



Multnomah County Oregon

Board of Commissioners & Agenda

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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: district3@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

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APRIL 27 & 29, 2004

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday Executive Session
Pg 2	10:00 a.m. Tuesday Capital Budget Briefing and 11:30 a.m. Update on Special Needs Housing and Homelessness Efforts
Pg 3	9:30 a.m. Thursday Employee Service Awards Honoring 117 Multnomah County Employees with 5 to 35 Years of Service
Pg 3	9:55 a.m. Thursday First Reading of Proposed Ordinances Amending MCC § 37.0560 and MCC § 38.0560
Pg 3	10:00 a.m. Thursday Sale of Yacht Building
Pg 4	10:20 a.m. Thursday Health Department Reconfiguration of Clinical Services Briefing
Pg 5	2004-05 Budget Work Sessions/Hearings

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

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Tuesday, April 27, 2004 - 9:30 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle. 30 MINUTES REQUESTED.
-

Tuesday, April 27, 2004 - 10:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

- B-1 Capital Budget: Transportation, Facilities and Other Programs. Presented by Dave Boyer, Doug Butler, Mike Harrington, Jay Heidenrich, Robert Maestre and Stan Ghezzi. 90 MINUTES REQUESTED.
- B-2 Updates on Special Needs Housing and Homelessness Efforts. Presented by Diane Luther. 15 MINUTES REQUESTED.
-

Thursday, April 29, 2004 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-1 Government Revenue Contract (190 Agreement) 0310535 with the State of Oregon Department of Transportation to administer a Grant Award to the

County from the Transportation and Growth Management Program of ODOT and the Department of Land and Conservation Development

- C-2 Government Expenditure Contract (190 Agreement) 4600004689 with Portland State University to Test Deck Panels to be Installed on the Broadway Bridge
- C-3 Government Revenue Agreement 0410571 with the State of Oregon for FEMA Reimbursement of Eligible Costs to Multnomah County for Costs Incurred by the County as a Result of the Severe Winter Storm December 26, 2003, through January 14, 2004

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

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

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 9:30 AM

- R-1 Presentation of Employee Service Awards Honoring 117 Multnomah County Employees with 5 to 35 Years of Service
- R-2 First Reading of a Proposed ORDINANCE Amending MCC § 37.0560 with Respect to Issuing Permits and Allowing Issuance of a Permit When Necessary to Protect Public Safety
- R-3 First Reading of a Proposed ORDINANCE Amending MCC § 38.0560 for the Columbia River Gorge National Scenic Area with Respect to Issuing Permits and Allowing Issuance of a Permit When Necessary to Protect Public Safety

NON-DEPARTMENTAL - 10:00 AM

- R-4 RESOLUTION Authorizing Private Sale by Contract of Certain Tax Foreclosed Property to C&M MOTORS, BMW AND MERCEDES-BENZ, LLC and Deed to Purchaser at Contract Completion

COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY - 10:15 AM

R-5 NOTICE OF INTENT to Apply for Child Abuse Prevention and Treatment Grant from the Oregon Department of Human Services

Thursday, April 29, 2004 - 10:20 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

B-3 Health Department Reconfiguration of Clinical Services. Presented by Lillian Shirley, Vanetta Abdellatif and Dr. Patsy Kullberg. 90 MINUTES REQUESTED.

MULTNOMAH COUNTY 2004-2005 BUDGET WORK SESSIONS AND HEARINGS

(Unless otherwise noted, all sessions will be held in the Multnomah Building
Commissioners Boardroom 100, 501 SE Hawthorne, Portland)

Cable coverage of the May 6 through June 10, 2004 budget work sessions, hearings and Thursday Board meetings are produced through Multnomah Community Television. Call 503-491-7636, ext. 332 for further info or log onto <http://www.mctv.org> for the program guide/playback schedule. The sessions, hearings and Board meetings are available via media streaming at http://www.co.multnomah.or.us/cc/live_broadcast.shtml. Contact Board Clerk Deb Bogstad 503-988-3277 for further information.

Thu, May 6
9:30 a.m.

**Chair's 2004-2005 Executive Budget Message
Public Hearing/Consideration of Resolution
Approving Executive Budget for Submission to
Tax Supervising and Conservation Commission**

Tue, May 11
9:00 a.m. - 12:00 p.m.

Financial Overview
Central CBAC/CIC Presentation
Non-Departmental

Tue, May 11
1:00 p.m. - 4:00 p.m.

Budget Work Session
Health
Department of County Human Services
Office of School and Community Partnerships

Tue, May 11
6:00 p.m. - 8:00 p.m.

**Public Hearing on the 2004-2005 Multnomah
County Budget - North Portland Library
Conference Room, 512 N Killingsworth, Portland**

Thu, May 13
9:30 a.m.

**Public Hearing/Consideration of Approval of the
2004-2005 Dunthorpe Riverdale Sanitary Service
District No. 1 and the 2004-2005 Mid County Street
Lighting Service District No. 14 Proposed Budgets
for Submittal to Tax Supervising and
Conservation Commission
Multnomah County Personal Income Tax Update**

MULTNOMAH COUNTY 2004-2005 BUDGET WORK SESSIONS AND HEARINGS

(Unless otherwise noted, all sessions will be held in the Multnomah Building
Commissioners Boardroom 100, 501 SE Hawthorne, Portland)

Tue, May 18

9:00 a.m. - 12:00 p.m.

Budget Work Session
Department of Community Justice
District Attorney
Sheriff's Office

Tue, May 18

1:30 p.m. - 5:00 p.m.

Budget Work Session
Library
Business Services
Community Services
Finance, Budget, Assessment and Taxation

Thu, May 20

9:30 a.m.

**Public Hearing and Resolution Adopting the 2004-
2005 Mt. Hood Cable Regulatory Commission
Budget**

Tue, May 25

9:00 a.m. - 12:00 p.m.

Budget Work Session
Amendments

Tue, May 25

1:30 p.m. - 4:00 p.m.

Budget Work Session - if Needed
Amendments

Tue, May 25

6:00 p.m. - 8:00 p.m.

**Public Hearing on the 2004-2005 Multnomah
County Budget - Multnomah County East
Building, Sharron Kelley Conference Room, 600
NE 8th, Gresham**

Tue, June 1

9:00 a.m. - 12:00 p.m.

Budget Work Session
Amendments

MULTNOMAH COUNTY 2004-2005 BUDGET WORK SESSIONS AND HEARINGS

(Unless otherwise noted, all sessions will be held in the Multnomah Building
Commissioners Boardroom 100, 501 SE Hawthorne, Portland)

Tue, June 1

1:30 p.m. - 4:00 p.m.

Budget Work Session - if Needed
Amendments

Tue, June 1

6:00 p.m. - 8:00 p.m.

**Public Hearing on the 2004-2005 Multnomah
County Budget - Multnomah Building,
Commissioners Boardroom 100, 501 SE
Hawthorne, Portland**

Tue, June 8

9:00 a.m. - 12:00 p.m.

Budget Work Session
Amendments

Tue, June 8

1:30 p.m. - 5:00 p.m.

Budget Work Session - if Needed
Amendments

Wed, June 9

9:00 a.m. - 10:15 a.m.

Budget Work Session
Amendments

Wed, June 9

10:30 a.m. - 11:30 a.m.

**Tax Supervising and Conservation Commission
Public Hearings on the Multnomah County 2002-
2003 Supplemental Budget; and the 2004-2005
Budget - Multnomah Building, Commissioners
Boardroom 100, 501 SE Hawthorne, Portland**

Wed, June 9

1:30 p.m. - 5:00 p.m.

Budget Work Session - if Needed
Amendments

MULTNOMAH COUNTY 2004-2005 BUDGET WORK SESSIONS AND HEARINGS

**(Unless otherwise noted, all sessions will be held in the Multnomah Building
Commissioners Boardroom 100, 501 SE Hawthorne, Portland)**

**Thu, June 10
9:30 a.m.**

**Public Hearing and Resolution Adopting the 2004-
2005 Budget for Multnomah County Pursuant to
ORS 294**

**Public Hearing and Resolution Adopting the 2004-
2005 Budget for Dunthorpe Riverdale Sanitary
Service District No. 1**

**Public Hearing and Resolution Adopting the 2004-
2005 Budget for Mid County Street Lighting
Service District No. 14 and Making Appropriations**

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: April 29, 2004

Agenda Item #: C-1

Est. Start Time: 9:30 AM

Date Submitted: 04/13/04

Requested Date: April 29, 2004

Time Requested: Consent Calendar

Department: DBCS

Division: Land Use and Transportation

Contact/s: Matthew Larsen

Phone: (503) 988-5050 **Ext.:** 29640 **I/O Address:** 455/2

Presenters: N/A

Agenda Title: Government Revenue Contract (190 Agreement) 0310535 with the State of Oregon Department of Transportation to administer a Grant Award to the County from the Transportation and Growth Management Program of ODOT and the Department of Land and Conservation Development

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

We are requesting approval of an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT). The IGA will facilitate administration of a grant award from ODOT to the County. The Land Use and Transportation Program recommends approval of this IGA.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The Land Use and Transportation Program has been awarded a grant from the Transportation and Growth Management Program of ODOT and DLCD. The grant will fund the completion of a Transportation System Plan (TSP) for the urban unincorporated portions of the County. The State Transportation Planning Rule requires the County to

complete TSPs wherever it provides transportation services. City of Portland staff will serve as consultants in the development of this TSP.

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

The grant award amount from the TGM program is \$60,000. This amount will be passed through to the City of Portland for consultant services through a separate IGA. The County contribution to the TSP will be staff time only.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**

- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**

- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**

- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

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

N/A

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

City of Portland Staff will serve as consultants for the development of the TSP. A Technical Advisory Committee of City and County staff will be formed of City to provide input to the development of the TSP. Public meetings will be held as a part of the TSP development process. City of Portland staff will solicit input from affected neighborhood associations.

Required Signatures:

Department/Agency Director: Robert A Maestre Date: 03/26/04

Budget Analyst

By: _____ Date:

Dept/Countywide HR

By: _____ Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 0310535
 Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached
 Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period <input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	Contracts over \$75,000 per 12 month period <input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Government Contracts (190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <hr/> <div style="text-align: center;">CLASS III B</div> <input checked="" type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue <hr/> <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Land Use & Trans Program Date: March 24, 2004
 Originator: Matthew Larsen Phone: x29640 Bldg/Rm: 455/Annex
 Contact: Cathey Kramer Phone: x22589 Bldg/Rm: 455/Annex
 Description of Contract: A Governmental Agreement with ODOT to administer a grant award to the County from the Transportation and Growth Management Program of ODOT and DLCD. The grant will fund the completion of a Transportation System Plan (TSP) for the urban unincorporated portions of the County as required. This is a revenue agreement.

RENEWAL: PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor: <u>Oregon Dept. of Transportation</u> Address: <u>123 NW Flanders</u> City/State: <u>Portland OR</u> ZIP Code: <u>97209-4037</u> Phone: <u>(503) 731-8232 (Ross Kelvin)</u> Employer ID# or SS#: <u>N/A</u> Contract Effective Date: <u>5/15/04</u> Term Date: <u>6/30/05</u> Amendment Effect Date: _____ New Term Date: _____	Remittance address: _____ (if different) Payment Schedule / Terms <input checked="" type="checkbox"/> Lump Sum \$ _____ <input checked="" type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Funding Info: Original Requirements Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Requirements Amount Amendment: \$ _____ Total Amount of Requirements: \$ _____
Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>\$60,000</u>	

REQUIRED SIGNATURES:

Department Manager <u>Robert Maestre</u>	DATE <u>3-25-04</u>
Purchasing Manager _____	DATE _____
County Attorney <u>Matthew Larsen</u>	DATE <u>4/13/04</u>
County Chair <u>Carrie W...</u>	DATE <u>4-29-04</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: (WBS: TRANPTPRU520)
 CAF_TGMGrant_ODOT

APPROVED: MULTNOMAH COUNTY BOARD OF COMMISSIONERS
 AGENDA # C-1 DATE 04-29-04
 DEBORAH L. BOGSTAD, BOARD CLERK

INTERGOVERNMENTAL AGREEMENT

Multnomah County, Urban Unincorporated Transportation System Plan

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or "Agency", and Multnomah County, hereinafter referred to as "County".

RECITALS

1. The Transportation and Growth Management Program, hereinafter referred to as the "TGM Program", is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objectives of these projects are to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact, pedestrian, bicycle, and transit friendly urban development.
3. This TGM grant is financed with federal Transportation Equity Act for the 21st Century (TEA-21) funds. Local funds are used as match for TEA-21 funds.
4. By authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement, or their officers or agents have the duty or authority to perform.
5. The County has been awarded a TGM Grant which is conditional upon the execution of this agreement.
6. The parties desire to enter into this agreement for their mutual benefit.

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

TERM OF AGREEMENT; DEFINITIONS

1. The beginning date of this agreement is that date on which all parties have signed. The termination date of this agreement is June 30, 2005.
2. The **project** is described in Exhibit A attached hereto and by this reference made a part hereof.

3. The **total project cost** is the sum of qualified costs, including matching costs, incurred by the County for this project.
4. The **grant amount** or **County's amount** is the maximum amount payable by ODOT to County for the project and shall not exceed \$60,000.
5. County's **matching amount** is the minimum amount of matching funds which the County is required to expend to fund the project and is 17.24% of the total project cost, or up to \$12,500.
6. **Qualified costs** are direct project costs, including matching amounts, incurred by the County during the term of this agreement.
7. **Direct project costs** are costs which are directly associated with the project. These may include the salaries and benefits of personnel assigned to the project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not direct project costs. Any jurisdiction or Metropolitan Planning Organization that has federally approved indirect cost plans may treat such indirect costs as direct project costs.

COUNTY REPRESENTATIONS, WARRANTIES, AND COVENANTS

1. County shall perform the work and provide the deliverables described in Exhibit A, for which County is identified in Exhibit A as being responsible.
2. County shall be responsible for any nonqualifying costs associated with the work described in Exhibit A and any costs above the County amount. County agrees to complete project.
3. County shall perform the work identified in Exhibit A as County's responsibility under this agreement as an independent contractor. County shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform any work identified in Exhibit A as County's responsibility and for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

County shall be responsible, to the extent permitted by the Oregon Tort Claims Act, ORS 30.260-30.300, only for the acts, omissions or negligence of its own officers, employees or agents.

4. County shall present cost reports, reimbursement requests, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. County shall not submit requests for payment that exceed the County's amount and County's Matching Amount. County shall submit reimbursement requests for 100% of County qualified costs, and shall be reimbursed at 82.76%, up to County's amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred. Such bills must be in a form acceptable to ODOT and documented in such a manner as to be easily verified.
5. County agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, County agrees to:
 - a. Meet with the Contract Administrator; and
 - b. Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the project.
6. County shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this agreement in such a manner as to clearly document County's performance.
7. County acknowledges and agrees that County shall retain, and ODOT, the Oregon Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to, the books, documents, papers, and records of County which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years, or such longer period as may be required by applicable law, after final payment and termination of this agreement, or until the conclusion of any audit controversy or litigation arising out of or related to this agreement, whichever date is later. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
8. County shall not enter into any subcontracts to accomplish work described in Exhibit A, unless written approval is first obtained from ODOT.
9. County shall provide a project manager to:
 - a. Be the County's principal contact person for ODOT's Contract Administrator regarding the project;
 - b. Monitor and coordinate the work;
10. County acknowledges and agrees that County shall not be reimbursed for, and shall not request reimbursement for, project costs or expenses related to this agreement which are incurred prior to the execution of this agreement.

11. All project work products of County that result from this agreement are the exclusive property of ODOT. ODOT and County intend that such work products be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, the work products are not deemed "work made for hire", County hereby irrevocably assigns to ODOT all of its right, title, and interest in and to any and all of the work products, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. County shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT.

County forever waives any and all rights relating to the work products, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

ODOT hereby grants to County a royalty free, non-exclusive license to reproduce any work products for distribution upon request to members of the public.

12. County shall ensure that any work products produced pursuant to this agreement include the following statement:

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Transportation Equity Act for the 21st Century (TEA-21), local government, and the State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

13. County shall submit two hard copies of all final products produced in accordance with this agreement to ODOT's Contract Administrator, unless otherwise specified in Exhibit A. County shall also submit to ODOT's Contract Administrator all final products produced in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on IBM-compatible 3.5" computer diskettes. The Oregon Department of Transportation and/or the Oregon Department of Land Conservation and Development may display appropriate products on its "home page".
14. County shall submit to ODOT's Contract Administrator all payment claims within 30 days after the termination date of this agreement.

15. Within 30 days after the termination date of this agreement, County shall provide, in a format provided by ODOT, a completion report. The report must contain:
 - a. A summary of qualified costs incurred for the project, including reimbursable costs and matching amount;
 - b. The intended location of records (which may be subject to audit);
 - c. A list of final deliverables; and
 - d. Final payment requests to ODOT's Contract Administrator for reimbursement.

16. Within 30 days after the termination date of this agreement, County shall pay to ODOT the matching amount less previously reported qualifying matching amount. ODOT shall use any funds paid to it under this paragraph to substitute for an equal amount of federal TEA-21 funds used for the project or use as matching funds.

17. County agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, County expressly agrees to comply with (I) Title VI of Civil Rights Act of 1964; (ii) Sections V and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

19. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. County shall ensure that each of its subcontractors complies with these requirements.

20. County represents and warrants to ODOT that:
 - a. County is duly formed and operating under applicable State of Oregon law,
 - b. County has full legal right and authority to execute and deliver this agreement and to observe and perform its duties, covenants, obligations and agreements hereunder and to undertake and complete the project;
 - c. the agreement has been authorized pursuant to its official action that has been adopted and authorized in accordance with applicable state law;
 - d. the agreement is duly authorized and executed and delivered by an authorized officer(s) of County and constitutes the legal, valid and binding obligations enforceable in accordance with its terms;
 - e. the authorization, execution and delivery of the agreement by it, the observation and performance of its duties, covenants, obligations and agreements hereunder,

- and the undertaking and completion of the project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgement, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or assets; and
- f. the statement of work attached to this agreement as Exhibit A has been approved by ODOT's Contract Administrator.

ODOT COVENANTS

1. ODOT shall reimburse County for qualified costs for work described in Exhibit A, up to the County's amount, at a reimbursement rate of 82.76%.
2. ODOT shall make interim payments within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of deliverables identified as being the County's responsibility in the approved statement of work, described in Exhibit A. Subject to the 10% withholding described in paragraph 3, below, the amount of the interim payment for a deliverable will be the qualified costs in payment request minus matching amounts. The balance due to County under this paragraph shall be payable within 45 days of ODOT's Contract Administrator's approval of the completion report described in paragraph 15 of County Representations, Warranties, and Covenants, and in no event shall the total due to County under this paragraph exceed County amount.
3. Further, ODOT reserves the right to withhold payment equal to 10% of the total project amount until all work required hereunder is completed and accepted by the ODOT's Contract Administrator.
4. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.
5. ODOT certifies that, at the time this agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this agreement within the appropriation or limitation of its current biennial budget.
6. ODOT will assign a Contract Administrator for this agreement who will be ODOT's principal contact person regarding administration of this agreement.

GENERAL PROVISIONS

1. Budget modifications and major adjustments from the work described in Exhibit A must be processed as an amendment to this agreement.
2. This agreement may be terminated by mutual written consent of all parties. ODOT may terminate this agreement effective upon delivery of written notice to County, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:
 - a. Failing to complete work specified in Exhibit A within the time specified in this agreement, including any extensions thereof, or failing to perform any of the provisions of this agreement and County does not correct any such failure within 10 days of receipt of written notice, or the date specified by ODOT in such written notice.
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
 - c. If ODOT fails to receive appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this agreement..

Any termination of this agreement shall not prejudice any right or obligations accrued to the parties prior to termination

3. As federal funds are involved in this grant, Exhibits B and C are attached hereto and by this reference made a part of this agreement and are hereby certified to by County's representatives.
4. County, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
5. Except as otherwise expressly provided in this agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or County at the address or number set forth on the signature page of this agreement, or

to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

6. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (and/or any other agency or department of the State of Oregon) and County that arise from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.
7. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this agreement shall not constitute a waiver by ODOT of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and their seals as of the day and year hereinafter written.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On September 6, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order 2, delegating day-to-day authority to the Deputy

Directors, for their respective Branch or Region, which includes authority to approve and execute personal services contracts and intergovernmental agreements up to \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission (e.g. Oregon Traffic Safety Performance Plan), or in a line item in the approved biennial budget.

The position of Deputy Director is now included within the authority of Division Administrator of the Transportation Development Division.

Multnomah County, by and through
its Department of Business and
Community Services

By: Robert Maestre for
Cecilia Johnson

Multnomah County, Oregon

Diane M. Linn
Diane M. Linn, County Chair

Contact Names:

Matthew Larsen,
Multnomah County
1600 SE 190th
Portland, OR 97233
Phone: 503-988-5050
Fax: 503-988-3321
E-Mail: matthew.f.larsen@co.multnomah.or.us

Ross Kevlin, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8232
Fax: 503-731-3266
E-Mail: ross.kevlin@odot.state.or.us

REVIEWED:

(Revised 3/9/04)

AGNES SOWLE, County Attorney for
Multnomah County Oregon

By: Matthew O. Ryan
Matthew O. Ryan, Assistant
County Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 04.29.04
DEBORAH L. BOGSTAD, BOARD CLERK

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Craig Greenleaf, Division Administrator
Transportation Development Division

Date: _____

**Multnomah County
Department of Business and Community Services
Land Use and Transportation Program**

**URBAN UNINCORPORATED MULTNOMAH COUNTY
TRANSPORTATION SYSTEM PLAN**

STATEMENT OF WORK

Definitions

CAC – Citizen Advisory Committee
City – City of Portland
County – Multnomah County
ODOT – Oregon Department of Transportation
RTP – Region Transportation Plan
TAC – Technical Advisory Committee
TGM – Transportation and Growth Management
TSP – Transportation System Plan

General Description of Project Area

The urban unincorporated portions of Multnomah County (County) that are within Portland's Urban Services Boundary are located adjacent to the Northwest, Southwest and Far Southeast transportation districts, identified in Portland's Transportation System Plan (TSP).

The seven areas adjacent to the Northwest District are located to the north of US 26 and generally south of NW Cornell. The largest area covers slightly more than one square mile. The other parcels are much smaller in size. The area is characterized by low-density single-family development and undeveloped land.

The three areas adjacent to the Southwest District are located in the northwest and southeast parts of the district. The area adjacent to the northwest part of the district is centered on SW Patton, SW Scholls Ferry and SW Humphrey. This area is slightly less than a square mile in size and is characterized by low-density single-family development and some undeveloped parcels. The area adjacent to the southeast boundary of the district is the Dunthorpe neighborhood. This area is approximately six square miles in size. It is bounded roughly by SW Terwilliger on the west and the Willamette River on the east. Southwest Macadam/SW Riverside (Highway 43) runs north/south near its eastern boundary. This area is characterized by large, older single-family homes on large lots. The third area is located south and east of SW Boones Ferry between SW 8th and SW 19th. This area is approximately three-quarters of a square mile in size and is characterized by low-density single family development oriented to SW Englewood, which runs east/west through it.

There are two areas adjacent to the Far Southeast District boundary. One is the northern half of the Lincoln Memorial Park cemetery south and west of SE Mt. Scott Boulevard. The second area lies on either side of SE Barbara Welch Road, which runs through it in a north/south direction. These two areas total approximately one-half of a square mile in size. The area around SE Barbara Welch is very sparsely populated with single-family homes.

Problem Statement

The urban unincorporated portions of Multnomah County located in Portland's Urban Service Boundary are not part of an adopted TSP. All areas within the region are required to be included in a TSP. The TSP for these areas will allow development to proceed in an orderly way by addressing the following transportation issues including:

- Inadequacy of transportation infrastructure – generally, the unincorporated areas suffer from substandard collector and local streets that lack adequate road drainage, curbs and sidewalks.
- Circulation and connectivity – topography and development patterns have created a street network that is discontinuous, impeding pedestrians and bicyclists, and generating out of direction travel for all modes.
- Pedestrians and bicyclists – areas lack infrastructure that support safe and convenient travel on foot or by bike.
- Transit service and amenities – these areas are inadequately served by transit.
- Traffic impacts – traffic speeds and volumes on local and collector roads are raising safety concerns.

Metro's Urban Growth Management Functional Plan and Portland's Comprehensive Plan both support planned infill prior to expansion of the urban growth boundary. Planned infill requires the development of comprehensive infrastructure plans prior to development. These urban unincorporated areas of Multnomah County have not had the benefit of this level of planning. Planning for new connected streets and accessways will allow these areas to transition to their planned densities.

Without a comprehensive transportation system plan for these areas, there is little assurance that the necessary level of infrastructure will be provided, either as development occurs or as part of capital improvement programs.

In addition to addressing the important issue of compliance with Transportation Planning Rule requirements, this project will also resolve a development review coordination issue between Multnomah County and the City of Portland. In 2001, the Portland Bureau of Planning completed a planning project with the goal of establishing City zoning for these areas. The Multnomah County Board of Commissioners adopted the City of Portland's comprehensive plan, zoning code, and zoning maps for these areas, and transferred responsibility for development review for land use in the unincorporated areas to the City, effective January 1, 2002. Multnomah County retains jurisdiction and development review responsibilities for the transportation system.

Development activity in the urban pockets has increased significantly since the transfer of land use authority in 2001. This increase has exposed the differences in the road classification systems of the City and the County. For example, Multnomah County does not have a separate transit or pedestrian classification system and the City of Portland

does. Conversely, the City of Portland does not have standards for local access roads, which make up a large portion of the road system within the urban pockets. In the interim, the City of Portland and Multnomah County developed a conversion table and maps that attempt to match the County and City systems. However, no policy has been established to determine how or when one jurisdiction can vary from its standards to match the requirements of the other jurisdiction. The inconsistency between the two classification systems makes it difficult to determine transportation requirements for development in the unincorporated areas.

This project will resolve the differences in policy definitions, provide smooth transitions of street classifications, eliminate gaps in the classification of the street network and develop standards for street design and connectivity. A licensed professional engineer shall oversee all traffic analysis work in connection with this project, and all work must be done according to the Oregon Department of Transportation's (ODOT) 2001 TSP Guidelines (available on the Internet at <http://www.odot.state.or.us/tdb/planning/tsp/index.htm>).

This project will build upon the current effort Multnomah County is undertaking to update its functional classification for its Trafficway street classification system. The intention is to bring the county traffic classification into conformance with the classification and standards of affected jurisdictions included in the project – Oregon Department of Transportation, Metro, and the cities of Fairview, Gresham, Portland, Troutdale, and Wood Village. The process outcome will recommend comprehensive plan amendments to the adopted Multnomah County Function Classification of Trafficways map and text. The products from this project will be folded into the development of a comprehensive TSP for the urban unincorporated areas.

Project Objectives

Prepare the Multnomah County Urban Unincorporated Transportation System Plan to:

- ❑ Comply with the Transportation Planning Rule and the Regional Transportation Plan (RTP) to ensure a transportation system that is safe and efficient for all modes;
- ❑ Improve motor vehicle, transit, bicycle, pedestrian, freight, and emergency vehicle access and circulation by planning for safe, direct and convenient travel appropriate to the mode.
- ❑ Establish common street classifications to allow administration of City zoning regulations and County road standards;
- ❑ Identify key street connections and pedestrian/bicycle accessways to meet connectivity standards established by the Metro region;
- ❑ Ensure public concerns are addressed through a comprehensive technical and outreach process that identifies transportation needs and solutions through capital projects, programs and strategies;
- ❑ Be consistent with the regional street design and performance standards;

- Accommodate efficient development at planned densities.

Transportation Relationships and Benefits

This project is to prepare a transportation system plan that, specifically, will address street designs, and street and bicycle/pedestrian connections.

APPROACH

TASK 1 PROJECT MANAGEMENT & ADMINISTRATION

Objective(s):

Efficiently manage tasks leading to the adoption of the Multnomah County Urban Unincorporated Transportation System Plan.

Methodology:

1. Prepare bi-monthly progress status reports.
2. Manage Intergovernmental Agency Agreement with City of Portland, Office of Transportation including the review of invoices. The County is subcontracting with the City for a portion of the work in this project; however the County is responsible for all deliverables and other terms of this Agreement.
3. Prepare invoices for TGM grant manager.
4. Coordinate project team meetings (at least one per task in Tasks 2-7). Record discussion.

Deliverables:

1. Invoices
2. Project team meetings minutes
3. Bi-monthly project status reports

Budget: \$6,000

Schedule: Months 1 - 13

TASK 2 PUBLIC INVOLVEMENT AND TECHNICAL COORDINATION

Objective(s):

Conduct a public involvement process that is inclusive and allows citizens to actively participate in the development of the TSP.

Ensure project coordination with all affected public agencies.

Methodology:

County shall coordinate agency participation, public involvement and outreach to the planning areas.

1. Identify other planning activities in or near the Multnomah County Urban Unincorporated TSP planning area.
2. Identify stakeholders for each sub-area including all property owners, residents, neighborhood and business associations representatives, institutions, and area service providers
3. Form a technical advisory committee (TAC) including representatives from ODOT, County, City, TriMet, Metro, Washington County, Clackamas County, and City of Lake Oswego and convene meetings at key points in the development process.
4. Establish a citizen advisory committee (CAC) comprised of representatives from the project sub-areas and other identified stakeholders.
5. Establish a public involvement and outreach program that includes a project website, newsletters, public presentations and CAC participation. Program set up includes:
 - Creation of project mailing list.
 - Development of web site, which will be updated as the project progresses.
 - Prepare a tentative schedule of TAC, CAC and community presentations.

(Note: Meetings of the CAC and TAC, community presentations, and newsletters are listed as sub-task under the task in which they occur.)

Deliverables:

1. Mailing list of stakeholders in sub-areas.
2. List of CAC and TAC members, including contact information
3. Web site
4. Schedule of TAC, CAC, and community presentations

Budget: \$5,000

Schedule: Month 1

TASK 3 EXISTING CONDITIONS

Objective(s):

Identify existing physical conditions, policies and previous planning efforts associated with each project sub-area as a basis for developing policy and right-of-way standards, master street plans, and transportation infrastructure needs.

Methodology:

1. Document existing conditions, plans and policies including:
 - Comparison table of comprehensive plan policies effect in both County and City with commentary on differences, rationales for policy
 - Comparison table of County and City street right-of-way and design standards commentary on differences, rationales for standards
 - Table of previously identified capital improvement projects or programs
 - Map of existing rights-of-way including improved, unimproved and paper streets
 - Map of land use patterns identified by zoning and comprehensive plan designations

- Map of activity locations such as commercial centers, schools, libraries, parks/community centers, fire stations, and transit stops
 - Tables of traffic conditions including three-year crash data, vehicle speed and traffic volumes. Traffic volume counts must be collected at strategic intersections that have inadequate operational characteristics (within each sub-area). These traffic volumes must be used in conjunction with future land use forecasts (from the travel demand model) in Task 5 to determine possible build solutions in congested areas. All traffic flows must be adjusted to the 30th highest Hour (P.M. Peak Hour in Portland). Operational characteristics must be represented using RTP performance standards, and the result shown in a table, a schematic, or both.
 - Table and maps of travel demand forecast (adopted RTP 2020)
 - Map of existing pedestrian and bike on-street and off-street facilities
 - Map of environmental constraints such as slopes, environmental protection zones, streams, floodplains
2. Conduct TAC meeting #1 to include introduction of project background, work plan, and review of existing conditions information. Record comments and concerns.
 3. Conduct CAC meeting #1 to introduce the project background and work plan, review existing conditions information. Record comments and concerns.
 4. Revise existing conditions data information in response to input for TAC and CAC meetings.
 5. Prepare newsletter #1 to include introduction to the project purpose, plan products, anticipated schedule, existing conditions findings, web site address, and contact information. Newsletter will be mailed to study area mailing list and copies distributed to local activity centers in each sub-area (schools/libraries/community centers).
 6. Update web site with existing conditions findings and newsletter #1.

Deliverables:

1. Existing conditions technical memo that includes narrative and graphic illustrations describing policy, land use, transportation, and environmental findings for each study sub-area.
2. A schematic of existing traffic volumes for each of the seven sub-areas.
3. Production and distribution of Newsletter #1
4. TAC #1 and CAC #1 meeting minutes, agenda, handouts

Budget: \$12,500

Schedule: Months 1 - 3

TASK 4 POLICIES AND STANDARDS

Objective(s):

Develop new or revise existing transportation policies and standards in compliance with the state Transportation Planning Rule and the Regional Transportation Plan.

Identify and reconcile conflicting County and City policy and standards including transportation policies, functional street classification, and street cross-sections.

Ensure recommended policies and standards can be administered efficiently.

Methodology:

1. Using the comparison table developed in Task 2, identify inconsistencies or conflicts between existing Multnomah County and City of Portland policies and standards that need to be resolved.
2. Conduct an analysis of identified policy and standard conflicts to identify alternative solutions. Provide rationale and potential trade-offs of alternative solutions.
3. Conduct TAC meeting #2 to review policy and standard analysis and alternative solutions. Record comments and concerns.
4. Develop evaluation criteria for determining functional street classifications for traffic, transit, pedestrian, bicycle, emergency response, and freight networks using County and City transportation policy as framework. Apply criteria to create a draft map of street classifications.
5. Conduct first of two community work sessions in each sub-area to solicit community values and transportation needs for new or modified transportation policies. The work sessions may coincide with neighborhood association meetings and must include background information on the TSP and process, existing condition findings, draft street classification maps, survey to identify values, and identification of area transportation needs.
6. Prepare summary of community work sessions and conduct an objective evaluation of issues and needs based on project objectives.
7. Conduct TAC meeting #3 to review revised recommendations for resolving conflicts in policies and standards, review and discuss development and application of functional classification criteria, review and comment on community values and transportation needs. Review base connectivity criteria for Task 5 Master Street Plan. Record comments and concerns.
8. Conduct CAC meeting #2 to review revised recommendations for resolving conflicts in policies and standards, review and discuss development and application of functional classification criteria, review and comment on community values and transportation needs and provide additional information. Review base connectivity criteria developed during the Southwest and Far Southeast Master Street Plan project for Task 5 Master Street Plan. Record comments and concerns.
9. Finalize revisions to draft language that resolves conflicts in policies and standards, functional street classifications, community values and transportation needs evaluation and provide to TAC and CAC .

10. Update web site with final draft language that resolves conflicts in policies and standards, functional classifications, community values and transportation needs evaluation.
11. Prepare and distribute Newsletter #2 to include information about policy and standards conflict resolution, functional classifications, community values and transportation needs evaluation.

Deliverables:

- Technical memo detailing policy and standards analysis including recommended conflict solutions, functional street classification criteria and maps, community values and transportation needs evaluation. Memo must include narrative, tables and maps that illustrate functional classification designations and identified community concerns in each sub-area.
- Newsletter #2
- Attendance and documentation of TAC meetings #2 and 3, CAC meeting #2, and community work sessions for each sub-area.

Budget: \$15,000

Schedule: Months 4 - 8

TASK 5 MASTER STREET PLAN

Objective(s):

Identify opportunities to extend and connect streets to provide safe, convenient, reasonably direct routes for all modes.

Reconcile conflicts in connectivity criteria.

Methodology:

1. Refine master street plan criteria based on input received at TAC #3 and CAC #2 meetings identified in Task 4 and document
2. Identify areas of exclusion based on environmental and development criteria and create map.
3. Using land use, environmental and right-of-way data gathered in Task 3, Existing Conditions to inform this task, apply the criteria to determine and map location of future street and pedestrian/bicycle connections. Prepare a technical memo describing the new street and accessway connections and their rationale.
4. Determine future traffic volumes and calculate analysis results for all proposed arterial/collector vehicular transportation solutions forwarded for consideration.
5. Conduct TAC meeting #4 and CAC meeting #3 to review sub-area maps of proposed future street and pedestrian/bicycle connections. Record comments.
6. Conduct second round of meetings with sub-area neighborhood groups to share outcome of policy and standards analysis, recommended street classifications, evaluation of community

needs, master street plan criteria and proposed future street and pedestrian/bicycle connections. Record comments.

7. Revise proposed future street and pedestrian/bicycle connections sub-area maps and technical memo in response to TAC, CAC and community input.
8. Prepare and distribute newsletter #2 which must include summary of Task 4 recommendations for policy and standard resolutions, proposed street classifications, findings from community values and needs evaluation, and master street plan connections.
9. Update web site with master street plan technical memo.

Deliverables:

- Technical memo that includes narrative that describes the process used to identify recommended future connection points for future street or pedestrian/bicycle connections for each study sub-area, and master street plan maps for each sub-area.
- Provide future traffic volumes and traffic analysis results for all proposed arterial/collector vehicular transportation solutions forwarded for consideration.

Budget: \$9,500

Schedule: Months 7-9

TASK 6 TRANSPORTATION INFRASTRUCTURE NEEDS

Objective(s):

Identify and plan for future transportation infrastructure needs.

Methodology

1. Use findings from travel forecast data (Task 3), functional street classifications and community values and needs evaluation (Task 4), master street plan connections (Task 5), and review of existing studies and capital projects (Task 3) to develop preliminary list of projects, studies and programs. Minimal capacity needs are anticipated for these sub-areas. However, if level-of-service & volume/capacity analysis identifies system failures, the County shall develop and model alternative solutions.
2. Compare preliminary project list to draft transportation policies and standards for consistency and refine list to reflect policies and standards.
3. Conduct TAC meeting #5 and CAC meeting #4 to review proposed improvements. Record comments.
4. Revise proposed list of capital projects, studies and programs in response to TAC and CAC meetings in previous subtask, and neighborhood input gathered in Task 5.

5. Develop cost estimates, schedule and lead agency for capital improvements. Incorporate with revised list into a technical memo containing narrative, tables and maps identifying capital projects, studies and programs for each sub-area.
6. Update web site with recommended capital projects, studies and programs.

Deliverables:

- Technical memo that includes narrative, tables and maps that identify capital projects, studies, and program recommendations for each study sub-area.

Budget: \$11,000

Schedule: Months 10 - 12

TASK 7 DRAFT AND FINAL TSP AND ORDINANCES

Objective(s):

Draft staff reports and ordinances for public review.

Methodology:

1. Produce a draft TSP document based on the content of technical memos from Tasks 3 to 6, including maps and text describing recommended policies and standards, functional classifications, street and accessway connections, and capital projects, studies and programs.
2. Provide draft TSP document for review and comment by TAC and CAC members. Place copy of draft document on web site.
3. Refine document into final recommended plan based on received input from Subtask 2.
4. Prepare and distribute newsletter #3 to include information about the master street plans, recommended capital projects, studies and programs, and adoption process for recommended Urban Unincorporated Multnomah County TSP.

Deliverables:

- Draft TSP document
- Final Recommended TSP document

Budget: \$13,500

Schedule: Months 12 - 13

BUDGET SUMMARY

Project Personnel	Estimated Hours	Pay Rate	Cost
Planning Manager (City)	10	\$68	\$680

Transportation Planning Manager	18.25	\$57	\$1,040
Senior Planner – Modeling	811	\$40	\$32,440
Planner II	830	\$35	\$29,050
Senior Database Administrator (GIS)	30	\$46	\$1,380
Planning Manager (County)	10	\$68	\$680
Engineering Services Manager	40	\$68	\$2720
Expenses			\$4,510
TOTAL			\$72,500

BUDGET AND TIMELINE

Project Phases	Multnomah County Match	TGM Funded	Total	Schedule
1. Project Management	\$4,000	\$2,000	\$6,000	Months 1 - 13
2. Public Involvement and Agency Coordination	\$1,000	\$4,000	\$5,000	Months 1
3. Existing Conditions	\$ 500	\$12,000	\$12,500	Months 1 - 3
4. Policy and Standards	\$3,000	\$12,000	\$15,000	Months 4 – 8
5. Master Street Plan	\$ 500	\$9,000	\$9,500	Months 7 – 9
6. Transportation Infrastructure Needs	\$2,000	\$9,000	\$11,000	Months 10 – 12
7. Draft and Final TSP	\$1,500	\$12,000	\$13,500	Months 12 - 13
TOTAL	\$12,500	\$60,000	\$72,500	

Multnomah County staff include:

Transportation Planning Manager
Transportation Planning Specialist
Engineering Services Manager
Senior Database Administrator

City staff include:

PDOT Senior Transportation Planner
PDOT Senior Transportation Planner - Modeling
PDOT Transportation Planner II

For purposes of Exhibits B and C, references to Department shall mean [ODOT or Agency], references to Contractor shall mean County.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS- PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it

shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good

faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any

other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this

Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that

in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts.

Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for

this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall 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.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
DEPARTMENT'S DBE
PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL
RIGHTS AT (503)986-4354.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: April 29, 2004

Agenda Item #: C-2

Est. Start Time: 9:30 AM

Date Submitted: 04/02/04

Requested Date: April 29, 2004

Time Requested: N/A

Department: DBCS

Division: Land Use & Trans Program

Contact/s: Ian Cannon. Bridge Program Manager

Phone: (503) 988-3757

Ext.: 223 **I/O Address:** 446

Presenters: Consent Calendar

Agenda Title: Government Expenditure Contract (190 Agreement) 4600004689 with Portland State University to Test Deck Panels to be Installed on the Broadway Bridge

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Department recommends approval of the agreement.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The County currently is engaged in the Broadway Bridge Phase 4-7 Rehabilitation Project. Part of this project is to replace the metal grating that currently forms the roadway of the lift span with a Fiber Reinforced (FRP) deck with a polymer concrete overlay. The purpose of this agreement is to perform the mechanical test on production samples of this RFP deck to characterize the performance and assure quality of the product.

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

There will be a net fiscal impact of zero as a result of this agreement. Since this effort is part of the Broadway Bridge Phase 4-7 Rehabilitation Project, any costs associated with this agreement will be fully reimbursed with federal and state funds

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues.

None

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

None

Required Signatures:

Department/Agency Director:

Robert A. Maestre

Date: 03/31/04

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:



O F F I C E M E M O R A N D U M
DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Land Use & Transportation – Bridge Section

TO: Cecilia Johnson/Robert Maestre
FROM: Stan Ghezzi
SUBJECT: Portland State University Material Testing IGA Approval
DATE: March 25, 2004

Cecilia,

We are requesting approval of the attached Intergovernmental Agreement with Portland State University (PSU) to test the Fiber Reinforced Polymer (FRP) panel samples of the material to be used on the Broadway Bridge 4-7 project. This testing will be reimbursed through federal and state funds as a project expense. Under the terms of this agreement the County will pay PSU \$91,530 for testing and analysis. This agreement will require BCC action. Included in this transmittal are the documents required by the County to obtain approval signatures for this agreement..

The following documents are attached:

- County Board Agenda Placement Request
- Contract Approval Form (CAF)
- SAP Outline Agreement
- 6 copies of the IGA

Please contact Ian Cannon or Jerry Elliott with any questions.

Thank you

Attachments





IGA Contract

Vendor Address

PORTLAND STATE UNIVERSITY
OFFICE OF RESEARCH ACCOUNTING
PO Box 751
PORTLAND OR 97207-0751

Information

Contract Number 4600004689
Date 03/31/2004
Vendor No. 46950
Contact/Phone BCS Bridges /
503-988-3757
Validity Period: 04/15/2004 - 04/14/2007
Minority Indicator: Not Identified

Estimated Target Value: 91,530.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	FRP DECK TESTING Plant: F030 Business & Community Service Requirements Tracking Number: 9999 <i>TESTING AND ANALYSIS OF FRP DECK SAMPLES FOR BROADWAY BRIDGE REHABILITATION PHASE 4-7 PROJECT</i>	91,530.000	Dollars	\$ 1.0000

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 4600004689

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

Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Land Use & Trans Program Date: 3/30/04
 Originator: Ian Cannon Phone: 83757 ext 223 Bldg/Rm: 446/Bridge
 Contact: Cathey Kramer Phone: Ext 22589 Bldg/Rm: 455/Annex
 Description of Contract: Broadway Bridge Phase 4-7 Fiber Reinforced Polymer (FRP) Testing by PSU

RENEWAL: PREVIOUS CONTRACT #(S): _____ RFP/BID DATE: _____
 RFP/BID: _____ ORS/AR #: N/A
 EXEMPTION #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	Portland State University Office of Research and Sponsored Projects	Business Affairs/Office of Research Accounting Portland State University
Address	P.O. Box 751 (ORSP)	Remittance address P.O. Box 751 (BO/RA)
City/State	Portland, Oregon	(If different) Portland OR 97207-0751
ZIP Code	97207-0751	Payment Schedule / Terms
Phone	(503) 725-5240	<input type="checkbox"/> Lump Sum \$ <u>\$91,530</u> <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input checked="" type="checkbox"/> Other
Employer ID# or SS#	N/A	<input type="checkbox"/> Requirements Funding Info:
Contract Effective Date	4/15/04 Term Date 4/14/07	Original Requirements Amount \$ _____
Amendment Effect Date	New Term Date _____	Total Amt of Previous Amendments \$ _____
Original Contract Amount	\$ _____	Requirements Amount Amendment \$ _____
Total Amt of Previous Amendments	\$ _____	Total Amount of Requirements \$ _____
Amount of Amendment	\$ _____	
Total Amount of Agreement \$	\$91,530	

REQUIRED SIGNATURES:

Department Manager <u>Robert Maestre</u>	DATE <u>3-31-04</u>
Purchasing Manager _____	DATE _____
County Attorney <u>[Signature]</u>	DATE <u>4/2/04</u>
County Chair <u>[Signature]</u>	DATE <u>4-29-04</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: WBS 6700RT5037C634 APPROVED: MULTNOMAH COUNTY BOARD OF COMMISSIONERS
 AGENDA # C-2 DATE 04-29-04
 DEBORAH L. BOGSTAD, BOARD CLERK

**GOVERNMENT CONTRACT (190 AGREEMENT)
No. 4600004689**

This is an Agreement between the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University (PSU) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

Part of the Broadway Phases 4-7 project is to replace the metal grating that currently forms the roadway of the lift span with a Fiber Reinforced Polymer (FRP) deck with a polymer concrete overlay. The purpose of this Agreement is to perform mechanical tests on production samples of this FRP deck to characterize the performance and assure quality of the product.

The parties agree as follows:

1. **TERM.** The term of this agreement will be from the date all signatures are obtained to the date project is complete, or three years, which ever occurs first. This agreement may be renewed if additional funds are made available to extend the scope of work. Costs may be incurred for this Agreement from November 30, 2003.

2. **RESPONSIBILITIES OF PSU.** PSU will perform the following services:

Task 1: Instrumentation Plan

PSU will develop an instrumentation plan as described in Exhibit A, Section 1 A, for monitoring and recording of test results for each panel test specified in Exhibit A, Section 2 - TEST PROCEDURE, which is attached and is incorporated by this reference to this agreement. Instrumentation plan contents will meet those specified in Exhibit A, Section 1 A -.Instrumentation Plan Content and be delivered on or before the due dates shown in Exhibit A, Section 3 - PROJECT DELIVERABLES.

Task 2: Modeling and Testing

PSU will test each panel according to the test procedures provided in Exhibit A., Section 2 - TEST PROCEDURE. All tests are to be completed within 146 days of notice to proceed under this agreement as shown in Exhibit A, Section 3 - PROJECT DELIVERABLES.

PSU will be responsible for providing and placing the monitoring instruments to each panel tested.

Task 3: Raw Data Files

PSU will provide the raw data files in the manner specified in and on or before the date shown in Exhibit A, Section 3 - PROJECT DELIVERABLES.

Task 4: Draft and Final Summary Reports

PSU will, in accordance with the Laboratory Test Findings, report requirements set forth in Exhibit A, Section 1 B and document and report the test results in accordance with the data collection methods specified in Exhibit A, Section 2 - TEST PROCEDURE. PSU will prepare a preliminary report and a final report after County review and input of preliminary report on or before the due date shown in Exhibit A, Section 3 - PROJECT DELIVERABLES. Content of the reports will be as specified in Exhibit A, Section 1 B - Laboratory Test Findings Report.

3. RESPONSIBILITIES OF COUNTY.

County will be responsible for assembly of panels to be used by PSU. The County will deliver the assembled panels to PSU no later than 10 days after notice to proceed.

4. **TERMINATION.** This agreement may be terminated by either party upon 60 days written notice.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 County will indemnify, defend and hold harmless PSU from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and 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 PSU will indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of PSU, its officers, employees and agents in the performance of this agreement.

6. **INSURANCE.** Each party will be responsible for providing worker's compensation insurance as required by law. Neither party will be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party will comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party will comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS.** Each party will have access to the books, documents, and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT.** PSU will not subcontract or assign any part of this agreement without the written consent of the County.
11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. ADDITIONAL TERMS AND CONDITIONS:

A. **FUNDS AVAILABLE.** In the event that funds cease to be available to County in the amounts anticipated for this agreement, County may terminate or reduce the scope of services to be provided and contract funding accordingly.

B. PAYMENT TERMS:

1. Payment for the services identified herein is on a lump sum basis. The maximum payment under this agreement is \$91,530.
2. The lump-sum payment will be made after completion of all testing and the final report has been submitted and approved.

Payment will be sent to Portland State University; Research Accounting; PO Box 751 (B)/RA); Portland, OR 97207-0751.

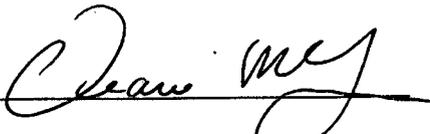
3. PSU's request for payment of services under this agreement will be sent to Gerald Elliott; Multnomah County Bridge Section; 1403 SW Water Avenue; Portland OR 97214. Invoice must be received by County within 60 days following the end of the contract work. Requests for payment received after that date will not be paid.
 4. County will have 30 days to review all invoices prior to payment.
- C. **OWNERSHIP.** Application of methods developed for testing of private materials supplied by County and data results of said tests shall be considered property of the County and held in confidence, subject to Oregon Public Records Law. All rights to inventions or discoveries attained in apparatus testing, or improvement of testing methods, materials, and processes, shall belong to PSU and shall be disposed of in accordance with University policy.
- D. **RECORD CONFIDENTIALITY.** PSU agrees to keep confidential any County proprietary information that County designates as such and supplies to PSU during the course of this Agreement. Such information will not be included in any published material without prior approval by County.
- E. **CONTRACT ADMINISTRATION.** County designates Tye Aldana as the Project Manager to represent County in all matters pertaining to the administration of this Agreement. PSU Designates Wendelin Mueller as the Project Manager to represent PSU in Technical matters pertaining to this Agreement. Martha Kierstead is the contract officer with responsibility for administration of the contract.
- F. **ACCEPTANCE OF WORK:**
1. PSU is responsible to complete all work described in Section 2, **RESPONSIBILITIES OF PSU**, to the satisfaction of the County. If PSU expends all time and funds but services and products are not satisfactory, PSU is responsible to complete work to County's satisfaction without further compensation.
 2. Final payment to PSU will be made upon verification of completion and acceptance of the work by County. County, or their duly authorized agents, may audit PSU records prior to payment of this agreement. In no event will the costs exceed the amount specified above without a contract amendment.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. SPONSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND SPONSOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

MULTNOMAH COUNTY, OREGON

PORTLAND STATE UNIVERSITY

By 
Title Diane M. Linn, County Chair

By _____
Martha Kierstead
Title Contract Officer

Date 04.29.04

Date _____

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
For Multnomah County, Oregon

Approved as to form:

By 
Deputy Assistant County Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 04.29.04
DEBORAH L. BOGSTAD, BOARD CLERK

EXHIBIT A

Contract No. 4600004689
Broadway FRP Deck Test Project
(Plan and Reports, Test Procedure, Deliverables)

1. PLAN AND REPORT REQUIREMENTS

- A. Instrumentation Plan Content:** The instrumentation plan will document the test instrumentation setup with enough detail to provide for a measurement system that will result in a reproducible calibration setup. The plan will include data sample rate, strain gauge and displacement sensor manufacturer model numbers, strain gauge bridge circuit configuration, data acquisition system hardware models, strain gauge excitation voltage, signal conditioning parameters that are applied prior to data recording, measurement system calibration procedure, and expected measurement system uncertainty.
- B. Laboratory Test Findings Report:** The test report will summarize all test results and include identification of mathematical methods of data analysis used, actual panel test setup images for each test, plots of input versus output(s) for each panel test, and images of the failure zones upon completion of each panel test. Written discussion will include analysis on statistical outliers and unexpected uncertainties in the results and observations/analysis of the failure modes and mechanism. Material properties test results required by the Test Plan will be included in the report.

2. TEST PROCEDURE

A. Flexure – Monotonic Loading to Failure (1 Test)

This test is to be conducted on a panel of width sufficient to develop slab action.

Deck and Support Configuration

A 4 X 7 ft. panel with supports spaced at 5'2" center to center will be tested. The supports will simulate a hinge or roller. The supports will be constructed to resist lateral movement during testing.

Loading

The load will be applied through a rubber pad area of 10"X20" with a steel plate on top and of sufficient thickness as to provide uniform distribution. The load will be centered in the span of the panel with the 20" pad dimension parallel to the long dimension. The loading rate will be less than or equal to that specified by ASTM for tension tests of steel coupons.

Instrumentation

Two (2) strain gauges will be located at the center bottom of the panel to measure the primary tension in the bottom surface. The load and resulting displacements at five (5) points will be recorded. The displacements will be measured at five (5) points equally spaced across the center of the panel in the direction of the short axis, at the mid-span of the long axis. The stiffness of the panel will be reported in a load vs. displacement plot using the displacement under the load. Data will be continuously recorded until failure.

B. Shear – Monotonic Loading to Failure (2 Tests)

Deck and Support Configuration

A 2 X 4 ft. panel with continuous supports in the 2' direction will be tested. The load pad will be positioned 5" from the edge of the support. The webs will be running in the 4' direction.

Loading

The load will be applied through a rubber pad area of 10"X20" with a steel plate on top and of sufficient thickness as to provide uniform distribution. The end of the loading pad will be positioned 5" from the edge of the support. The 20" dimension of the loading pad will be parallel to the support. In the other dimension, the center of the load will be positioned in the center of the panel. The loading rate will be less than or equal to that specified by ASTM for tension tests of steel coupons.

Instrumentation

Three (3) strain gauge rosettes will be located 2.5" from the edge of the support and mid height of each of the three webs under the loading pad. Maximum shear will be resolved from the rosette gauges. Two strain gauges will be mounted below the vertical web to measure the bottom surface tension. The load and displacement at the load point will be recorded. Data will be continuously recorded until failure.

C. Bearing – Monotonic Loading to Failure (4 Tests)

Deck and Support Configuration

Four (4) 4 X 6 ft. panels will be needed for these tests. The panels will be supported beneath the load by a rigid support with minimum dimensions of 20X30" or to the end of the panel. The 20" dimension will be parallel to the 10" direction of the loading pad. Any overhanging panels will be supported so as not to induce cantilever action in the panels.

Loading

The load will be applied through a rubber pad area of 10"X20". with a steel plate on top and of sufficient thickness as to provide uniform distribution. The load will be applied in the center of the three panels. Two load points will be used: 1) above the vertical web of the panel at a web where the sloping webs flare **inward** towards the top of the panel, and 2) above the vertical web of the panel at a web where the sloping webs flare **outward** towards the top of the panel. The load pad will be rotated 90 degrees for the **inward** and **outward** position of load. The loading rate will be less than or equal to that specified by ASTM for tension tests of steel coupons.

Instrumentation

The load and displacement at the load point will be recorded. Data will be continuously recorded until failure.

D. Sub Assemblage Flexure – Fatigue Loading (1 Tests)

Deck and Support Configuration

A 6 X 12 ft. panel and steel girders will be needed for this test. The County will provide three (3) W21X44 sections with studs welded to the flanges. The County will grout the panel to the W sections and install any wearing surface and/or overlays at a location other than the STAR lab. The W21X44 will be simply supported at their ends by a 4X8X1" steel plate. The 4" dimension is in the direction of the span of the W section.

Loading

Two (2) load patches are applied in this test simultaneously. The load will be applied through rubber pads with an area of 10"X20" with a steel plate on top and of sufficient thickness as to provide uniform distribution. The loads will be applied at the center of the panel/girder configuration and spaced 6 ft. in the direction of the 12 ft. dimension of the panel. The long dimension of the pad will align with the long axis of the panel.

Two (2) million cycles of load will be applied. The County will specify the maximum load. The minimum load will be no greater than 10% of the maximum. The frequency of the loading will not be higher than 3 Hz.

Instrumentation

The load and displacement at the loading points will be recorded. In addition, at one load point in the direction of the 6 ft. there will be deflections measured at both edges of the panel and at 1.0 ft. from each edge. Two (2) strain gauges will be located under each loading point to measure the tension in the bottom of the panel. One (1) strain gauge will be oriented in the same direction as the two under the load but located mid way from the load point to the edge of the panel (Figure 4). Strain gauges will also be mounted to the center W section, under the top flange, on top of the bottom flange and in the middle of the web. Three (3) grout strength tests will be performed on specimens provided to the STAR lab. Deflection and strain data will be recorded after every 25,000 cycles of load. Any delaminating, bond failure, and/or cracking will be observed and recorded.

At the end of the cyclic loading, the panel will be covered with a minimum of 1 in. of water for 24 hours and inspected for any leakage.

E. Subcomponent Deck-to-Girder – Fatigue and Monotonic Loading to Failure **(1 Test)**

Deck and Support Configuration

Two (2) 2X4 ft. panels will be connected to both flanges of a W21X44 sections with studs welded to the flanges. The County will provide the two (2) W sections with studs and of a length of five (5) ft. to allow the W section to extend beyond the panels to allow for load application. The County will grout the panel to the W sections at a location other than the STAR lab. The support conditions will be so as to allow a push out test of the panel from the girders. Care will be taken to ensure that the panels do not crush during the tests.

Loading

Five (5) million cycles of load will be applied. The County will specify the maximum load. The minimum load will be no greater than 10% of the maximum. The frequency of the loading will not be higher than 3 Hz.

At the end of the fatigue loading, the Deck-to-Girder connection will be loaded to failure. The loading rate will be less then or equal to that specified by ASTM for tension tests of steel coupons.

Instrumentation

Two (2) LVDTs will be placed on both sides of the test specimen. One will measure the displacement of the girder the other the displacement of the panel. The difference is the slip between the panel and girder at that side of the test specimen. Strain gauges will be located on the inside of the flange of the W section at the location of the stud in an attempt to gather information on the stud's performance. These gauges will also be used to determine the load flow

from the girder through the studs and into the panels, shear lag. Three (3) grout strength tests will be performed. Failure load will be determined after the cyclic load test.

3. **PROJECT DELIVERABLES**

The following tables list deliverables and anticipated submittal dates for this project. Deliverables will be submitted to County in paper and electronic format compatible with Microsoft Windows or NT based platforms running Microsoft Windows 2000 software including, MS Word, MS Excel, and MS Project. Raw data from test results will be transferred and reported to County in MS Excel. Data columns will be identified to correlate with each respective output sensor and input device.

DELIVERABLES:

DELIVERABLE	NO. COPIES
Instrumentation Plan	1
Raw Data Files	1
Laboratory Testing Findings Draft Summary Report	1
Laboratory Testing Findings Final Summary Report	4

DELIVERABLE SCHEDULE:

Task	Due Date*
Instrumentation Plan	10 Days from Notice to Proceed
Modeling & Testing Completed	146 Days from Notice to Proceed
Raw Data Files	160 Days from Notice to Proceed
Draft Summary Report	160 Days from Notice to Proceed
Final Summary Report	175 Days from Notice to Proceed

* Due date is based on calendar days.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: April 29, 2004

Agenda Item #: C-3

Est. Start Time: 9:30 AM

Date Submitted: 04/05/04

Requested Date: April 29, 2004

Time Requested: N/A

Department: DBCS

Division: Emergency Management

Contact/s: Tom Simpson

Phone: (503) 988-4233

Ext.: 84233

I/O Address: 503/6

Presenters: Consent Calendar

Agenda Title: Government Revenue Agreement 0410571 with the State of Oregon for FEMA Reimbursement of Eligible Costs to Multnomah County for Costs Incurred by the County as a Result of the Severe Winter Storm December 26, 2003, through January 14, 2004

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

1. What action are you requesting from the Board? What is the department/agency recommendation?
Approval of the intergovernmental agreement.

2. Please provide sufficient background information for the Board and the public to understand this issue.

As a result of the winter storm during late December 2003 and early January 2004, the State of Oregon requested federal assistance for the 26 impacted counties. In late February the President approved the Governor's request. The Federal Emergency Management Agency (FEMA) is reviewing the costs associated with the County's response to the disaster and may reimburse up to 75% of eligible costs.

The intergovernmental agreement needs to be in place in order for these funds to be moved from the State to the County once the costs are approved by FEMA. Impacted County agencies are Facilities and Property Management, Transportation, and the Sheriff's Office.

3. **Explain the fiscal impact (current year and ongoing).**
These funds are to reimburse up to 75% of County costs incurred during the storm. Initial estimates place this number near \$500,000, but it may be lower based on early discussions with FEMA representatives.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**

- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**

- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**

- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. **Explain any legal and/or policy issues involved.**
None.
5. **Explain any citizen and/or other government participation that has or will take place.**
This process includes participation by the County, State of Oregon Emergency Management, and FEMA.

Required Signatures:

Department/Agency Director: Robert A Maestre

Date: 04/05/04

Budget Analyst



By: _____

Date: 04/08/04

Dept/Countywide HR

By: _____

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached Contract #: 0410571
 Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period <input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	Contracts over \$75,000 per 12 month period <input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Government Contracts (190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <hr/> <div style="text-align: center;">CLASS III B</div> <input checked="" type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue <hr/> <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Emergency Services Date: April 2, 2004
 Originator: Tom Simpson Phone: (503) 988-4233 Bldg/Rm: 503/6th Fl.
 Contact: Cathy Kramer Phone: x22589 Bldg/Rm: 455/Annex

Description of Contract: Governmental Agreement with the Dept. of State Police/Oregon Emergency Management for FEMA reimbursement of eligible costs to Multnomah County for costs incurred by the County as a result of the severe winter storm which occurred from December 26, 2003, through January 14, 2004.

RENEWAL: PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	<u>Dept of State Police/Oregon Emergency Management</u>			Remittance address	_____
Address	<u>PO Box 14370</u>			(If different)	_____
City/State	<u>Salem OR</u>			Payment Schedule / Terms	_____
ZIP Code	<u>97309-5062</u>			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	<u>(503) 378-2911 x22222 (Denise Choin)</u>			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	_____			<input type="checkbox"/> Other \$ _____	<input checked="" type="checkbox"/> Other
Contract Effective Date	<u>4/29/04</u>	Term Date	<u>4/30/09</u>	<input type="checkbox"/> Requirements Funding Info:	
Amendment Effect Date	New Term Date _____			Original Requirements Amount	\$ _____
Original Contract Amount	\$ _____	Total Amt of Previous Amendments	\$ _____	Requirements Amount Amendment	\$ _____
Total Amt of Previous Amendments	\$ _____	Total Amount of Requirements	\$ _____		
Amount of Amendment	\$ _____				
Total Amount of Agreement \$	\$0				

REQUIRED SIGNATURES:

Department Manager Robert Maestre DATE 4-5-04
 Purchasing Manager _____ DATE _____
 County Attorney Christopher Choin DATE 4/4/04
 County Chair Chris May DATE 4-29-04
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

COMMENTS: Cost Center 901000

APPROVED: MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-3 DATE 04-29-04
 DEBORAH L. BOGSTAD, BOARD CLERK

STATE OF OREGON
OREGON EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 1510-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Department of State Police, Office of Emergency Management, hereinafter referred to as "OEM" and Multnomah County, hereinafter referred to as the "SUBGRANTEE".

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from a severe winter storm on December 26, 2003 through January 14, 2004, and

WHEREAS OEM is authorized by the 2004 FEMA-State Agreement for the 2003/2004 Severe Winter Event to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 1510-DR-OR, OEM is reimbursing the SUBGRANTEE for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of December 26 through January 14, in the manner described herein.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBGRANTEE under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBGRANTEE upon completion of the project(s).

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBGRANTEE which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-1510-DR-OR. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

The parties understand that the Federal Emergency Management Agency will contribute 75 percent of the eligible costs for any eligible project and also will contribute an administrative allowance, as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBGRANTEE will commit and is responsible for providing the required 25 percent match to any eligible project for the SUBGRANTEE which has been identified under the Presidential Major Disaster Declaration FEMA-1510-DR-OR and for which funding is authorized by state and federal officials.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA, shall issue payments to the SUBGRANTEE as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-1510-DR-OR, that amount is \$54,100.
 - b) Payments are made for all small projects to the SUBGRANTEE upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for Small Projects, as provided in 44 CFR 205.205(b).
 - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBGRANTEE upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.
 - c) Final Payment: Final payment will be made upon submission by the SUBGRANTEE of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.
3. In addition to payment as provided by subsections 1 and 2 of this section 6.0, SUBGRANTEE is eligible to receive federal administrative monies, upon completion and closure of the project, for the costs of requesting, obtaining, and administering the disaster assistance grant. This payment shall be based upon the following percentages of total eligible costs.
 - For the first \$100,000 of eligible costs, three percent of such costs;
 - For the next \$900,000, two percent of such costs;
 - For the next \$4,000,000, one percent of such costs; and
 - For those costs over \$5,000,000, one-half percent of such costs.

4. All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.
5. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-1510-DR-OR. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this agreement.

7.0 RECORDS MAINTENANCE

The SUBGRANTEE shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBGRANTEE will retain all books, records, documents, and other material relevant to this Agreement for three years after date of final payment, or an extended period as established by FEMA in 44 CFR 13.42.

8.0 AUDITS

Audits shall be in accordance with the Single Audit Act of 1984. The SUBGRANTEE is to procure, at its own cost, audit services based on the following guidelines:

1. SUBGRANTEE receiving less than \$50,000 in federal funds in a fiscal year is exempt from compliance with the Single Audit Act. However, records must be available for review by OEM.
2. SUBGRANTEE receiving \$50,000 to \$500,000 in total federal funds in a fiscal year may choose to have an audit made in accordance with the Office of Management and Budget (OMB) Circular A-133 or a program audit.
3. SUBGRANTEE receiving \$500,000 or more in a fiscal year in total federal funds shall have a Single Audit made in accordance with OMB Circular A-133.

As applicable, the SUBGRANTEE must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Generally Accepted Government Auditing Standards developed by the Comptroller General; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

The SUBGRANTEE must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name, program name, federal catalog number (CFDA-97.036), grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balance.

The SUBGRANTEE shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBGRANTEE is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBGRANTEE disallowed costs resulting from the final audit.

The SUBGRANTEE shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBGRANTEE's fiscal year in which SUBGRANTEE receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBGRANTEE will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBGRANTEE shall include these requirements in any subcontracts.

9.0 RECOVERY OF FUNDS

In the event that the SUBGRANTEE fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBGRANTEE of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBGRANTEE shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBGRANTEE shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBGRANTEE obtains recovery from a responsible party, the SUBGRANTEE shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBGRANTEE shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

10.0 CONFLICT OF INTEREST

The SUBGRANTEE will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

11.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

12.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBGRANTEE either in whole or in part.

13.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBGRANTEE subcontracts for engineering services, the SUBGRANTEE shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBGRANTEE for the benefit of the SUBGRANTEE of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBGRANTEE shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

14.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBGRANTEE may appeal any determination previously made related to the federal assistance for the SUBGRANTEE. The SUBGRANTEE's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBGRANTEE's position.

Upon receipt of an SUBGRANTEE's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

15.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBGRANTEE that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the in the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. In the event of termination of this Agreement, each party shall be liable only for services rendered by the other party, prior to the effective date of termination.
2. OEM may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is a reduction in federal funds which are the basis for this Agreement.

17.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

18.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBGRANTEE, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBGRANTEE shall, as required by ORS 401.145(2), indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBGRANTEE, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

19.0 SUBGRANTEE ASSURANCES

SUBGRANTEE represents and warrants to OEM as follows:

1. SUBGRANTEE is a political subdivision of the State of Oregon. SUBGRANTEE has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subgrantee and constitutes the legal, valid and binding obligation of Subgrantee, enforceable in accordance with its terms.
3. The SUBGRANTEE hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 13, 14, 17, 18 and 206, and Subchapters B, C and D; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133; the Oregon State Public Assistance Administrative Plan dated September 1993; Wages, Hours and Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).
4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBGRANTEE will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.

6. The SUBGRANTEE will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBGRANTEE will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBGRANTEE will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBGRANTEE will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBGRANTEE shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under Section 16.0 of this Agreement.
10. The SUBGRANTEE shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. The SUBGRANTEE does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program. However, if FEMA and any other Federal agency are a party to a contract for the repair or restoration of a public building or public facility, the contract would have to comply with the Davis-Bacon Act.
12. The SUBGRANTEE and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBGRANTEE, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

20.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBGRANTEE.

21.0 ACKNOWLEDGMENTS

The SUBGRANTEE shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to this project in any release or other publication developed or modified for, or referring to the project.

22.0 INSURANCE

The SUBGRANTEE will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

23.0 SEVERABILITY

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

24.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

25.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this agreement are:

For SUBGRANTEE:

NAME
TITLE
ADDRESS
CITY
Phone:
Fax:

For OEM:

Abby Kershaw
Section Director, Financial and Recovery Services Section
Oregon Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503)378-2911, ext 22227
Fax: 503-373-7833

Notices under this agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated.

by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgement of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

26.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. Any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into an amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBGRANTEE have executed this Agreement as of the date and year written below.

Abby Kershaw, Section Director
Financial and Recovery Services Section
Office of Emergency Management

Date:

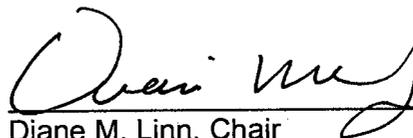
APPROVED AS TO FORM:

Keith Kutler
Assistant Attorney General

DATE: 2-04-04

Oregon Emergency Management
PO Box 14370
Salem OR 97309-5062

CFDA: 97-036



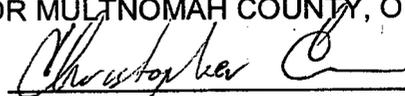
Diane M. Linn, Chair
Board of County Commissioners
For Multnomah County, Oregon

Printed Name: _____

Date: 04-29-04

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Assistant County Attorney

Federal Tax ID No. (TIN): 93-6002309.

Multnomah County-DBCS/Emergency Mgmt
1620 SE 190th Avenue
Portland OR 97233

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-3 DATE 04-29-04

DEBORAH L. BOGSTAD, BOARD CLERK

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: April 29, 2004

Agenda Item #: R-1

Est. Start Time: 9:30 AM

Date Submitted: 03/29/04

Requested Date: April 29, 2004

Time Requested: 30 minutes

Department: Business & Community Services

Division: HR

Contact/s: Gail Parnell/Jeanie Staino

Phone: 503-988-5015 **Ext.:** 26488

I/O Address: #503/4

Presenters: Gail Parnell/Jeanie Staino

Agenda Title: Service Award Ceremony – July 1, 2003 through December 31, 2003

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

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?** The department recommends the Board recognize and appreciate employees' dedicated tenure with Multnomah County.
 - 2. Please provide sufficient background information for the Board and the public to understand this issue.** Employee service, with awards and certificates, are acknowledged twice a year. Award ceremony usually occurs in the Spring and in the Fall. Employees and family are invited to come to the award ceremony at the Board meeting.
 - 3. Explain the fiscal impact (current year and ongoing).**

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

If a budget modification, explain:

- ❖ What revenue is being changed and why?

- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:



Department/Agency Director: _____

Date: 03/22/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR



By: _____

Date: 03/22/04

Service Awards Attendees - April 29, 2004 BCC Meeting
9:30 am, Multnomah Building Board Room
Honoring Employees Whose Hire Dates Fall between July 1, 2003 - December 31, 2003
(Of the 361 employees who received letters, 117 indicated they would attend.)

Five Years

DBCS- Terence Baxter
Rosie Bockowski
Jaci Burns
Dzung Co
Angela Cration
Debra Crawford
Carolyn Edgett
Robert Fields
Douglas Frieze
Michael Jaspin
Karen Monahan
Matthew Newstrom
James Opoka
Dennis Rutt
Jeremy Snethen
M. C. Stine
Michelle Williamson
Lisa Yeo

LIB – Marcia Anderson
Brandon Barnett
Sue Ciesielski
Ruth Fay
Suzanne Jones
Moria McAuliffe
David Miles

NON – Lavonne Griffin-Valade
Kevin Kitamura
Sarah Landis
Michael Pullen

OSCP- James Bunker
Cristy Cabine
Mary Krogh
Andrey Tkachenko
Lori Williams

DCHS- Joseph Anderko
Linda Brock
Stephen Dunlevy
Melissa Fogel
Charlene Frye
Rose Galante
Marcie Liesegang
Jacob Mestman
Susan Montgomery
Wanda Potts
Erin Schroetke
Ken Zwaschka

DCJ - Kerrie Behrman
Megan Despain
John Middlesworth
Shawntia Otero
Jim Peterson
Bob Robison
Judith Salter

HD - Marcia Blaine
Shona Brunton
Millie Castillo
Edward Leonid Guzman Fernandez
Alicia Jones
Linda Pickthorne
Ava Raimo
Jennifer Snarski
Theresa Welch

Ten Years

DBCS- Samuel Konadu
Linda South
Carol Summer
Linda Truong
Anita Whynot
Gail Wilson

DCHS- Scott Finnegan
Roxanne Hanneman
Teresa Mandzij
Karen Markins
Laura Wetzel

DCJ- Rachel Bouton
Glenda Sonies
Noreen Swan
Dane Warnke

HD - Ana Calles
Martha Herrera
Tina Nguyen
Jane Tiger

OSCP- Susan Peters

Fifteen Years

DBCS- Debra Anderson
Dennis Dexter
James Emerson
Patrick Hinds
Michael McBride
Alan Proffitt
Patricia Thompson
Dwight Wallis

DCHS- Robin Wiggin

DCJ- Lisa Davison
Darryl Winchester
Kathleen Zimmerman

HD - Barbara Broderick
Charlotte Hutchinson
Patricia Kullberg
Joy McNeal
Rene Warren

Twenty Years

DBCS- Jeanette Hankins
John Muenchow
Kathleen Tuneberg

DCHS- Karen Mayfield

HD - David Houghton
James McDonald
Janet Wallinder

LIB - Elaine Morgan
Jeanne Ramsten

Twenty-five Years

DBCS- Terrie Weisz

HD - Peggy Lou Hillman
Janine Tebeau-Jemerson

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J. Marie Kontur
Kristine Walker

Thirty Years

DBCS- Vikki Reynoldson

OSCP- Mary Stewart

Chair Linn will acknowledge these employees –

Melissa Fogel and Ken Zwaschka - 5 years – County Human Services

Melissa and Ken serve on our Southeast Advisory Team in Aging and Disability Services which is a volunteer advisory group interested in quality improvement, staff recognition, and promoting a positive and safe work environment.

Michelle Williamson – 5 years – Business & Community Services

Michelle is a Finance Specialist 1 in County Business Services. She provides accounts receivable services to the Department of Community Justice.

Recently Michelle had an idea to replace an ineffective message on past due statements with a stronger, more direct approach. The new message, printed on a florescent orange label states: "Pay your supervision fee today or you could be in VIOLATION." Michelle's innovation generated \$20,000 in additional revenue at DCJ's Case Bank Unit and over a hundred telephone calls which Michelle fielded herself.

Bob Robison – 5 years – Community Justice

Bob has been instrumental in improving services to victims, and promoting the Community Justice Initiative through grassroots community development efforts in particular with the Latino Community in Rockwood. The artwork mural on the local store in Rockwood was a great success, as was the Victim Impact Panel which Bob arranged for JSD staff.

Janine Tebeau-Jemerson - 25 years – Health Dept.

The Oregon Center for Nursing has a message on a poster that reads: "Caring knows no boundaries. It's about community; it's about culture; it's about neighborhood". In Janine's case it's also about leadership, commitment and dedication to serving youth with sensitivity, empathy and professionalism at the Jefferson School Based Health Clinic. Just ask the kids Janine has connected with and the families whose lives she has touched. Her husband says Janine's is committed to kids, to education, and the Jefferson High School staff. Janine is about making the world a better place and she enriches so many lives. And, I'm told she is a great zydeco dancer and coach!

GAIL PARNELL, HR OPERATIONS MANAGER, MULTNOMAH COUNTY

We are here today to honor our Multnomah County employees, by recognizing the years of personal commitment and professional contributions, which they have given to the County.

I would like to start by saying thank you to County Chair Diane Linn, and to each of the Commissioners, for your support of our employees and for sponsoring this recognition ceremony here today.

[Chair Linn will acknowledge a few employees who have made major accomplishments to the County at this point]

These Multnomah County service awards represent one way of thanking our employees for making Multnomah County an excellent place to work, as well as an outstanding service provider. Every employee that is here today has played an equally essential role in making that happen. You have all been KEY to our success.

Gail Parnell:

In a moment, I will be reading the names of those employees who have reached the 5, 10, 15, 20, 25, 30, and 35 year milestones as employees of Multnomah County between July 1, 2003 and December 31, 2003. If we add up the years that are represented here today in the **117** individuals receiving their awards, we have **1,160** years of service and dedication to Multnomah County.

Finally, before we recognize each of you individually, to ALL of you receiving a service award – on behalf of all of us here today, we say a collective THANK YOU and congratulations on a job well done. We will start with the 5 year service awards and move onward from there. When I read your name, please come up to the front to receive your award from Chair Linn and our Commissioners. If you are here for an award and I do not read your name, please come forward to be recognized.

There will be a reception on the 3rd Floor of the Multnomah Building. Please join us.

Service Awards Attendees - April 29, 2004 BCC Meeting
9:30 am, Multnomah Building Board Room
Honoring Employees Whose Hire Dates Fall between July 1, 2003 - December 31, 2003
(Of the 361 employees who received letters, 115 indicated they would attend.)

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Dennis Rutt
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M. C. Stine
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Lisa Yeo

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Brandon Barnett
Sue Ciesielski
Ruth Fay
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Kevin Kitamura
Sarah Landis
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Mary Krogh
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Dorothy Hoffmann
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Zvats - ka

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Kevin Kitamura - 5 years – Health Dept.

For the past 5 years, Kevin has been the graphic artist for Multnomah County. He's responsible for the graphic design needs for all departments except the Library. Kevin's projects represent 21% of the workload of the Public Affairs Office. Although juggling a full workload at times, Kevin's award-winning work is consistently on time and on budget. Kevin designs bike maps, brochures, conference programs, business cards, and the County's budget cover. He is the person to contact for professional graphic design services.

Gail Wilson – 10 years ---Chair's Office

Gail is celebrating her 10th year with Multnomah County. She spent most of that time in mental health administration. She also worked in the Facilities and Property Management Division. I am pleased to have had Gail as a member of my staff for almost a year as our front office receptionist.

*Ja-neen Tebeau
TEA-BOW*

Janine Tebeau-Jemerson - 25 years – Health Dept.

The Oregon Center for Nursing has a message on a poster that reads: "Caring knows no boundaries. It's about community; it's about culture; it's about neighborhood". In Janine's case it's also about leadership, commitment and dedication to serving youth with sensitivity, empathy and professionalism at the Jefferson School Based Health Clinic. Just ask the kids Janine has connected with and the families whose lives she has touched. Her husband says Janine's is committed to kids, to education, and the Jefferson High School staff. Janine is about making the world a better place and she enriches so many lives. And, I'm told she is a great zydeco dancer and coach!

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: April 29, 2004

Agenda Item #: R-2

Est. Start Time: 9:55 AM

Date Submitted: 04/05/04

Requested Date: April 29, 2004

Time Requested: 5 min

Department: Business & Community Services **Division:** Land Use & Transportation Planning

Contact/s: Derrick Tokos, Karen Schilling

Phone: 503-988-3043

Ext.: 22682

I/O Address: 455/116

Presenters: Derrick Tokos

Agenda Title: First Reading of a Proposed ORDINANCE Amending MCC § 37.0560 with Respect to Issuing Permits and Allowing Issuance of a Permit When Necessary to Protect Public Safety

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

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?** The request is for the Board of Commissioners to adopt ordinances amending §37.0560 and §38.0560 of the Multnomah County code to clarify when the County is precluded from issuing permits for property that is not in full compliance, adding specific language to allow issuance of a permit when necessary to protect public safety. The code sections contain identical language; the difference being that Chapter 38 applies to the National Scenic Area and Chapter 37 to the rest of the unincorporated County. Because changes to the National Scenic Area code are subject to concurrence by the Gorge Commission and Secretary of Agriculture, we have drafted separate ordinances so as not delay the effective date for these changes elsewhere in the County. The recommendation from the Planning Commission, Planning Director and Department Director is for approval of these amendments.
 - 2. Please provide sufficient background information for the Board and the public to understand this issue.**

Since 1979 the Multnomah County Code has had language prohibiting issuance of permits on properties that fail to meet certain provisions of the County zoning and land division ordinances. The compliance language was revised in 1998 and again in 2001, with the latest version requiring properties be in "full compliance" with all land use codes before an application for a permit can be approved. Landowners have an incentive to correct violations when they are interested in developing property and these provisions have been effective in getting compliance problems corrected. However, our experience in implementing the "full compliance" requirement has shown that the language has limitations, in terms of the range of County actions that require compliance, its application to work within easements, and its lack of flexibility to allow landowners to obtain permits in response to legitimate public safety issues or work with the County to sequence issuance of permits to achieve compliance. It is to these limitations that the amendments are targeted.

Revising the first sentence of the compliance section to include language stating "*The County shall not make a land use decision or issue a building permit approving development, including land divisions and property line adjustment ...*" clarifies the types of actions to which this code provision is targeted. Existing language is far reaching in its reference to all permits and is ambiguous as to what constitutes an approval, putting into question whether or not the County can make non-development related decisions which are defined under the code as permits (e.g. Planning Director Interpretations, Lot of Record Determinations, Address Changes, etc.). While the Planning Director and Hearings Officers have interpreted existing language to allow issuance of certain "non-development" permits reasoning that they do not constitute an "approval", this change removes ambiguity, making it clear that the County can take action on these types of applications. Further, MCC 37.0530 defines all "allowed uses" as Type 1 Permits, recognizing that they do not require a land use decision. County review is not required for development of some of these uses (e.g. farming activities, timber harvests, etc.); however, existing compliance language prohibits these activities on properties that are not in full compliance with the County Code. This change clarifies that allowed uses that do not require a land use decision or building permit are not subject to these sections.

The portions of §37.0560 and § 38.0560 that speak to when permits can be issued has been restructured into a list of circumstances where the County is free to take such action. The first item on the list includes existing language allowing issuance of a permit if it brings the property into full compliance with the County Code. Added to this is a sentence allowing "sequencing of permits or other approvals as part of a voluntary compliance agreement." The term "voluntary compliance agreement" comes from an ordinance that was recently presented to the Planning Commission, amending the County Violation and Enforcement regulations. Such agreements are effectively a written contract between the County and landowner outlining how compliance is to be achieved. By allowing sequencing of permits or other approvals as part of such agreements the County and landowners gain the flexibility to map out the steps necessary to satisfy County land use requirements in circumstances where, due to the severity of the violation or complexity of the permitting requirements, compliance cannot readily be achieved with a single permit or approval.

New language has also been added allowing issuance of permits for public safety purposes even if the property is not in full compliance with the County code. Imminent safety problems such as a failing slope adjacent to a road or home, or compromised utility infrastructure for water, sewer, fuel, or power, require immediate action to prevent harm not only to the subject property but other properties in the area. Since the

consequences of not being able to obtain approval for remedial action can impact a wide range of properties in addition to the parcel with the code compliance problem and considering the substantial amount of damage and potential for public harm that can result, it is prudent to add this language to ensure that the County permitting processes do not contribute to the problem. To be as clear as possible as to the range of activities that qualify under this provision, we have included a definition for the term *public safety*. The definition draws from language in Multnomah County Building Code §29.006 and §29.204 for Determination of Unsafe Buildings and includes examples of the types of conditions where the County can issue permits on non-compliant properties to facilitate abatement of the problem.

A clause has also been added allowing the County to issue permits for work related to and within a valid easement over, on or under an affected property. Such work might include the construction or repair of stormwater facilities, flood control structures, utilities, or roads. These projects are often linear in nature impacting more than one property. A party controlling an easement has a specific ownership right separate from those held by the owner of the underlying property. While they have some influence over what happens within the easement area, based upon its terms, they have little if any control over what happens on the rest of the property. The existing code compliance language does not draw a distinction between fee ownership of property and easement ownership meaning that an owner of a valid easement across a non-compliant property can not get permits for development until the compliance problem, unrelated to their easement interest, is resolved. This is inherently unfair and is resolved with these amendments.

3. **Explain the fiscal impact (current year and ongoing).** No financial impacts are anticipated.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain. Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. **Explain any legal and/or policy issues involved.** To the extent that “full compliance” language in the existing land use code may be at odds with building code standards requiring abatement of unsafe structures, these revisions eliminate the potential for conflict.

The Multnomah County Comprehensive Framework Plan identifies protection of the public health, safety, and welfare as a goal of the County Land Use Planning Program, achieved in part by assuring that the residents of Multnomah County are provided with a safe and healthy living environment and that public facilities and support facilities are provided in a timely, safe, and efficient manner (Part 1-5, Volume 2: Policies). The proposed amendments further these goals by giving the County the ability to issue permits on non-compliant properties for public facilities within valid easements (where the work is unrelated to the compliance problem) and allows landowners to obtain permits in response to legitimate public safety issues that might otherwise compromise their ability to live in a safe and healthy environment. This same set of Comprehensive Plan goals encourages citizen participation and problem solving, an objective that is advanced with the proposed revision to allow sequencing of permits to achieve code compliance.

5. **Explain any citizen and/or other government participation that has or will take place.** Notification of the Planning Commission hearing on the proposed ordinance amendment was published in the Oregonian newspaper. Copies of the revisions were also sent to the Gorge Commission, Forest Service, Indian tribal governments, the State Historic Preservation Office, and Cultural Advisory Committee, a step that is required for ordinance changes in the National Scenic Area. Gorge Commission staff has since contacted our office and indicated that they are not concerned by these changes. The proposed amendments were submitted to the State Department of Land Conservation and Development (DLCD) for their review. They have not provided comment.

Required Signatures:

Department/Agency Director: Robert A Maestre Date: 03/29/04

Budget Analyst
By: _____ Date: _____

Dept/Countywide HR
By: _____ Date: _____

BEFORE THE PLANNING COMMISSION
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. PC-04-001

Recommend to the Board of Commissioners the adoption of an ordinance amending Chapters 37 and 38 of the Multnomah County Code to clarify when the County is precluded from issuing permits for property that is not in full compliance with the County code, adding specific language to allow issuance of a permit when necessary to protect public safety.

The Planning Commission Finds:

- a. The Planning Commission supports the objective that properties comply with County land use requirements, and recognizes this as the premise behind the current language in §37.0560 and §38.0560 of the Multnomah County Code requiring properties be in "full compliance" before an application for a permit is approved.
- b. While effective, this full compliance requirement has limitations in terms of the range of County actions that require compliance, its application to work within easements, and its lack of flexibility to allow landowners to obtain permits in response to legitimate public safety issues or work with the County to sequence permits to achieve compliance.
- c. The proposed amendments, discussed in the February 20, 2004 staff report and described in Exhibit A to this resolution, resolves this by (1) clarifying that allowed uses, which do not require a land use decision or building permit, are not subject to the full compliance requirement; (2) allowing sequencing of permits or other approvals as part of a voluntary compliance agreement; (3) providing the County the ability to issue permits on non-compliant properties for public facilities within valid easements and; (4) allowing issuance of permits for public safety purposes even if the property is not in full compliance with the County code.
- d. The Multnomah County Comprehensive Framework Plan supports these changes, identifying protection of the public health, safety, and welfare as a goal of the County Land Use Planning Program that is achieved in part by assuring that the residents of Multnomah County are provided with a safe and healthy living environment and that public facilities and support facilities are provided in a timely, safe, and efficient manner.
- e. After notification of the proposed amendments was published in the Oregonian newspaper and copies mailed to the Gorge Commission, Forest Service, Indian tribal governments, the State Historic Preservation Office, and Cultural Advisory Committee, the Planning Commission held a public hearing on March 1, 2004 where all interested persons were given an opportunity to appear and be heard.

The Planning Commission Resolves:

The Multnomah County Planning Commission hereby recommends that the changes to sections §37.0560 and §38.0560 of the Multnomah County Code, as discussed in the staff report dated February 20, 2004 and described in Exhibit A to this resolution, be adopted by the Multnomah County Board of Commissioners.

Adopted this 1st day of March, 2004

PLANNING COMMISSION
FOR MULTNOMAH COUNTY, OREGON


John Ingle, Chair

Exhibit A to Planning Commission Resolution No. PC-04-001

Amendments to Chapters 37 and 38 of the Multnomah County Code to clarify when the County is precluded from issuing permits for property that is not in full compliance with the County code, adding specific language to allow issuance of a permit when necessary to protect public safety.

Section 37.0560 of the Code is amended to read as follows:

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

§37.0560 Code Compliance And Applications.

Except as provided in subsection (A), the County shall not make a land use decision, or issue a building permit approving any application for a permit or other approval development, including land divisions and property line adjustments including building permit applications, for any property that is not in full compliance with all applicable provisions of the Multnomah County Land Use Code and/or any permit approvals previously issued by the County. A permit or other approval, including building permit applications, may be authorized if it results in the parcel coming into full compliance with all applicable provisions of the Multnomah County Code.

- (A) A permit or other approval, including building permit applications, may be authorized if:
- (1) It results in the property coming into full compliance with all applicable provisions of the Multnomah County Code. This includes sequencing of permits or other approvals as part of a voluntary compliance agreement; or
 - (2) It is necessary to protect public safety; or
 - (3) It is for work related to and within a valid easement over, on or under an affected property.
- (B) For the purposes of this section, *Public Safety* means the actions authorized by the permit would cause abatement of conditions found to exist on the property that endanger the life, health, personal property, or safety of the residents or public. Examples of that situation include but are not limited to issuance of permits to replace faulty electrical wiring; repair or install furnace equipment; roof repairs; replace or repair compromised utility infrastructure for water, sewer, fuel, or power; and actions necessary to stop earth slope failures.

Section 38.0560 of the Code is amended to read as follows:

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

§38.0560 Code Compliance And Applications.

Except as provided in subsection (A), the County shall not make a land use decision, or issue a building permit approving any application for a permit or other approval development, including land divisions and property line adjustments including building permit applications, for any property that is not in full compliance with all applicable provisions of the Multnomah County Land Use Code and/or any permit approvals previously issued by the County. A permit or other approval, including building permit applications, may be authorized if it results in the parcel coming into full compliance with all applicable provisions of the Multnomah County Code.

- (A) A permit or other approval, including building permit applications, may be authorized if:
- (1) It results in the property coming into full compliance with all applicable provisions of the Multnomah County Code. This includes sequencing of permits or other approvals as part of a voluntary compliance agreement; or
 - (2) It is necessary to protect public safety; or
 - (3) It is for work related to and within a valid easement over, on or under an affected property.
- (B) For the purposes of this section, *Public Safety* means the actions authorized by the permit would cause abatement of conditions found to exist on the property that endanger the life, health, personal property, or safety of the residents or public. Examples of that situation include but are not limited to issuance of permits to replace faulty electrical wiring; repair or install furnace equipment; roof repairs; replace or repair compromised utility infrastructure for water, sewer, fuel, or power; and actions necessary to stop earth slope failures.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC § 37.0560 With Respect To Issuing Permits And Allowing Issuance Of A Permit When Necessary To Protect Public Safety

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

The Multnomah County Board of Commissioners Finds:

- a. The Board of Commissioners supports the objective that properties comply with County land use requirements, and recognizes this as the premise behind the current language in §37.0560 of the Multnomah County Code requiring properties be in “full compliance” before an application for a permit is approved.
- b. While effective, this full compliance requirement has limitations in terms of the range of County actions that require compliance, its application to work within easements, and its lack of flexibility to allow landowners to obtain permits in response to legitimate public safety issues or work with the County to sequence permits to achieve compliance.
- c. The amendments in this ordinance resolve this problem by (1) clarifying that allowed uses, which do not require a land use decision or building permit, are not subject to the full compliance requirement; (2) allowing sequencing of permits or other approvals as part of a voluntary compliance agreement; (3) providing the County the ability to issue permits on non-compliant properties for public facilities within valid easements and; (4) allowing issuance of permits for public safety purposes even if the property is not in full compliance with the County code.
- d. The Multnomah County Comprehensive Framework Plan supports these changes, identifying protection of the public health, safety, and welfare as a goal of the County Land Use Planning Program that is achieved in part by assuring that the residents of Multnomah County are provided with a safe and healthy living environment and that public facilities and support facilities are provided in a timely, safe, and efficient manner.
- e. The Planning Commission is authorized by Multnomah County Code subsection 37.0530(E) and by ORS 215.110, to recommend to the Board of County Commissioners the adoption of ordinances to implement the Multnomah County Comprehensive Plan. The Planning Commission held a public hearing on the amendments contained in this Ordinance where all interested persons were given an opportunity to appear and be heard. Notice of the public hearing was published in the Oregonian newspaper and copies mailed to the Gorge Commission, Forest Service, Indian tribal governments, the State Historic Preservation Office, and Cultural Advisory Committee. At that hearing the Planning Commission adopted a resolution recommending these amendments be made by the Board of Commissioners.

Multnomah County Ordains as follows:

Section 1. § 37.0560 is amended to read as follows:

§37.0560 Code Compliance And Applications.

~~Except as provided in subsection (A), the County shall not make a land use decision, or issue a building permit approving any application for a permit or other approval development, including land divisions and property line adjustments including building permit applications, for any property that is not in full compliance with all applicable provisions of the Multnomah County Land Use Code and/or any permit approvals previously issued by the County. A permit or other approval, including building permit applications, may be authorized if it results in the parcel coming into full compliance with all applicable provisions of the Multnomah County Code.~~

(A) A permit or other approval, including building permit applications, may be authorized if:

- (1) It results in the property coming into full compliance with all applicable provisions of the Multnomah County Code. This includes sequencing of permits or other approvals as part of a voluntary compliance agreement; or
- (2) It is necessary to protect public safety; or
- (3) It is for work related to and within a valid easement over, on or under an affected property.

(B) For the purposes of this section, Public Safety means the actions authorized by the permit would cause abatement of conditions found to exist on the property that endanger the life, health, personal property, or safety of the residents or public. Examples of that situation include but are not limited to issuance of permits to replace faulty electrical wiring; repair or install furnace equipment; roof repairs; replace or repair compromised utility infrastructure for water, sewer, fuel, or power; and actions necessary to stop earth slope failures.

FIRST READING:

April 29, 2004

SECOND READING AND ADOPTION:

May 6, 2004

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



Christopher D. Crean, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: April 29, 2004

Agenda Item #: R-3

Est. Start Time: 9:55 AM

Date Submitted: 04/05/04

Requested Date: April 29, 2004

Time Requested: 5 mins

Department: Business & Community Services

Division: Land Use & Transportation Planning

Contact/s: Derrick Tokos, Karen Schilling

Phone: 503-988-3043

Ext.: 22682

I/O Address: 455/116

Presenters: Derrick Tokos

Agenda Title: First Reading of a Proposed ORDINANCE Amending MCC § 38.0560 for the Columbia River Gorge National Scenic Area with Respect to Issuing Permits and Allowing Issuance of a Permit When Necessary to Protect Public Safety

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

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?** The request is for the Board of Commissioners to adopt ordinances amending §37.0560 and §38.0560 of the Multnomah County code to clarify when the County is precluded from issuing permits for property that is not in full compliance, adding specific language to allow issuance of a permit when necessary to protect public safety. The code sections contain identical language; the difference being that Chapter 38 applies to the National Scenic Area and Chapter 37 to the rest of the unincorporated County. Because changes to the National Scenic Area code are subject to concurrence by the Gorge Commission and Secretary of Agriculture, we have drafted separate ordinances so as not delay the effective date for these changes elsewhere in the County. The recommendation from the Planning Commission, Planning Director and Department Director is for approval of these amendments.
 - 2. Please provide sufficient background information for the Board and the public to understand this issue.**

Since 1979 the Multnomah County Code has had language prohibiting issuance of permits on properties that fail to meet certain provisions of the County zoning and land division ordinances. The compliance language was revised in 1998 and again in 2001, with the latest version requiring properties be in "full compliance" with all land use codes before an application for a permit can be approved. Landowners have an incentive to correct violations when they are interested in developing property and these provisions have been effective in getting compliance problems corrected. However, our experience in implementing the "full compliance" requirement has shown that the language has limitations, in terms of the range of County actions that require compliance, its application to work within easements, and its lack of flexibility to allow landowners to obtain permits in response to legitimate public safety issues or work with the County to sequence issuance of permits to achieve compliance. It is to these limitations that the amendments are targeted.

Revising the first sentence of the compliance section to include language stating "*The County shall not make a land use decision or issue a building permit approving development, including land divisions and property line adjustment ...*" clarifies the types of actions to which this code provision is targeted. Existing language is far reaching in its reference to all permits and is ambiguous as to what constitutes an approval, putting into question whether or not the County can make non-development related decisions which are defined under the code as permits (e.g. Planning Director Interpretations, Lot of Record Determinations, Address Changes, etc.). While the Planning Director and Hearings Officers have interpreted existing language to allow issuance of certain "non-development" permits reasoning that they do not constitute an "approval", this change removes ambiguity, making it clear that the County can take action on these types of applications. Further, MCC 37.0530 defines all "allowed uses" as Type 1 Permits, recognizing that they do not require a land use decision. County review is not required for development of some of these uses (e.g. farming activities, timber harvests, etc.); however, existing compliance language prohibits these activities on properties that are not in full compliance with the County Code. This change clarifies that allowed uses that do not require a land use decision or building permit are not subject to these sections.

The portions of §37.0560 and § 38.0560 that speak to when permits can be issued has been restructured into a list of circumstances where the County is free to take such action. The first item on the list includes existing language allowing issuance of a permit if it brings the property into full compliance with the County Code. Added to this is a sentence allowing "sequencing of permits or other approvals as part of a voluntary compliance agreement." The term "voluntary compliance agreement" comes from an ordinance that was recently presented to the Planning Commission, amending the County Violation and Enforcement regulations. Such agreements are effectively a written contract between the County and landowner outlining how compliance is to be achieved. By allowing sequencing of permits or other approvals as part of such agreements the County and landowners gain the flexibility to map out the steps necessary to satisfy County land use requirements in circumstances where, due to the severity of the violation or complexity of the permitting requirements, compliance cannot readily be achieved with a single permit or approval.

New language has also been added allowing issuance of permits for public safety purposes even if the property is not in full compliance with the County code. Imminent safety problems such as a failing slope adjacent to a road or home, or compromised utility infrastructure for water, sewer, fuel, or power, require immediate action to prevent harm not only to the subject property but other properties in the area. Since the

consequences of not being able to obtain approval for remedial action can impact a wide range of properties in addition to the parcel with the code compliance problem and considering the substantial amount of damage and potential for public harm that can result, it is prudent to add this language to ensure that the County permitting processes do not contribute to the problem. To be as clear as possible as to the range of activities that qualify under this provision, we have included a definition for the term *public safety*. The definition draws from language in Multnomah County Building Code §29.006 and §29.204 for Determination of Unsafe Buildings and includes examples of the types of conditions where the County can issue permits on non-compliant properties to facilitate abatement of the problem.

A clause has also been added allowing the County to issue permits for work related to and within a valid easement over, on or under an affected property. Such work might include the construction or repair of stormwater facilities, flood control structures, utilities, or roads. These projects are often linear in nature impacting more than one property. A party controlling an easement has a specific ownership right separate from those held by the owner of the underlying property. While they have some influence over what happens within the easement area, based upon its terms, they have little if any control over what happens on the rest of the property. The existing code compliance language does not draw a distinction between fee ownership of property and easement ownership meaning that an owner of a valid easement across a non-compliant property can not get permits for development until the compliance problem, unrelated to their easement interest, is resolved. This is inherently unfair and is resolved with these amendments.

3. **Explain the fiscal impact (current year and ongoing).** No financial impacts are anticipated.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain. Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. **Explain any legal and/or policy issues involved.** To the extent that “full compliance” language in the existing land use code may be at odds with building code standards requiring abatement of unsafe structures, these revisions eliminate the potential for conflict.

The Multnomah County Comprehensive Framework Plan identifies protection of the public health, safety, and welfare as a goal of the County Land Use Planning Program, achieved in part by assuring that the residents of Multnomah County are provided with a safe and healthy living environment and that public facilities and support facilities are provided in a timely, safe, and efficient manner (Part 1-5, Volume 2: Policies). The proposed amendments further these goals by giving the County the ability to issue permits on non-compliant properties for public facilities within valid easements (where the work is unrelated to the compliance problem) and allows landowners to obtain permits in response to legitimate public safety issues that might otherwise compromise their ability to live in a safe and healthy environment. This same set of Comprehensive Plan goals encourages citizen participation and problem solving, an objective that is advanced with the proposed revision to allow sequencing of permits to achieve code compliance.

5. **Explain any citizen and/or other government participation that has or will take place.** Notification of the Planning Commission hearing on the proposed ordinance amendment was published in the Oregonian newspaper. Copies of the revisions were also sent to the Gorge Commission, Forest Service, Indian tribal governments, the State Historic Preservation Office, and Cultural Advisory Committee, a step that is required for ordinance changes in the National Scenic Area. Gorge Commission staff has since contacted our office and indicated that they are not concerned by these changes. The proposed amendments were submitted to the State Department of Land Conservation and Development (DLCD) for their review. They have not provided comment.

Required Signatures:

Department/Agency Director: Robert A Maestre Date: 03/29/04

Budget Analyst
By: _____ Date: _____

Dept/Countywide HR
By: _____ Date: _____

BEFORE THE PLANNING COMMISSION
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. PC-04-001

Recommend to the Board of Commissioners the adoption of an ordinance amending Chapters 37 and 38 of the Multnomah County Code to clarify when the County is precluded from issuing permits for property that is not in full compliance with the County code, adding specific language to allow issuance of a permit when necessary to protect public safety.

The Planning Commission Finds:

- a. The Planning Commission supports the objective that properties comply with County land use requirements, and recognizes this as the premise behind the current language in §37.0560 and §38.0560 of the Multnomah County Code requiring properties be in "full compliance" before an application for a permit is approved.
- b. While effective, this full compliance requirement has limitations in terms of the range of County actions that require compliance, its application to work within easements, and its lack of flexibility to allow landowners to obtain permits in response to legitimate public safety issues or work with the County to sequence permits to achieve compliance.
- c. The proposed amendments, discussed in the February 20, 2004 staff report and described in Exhibit A to this resolution, resolves this by (1) clarifying that allowed uses, which do not require a land use decision or building permit, are not subject to the full compliance requirement; (2) allowing sequencing of permits or other approvals as part of a voluntary compliance agreement; (3) providing the County the ability to issue permits on non-compliant properties for public facilities within valid easements and; (4) allowing issuance of permits for public safety purposes even if the property is not in full compliance with the County code.
- d. The Multnomah County Comprehensive Framework Plan supports these changes, identifying protection of the public health, safety, and welfare as a goal of the County Land Use Planning Program that is achieved in part by assuring that the residents of Multnomah County are provided with a safe and healthy living environment and that public facilities and support facilities are provided in a timely, safe, and efficient manner.
- e. After notification of the proposed amendments was published in the Oregonian newspaper and copies mailed to the Gorge Commission, Forest Service, Indian tribal governments, the State Historic Preservation Office, and Cultural Advisory Committee, the Planning Commission held a public hearing on March 1, 2004 where all interested persons were given an opportunity to appear and be heard.

The Planning Commission Resolves:

The Multnomah County Planning Commission hereby recommends that the changes to sections §37.0560 and §38.0560 of the Multnomah County Code, as discussed in the staff report dated February 20, 2004 and described in Exhibit A to this resolution, be adopted by the Multnomah County Board of Commissioners.

Adopted this 1st day of March, 2004

PLANNING COMMISSION
FOR MULTNOMAH COUNTY, OREGON


John Ingle, Chair

Exhibit A to Planning Commission Resolution No. PC-04-001

Amendments to Chapters 37 and 38 of the Multnomah County Code to clarify when the County is precluded from issuing permits for property that is not in full compliance with the County code, adding specific language to allow issuance of a permit when necessary to protect public safety.

Section 37.0560 of the Code is amended to read as follows:

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

§37.0560 Code Compliance And Applications.

Except as provided in subsection (A), the County shall not make a land use decision, or issue a building permit approving any application for a permit or other approval development, including land divisions and property line adjustments including building permit applications, for any property that is not in full compliance with all applicable provisions of the Multnomah County Land Use Code and/or any permit approvals previously issued by the County. A permit or other approval, including building permit applications, may be authorized if it results in the parcel coming into full compliance with all applicable provisions of the Multnomah County Code.

(A) A permit or other approval, including building permit applications, may be authorized if:

- (1) It results in the property coming into full compliance with all applicable provisions of the Multnomah County Code. This includes sequencing of permits or other approvals as part of a voluntary compliance agreement; or
- (2) It is necessary to protect public safety; or
- (3) It is for work related to and within a valid easement over, on or under an affected property.

(B) For the purposes of this section, *Public Safety* means the actions authorized by the permit would cause abatement of conditions found to exist on the property that endanger the life, health, personal property, or safety of the residents or public. Examples of that situation include but are not limited to issuance of permits to replace faulty electrical wiring; repair or install furnace equipment; roof repairs; replace or repair compromised utility infrastructure for water, sewer, fuel, or power; and actions necessary to stop earth slope failures.

Section 38.0560 of the Code is amended to read as follows:

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

§38.0560 Code Compliance And Applications.

Except as provided in subsection (A), the County shall not make a land use decision, or issue a building permit approving any application for a permit or other approval development, including land divisions and property line adjustments including building permit applications, for any property that is not in full compliance with all applicable provisions of the Multnomah County Land Use Code and/or any permit approvals previously issued by the County. A permit or other approval, including building permit applications, may be authorized if it results in the parcel coming into full compliance with all applicable provisions of the Multnomah County Code.

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(3) It is for work related to and within a valid easement over, on or under an affected property.

(B) For the purposes of this section, *Public Safety* means the actions authorized by the permit would cause abatement of conditions found to exist on the property that endanger the life, health, personal property, or safety of the residents or public. Examples of that situation include but are not limited to issuance of permits to replace faulty electrical wiring; repair or install furnace equipment; roof repairs; replace or repair compromised utility infrastructure for water, sewer, fuel, or power; and actions necessary to stop earth slope failures.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC § 38.0560 For The Columbia River Gorge National Scenic Area With Respect To Issuing Permits And Allowing Issuance Of A Permit When Necessary To Protect Public Safety

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

The Multnomah County Board of Commissioners Finds:

- a. The Board of Commissioners supports the objective that properties comply with County land use requirements, and recognizes this as the premise behind the current language in §38.0560 of the Multnomah County Code requiring properties be in “full compliance” before an application for a permit is approved.
- b. While effective, this full compliance requirement has limitations in terms of the range of County actions that require compliance, its application to work within easements, and its lack of flexibility to allow landowners to obtain permits in response to legitimate public safety issues or work with the County to sequence permits to achieve compliance.
- c. The amendments in this ordinance resolve this problem by (1) clarifying that allowed uses, which do not require a land use decision or building permit, are not subject to the full compliance requirement; (2) allowing sequencing of permits or other approvals as part of a voluntary compliance agreement; (3) providing the County the ability to issue permits on non-compliant properties for public facilities within valid easements and; (4) allowing issuance of permits for public safety purposes even if the property is not in full compliance with the County code.
- d. The Multnomah County Comprehensive Framework Plan supports these changes, identifying protection of the public health, safety, and welfare as a goal of the County Land Use Planning Program that is achieved in part by assuring that the residents of Multnomah County are provided with a safe and healthy living environment and that public facilities and support facilities are provided in a timely, safe, and efficient manner. The Management Plan for the National Scenic Area is silent on this issue; therefore it is appropriate to rely upon the County Comprehensive Framework Plan for policy guidance.
- e. The Planning Commission is authorized by Multnomah County Code subsections 38.0530(D) and by ORS 215.110, to recommend to the Board of County Commissioners the adoption of Ordinances to implement the Multnomah County Comprehensive Plan. The Planning Commission held a public hearing on the amendments contained in this Ordinance where all interested persons were given an opportunity to appear and be heard. Notice of the public hearing was published in the Oregonian newspaper and copies mailed to the Gorge Commission, Forest Service, Indian tribal governments, the State Historic Preservation Office, and Cultural Advisory Committee. At that hearing the Planning Commission adopted a resolution recommending these amendments be made by the Board of Commissioners.

Multnomah County Ordains as follows:

Section 1. § 38.0560 is amended to read as follows:

§38.0560 Code Compliance And Applications.

Except as provided in subsection (A), The County shall not make a land use decision, or issue a building permit approving any application for a permit or other approval development, including land divisions and property line adjustments including building permit applications, for any property that is not in full compliance with all applicable provisions of the Multnomah County Land Use Code and/or any permit approvals previously issued by the County. A permit or other approval, including building permit applications, may be authorized if it results in the parcel coming into full compliance with all applicable provisions of the Multnomah County Code.

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(2) It is necessary to protect public safety; or

(3) It is for work related to and within a valid easement over, on or under an affected property.

(B) For the purposes of this section, Public Safety means the actions authorized by the permit would cause abatement of conditions found to exist on the property that endanger the life, health, personal property, or safety of the residents or public. Examples of that situation include but are not limited to issuance of permits to replace faulty electrical wiring; repair or install furnace equipment; roof repairs; replace or repair compromised utility infrastructure for water, sewer, fuel, or power; and actions necessary to stop earth slope failures.

FIRST READING:

April 29, 2004

SECOND READING AND ADOPTION:

May 6, 2004

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Christopher D. Crean, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: April 29, 2004

Agenda Item #: R-4

Est. Start Time: 10:00 AM

Date Submitted: 04/21/04

Requested Date: April 29, 2004

Time Requested: 15 Minutes

Department: Non-Departmental

Division: Commissioner Maria Rojo de Steffey

Contact/s: Shelli Romero

Phone: 503-988-4435

Ext.: 22591

I/O Address: 503/6

Presenters: Gary Thomas, Tax Title and Representative from the Hispanic Chamber of Commerce

Agenda Title: RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to C&M MOTORS, BMW AND MERCEDES-BENZ, LLC and Deed to Purchaser at Contract Completion

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the private sale of one tax foreclosed property to C&M MOTORS, BMW AND MERCEDES-BENZ, LLC. The Department of Business & Community Services recommends that the private sale be approved.

2. **Please provide sufficient background information for the Board and the public to understand this issue.**

The subject property is located at 6931 NE MLK Blvd and came into Multnomah County ownership through the foreclosure of delinquent property tax liens on November 2, 1989. The property is shown on the attached plat map, Exhibit A. Two attached photos of the

property are shown as Exhibit B. An aerial photo of the property, which shows the location of the parcel in relation to the surrounding properties, is shown as Exhibit C. The property was offered for sale at a public auction held on August 26, 1998 but no bids were received. It was offered for sale again at a public auction held June 14, 1999 and sold for \$140,000. The purchaser backed out of the purchase agreement and the property remained in the Tax Title inventory. The property was offered for sale again at a public auction held February 25, 2003 and no bids were received.

ORS 275.200(2) states that after the sheriff has unsuccessfully attempted to sell real property of the county as provided in Ors 275.120 to 275.160, the county court may sell such lands, or any part thereof, or any interest therein less than the whole fee, at private sale without further notice but for not less than the largest amount bid therefore at any such sale, or, if no bid therefore was made, at such price as the county court deems reasonable, but at a price not less than 15 percent of the minimum bid set under ORS 275.110 for the sheriff's sale.

Eleven parties expressed an interest in purchasing the property after the auction had been conducted. The Multnomah County Tax Title Division conducted a sealed bid auction limited to the people who had expressed an interest in purchasing the property. The minimum price set for the sealed bid auction was \$160,000. The individual named in this proposed sale was the successful bidder. The amount bid complies with the requirement that the sale price be for an amount not less than 15 percent of the minimum bid of \$150,000 set for the sheriff's sale held 2/25/03.

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

The Private Sale will allow for the recovery of the majority of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit D).

4. Explain any legal and/or policy issues.

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

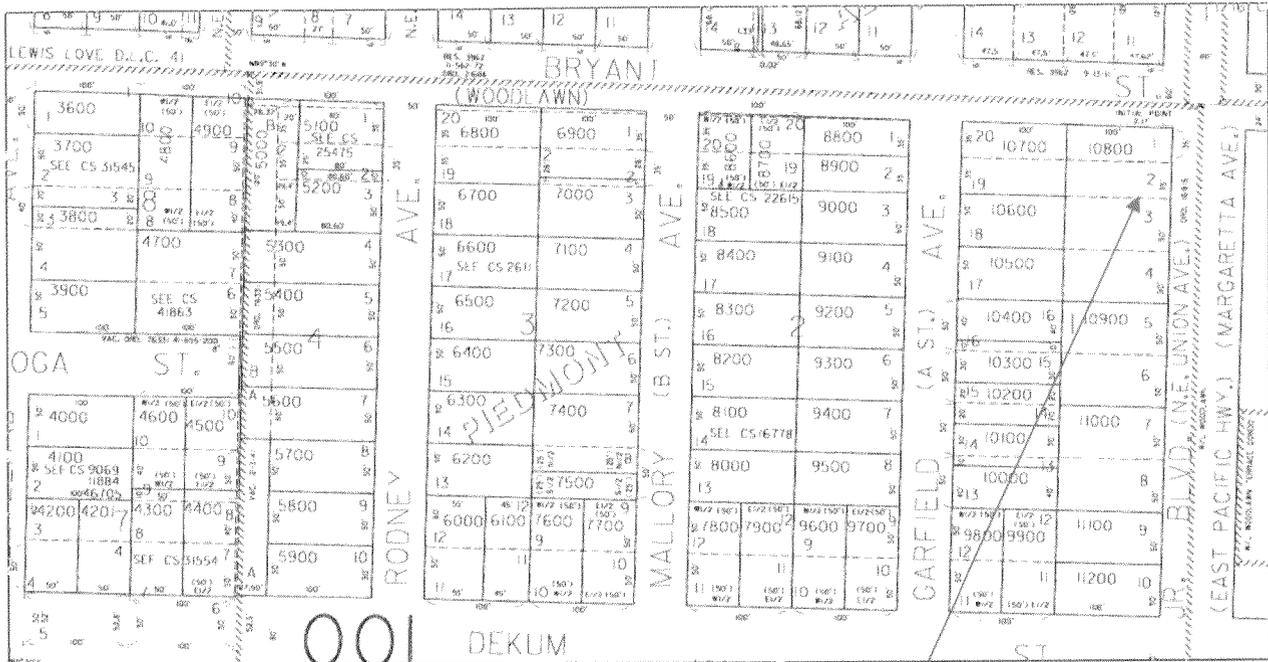
5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

Required Signatures:

Department/Agency Director:		Date: 04/21/04
Budget Analyst By:		Date:
Dept/Countywide HR By:		Date

EXHIBIT A



R243872

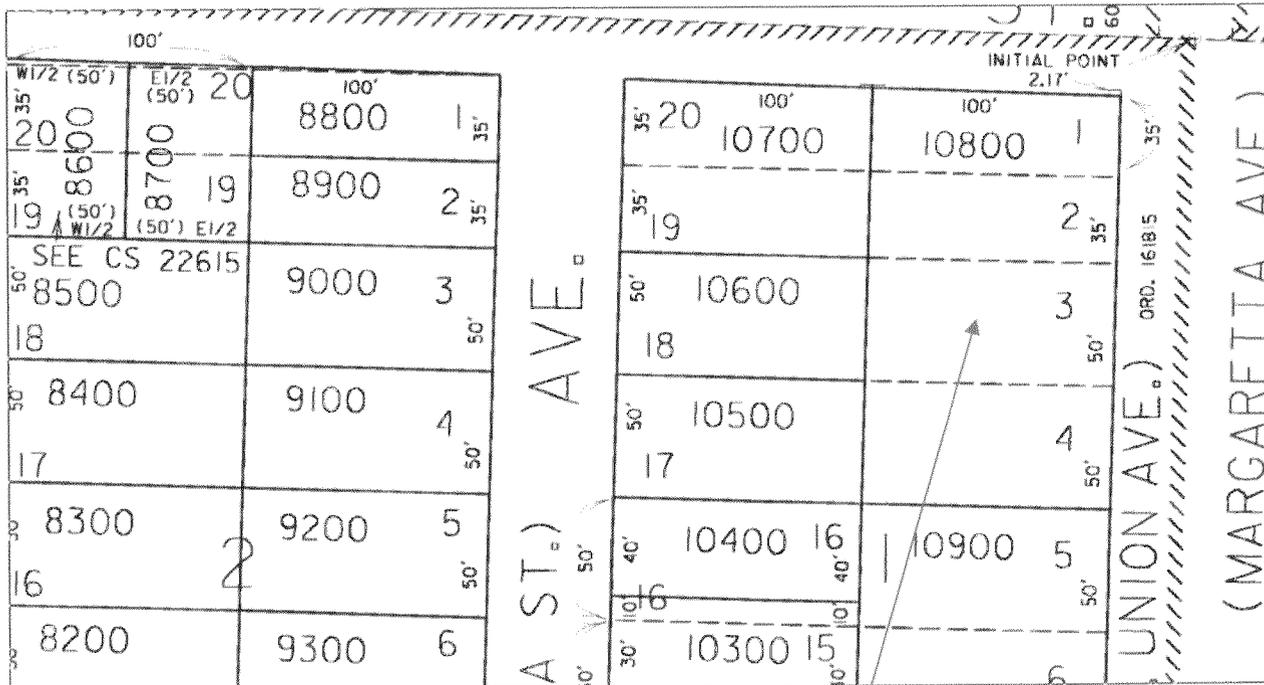


EXHIBIT B



R243872



EXHIBIT C



6931 NE Martin Luther King Jr. Blvd

EXHIBIT D

**PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2003-04**

LEGAL DESCRIPTION:

A tract of land located in Section 15 Township 1 North, Range 1 East and also being a portion of Piedmont Park, a duly recorded plat in the County of Multnomah and State of Oregon further described as: Lot 1, Block 1, except therefrom that portion in Bryant Street; AND ALSO Lot 2,3 and 4, Block 1.

PROPERTY ADDRESS: 6931 NE MLK BLVD
TAX ACCOUNT NUMBER: R243872
GREENSPACE DESIGNATION: None
SIZE OF PARCEL: Approximately 14,968 sf
ASSESSED VALUE: \$272,680

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:	\$38,950.
TAX TITLE MAINTENANCE COST & EXPENSES:	\$20,788.
ADVERTISING COST:	-0-
RECORDING FEE:	\$26.
CITY LIENS:	-0-
SUB-TOTAL	\$59,764.
MINIMUM BID	\$160,000.
AMOUNT BID AT SEALED BID AUCTION	\$200,000.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY**

RESOLUTION NO. _____

Authorizing Private Sale by Contract of Certain Tax Foreclosed Property to C&M MOTORS, BMW AND MERCEDES-BENZ, LLC.

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in the attached Exhibit A through the foreclosure of liens for delinquent property taxes.
- b) The property has an assessed value of \$272,680 on the County's current tax roll.
- c) After the sheriff has unsuccessfully attempted to sell real property of the county as provided in ORS 275.120 to 275.160, the county court may sell such lands, or any part thereof, or any interest therein less than the whole fee, at private sale without further notice but for not less than the largest amount bid therefore at any such sale, or, if no bid therefore was made, at such price as the county court deems reasonable, but at a price no less than 15 percent of the minimum bid set under ORS 275.110 for the sheriff's sale.
- d) The property was offered for sale at public auction on February 25 of 2003. No offers to purchase the property were received at the auction. The minimum price that the subject property was offered for sale at the 2/25/03 auction was \$150,000. The Tax Title Division Conducted a sealed bid auction in February 2004 to sell the property. A minimum bid of \$160,000 was set for the property. The winning bid and the amount offered to purchase the property is \$200,000. This amount is higher than the minimum allowed pursuant to ORS 275.110 and reimburses the county for the back taxes, interest and expenses charged against the property.
- e) C & M MOTORS, BMW AND MERCEDES-BENZ, LLC has agreed to pay \$200,000. with \$150,000 down, to carry a 15 year contract with Tax Title for the remaining \$50,000 at 6% interest, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.200(2).

The Multnomah County Board of Commissioners Resolves:

- 1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract 15812 of Sale.

2. Upon complete performance of all the terms and conditions of the Contract, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to C & M MOTORS, BMW AND MERCEDES-BENZ, LLC, the real property described in the attached Exhibit A.

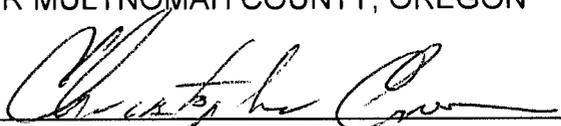
ADOPTED this 29th day of April 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Christopher Crean, Assistant County Attorney

EXHIBIT A (RESOLUTION)

A tract of land located in Section 15 Township 1 North, Range 1 East and also being a portion of Piedmont Park, a duly recorded plat in the County of Multnomah and State of Oregon further described as:

Lot 1, Block 1, except therefrom that portion in Bryant Street AND Lot 2,3 and 4, Block 1.

Multnomah County Contract No.: 15812

Tax Account No.: R243872

CONTRACT 15812 OF SALE

THIS CONTRACT is made and entered into on <<DATE>> by Multnomah County, Oregon, ("the County"), a municipal corporation, and C & M MOTORS, BMW AND MERCEDES-BENZ, LLC, ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the certain real property situated in the County of Multnomah, State of Oregon, described as follows:

A tract of land located in Section 15 Township 1 North, Range 1 East and also being a portion of Piedmont Park, a duly recorded plat in the County of Multnomah and State of Oregon further described as: Lot 1, Block 1, except therefrom that portion in Bryant Street AND Lot 2,3 and 4, Block 1.

Purchase Price

Purchaser agrees to pay for described real property the sum of \$200,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of 150,000 has been paid, with receipt acknowledged by the County. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$422.00 on the 15th of May, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

Application of Payments

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

Default

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence;
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of purchaser's property or properties; purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

Tax Payments.

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

Terms and Conditions.

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchaser and shall not permit any waste or removal of all or part of the improvement without first obtaining express written permission from the County.
3. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

Insurance

Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, purchaser shall give

immediate notice to County. County may make proof of loss if purchaser fails to do so within fifteen days of casualty.

Binding Effect/Assignment Restricted

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

Indemnity and Hold Harmless Agreement

Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others. This indemnification of the County by purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any hazardous material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such hazardous material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

Waste

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having

obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

Lead Based Paint Inspection

1. Purchaser shall have an opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based Paint hazards on the property. Purchaser may terminate this sale by delivering to County written notice of purchaser's disapproval or risk-assessment or inspection within ten (10) days of the date of this contract unless purchaser has waived the opportunity. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as Exhibit A, is incorporated in this contract. If purchaser delivers to County a timely notice of disapproval, this contract terminates and will be cancelled and County will refund purchaser's down payment.
2. Purchaser shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to purchaser's entry on or inspection of the property as provided under this section. This covenant to indemnify, hold harmless and defend seller shall survive closing or any termination of this contract.
3. Purchaser or its agents may, prior to closing, enter the Property to inspect the Property as needed. Coordination of the date and time the inspection(s) is requested needs to be made with the Tax Title Section at 503-988-3590.

Hazardous Materials

As used in this contract, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

Purchaser will not cause or permit any hazardous material to be brought upon, kept, or used in or about the property by purchaser or purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as purchaser demonstrates to County's reasonable satisfaction that such hazardous material is necessary to purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such hazardous materials brought upon or used or kept in or about the property;

Title Insurance

The County does not provide title insurance.

Property Sold "AS IS".

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "AS IS", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

Tax Notice

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

C&M MOTORS, BMW AND MERCEDES-BENZ, LLC
20455 NE LAKESIDE DR
FAIRVIEW OR 97024

Remedies.

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the conditions described in the LEAD-BASED PAINT section above are satisfied or waived by purchaser and the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

Severability

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

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

IN WITNESS WHEREOF, purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher Crean, Asst County Attorney

BUYER:

ALBERTO DIAZ
C&M MOTORS, BMW AND MERCEDES-
BENZ, LLC

Exhibit A

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

County's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- County has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the County (check one below):
- County has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- County has no reports or records pertaining to lead-based paint in the housing.

Buyer's Acknowledgment (initial)

- (c) Buyer has received copies of all information listed above.
- (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Buyer has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- Waived the opportunity to conduct a risk management or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following party has reviewed the information above and certifies, to the best of the County's institutional knowledge, that the information provided by the signatory is true and accurate.

For the County:

Title: _____

Date: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-052

Authorizing Private Sale by Contract of Certain Tax Foreclosed Property to C&M MOTORS, BMW AND MERCEDES-BENZ, LLC

The Multnomah County Board of Commissioners Finds:

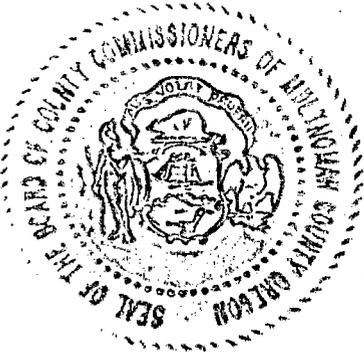
- a) Multnomah County acquired the real property described in the attached Exhibit A through the foreclosure of liens for delinquent property taxes.
- b) The property has an assessed value of \$272,680 on the County's current tax roll.
- c) After the sheriff has unsuccessfully attempted to sell real property of the county as provided in ORS 275.120 to 275.160, the county court may sell such lands, or any part thereof, or any interest therein less than the whole fee, at private sale without further notice but for not less than the largest amount bid therefore at any such sale, or, if no bid therefore was made, at such price as the county court deems reasonable, but at a price no less than 15 percent of the minimum bid set under ORS 275.110 for the sheriff's sale.
- d) The property was offered for sale at public auction on February 25 of 2003. No offers to purchase the property were received at the auction. The minimum price that the subject property was offered for sale at the 2/25/03 auction was \$150,000. The Tax Title Division Conducted a sealed bid auction in February 2004 to sell the property. A minimum bid of \$160,000 was set for the property. The winning bid and the amount offered to purchase the property is \$200,000. This amount is higher than the minimum allowed pursuant to ORS 275.110 and reimburses the county for the back taxes, interest and expenses charged against the property.
- e) C & M MOTORS, BMW AND MERCEDES-BENZ, LLC has agreed to pay \$200,000. with \$150,000 down, to carry a 15 year contract with Tax Title for the remaining \$50,000 at 6% interest, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.200(2).

The Multnomah County Board of Commissioners Resolves:

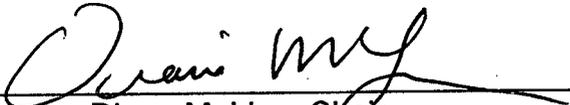
1. The Chair on behalf of Multnomah County is authorized to execute the attached Contract 15812 of Sale.

2. Upon complete performance of all the terms and conditions of the Contract, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to C & M MOTORS, BMW AND MERCEDES-BENZ, LLC, the real property described in the attached Exhibit A.

ADOPTED this 29th day of April, 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

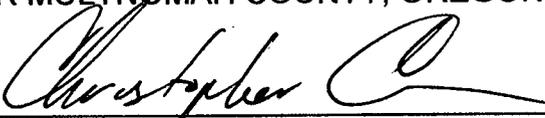
By 
Christopher Crean, Assistant County Attorney

EXHIBIT A (RESOLUTION)

A tract of land located in Section 15 Township 1 North, Range 1 East and also being a portion of Piedmont Park, a duly recorded plat in the County of Multnomah and State of Oregon further described as:

Lot 1, Block 1, except therefrom that portion in Bryant Street; AND ALSO
Lot 2, 3 and 4, Block 1.

Multnomah County Contract No.: 15812

Tax Account No.: R243872

CONTRACT 15812 OF SALE

THIS CONTRACT is made and entered into on <<DATE>> by Multnomah County, Oregon, ("the County"), a municipal corporation, and C & M MOTORS, BMW AND MERCEDES-BENZ, LLC, ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the certain real property situated in the County of Multnomah, State of Oregon, described as follows:

A tract of land located in Section 15 Township 1 North, Range 1 East and also being a portion of Piedmont Park, a duly recorded plat in the County of Multnomah and State of Oregon further described as: Lot 1, Block 1, except therefrom that portion in Bryant Street; AND ALSO Lot 2,3 and 4, Block 1.

Purchase Price

Purchaser agrees to pay for described real property the sum of \$200,000 which is the true and actual consideration paid for this transfer. A down payment in the amount of 150,000 has been paid, with receipt acknowledged by the County. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$422.00 on the 15th of May, and a payment on the 15th day of each month for a period of 15 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

If any monthly payment of interest and principal, or part of such payments has not been received by the Tax Title Division on the 26th day of each month, a late-charge of \$25.00 will be assessed to the purchaser.

Application of Payments

All payments on the contract shall be applied first to the interest due on the contract, and then to late charges, if any, then the remaining amount shall be applied to the principal. Payments will be credited as of the due date without adjustment of interest when paid either before or after the due date. Purchaser may prepay at any time all or part of the principal amount due on this contract without payment of penalties or premiums, provided that purchaser is not under default under this contract and the payment is identified as prepayment of the principal.

If an agreement is reached between the County and the purchaser to accept payments in a smaller amount than the originally agreed upon payments, the County shall not be held to have breached this contract, nor to have waived its right to insist upon strict compliance by the purchaser with the terms of this contract. The County may proceed with its legal remedies at any time, without notice to the purchaser except as stated within the terms of this contract. Such notice, if extended to the purchaser, shall be accepted by the purchaser as a courtesy only.

Default

Time is of the essence in this contract and the County has the discretion to declare a contract in default due to unpaid payments. The purchaser's default can be cured by following the procedures set forth in Oregon Revised Statutes 93.920 and by paying all costs and expenses actually incurred by the County in enforcing the contract, including but not limited to late charges, attorney fees of \$500.00 and costs of the title search.

In addition, the County may declare the contract in default if:

1. Purchaser fails to make any payment within 15 days after it is due;
2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence;
3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of purchaser's property or properties; purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days; or
4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

Tax Payments

In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.

Terms and Conditions.

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchaser and shall not permit any waste or removal of all or part of the improvement without first obtaining express written permission from the County.
3. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

Insurance

Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, purchaser shall give

immediate notice to County. County may make proof of loss if purchaser fails to do so within fifteen days of casualty.

Binding Effect/Assignment Restricted

This contract is binding on and will inure to the benefit of the County, purchaser and their respective heirs, legal representatives, successors and assigns. No assignment of this contract or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this contract may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this contract shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

Indemnity and Hold Harmless Agreement

Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others. This indemnification of the County by purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any hazardous material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such hazardous material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations agreed to with regard to the indemnity and hold harmless provisions of this contract shall survive any termination or cancellation of the contract for any reason.

Waste

It is understood and agreed between the parties that the purchaser shall not commit any strip or waste on the premises or sever any growing timber from the premises nor shall the purchaser suffer or permit any strip or waste to be committed on the property. All improvements placed on the property shall remain and shall not be removed before final payment is made. Purchaser shall not remove any improvements currently upon the property without first having

obtained the express written consent of the County. Multnomah County is not responsible for relocation costs.

Lead Based Paint Inspection

1. Purchaser shall have an opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based Paint hazards on the property. Purchaser may terminate this sale by delivering to County written notice of purchaser's disapproval or risk-assessment or inspection within ten (10) days of the date of this contract unless purchaser has waived the opportunity. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as Exhibit A, is incorporated in this contract. If purchaser delivers to County a timely notice of disapproval, this contract terminates and will be cancelled and County will refund purchaser's down payment.
2. Purchaser shall indemnify, hold harmless and defend County from all liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to purchaser's entry on or inspection of the property as provided under this section. This covenant to indemnify, hold harmless and defend seller shall survive closing or any termination of this contract.
3. Purchaser or its agents may, prior to closing, enter the Property to inspect the Property as needed. Coordination of the date and time the inspection(s) is requested needs to be made with the Tax Title Section at 503-988-3590.

Hazardous Materials

As used in this contract, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

Purchaser will not cause or permit any hazardous material to be brought upon, kept, or used in or about the property by purchaser or purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as purchaser demonstrates to County's reasonable satisfaction that such hazardous material is necessary to purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such hazardous materials brought upon or used or kept in or about the property;

Title Insurance

The County does not provide title insurance.

Property Sold "AS IS"

Purchaser agrees that it has accepted and executed this contract on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, whether the Property conforms to past, current, or future zoning or building code requirements, the existence of soil stability, past soil repair, soil additions, conditions of soil fill or susceptibility to land slides, the sufficiency of any under-shoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted "AS IS", and purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights purchaser may have regarding any form of warranty, except as set forth in this contract, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

Tax Notice

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

C&M MOTORS, BMW AND MERCEDES-BENZ, LLC
20455 NE LAKESIDE DR
FAIRVIEW OR 97024

Remedies.

TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

1. If the conditions described in the LEAD-BASED PAINT section above are satisfied or waived by purchaser and the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.

3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

Severability

If any term or provision of this Contract of the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

This contract sets forth the entire understanding of the parties with respect to the purchase and sale of the property. This contract supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This contract may not be modified or amended except by a written agreement executed by both parties.

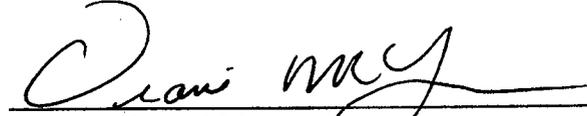
Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

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

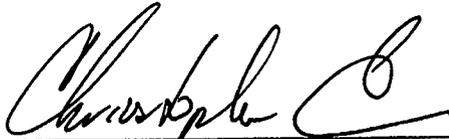
IN WITNESS WHEREOF, purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher Crean, Asst County Attorney

BUYER:

ALBERTO DIAZ
C&M MOTORS, BMW AND
MERCEDES-BENZ, LLC

By _____

Exhibit A

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

County's Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- County has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the County (check one below):
- County has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- County has no reports or records pertaining to lead-based paint in the housing.

Buyer's Acknowledgment (initial)

- (c) Buyer has received copies of all information listed above.
- (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Buyer has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- Waived the opportunity to conduct a risk management or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following party has reviewed the information above and certifies, to the best of the County's institutional knowledge, that the information provided by the signatory is true and accurate.

For the County:

Title: _____

Date: _____

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: April 29, 2004

Agenda Item #: R-5

Est. Start Time: 10:15 AM

Date Submitted: 04/20/04

Requested Date: April 29, 2004

Time Requested: 5 Minutes

Department: Non-Departmental

Division: Commission on Children,
Families & Community

Contact/s: Angela Garcia & Wendy Lebow

Phone: (503) 988-4008 Angela; & (503) 988-6981 Wendy

I/O Address: 166/6

Presenters: Wendy Lebow & Angela Garcia

Agenda Title: Notice of Intent to Apply for Child Abuse Prevention and Treatment Grant from Oregon Department of Human Services

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Commission on Children, Families & Community (CCFC) is requesting an exception to the agenda placement procedure for a Notice of Intent to apply for the Oregon's Child Protective Services Unit of Children Adults and Families, Department of Human Services Child Abuse Prevention and Treatment Grant. We are asking for this exception given the tight timeline for submission of the grant, which is due May 4th. The CCFC received notification of the grant's availability one week ago.

If approved, this grant will allow the Community Safety Net to enhance its ability to further include parents in the development, design and implementation of child abuse prevention services in Multnomah County. It is the CCFC's belief that if we are to provide true child abuse prevention services it must include parental involvement. Currently, the Community Safety Net has two parent representatives on the Advisory Council. They are two active participants who want to have meaningful participation and more direct involvement in the design and

implementation of child abuse prevention services, and this grant would allow for their expanded role. It would also provide resources to work more actively in developing additional parent-leaders to participate in these services. The CCFC recommends that this request be approved.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Need:

In Multnomah County 1,383 children were confirmed victims of child abuse in 2002. More than 50% of these victims were under the age of 6. Currently, there are approximately 300 calls to the child abuse hotline with concerns of child abuse and neglect that do not receive any intervention or investigation by Child Protective Services (CPS). Of these approximately 100-150 go to the Community Safety Net for outreach by service provider Tualatin Valley Centers. There remain 150-200 referrals that do not receive any outreach beyond a letter by the Department of Human Services. This grant would allow the parent representatives of the Community Safety Net to create some innovative programming that reflects the needs of families in our community.

Program Description: The Community Safety Net provides services for families with children ages 0-18 who have been screened out at the CPS hotline and will not be receiving services from Child Protective Services. The overall goal of the program is to provide strengths-based assessment, home visiting services, information and referral and advocacy. These services are short-term and are designed to be preventative, to keep families from entering Child Protective Services. As the model stands, there are no on-going supports for families. Over the last 7 years families have been asking for the Community Safety Net to create on-going support for families who no longer need more intensive services. In 2001, the Community Safety Net completed focus groups and telephone interviews with over 150 families who had either completed the program or had declined services. What these families told us was clear: families need on-going support. Child abuse prevention is not a short-term investment. To be most effective, efforts will be on-going. This grant will allow parents who have completed the program to assist in implementing on-going support that is important for child abuse prevention.

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

Up to \$40,000 grant is being requested. No matching funds are required.

If grant application/notice of intent, explain:

❖ **Who is the granting agency?** Oregon's Child Protective Services Unit of Children, Adults and Families, Department of Human Services

❖ **Specify grant requirements and goals.** Project proposals must address child protective service issues within one or more of the following areas:

- Supporting and enhancing collaboration among public health agencies, the child protection system, and private community-based programs to provide child abuse and neglect prevention and treatment services (including linkages with education systems) and to address the health needs, including mental health needs, of children identified as abused or neglected, including supporting prompt, comprehensive health and developmental evaluations for children who are the subject of substantiated child maltreatment reports.
- Developing and enhancing the capacity of community-based programs to integrate shared leadership strategies between parents and professionals to prevent and treat child abuse and neglect at the neighborhood level.

- Improving the skills, qualifications, and availability of individuals providing services to children and families, and the supervisors of such individuals, through the child protection system, including improvements in the recruitment and retention of caseworkers.

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

❖ **What are the estimated filing timelines?** Grant is due May 5th

❖ **If a grant, what period does the grant cover?** One year:
October 1, 2004 – September 30, 2005

❖ **When the grant expires, what are funding plans?** Our intentions are to use some of the time and energies during this grant period to secure on-going funds. Funds through the state are likely to double for the 2005-2006 fiscal year; these funds will be allocated, in part, for the continuation of this project.

❖ **How will the county indirect and departmental overhead costs be covered?**
These are already covered through current funding streams.

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

None

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

The Community Safety Net is an advisory group made of citizens, agency staff, and State DHS staff. The role of parents would expand through this grant.

Required Signatures:



Department/Agency Director:

Date: 04/20/04

Budget Analyst



By:

Date: 04/20/04

Dept/Countywide HR

By:

Date:

BOGSTAD Deborah L

From: NEBURKA Julie Z
Sent: Wednesday, April 21, 2004 10:54 AM
To: BOGSTAD Deborah L
Subject: FW: NOI - Emergency Placement Request

Hi Deb—here's what I sent to the ART yesterday. I should have cc'd you on this as well!

Thanks, and let me know if you need anything else,
JN

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

From: NEBURKA Julie Z
Sent: Tuesday, April 20, 2004 12:32 PM
To: #AGENDA REVIEW TEAM
Subject: FW: NOI - Emergency Placement Request

This NOI is fine with me.

The Community Safety Net program lost quite a bit of state funding for the 03-05 biennium, so this is a nice opportunity for the program.

J.

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

From: DARGAN Karyne A
Sent: Tuesday, April 20, 2004 11:29 AM
To: NEBURKA Julie Z
Cc: FARRELL Delma D
Subject: FW: NOI - Emergency Placement Request

Can you please get back to agenda review team if you OK this NOI?
Thx
k

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

From: LEBOW Wendy C
Sent: Tuesday, April 20, 2004 11:10 AM
To: #AGENDA REVIEW TEAM
Cc: BOGSTAD Deborah L; NEBURKA Julie Z
Subject: NOI - Emergency Placement Request

Hello All,
Attached is an emergency placement request for another grant. Excuse the short notice - we just got word of it a week ago!
Wendy



Agenda
ment for CSN_DF

Wendy Lebow
Director
Commission on Children, Families & Community of Multnomah County
421 SW 6th Ave., Suite 600
Portland, OR 97204
(503) 988-6981 988-5538 FAX

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: April 29, 2004

Agenda Item #: B-3

Est. Start Time: 10:20 AM

Date Submitted: 04/13/04

Requested Date: April 29, 2004

Time Requested: 90 mins

Department: Health

Division: Director's Office

Contact/s: Wendy Lear

Phone: 503.988.3056

Ext.: x27574

I/O Address: 106/14

Presenters: Lillian Shirley, Health Department Director; Vanetta Abdellatif, Integrated Clinical Services Director; and Dr. Patsy Kullberg, Integrated Clinical Services Medical Director

Agenda Title: Health Department Reconfiguration of Clinical Services (ROCS) Briefing

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?**
Briefing only
 2. **Please provide sufficient background information for the Board and the public to understand this issue.**
The presentation will include the following:
 - ROCS Process
 - Results/Recommendations:
 - \$5 million: SBHC, Clinics (Primary Care, HIV, Teen) - service impact, \$ FTE, # visits
 - \$3 million: another site
 - Client Impacts and Tradeoffs: using maps and overlays to show where sites are located, what the client/payer demographics are, mitigation plan, etc.
 - Questions and Answers
 3. **Explain the fiscal impact (current year and ongoing).**
n/a

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. **Explain any legal and/or policy issues involved.**
5. **Explain any citizen and/or other government participation that has or will take place.**

Required Signatures:



Department/Agency Director: _____ **Date:** 04/13/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

**Multnomah County Health Department
Reconfiguration of Clinical Services
Briefing to the Board of County Commissioners
April 29, 2004**

Contents:

PowerPoint presentation

Supplemental Materials

- Appendix 1. Primary Care Clinic Visit Count and Facility Costs
- Appendix 2. Primary Care Clinic Demographics
- Appendix 3. ROCS Implementation Team Structure
- Appendix 4. Map of Multnomah County Health Care Safety Net Primary Care System and Map Key

Clinic Size, Visit Count & Facility Cost

Site	Significant Characteristic	Annual # of Visits	Fixed Facility Operating Costs	5-Year Capital Projection
Mid-County	Serves more of the Russian population than any other clinic. 61% of visits interpreted.	21,222	\$356,468	\$312k
NE Clinic	Serve more of the African American population than any other clinic, (26% African American.) Co-located with other County and community services. Clinic size allows for expansion.	18,333	\$289,210	\$490k
SE Clinic	Largest % Asian Clients (18%). High capital costs. Location has good potential for commercial use.	18,191	\$345,255	\$949k
East County	Co-located with other county and community services. Clinic size will allow for expansion.	18,181	\$731,675	\$0
N Portland	Clients older than other sites, travel times to other providers on public transportation ~ 45 minutes with transfers.	13,231	\$512,042	\$0
West Side Clinic	Large homeless population, recipient of Primary Care homeless grant; largest % of people over age 45 (44%); only clinic where males >50%. High capital costs.	11,820	\$260,743	\$1.2 mil
La Clinica	Clients are referred to NE Clinic for pharmacy services (16-minute bus ride with no transfers). Highest proportion of children compared to other sites. 97% Hispanic clients. Co-located with other County and community services.	5,266	\$125,580	\$0 (lease facility)

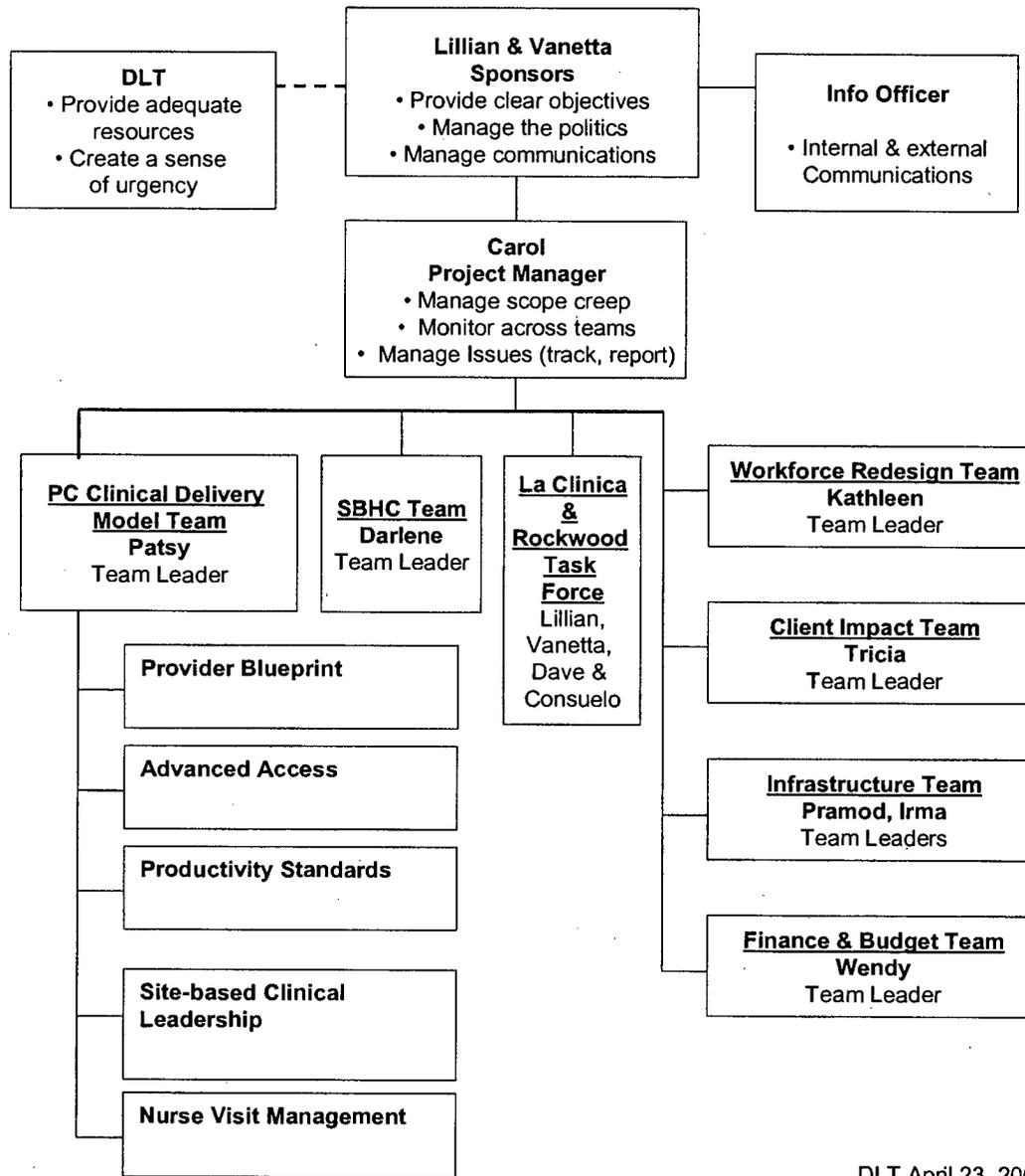
Insurance coverage.

Clinic Demographics

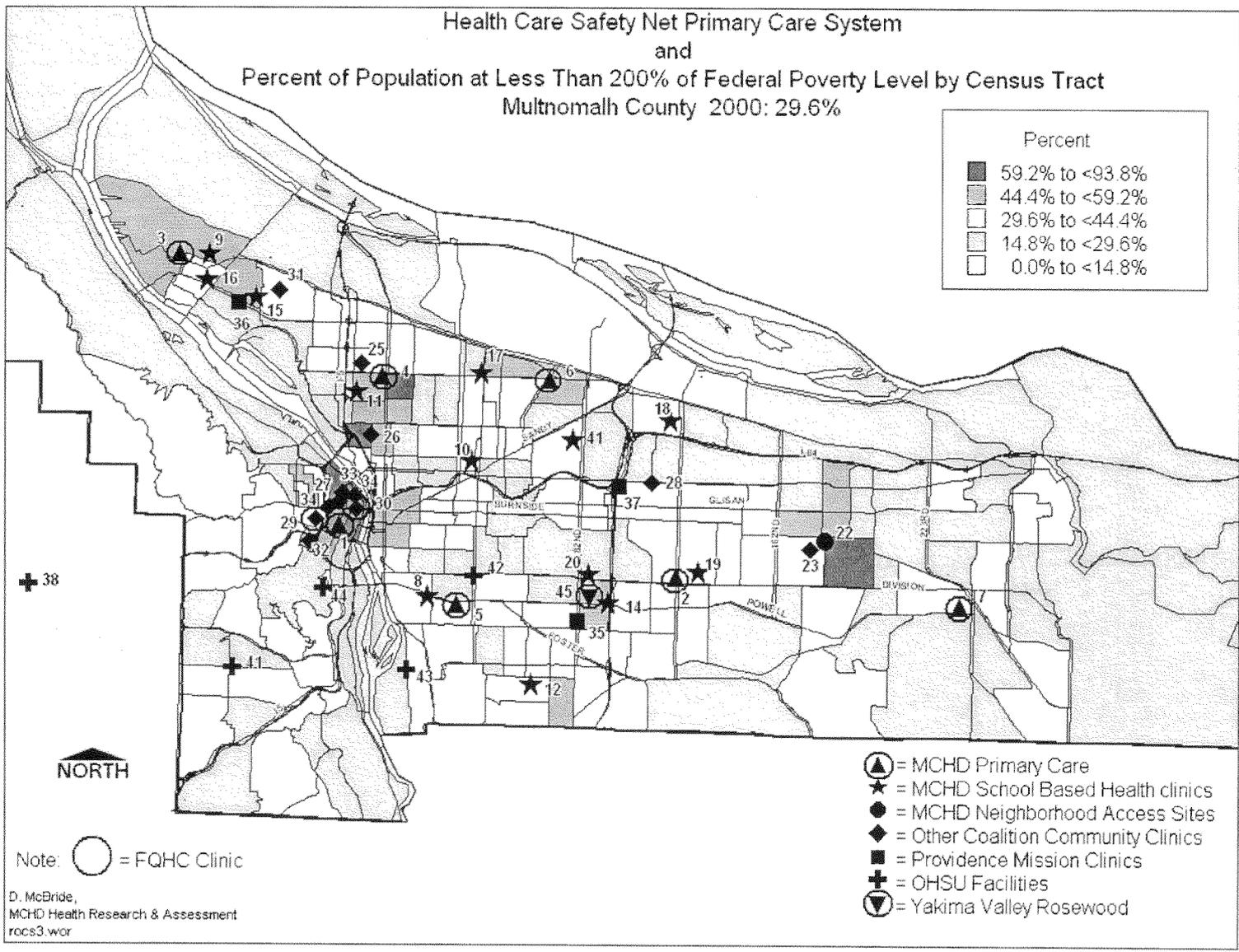
Site	Annual Number of Clients	Gender		Age	Race		Visits Requiring Interpretation
		Female	Male				
Clinic Average	33,000 (unduplicated)	62%	38%	23% < 5; 55% < 25; 20% > 45	40% 36% 9% 6% 5%	Hispanic; White; Afr. Amer Asian; Amer Indian	51%
Mid-County	8,665	60%	40%	22% < 5; 56% < 25; 22% > 45	28% 52% 5% 8%	Hispanic White Afr. Amer Asian	58%
NE Clinic	5,425	67%	33%	22% < 5; 55% < 25 18% > 45%	46% 26% 18% 3%	Hispanic Afr. Amer White Asian	44%
SE Clinic	6,077	61%	39%	20% < 5; 55% < 25; 22% > 45	18% 28% 42%	Asian Hispanic White	50%
East County	6,039	65%	35%	32% < 5; 55% < 25; 9% > 45	61% 26% 2% 1%	Hispanic White Afr. Amer Asian	58%
N. Portland	3,328	66%	34%	20% < 5 Years 49% < = 45; 23% > 45	38% 15% 34%	Hispanic Afr. Amer White	35%
West Side Clinic	2,869	49%	51%	7% < 5; 21% < 25; 44% > 45	58% 19% 12% 3% 2%	White Hispanic Afr. Amer Asian Amer Indian	23%
La Clinica	1,619	66%	34%	36% > 5; 70% < 25; 2% > 45	97%	Hispanic	92%

ROCS Implementation Team Structure

DLT - April 23, 2004



DLT April 23, 2004



Health Care Safety Net Primary Care System Map Key

NUM	GROUP	NAME	ADDRESS
1	MCHD Primary Care	Westside Health Clinic	426 SW Stark
2	MCHD Primary Care	MidCounty Health Clinic	12710 SE Division
3	MCHD Primary Care	North Portland Clinic	9000 N Lombard
4	MCHD Primary Care	North East Clinic	5329 NE MLK Blvd
5	MCHD Primary Care	South East Clinic	3653 SE 34th Ave
6	MCHD Primary Care	LaClinica	6736 NE Killingsworth St
7	MCHD Primary Care	East County Clinic	600 NE 8th
8	MCHD SBHC	Cleveland	3400 SE 26th Ave
9	MCHD SBHC	George MS	10000 N Burr Ave
10	MCHD SBHC	Grant	2245 NE 36th Ave
11	MCHD SBHC	Jefferson	5210 N Kerby
12	MCHD SBHC	Lane MS	7200 SE 60th Ave
13	MCHD SBHC	Madison	2735 NE 82nd Ave
14	MCHD SBHC	Marshal	3905 SE 91st Ave
15	MCHD SBHC	Portsmouth MS	5103 N Willis Blvd
16	MCHD SBHC	Roosevelt	6941 N Central
17	MCHD SBHC	Whitaker MS	5700 NE 39th Ave
18	MCHD SBHC	Parkrose	11717 NE Shaver St
19	MCHD SBHC	Lincoln Park Elem	13200 SE Lincoln St
20	MCHD SBHC	Binnsmead MS	2225 SE 87th Ave
22	MCHD Neighborhood Access	Rockwood Neighborhood Health Access	636 SE 182nd Ave
23	Coalition Community Clinics	Wallace Medical Concern	800 SE 181st
24	Coalition Community Clinics	Wallace Medical Concern	225 NW Couch
25	Coalition Community Clinics	North Portland Nurse Practitioners	1311 N Vancouver
26	Coalition Community Clinics	NARA	15 N Morris
27	Coalition Community Clinics	Chiropractic College	134 W Burnside
28	Coalition Community Clinics	Portland Adventist Community Services	11020 NE Halsey
29	Coalition Community Clinics	Outside In	1132 SW 13th Ave
30	Coalition Community Clinics	Old Town Clinic	219 W Burnside
31	Coalition Community Clinics	College of Naturopathic Medicine	8725 N Chautauqua
32	Coalition Community Clinics	Outside in Naturopathic Youth Clinic	1236 SW Salmon St
33	Coalition Community Clinics	West Burnside Chiropractic Clinic	134 W Burnside
34	Coalition Community Clinics	Portland Alternative Health Center	625 SW 12th Ave
35	Providence Mission Clinics	Providence Family Mission Southeast	4104 SE 82nd Ave
36	Providence Mission Clinics	Providence Family Mission North Portland	5279 N Lombard Ave
37	Providence Mission Clinics	Providence Family Gateway	1321 NE 99th Ave
38	OHSU Facilities	OHSU Health Center - Beaverton	2935 SW Cedar Hills Blvd
39	OHSU Facilities	OHSU Family Health Center - Scappoose	33721 E Columbia
40	OHSU Facilities	OHSU Doernbecher Pediatric Care - Oregon	1510 Division St
41	OHSU Facilities	OHSU Family Health Center - Gabriel Park	4411 SW Vermont
42	OHSU Facilities	OHSU Family Health Center - Richmond	3930 SE Division
43	OHSU Facilities	OHSU Health Center - Sellwood-Moreland	6327 SE Milwaukee
44	OHSU Facilities	General Internal Medicine & Geriatrics	3181 SW Sam Jackson Park Rd
45	Yakima Valley Farm Workers Clinic	Rosewood Family Health Center	8935 SE Powell Blvd

Appendix 4

Briefing to the Board of County Commissioners April 29, 2004

**Multnomah County
Health Department**

**Reconfiguration of Clinical Services in Response to
Current Financial Conditions in Multnomah County and
the State of Oregon Medicaid**

Briefing to the Board of County Commissioners April 29, 2004

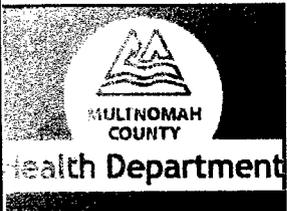
The Health Department assures, promotes, and protects the health
of the people of Multnomah County



Services to Revenue Picture

FY2005 Proposed Budget

FY 2004 Adopted Budget		\$112,074,241
FY 2005 Cost to continue same services as FY2004	\$119,468,221	
FY 2005 Revenue from all sources (CGF, ITAX, Medicaid, Fed/State and local sources)	<u>\$112,618,221</u>	
Gap between revenue and expenses	<u>-\$6,850,000</u>	
FY 2005 Proposed Budget (with County General Fund Constraint)		\$112,618,221
Additional Medicaid shortfall in FY2005 (rounded up from \$4.8 million)	<u>-\$5,000,000</u>	
FY 2005 Final Proposed Budget (Reflects loss of Medicaid for Health Department services)		\$107,618,221
Potential Additional Loss from Standard August 2004	-\$3,000,000	



Reconfiguration of Clinical Services (ROCS)

To Achieve a Sustainable Business Model

- Goal: Reconfigured clinical system to close the gap from declining Oregon Health Plan and County General Fund revenue.
- Proposal (2-weeks), Design Options (1-month), Implementation (now)
- 90 staff involved in the planning effort
- Consumer Majority Community Health Council
- Proposal and Design Teams:

Process

Customer (Clients)

Employees

Infrastructure

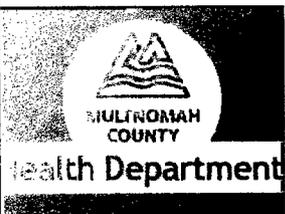
Finance

Board Briefing

Health Department Reconfiguration of Clinical Services

April 29, 2004

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Redesign Outcome Overview

Primary Care, HIV, and Teen Clinic Model:

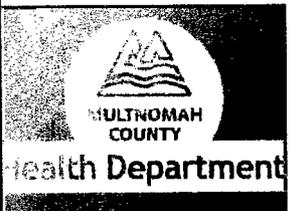
- Close 2 primary care clinic sites—Southeast & LaClinica
- Implement Advanced Access model
- Implement new support model for service delivery
- Reduce # of provider teams
- Reduce administrative and clinical support
- Change nursing roles

\$4 million cut from system



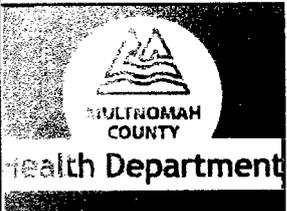
Primary Care

	Current	Proposed
Number of clinic sites	7	5
Clinical model	Carve Out	Advanced Access
Number of medical teams	37	35
Provider/Staff ratio	1:5	1:4 (different composition)
Client mix	62% OHP Plus & Std	70% OHP Plus & Std
Estimated medical visits	124,121	117,221
Clinic staffing	246 FTE	195 FTE
Annual budget	\$27.3 m	\$23.3 m



Impact on Clinical Services

- Reduce support to provider ratio
- Leverage full benefit of staff licensure and certification
- Implement Advanced Access scheduling



Advanced Access

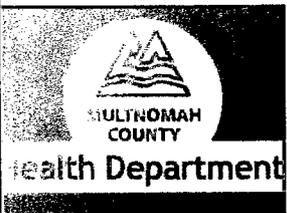
- No distinction made between urgent and non-urgent visits; minimal phone triage
- Daily schedule is a mix of pre-scheduled and same day appointments
- Patients get appointments when they want them with a single phone call
- Designated provider cross coverage
- Supply matched with demand
- Do today's work today

Redesign Outcome Overview

School Based Health Clinics:

- 1 of 6 Middle School clinic sites to close
- Reduced hours at remaining Middle School clinics
- Reduced hours/days at High School sites
- Reduce administrative and clinical support

\$1 million cut from system



School Based Health Clinics

	Current	Proposed
Middle school sites	6	5
Middle school days/hours	4 days/32 hrs per wk	2.5 days/20 hrs per wk
High school sites	7	7
High school days/hours	5 days/8 hrs	4 days/8 hrs
Sites with evening hours	5	0
Sites with summer clinics	3	0
Estimated visits	29,000	19,000
Staffing	42 FTE	25 FTE
Annual Budget	\$4.3M	\$3.2M

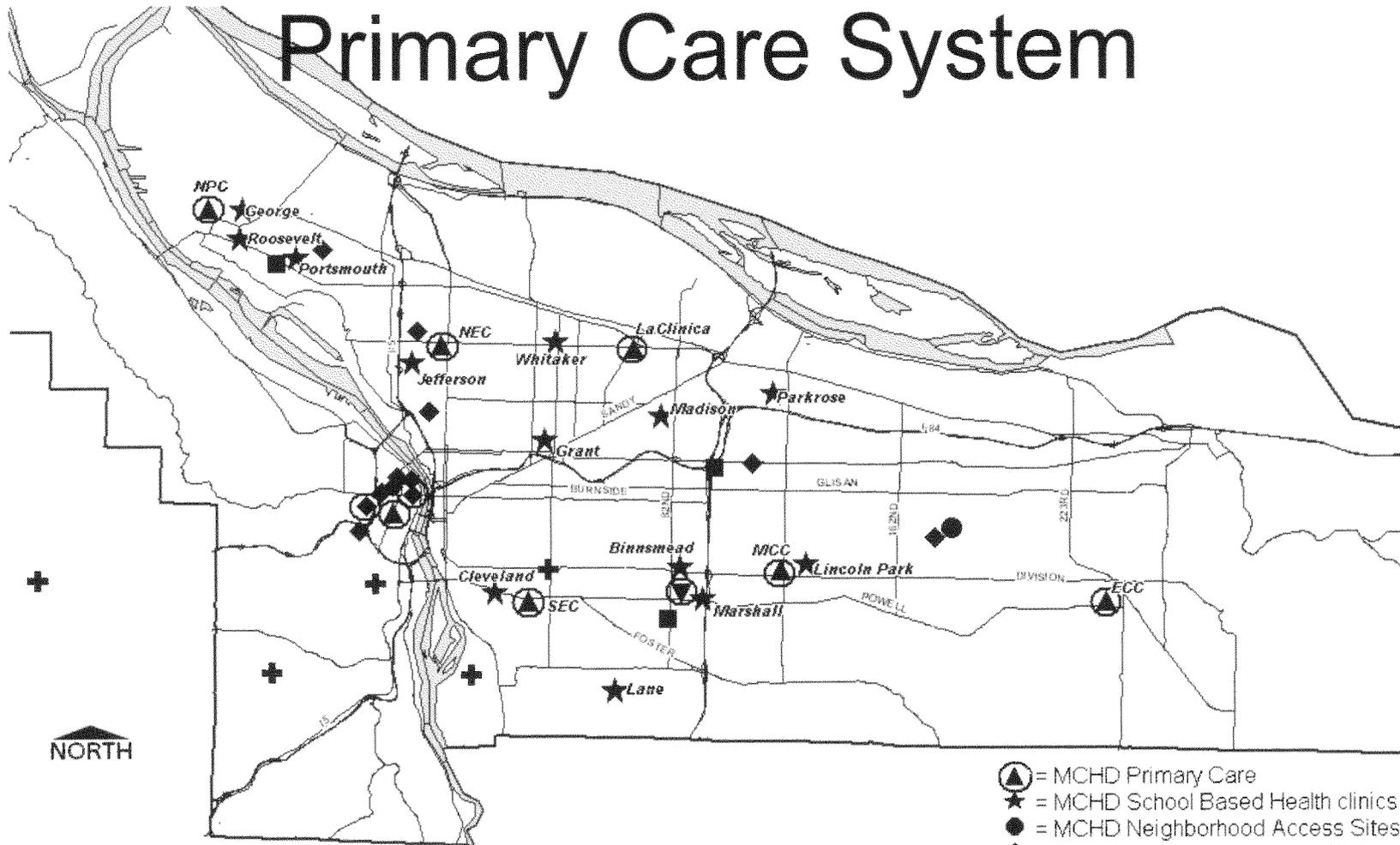


Impact on Clients and Community

Factors considered

- **Demographics** (poverty rate, language, transportation options, age, gender) and number of clients impacted
- **Proximity to County clinics or other community health clinics**
- **Average cost per visit**
- **Facility considerations, future costs, commercial market, size**

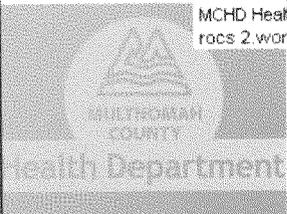
Health Care Safety Net Primary Care System



Note: ○ = FQHC Clinic

- ▲ = MCHD Primary Care
- ★ = MCHD School Based Health clinics
- = MCHD Neighborhood Access Sites
- ◆ = Other Coalition Community Clinics
- = Providence Mission Clinics
- ⊕ = OHSU Facilities
- ▼ = Yakima Valley Rosewood

D. McBride,
MCHD Health Research & Assessment
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Board Briefing
Health Department Reconfiguration of Clinical Services
April 29, 2004

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Benefits of Reconfiguration

- Maximize percentage of budget spent on direct client services
 - ↓ Operating and fixed costs
 - ↑ Visits
- Minimize the need to close more clinical sites
 - Redesigned provider teams
 - Fewer sites

Benefits of Reconfiguration

...continued

- Improved client experience
 - Advance Access patient scheduling
 - Customer improvements = attracting & keeping OHP clients
- Improved Revenue
 - Maximize billing for nursing services
 - Maximize billing for social work visits

Alternatives to Reconfiguration of Clinical Services

- Provide less service to fewer clients
- Close more clinics
- Lay off more staff

Implementation Timeline

- May 30 Reconfiguration planning completed
- June 1 Reconfiguration implementation underway
 - » Lay-off planning process underway
- July 1 Clinical reconfiguration in effect
 - » School-Based changes in effect
- July 30 Clinic closures and moves complete
- Aug 1 Advanced Access in effect

Questions



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