PLEASE PRINT LEGIBLY!

MEETING DATE 7-27-95

NAME Richard L. Koenig

ADDRESS _____
STREET

_____
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT _____ OPPOSE _____

SUBMIT TO BOARD CLERK

MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR	• 248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	• 248-5219
TANYA COLLIER •	DISTRICT 3	• 248-5217
SHARRON KELLEY •	DISTRICT 4	• 248-5213
CLERK'S OFFICE •	248-3277	• 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JULY 24, 1995 - JULY 28, 1995

*Tuesday, July 25, 1995 - **NO MEETINGS SCHEDULED** . . . . . .*

Thursday, July 27, 1995 - 9:30 AM - Regular Meeting . . . . . Page 2

*Thursday Meetings of the Multnomah County Board of Commissioners are *cablecast* live and taped and can be seen by Cable subscribers in Multnomah County at the following times:*

*Thursday, 9:30 AM, **(LIVE)** Channel 30*
Friday, 10:00 PM, Channel 30
Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222, OR MULTNOMAH COUNTY TDD PHONE 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

Thursday, July 27, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF AGING SERVICES

C-1 *Ratification of an Intergovernmental Revenue Agreement, Contract #400016, between Multnomah County, Department of Aging Services and the State of Oregon, Senior and Disabled Services Division to Provide Funding for Aging Services Administration, Long Term Care and Contracted Community Services, for the Period July 1, 1995 through June 30, 1996*

C-2 *Ratification of an Intergovernmental Revenue Agreement, Contract #400026, between Multnomah County, Department of Aging Services and the City of Portland, Bureau of Parks & Recreation to Provide Funds for District Senior Center, SE Multi-Cultural Center and the Gatekeeper Programs, for the Period July 1, 1995 through June 30, 1996*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

C-3 *RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody* 95-~~163~~ 164

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-4 *ORDER in the Matter of Approval of Contract 15788 for the Sale of Certain Tax Foreclosed Real Property to Former Owner DAVID D. RUDOLPH* 165 95-~~164~~

C-5 *ORDER in the Matter of Approval of Contract 15789 for the Sale of Certain Tax Foreclosed Real Property to Former Owner DAVID D. RUDOLPH* 166 95-~~165~~

C-6 *ORDER in the Matter of Approval of Contract 15792 for the Sale of Certain Tax Foreclosed Real Property to Former Owners PAULINE EMPEY, JOHN RECTOR, ROSIE RECTOR - LE* 167 95-~~166~~

C-7 *ORDER in the Matter of the Execution of Deed D951204 Upon Complete Performance of a Contract to JAMES G. CONDON and SARAH J. CONDON* 168 95-~~167~~

DEPARTMENT OF HEALTH

C-8 *Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #202424, between Oregon Health Sciences University (OHSU) and Multnomah*

County, on Behalf of CareOregon, Multnomah County will Pay OHSU Interest on Per Capita Funds for which the County Owes OHSU, for the Period June 2, 1994 through June 1, 1997

SHERIFF'S OFFICE

C-9 *In the Matter of Transfer of Found/Unclaimed Property as Listed to the Department of Environmental Services as Outlined in the Multnomah County Code 7.70*

C-10 *Ratification of an Intergovernmental Agreement, Contract #800416, between the Oregon State Marine Board and the Multnomah County Sheriff's Office River Patrol to Conduct Marine Law Enforcement Activities for the Period July 1, 1995 through June 30, 1996*

REGULAR AGENDA

PUBLIC COMMENT

Richard Koenig

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

NON-DEPARTMENTAL

R-2 *PROCLAMATION in the Matter of Encouraging the Residents of Multnomah County to Support the Activities of 4-H and to Attend the 4-H Livestock, Rabbit, and Poultry Auction at the Multnomah County Fair* 95-~~168~~ 169

Aff

R-3 *Second Reading and Possible Adoption of an ORDINANCE Amending Ordinance Nos. 720 and 771 to Make Changes in the Bylaws of the Metropolitan Human Rights Commission* # 824

Aff

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-4 *CU 3-95 Review the June 21, 1995 Hearings Officer Decision, APPROVING, Subject to Conditions, a Request for Conditional Use Permit for a Two Bedroom Bed and Breakfast in a MUA Zoning District, for Property Located at 22502 NW GILLIHAN ROAD*

Aff

R-5 *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Comprehensive Framework Plan Policy 34, Trafficways, and the Accompanying Functional Classification of Trafficways Map* #825

Aff

R-6 *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending Fees for Action Proceedings and Administrative Actions Under MCC 5.10 and Moving County Surveyor Fees from MCC 11.45 to MCC 5.10* ~~#826~~

Motion to Continue to 8-3-95 to 3rd Reading

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

R-7 *Ratification of an Intergovernmental Agreement, Contract #102276, between Multnomah County, Department of Community and Family Services and the Housing Authority of Portland to Provide two Services: (1) Mi Casa, a Program of Group Living Units for Low Income Persons who have both Serious Mental Illness and Substance Abuse Problems; and (2) Project Open Door, to Provide Housing for Persons with HIV Disease, for the Period July 1, 1995 through June 30, 1997*

DEPARTMENT OF JUVENILE JUSTICE

R-8 *Ratification of an Intergovernmental Revenue Agreement, Contract #102916, between Multnomah County Department of Juvenile Justice Services and Clatsop County for the Exclusive Use of One Bed Space in the Juvenile Justice Complex for the Detention of Juveniles Referred to the Clatsop County Juvenile Justice System, for the Period July 1, 1995 through June 30, 1996*

1995-3.AGE/13-16/cap

TANYA COLLIER
Multnomah County Commissioner
District 3

1120 SW Fifth St, Suite 1500
Portland, OR 97204
(503) 248-5217

M E M O R A N D U M

TO: Board Clerks
Chair, Beverly Stein
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Stuart Farmer

DATE: June 20, 1995

SUBJECT: Summer Schedule

Please excuse Commissioner Collier from the July 20 & July 27 Board meetings, the July 25 planning meeting and the August 1 briefing.

Thank you.

1995 JUN 20 PM 1:57
MULTNOMAH COUNTY
OREGON

MEMORANDUM

1995 JUN 29 PM 5 25
MULTNOMAH COUNTY
OREGON

DATE: June 29, 1995

TO: Office of the Board Clerk

FROM: Andrea Jilovec

SUBJECT: Commissioner Saltzman's Summer Schedule

Commissioner Saltzman will be out of the office on the following dates:

Monday - Friday, July 3 - 7, Vacation
Friday, July 14, Vacation

From Monday, July 24, through Friday, August 4, Commissioner Saltzman has been called to jury duty, although he may not be chosen as a juror. I will continue to schedule appointments for him throughout the jury duty period, however, I will attempt to limit the meetings to afternoons only, with the disclaimer that meetings may be rescheduled at the last minute.

Meeting Date: JUL 27 1995
Agenda No: C-1

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

AGENDA PLACEMENT FORM

Subject: FY95/97 Intergovernmental Revenue Agreement with State Senior/Disabled Services Division

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: July 27, 1995
Amount of time: 5 minutes

DEPARTMENT: Aging Services DIVISION: NA

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

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

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

The Aging Services Division requests approval of the attached intergovernmental agreement #50704-97 (Multnomah County #400016) with the State Senior and Disabled Services Division for the period July 1, 1995 through June 30, 1997.

The purpose of this agreement is to continue the services for elderly residents provided through the two (2) year Area Agency on Aging plan for aging services in Multnomah County. Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship and other services which benefit older residents of Multnomah County. Fiscal Year 1995-96 is year one of the two-year plan.

Total revenues from this agreement are in the amount of $11,091,912. Revenue sources include Title XIX (Medicaid) of the Social Security Act, Older Americans Act, U.S. Department of Agriculture and state general funds from Oregon Project Independence. These funds are included in the adopted FY95-96 County Budget.

BOARD OF COUNTY COMMISSIONERS
1995 JUL 14 PM 5:05
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: James McConnell

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

0516C/63
BCCSDSD.96

7-28-95 Originals Sent to Caroline Sullivan. 6/93

MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: Jim McConnell, Director
Aging Services Division

DATE: July 6, 1995

SUBJECT: FY95/96 Revenue Contract #50704-97 with State Senior and Disabled Services Division

Recommendation: The Aging Services Division recommends that the Board of County Commissioners approve the attached revenue contract #50704-97 with the State Senior and Disabled Services Division, for the period July 1, 1995 through June 30, 1997.

Analysis: This contract provides funds in the amount of $11,091,912 to continue services for elderly residents in Multnomah County. Services include planning, coordination, advocacy, long term care, community services, adult care home licensing, Public Guardian and Conservatorship, and other services which benefit older residents of Multnomah County. Fiscal Year 1995-1996 is year one of a two year plan of action.

Revenues are from multiple sources, including State Oregon Project Independence (OPI), the federal Older Americans Act of 1965, as amended, and federal Title XIX of the Social Security Act, and U.S. Department of Agriculture (USDA).

Fiscal Impact: These revenues are already included in the adopted County budget for FY95/96. No budget action is required.

Legal Issues: None

Controversial Issues: None

Link to Current County Policies: This revenue contract with the state Senior and Disabled Services Division provides State and Federal funding for the Area Agency on Aging Plan of Action for FY95/96. This plan, required by the federal Older Americans Act includes descriptions, goals and objectives for administration, planning, contracting, services, and budget for the service system for older residents of Multnomah County during FY95/96. Initiatives and goals from the Aging Services Division strategic plan AGING CHALLENGES OF TOMORROW are included in the Area Plan document. This plan is consistent with County Program Budget Performance Trends, Key Results, and Issues and Opportunities.

Citizen Participation: The Portland Multnomah Commission on Aging (PMCoA) held public hearings in April 1995 on the plan funded through this contract. The PMCoA and its AAA Committee have reviewed and approved the plan.

tl96.ssd

FY 95/96

Rev. 5/92

MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 400016

Amendment # _____

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-1 DATE 7/27/95 Carrie A. Parkerson BOARD CLERK

Department Aging Services Division _____ Date July 7, 1995

Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Administrative Contact Caroline Sullivan/Kathy Gillett Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract State revenue contract with Senior & Disabled Services Division providing funding for Aging Services administration, Long Term Care, and contracted community services. Covers Year 1 of 2 year plan for Aging Services.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Oregon Senior and Disabled Services Division

Mailing Address 500 Summer St NE
Salem OR 97310-1015

Phone (503) 378-4728

Employer ID# or SS# N/A

Effective Date July 1, 1995

Termination Date June 30, 1996

Original Contract Amount $ 11,091,912

Total Amount of Previous Amendments $ _____

Amount of Amendment $ _____

Total Amount of Agreement $ 11,091,912

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☐ Other $_____ ☐ Other_____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

REQUIRED SIGNATURES:

Department Manager James McConnell Date 7/10/95

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel Katie Gaetjens Date 7/20/95

County Chair / Sheriff Beverly Stein Date 7/27/95

Contract Administration (Class I, Class II Contracts Only) _____ Date _____

Encumber: Yes ☐ No ☐

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

CONTRACT APPROVAL FORM SUPPLEMENT
AGING SERVICES DIVISION

CONTRACTOR: STATE OF OREGON/SENIOR & DISABLED SERVICES DIVISION MOD #: 0
CONTRACT #: MC #400016 (SDSD #50704-97) MOD DATE:
DATE: JUNE 29, 1995

LINE	FUND	AGENCY	ORG CODE	REVENUE CODE	LGFS DESCRIPTION	ORIGINAL AMOUNT	MOD 1	MOD 2	MOD 3	FINAL AMOUNT
1	156	011	1700	2063	III-D	44,357				44,357
2	156	011	1700	2064	III-B	801,645				801,645
3	156	011	1700	2065	III-C1	411,585				411,585
4	156	011	1700	2066	III-C2	493,891				493,891
5	156	011	1700	2067	III-F	60,409				60,409
6	156	011	1700	2070	VII-B	9,174				9,174
7	156	011	1700	2387	OPI	838,268				838,268
8	156	011	1700	2609	TITLE XIX	8,430,083				8,430,083
9	156	011	1700	2399	OPI-ALZ	2500				2,500
TOTAL						11,091,912	0			11,091,912

FILE:F:\USERS\CONTRACT\SDCAF96.WQ1

ORIGINAL

Mult Co 400016

Oregon

DEPARTMENT OF HUMAN RESOURCES

Human Resources Bldg.

SENIOR AND DISABLED SERVICES DIVISION

Encouraging independence, dignity and quality of life

#50704-97

INTERGOVERNMENTAL AGREEMENT

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, Senior and Disabled Services Division, hereinafter referred to as "DIVISION," and

MULTNOMAH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGING SERVICES DIVISION
421 SW FIFTH, 3RD FLOOR
PORTLAND, OR 97204

A Type B Transfer Area Agency on Aging, hereinafter referred to as "AGENCY."

I. PURPOSE

The purpose of this agreement is the continuation of a cooperative effort between DIVISION and AGENCY for the provision of services to senior and disabled individuals in the State of Oregon.

II. TERM

This agreement shall become effective on July 1, 1995 and shall expire, unless otherwise terminated or extended, on June 30, 1997.

III. STATEMENT of WORK

Under this agreement, AGENCY shall conduct activities and provide services as indicated in the Area Plan, which by reference is made a part of this agreement, and the General Provisions, Part VI of this agreement.

IV. CONSIDERATION

DIVISION agrees to pay AGENCY from available and authorized funds. The maximum, not-to-exceed amount payable to AGENCY under this agreement will be determined by current program allocations and revisions as shown on the attached "Matrices of Budget Resources" (Exhibit A), and "Allocations/Funding Amounts" (Exhibit B).

500 Summer St. NE, Salem, OR 97310-1015 • (503) 945-5811 Voice/TTY
Toll Free 1-800-282-8096 Voice/TTY • (503) 373-7823 Fax

John A. Kitzhaber
Governor

"We do not discriminate in employment, services or activities."

V. DESIGNATION OF LIAISON

DIVISION and AGENCY intend to administer this agreement through the following designated liaisons:

DIVISION: Assistant Administrator for Program Assistance
Senior & Disabled Services Division
500 Summer Street NE; 2nd Floor
Salem, OR 97310-1015

AGENCY: Director
Area Agency on Aging

Any official notice regarding this agreement must be made in writing and mailed by certified mail. Such notice shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the address above or such other address as may be specified by written notice to the DIVISION.

VI. SPECIAL CONDITIONS

A. AGENCY will submit to DIVISION by September 30, 1995, a revised Section III D-2, for Matrix #60-5, Interpreting/translation, to include a correct Unit of Service Definition.

B. AGENCY will submit to DIVISION by September 30, 1995, a III D-2 for Matrix #50-5, Long Term Care Ombudsman, explaining how Agency staff interact with and support the LTC Ombudsman program.

C. AGENCY will request a waiver from DIVISION by September 30, 1995 to exceed the state established maximum hourly rates for contracted home care and personal care services. If the waiver is <u>not</u> approved, home care and personal care rates and related fee schedules in Section III D-4 will need to be revised.

VII. GENERAL PROVISIONS

A. FUNDS AVAILABLE and AUTHORIZED

DIVISION certifies that at the time this agreement is written that sufficient federal and state funds are available and authorized for expenditure to finance costs of this agreement within the DIVISION's appropriation or limitation. AGENCY understands and agrees that DIVISION's payment of amounts under this agreement attributable to work performed in each biennium that starts on July 1 of odd numbered years is contingent on DIVISION receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority for that biennium sufficient to allow DIVISION, in the exercise of its reasonable administrative discretion, to make payments as required under this agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, DIVISION may terminate this agreement, or any portion of it, effective upon the delivery of written notice to AGENCY with no further liability to AGENCY.

A reduction or termination shall not affect payment for allowable expenses incurred by the AGENCY prior to the effective date of such action. Prior consultation with the affected AGENCY will take place within time constraints consistent with the need for such action. Should a reduction in funding occur, AGENCY and DIVISION may renegotiate the agreement.

B. FUNDING

1. DIVISION will provide funding for allowable costs incurred pursuant to this Agreement by the AGENCY for federal and state programs administered by the DIVISION. Payments under this provision will be within limits established by legislative appropriation.

2. AGENCY agrees to reimburse to the DIVISION any funds received by the AGENCY for costs which are disallowed by Health and Human Services for Older Americans Act programs when the disallowance is related to AGENCY actions. AGENCY is not required to reimburse the DIVISION when the disallowance results from implementation of DIVISION rule or policy. Reimbursement shall be made within ten (10) work days of receipt by the AGENCY from the DIVISION of a copy of a Department of Health and Human Services notice of disallowance.

3. DIVISION agrees to assist the AGENCY in preparing responses and appeals to any federal disallowance notice involving Older Americans Act payments under this agreement.

4. DIVISION will provide funding to the AGENCY for the federal and non-federal share of allowable costs incurred pursuant to this Agreement by the AGENCY in administering Title XIX approved services. Payments under

this provision will be within limits established by legislative appropriation, and upon completion and submittal of DIVISION forms documenting personnel and non-personnel cost related to the delivery of Title XIX services. This provision does not preclude Type B Agencies from providing local public funds to the state to be used for Medicaid match. 42 CFR 433.45(2).

C. PAYMENT of FUNDS

1. In order to implement the Area Plan, which is incorporated in this agreement, the DIVISION shall provide funds subject to the terms and conditions stated in this agreement and applicable federal and state law. Specific amounts are identified by funding source in III. STATEMENT of WORK. Payment shall be as follows:

   (a) DIVISION shall process all payments to the AGENCY within 30 days following the receipt and approval by the DIVISION of the reimbursement request from the AGENCY.

   (b) DIVISION will advance no more than 1/6th of the annual contractual award of Older Americans Act funds to the AGENCY. The advance will remain outstanding over the bienniums and will be adjusted upward or downward annually based on the contractual award to the AGENCY. DIVISION will advance no more than 1/6th of the annual contractual award of Oregon Project Independence which will be applied to offset reported expenses the second year of the state biennium. Additional temporary advances may be issued provided they are justified by the AGENCY on the monthly request.

   (c) AGENCY shall submit final requests for payment to the DIVISION for each state fiscal year not later than 90 days beyond the end of the state fiscal year.

   (d) If the DIVISION makes payments to the AGENCY to which the AGENCY is not entitled, the DIVISION may reduce or withhold subsequent payments until all over-payments have been offset. The DIVISION shall give the AGENCY written notice of any proposed action under this provision. If the AGENCY contends that there has been no overpayment, the dispute shall be subject to Provision "Q" of these General Provisions.

2. Services of providers under Title XIX will be procured jointly by the AGENCY and the DIVISION. Title XIX service providers shall bill and receive payment for provided services directly from the Department of Human Resources.

D. PAYMENT as SOLE MONETARY OBLIGATION of the DIVISION

Any and all payments, as provided herein, shall be the sole monetary obligation of the DIVISION. Unless otherwise specified, the responsibility for payment of all operating costs; federal, state, county, or city taxes/assessments, and any other charges imposed by law upon employers shall be the sole responsibility of the AGENCY, except for costs associated with AGENCY's supervision of DIVISION employees.

E. ACCOUNTING REQUIREMENTS

AGENCY shall maintain a financial management system which assures that financial activities charged to state and federal funds are expended and accounted for in accordance with applicable state and federal requirements.

F. AUDIT REQUIREMENTS

1. For work performed on an hourly or cost reimbursement basis, the allowability of direct and indirect costs shall be governed by 45 CFR Part 74, Subpart Q and 45 CFR Part 92, Subpart C.

2. AGENCY agrees to the following terms, and it shall incorporate said terms in all subcontracts it enters into for the performance of the agreement:

   (a) Maintain financial records and other records pertinent to this agreement. All financial records shall be maintained pursuant to generally accepted accounting principles and using appropriate and sufficient documentation of expenses, and in such detail as to accurately reflect revenues, net costs (direct and apportioned), and other expenses for which reimbursement is claimed. Other records shall be maintained to the extent necessary to clearly and accurately reflect actions taken. AGENCY further agrees to provide access to all such fiscal records and to all other books, documents, papers, and records of contractor(s) which are pertinent to this agreement, and to allow the making of excerpts, photocopies, and transcripts, and allow performance of audits and/or examination of all fiscal records and books, documents, papers, and records of contractors. Such access shall be freely allowed to state and federal personnel, including the Oregon Secretary of State's Office, and their duly authorized agents.

   (b) All fiscal records, books, documents, papers, plans, and writings shall be retained by AGENCY and kept accessible for a minimum of three years, except as required longer by law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.

(c) AGENCY shall have an independent audit conducted annually and performed in accordance with federal regulations (i.e. OMB Circulars 122, 128, or 133), state statutes and DIVISION rules. The audit must be a review of each DIVISION program for which the AGENCY contracts. One copy of the AGENCY's audit shall be provided to the DIVISION's Financial Management Unit on or before 180 days after the end of the AGENCY's fiscal year.

3. The same audit requirements shall apply to those subcontracts, entered into by the AGENCY, in excess of $25,000 which are not fee-for-service contracts.

G. COMPLIANCE WITH AREA PLAN and LAW

AGENCY assures that it will perform, or cause to be performed through subcontract, the programs and services described in its Area Plan, which is included as a part of this Agreement. AGENCY will perform, or cause to be performed, such programs and services in compliance with the terms specified in this Agreement and the Older Americans Act. The Area Plan will specify service definitions, units of service, and methods of service delivery.

The requirement for AGENCY compliance with federal and state laws and rules includes, but is not limited to: Compliance with the Older Americans Act, as amended; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Federal Clean Air and Water Pollution Control Acts, as amended; the Americans with Disabilities Act of 1990, ORS Chapter 410, including Oregon Project Independence; ORS 659.425 and federal and state rules under the foregoing, including 45 CFR Part 74, 80, 92 and 1321, including Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Federal Acquisition regulations 48 CFR Part 1420; and policies of the Energy Policy and Conservation Act (PL 94-165). The above requirements extend to all AGENCY sub-contracts.

1. Licensing and Program Standards

AGENCY is required to comply with all applicable state, county, and municipal laws or regulations for licensing, certification, and operation of facilities and may not contract for the provision of services by facilities that are not in compliance with such laws or regulations. The term facilities includes but is not limited to Nursing facilities, Residential Care facilities, Adult Foster Homes, Assisted Living facilities, Specialized Living facilities, Meal Sites, and Senior Centers.

2. Confidentiality of Information

(a) Confidentiality of Client Information

i. All information as to personal facts and circumstances obtained by the AGENCY shall be treated as privileged communications, shall be held confidential and shall not be divulged without the written consent of the enrolled recipient, his/her attorney, or his/her parent or legal guardian, except as may be required by the DIVISION, directed by the court, or as provided by the Oregon Public Records [Act] Law. However, nothing prohibits the disclosure of information in summary, statistical or other form which does not identify particular individuals.

ii. The use or disclosure of information concerning recipients shall be restricted to the administration of the agreement. Confidentiality policies apply to all requests from outside sources. DIVISION, AGENCY, and subcontractor will share all pertinent information affecting services.

(b) Pursuant to 45 CFR 205.50, 42 CFR 431 subpart F, and applicable state laws, the AGENCY shall treat all information obtained through the performance of this agreement as confidential information. It shall not use any information, obtained in the performance of the agreement in any manner except as necessary for the proper discharge of its obligations and securement of its rights. All AGENCY personnel having access to information pertaining to recipients and/or providers shall complete and sign a nondisclosure agreement.

3. AGENCY-Client Grievance

AGENCY must establish a system through which a client or family member may present grievances about the operation of the AGENCY's service program. AGENCY will provide information and advice relative to the local grievance procedure to the client. AGENCY will notify the DIVISION of all Agency-client grievances which it is not able to resolve and will process these grievances according to DIVISION rules.

4. Merit System Requirements

AGENCY will provide personnel administration, based on merit principles and methods, which includes administration of the appointment, promotion, transfer, layoff, removal, and discipline of its employees, and other aspects of employment.

AGENCY will collect and maintain documentation to substantiate the steps of the hiring process and will recommend applicants for appointment or promotion based on a valid, reliable, job-related competitive process.

5. Applicable State and Federal Rules

AGENCY agrees to implement all applicable federal and state rules, policies and regulations in the administration of all programs. This includes, but is not limited to, applicable rules, policies and regulations promulgated by the Department of Human Resources or its Divisions, the Department of Agriculture Food and Nutrition Service, and Health and Human Services, Health Care Financing Administration.

H. COMPLIANCE WITH PUBLIC CONTRACTING STATUTES

AGENCY and its subcontractors shall comply with the following statutes and the requirements required under those statutes:

1. ORS 279.312: Conditions of Public Contracts Concerning Payment of Laborers and Materialmen, Contributions to Industrial Accident Fund, Liens and Withholding Taxes: Every public contract shall contain a condition that the CONTRACTOR shall:

   (a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

   (b) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract,

   (c) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

   (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. ORS 279.314 Condition Concerning Payment of Claims by Public Officers:

   (a) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation

or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

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

3. ORS 279.316 Condition Concerning Hours of Labor:

(a) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on a Saturday and on any legal holiday specified in ORS 279.334.

(b) In the case of contracts for personal services as defined in ORS 2279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

4. ORS 279.320 Condition Concerning Payment for Medical Care and Providing Workers' Compensation:

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

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

I. OLDER AMERICANS ACT SPECIFIC ASSURANCES

In order to receive funds allocated to the DIVISION under the Older Americans Act, AGENCY assures that:

1. Preference will be given to older persons in greatest social or economic need in the provision of services under the Area Plan. 45 CFR 1321.17(f)(2)

2. Procedures exist to ensure that all services provided under Title III of the Older Americans Act are provided without use of any means tests. 45 CFR 1321.17(f)(3)

3. All services provided under Title III of the Older Americans Act meet any existing State and local licensing, health and safety requirements for the provision of those services. 45 CFR 1321.17(f)(4)

4. Older persons are provided opportunities to voluntarily contribute to the cost of all services. 45 CFR 1321.17(f)(5)

5. AGENCY shall compile, and make available at senior centers, congregate nutrition sites, and other appropriate places, information on courses of post-secondary education offered to older persons with little or no tuition. 45 CFR 1321.17(f)(11)

6. Services provided under Title III of the Older Americans Act will be coordinated, where appropriate, with the services provided under Title VI of the Older Americans Act. 45 CFR 1321.17(f)(13)

7. AGENCY will, consistent with budgeting cycles, submit the details of proposals to pay for program development and coordination as a cost of supportive services to the general public for review and comment. Any such expenditure will have a direct and positive impact on the enhancement of services for older persons in the planning and service area. 45 CFR 1321.17(f)(14)(ii)(iii)

8. Where there is a significant population of older Indians in any planning and service area, the AGENCY will provide for outreach activities to identify older Indians in such area and shall inform such older Indians of the availability of assistance under the Older Americans Act. 45 CFR 1321.17(f)(15)

9. AGENCY assures compliance with Sec. 306(a)(5)(C) of the Older Americans Act in that each activity undertaken by AGENCY, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older individuals.

10. As a condition for receipt of funds under Title III of the Older Americans Act, the AGENCY shall pass on to its providers of services the requirement to:

(a) Provide the AGENCY with timely statistical and other information which the agency requires to meet its planning, coordination, evaluation and reporting requirements established by the State under 45 CFR 1321.13. 45 CFR 1321.65(a)

(b) Specify how the provider intends to satisfy the service needs of low-income minority individuals in the area served, including attempting to provide services to low-income minority individuals at least in proportion to the number of low-income minority older persons in the population serviced by the provider. 45 CFR 1321.65(b)

(c) Provide recipients with an opportunity to contribute to the cost of the service as provided in section 1321.67. 45 CFR 1321.65(c)

(d) With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger. 45 CFR 1321.65(d)

(e) Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies. 45 CFR 1321.65(e)

(f) Assist participants in taking advantage of benefits under other programs. 45 CFR 1321.65(f)

(g) Assure that all services funded under Title III of the Older Americans Act are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources. 45 CFR 1321.65(g)

11. For services rendered with funding under the Older Americans Act, the AGENCY shall require each service provider to:

(a) Provide each older person with an opportunity to voluntarily contribute to the cost of the service. 45 CFR 1321.67(a)(1)

(b) Protect the privacy of each older person with respect to his or her contributions. 45 CFR 1321.67(a)(2)

(c) Establish appropriate procedures to safeguard and account for all contributions. 45 CFR 1321.67(a)(3)

(d) Use supportive services and nutrition services contributions to expand supportive services and nutrition services respectively. 45 CFR 1321.67(b)

(e) Not deny any older person a service because the older person will not or cannot contribute to the cost of the service. (45 CFR 1321.67(d)

12. AGENCY assures that legal assistance providers providing legal assistance under section 307(a)(15) of the Act will comply with section 1321.71 of the Regulations issued under the Older Americans Act. 45 CFR 1321.71

13. AGENCY assures compliance with the Private Eldercare and Case Management Policy (AR-90-28) issued by the DIVISION, as required by the AoA-PI-90-06.

14. AGENCY, in carrying out the State Long-Term Care Ombudsman program under section 307(a)(12), will expend not less than the total amount of funds appropriated under this Act and expended by the AGENCY in fiscal year 1991 in carrying out such a program under this title.

15. Elderly and disabled persons or others on their behalf have a right to request information and service; that a determination of service eligibility be conducted, that persons be advised of the decision and have an opportunity to request a hearing;

16. AGENCY utilizes established DIVISION service priorities;

17. Clients will be provided service at the level of care required and permitted by DIVISION rules and available staffing;

18. AGENCY will develop a goal-oriented local service delivery system for clients which will incorporate within available resources the following:

(a) Protective services;

(b) Prevention or reduction of institutionalization;

(c) Achievement and maintenance of self-sufficiency;

(d) Appropriate placement in a facility, if needed;

(e) Achievement and maintenance of economic self-support;

19. AGENCY will use DIVISION required payment forms, reports, etc., to document services.

J. REPORTING

AGENCY shall supply reports to the DIVISION in accordance with Executive Letters and DIVISION rules.

K. SUBCONTRACTING

1. AGENCY shall be responsible for the performance of all subcontractors.

2. AGENCY shall not be relieved of any responsibility for the performance of its duties under this agreement, regardless of any subcontract it enters into.

3. AGENCY shall provide the DIVISION immediate written notice of any action, law suit, or claim made against the AGENCY by a subcontractor or vendor.

4. Subcontracts with Title XIX in-home services providers must be submitted to the DIVISION's Contracts Unit for approval before becoming effective. A copy of all other subcontracts, funded in whole or in part by federal or state funds through this agreement, must also be provided to the DIVISION's Contracts Unit, upon request.

5. AGENCY must require its subcontractors to comply with the same terms and provide the same assurances as the AGENCY must in its use of federal and state funds.

L. INSURANCE and INDEMNIFICATION

1. DIVISION and AGENCY shall be responsible exclusively with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and any applicable retirement contributions.

2. AGENCY shall indemnify, defend, save and hold harmless the State of Oregon, the Department of Human Resources (DHR), the DIVISION, their officers, employees and agents, from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the AGENCY, its assignees, subcontractors, agents or employees under this contract. The parties agree and intend that the AGENCY shall defend, save, indemnify and hold harmless the State of Oregon, DHR, the DIVISION, and their officers and employees from claims, suits and actions which result from the acts or omissions of those agents who are under the direction and control of AGENCY, whether or not those agents are also employees of the State or Oregon, DHR, or the DIVISION.

However, the AGENCY shall not be responsible to the State of Oregon, the Department of Human Resources, the DIVISION, or their officers, agents or employees for claims, suits, actions or expenses which result or arise solely out of the acts, errors or omissions of any third parties, including any persons receiving services under this agreement.

3. Each AGENCY subcontract shall require the subcontractor to save, defend, indemnify and hold harmless the DIVISION and the AGENCY for claims arising out of the tortious acts of the subcontractor. Each subcontract shall require the subcontractor to maintain a commercial general liability policy including coverage for contractual liability for obligations assumed under the subcontract. Each subcontract shall require the subcontractor to maintain a comprehensive automobile liability policy. The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act.

4. AGENCY agrees that it shall, at all times, keep in force a general liability insurance policy, issued by a company authorized to transact business in the state of Oregon, with limits of liability provided therein of at least $50,000 for property damage sustained by any one person, $200,000 for injury to any one person, and $500,000 for total injuries and/or damages arising from any one occurrence. It shall provide that the State of Oregon, Department of Human Resources and its Divisions, officers and employees are Additional Insured but only with respect to the AGENCY's services to be provided under this Agreement. If the insurance has an aggregate limit, then the AGENCY shall secure excess insurance in the amount of $1,000,000.

5. AGENCY shall furnish the DIVISION with written verification of the existence of such a policy upon execution of this agreement. The policy shall not be cancelled or modified by the AGENCY without 30 days prior written notice to the DIVISION. In the event of unilateral cancellation or modification by the insurance company of any insurance policy referred to in this clause, the AGENCY shall, within 24 hours, notify the DIVISION verbally and, within ten days, in writing as to the cancellation.

6. If AGENCY is self-insured for liability arising from injury to any person or damage to property in an amount sufficient to cover multiple claims made under the Oregon Tort Claims Act, AGENCY shall provide to the DIVISION documentation on AGENCY's self insurance program and coverage prior to contract approval by DIVISION.

7. DIVISION-owned automobiles and equipment are insured through Risk Management Division; AGENCY will provide excess coverage if it believes such coverage is necessary. AGENCY shall be responsible for all deductibles of the excess coverage. Transfer Agencies using equipment on DIVISION inventory are not required to additionally insure.

M. CLIENT FEES - PROGRAM INCOME

No fees shall be assessed, or charges made to clients by the AGENCY or subcontractor(s) for services provided under this agreement, except under schedules approved by the DIVISION. All program income, fees, and charges shall be used by the AGENCY or subcontractor(s) for the sole purpose of expanding services in the program area in which they were collected.

N. LICENSES, PATENTS, COPYRIGHTS

1. The Department of Health and Human Services, and the State of Oregon shall receive a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all information, work products, instructions, files, and documentation relevant to information developed in whole or in part from funding under this agreement.

2. The provisions of this article shall be incorporated in any subcontract which relates to the subject matter of this article.

O. WAIVER OF DEFAULT

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

P. ASSIGNMENT

AGENCY shall not assign, factor, sell, or otherwise transfer the agreement or any payment arising therefrom, without prior written consent of the DIVISION.

Q. DISPUTES and DEFAULT

1. A default may be declared under this agreement if either party materially fails to comply with any provision of this agreement within thirty days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the thirty day period, no default shall occur if the party receiving the notice begins curative action within the thirty day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

2. Notwithstanding General Provision Q.1, either party may declare a default immediately without allowing an opportunity to cure if the other party repeatedly and materially breaches the terms of this agreement or commits a major breach. A major breach is one that substantially

impairs the contractual relationship of the parties to provide the services covered by this agreement. Major breaches include, but are not limited to:

(a) Intentional or reckless acts or omissions that jeopardize the health, safety or security of clients.

(b) Intentional misuse of funds.

(c) Intentional falsification of records.

(d) Malfeasance by either party's officers or employees.

3. In the event of a default, before either party may bring an action in any court concerning this agreement, the parties shall endeavor in good faith to resolve the issue through negotiation or mediation.

4. The parties to this Agreement may attempt to resolve any dispute, except for those matters set forth in Provision Q.2, above, by:
(a) Providing notice to the other party of the matter in dispute;

(b) Have the matter jointly heard by appropriate departmental personnel from both AGENCY and DIVISION in an attempt to resolve the matter;

(c) If the dispute cannot be resolved at the departmental level, the matter shall be referred to the appropriate administrative level;

(d) At the administrative level, the matter may be referred to a third party mediator.

5. If a default occurs and it is not resolved under Provision R.4, above, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal rights and remedies available under Oregon law. If the AGENCY is in a default, the DIVISION may suspend payments to the AGENCY until the matter is resolved. Termination of modification of this agreement pursuant to this Provision shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination, AGENCY shall immediately cease all activities under this agreement, unless expressly directed otherwise by DIVISION in the notice of termination.

R. TERMINATION

1. In addition to the right to terminate for default under Provision Q, this agreement may be terminated by mutual consent or by either party upon 30 days written notice delivered by certified mail or in person.

2. DIVISION may terminate this contract, effective immediately upon delivery of written notice to AGENCY, or at such later date as may be established by the DIVISION, under any of the following conditions:

   (a) If DIVISION funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.

   (b) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.

   (c) If any license or certificate required by law or regulation to be held by AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.

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

3. The DIVISION may terminate the whole or any part of this agreement effective immediately upon delivery of a written notice of default (including breach) to AGENCY:

   (a) If AGENCY, through its own fault, fails to provide services called for by this contract within the time specified herein or any extension thereof; or

   (b) If AGENCY fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the DIVISION, fails to correct such failures within 30 days or such longer period as the DIVISION may authorize.

   The rights and remedies of the DIVISION provided in the above clause related to defaults (including breach) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

S. RETURN of RESOURCES

Upon termination, the AGENCY shall transfer to the DIVISION any unexpended and unobligated funds, materials, supplies, equipment, and contract rights obtained under this agreement as directed. AGENCY shall protect and preserve rights and property in its possession until transfer to the DIVISION has been accomplished. DIVISION may withhold from amounts otherwise due the AGENCY such sum as the DIVISION determines to be necessary to protect itself against loss.

T. AUTHORITY of SINGLE STATE AGENCY

Nothing in this agreement shall compromise the authority of the single state agency, the Department of Human Resources, as stated in 42 CFR 431.10 & 431.11, or in any way impair its ability to administer the Title XIX program.

U. NEGOTIATED INVESTMENT STRATEGY AGREEMENT

1. DIVISION and AGENCY recognize the Oregon Senior Services System Negotiated Investment Strategy Agreement, dated April 1985, as one of the principal agreements which describe shared roles and responsibilities for delivery of services through Oregon's senior and disabled services system.

2. In the event of a conflict between this agreement and the Negotiated Investment Strategy Agreement, the DIVISION will work with the AGENCY to attempt to resolve the conflict. If a dispute arises, resolution shall be in accordance this agreement.

V. CERTIFICATION for CONTRACTS, GRANTS, LOANS & COOPERATIVE AGREEMENTS

AGENCY certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the AGENCY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this

federal contract, grant, loan or cooperative agreement, the AGENCY agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying."

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this agreement was 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.

W. "STEVENS AMENDMENT"

The Appropriation Act includes a provision known as the "Stevens Amendment," which requires Department grantees to comply with the following:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects on programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state:

1. Percentage of total costs of program or project which will be financed with federal money;

2. dollar amount of federal funds for the project or program; and

3. percentage of dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

In regard to Title III and Title VI Formula Grants, the Health Care Financing Administration has concluded that the Stevens Amendment applies to the federal grantee (State Agency on Aging and Tribal Organization) and not to the subgrantee (Area Agencies on Aging) and in the case of Single Planning and Service Areas and Tribal Organizations, not to service providers directly receiving grants or contracts.

The "Stevens Amendment" is applicable to Title XIX solicitations and contracts.

X. APPROVAL of INFORMATION SERVICES SYSTEMS

The DIVISION, in consultation with the Area Agencies on Aging, shall adopt a plan for the design, development, operation, and implementation of its information services system. The plan will include information on the computer hardware and software to be used by the DIVISION and Area Agencies on Aging for those activities covered under this contract. This plan will be updated as changes are needed. The DIVISION will assure that the plan is compatible with the Department of Human Resources' information services systems and standards, and with the Department's Information Resources Management Plan, by obtaining written approval from the Department of Human Resources Office of Information Systems. The Area Agencies on Aging will not make any alterations to their own computer systems or acquire any new systems either of which effect the operation of the Department's systems without prior DIVISION approval through the Office of Information Systems.

Y. AMENDMENTS

1. DIVISION may amend the terms of this agreement to ensure compliance with federal or state statutes, regulations, or court interpretations or rulings. Such amendment(s) shall be valid when executed by the AGENCY and DIVISION.

2. This agreement may also be amended or extended by mutual agreement of the parties. Amendments or extensions by mutual agreement shall only be valid when reduced to writing, approved as required, and signed.

Z. FORCE MAJEURE

Neither AGENCY or DIVISION shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control AGENCY shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this agreement.

AA. SEVERABILITY

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

AB. GOVERNING LAW; VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between AGENCY and DIVISION that arises out of or relates to performance of this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

AC. MERGER CLAUSE

This agreement and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. AGENCY, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 2-27-95
Lauris A. Carlson
BOARD CLERK

VIII. SIGNATURES

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions listed herein and made a part of this contract by reference; and hereby certify under penalty of perjury that I am not in violation of any Oregon tax laws.

Name (tax filing) _____

Address _____

_____

Business Designation (Check One): [ ] Corporation [ ] Partnership [ ] Private/Non-profit

[ ] Sole Proprietorship [ ] Government/Non-profit

Federal Tax ID # _____ - _____

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. See IRS 1099 for additional instructions regarding taxpayer ID numbers. Information must be provided prior to contract approval. Information not matching IRS records could subject CONTRACTOR to 31 percent backup withholding.

Certification: I, under penalty of perjury, do hereby certify that (a) the number shown on this contract is my correct taxpayer ID (or I am waiting for a number to be issued to me), and (b) I am not subject to backup withholding because (i) I am exempt from backup withholding, or (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding.

MULTNOMAH COUNTY

BY James McConnell 7/10/95
James McConnell, Director Date
Aging Services Department

BY Beverly Stein 7-27-95
Beverly Stein Date
Multnomah County Chair

_____
Administrator/Delegate
Senior & Disabled Services Division

REVIEWED:
LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By Katie Gaetjens 7/14/95
Katie Gaetjens Date
Assistant County Counsel

_____
Date

Agreement Approved as to Legal Sufficiency / Department of Justice Signature on File

REVIEWED/SDSD Program Assistance: C.E. Lee 6-16-95

REVIEWED/SDSD Contracts: Joan E. Miller 6/16/95

Aging Services Division
District 2 Multnomah

Contract #_____

SECTION III E-1: PROPOSED BUDGET RESOURCES

FY 95-96
ALL CONTRACTORS

Date 06/29/95

A			OLDER AMERICANS ACT FUNDS									OTHER CASH FUNDS				IN-KIND		
Mat. Num	Service Category	Type B Funds	III-B	III-C1	III-C2	III-D	III-F	VII-B	State OPI 60 Plus	State OPI < 60	Other State Funds	Program Income	Cash Match	Other Cash	USDA	In-Kind Match	In-Kind Other	Grand Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(22)
1	Personal Care	0	0	0	0	44,357	0	0	172,754	400	0	0	0	0	0	0	0	217,511
2	Homemaker	0	18,000	0	0	0	0	0	408,829	0	0	37,000	0	0	0	0	0	463,829
3	Chore	0	0	0	0	0	0	0	2,000	0	0	0	0	0	0	0	0	2,000
4	Home Delivered Meals	0	0	0	493,891	0	0	0	0	0	0	0	0	0	289,321	0	0	783,212
5	Adult Day Care/Health	0	0	0	0	0	0	0	21,533	300	0	0	0	0	0	0	0	21,833
6	Case Management	6,597,329	228,773	0	0	0	0	0	212,358	1,500	0	0	87,294	742,300	0	0	0	7,869,554
	Subtotal - Cluster 1	6,597,329	246,773	0	493,891	44,357	0	0	817,474	2,200	0	37,000	87,294	742,300	289,321	0	0	9,357,939
7	Congregate Meals	0	0	310,931	0	0	0	0	0	0	0	0	0	0	144,654	0	0	455,585
8	Nutrition Counseling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Subtotal - Cluster 2	0	0	310,931	0	0	0	0	0	0	0	0	0	0	144,654	0	0	455,585
10	Transportation		117,497	0	0	0	0	0	0	0	0	0	72,953	823	0	0	0	191,273
11	Legal Assistance	0	30,318	0	0	0	0	0	0	0	0	0	0	16,273	0	0	0	46,591
12	Nutrition Education	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13	Information & Assist.	165,209	159,328	0	0	0	0	0	0	0	0	0	0	55,840	0	0	0	370,377
14	Outreach	0	37,975	0	0	0	0	0	0	0	0	0	0	0	0	0	0	37,975
	Subtotal - Cluster 3	165,209	345,118	0	0	0	0	0	0	0	0	0	72,953	72,936	0	0	0	646,216
20-1	Administration	744,255	81,452	100,654	0	0	0	0	80,827	0	*	0	80,823	1,184,189	0	0	0	2,255,200
20-2	AAA Advocacy	0	110,827	0	0	0	0	0	0	0	0	0	0	0	0	0	0	110,827
20-3	AAA Prog. Coord.	0	0	0	0	0	0	0	0	0	0	0	22,005	115,151	0	0	0	137,156
20-4	AAA Program Develop.	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0
									0	0	0	0	0	0	0	0	0	0
30-1	Home Repair/Mod	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30-2	Home Health	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30-3	In-Home Volunteers	0	17,675	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17,675
30-4	Respite	0	0	0	0	0	0	0	26,967	300	0	0	0	0	0	0	0	27,267
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40-1	Health/Nutri. Screen.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40-3	Wellness Education	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40-4	Mental Health Couns.	118,176	0	0	0	0	17,200	0	0	0	0	0	0	0	0	0	0	17,200
			0	0	0	0	43,209	0	0	0	0	0	0	79,270	0	0	0	240,655
50-1	Guardianship/Cons.	307,979														0	0	0
50-2	Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	225,457	0	0	0	533,436
50-3	Elder Abuse Aware.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	9,174	0	0	0	0	0	0	0	0	0	9,174
70-6	Gatekeeper	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0
70-8	Pvt Case Management	0	0	0	0	0	0	0	0	0	0	0	0	48,923	0	0	0	48,923
80-1	Senior Center Assist.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
80-4	Fin. Asst/Material Aid	0	0	0	0	0	0	0	0	0	0	0	0	93,237	0	0	0	93,237
									0	0	0	0	0	6,000	0	0	0	6,000
	TITLE XIX SERVICES																	
	Adult Care Home Lic	507,135	0	0	0	0	0	0	0	0	0	0	0	342,701	0	0	0	849,836
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total	8,430,083	801,645	411,585	493,891	44,357	60,409	9,174	926,268	2,500	0	37,000	243,075	2,910,164	433,975	0	0	14,806,126

* OPI - Homemaker Services - includes $90,000 in CEP expenditures.

AGREEMENT #50704-97
BUDGET AND RESOURCES
EXHIBIT A

District 2 Multnomah
FY1995-1996

Date Revised 06/29/95

SECTION III E-2, ALLOCATED FUNDS, CONTRACTED FUNDS, AND TRANSFERS

	LTC ADMIN TYPE B	OAA PART B	OAA PART C-1	OAA PART C-2	OAA PART D	OAA PART F	OAA VII A	OPI 60+	OPI (60	Other State Funds	TOTAL FUNDS
SDSD-AR-94-4 FY '96 Allocation	$17,547,533	$585,309	$832,563	$209,767	$20,186	$40,412	$8,651	$1,794,526	$0	$0	$21,038,947
Carryover Amount	$0	$42,336	$37,146	$0	$24,171	$19,997	$523	$0	$0	$0	$124,173
OAA Transfers	XXXXXX	$174,000	($458,124)	$284,124	$0	$0	$0	($2,500)	$2,500	$0	$0
Total Funds Available	$17,547,533	$801,645	$411,585	$493,891	$44,357	$60,409	$9,174	$1,792,026	$2,500	$0	$21,163,120
Contracted This Amendment	$8,430,083	$801,645	$411,585	$493,891	$44,357	$60,409	$9,174	$838,268	$2,500	$0	$11,091,912
Uncontracted Funds Available	$9,117,450	$0	$0	$0	$0	$0	$0	$953,758	$0	$0	$10,071,208

Negative numbers indicated with parentheses.

Reserved for OPI Client Employed Payments through SDSD $90,000
x - Included in OPI Allocation, but not contracted funds

FOR TYPE B AAAs:

XIX Regular Allocation	$12,938,400
Local Funds	$2,035,767
XIX Match on Local Funds	$2,573,366
TOTAL LTC ADMIN	$17,547,533

AGREEMENT #50704-97
FUNDING AMOUNTS
EXHIBIT B

Meeting Date: JUL 2 7 1995

Agenda No: C-2

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

AGENDA PLACEMENT FORM

Subject: FY95/96 Intergovernmental Revenue Agreement #400026 with City of Portland for Aging Services

BOARD BRIEFING *Date Requested:*
Amount of time:

REGULAR MEETING *Date Requested: July 27, 1995*
Amount of time: 5 minutes

DEPARTMENT: Aging Services *DIVISION:* NA

CONTACT: Caroline Sullivan/Kathy Gillette *TELEPHONE:* 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

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

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

The Aging Services Department requests approval of the Intergovernmental Agreement #400026 with the City of Portland, Bureau of Parks & Recreation for aging services. This agreement assigns responsibility for administering the Area Agency on Aging to the County Aging Services Department and provides City funds in the amount of $433,978 as the City share. City funds are used to continue support for contracted District Senior Service Centers and provide support for the Gatekeeper Program and the SE Multi-Cultural Senior Center, both operated by the County.

The this agreement includes a cost of living increase of $13,864 above the FY94-95 funding level, bringing the total City support for aging services in FY95-96 to $433,978. A County Budget Modification, to be done separately, is required to budget the cost of living increase.

In previous years, this agreement has included funding from the County to the City for the support of the Portland Multnomah Commission on Aging, the citizen advisory group which is administered by the City. These funds and services are addressed in a separate agreement.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Cathy for J. McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS MULTNOMAH COUNTY OREGON 1995 JUL 14 PM 5:05

0516C/63 6/93
BCCiga96.p&r

7-28-95 Originals Sent to Caroline Sullivan.

MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Beverly Stein, Board Chair

FROM: Jim McConnell, Director

DATE: July 12, 1995

SUBJECT: FY 1995-96 Intergovernmental Revenue Agreement with City of Portland/Bureau of Parks and Recreation for Aging Services

Retroactive Status: This agreement is retroactive to July 1, 1995. Delay in processing occurred in order to obtain adopted City budget figures.

I.Recommendation: The Aging Services Department recommends Board of County Commissioner approval of the attached Intergovernmental Revenue Agreement with the City of Portland, for the period July 1, 1995 through June 30, 1996.

II.Analysis/Background: The City and County are jointly designated by the State as the local Area Agency on Aging. The attached intergovernmental agreement between Multnomah County and City of Portland establishes responsibility for administering the Area Agency on Aging with the County Aging Services Department and provides for City funds to come to the County to support the District Senior Centers, the Southeast Multi-Cultural Senior Center, and the Gatekeeper Program.

This agreement is renewed annually. In previous years, the agreement has included County funding for the Portland Multnomah Commission on Aging (PMCoA) which is administered by the City. The PMCoA funding from the County and the City revenue to the City is handled by two different Bureaus. To simplify the document and administration of the agreement, City and County staff agreed to separate the Bureau of Parks revenues and the operation of the PMCoA into two contracts. Approval of the PMCoA contract will be requested in the near future.

III. Fiscal Impact: The agreement provides for $433,978 of City funds to come in quarterly payments to the County to support operations of the Aging Services Department. Funds are designated in the amount of $350,305 for District Centers, $67,145 for the SE Multi-Cultural Senior Center and $16,528 for the Gatekeeper program. A County Budget Modification is required to increase the City funds by $13,864 to match the City adopted budget amounts. This Bud Mod will be presented separately.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: Included in Area Plan for Aging Services

VII. Citizen Participation: The Portland Multnomah Commission on Aging (PMCoA) has actively been involved in providing advocacy to City and County in their respective budget processes.

VIII Other Government Participation: Implements the designation by the State Senior Disabled Services Division of the City and County jointly as the Area Agency on Aging for Portland/Multnomah County. The federal Older Americans Act requires that the State designate such an agency as recipient of federal funds to provide planning, advocacy and services for all residents age 60 and older. Designates City Park and Recreation Department as City agency responsible for management of City share of funding for services to elderly residents of Portland/Multnomah County.tl96iga.p&r

FY 95/96

Rev. 5/92

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 400026

Amendment # _____

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-2 DATE 7/27/95 Carrie A. Parkerson BOARD CLERK

Department Aging Services Division _____ Date July 13, 1995

Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Administrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract Renews City/County Agreement regarding Area Agency on Aging. City provides funds for District Senior Centers, SE Multi-cultural Center, and Gatekeeper Programs.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland/Bureau of Parks and Recreation

Mailing Address 1120 SW 5th #502

Portland OR 97204

Phone 823-6972

Employer ID# or SS# 93-6002236

Effective Date July 1, 1995

Termination Date June 30, 1996

Original Contract Amount $ 433,978

Total Amount of Previous Amendments $ _____

Amount of Amendment $ _____

Total Amount of Agreement $ 433,978

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☒ Other /Qtr $ 108,495 ☐ Other_____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

REQUIRED SIGNATURES:

Department Manager Cal Dept J McConnell Date 7-13-95

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel Katie Gaynor Date 7/14/95

County Chair / Sheriff Beverly Stein Date 7/27/95

Contract Administration (Class I, Class II Contracts Only) _____ Date _____

Encumber: Yes ☐ No ☐

VENDOR CODE	VENDOR NAME	TOTAL AMOUNT	$

LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	011	1760			2773			City GF	350,305	
02.	156	011	1810			2773			City GF	67,145	
03.	156	011	1876			2773			City GF	16,528	
*	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

ORIGINAL

400026

INTERGOVERNMENTAL AGREEMENT FOR OPERATION
OF THE PORTLAND/MULTNOMAH COUNTY AREA AGENCY ON AGING
FY1995-1996

SECTION I. INTRODUCTION

This agreement is between the City of Portland, hereinafter called CITY, and Multnomah County, hereinafter called COUNTY. This agreement, subject to execution by all parties, will renew, amend and extend the agreement originally executed on January 1, 1984 from July 1, 1995 through June 30, 1996.

SECTION II. RECITALS

A. WHEREAS, there are over 102,243 persons over the age of 60 in the CITY and the COUNTY; and

B. WHEREAS, CITY and COUNTY recognize the problems of those elderly persons with fixed incomes and frail health, and have demonstrated their support for services to this population; and

C. WHEREAS, pursuant to Section 305 of the Older Americans Act of 1965, as amended, the Senior and Disabled Services Division (hereinafter called the State) has designated the geographic boundaries of Multnomah County including the incorporated areas of the City of Portland, as one planning and service area; and

D. WHEREAS, the parties by concurrent action in 1974, and in keeping with the Intergovernmental Cooperation provisions of ORS Chapter 190, agreed to serve as the Area Agency on Aging (hereinafter called the AAA) to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County (the State designated service area) for the period beginning July 1, 1974 and continuing until this agreement is terminated or replaced; and

E. WHEREAS, the designation of an administrative unit to assume the responsibilities of the AAA is necessary to receive Federal funds under the Older Americans Act, State funds through Oregon Project Independence, and Federal/State funds under Title XIX of the Social Security Act; and

F. WHEREAS, the parties agreed in 1984 that the COUNTY would serve as the administrative agency for the Area Agency on Aging; and

G. WHEREAS, it is the intention of the CITY and COUNTY to jointly fund the Multnomah County Aging Services Department; and

H. WHEREAS, the CITY and COUNTY are both committed through Aging Policy for Portland and Multnomah County of 1982 to support specialized urban and human services to the elderly;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. CITY and COUNTY will continue to jointly fund the AAA for the period of this agreement. Funding for the AAA will not be reduced as a result of CITY and COUNTY service negotiations.

B. COUNTY will continue to have administrative responsibility for the AAA until this agreement is terminated or replaced.

C. The AAA shall operate as a separate unit, called the Aging Services Department.

SECTION IV: AGREED/COUNTY

A. Pursuant to ORS 190.030(1) COUNTY shall perform within the boundaries of COUNTY, all services to the elderly prescribed by the Annual Plan and approved by State, including services available through the Older Americans Act of 1965, as amended, Oregon Project Independence, and Title XIX (Medicaid) Program. In the event CITY fails to provide its share of local funding based on the mutually approved Annual Plan, COUNTY at its discretion may review and revise its obligation under this Section.

B. COUNTY shall maintain sub-planning and service area districts within COUNTY boundaries and shall maintain advisory committees for each of these designated sub-planning and service area districts. The advisory committees shall have review and comment authority on all funds and services allocated to the respective sub-districts.

C. COUNTY shall provide to the CITY's Parks Bureau all billing invoices and any other program reports listed in Section IV.C as requested by the Parks Bureau designee.

D. COUNTY will hold intact the AAA policy of contracting for services and developing and implementing a single entry system.

SECTION V: AGREED/CITY

A. Pursuant to ORS 190.030 (1) CITY hereby assigns to COUNTY the responsibility and authority to perform for CITY, services to the elderly within the city boundaries, as prescribed in the Annual Plan and approved by State, under the Older Americans Act, Oregon Project Independence, and Title XIX program.

B. CITY's Parks Bureau designee shall serve as the CITY's liaison to receive billing invoices from the COUNTY.

C. CITY shall provide to COUNTY, within 30 days of its request, comments on reports and documents received from COUNTY under the terms of this agreement.

D. The CITY budget allocation for the AAA shall be administered by the Bureau of Parks and Recreation and shall support the operation of the District Senior Service Centers, the Southeast Multi-Cultural Senior Center and the Gatekeeper Program.

SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. It is the policy of CITY and COUNTY together to provide the required local funding for the AAA. The provision of funding by CITY and COUNTY shall be determined through approval of respective CITY and COUNTY annual budgets.

B. The FY95-96 CITY budget includes funding for the AAA as follows:

District Centers	$ 350,305
SE Multi-Cultural Senior Center	67,145
Gatekeeper Program	16,528
TOTAL	$ 433,978

C. Upon receipt of an invoice, CITY shall make quarterly payments to COUNTY for FY95-96 funding in accordance with the following schedule:

August 1, 1994	$ 108,495
November 1, 1994	108,495
February 1, 1995	108,494
May 1, 1995	108,494
TOTAL	$ 433,978

D. COUNTY will waive indirect costs for the Older Americans Act and Oregon Project Independence funds now and in the future. COUNTY will not divert these funds from services to pay indirect costs. COUNTY will charge indirect costs on Title XIX Administrative dollars and any new Federal and State dollars as allowed.

E. COUNTY shall support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within COUNTY boundaries.

SECTION VII. SEPARABILITY

Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to specific Section of portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION VIII. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1995 and continue until June 30, 1996 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

CITY OF PORTLAND

By: _____ _____
Vera Katz, Mayor Date
City of Portland

By: _____ _____
Barbara Clark Date
City of Portland Auditor

REVIEWED:

By: _____ _____
Date
City of Portland Attorney

COUNTY OF MULTNOMAH

By: _____ _____
Beverly Stein Date
Multnomah County Chair

By Cal Dyal for J. McConnell 7-13-95
James McConnell, Director Date
Aging Services Department

REVIEWED:
LAURENCE KRESSEL, County
Counsel for Multnomah County

By: Katie Gaetjens 7/14/95
Katie Gaetjens Date
Assistant County Counsel

ORIGINAL

400026

INTERGOVERNMENTAL AGREEMENT FOR OPERATION
OF THE PORTLAND/MULTNOMAH COUNTY AREA AGENCY ON AGING
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E. COUNTY shall support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within COUNTY boundaries.

SECTION VII. SEPARABILITY

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This continuation Agreement shall commence July 1, 1995 and continue until June 30, 1996 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

CITY OF PORTLAND

By: _____ _____
Vera Katz, Mayor Date
City of Portland

By: _____ _____
Barbara Clark Date
City of Portland Auditor

COUNTY OF MULTNOMAH

By: Beverly Stein 7-27-95
Beverly Stein Date
Multnomah County Chair

By: Cil Mc Connell 7-13-95
James McConnell, Director Date
Aging Services Department

REVIEWED:

By: _____ _____
Date
City of Portland Attorney

REVIEWED:
LAURENCE KRESSEL, County Counsel for Multnomah County

By: Katie Gaetjens 7/14/95
Katie Gaetjens Date
Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 7-27-95
Cheri A. Jackson
BOARD CLERK

MEETING DATE: JUL 27 1995

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Director Custody Designees

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 3 Minutes

DEPARTMENT: Community & Family Services DIVISION: _____

CONTACT: Cathy Horey TELEPHONE #: 248-5464 ext. 4447

BLDG/ROOM #: 166/6th Floor

PERSON(S) MAKING PRESENTATION: Lolenzo Poe/Cathy Horey

ACTION REQUESTED:

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

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

Routine Request for Director Custody Designees

No Budget Impact

See Attached Briefing Memo

BOARD OF COUNTY COMMISSIONERS
1995 JUL 17 PM 5:04
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lolenzo Poe mo

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/163 7-28-95 Copy of Order 95-164 sent to Cathy Horey

6/93

MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
ADULT MENTAL HEALTH PROGRAM
421 SW SIXTH, SUITE 600
PORTLAND, OREGON 97204
(503) 248-5464 FAX (503) 248-3926
TDD (503) 248-3598

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LOLENZO POE, DIRECTOR Lolenzo Poe mas
DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

TODAY'S DATE: JULY 10, 1995

RECEIVED JUL 11 1995

REQUESTED PLACEMENT DATE: ASAP

RECEIVED
JUL 13 1995

RE: DIRECTOR'S CUSTODY DESIGNATION

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

I. Recommendation/Action Requested:
Ratification of the changes in the list of designees for Director Custody Holds (mental health holds).

II. Background/Analysis:
In 1987 the Board of County Commissioners ratified the participation of Multnomah County in the authority to place Director Custody Holds. ORS 426.215 enables a designee of the Community Mental Health Program Director to cause police to transport an allegedly mentally ill person dangerous to self or others to local hospitals for investigation prior to a possible court hearing for commitment to the state mental health division.

Director Designee Custodies are placed only after a mental health assessment and less restrictive options are exhausted. A large majority of Director Designee Custodies end up being committed to the state hospital system. This would suggest this type of custody is not used indiscriminately. The Psychiatric Emergency Operations Team, which includes staff from the County, hospitals, law enforcement agencies, and mental health agencies, reviews interorganizational coordination.

III. Financial Impact:
No impact.

IV. Legal Issues:
The rules governing Director Custody Holds are found in ORS 426.233.

RECEIVED
JUL 12 1995
COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OR

V. Controversial Issues:
Process has been in effect since 1987. We see no current political controversy in this matter.

VI. Link to Current County Policies:
This is consistent with current County policies.

VII. Citizen Participation:
We do not anticipate citizen involvement at this meeting.

VIII. Other Government Participation:
There are no other jurisdiction/county departments affected.

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

In the matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody	)))))	Resolution 95-164

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; it is therefore

ORDERED that the individuals listed below are hereby authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

Added to the list of designees are:

Royce Bowlin (541-90-1014)
Jackie Mercer (406-74-1176)
Steven Bettencourt (542-62-9792)
Deb Allison (482-72-3775)
Christina Cordelier (369-60-1265)
Anne Connor (480-56-2281)
Carol Cole (491-72-5034)
Tom Barrett (541-64-5831)
Jack Bowsky (515-50-5100)
Ray Shellmire (554-41-0354)
Sharon Aval (543-64-7607)
Mandie Cheney (497-40-5907)
Rushi Kokubu (541-29-4078)
Allan Wood (143-48-8938)
Candance Terrell (566-72-4719)
Shawn Graham (532-90-2810)
Elizabeth Goeke (495-56-5060)
Lawrence C. Betcher (542-96-4125)

DATED this 27th of July, ~~1994~~ 1995

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY,
OREGON

By _____
Beverly Stein, Chair,

REVIEWED BY
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By _____
Katie Gaetjens, Assistant Counsel

MEETING DATE: JUL 27 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Contract #15788 to former owner, DAVID D. RUDOLPH.

Contract #15788 and Board Order attached.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUL 14 PM 5:05

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Janice M. Druian 7-12-95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

7-28-95 Copy of Order 95-165 + Original Contract sent to Tax Title.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract 15788 for the Sale of Certain Tax Foreclosed Real Property to Former Owner	)	ORDER 95- 165
DAVID D. RUDOLPH	)	

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $16,286.38, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with DAVID D. RUDOLPH for the sale of real property described as ST JOHNS PARK ADD, LOT 27, BLOCK 3 , in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 27th day of July , 1995.

SEAL

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

CONTRACT

MULTNOMAH COUNTY, OREGON TO

DAVID D. RUDOLPH

THE TRUE AND ACTUAL CONSIDERATION
PAID FOR THIS TRANSFER IS: $16,286.38

UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:

9515 N LOMBARD
PORTLAND OR 97203

RETURN TO:

MULTNOMAH COUNTY, TAX TITLE UNIT
BUILDING 166, ROOM 320

CONTRACT # 15788

CONTRACT 15788

THIS AGREEMENT, made this 27th day of July ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and DAVID D. RUDOLPH hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

ST JOHNS PARK ADD, LOT 27, BLOCK 3

A. Purchase Price.

Purchaser agrees to pay the sum of $16,286.38, to be paid $1,628.64 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $157.57 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on August 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15th of each and every month along with the installment payment.

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, May 15).

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

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.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined 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 or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. 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. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. 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;

6. As used in this Agreement, 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.

7a. 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.

7b. 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 indemification 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 of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. 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.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten 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.

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.

E. Tax Notice

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

9515 N LOMBARD
PORTLAND OR 97203

F. Assignment

No assignment of this agreement 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 agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

G. 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.

H. Execution Deadline

This contract must be executed by Purchaser on or before July 5, 1995 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

By _____
DAVID D. RUDOLPH
6/29/95

(SEAL)

REVIEWED:

By _____
Laurence Kressel, County Counsel
for Multnomah County, Oregon

CONTRACT APPROVED:

By _____
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 27th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97

MEETING DATE: JUL 2 7 1995

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Contract #15789 to former owner, DAVID D. RUDOLPH.

Contract #15789 and Board Order attached.

BOARD OF COUNTY COMMISSIONERS
1995 JUL 14 PM 5:06
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Janice M. Druse Dan Payne 7-12-95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

7-28-95 Copy of Order 95-166 & Original Contract sent to Tax Title.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract 15789 for the Sale of Certain Tax Foreclosed Real Property to Former Owner DAVID D. RUDOLPH	)	ORDER 95-166

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $20,736.41, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with DAVID D. RUDOLPH for the sale of real property described as ST JOHNS PARK ADD, LOT 28, BLOCK 3 , in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 27th day of July , 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

CONTRACT

MULTNOMAH COUNTY, OREGON TO

DAVID D. RUDOLPH

THE TRUE AND ACTUAL CONSIDERATION
PAID FOR THIS TRANSFER IS: $20,736.41

UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:

9501 N LOMBARD
PORTLAND OR 97203

RETURN TO:

MULTNOMAH COUNTY, TAX TITLE UNIT
BUILDING 166, ROOM 320

CONTRACT # 15789

CONTRACT 15789

THIS AGREEMENT, made this 27th day of July ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and DAVID D. RUDOLPH hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

ST JOHNS PARK ADD, LOT 28, BLOCK 3

A. Purchase Price.

Purchaser agrees to pay the sum of $20,736.41, to be paid $2,073.64 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $200.62 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on March 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15th of each and every month along with the installment payment.

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, May 15).

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

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.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined 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 or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. 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. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. 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;

6. As used in this Agreement, 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.

7a. 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.

7b. 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 indemification 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 of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. 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.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten 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.

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.

E. Tax Notice

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

9501 N LOMBARD
PORTLAND OR 97203

F. Assignment

No assignment of this agreement 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 agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

G. 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.

H. Execution Deadline

This contract must be executed by Purchaser on or before July 5, 1995 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

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
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

By _____
DAVID D. RUDOLPH
6/29/95

SEAL OF THE BOARD OF COUNTY COMMISSIONERS OF MULTNOMAH COUNTY OREGON

REVIEWED:

By _____
Laurence Kressel, County Counsel
for Multnomah County, Oregon

CONTRACT APPROVED:

By _____
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 27th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97

MEETING DATE: JUL 2 7 1995

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Contract #15792 to former owners, PAULINE EMPEY, JOHN RECTOR, AND ROSIE RECTOR - LE.

Contract #15792 and Board Order attached.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUL 14 PM 5:05

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: [signature] [signature] 7-12-95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

7-28-95 Copy of Order 95-167 & Original Contract Sent to Tax Title.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract 15792 for the Sale of Certain Tax Foreclosed Real Property to Former Owners	)	ORDER 95-167
PAULINE EMPEY JOHN RECTOR ROSIE RECTOR - LE	)	

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owners thereof have applied to the County to enter into a contract to repurchase said property for the amount of $15,354.33, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owners for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with PAULINE EMPEY, JOHN RECTOR, and ROSIE RECTOR - LE for the sale of real property described as SECTION 16, 1S 2E, TL# 32 0.25 ACRES AS DESCRIBED IN ATTACHED EXHIBIT A, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyers upon successful completion of all provisions of the contract.

DATED this 27th day of July, 1995.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

R-99216-0320 TL 32 of Section 16 1S 2E
R-99216-0321
Map 3539

Described as follows:

A tract of land in the Northwest One-Quarter of Section 16, Township 1 South, Range 2 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

The North 118.25 feet of the following:

Beginning at a point 265 rods South and 59.54 rods East of the Northwest Corner of the Thomas W. Gates Donation Land Claim; thence South 10.75 rods; thence East 14.46 rods; thence North 10.75 rods; thence West 14.46 rods to the point of beginning.

Excepting therefrom that part in Magdelena Park and excepting therefrom the West 137.00 feet and further excepting that part in S.E. 86th Court as described in Book 1470 Page 998, recorded May 5, 1980.

CONTRACT 15792

THIS AGREEMENT, made this 27th day of July , 1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and PAULINE EMPEY, JOHN RECTOR, and ROSIE RECTOR - LE hereinafter called Purchasers; the County agrees to sell to Purchasers the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

SECTION 16, 1S 2E, TL# 32 0.25 ACRES
AS DESCRIBED IN ATTACHED EXHIBIT A

A. Purchase Price.

Purchasers agree to pay the sum of $15,354.33, to be paid $1,500.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $148.93 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on May 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchasers agree to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchasers shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchasers of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter.

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

1. Purchasers agree to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchasers will keep all improvements on the property in at least as good condition and repair as they were on the date of

possession by Purchasers and shall not permit any waste or removal of all or part of the improvement.

3. Purchasers will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined 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 or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

4. Purchasers 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. In this connection, Purchasers shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchasers will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchasers or Purchasers' agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchasers demonstrate to County's reasonable satisfaction that such Hazardous Material is necessary to Purchasers' 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;

6. As used in this Agreement, 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.

7a. Purchasers 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 Purchasers are entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchasers 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 Purchasers or purchasers' agents or contractors results in

any contamination of the property, Purchasers shall promptly take all actions at Purchasers' 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 Purchasers 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 of paragraph B7a.and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchasers 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 Purchasers 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, Purchasers shall give immediate notice to County. County may make proof of loss if Purchasers fail to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchasers fail to make any payment within ten days after it is due;

2. Purchasers fail to perform or comply with any condition and do 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, fail to commence and pursue curative action with reasonable diligence.

3. Purchasers become insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchasers make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy; or Purchasers are subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

E. Tax Notice

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

5205 SE 86TH CT, PORTLAND OR 97266

F. Assignment

No assignment of this agreement 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 agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

G. Conveyance of Title

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

H. Execution Deadline

This contract must be executed by Purchasers on or before June 27, 1995 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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 PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchasers have set their hands 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
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

SEAL

By _____
PAULINE EMPEY

By _____
JOHN RECTOR

By _____
ROSIE RECTOR - LE

REVIEWED:

By _____
Laurence Kressel, County Counsel
for Multnomah County, Oregon

CONTRACT APPROVED:

By _____
Janice M. Druian, Director
Assessment & Taxation

R-99216-0320 TL 32 of Section 16 1S 2E
R-99216-0321
Map 3539

Described as follows:

A tract of land in the Northwest One-Quarter of Section 16, Township 1 South, Range 2 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

The North 118.25 feet of the following:

Beginning at a point 265 rods South and 59.54 rods East of the Northwest Corner of the Thomas W. Gates Donation Land Claim; thence South 10.75 rods; thence East 14.46 rods; thence North 10.75 rods; thence West 14.46 rods to the point of beginning.

Excepting therefrom that part in Magdelena Park and excepting therefrom the West 137.00 feet and further excepting that part in S.E. 86th Court as described in Book 1470 Page 998, recorded May 5, 1980.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 27th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97

MEETING DATE: JUL 27 1995

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15512 **(Property originally purchased at auction)**.

Deed D951204 and Board Order attached.

1995 JUL 14 PM 5:05
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: [signature] 7-12-95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

7-28-95 Copy of Order 95-168 + Original Deed Sent to Tax Title.

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of Deed D951204 Upon Complete Performance of a Contract to JAMES G. CONDON and SARAH J. CONDON	)	ORDER 95-168

It appearing that heretofore, on March 22, 1990, Multnomah County entered into a contract with JAMES G. CONDON and SARAH J. CONDON for the sale of the real property hereinafter described; and

That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

HARLEM
LOT 3, BLOCK 5

Dated at Portland, Oregon this 27th day of July, 1995.

SEAL

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

DEED D951204

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JAMES G. CONDON and SARAH J. CONDON, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

HARLEM
LOT 3, BLOCK 5

The true and actual consideration paid for this transfer, stated in terms of dollars is $6,000.00.

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.

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

16727 NW NORWALK DRIVE
BEAVERTON, OR 97006

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 27th day of July, 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.

SEAL

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By K. A Juneberg

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

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 27th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

Carrie Anne Parkerson
Notary Public for Oregon
My Commission Expires: 1/24/97

MEETING DATE: JUL 27 1995

AGENDA NO.: C-8

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of IGA amendment with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 27, 1995

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: _____

CONTACT: Tom Fronk/Mary Lou Hennrich TELEPHONE #: x4274/494-4000
BLDG/ROOM #: 160/7 - 104/250

PERSON(S) MAKING PRESENTATION: Fronk/Hennrich

ACTION REQUESTED:

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

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

Ratification of amendment #1 to Intergovernmental Agreement Contract #202424 between Oregon Health Sciences University (OHSU) and Multnomah County, on behalf of CareOregon, whereby CareOregon agrees to pay OHSU monthly interest on those per member per month funds owed to OHSU at the County's "return" rate for the period June 2,1994 through June 1, 1997.

1995 JUL 14 AM 11:04
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Bill Odegaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

7-28-95 Originals Sent to Jim Kennedy.

MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Beverly Stein, Multnomah County Chair

FROM: Bill Odegaard, Health Department Director

DATE: July 6, 1995

SUBJECT: Late contract amendment with Oregon Health Sciences University (OHSU) concerning hospital and hospital alternatives on behalf of CareOregon

---

I. Recommendation/Action: The Health Department recommends approval of this contract amendment with Oregon Health Sciences University for the period from June 2, 1994 through June 1, 1997. This contract is being submitted late because of the press of time to create CareOregon. With high administrative stress, staff turnover and the goodwill of OHSU, this amendment was delayed in getting drafted.

II. Background/Analysis: Multnomah County, and OHSU are co sponsors of CareOregon. In the early development of CareOregon OHSU agreed not to seek reimbursement for hospital services provided to CareOregon clients under the agreed upon per person per month distribution formula. CareOregon is now operationally independent and able to reimburse for these and future expenditures.

This amendment provides that the County will pay OHSU interest on those per capita funds for which the County owes OHSU. The

interest rate paid would be the County's "return", which is the rate the County uses to allocate interest payments to interest bearing funds.

III. Financial Impact: These costs have been identified and a payables account has been established. These costs have been expensed, and will not have a negative impact on CareOregon's bottom line. We are projecting a lump sum payment of about $350,000, and an annual expenditure of about $100,000.

IV. Legal Issues: none.

V. Controversial Issues: none.

VI. Link to Current County Policies: This agreement is in direct support of CareOregon which is participating of the Oregon Health Plan.

VII. Citizen Participation: none.

VIII. Other Government Participation: none

Rev. 5/92

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 202424

Amendment # 1

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-8 DATE 7/27/95 Carrie A. Parkerson BOARD CLERK

Department Health Division _____ Date 23 Jun 95

Contract Originator Tom Fronk Phone 4274 Bldg/Room 160/7

Administrative Contact Jim Kennedy Phone 4274 Bldg/Room 160/8

Description of Contract County agrees to pay OHSU interest on those per capita funds owed to OHSU under the Oregon Health Plan. The monthly interest rate will be County's "return" rate

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name OHSU-Managed Care Contracting CDW-4

Mailing Address 3181 SW Sam Jackson Park Road
Portland, Oregon 97201-3098

Phone 494-8548

Employer ID# or SS# _____

Effective Date June 2, 1994

Termination Date ~~XXXXXXXXXXXXXXXX~~ June 1, 1997

Original Contract Amount $ requirements

Total Amount of Previous Amendments $ requirements

Amount of Amendment $ requirements

Total Amount of Agreement $ requirements

Remittance Address (If Different) _____

Payment Schedule / Terms

- ☒ Lump Sum $ 350,000 — ☐ Due on receipt
- ☐ Monthly $ _____ — ☐ Net 30
- ☐ Other $ _____ — ☐ Other _____
- ☐ Requirements contract - Requisition required.
- Purchase Order No. _____
- ☒ Requirements Not to Exceed $ 100,000 est annual

REQUIRED SIGNATURES:

Department Manager Billie Odegaard — Date 7/6/95

Purchasing Director (ClassII Contracts Only) _____ — Date _____

County Counsel Katie Gaetjens — Date 7/13/95

County Chair / Sheriff _____ — Date 7/27/95

Contract Administration (Class I, Class II Contracts Only) _____ — Date _____

Encumber: Yes ☐ No ☐

VENDOR CODE		VENDOR NAME			TOTAL AMOUNT	$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	390	015	0650			6110				requirements	
02.											
03.											
★	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

2. This amendment shall be effective June 2, 1994 and shall remain in effect until June 1, 1997, or unless the Agreement effective June 2, 1994 is terminated. In all other respects, the Agreement shall remain in full force and effect.

MULTNOMAH COUNTY, OREGON, doing business as CAREOREGON

By _____
Beverly Stein, Multnomah County Chair

Date 7-27-95

By _____ 7/6/95
Billi Odegaard, Health Department Director

By _____
Mary Lou Hennrich, CareOregon Director

OREGON HEALTH SCIENCES UNIVERSITY

By _____
Timothy Goldfarb, Director, Health Care Systems

Date _____

REVIEWED:

Laurence Kressel, County Counsel for Multnomah County, Oregon

By _____

Date 7/14/95

APPROVED AS TO LEGAL SUFFICIENCY:

Department of Justice

By _____

Date _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 7-27-95
_____
BOARD CLERK

MEETING DATE: JUL 27 1995
AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Transfer of Found/Unclaimed Property - 95-3

BOARD BRIEFING: *Date Requested:* _____

Amount of Time Needed: _____

REGULAR MEETING: *Date Requested:* July 27, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office *DIVISION:* Services

CONTACT: Larry Aab *TELEPHONE #:* 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Dan Noelle, Sheriff

ACTION REQUESTED:

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

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

Transfer of Found/Unclaimed Property as listed to the Department of Environmental Services as outlined in the Multnomah County Code 7.70.

CONSENT

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

1995 JUL 14 PM 3:38
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

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

0516C/63 *6/93*

7-28-95 Copy sent to Larry Aab.

Multnomah County Sheriff's Office

DAN NOELLE
SHERIFF

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

(503) 255-3600

MEMORANDUM

TO: CARRIE ANNE PARKERSON
Clerk of the Board

FROM: DAN NOELLE
Sheriff

DATE: JUNE 21, 1995

SUBJECT: FOUND/UNCLAIMED PROPERTY - 95-3

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

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

Attachment

RG/lbs/11340

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 95-3

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
89-4406	Polaroid camera	MC Use
89-4903	Bushnell binoculars, 10 X 25	MC Use
90-3545	SoundDesign AM-FM stereo deck, #16860504	MC Use
91-7843	Sony radio/cassette recorder, #E63016	MC Use
	Sanyo VCR/VHS/4 head	MC Use
	Set of TV rabbit ears	MC Use
	Brown extension cord	MC Use
	JC Penney TV, mod. 685-2136	MC Use
	Motorola cell phone, #472DQCR112	MC Use
92-5046	Samsung AM-FM/Cassette/CD player Model RCD-900	MC Use
92-2520	Gray toolbox with tools	MC Use
89-8867	Technics stereo receiver, #SGP2510	MC Use
91-6181	Blaupunkt car stereo, #44057201	MC Use
93-9568	Makita angle drill, #38392E	MC Use
	Makita battery drill, #01480569	MC Use
92-10706	B & D cordless ratchet 1/4" drive, 9050	MC Use
88-11652	Tool box with tools	MC Use
89-4908	Sony TV, #804337	MC Use
93-25	40 piece socket set with box	MC Use
94-4633	Assorted costume jewelry	Sale
94-4637	Ring (white metal)	Sale
94-4638	Ring (yellowish metal)	Sale
94-4642	Ring (silver)	Sale
94-4643	Ring, earring with clear stone	Sale
94-4647	Necklace with medallion	Sale

94-4648	Ring (yellow metal with clear stone)	Sale
	(2) Necklaces/chains (yellow metal)	Sale
91-7701	Wards 3/8" drill	MC Use
92-9865	Large pair of bolt cutters	MC Use
91-11105	Sony CD player, mod. CFD-D73	MC Use
90-3489	Assorted hand tools, torches, etc.	MC Use
89-2389	Pair of bolt cutters	MC Use
92-1533	Skil impact driver	MC Use
88-10370	Ingersol-Rand 2 hp compressor #DC87021-0075	MC Use
88-6124	Blaupunkt car stereo	MC Use
	Kenwood car stereo, mod. KRC-353	MC Use
89-4908	Manon wide angle binoculars	MC Use
92-6762	Large pair of bolt cutters	MC Use
91-2864	Sanyo AM-FM stereo, #M7024A	MC Use
90-8007	(2) Fire extinguishers	MC Use
92-5985	H.K. Porter bolt cutters	MC Use
88-11238	Worth aluminum baseball bat	MC Use
90-10722	Ensign Bushnell binoculars, 7 X 35	MC Use
89-4908	Craftsman tool box	MC Use
89-7811	Assorted hand tools	MC Use
91-1136	Pair of bolt cutters	MC Use
93-9568	Makita reciprocal saw, #1302117E	MC Use
	Two pairs of bolt cutters	MC Use
89-8165	AA 6 amp battery charger	MC Use
92-2425	New dent puller	MC Use
90-8007	Two fire extinguishers	MC Use
91-2011	Assorted hand tools	MC Use
88-12009	Binks 370 spray gun	MC Use
	Rhino air regulator & water trap	MC Use
89-3663	Red 20" bolt cutters	MC Use

89-2130	Large pair of bolt cutters	MC Use
89-8372	Fuller 24" bolt cutters	MC Use
89-7906	Red drop light with cord	MC Use
	Mark I impact driver	MC Use
89-4908	Tool box with tools	MC Use
	Ard 214 Impack hand tool, #4752B68	MC Use
	Rockwell 7 1/4" circular saw, mod. 4500	MC Use
	B & D shorty drill, #1510288	MC Use
91-3358	Dremel moto tool kit in tan case	MC Use
None	(2) Bags with rifle stocks	Sale
None	(1) Box with rifle (butts, scopes, etc.)	Sale
None	(1) Box with handgun hand grips	Sale
83-10305	Sankyo EM-40XL movie camera	Sale
	Lloyds multiplex stereo, #707266	Sale
	Sanyo portable AM-FM stereo	Sale
	Toshiba printing calculator, #D20698	Sale
	Casio printing calculator, #2251910	Sale
	Canon printing calculator, #227001	Sale
	Sanyo AM-FM cassette player, #03831611	Sale
	Toshiba color TV	Sale
	Sankyo cassette tape recorder, #68111049	Sale
90-11784	United motorcycle/blue	Sale
88-6945	Realistic AM-FM receiver/radio, #544759	Sale
86-7809	Stihl 051AV chain saw/electric	Sale
89-11243	Set of Shur-Grip cable chains	Sale
93-111	Bag with miscellaneous costume jewelry	Sale
95-713	Two Volvo tire rims (6JX15X25)	Sale
92-10191	Motorola handie talkie radio, #759TRN6987	Sale
92-10706	Eight Champion spark plugs (RV12C)	Sale
94-5222	Black camera bag	Sale

	Two Zeiss camera lenses	Sale
94-5531	GTE cell phone, #991GTX9549	MC Use
92-9432	Three rings	Sale
	One charm bracelet	Sale
92-10804	One silver dollar in proof case	Sale
	Bicent. silver proof set w/$1.00, .50, .25	Sale
	One Eisenhower proof silver dollar	Sale
92-329	Panasonic phone answering machine #KX-T1920	Sale
	Beveda car stereo, #600549-BEQ-7250	Sale
93-25	Black plastic compass	Sale
93-1192	Purple transport bag	Sale
	Sears Craftsman tool box with tools	Sale
	Four way lug wrench	Sale
	Blue car jack	Sale
93-1666	Onkyo stereo amplifier, #1104020452	Sale
93-2372	Plastic tool box with tools (black)	Sale
93-2234	(2) Cross cut saws	Sale
	Pair of bolt cutters	Sale
	Green bag with miscellaneous tools	Sale
	(2) Speakers	Sale
94-1580	Pair of bolt cutters	Sale
94-6025	DNR cassette deck car stereo, #7110864	Sale
92-10560	Four way lug wrench	Sale
94-6305	Tape case with 16 cassette tapes	Sale
92-10539	Sony Walkman	Sale
	(1) Gold colored bracelet	Sale
	(1) Gold colored ring	Sale
94-2990	(20) cassette tapes	Sale
94-6361	Unic car cassette player, #30700059	Sale
94-1950	Tool box with miscellaneous tools	Sale

	Tape box with miscellaneous tapes	Sale
	Kraco car stereo	Sale
	Infrared photo relay alarm, #162953	Sale
	Kenwood AM-FM cassette player, #71203781	Sale
89-6942	Fishing pole & reel, (Berkley Buccaneer)	Sale
	Wen cordless electric drill	Sale
92-9278	Realistic scanner, #002926	Sale
94-1205	GTE portable phone with nylon case	MC Use
94-815	Wen 14" electric chain saw	Sale
94-1212	Midland mini CB radio, #0017264	Sale
	Midland mini CB radio, #0012486	Sale
	Midland mini CB radio, #0020266	Sale
94-2912	Motorola cellular phone, #674GUBGS40	Sale
94-668	Toyota folding jack handle	Sale
94-6692	Geneva men's watch	Sale
92-8997	Universal remote control, #85108	Sale
	Radio Shack cordless telephone Enercell	Sale
	Omega micrometer	Sale
	Five Tyco 9.6v turbo battery packs	Sale
	Archer AC power adapter	Sale
92-8989	Bag of miscellaneous costume jewelry	Sale
	Sharps electric organizer	Sale
	Nikon 9X30 binoculars	Sale
	Five wristwatches	Sale
	Realistic scanner	Sale
	1854 US half dime coin	Sale
93-800	Sears 4 amp battery charger	Sale
93-9069	Novatel cellular phone, #14201908503	Sale
93-6703	Nentel cellular phone, #472ERGF678	Sale
93-6567	Bag with assorted costume jewelry	Sale

93-7873	Bag with assorted costume jewelry	Sale
93-9568	Skilsaw saw, #HC-859545	Sale
	Skilsaw saw, #HD-212040	MC Use
	Sears belt sander, #A1327	Sale
	Plano toolbox with tools	Sale
	Craftsman router, #A2018	Sale
93-70	Miscellaneous tools	Sale
93-802	Aiwa tape deck/CTX400II	Sale
93-1479	Homelite 150 chain saw, #183360255	Sale
	Toro blower, #8030228	MC Use
	Craftsman gray toolbox with tools	Sale
	Sound Design AM-FM tape receiver, #16511292	Sale
	Montgomery Wards microwave, #15370	Sale
93-952	Amp and speaker cabinet	Sale
	Profile 60 amp	Sale
	Car stereo	Sale
	Bag with stereo, jumper cables	Sale
93-300	Stebeo brown catalog case	Sale
	Bag with miscellaneous costume jewelry	Sale
93-363	Super Pal air compressor 1 hp	Sale
93-736	Audiovox AM-FM cassette, #603578120	Sale
93-1153	Cellular phone, CMT #CMR38HS100	Sale
93-5267	Shimano fishing pole and reel	Sale
	Yellow plastic tackle box with tackle	Sale
93-6240	Motorola cellular phone, #472GSCB576	Sale
	Lamotte Turbidity meter	Sale
	Digital mini-ph meter	Sale
93-9699	Black box with cassette tapes	Sale
93-5570	Seiko watch, rope necklace	Sale
93-5571	Watch, (2) rings, earring	Sale

93-5572	Watch	Sale
93-5573	Bag with rings, necklace, bracelets	Sale
93-7398	Bag with assorted earrings, necklace, ring, watch	Sale
92-5926	Car stereo, #1053514	Sale
	Novatec cellular phone, #F83200022644	Sale
92-5932	Lopping shears	Sale
92-5985	Tru-Craft pliers	Sale
	Motorola mobile phone, #194DQSF622Y	Sale
92-6618	Fishing pole and Daiwa reel	Sale
92-7723	OKI (GTE) cellular phone	Sale
92-8588	Spartus clock alarm	Sale
	Sanyo radio tape deck, #61621065	Sale
92-10458	Fold up child's crib	Sale
92-5866	Two CD tapes	Sale
92-9653	Novatel cellular phone, #840517	Sale
92-8372	(2) chains (jewelry type)	Sale
	Sunbeam alarm clock	Sale
92-2520	Kraco CB with antenna, #108012415	Sale
	Portable antenna	Sale
	Realistic scanner, #15045197	Sale
	Mitsubishi amplifier	Sale
	Calculator	Sale
	Kraco fader, #001245	Sale
	Citizen Bank power converter	Sale
	Blaupunkt BEQ-65 converter	Sale
	Gray gym bag	Sale
	Kenwood radio/receiver, #6ZR11352	Sale
	Realistic tape recorder	Sale
	Lanier recorder	Sale
	Realistic scanner, #15085109	Sale

	Realistic room monitor	Sale
	Four watches	Sale
92-2591	Two Sony 140W speakers	Sale
	Orion equalizer, #918016	Sale
	Clarion compact disc changer	Sale
92-5820	Wooden Buddha	Sale
	Silver ring with blue stone	Sale
	Silver ring with white stone	Sale
	Round silver earring	Sale
	Gold dangle earring	Sale
92-536	Cobra radar detector, mod. 2100	Sale
	(2) Sansui SP200 wood speakers	Sale
92-2425	Porter/Cable electric saw, mod.32313R	Sale
92-3767	Kenwood CD player< #54M01077	Sale
	MES AM-FM stereo, #80303012	Sale
	Audi AM-FM cassette	Sale
	Clarion AM-FM cassette, #0050304	Sale
	Sansui AM-FM cassette, RX-222	Sale
	Kenwood amplifier, #5XM10615	Sale
	Two whistle radar detectors	Sale
	Red gym bag	Sale
92-4436	Wards radio, #JFA39524	Sale
92-3720	Sentry fire box safe, mod. 1100	Sale
92-228	Seiko man's watch	Sale
92-609	Two ft crow bar	Sale
92-969	Flat head shovel	Sale
92-1867	Multi-size tire iron	Sale
92-1355	Two kilo barbell weight	Sale
92-1533	Rubbermaid toolbox with tools	Sale
92-924	Seiko wristwatch	Sale

92-266	Two Scorpion speakers	Sale
	MEI car stereo, #90702530	Sale
	Sound Creation equalizer, #065446	Sale
	Two Sentrek car speakers, SC360	MC Use
	Kenwood car stereo, #90513162	Sale
	Two solvent dispensers, F-565	Sale
92-515	Three pieces of Samtron computer	Sale
92-1476	Large red bolt cutters	Sale
	Green gym bag	Sale
	Four ft. heavy chain	Sale
92-2705	Pizza warmer, brown with silver lining	Sale
92-3079	(2) Pairs of bolt cutters, one hacksaw	Sale
92-5739	Pro-File classic water ski	Sale
92-5691	Gray 3 drawer toolbox with misc. tools	Sale
92-4492	Miscellaneous costume jewelry	Sale
92-4711	Daytron VCR, #8AC21087	Sale
92-8015	Realistic car stereo, #OD1479310	Sale
	JVC car stereo, #17295773	Sale
	Blaupunkt car speaker	Sale
	(2) Audiovox speaker covers	Sale
92-10567	Brown nylon duffle bag	Sale
	Four assorted stuff animals	Sale
	Two baby blankets	Sale
92-10393	Lebo black vinyl case	Sale
	(21) cassette tapes	Sale
92-10518	Miscellaneous jewelry	Sale
92-169	Two boxes with plastic toy eggs	Sale
92-471	Eight sprinklers	Sale
	Baseball catcher's mask	Sale
92-4047	Targa car stereo, #ATH60100525	Sale

	Kraco car stereo, #096187	Sale
92-5538	Welsh 987 baby car seat	Sale
92-10225	Box with three porcelain clowns	Sale
92-8963	Audio-Tel mobile phone, #C0152725	Sale
91-11105	Sony Discman/D-9, #181445	Sale
	Bag with miscellaneous tools	Sale
	Sony CD player/CFD-D73	Sale
	Clarion five band stereo equalizer	Sale
	Kenwood security system, #68504218	Sale
	Sony face plate for CD player	Sale
	Sony stereo amp/XM601, #19411	Sale
	Ten assorted speakers (auto)	Sale
	Sony car stereo, #506178	Sale
	Kenwood car stereo/Mod. KRC757	Sale
	Kenwood car stereo/Mod. KRC 636	Sale
	One CD Def Leppard ("C" Ya)	Sale
91-11026	Sony Walkman cassette player, #1643574	Sale
91-9577	Kenwood AM-FM cassette stereo, #00108404	Sale
91-10660	Seiko message watch, #075801	Sale
91-10773	Realistic scanner/Pro-33	Sale
91-11136	Pocket calculator	Sale
	Pair of HKP bolt cutters, #8690CK	Sale
91-11440	Realistic programmable scanner	Sale
91-11791	Regency scanner/HX-1000, #0015613	Sale
91-11696	Blue bag with assorted tools	Sale
91-7843	GPX AM-FM radio/cassette player, #90072701	MC Use
	RCA remote control unit	Sale
	Unknown make remote control, gray	Sale
	Toshiba remote control unit	Sale
	One double pyle driver speaker	Sale

91-7701	Sony Walkman, gray	Sale
	Burgess battery charger	Sale
	4X9 rifle scope	Sale
	AM-FM stereo cassette/radio, KT-4015	Sale
	7X35 binoculars, Sunset, #53637	Sale
	GPX AM-FM stereo radio cassette player	Sale
	Railroad hammer	Sale
91-8426	Riding lawnmower	Sale
91-9234	Pocket watch, gold colored case	Sale
91-7882	Black Magic speakers, #BM4000	Sale
91-6584	(2) Old sewing machines	Sale
91-7077	GE portable two way radio, #9616562	Sale
91-9570	Brown tape box with 24 cassette tapes	Sale
91-9190	Realistic scanner, #05087452	Sale
91-1321	GE answering machine	Sale
91-8164	Revere 3M stereo tape system, box with magnetic tapes	Sale
91-8598	Coin collection book with coins	Sale
91-8876	Realistic scanner	Sale
91-9127	Camera bag with Canon camera, lenses, filters	Sale
91-9741	Four tires & wheels/P185/60R14	Sale
91-9998	FM stereo cassette player/Clarion, #PE684A	Sale
91-10346	Seiko Receptor watch	Sale
91-10358	Sony cassette receiver, #508748	MC Use
	Jason 7X35 binoculars	Sale
91-10579	Bushnell rifle scope, #L741	Sale
91-10994	Noratel phone/car	Sale
91-6223	(2) Pioneer speakers, TS-X20	Sale
	(2) Kenwood speakers, KFC103	Sale
	Blaupunkt amplifier, #006526	Sale

91-6182	Aiwa cassette receiver, CT-23500	MC Use
91-6283	Miller Matic welder, #72-620383	MC Use
91-5203	Pocket calculator	Sale
91-8311	Crow bar	Sale
91-7525	Small anchor	Sale
91-3509	Realistic equalizer, #561021951	Sale
	Pyramid equalizer, #802513	Sale
	Realistic car stereo	Sale
91-8116	Tape box with assorted cassette tapes	Sale
91-7440	Vetter black M/C helmet	Sale
91-7422	Load tightener puller	Sale
91-3248	Uniden cellular phone, #00663570	Sale
	Sherwood two way power amp, #00127262	Sale
91-2508	Bag with costume jewelry	Sale
91-8838	Tan duffle bag/High Sierra	Sale
	(26) miscellaneous cassette tapes	Sale
	Pair of soccer cleats/Nike	Sale
	Pair of shin guards/Miter	Sale
91-12016	Cobra magnetic antenna	Sale
	Cobra digital CB, #95000472	Sale
91-12154	Nintendo box, #N0190557	Sale
	Teac cassette deck, #18249202	Sale
	Brown "Bucks" bag	Sale
	Power adaptor and cords	Sale
91-2733	Goodman scissors jack 750 KG	Sale
91-1137	Brass 2' lamp	Sale
91-2236	Sony AM-FM cassette stereo, #M4XGMAX	Sale
91-2371	Tire iron	Sale
91-1646	Pair of Realistic CB radios	Sale
91-2667	Olympus camera	Sale

	GE pack-set/black	Sale
91-5044	Crow bar	Sale
91-2568	(16) American flags	Sale
91-2400	Tan tape case, (2) tapes	Sale
91-2592	Truck light bar w/6 lights/KC	Sale
91-3058	Realistic stereo/radio, #147632861067	Sale
91-9058	Pyramid cassette/AM-FM stereo	Sale
91-779	AT&T answering machine	Sale
91-1010	Fisher VCR, #T395308545	Sale
91-3164	Technics amplifier, #FM9IA39957	Sale
	Technics tuner, #FN9HA35777	Sale
91-1273	Ring with blue stone	Sale
91-1176	Subaru stereo, #FA03879	Sale
91-1163	Radio Shack cellular phone, #00284350	Sale
91-6673	Sheetrock hammer	Sale
91-8772	Tape case with (11) cassette tapes	Sale
91-2282	Commodore paper advancer #XA1072733	Sale
	Commodore disc drive, #CA119523	Sale
	Commodore keyboard, #PDD495583	Sale
91-10966	Clarion car stereo, #0054529	Sale
91-11827	Regency scanner/Whamo 10	Sale
91-12404	Box with cassette tapes	Sale
91-10630	Sanyo portable stereo, #AFA9X9M7100K	Sale
90-2809	Texas Instruments calculator/Mod. TI-1750	Sale
90-4709	Badger WP41 fire extinguisher	Sale
90-6138	Scythe, 48" high	Sale
90-9462	Hayes modem, #A27400153750	Sale
90-10722	Tan Stansport backpack	Sale
	Panasonic cellular phone, #1-167002	Sale
	Cobra radar detector, #262300	Sale

90-9615	2 ft long tire iron	Sale
90-8727	Box with video tapes & Nintendo games	Sale
	Box with model parts	Sale
	Challenger 4000 radio controller	Sale
	Remote controller 75 mhz	Sale
	Seiko woman's watch	Sale
	Olympus 35mm camera	Sale
90-3098	Kenwood CD player, #90801791	Sale
90-10818	Sony CD player, #M4XGMAX	Sale
90-10803	Realistic cassette tape recorder	Sale
90-3228	Sentry 1250 safe, #E504393	Sale
90-1893	Power-Kraft soldering gun	Sale
	Rigio-Supreme drill with sanderhead	Sale
	B & D drill, mod. 7190	Sale
	Wen circular saw, mod. 1000	Sale
	Allied Tap & Hex die set, 41 piece	Sale
	Five quarts of Havoline motor oil, 10W-30	Sale
	Philco TV set, #35406674	Sale
90-2795	Seven pairs of Bugle Boy pants, size 8	Sale
90-1655	Baseball bat	Sale
	Set of bolt cutters	Sale
90-3489	Yamaha disk recorder/EMO-1	Sale
	Carrying bag with tools	Sale
90-3370	Soundstream car stereo, #010339	Sale
90-3123	Duofone phone answering machine	Sale
90-3679	Pioneer stereo	Sale
90-2310	Wooden jewelry box & contents	Sale
90-578	CB antenna	Sale
	CB radio/Midland, #0044616	Sale
	(3) cassette tapes	Sale

	Flashlight	Sale
90-6167	Kenwood stereo, #80900464	Sale
90-2664	(2) pocket watches	Sale
	Ring box with ring	Sale
	Gold colored chain	Sale
90-12222	RCA color TV/19", #9089	Sale
	Sony tape deck, #33878	Sale
90-7100	Two M/C helmets	Sale
90-6627	Eagle Claw fishing pole with reel	Sale
90-11252	Tie tac, gold with pearl	Sale
	Six gold chains	Sale
90-5951	Two Sanyo speakers/two way	Sale
	Bag with tools	Sale
	Sanyo car stereo, #12912365	Sale
	B & D drill, #7110	Sale
	ABC fire extinguisher, #719888	Sale
90-8123	Assorted costume jewelry	Sale
90-6380	Braemar computer, #143015	Sale
90-11203	Sears TV, #V00311731	Sale
90-11784	Moped/United, VIN #00000-14748	Sale
90-10621	Black zip-up suitcase	Sale
90-8569	Yamaha M/C frame/1988	Sale
90-11266	Olympiette electric typewriter	Sale
90-693	30" jack stand	Sale
90-1357	Kenwood car stereo, #80109012	Sale
90-975	Auto-Logic phone answering machine	Sale
90-57	Electric KuoHorng fan	Sale
90-4626	Equalizer/Steco, #83410860	Sale
	Polaroid camera with flash and case	Sale
90-7591	Motorcycle helmet/DOT/K-14	Sale

90-7511	CD player/Sony/mod. CDP-102, #806718	Sale
90-7513	Chainsaw/Sears, #12012172	MC Use
90-6842	Basketball/Rarity NBA	Sale
90-8989	Car stereo/Blaupunkt, #L82801410	Sale
90-7434	Pitch fork/Craftsman	Sale
90-9128	(3) metal beauty rings/hubcaps	Sale
90-9242	Camera, 35mm/Petri/75 model	Sale
90-8007	Two metal bottle openers	Sale
	Clock radio/General Electric	MC Use
	Cobra telephone, #OCCR557756	Sale
	Superset telephone/Matel	Sale
	Sentry fire extinguisher	Sale
90-12061	Pair of Jensen speakers	MC Use
89-4908	Sears reciprocating saw, #4432	Sale
	Wards sabre saw, #TPC-8963A	Sale
	Porter cable belt sander, #10927	Sale
	Porter cable router, #6031	Sale
	Wards 7 1/4" circular saw, 2hp	Sale
	Porter cable 6 1/2" circular saw, #21286	Sale
	Sears belt sander, #B1311	Sale
	Wizard 1/2" drill	Sale
	Hand drill, Porter calbe, mod. 161	MC Use
	Jason binoculars, mod. 2661	Sale
	Emerson color TV, mod. PC5B	Sale
	Black box with vet kit	Sale
	Honda twin V M/C engine	Sale
	Box with assorted tools	Sale
89-2629	Tire iron	Sale
89-6543	Murcury binoculars, #48182	Sale
89-4908	Brown briefcase with misc. jewelry	Sale

	Blue nylon bag with misc. jewelry	Sale
	Yellow bag with misc. jewelry	Sale
	Black nylon case with Gerber knife set	Sale
	Kenwood cassette stereo, #80502552	Sale
	Sanyo cassette stereo, #36300526	Sale
	Evergreen auto reverse, #001063	Sale
	Sony equalizer, #16971	Sale
	Clarion power booster, #300EQB2	Sale
	Kraco 40-channel CB radio, #019534	Sale
	Majestic equalizer, #70318388	Sale
	(1) Craftsman tool box (red)	Sale
	Sharp cassette stereo, #50105835	Sale
89-12221	Roofing hammer	Sale
89-10979	Assorted Duraflame logs	Sale
89-11567	McCullough chain saw, #11-012554	Sale
	Sears car stereo, #10730	Sale
89-11485	Blue vehicle seat	Sale
	Black M/C helmet	Sale
89-8410	Realistic scanner, #7-151187	Sale
89-11960	Realistic scanner, #83024474	Sale
89-8644	Water ski knee board	Sale
	Convex boat mirror	Sale
89-2447	B & D electric drill	Sale
89-607	Norelco electric shaver, 950RX	Sale
89-1007	Broken pocket watch (gold colored)	Sale
	Jensen tape deck, #125667	Sale
89-2241	Gemeinharot flute in black case	Sale
89-2773	HB baseball bat	Sale
89-2490	Griffin M/C helmet	Sale
89-2524	Realistic amplifier, #MPA-50	Sale

	Bogen Microphone amp	Sale
89-2617	Remote control operated car	Sale
	Futaba remote control, #61200947	Sale
89-2793	Realistic brand scanner	Sale
89-3472	2' high Buddha	Sale
89-9903	Double bladed axe	Sale
89-11150	Two skateboards	Sale
89-8166	White/orange planto box	Sale
	Sound Desing stereo with speakers	Sale
89-3539	Cobra scanner	Sale
89-10602	Six amp battery charger, #WS-20	Sale
89-11416	Uniden scanner, #73005029	Sale
89-7906	Garcia fishing pole & reel (402)	Sale
	Blue tape box with misc. tapes	Sale
	Green tackle box	Sale
	Mag-Lite flashlight, black	Sale
	B & D 7 1/4" saw, #7308	Sale
	Heidelberg II car stereo, #62387	Sale
	B & D 7 1/4" utility saw, 1 hp	Sale
	Dunlap polisher-sander/gray	Sale
	Craftsman 7" electric hand saw, #5625	Sale
	Large older type hand drill, #H5B	Sale
	Wen sander, mod. 310	Sale
	Pair of Hi Tech XA-78 woofers	Sale
	(2) Acoustic Lense speakers/ProSeries II	Sale
	Wooden box with misc. tools	Sale
	Blue tri-taper with drill & misc. tools	Sale
	Green metal first aid kit	Sale
	White box with misc. connectors	Sale
	B & D jig saw in box, #7504	Sale

89-10106	Misc. costume jewelry	Sale
89-77	Fisher stereo cassette tape deck, #19476A	Sale
89-754	Quasar engraver, #VE285	Sale
89-2381	Goldstar microwave oven, #70503262	Sale
89-8165	Craftsman tool box, gray	Sale
	Evinrude gas can, red	Sale
	Plaque barometer/thermometer	Sale
	Pair of Cragar wheels	Sale
	Pair of Cragar wheels & tires	Sale
	Crawfish trap	Sale
89-9524	10' sailboat spinnaker pole	Sale
89-8041	Sears lawnmower, #0077E	MC Use
89-5697	Shakespear 5 whip radio antenna	Sale
89-7108	Midland CB radio, #6U2232	Sale
89-6875	4 way lug wrench	Sale
89-5642	Sony Walkman radio, #SRF-19W	Sale
	Sony headset	Sale
89-6845	Science Fair electronic lab	Sale
	Polaroid Sun-600 camera	Sale
89-6226	Montgomer Wards 4hp lawnmower	Sale
89-6478	Dog leash	Sale
	Assorted costume jewelry	Sale
89-6924	Quasar 12" B/W TV, #TM31720196	Sale
89-9019	Wooden ball bat	Sale
89-8381	Fisher VCR, #K714348531	Sale
89-9984	Homelite chain saw, #32261929	Sale
89-7051	Bell M/C helmet/orange	Sale
89-10181	Toro weed trimmer, #5B633646	MC Use
89-208	Sanyo tape deck, #06366258	Sale
	B & D car light/DC plug in	Sale

	Kraco DC plug in vacuum cleaner	Sale
89-3668	Red bubble gum machine	Sale
	Texas Instruments Speak & Read	Sale
	Vivitar Instamatic camera with case	Sale
89-3732	MEI AM-FM cassette player, #70408900	Sale
	Pair of Hi Tech speakers	Sale
	Pair of Northstar speakers	Sale
	Snap-On tool box	Sale
89-500	Auto plug-in auto lamp	Sale
	Sky-Hook basketball	Sale
	Flashlight/Streamlight Jr.	Sale
	Auto reverse, AM-FM stereo, #4M126022	Sale
	Hi-Tech AM-FM stereo deck, #51212308	Sale
89-10495	Mitsubishi 21" color TV, #003298	Sale
89-7557	PRN radio, #121788	Sale
89-3453	Red 20" bolt cutters, Sears	Sale
89-3444	Crow bar, lug wrench	Sale
89-2311	Bag with costume jewelry	Sale
89-3174	Black M/C helmet	Sale
89-4359	Bombat softball bat	Sale
89-3222	Kershaw knife set	Sale
89-4603	125V extension cord	Sale
89-4410	Vivitar camera lens, #22122502	Sale
	Archer video camera, #5A81	Sale
	R.S. SWR tester	Sale
	Realistic CB radio	Sale
	Hy Gain amplifier	Sale
89-4406	JC Penney TV, #70600404	Sale
89-4370	Bell M/C helmet, #56393	Sale
89-4611	Casio man's watch, #787438	Sale

89-4512	Timex ladies watch/Quartz	Sale
89-9168	Misc. jewelry	Sale
89-10047	Assorted earrings, button	Sale
89-10268	Cobra CB radio, #73000101	Sale
88-11588	Bag with assorted coins/jewelry	Sale
	JVC stereo, #12912500	Sale
	Seiko watch, gold chain	Sale
88-11652	Bearcat 210 scanner, #622854	Sale
	Two walkie-talkies	Sale
88-11863	Red Craftsman tool box with tools	Sale
88-12198	Briefcase	Sale
	Sharp calculator	Sale
88-12344	Pair of bolt cutters	Sale
88-313	Samsung 9" color TV, #40119227	Sale
88-1842	Bag with assorted jewelry	Sale
88-3497	Conservarte trumpet, #G71975	Sale
88-4068	Watch, gold colored chain bracelet	Sale
88-4671	Gray camera bag w/Minolta 35m camera XD11	Sale
	Micronta radar detector	Sale
	Fox XK radar detector	Sale
	Pair of Bushnell binoculars (8X20)	Sale
	Continental 110 camera	Sale
	Praktica 35mm camera, #3322	Sale
	Three bags with misc. costume jewelry	Sale
88-5283	Pitney-Bowes meter, #00045/PC6900.	Sale
88-5810	Misc. costume jewelry	Sale
88-5817	(2) vice grips, misc. jewelry, figures (duck, birds, frog)	Sale
88-7200	Kodak Disc 4000 camera	Sale
88-7264	Mitsubishi VCR w/remote, #UR422506459	Sale
88-7772	Audiovox car stereo, #0682630	Sale

88-9565	Microscope w/slides	Sale
88-9884	Sanyo stereo tape deck, #03165185	Sale
88-11415	Bag w/costume jewelry	Sale
88-11588	Elgin pocketwatch, #29386	Sale
	Pearl choker necklace	Sale
	Gold colored ring	Sale
	1968 Olympic coin	Sale
83-25818	Konica 35mm camera	Sale
	Sheriton-AM-FM radio	Sale
	GE AM-FM digital clock	MC Use
	Aiwa radio cassette recorder, #21124345	Sale
	Popular strobe flash/25THC	Sale
	Konica centering lens	Sale
	Konica camera lens, #7213212	Sale
	Minolta macro lens, #50MMF35	Sale
	Roland drumatix/TR606	Sale
	Camera with strobe, #61543B	Sale
	Kodak camera/Handle 2	Sale
	Polaroid camera/Colorpack	Sale
	Kodak movie camera, M24	Sale
	Kodak camera/Pleaser	Sale
	Yashica 35mm camera, #H1381183	Sale
	Minolta 35mm camera, #2229390	Sale
	Bantam amp	Sale
86-12542	Toshiba color TV/13", #58458910	Sale
87-11130	Realistic scanner, #0-054316	Sale
	Two wristwatches/Omega-Pierre Michel	Sale
89-9372	Sony video recorder, #209748	Sale
	MCS AM-FM tuner, #9873499	Sale
	MCS amplifier, #5871722	Sale

	RCA color TV, #825430189	Sale
89-11722	Commodore printer 1200, #XU1033569	Sale
	Commodore disc drive 1541, ser. unk.	Sale
	Commodore disc drive 2031, ser. unk.	Sale
	Commodore keyboard/64, #1424394	Sale
89-6945	Pentax 35mm camera, #7592691	Sale
89-4406	Sony cassette player, jewelry box	Sale
89-4625	Bag of costume jewelry, two penny collection books with coins	Sale
89-10181	Two Motorola handheld radios/HT90/#NTN4266A, two Motorola chargers, one Motorola case (black)	Sale
89-7906	B & D 3/8" shorty drill, #5232	Sale
89-1434	American Eagle 1 ounce silver coin	Sale
89-10396	Tasco binoculars	Sale
89-4908	Kenwood (stereo) amplifier, #70801916	Sale
	Kenwood (stereo) control amp, #70801538	Sale
	Kenwood (stereo) cassette, #71201667	Sale
	Kenwood (stereo) synthesizer, #80-137005	Sale
	Kenwood (stereo) cassette/disk player, #80202236	Sale
	CPI air drill, #N7580	Sale
	Marc air hammer	Sale
90-4626	Uniden Pro 520 CB, Sony auto reverse stereo	Sale
90-8007	Quasar adaptor, #WK70690310	Sale
90-6167	Alpine car stereo, model 7154	Sale
90-2292	Blaupunkt AM-FM cassette, #7647881010	Sale
91-1317	Blaupunkt CD player, #M5X6MAX	Sale
	Two CD cartridges	Sale
91-6181	JVC cassette receiver, #06490188	Sale
	Toshiba cassette receiver, #9044005599	Sale
91-7701	Auto handy camcorder, #253074	Sale

91-11105	One speaker	Sale
92-7667	Tuffbox tool box with tools	Sale
92-3887	Cobra CB radio, #23005638	Sale
92-1059	Realistic CB radio, model TRC-430, #0083118	Sale
92-6762	Sansui cassette player, #74510108	Sale
92-2078	Clarion car stereo, #0044300	Sale
	Portable backgammon game	Sale
	Flashlight	Sale
94-177	Torque wrench (Pro-Power) with case, #6643	Sale
94-1212	Two Midland mini CB radios, #0017264, 0020266	Sale
91-8313	JVC stereo cassette deck, #0999697	Sale
87-3038	Radio Shack phone recorder, #225002	Sale
	Sharp adding machine	Sale
87-9710	Small quantity of dental gold	Sale
87-10416	Eight silver colored chains, 11 Oregon State charm pieces	Sale
95-1101	Five gallon boat gas can, Evinrude outboard motor, JI0001218	Sale
87-12818	Brown tool box with miscellaneous tools, Kraco stereo/cassette deck, #234930, Majestic stereo equalizer, #238668	Sale
87-9996	Ansco 35mm camera, model 1048	Sale
87-9036	Vivitar 35mm camera, #3G417948 Turquoise ring	Sale
87-8674	(2) watches, (4) rings, (1) silver necklace (2) coins	Sale
93-5725	Custom AM-FM cassette deck, #890670610	Sale
87-1504	Realistic scanner/receiver/Pro-2021 Realistic programmable scanner/Pro-30 Seven rifle cases	Sale MC Use
93-5887	Plano tackle box with assorted electronic items	MC Use
94-6851	GTE cell phone, #424DV02400887	Sale
93-1620	Cassette car radio/model 12-1709	Sale

93-4668	Snap-On A181 pry tool, black bag tool kit with tools	Sale
93-5517	Pair of Koflach ski boots,	Sale
	Motorola cell phone with cigarette lighter connection	Sale
	Berkley fishing rod/model #C165'6"	Sale
	Shakespeare rod/6'6", Daiwa reel	Sale
	Olympic reel/Dolphin 606,	Sale
	Willie Nelson cassette tape	Sale
	Hamilton watch	Sale
	Allied tool kit with sockets & wrenches	MC Use

RG/lbs/10716.wp

CONTRACT #800416

MEETING DATE: JUL 27 1995
AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Oregon State Marine Board and the Sheriffs Office

BOARD BRIEFING: *Date Requested:* _____

Amount of Time Needed: _____

REGULAR MEETING: *Date Requested:* July 27, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office *DIVISION:* Enforcement

CONTACT: Larry Aab *TELEPHONE #:* 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Dan Noelle, Sheriff

ACTION REQUESTED:

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

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

Intergovernmental Agreement between Oregon State Marine Board and the Sheriffs Office. Funding from the OSMB for the Sheriffs Office River Patrol to conduct marine law enforcement activities during FY 1995-96. RENEWAL.

CONSENT

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Mel Holgate by Mark R. Tuttle

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222
0516C/63

6/93

1995 JUL 19 PM 3:46
MULTNOMAH COUNTY OREGON
BOARD OF COMMISSIONERS

7-28-95 Originals Sent to Larry Aab

Rev. 5/92

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800416

Amendment # _____

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-10 DATE 7/27/95 Carrie A. Parkerson BOARD CLERK

Department SHERIFF'S OFFICE Division ENFORCEMENT Date JULY 13, 1995

Contract Originator LT. TERRY JONES Phone 288-6788 Bldg/Room _____

Administrative Contact LARRY AAB Phone 251-2489 Bldg/Room 313/231

Description of Contract FUNDING FROM THE OREGON STATE MARINE BOARD FOR THE SHERIFF'S OFFICE RIVER PATROL TO CONDUCT MARINE LAW ENFORCEMENT ACTIVITIES DURING FY 1995-96

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name OREGON STATE MARINE BOARD

Mailing Address 435 COMMERCIAL ST NE
SALEM OR 97310-0650

Phone 378-8587 ATTN: BILL RYDBLOM

Employer ID# or SS# _____

Effective Date JULY 1, 1995

Termination Date JUNE 30, 1996

Original Contract Amount $ 406,826.00

Total Amount of Previous Amendments $ _____

Amount of Amendment $ _____

Total Amount of Agreement $ _____

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☒ Other $ QUARTERLY ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

REQUIRED SIGNATURES:

Encumber: Yes ☐ No ☐

Department Manager /s/ Michael Fuller by Michael Fuller Date _____

Purchasing Director (Class II Contracts Only) _____ Date _____

County Counsel _____ Date 7/18/95

County Chair / Sheriff _____ Date 7/27/95

Contract Administration (Class I, Class II Contracts Only) _____ Date _____

VENDOR CODE	VENDOR NAME	TOTAL AMOUNT	$

LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	~~OBJECT~~/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	025	3316			3224					
02.											
03.											
★	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

MCSO #800416

CONTRACT

BOATING SAFETY AND LAW ENFORCEMENT SERVICES

This contract is by and between the Oregon State Marine Board, hereinafter called the BOARD and Multnomah County Sheriff, hereinafter called the CONTRACTING PARTY under the authority of ORS 830.110 and ORS Chapter 190.

DEFINITIONS

1. "AUTHORIZED EXPENDITURES" shall mean those expenditures authorized by the BOARD as noted in the Marine Law Enforcement Procedures Manual, which by this reference shall be incorporated into and made part of this contract.

2. "BOARD" shall mean the Oregon State Marine Board.

3. "CONTRACTING PARTY" shall mean the County Sheriff. When a contract is entered into or terminated, such action must be approved by the County Court/County Board of Commissioners, as applicable.

4. "POLICY AND PROCEDURES MANUAL (PPM)" manual of reference by which the marine law enforcement program is governed.

SERVICES TO BE PROVIDED

The "CONTRACTING PARTY" will provide the following services in order to promote safe boating practices on Oregon's waterways:

1. Enforce the applicable provisions of Oregon Revised Statutes, Chapter 830 and 704.

2. Enforce the applicable provisions of Oregon Administrative Rules, Chapter 250.

3. Investigate complaints of boating law violations. Actively pursue Boating Under the Influence violations.

4. Investigate boating accidents as specified in the PPM.

5. Provide Law Enforcement examinations of boats.

6. Alert the public to unsafe boating conditions.

7. Search and rescue services as noted in the Marine Safety and Law Enforcement Procedures Manual.

8. Distribute such public information as may be provided by the BOARD.

9. Marine patrol coverage on all waters within their jurisdiction with a particular emphasis on those waters described in the Fiscal Year 1994/95 Marine Safety and Law Enforcement Program proposed budget which is hereby attached to and made a part of this contract.

10. Implement the program improvements as set forth in the current edition of the Marine Law Enforcement Plan as funding allows.

11. Actively participate in youth and adult education programs.

CONTRACTING PERIOD

This agreement shall be effective from the 1st day of July, 1995 and shall run through the 30th day of June, 1996.

BUDGET

The BOARD will, upon receipt of cost/expenditure documentation, pay to the COUNTY an amount not to exceed the "sub-total" shown in the below listed BOARD column. These payments will be for such boating law enforcement services as are contained in this contract and the attached fiscal year proposed budget.

	State Marine Board	Multnomah County County
Personnel Services	$ 379,058.00	$ 323,642.00
Services and Supplies	22,768.00	68,292.00
Capital Outlay	5,000.00	-0-
Sub-Total	$ 406,826.00	$ 391,934.00
Total Program	$ 798,760.00	

PAYMENT SCHEDULE

Payments to the CONTRACTING PARTY shall be made (X) quarterly, ( ) semi-annually, ( ) annually for authorized expenditures actually incurred in accordance with the Marine Law Enforcement Procedures Manual and shall be paid within thirty (30) days of receipt of a signed State Marine Board voucher and supporting documentation denoting such expenditures. This expenditure report must also display those expenses and/or expenditures which will constitute the program match. The final request for payment must be received at the State Marine Board office no later than July 31 immediately following the conclusion of the contract period.

GENERAL PROVISIONS

1. The CONTRACTING PARTY, its officers, agents and employees shall not be deemed to have assumed any liability for the acts of the BOARD, its officers, agents or employees nor shall the BOARD or any of its officers, employees, or agents be liable for any acts of omissions of the CONTRACTING PARTY, its officers, agents, or employees.

2. During the term of this contract, the CONTRACTING PARTY shall provide insurance to cover all loss, damage or injury to equipment purchased under this contract, in an amount no less than the purchase amount provided by the contract. Such insurance shall be provided by the contract. Such insurance shall be provided by an insurer duly authorized to do business in the State of Oregon, but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the CONTRACTING PARTY received prior written direction or authorization from the BOARD to otherwise dispose of the proceeds.

3. This contract is subject to all applicable Federal Assurances specified on pages 6 and 7. If applicable, CONTRACTING PARTY shall provide the BOARD their Annual Comprehensive Financial Report as required in the Single Audit Act of 1984. At the end of the FY the County will be notified of the amount of federal pass-through dollars included in the payments during that fiscal year.

4. Performance by either party to this agreement shall be contingent upon funding being obtained at a sufficient level to allow for purchase of the indicated quantity of services.

5. Payment requests shall cover only services, salaries, supplies and/or purchases utilized, expended or provided in conjunction with the Marine Law Enforcement program.

MARINE BOARD RESPONSIBILITIES

1. The BOARD shall not be called upon to assume any liability for the direct payment of any salaries, wages, insurance or other compensation to the CONTRACTING PARTY personnel performing services for the BOARD, or any liability other than provided for in this contract. Except as otherwise herein specified, the BOARD shall not be liable for compensation or indemnity to any CONTRACTING PARTY employees for any injury or sickness arising out of his/her employment.

2. The BOARD, its officers, agents or employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from the CONTRACTING PARTY.

3. The BOARD shall maintain selected records of marine effort and activity in order to assure adequate performance within the terms, conditions, and specifications of this contract.

4. The BOARD shall insure that upon boat purchase the ownership shall be vested in the CONTRACTING PARTY regardless of funding source, and subject to CONTRACTING PARTY RESPONSIBILITIES (9).

CONTRACTING PARTY RESPONSIBILITIES

1. The CONTRACTING PARTY shall furnish and supply all necessary labor, supervision, equipment, communications, facilities, and supplies necessary to maintain the level of services to be rendered as denoted in the Marine Law Enforcement Procedures Manual and the county's proposed marine patrol budget for this fiscal year.

2. All persons employed in the performance of such services and functions pursuant to this agreement shall be CONTRACTING PARTY employees (full time, part time, reserve, cadet, etc.), and any wages, salaries or reimbursements made to such employees shall be at a rate consistent with a reasonable rate for the work performed as compared to similar rates for similar work within the contracting party's county and similar surrounding counties.

3. Standards of performance, discipline of officers, and other matters incident to the performance of such services and the control of personnel shall remain with the CONTRACTING PARTY.

4. Personnel assigned to the duty of boating law enforcement shall be mentally and physically capable of performing the duties to which they are assigned. They shall have a good knowledge of boating laws and the powers, duties, and limitations of authority of police officers. They shall have a thorough knowledge of the operation of small boats and the rules and regulations pertaining to such operations. ALL marine patrol personnel, other than an assistant, must have completed The Marine Law Enforcement Training Course as approved by the BOARD.

5. Persons engaged in the boating law enforcement program shall actively cooperate with the BOARD.

6. The CONTRACTING PARTY shall not enter into any subcontracts directly for marine law enforcement services without obtaining prior written approval from the BOARD.

7. The CONTRACTING PARTY shall maintain records to assure conformance with the terms, conditions, and specifications of the contract, and to assure adequate performance and accurate expenditures within the contracting period.

8. The CONTRACTING PARTY shall permit the State of Oregon, the Federal Government, or other duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of budgeted funds.

9. The CONTRACTING PARTY agrees to maintain in operational conditions any boat or major equipment purchased, whole or in part, by the BOARD. Preventative maintenance schedules for boats and trailers will be established and be adhered to. Further, that upon replacement of a boat or major equipment, any proceeds derived from the trade-in or re-sale of a boat or major equipment shall remain in the CONTRACTING PARTY'S marine budget for use in the Marine Law Enforcement program, and that, further, should this agreement be terminated, all boats or major equipment purchased, whole or in part, with BOARD provided funds shall be returned to the BOARD for reassignment or any proceeds from property disposition are to be utilized in the Marine Law Enforcement program.

10. The CONTRACTING PARTY agrees that the use of any boat or major equipment purchased by BOARD shall be limited only to activities necessary to carry out the provisions of this contract and such other authorized activities as contained in the effective edition of the Marine Law Enforcement procedure manual.

11. The CONTRACTING PARTY agrees that all persons employed for the purpose of fulfilling provisions of this contract, wear a Coast Guard approved personal flotation device (life jacket) while working in or riding in boats.

TERMINATION CONDITIONS

This contract may be terminated by mutual consent of both parties; by either party on 30 days written notice; or, by either party upon 20 days notice, in writing and delivered by certified mail or in person under any of the following conditions:

a. If funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.

b. If federal, state or county regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.

OMB Approval No 0348-0040

ASSURANCES — NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U. S. C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C. F. R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U. S. C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a - 7), the Copeland Act (40 U.S.C. §§276c and 18 U. S. C. §§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Sheriff
APPLICANT ORGANIZATION Multnomah County Sheriff's Office	DATE SUBMITTED

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTING PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, DOES HEREBY ACKNOWLEDGE THAT THE REPRESENTATIVE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURES

IN WITNESS WHEREOF, this instrument has been executed pursuant to resolutions heretofore duly and legally adopted by each of the parties signatory hereto:

OREGON STATE MARINE BOARD

Wayne Shuyler
Director

7-3-95
Date

Multnomah County

Sheriff

Date

APPROVED: Multnomah County Court/Board of County Commissioners

Reviewed:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By:

Date: 7/12/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-19 DATE 7-27-95
Cari A. Parkerson
BOARD CLERK

3 e 6-29-95

MARINE SAFETY AND LAW ENFORCEMENT PROGRAM BUDGET:

F/Y 95/96 PROPOSED _____ (date) APPROVED (SMB) 6-30-95 (date) for

Multnomah COUNTY PROGRAM LENGTH Year Round (Seasonal/Year-round)

Budget Preparer Lt. Terry Jones/Laura Harryman Phone 288-6788/251-2434

I. FUNDING

Source	Amount	Type
State Marine Board	$ 406,826 ✓	Money ☒
County Match*	$ 391,934 ✓	Money ☒ x In kind ☐
Other (if applicable)	$ _____	Money ☐ In kind ☐
Total Program	$ 798,760 ✓	

*Minimum 20% match of the **Total Program Amount.**

II. OPERATIONS

A. Patrol Vessels:

OR-181-xcx OR-204-xcx OR-95-xcx

OR-183-xcx OR-189-xcx OR-17-xcx OR-260-xc

**to be assigned **to be assigned **to be assigned

B. Primary Patrol Areas (If a river, specify upstream to downstream limits.)

(1) Body of water Columbia River - Bonneville Dam, (mile 146) to Sauvie Island, (mile 96)

Active patrol period from July, '95 (month/year) to June, '96 (month/year)

Total number of weeks 52

Number of patrol units winter-2 / summer 3 to 4

Estimate patrol hours per week winter- 24 / summer- 80

(2) Body of water Willamette River, mouth to Elk Rock, (mile 18.5)

Active patrol period from July, '95 (month/year) to June, '96 (month/year)

Total number of weeks 52

Number of patrol units winter- 1 / summ r- 3

Estimate patrol hours per week winter- 20 / summer- 75

(3) Body of water Multnomah Channel, head to Scappoose (mile 10)

Active patrol period from July, '95 (month/year) to June, '96 (month/year)

Total number of weeks 52

Number of patrol units winter- 1 / summer- 2

Estimate patrol hours per week winter- 8 / summer- 30

(4) Body of water

Active patrol period from _____ (month/year) to _____ (month/year)

Total number of weeks _____

Number of patrol units _____

Estimate patrol hours per week _____

(5) Body of water

Active patrol period from _____ (month/year) to _____ (month/year)

Total number of weeks _____

Number of patrol units _____

Estimate patrol hours per week _____

C. Secondary Patrol Activity (for waterways receiving random patrol, spot checks, etc.) (If river, specify upstream to downstream limits)

(1) Body of water Sandy River, mouth to Oxbow Park

Active patrol period from July to October '95 (month/year) to April to June, '96 (month/year)

Total number of weeks 28

Number of patrol units 1 (+ vehicle)

Estimate patrol hours per week limited patrol, call response and SAR/ Dive Rescue response

(2) Body of water _____

Active patrol period from _____ (month/year) to _____ (month/year)

Total number of weeks _____

Number of patrol units _____

Estimate patrol hours per week _____

(3) Body of water _____

Active patrol period from _____ (month/year) to _____ (month/year)

Total number of weeks _____

Number of patrol units _____

Estimate patrol hours per week _____

(4) Body of water _____

Active patrol period from _____ (month/year) to _____ (month/year)

Total number of weeks _____

Number of patrol units _____

Estimate patrol hours per week _____

III. PERSONNEL

A. Program Manager (and rank) Lt. Terry Jones

Phone 288-6788

B. Number of marine certified deputies to be assigned

Seasonal; P/T 6.3 FTE 3 ;

Names Barnhart, Gates, S, Staton

To be hired, ,

Year Around; P/T ____ FTE 9 ;

Names Jones, Fitz, Jackson

Edwards, Christia, Lively

Gates, J Gustafson Schneider

C. Marine Patrol

			SMB Share	COUNTY Share	TOTAL
1.	3	# of deputies (FTE or seasonal)			
x	40	hours per week each			
x	$ 24.41	per hour (Hourly rate, benefits, Dept. overhead, S/S, Taxes, Health care)			
x	52	weeks = ... $		$ 152,904	$ 152,904 ✓
2.	1	# of deputies (FTE or seasonal)			
x	40	hours per week each			
x	$ 24.93	per hour (Hourly rate, benefits, Dept. overhead, S/S., Taxes, Health care)			
x	52	weeks = ... $		$ 52,045	$ 52,045 ✓
3.	1	# of deputies (FTE or seasonal)			
x	40	hours per week each			
x	$ 34.23	per hour (Hourly rate, benefits, Dept. overhead, S/S., Taxes, Health care)			
x	52	weeks = ... $		$ 71,474	$ 71,474 ✓

C. Marine Patrol

			SMB Share	COUNTY Share	TOTAL
1.	3 seasonal	# of deputies (FTE or seasonal)			
x	40	hours per week each			
x	$ 30.55	per hour (Hourly rate, benefits, Dept. overhead, S/S, Taxes, Health care)			
x	13	weeks = ...	$	$ 47,672	$ 47,672 ✓
2.	1	# of deputies (FTE or seasonal)			
x	40	hours per week each			
x	$ 28.97	per hour (Hourly rate, benefits, Dept. overhead, S/S., Taxes, Health care)			
x	52	weeks = ...	$ 60,482	$	$ 60,482 ✓
3.	1	# of deputies. (FTE or seasonal)			
x	40	hours per week each			
x	$ 30.17	per hour (Hourly rate, benefits, Dept. overhead, S/S., Taxes, Health care)			
x	52	weeks = ...	$ 63,001	$	$ 63,001 ✓
2.	1	# of deputies (FTE or seasonal)			
x	40	hours per week each			
x	$ 34.01	per hour (Hourly rate, benefits, Dept. overhead, S/S., Taxes, Health care)			
x	52	weeks = ...	$ 71,016	$	$ 71,016 ✓
3.	6.3 seasonal	# of deputies (FTE or seasonal)			
x	40	hours per week each			
x	$ 17.84	per hour (Hourly rate, benefits, Dept. overhead, S/S., Taxes, Health care)			
x	13	weeks = ...	$ 58,448	$	$ 58,448 ✓

	SMB Share	COUNTY Share	TOTAL
4. _____ # of deputies (FTE or seasonal)			
x _____ hours per week each			
x $_____ per hour (Hourly rate, benefits, Dept. overhead, S/S, Taxes, Health care)			
x _____ weeks = ...	$ _____	$	$
5. Overtime.	$ _____	$	$
D. ~~Clerical~~ Administration			
1. 1 # of persons			
x 40 hours per week each			
x $ 39.24 per hour (Hourly rate, benefits, Dept. overhead, S/S, Taxes, Health care)			
x 52 weeks = ...	$ 81,940	$	$ 81,940 ✓
Office space rent.	$ _____	$	$
Telephone.	$ _____	$	$
E. Other ~~duties (specify)~~ personnel costs			
Overtime	42,661		42,661 ✓
Premium Pay	1,510		1,510 ✓
Insurance reduction		(453)	(453) ✓
BUII enforcement % (In addition to III C. Marine Patrol)			
1. _____ # of deputies (FTE or seasonal)			
x _____ hours per week each			
x $_____ per hour (Hourly rate, benefits, Dept. overhead, S/S, Taxes, Health care)			
x _____ weeks = ...	$ _____	$	$
F. Total Personnel service costs. . . .	$ 379,058 ✓	$ 323,642 ✓	$ 702,700 ✓

IV. SERVICES AND SUPPLIES

	SMB Share	COUNTY Share	TOTAL
A. Fuel 13,000 gallons x $ 1.05 /gal. . . . (Fleet svcs, boats, vehicles)	$	$ 13,650	$ 13,650
B. Other expendable supplies . . . . . (oil, grease, etc.)	$	$ 13,850	$ 13,850
C. Training. . . . . (Marine Basic, UL/Acc.Inv., NBSIC, etc.)	$	$	$
D. Insurance	$	$	$
E. Maintenance	$ 1,027	$ 11,000	$ 12,027 ✓
F. Other phones, building management . . (Storage, office, phone, uniforms, etc.)	$	$ 29,792	$ 29,792 ✓
G. ~~Dispatch/ services/~~ Indirect costs	$ 21,741	$	$ 21,741
H. Total services and supplies costs . .	$ 22,768 ✓	$ 68,292 ✓	$ 91,060 ✓

I. Other marine equipment (expendables/consumable)

Item	Quantity	Unit cost			
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$

J. Total Service and Supply costs. . . . (Total IV. H & I)	$ 22,768 ✓	$ 68,292 ✓	$ 91,060 ✓

V. CAPITAL OUTLAY/PLANNED REPLACEMENTS

Item	Quantity	Unit Cost	SMB Share	County Share	TOTAL
Replacement fund for engines, etc.	unknown		$ 5,000	$	$ 5,000
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$

VI. ESTIMATE OF TOTAL PROGRAMS COSTS

(Total group III, IV, V) $ 798,760

VII. FUNDING RECAP

	SMB Share	County Share Cash	County Share In-Kind	TOTAL
Personnel Services	$ 379,058	$ 323,642	$	$ 702,700
Services and Supplies	$ 22,768	$ 68,292	$	$ 91,060
Capital Outlay	$ 5,000	$	$	$ 5,000
Sub-Total	$ 406,826	$ 391,934	$	$ 798,760

Total Program Estimate $ 798,760

VIII. ADDITIONAL COMMENTS:

Submitted: _____ Date: _____

Sheriff

(REV 3/95)

Regular Meeting
7-27-95
Handout #1
R-1

DATE: 7/27/95

TO: Bev Stein & Sharron Kelley, Multnomah County Commissioners

FROM: Richard L. Koenig, Two parent family advocate

Dear Commissioners:

During the past several months we have looked at problems associated with the Multnomah County Family Services Department. There has been no contention over the nature of the problems brought to this forum. Are we all on the same track?

Now we must begin to look at solutions. How to disclose potential conflict of interest to divorcing couple clients: It is natural for people to need to know and have a basis for trust in individuals who provide them with professional, and in the instant case, highly personal services. The ethical standard requiring mediators to disclose potential conflicts of interest is an out growth of this need and is not at all unique to the field of mediation. Therefore many professional service providers routinely provide their prospective clients with a resume' of their credentials, affiliations, and experience.

It is entirely possible for the Multnomah County Family Services to do something similar. The initial mailer to couples who have just filed for divorce should include the proud statement that the Family Services Dept. is a founding member of the Family Violence Intervention Steering Committee of Multnomah County. At mimimum, the membership requirements, mission statement, and philosophy, as it currently appears in "From Harassment to Homicide", should be included in the information packet. It should be disclosed that the chair of the committee which produced "From Harrasment to Homicide" is one of the Family Services Dept. staff mediators. It should be made perfectly clear why the authors of "From Harassment to Homiocide" decided to use the term "man" interchangably with the term "abuser", and the term "victim" interchangably with the term "woman".

When this information is made available, in context, the receivers will be in a position to determine for themselves whether they will feel comfortable engaging the services of Hugh McIsaac's staff of mediators. But if a parent engages with these same people and does not find out until arrival at a session that the so called mediator believes that men are the abusers, a sense of betrayal may subvert the whole intent of the mandatory mediation law. Indeed, to look at the rate of agreements, apparently most folks prefer to litigate.

Richard L. Koenig
P.O. Box 15045
Portland, OR 97215

MEETING DATE: JUL 2 7 1995
AGENDA N0: R-2
(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: In the Matter of Encouraging the Residents of Multnomah County to Support the Activities of 4-H and to Attend the 4-H Livestock, Rabbit and Poultry Auction at the Multnomah County Fair

BOARD BRIEFING Date Requested: _____ Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 27, 1995
Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: Commissioner Kelley

CONTACT: Terry Palmer TELEPHONE #: 725-2000
BLDG/ROOM #: 211 SE 80th

PERSON(S) MAKING PRESENTATION: Terry Palmer, OSU Extension, 4-H

ACTION REQUESTED

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

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

See Whereas Clauses.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sharron Kelley
OR
DEPARTMENT MANAGER: _____

BOARD OF COUNTY COMMISSIONERS
1995 JUL 19 PM 2:40
MULTNOMAH COUNTY
OREGON

Original Proclamation 95-169 to Sharron Kelley's Office on 7-27-95.

BEFORE THE BOARD OF COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Encouraging the Residents of Multnomah County to Support the Activities of 4-H and to Attend the 4-H Livestock, Rabbit, and Poultry Auction at the Multnomah County Fair	)	PROCLAMATION 95-169

WHEREAS, 4-H teaches children skills which foster independence and build self-esteem; and

WHEREAS, 4-H helps children and parents become aware of how they can contribute to the quality of life in their community; and

WHEREAS, members of 4-H learn through hands-on projects in the areas of animal care, horticulture, engineering, expressive arts, natural resources, home economics, citizenship, and community involvement; and

WHEREAS, the projects of 4-H members are partially supported by auction revenue from the Multnomah County Fair; and

WHEREAS, the 4-H Livestock, Rabbit and Poultry Auction will be held at the Multnomah County Fair on Friday, July 28, at 7:30 p.m. at the Portland Exposition Center; and

WHEREAS, about one hundred 4-H kids plan to auction off their pigs, sheep, cattle, goats and chickens to support the Multnomah County 4-H program.

NOW, THEREFORE, IT IS PROCLAIMED that the Board of Commissioners of Multnomah County hereby expresses its support for the activities of 4-H, encourages County residents to support 4-H, and invites County residents to attend the 4-H Auction at the 1995 Multnomah County Fair on Friday, July 28, at 7:30 p.m.

APPROVED this 27th day of July, 1995.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

Commissioner Dan Saltzman

Commissioner Gary Hansen

Commissioner Tanya Collier

Commissioner Sharron Kelley

Meeting Date: July 20, 1995

Agenda No.: R-4

(Above Space for Board Clerk's Use *ONLY*) JUL 27 1995

R-3

AGENDA PLACEMENT FORM

SUBJECT: An Ordinance Amending Ordinance Nos. 720 and 772 to Make Changes in the Bylaws of the Metropolitan Human Rights Commission

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: Thursday, July 20, 1995
Amount of Time Needed: 10 Minutes

DEPARTMENT: Metropolitan Human Rights Commission DIVISION:

CONTACT: Helen Cheek TELEPHONE: 823-5136 823-5202
BLDG/ROOM: 106/516

PERSON(S) MAKING PRESENTATION: Helen Cheek

ACTION REQUESTED:

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

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

Action: Change in the bylaws of the Metropolitan Human Rights Commission.

Members of the Metropolitan Human Rights Commission decided at the annual retreat that the Commission could function more effectively and efficiently without standing committees, but rather with Task Forces which would respond to current community concerns. The proposed amendments also change the titles of certain MHRC officers, specify when new commissioners are appointed, reduce the membership on the Executive Committee, modify responsibilities of the Executive Committee, and make other minor changes to the bylaws.

There are no financial or budgetary impacts.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

MANAGER: _____

BOARD OF COUNTY COMMISSIONERS
1995 JUL 17 AM 8:27
MULTNOMAH COUNTY
OREGON

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.
forms\apf.doc

F:\DATA\CHAIR\WPDATA\FORMS\AGENDA.BCC 6/29/95

7-28-95 Copy of Ordinance No. 824 Sent to Helen Cheek
8-1-95 Copy of Ordinance No. 824 Sent to Ordin. Sub. List

METROPOLITAN HUMAN RIGHTS COMMISSION
1120 SW Fifth Avenue, Rm. 516
Portland, Oregon 97204-1989

July 7, 1995

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Helen Cheek, H.C. Director of Metropolitan Human Rights Commission

TODAY'S DATE: July 7, 1995

REQUESTED PLACEMENT DATE: July 13, 1995

RE: Ordinance to change Metropolitan Human Rights Commission (MHRC) by-laws

I. Recommendation/Action Requested:

Approval of changes to MHRC bylaws.

II. Background/Analysis

When MHRC was formed in July of 1992, the bylaws provided for three standing Issue Committees: Hate Crimes, Diversity and Civil Rights. As the Commission proceeded with its work developing programs and responses to community needs, more committees were formed to address the situations. For example, a Gay/Lesbian committee was convened to provide education on Civil Rights Issues, an Education committee which worked with the school districts on educating parents as to their rights and responsibilities. The Commission decided at its annual retreat that the work could be carried on more effectively without standing committees, but rather with Task Forces which would respond to current community concerns.

III. Financial Impact:

N/A

IV. Revised bylaws have been reviewed and approved Laurence Kressel, County Counsel.

V. None

VI. N/A

c:\wp51\helen\bymemo.2
July 7, 1995

VII. The changes were discussed extensively at the annual retreat and approved at an MHRC meeting.

VII. The bylaw changes were approved by Commissioner Gretchen Kafoury and City Attorney Madelyn Wessel. The changes will be presented to Portland City Council in July.

METROPOLITAN HUMAN RIGHTS COMMISSION
1120 SW Fifth Avenue, Rm. 516
Portland, Oregon 97204-1989

ORDINANCE FACT SHEET

Ordinance Title: Metropolitan Human Rights Commission (MHRC) bylaw change.

This ordinance will change MHRC bylaws by eliminating standing Issue Committees and allowing for Task Forces to be created as issues arise. Other changes are eliminating office of Secretary in favor of a second-vice president; setting requirements for membership on Task Forces to reflect the diversity of the community and the interests of groups affected by the issue addressed by the Task Force and include age, gender and geographic balance.

This will allow the Commission more flexibility in addressing current issues.

There will be no fiscal impact.

SIGNATURES

Person Filling Out Form Helen Check, Director of MHRC

Department Manager/Elected Official _____

c:\wp51\helen\bymemo
July 7, 1995

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 824

An ordinance amending Ordinance Nos. 720 and 771 to make changes in the Bylaws of the Metropolitan Human Rights Commission.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section 1. Purpose

(A) Ordinance No. 720, passed by the Multnomah Board of County Commissioners on April 30, 1992, created the Metropolitan Human Rights Commission (MHRC) through an intergovernmental agreement between Multnomah County and the City of Portland.

(B) The MHRC Bylaws, adopted as part of the ordinance, established the operational procedures and administrative structure for the organization.

(C) Ordinance No. 771 passed by the Multnomah Board of County Commissioners on July 8, 1993, amended the MHRC Bylaws to change the quorum requirement, the frequency of meetings and to require a simple majority of Executive Committee members as a quorum for conduct of Executive Committee business.

(D) MHRC has found that additional amendments of its Bylaws are necessary. The proposed amendments change the titles of certain MHRC officers, specify when new commissioners are appointed, reduce membership on the Executive Committee from eight to five persons, modify certain aspects of Executive Committee authority, and make other minor changes to the Bylaws.

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

(E) Attachment A sets forth the MHRC Bylaws in their entirety, showing the amendments now proposed by MHRC.

Section 2. Adoption of Bylaw Amendments

The MHRC Bylaw amendments as shown on Attachment A to this ordinance, are adopted.

ADOPTED this 27th day of July, 1995, being the date of its Second reading before the Board of County Commissioners of Multnomah County, Oregon.

(SEAL)

Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

By
Laurence Kressel, County Counsel
For Multnomah County, Oregon

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07/13/95:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

ARTICLE I
METROPOLITAN HUMAN RIGHTS COMMISSION ("MHRC", "COMMISSION")

SECTION 1. MISSION & PURPOSE

The Metropolitan Human Rights Commission believes in the dignity and worth of all human beings. MHRC's mission is to foster mutual understanding and respect, and to protect the human rights of all persons in the City of Portland and Multnomah County regardless of socio-economic status, religion, ethnicity, race, national origin, disability, age, gender, and sexual orientation.

The Metropolitan Human Rights Commission is organized to help citizens and government in the City of Portland and Multnomah County to achieve the goal of embracing and celebrating diversity, eliminating bigotry, and enhancing a sense of community.

SECTION 2. MEMBERSHIP, APPOINTMENT, TERM OF OFFICE, VACANCIES

A. Membership. The Metropolitan Human Rights Commission of 15 members shall be constituted of three (3) Officers: Chairperson ("Chair"), ~~Vice-Chairperson ("Vice-Chair"),~~ Program Vice Chairperson and Administration Vice-Chairperson ~~Secretary;~~ and twelve (12) Commissioners.

(1) Nine (9) members shall be appointed by the Mayor of the City of Portland and six (6) members shall be appointed by the Chair of the Multnomah County Commission. The Chairperson of the Commission shall be appointed jointly by the Mayor and the County Chairperson.

(a) Elected public officials and employees of the City of Portland ("the City") and Multnomah County ("the County") may not serve on the Commission.

(b) No Commission member may receive funds directly, or be an employee of an agency that receives funds, from the Commission.

(c) The Portland City Council and Multnomah County Commissioners shall ratify through ordinance the respective appointments of the Mayor and County Chairperson.

(2) Members shall serve at the pleasure of the appointing authority. Members shall be expected to conduct themselves throughout their term of office in a manner consistent with the goals and purposes of the Commission and shall perform the duties and responsibilities as set forth in these Bylaws.

(3) The Mayor and County Chairperson may appoint such ex officio members as they deem advantageous to accomplishing the mission of the Commission, said ex officio members to be without vote on the Commission.

B. Terms of office for all members shall be for three (3) years except for initial appointments to the Commission. Members may serve no more than two consecutive three-year terms. Terms of Office shall be staggered to provide continuity of membership on the Commission. Initial appointments and terms of office shall be specified in "Appendix 1" attached hereto. Appointments of commissioners shall occur in the fall, no later than Nov. 1 coincident with the Annual Meeting.

C. Vacancy in office

(1) A vacancy on the Commission shall exist:

(a) upon expiration of a completed term of office;
(b) upon formal written resignation of a Commission member;
(c) upon removal of a member from office;
(d) because of violation of the prohibition in Section 2, A (1)(b) regarding receipt of funds;
(e) when a member files as a candidate for any public office or accepts compensated employment within the City or County government.

(f) if the vacancy is the result of a completed term of office, the appointing authority shall name an individual to serve for a full term of office. In the case of resignation or removal from office the appointment shall be for the remaining unexpired term. If the time remaining in the term of office created by the vacancy is five (5) months or less, the appointment to fill the vacancy may be for the remaining unexpired term plus three years.

(2) A Commissioner may be presumed to have vacated his or her position as Commissioner and the appointing authority may fill the vacancy for one or more of the following reasons:

(a) A Commission member has missed three (3) consecutive regularly scheduled meetings of the full Commission; however, the Chair may excuse the absence of a member for good cause.

(b) A Commission member has misused or misappropriated funds of the Commission.

(c) A Commission member has failed to perform the duties of office as specified in these Bylaws.

(3) The Commission may recommend to the Mayor and County Chair the names of prospective Commission members from among the membership of the Issue Committees and the community. The Chair and Executive Director (see Article III, infra.) shall from time to time advise the Mayor and County Chair with respect to the needs for talent, expertise, and diversity on the Commission.

SECTION 3. OFFICERS

A. General. The officers of the Commission shall consist of a chairperson, a Program Vice-Chairperson and an ~~secretary~~ Administration Vice-Chairperson. All officers shall serve one year terms effective immediately following the Annual Meeting. The chairperson may be reappointed to one consecutive term. The Program Vice-Chairperson and administration Vice-Chairperson ~~secretary~~ shall be elected by the Commission from among its members at the Annual Meeting of the Commission. All officers

shall serve until their successors are elected or, in the case of the chairperson, appointed. In addition to the duties set forth below, each officer shall also perform such other duties as may be prescribed by the Commission.

B. Chairperson. The Chairperson shall preside at all meetings of the Commission and the Executive Committee, shall be ex officio member of all committees, and shall perform such other duties as are usually incident to such office.

(1) The Chairperson shall assist the Mayor and County Chair in the selection and annual performance evaluation of an Executive Director for the Commission.

(2) The Chairperson shall maintain regular communication with the Mayor and County Chair and shall be the principal spokesperson for the MHRC.

C. Program Vice-Chairperson. The Program Vice-Chairperson, in the absence of the Chairperson, shall perform the duties of the Chairperson. The Program Vice-Chairperson shall have general oversight responsibilities for the ~~Issue Committees~~ Task Forces created under Article II, Section 2 of these bylaws.

~~(1) The Vice-Chair shall annually appoint, and the Commission shall confirm, the chairpersons of the Issue Committees.~~

D. ~~Secretary. The Secretary shall keep and authenticate the records of the Commission, shall keep minutes on actions taken at any regular, special, or emergency meeting of the Commission, and shall assist the Chair person in conducting meetings of the Commission as described in Section 5 herein.~~

Administration Vice Chairperson. The Administration Vice Chairperson is responsible, with staff assistance, for planning the annual retreat and assisting the Chairperson with assigned duties.

SECTION 4. RESPONSIBILITIES OF THE COMMISSION

The Metropolitan Human Rights Commission shall:

A. Develop and implement policies and positions of the MHRC consistent with its mission and purpose;

B. Establish and maintain dialogue with the broad range of community and cultural groups operating in the City and the County;

C. Conduct public meetings, hearings, and special events as required to determine the issues, problems, and needs facing Portland and Multnomah County residents in the areas of human rights and cultural diversity;

D. Based upon a foundation of public dialogue, establish annual goals for the Commission and approve and direct the annual work plans and activities of the ~~Issues Committees~~ Task Forces;

E. Issue and present to the Portland City Council, Multnomah County Commission and the citizens an Annual Report and a six-month progress report of the activities and accomplishments of the Commission;

F. Approve the Commission's annual budget and work program and submit both to the Portland City Council and Multnomah County Commission by January 31 of each year;

G. Recommend to the City and the County programs, policies and actions which would further the goals of human rights, diversity and cultural harmony in the community;

H. The Commission may delegate any non policy-making authority to Commission committees and staff as required to accomplish the mission and goals of the **MHRC**.

SECTION 5. MEETINGS OF THE COMMISSION

A. The Commission shall meet monthly, which includes an Annual Meeting in the Fall. Special meetings may be held as necessary.

(1) Nine (9) members shall constitute a quorum; a simple majority of those members present shall constitute a voting majority for purposes of conducting business at any meetings of the Commission.

(2) Special meetings of the Commission may be called by agreement of the Executive Committee; provided, however, that a regular Commission meeting is not scheduled within 30 days of the requested special meeting date.

(3) Emergency meetings of the Commission may be called under procedures authorized in a special Crisis Response Plan approved annually by the Commission.

(4) The fiscal year of the Commission shall be July 1 to June 30.

B. The Commission shall conduct business according to Roberts Rules of Order, Rev. unless otherwise expressly noted in the bylaws and shall conduct meetings and maintain records in compliance with Oregon laws governing public meetings and public records.

SECTION 6. EXPENDITURE OF FUNDS

Neither the Commission nor its individual members shall have authority to expend or encumber funds budgeted to the Commission. All disbursements of funds shall be made by the Executive Director with the oversight of the Mayor or the Mayor's designee and according to established budget and accounting policies and practices of the fiscal agent, which shall be the City of Portland. However, the Commission or its Executive Committee may request of the Executive Director that funds be expended or encumbered to accomplish the work program of the Commission as approved in the annual budget.

ARTICLE II. COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE

A. The purpose of the Executive Committee shall be to conduct the business of the **MHRC** between regularly scheduled meetings of the full Commission, as expressly authorized by the Commission.

B. Members of the Executive Committee shall be ~~eight (8)~~ five (5): the **MHRC** Chair, Program Vice-Chair, and Secretary, Administration Vice-Chair, ~~the chairs of the three Issue committees~~, plus two (2) **MHRC** Commissioners-at-large. The Commission shall at its Annual Meeting elect from among its members the two Commissioners to serve on the Executive Committee.

C. Responsibilities:
The Executive Committee shall:
(1) Meet as needed. Meetings may be called by the Chair or

any three members of the Committee;

(2) Monitor the work program and timetable of the ~~Issues Committees~~ Task Forces;

(3) Receive, approve, and monitor an annual plan for staffing **MHRC** committees and activities and assisting the Commission in accomplishing its mission, goals and activities;

~~(4) Prepare the agendas for the full Commission meetings;~~

~~(5)~~(4)As authorized by the full Commission, make decisions or act on behalf of the Commission;

~~(6)~~(5)Administer a "crisis response plan" approved by the Commission;

~~(7)~~(6)Review new issues, information or community requests and forward to the Commission for action.

D. Operations and Limitations:

(1) Authorization to act on behalf of the Commission must be obtained through a motion duly seconded and passed by a majority of the full Commission at a regularly scheduled or special Commission meeting, or through the approved crisis response plan.

(2) A simple majority of current sitting members shall constitute a quorum. A majority of those present must agree before any action is taken.

(3) Minutes of Executive Committee meeting shall be kept and reported in writing to the full Commission within ten (10) days of each Executive Committee meeting.

(4) A regular monthly meeting time and place shall be set by the **MHRC** Chairperson; changes from this schedule may be made with 7 days written advance notice.

(5) The Executive Committee may not take positions, other than through the crisis response plan, or issue statements or reports except as authorized by the Commission, nor may it change any policy or directive of the Commission.

SECTION 2. ~~ISSUE COMMITTEES~~ TASK FORCES

A. ~~Established. Three issue-oriented standing committees are created in the following areas:~~

~~(1) Hate Crimes Monitoring and Response~~

~~(2) Future Focus Diversity Action Plan Implementation~~

~~(3) Civil Rights, Affirmative Action, and Disability Project Monitoring and Response~~

Task Forces are created as needed.

B. Responsibilities of ~~Issue Committees~~ Task Forces shall be:

(1) To assist the Commission to seek out community views and encourage community dialogue to identify the issues, problems and needs in their respective issue area;

(2) To develop and submit to the full Commission ~~an annual~~ a work plan to accomplish goals and conduct activities that respond to identified needs;

(3) To assist the Commission in bringing groups and individuals together to build coalitions and facilitate collaborations on human rights issues;

(4) To assist the Commission to develop leadership in the community in the areas of cultural understanding and human rights advocacy;

(5) To produce and submit to the Commission ~~an annual report and semi-annual progress~~ a report of their activities.

C. ~~Members of Issues Committees shall be appointed by the Commission. Membership should reflect the diversity of the community and the interests of groups affected by the issues, and include age, gender, and geographic balance. The Commission shall determine the appropriate size and term of office of each Issue Committee, and shall approve any sub-committees established within the Issue Committees. Committee members shall include the following:~~

~~(1) A Chair, who shall be a Metropolitan Human Rights Commission member but not an officer;~~

~~(2) At least one (1) other Commission member but not an officer;~~

~~(3) Neighborhood, ethnic, religious, community, and business groups;~~

~~(4) Other human rights and human relations organizations in the community;~~

~~(5) Interested citizens from the community at large.~~

~~(6) The Commission may appoint such ex officio members as they deem advantageous to accomplishing the work program of the committees, said ex officio members to be without vote on the committees.~~

~~D. Procedures. Issue Committees shall establish regular meetings and operating guidelines and procedures as appropriate to accomplishing their work program.~~

Members of the Task Forces need to support the mission

statement of the Commission. Membership of each Task Force should reflect the diversity of the community and the interests of groups affected by the issue addressed by that Task Force; and include age, gender, and geographic balance. Task Force members shall include at least one commissioner as liaison to the Commission.

ARTICLE III. STAFF

SECTION 1. EXECUTIVE DIRECTOR

A. Employment. An Executive Director of the Commission shall be hired as an employee of the City of Portland.

(1) The Mayor, in consultation with the Chair of Multnomah County Commission and Chairperson of the MHRC, shall determine the qualifications, develop the job description, and appoint an Executive Director for the Commission in accordance with City of Portland personnel policies and procedures.

(2) Authority to discipline or terminate employment of the Executive Director rests with the Mayor.

B. Performance and Evaluation The Mayor, County Chair and **MHRC** Chair shall annually evaluate the performance of the Executive Director.

(1) The performance of the director shall be evaluated based on execution of a staffing plan submitted by the Director and approved by the Executive Committee.

(2) **MHRC** members who object to the performance of the Executive Director shall address their concerns to the **MHRC** Chair, who shall promptly make those objections known to the Director. Such objections may be raised by the **MHRC** Chair during the performance evaluation, or at any time with the Mayor if, in the judgement of the Chair, a substantial problem exists in the Director's performance of his or her duties and responsibilities.

C. Duties and Responsibilities.

(1) The Director shall be the chief executive officer of the Commission and shall have supervisory authority over the staff and offices assigned to the Commission by the budgeting authorities. The Director shall execute the programs and policies of the Commission according to a staffing plan submitted in writing annually to and approved

by the Executive Committee.

(2) The duties and responsibilities of the Executive Director shall be specified in the job description for the position and shall be reviewed and revised as deemed necessary by the Mayor in consultation with **MHRC** Chair and the Chairperson of the Multnomah County Commission.

SECTION 2. OTHER STAFF

A. The Commission shall have other clerical and professional staff as authorized in the budget approved by the City and County. Staff shall be employees of the City of Portland. Neither the Commission nor its individual members shall direct the activities of the staff; however, staff shall perform their duties in accordance with a staffing plan developed by the Executive Director and approved by the Executive Committee.

B. The Executive Director shall prepare job descriptions and establish personnel policies and grievance procedures in accordance with accepted practices of the City of Portland Bureau of Personnel Services.

ARTICLE IV. BYLAW AMENDMENTS

A. The Bylaws may be amended by affirmative vote of the Portland City Council and Multnomah County Commission. Such amendments shall be by non-emergency ordinance or resolution.

(1) The Commission may recommend Bylaw amendments to the City Council and County where such amendments have been discussed at the Annual Meeting or at any regularly scheduled meeting of the Commission and affirmatively acted upon by a majority of the Commission.

Adopted:

City of Portland
Ordinance/Resolution #_____, (_____)

Multnomah County
Ordinance Resolution #_____,
(_____)

Meeting Date: JUL 27 1995

Agenda No: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Reporting of a Hearings Officers decision in the matter of CU 3-95.

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: July ~~25~~ 27, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: DES DIVISION: Planning

CONTACT: Susan Muir TELEPHONE: 248-3043
BLDG /ROOM:412/Plan

PERSON(S) MAKING PRESENTATION: Susan Muir

ACTION REQUESTED

[ ] Informational Only [ ] Policy Direction [ ] Approval [X] Other

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

Reporting of Multnomah County Hearings Officer decision in the matter of CU 3-95. A request by Harold and Beverly Westlund for a conditional use permit for a two bedroom Bed and Breakfast in an existing dwelling on Sauvie Island located at 22502 NW Gillihan Road in unincorporated Multnomah County, Oregon.

Hearings Officer approved with conditions the request for conditional use permit for 2 bedroom bed and breakfast in a MUA zoning district.

BOARD OF COUNTY COMMISSIONERS
1995 JUL 14 PM 3:37
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

Elected Official: _____

OR

Department Manager: [signature] 7-12-95

7-28-95 Copy of Ordinance to BCC

MULTNOMAH COUNTY

BOARD HEARING OF July 25, 1995

TIME 1:30pm

CASE NAME River's Edge Bed & Breakfast NUMBER CU 3-95

1. Applicant Name/Address

   Harold and Beverly Westlund
   22502 NW Gillihan Road
   Portland 97231

ACTION REQUESTED OF BOARD

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

2. Action Requested by Applicant

   Approval of a Conditional Use Permit to allow a two-bedroom, one bath bed and breakfast to be operated out of an existing single family dwelling for a maximum of 2-4 guests at a time.

3. Planning Staff Recommendation

   Approval with conditions

4. Hearings Officer Decision:

   Approval with conditions

ISSUES

(who raised them?)

a. This project began as a zoning violation after the Planning Division received a request from a neighbor for inspection. The applicants were cited by the Planning Division with a "Notice of Code Violation". The applicant then contacted the Planning Division and began the process to correct the violation.

b. One neighbor, Sandra Lerch of 22505 NW Gillihan Road, submitted written testimony in opposition to the request stating the reasons for her objection were: 1) that the subject property is the smallest in the vicinity, 2) that bringing strangers into the neighborhood may jeopardize the safety of the neighbors, and 3) that the area is residential and a farming community and is not adequate for a bed and breakfast atmosphere. Ms. Lerch was not present at the public hearing but has been in contact with the Planning Division and was made aware of the Hearings Officer's tentative approval.

Do any of these issues have policy implications? Explain.

The Hearings Officer reviewed the written opposition and made the determination that under the Conditional Use criteria, the proposal must be compatible with the "character of the area" and then clarified for the record the "area" used in that determination by listing the tax lots in the decision. The Hearings Officer also placed an additional condition on the applicant that they educate their guests on the farming and residential lifestyles of the area to help minimize conflicts.

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING
AND DEVELOPMENT
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214
(503) 248-3043

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

Multnomah County Hearings Officer Decision

Attached please find a copy of the Hearings Officer's decision in the matter of CU 3-95. A copy of the Hearings Officer's decision is being mailed to those persons entitled to be mailed notice under MCC 11.15.8220(C) and to other persons who have requested the same.

The Hearings Officer Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing or by those who submit written testimony into the record. An appeal must be filed with the County Planning Division within ten days after the Hearings Officer decision is submitted to the Clerk of the Board. An appeal requires a completed "Notice of Review" form and a fee of $300.00 plus a $3.50 per minute charge not to exceed $500.00 for a transcript of the initial hearings(s) [ref MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)]. Instructions and forms are available at the County Planning and Development Office located at 2115 SE Morrison Street, Portland, Oregon.

Failure to raise an issue by the close of the record at or following the final hearing (in person or by letter) precludes appeal to the Land Use Board of Appeals (LUBA) on that issue. Failure to provide specificity on an issue sufficient for the Board to respond precludes appeal to LUBA on that issue.

To appeal the Hearings Officer decision, a "Notice of Review" form and fee must be submitted to the County Planning Director. For further information call the Multnomah County Planning and Development Division at (503) 248-3043.

Signed by the Hearings Officer	June 30, 1995
Decision mailed to Parties	July 10, 1995
Decision submitted to Board Clerk	July 10, 1995
Last day to appeal decision	4:30 pm, July 20, 1995
Reported to the board of County Commissioners:	1:30 pm, July 25, 1995

BEFORE THE HEARINGS OFFICER
FOR MULTNOMAH COUNTY, OREGON

Regarding a request by Harold and Beverly Westlund for a conditional use permit for a two bedroom Bed and Breakfast in an existing dwelling on Sauvie Island located at 22502 NW Gillihan Road in unincorporated Multnomah County, Oregon.	)))))	FINAL ORDER CU 3-95

I. HEARING AND RECORD

A public hearing concerning this application was held on June 21, 1995. Beverly Westlund, an owner and applicant, testified. No other public testimony was received. The following exhibits were received into the record by the Hearings Officer:

1. Police Service Review
2. Fire District Review
3. School District Review
4. Certification of On-Site Sewage Disposal
5. Certification of Water Service
6. Staff Report
7. Aerial Photo Map (blueline)
8. Survey of Residences in Area

II. FINDINGS

The Hearings Officer adopts and incorporates by reference the findings and conclusions contained in the Staff Report submitted to the Hearings Officer dated June 21, 1995, except to the extent expressly supplemented or modified as follows:

A. The Staff Report on page 7 concerning conditional uses allowed in the MUA-20 district (MCC 11.15.2132(C)(2)(c)), is amended to add the following:

> "A bed and breakfast is a similar use to the conditional uses in this section. In particular, a bed and breakfast is similar to a motel and a guest ranch."

B. The Staff Report on page 7 concerning consistency with the character of the area (MCC .7129(A)(1)) is amended to add the following:

RECEIVED
JUN 30 1995
Multnomah County
Zoning Division

"The "area" involved in this application contains properties located to the north: Tax lots 25, 24, 22, 21 and 20; to the south: Tax lots 23, 13, and 9; and to the northwest and southwest across NW Gillihan Road: Tax lots 17, 27, 26, 28, 18, 29, 30 and 22. This area contains a mix of single family residential and small scale agricultural land uses. A small scale bed and breakfast is consistent with the character of the uses in this area provided that the bed and breakfast does not generate significant volumes of traffic that would be disruptive of nearby residential and agricultural uses.

C. The Staff Report on page 8 concerning conflicts with farm or forest uses in the area (MCC .7129(A)(3)) is amended to add the following:

The Hearings Officer is concerned that the potential guests of the bed and breakfast should be notified in advance of the character and uses of the area. It is important for guests to know that there are farm vehicles on the nearby roadways which could be a potential hazard for passenger vehicles. Guests need to employ a "tread lightly" approach to their activities because their activities may have an impact on agricultural-related uses on Sauvie Island. Similarly, unless guests are aware of the need to drive with caution, farm vehicles may pose a hazard to passenger vehicles as they go to and from the bed and breakfast. Therefore, a new condition regarding guest notification has been added as Condition 5.

Based upon the above mentioned findings, the Staff Report and the testimony received at the hearing, the Hearings Officer concludes that CU 3-95 should be approved because it does or can comply with the applicable criteria.

III. DECISION

The applicants' request for conditional use permit for a 2 bedroom bed and breakfast in a MUA zoning district is approved, subject to the following conditions:

1. The applicant shall receive final Design Review approval within two years of the Hearings Officer decision. The Design Review approval shall include the sign review.

2. Except as modified by conditions of approval, the land use permit shall be for the specific uses proposed and specified in the application. A maximum of 4 guests are authorized at any time.

3. Any meals prepared and or served on the premises for commercial purposes shall be to overnight guests only.

4. Guests shall be provided with written material which generally describes the mix of agricultural, open space, recreational and residential uses on Sauvie Island, and instructing guest to enjoy their visit but be alert for possible hazards caused by recreational and agricultural vehicles on the roadways.

5. Any subsequent decision(s) by the Director to implement conditions above and requiring the exercise of legal or factual judgment shall include public notice and opportunity for public hearing(s) pursuant to ORS 197.763; ORS 215.416(11).

It is so ordered this 30 day of June, 1995.

Phillip E. Grillo
Hearings Officer
Multnomah County

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE Morrison Street
Portland, Oregon 97214 (503) 248-3043

STAFF REPORT
For the June 21, 1995 Public Hearing

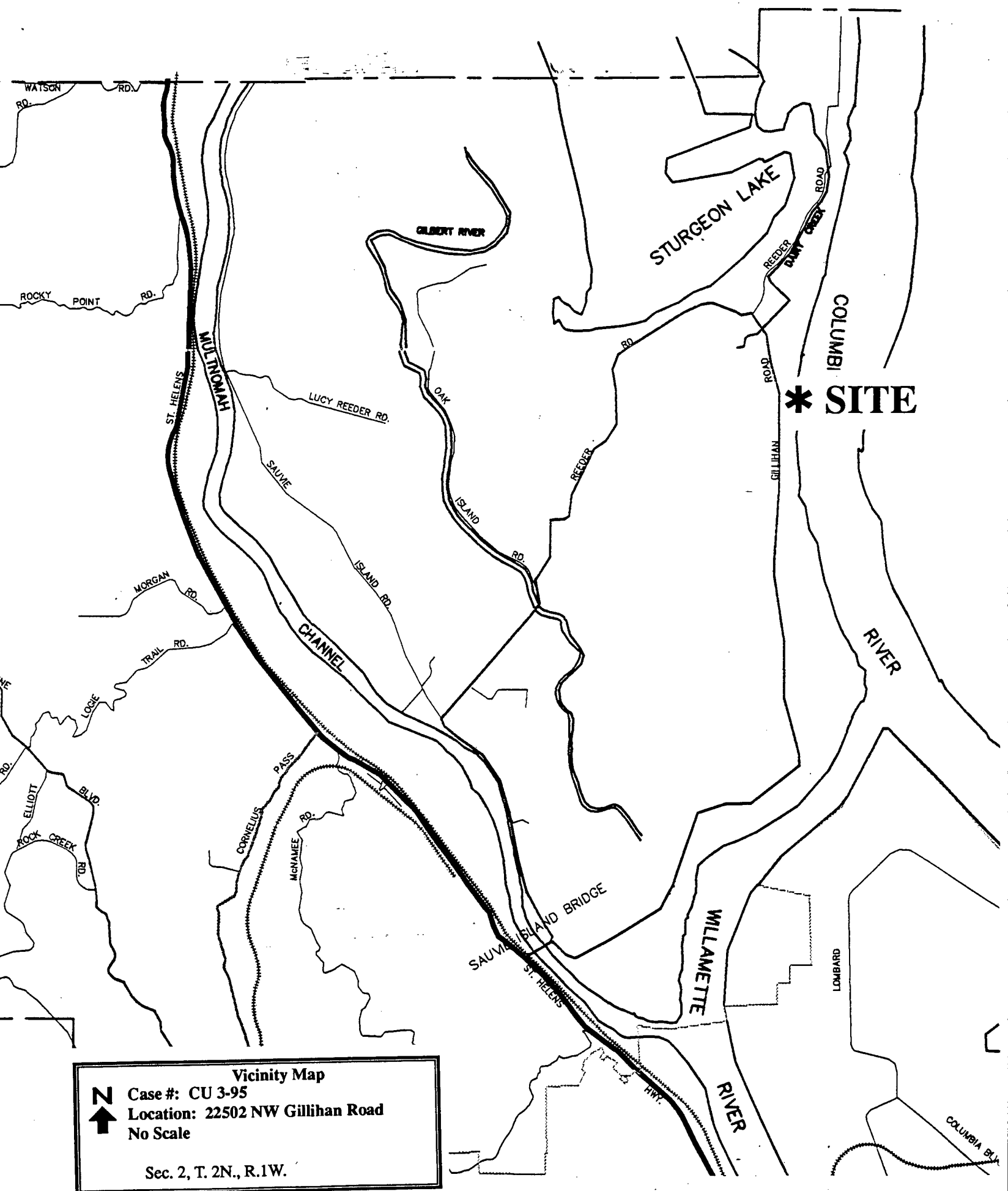
This Report consists of Recommended Decisions, Conditions, Findings of Fact, and Conclusions

CU 3-95 CONDITIONAL USE PERMIT FOR A BED AND BREAKFAST

Proposal Summary: Applicant requests a **Conditional Use Approval** for a two bedroom Bed and Breakfast in an existing dwelling on Sauvie Island. The applicant proposal includes utilizing 2 bedrooms and one bath on the first level of the dwelling allowing for 2-4 guests at a time. The site plan indicates parking for 2-5 cars on site.

Location of the Proposal:	22502 NW Gillihan Road
Legal Description of Property:	Tax lot '14', Section 2, T2N, R1W (see attached map)
Plan Designation(s):	Multiple Use Agriculture
Zoning District(s):	Multiple Use Agriculture (MUA - 20)
Site Size:	1.10 acres
Owners/Applicants:	Harold and Beverly Westlund 22502 NW Gillihan Road Portland, OR 97231
PLANNING DIVISION RECOMMENDATION:	**Approve, subject to conditions** a Conditional Use Permit for a 2 bedroom Bed and Breakfast.

Staff Contact Person:
Susan Muir



Vicinity Map

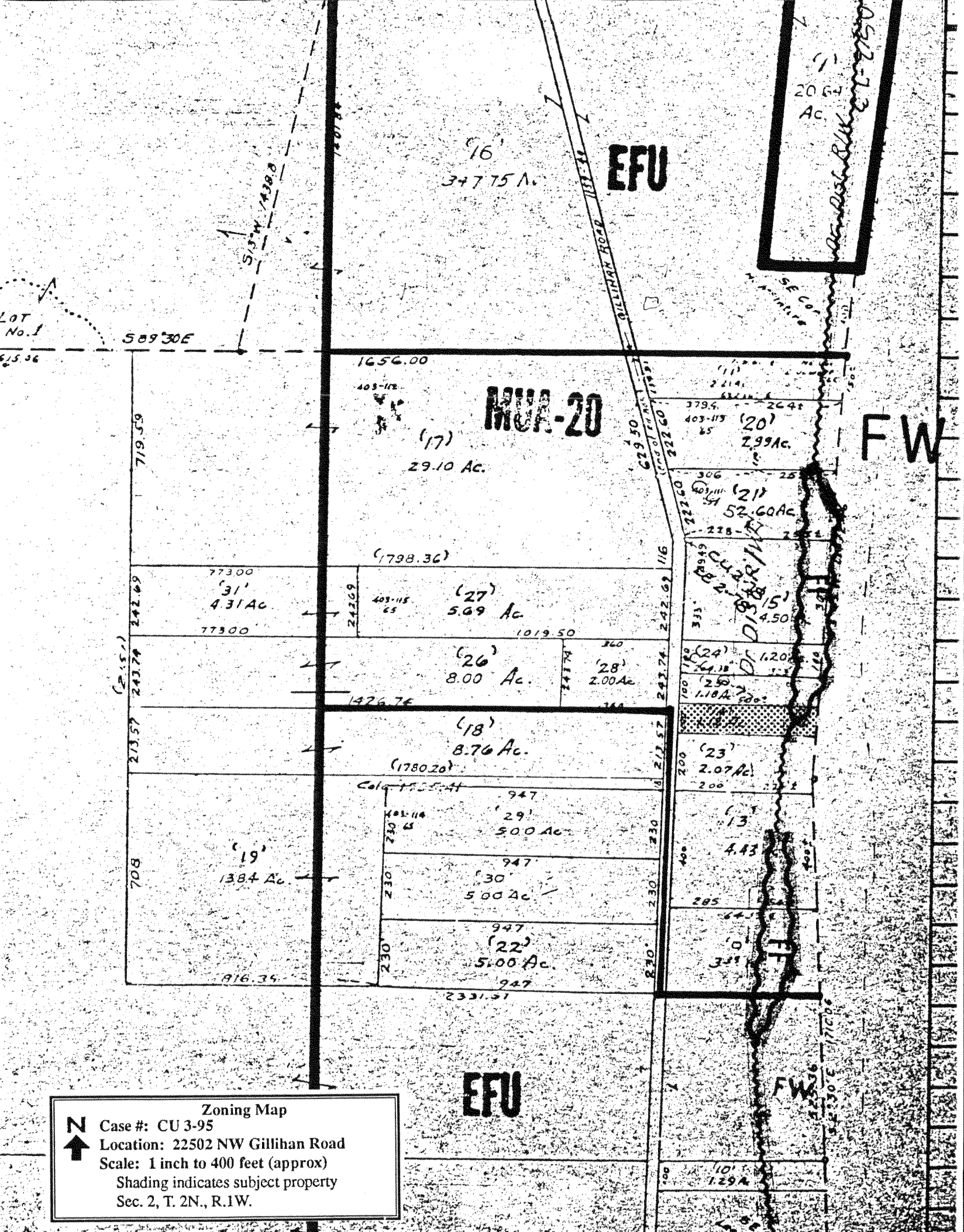
N

Case #: CU 3-95

Location: 22502 NW Gillihan Road

No Scale

Sec. 2, T. 2N., R.1W.



Zoning Map

N

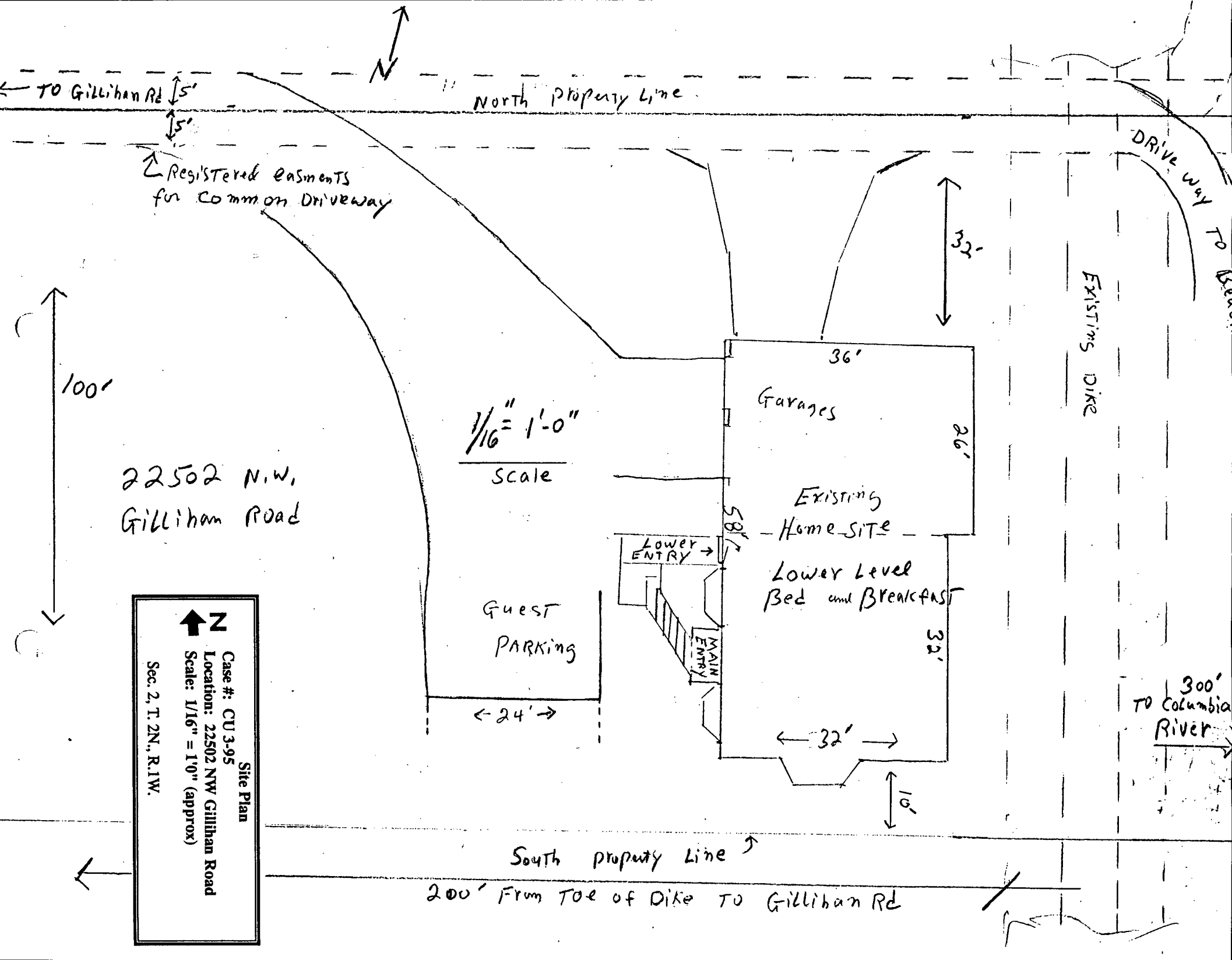
Case #: CU 3-95

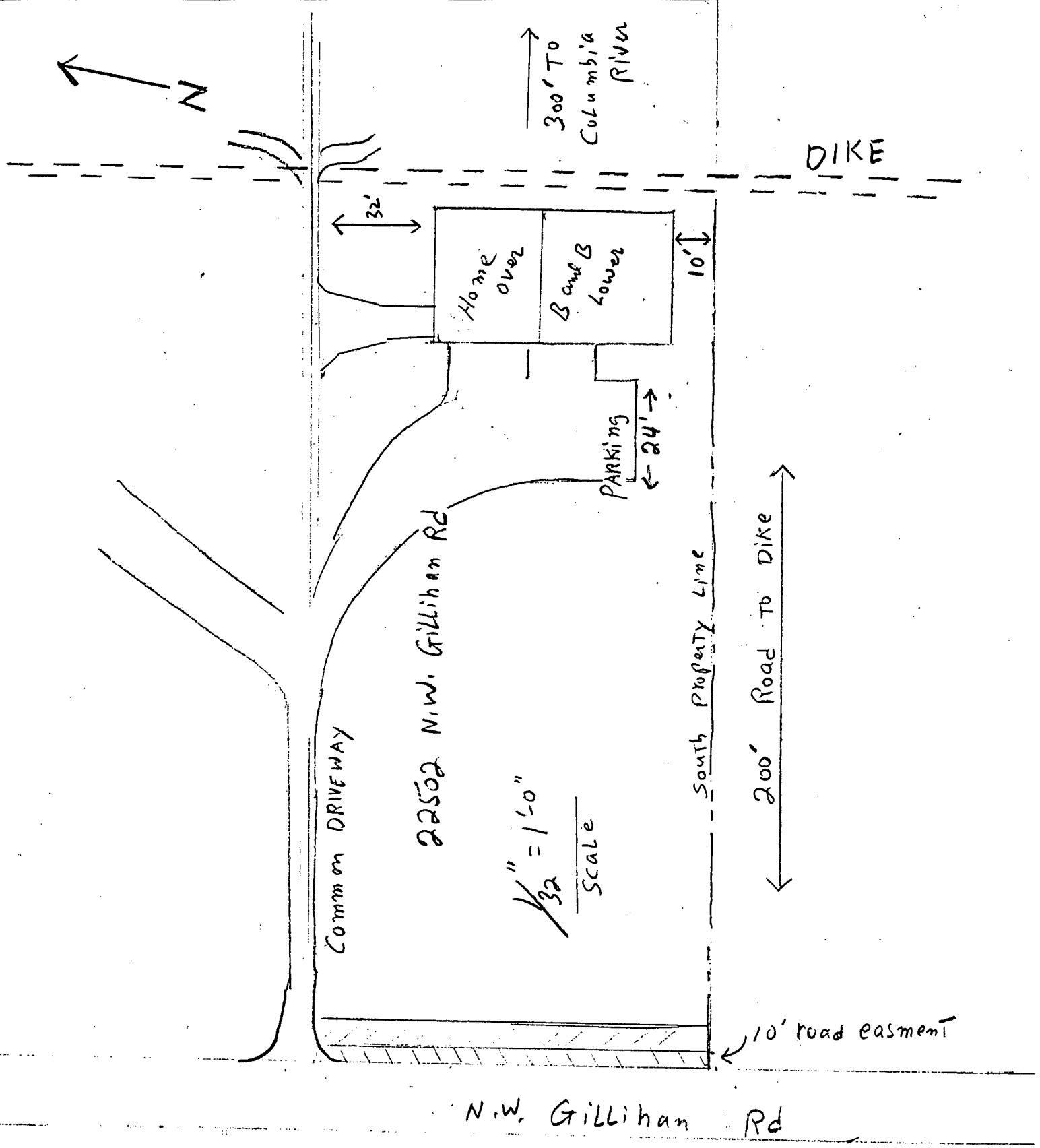
Location: 22502 NW Gillihan Road

Scale: 1 inch to 400 feet (approx)

Shading indicates subject property

Sec. 2, T. 2N., R.1W.


N
← TO Gilliham Rd
5'
5'
North Property Line
Registered easements for common Driveway
DRIVE WAY TO
32'
EXISTING DIKE
100'
22502 N.W. Gilliham Road
1/16" = 1'-0"
Scale
36'
Garages
26'
Existing Home Site
5'
LOWER ENTRY
Lower Level Bed and Breakfast
32'
GUEST PARKING
MAIN ENTRY
300' TO Columbia River
24'
32'
10'
South property Line
200' From Toe of Dike TO Gilliham Rd
Site Plan
Case #: CU 3-95
Location: 22502 NW Gilliham Road
Scale: 1/16" = 1'0" (approx)
Sec. 2, T. 2N., R.1W.



Site Plan

N

Case #: CU 3-95

Location: 22502 NW Gillihan Road

Scale: 1/32" = 1'0" (approx)

Sec. 2, T. 2N., R.1W.

Recommended

CONDITIONS OF APPROVAL

Planning Staff finds that the proposal does or can comply with most approval criteria. However, it does not comply with or the applicant has not met the burden of proving it complies with certain other criteria. Staff recommends the Hearings Officer approve the project with modifications and subject to conditions detailed below.

1. The applicant shall receive final Design Review approval within two years of the Hearings Officer decision. The Design Review approval shall include the sign review.

2. Except as modified by conditions of approval, the land use permit shall be for the specific uses proposed and specified in the application. A maximum of 4 guests are authorized at any time.

3. Any subsequent decision(s) by the Director to implement conditions above and requiring the exercise of legal or factual judgment shall include public notice and opportunity for public hearing(s) pursuant to ORS 197.763; ORS 215.416(11).

4. Any meals prepared and or served on the premises for commercial purposes shall be to overnight guests only.

FINDINGS

1. BACKGROUND

The proposed Bed and Breakfast named "Westlund's River's Edge B&B" was a Zoning Violation Case (ZV 26-94) and was brought to the Planning Division as a result of a neighbor requesting a zoning violation inspection. The applicant's were notified September 9, 1994 of the zoning violation. On December 9, 1994 the applicant's filed for a pre-application meeting which was held on December 22, 1994.

2. PROPOSAL SUMMARY

Applicant requests CONDITIONAL USE APPROVAL for a proposed 2 bedroom 1 bath Bed and Breakfast to be operated out of an existing single family dwelling on a 1.10 acre parcel. The proposal requests approval for a part time operation with 2-4 guests at a time and a maximum of 5 cars on site.

The text and information contained in the "Application for a Bed and Breakfast on Sauvie Island", together with the proposed site plan are incorporated into this report by reference. However, all findings and conclusions in the application have not been incorporated by this reference. Modifications to some findings and conclusions are identified in comment sections.

3. SITE AND VICINITY DESCRIPTIONS

The 1.10 acre site is located on the eastern side of Sauvie Island in between Gillihan Road and the Willamette River approximately 1/2 mile South of Reeder Road. On the eastern side of Gillihan Road, the subject parcel is the smallest parcel in size, the other nine residential parcels in the immediate vicinity range from 4.43 acres in size to the next smallest parcel which is 1.18 acres in size. On the west side of Gillihan Road parcels range in size from 2 to 8.76 acres in size. There are some small scale agricultural operations happening on the west side of Gillihan Road and a large scale cattle ranch approximately 1/4 mile to the South of the subject property.

4. ORDINANCE CONSIDERATIONS:

Conditional uses allowed in the MUA-20 district are specified in MCC 11.15.2132. Subsection (C)(2)(c) specifies ***"...Tourist commercial uses such as restaurants, taverns, gas stations, motels, guest ranches, and similar uses"***. Such uses may be permitted when found to satisfy *Conditional Use Approval Criteria* in MCC .7129.

The following section presents findings regarding the proposed Conditional Use; the applicable standards (Conditional Use, Comprehensive Plan Policy and Design Review) are in ***bold italics***, the applicant's responses are presented first in *italics*, followed by any public comments the Planning Division may have received and then Staff comments.

A. CONDITIONAL USE CRITERIA (MCC .7129)

A(1) *IS CONSISTENT WITH THE CHARACTER OF THE AREA;*

*"The Bed and Breakfast is in the existing residential building. With a total of 1.12 acres of land, we are the smallest parcel in the vicinity. The six properties to the north of us (on the eastern side of Gillihan Road) and the three properties to the south of us (on the eastern side of Gillihan Road) are exclusively residential use. Since 1993, two homes have been added to the west of us across Gillihan Road. One of these is on an 8-acre parcel and one is on a 5-acre parcel; both owners lease out a **portion** of their land for farm use. In addition, about 1/4 mile to the south of us on both sides of Gillihan Road is a large cattle ranch."*

Public Comment: The Planning Division received written testimony from a surrounding property owner stating that "On the West side of Gillihan Road across from tax lot 14/Westlund is tax lot 22, 30, 29, 18, 26, portion of 27, 31, 33, 17 and 16 of which all are farmed through either private owners are land leased for farming of which total approximately 200 acres with residences that total eight (8)."

"On the East side of Gillihan Road where tax lot 14/westlund property is located, the density in amount of acreage size lots versus families is considerably smaller in size. There are (10) ten parcels of land totalling 17.79 acres with ten (10) residences."

"The smallest of lots/parcels on the east side of 1.10 acres of which is tax lot 14/westlund of which they are applying for variance as to original intent for single family residence planning."

Staff Comment: The area is characterized by rural residences, recreational uses such as public and private beaches, farmlands and commercial produce establishments (The pumpkin Patch). The proposed Bed & Breakfast, with two guest rooms is consistent with rural residential, agricultural, recreational and commercial uses in the area.

A(2) ***WILL NOT ADVERSELY AFFECT NATURAL RESOURCES;***

"The county has not identified any specific resources on our property. The Corps. of Engineers has built and maintains a dike that goes through roughly the center of our property (running north/south), and this protects our land and home (and the Bed and Breakfast) from flooding."

Staff Comment: The property does have a Floodway Flood Fringe overlay indicated from the dike east to the river. This development, including the existing structure, does not physically impact the floodway. The applicant's have stated that they would be using the area between the river and the existing dwelling only for recreational use.

A(3) ***WILL NOT CONFLICT WITH FARM OR FOREST USES IN THE AREA;***

"Our existing home is set back approximately 200' from the road. There is a common driveway immediately off Gillihan Road shared by our neighbors to the north, and then a road curves off it directly to a parking area for 2-5 cars in front of our existing home. Farm vehicular use of Gillihan Road would not be impacted by automobiles approaching our Bed and Breakfast."

"Since 1993, two homes have been added to the west of us across Gillihan Road. One of these is on an 8-acre parcel and one is on a 5-acre parcel; both owners lease out a ***portion*** *of their land for farm use."*

Staff Comment: Staff concurs that the proposal's effects on farm or forest uses in the area may be insignificant. The east side of Gillihan Road in this vicinity is characteristically more residential than agricultural. On the western side of Gillihan Road, the dwellings are closer to the road with the small scale agricultural activities generally occurring behind the dwellings.

A(4) ***WILL NOT REQUIRE PUBLIC SERVICES OTHER THAN THOSE EXISTING OR PROGRAMMED FOR THE AREA;***

"Water and sanitation are supplied privately. Fire protection is provided by the local Sauvie Island Volunteer Fire Department RFPD 30, and services required by our Bed and Breakfast are no different than those required by our existing home. Effective March 18, 1995, a joint policing agency of Columbia County ,Multnomah County, and the Oregon State Police established an office on Sauvie Island, and services extended us as residents of Sauvie island would also cover any guests we may have."

Staff Comment: No changes are contemplated for the Bed and Breakfast use. Exhibits 1-5 demonstrate the Police Service, Fire District, School District, Sewage Disposal and Water Service level of service standards will be met.

A(5) ***WILL BE LOCATED OUTSIDE A BIG GAME WINTER HABITAT AREA AS DEFINED BY THE OREGON DEPARTMENT OF FISH AND WILDLIFE OR THAT AGENCY HAS CERTIFIED THAT THE IMPACTS WILL BE ACCEPTABLE;***

"Although we are on Sauvie Island, an area largely given over to a Wildlife Area, we are located well within the southern half that is privately owned... It should also be noted that we are on the Columbia River side of the island and are not affected by the Willamette River Greenway."

Staff Comment: The site is not identified as a big game habitat area in the Multnomah County Comprehensive Framework Plan which was compiled from data provided by the Oregon Department of Fish and Wildlife.

A(6) ***WILL NOT CREATE HAZARDOUS CONDITIONS;***

"Guests will approach our Bed and Breakfast in our existing home via an easy-to-see black-topped driveway off Gillihan Road and will drive approximately 200' to off-street parking in front of our existing home. The driveway is clearly marked and vehicles can exit Gillihan Road without delay."

Staff Comment: This site is not situated within a geologic hazard area identified within the Multnomah County Comprehensive Framework Plan.

A(7) ***WILL SATISFY THE APPLICABLE POLICIES OF THE COMPREHENSIVE PLAN.***

B. COMPREHENSIVE PLAN POLICY

The following policies of the County's Comprehensive Plan relate to this request: Policy 10 (Multiple Use Agricultural Land), Policy 13 (Air, Water and Noise Quality), Policy 14 (Development Limitations), Policy 22 (Energy Conservation), Policy 37 (Utilities), Policy 38 (Facilities) and Policy 40 (Development Requirements).

B(1). Policy 10 - Multiple Use Agricultural Land.

"We are located in a Multiple Use Agriculture Land area, but our one-acre parcel is too small to farm commercially. The proposed use of a small, 2-bedroom Bed and Breakfast in our existing home should have no impact on the surrounding farmlands."

Staff Comments: Policy 10 pertains to the characteristics of land areas that are appropriate to designate Multiple Use Agriculture. The policy is not applicable to the subject request.

B(2). Policy 13 - Air, Water and Noise Quality

"The proposed use of our property should have no impact on the air and noise quality of the surrounding area. Traffic from customers is less than that created when their were three family members living at home. The 100' of waterway (Columbia River) bordering the eastern edge of our property receives only a positive benefit inasmuch as we regularly clean up debris that is washed in from the river. The only use our guests make of the water is recreational. We post recycling sings in the guest area and regularly recycle glass, paper, and metal."

Staff Comments: Staff notes that air, water and noise quality impacts would be similar to the levels typically associated with a residence. The subject property is located outside of the Tualatin River Basin; therefore, no drainage study, as required in the Tualatin Basin need be conducted. The air quality of the area should not be affected by this proposal because the maximum intensity of development will result in the same impacts as one single family dwelling. The dwelling will generate emissions from a wood burning stove and the automobiles driven by the guests and owners. The amount of emissions is not significant and does not warrant mitigation measures. Noise should not increase significantly as a result of allowing a two bedroom bed and breakfast on the subject property. The ambient statistical noise level associated with a residence should not increase over 10 Dba as a result of the additional bed and breakfast. Department of Environmental Quality guidelines require mitigation only in the event that a 10 Dba increase in the ambient statistical noise level occurs.

For additional information, please refer to Exhibit 4 "Certification of Private On-Site Sewage Disposal" form singed by the County Sanitarian. With regard to on-site water supply, Turner Well Drilling has issued a flow test report at a depth of 212' that indicates an average flow of 12.33 gallons per minute, as shown in Exhibit 5.

B(3). Policy 14 - Development Limitations

"Although we are right along the Columbia River, our home is built behind the dike, which is maintained by the Corps of Engineers and a local dike commission. There is no flooding of our property west of the dike (where our existing home and Bed and Breakfast are situated)."

Staff Comments: The property is located within the 100-year flood plain (Flood Fringe). It is not identified on the County slope hazards map. The existing dike provides a level of protection against flooding for residences on the island. The operation of a Bed and Breakfast in an existing house will not alter flood risks.

B(4). Policy 22 - Energy Conservation

"Our existing home (where the Bed and Breakfast will be located) was built to energy conservation standards. There is a 2-story glassed atrium that faces south and which contributes a lot of natural heat and light to the house. The placement of screened windows in the guest area eliminates the need for electric air conditioning. In addition, there is an Oregon-approved catalytic woodstove in the guest area that burns wood collected either from the beach or commercial job sites (one of the applicants works in commercial construction)."

Staff Comments: The applicant has incorporated two alternative energy resources that include passive solar heating and a wood stove that burns wood waste.

B(5). Policy 37 - Utilities

"The water and sewage facilities are private and were approved at the time of our original building permit in 1989...The water drainage system was also approved at the time of our building permit. The electricity and telephones provided for our own use are ample for an occasional Bed and Breakfast guest."

Staff Comments: The applicant has submitted verification of the condition of the septic system (See Exhibit 4). Staff has verified with Mike Ebeling, County Sanitarian, that no additional standards for sub-surface sewage disposal will be required with the additional Bed and Breakfast Use. Any additions to the structure would require review by the County Sanitarian.

B(6). Policy 38 - Facilities

"Sign-offs have been obtained from local fire and school district, as well as local police protection, and are included with this application."

Staff Comments: These records are included in the application file on record in the Planning Division and are attached as Exhibits 1-5.

B(7). Policy 40 - Development Requirements

"Should a public bike path be developed in the future along Gillihan Road, we have already deeded over the 10' frontage property to Multnomah County."

Staff Comments: The dedication of the additional 10' of frontage along Gillihan Road was requested from the Right-of-Way division at the time of building permit application for the single family dwelling. The County has not yet adopted a plan indicating this additional right-of-way will be used for trails.

C. DESIGN REVIEW CRITERIA (MCC .7805)

The provisions of MCC .7805 through .7865 shall apply to all conditional and community services uses in any district;

Staff Comment: The applicant will be required to satisfy the standards of Design Review which may include the paving of the parking area and other circulation standards as required in MCC .6132. This will be considered under a separate application and will be subject to an administrative review.

State Code Considerations:

ORS 446.325(2)(a) - **Exemptions from license requirement** states that:

"Any structure designed for and occupied as a single family residence in which no more than two sleeping rooms are provided on a daily or weekly basis for the use of no more than a total of six travelers or transients at any one time for a charge or fee paid or to be paid for the rental or use of the facilities..."

CONCLUSION:

1. The proposal, as conditioned, satisfied Conditional Use approval criteria due to its consistency with the character of the area, the limited scale of the proposed operation and consistency with the Comprehensive Plan Policies.

EXHIBITS

Agency Responses

1. Police Service Review
2. Fire District Review
3. School District Review
4. Certification of Private On-Site Sewage Disposal
5. Certification of Water Service

This Staff Report and recommendation was available on June 14, 1995 seven days before the June 21, 1995 public hearing scheduled before a County Hearings Officer. The Hearings Officer may announce a decision on the item (1) at the close of the hearing; (2) upon continuance to a date and time certain; or (3) after the close of the record following the hearing.

A written decision is usually mailed to all parties and filed with the Clerk of the Board within ten days of the decision by the Hearings Officer.

Appeal to the Board of County Commissioners

The hearings Officer Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing, or by those who submit written testimony into the record. An appeal must be filed with the County Planning Division within ten days after the Hearings OFfice decision is submitted to the Clerk of the Board. An appeal requires a completed "Notice of Review" form and a fee of $300.00 plus a $3.50 - per-minute charge for a transcript of the initial hearings(s). [ref. MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)] Instructions and forms are available at the County Planning and Development Office at 2115 SE Morrison Street (in Portland) or you may call 248-3043.

Failure to raise an issue by the close of the record at or following the final hearing, (in person or by letter), precludes appeal to the Land Use Board of Appeals (LUBA) on that issue. Failure to provide specificity on an issue sufficient for the Board to respond, precludes appeal to LUBA on that issue.

DEPT. OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON ST., PORTLAND, OR 97214
(503) 248-3043

POLICE SERVICES REVIEW

Take form to the Police Services Provider that serves the property.

Address of Site 22502 N.W. GILLIHAN RD
Tax Roll Description SEC 02 2N 1W TAX LOT 14

Description of Proposed Use BED & BREAKFAST

If Residential Use, Total Number of Units 2 BEDROOMS & 1 BATH IN EXISTING HOME

—TO THE APPLICANT—

Approval of most land uses involving a new or expanded use or involving the creation of a new parcel requires verification from the local police services provider that there will be adequate police protection. Complete the applicable sections of this form and take it to the police department serving the property. After receiving a response, include this form with your application.

Applicant HAROLD & BEVERLEY WESTLUND
Address 22502 N.W. GILLIHAN RD Phone 621-9856
City PORTLAND State OR Zip Code 97231

—TO BE COMPLETED BY A LOCAL POLICE OFFICIAL—

☒ The level of police service available to serve the proposed project is **ADEQUATE.**
(Optional) Comment:

☐ The level of police service available to serve the proposed project is **NOT ADEQUATE.**
(Please indicate why.) Comment:

Date 11/7/94

MULT. CO. SHERIFF
Name of Police Services Provider
R.L. Barnhart
Name of Official
SERGEANT
Office Held by Official

RETURN THIS FORM TO THE APPLICANT

CU 3-95
EXHIBIT 1

DEPT. OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON ST., PORTLAND, OR 97214
(503) 248-3043

FIRE DISTRICT REVIEW

Take this form to the Fire District that serves the property.

Address of Site 22502 N.W. GILLIHAN RD
Tax Roll Description SEC 02 2N 1W TAX LOT 14

Description of Proposed Use BED & BREAKFAST

If Residential Use, Total Number of Units 2 BEDROOMS & 1 BATH IN EXISTING HOME

—TO THE APPLICANT—

Approval of most land uses involving a new or expanded use or involving the creation of a new parcel requires verification that the fire district serving the property has had an opportunity to review and comment on the proposal. Complete the applicable sections of this form and take it to the fire district. After receiving a response, include this form with your application.

Applicant HAROLD & BEVERLEY WESTLUND
Address 22502 N.W. GILLIHAN RD Phone 621-9856
City PORTLAND State OR Zip Code 97231

—TO BE COMPLETED BY A FIRE DISTRICT OFFICIAL—

There is adequate water pressure and flow for fire fighting purposes:
Yes ☐ No ☐
Source
Pressure Volume (Gal. per Min.)

(Optional)
The District provides the following additional comments:
(1) ISO 8/9
(2) WE ARE A SUPPRESSION DISTRICT ONLY

Date 11-11-94

MULTNOMAH COUNTY #30
Name of Fire District
Ronald A. Meuna
Name of Official
Fire Chief
Office Held by Official

RETURN THIS FORM TO THE APPLICANT

CU 3-95
EXHIBIT 2

DEPT. OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON ST., PORTLAND, OR 97214
(503) 248-3043

SCHOOL DISTRICT REVIEW

Take a copy of this form to each of the School Districts that serve the property.

Address of Site 22502 N.W. GILLIHAN RD
Tax Roll Description SEC 02 2N 1W TAX LOT 14

Description of Proposed Use BED & BREAKFAST

If Residential Use, Total Number of Units 2 BEDROOMS & 1 BATH IN EXISTING HOME

—TO THE APPLICANT—

Approval of most land uses involving a new or expanded use or involving the creation of a new parcel requires verification that **all appropriate** school districts have had an opportunity to review and comment on the proposal. Complete the applicable sections of this form and take a copy to each school district serving the property. After receiving a response, attach this form to your application.

Applicant's Name HAROLD & BEVERLEY WESTLUND
Mailing Address 22502 N.W. GILLIHAN RD Phone 621-9856

—TO BE COMPLETED BY A SCHOOL DISTRICT REPRESENTATIVE—

☒ The District has no comment.

☐ The District provides the following commentary on the level of service available to the property and the potential impact on service levels anticipated from the proposed land use:

Date November 29, 1994

RETURN THIS FORM TO THE APPLICANT

Sauvie Island School District #19
Name of School District
Aaron Brown
Name of Representative
School Board Chairman
Position Held

CU 3-95
EXHIBIT 3

MULTNOMAH COUNTY

DEPT. OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON ST., PORTLAND, OR 97214
(503) 248-3043

CERTIFICATION OF PRIVATE ON-SITE SEWAGE DISPOSAL

Take this form to the Sanitarian, City of Portland Bureau of Buildings

Address of Proposed Use or Parcel 22502 N.W. GILLIHAN RD

Tax Roll Description SEC. 02 2N 1W TAX LOT 14

Assessor's Map No.

Description of Proposed Use BED & BREAKFAST IN EXISTING HOME

Number of Bedrooms 2

Applicant's Name HAROLD & BEVERLEY WESTLUND

Mailing Address 22502 N.W. GILLIHAN RD Phone 621-9856

City PORTLAND State OR Zip Code 97231

—TO THE APPLICANT—

Approval of any land use involving a new or expanded use or the creation of a new parcel requires authorization by the Sanitarian. If you propose to use a private on-site sewage disposal system, complete the applicable sections of this form and deliver it to the Sanitarian at the address given below prior to making any land use application. After the Sanitarian has reviewed and returned this form to you, include the form with your application.

If you propose to create a flag lot or a lot served by an accessway, or any use on a site where an existing residence will be retained, you must accompany this form with a scaled site plan showing the location of the existing residence's sewage and storm water disposal systems when submitting this form to the Sanitarian.

—FOR SANITARIAN REVIEW, CONTACT: —

CITY OF PORTLAND
BUREAU OF BUILDINGS
ENVIRONMENTAL SOILS SECTION

1120 SW 5TH AVENUE, ROOM 930
PORTLAND, OREGON 97204
(503) 823–7790

—TO BE COMPLETED BY SANITARIAN—

Based on present knowledge of the area and of the proposed use described above, and on current regulations of the Oregon Department of Environmental Quality, the Sanitarian hereby finds that the proposed use can be served by an on-site sewage disposal system in the form of:

A Cesspool / A Septic Tank / A Septic Tank and Drainfield / A Septic Tank and Seepage Pit / Other (describe) 1000 gallon septic tank sand filter container with 105 lineal feet of serial trenches See Attached

Land Feasibility Study No. 108-94 was conducted on this site(date): 11/23/94
(attach copy)

11/7/94
Date

Environmental Soils Specialist

RETURN THIS FORM TO THE APPLICANT

CU 3-95
EXHIBIT 4

340-71-305 SAND FILTER SYSTEM OPERATION AND MAINTENANCE.

(1) Sand filter operation and maintenance tasks and requirements shall be as specified on the Certificate of Satisfactory Completion. Where a conventional sand filter system or other sand filter system with comparable operation and maintenance requirements is used, the system owner shall be responsible for the continuous operation and maintenance of the system.

* (2) The owner of any sand filter system shall provide the Agent written verification that the system's septic tank has been pumped at least once each forty-eight (48) months by a licensed sewage disposal service business. Service start date shall be assumed to be the date of issuance of the Certificate of Satisfactory Completion. The owner shall provide the Agent certification of tank pumping within two (2) months of the date required for pumping.

(3) No permit shall be issued for the installation of any other sand filter which in the judgment of the Department would require operation and maintenance significantly greater than the conventional sand filter unless arrangements for system operation and maintenance meeting the approval of the Director have been made which will ensure adequate operation and maintenance of the system. Each permitted installation may be inspected by the Agent at least every twelve (12) months and checked for necessary corrective maintenance. The Agent may waive the annual system evaluation fee during years when the field evaluation work is not performed.

BOB'S SANITARY SERVICE, INC.
11919 N. Jantzen Dr. Suite 143
PORTLAND, OREGON 97217-8195
(503) 286-2930

$6.00

JOB WORK ORDER

8748

DATE OF ORDER: 6/13/94

CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
	621-9856	E		6/14/94

BILL TO: WESTLUND, HAROLD
ORDER TAKEN BY: N
ADDRESS: 22502 NW GILLIHAM RD
CITY: PTLD OR (SAUVIE LS)
☐ DAY WORK ☐ CONTRACT ☐ EXTRA
JOB NAME AND LOCATION: 5.4 MILES FROM BRIDGE, WHITE HOUSE UP AGAINST DIKE ON R
JOB PHONE
DESCRIPTION OF WORK:

1/3 = $66.67

SEPTIC SVC — B & B maint.

LABOR — -0-

PUMPING 1000 GAL'S $200.00

CK 2472

In the event of default, the customer agrees to pay all reasonable costs including, but not limited to attorneys fees with regard to the collections of any outstanding, due and payable.

TOTAL MATERIALS		
TOTAL LABOR		
TAX		
TOTAL AMOUNT	$	200 00

DATE COMPLETED: / /
WORK ORDERED BY:

Signature

☐ No one home ☐ Total amount due for above work or ☐ Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion of the above described work.

PRODUCT 258-3 (Nebs) Inc. Groton Mass. 01471

HW 18061

DEPT. OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON ST., PORTLAND, OR 97214
(503) 248-3043

CERTIFICATION OF WATER SERVICE

Take this form to the Water District that serves the property.

Address of Site 22502 N.W. GILLIHAN RD.
Tax Roll Description SEC. 02 2N 1W TAX LOT 14

Description of Proposed Use BED & BREAKFAST

If Residential Use, Total Number of Units 2 BEDROOMS, 1 BATH OF EXISTING HOME
Applicant's Name HAROLD & BEVERLEY WESTLUND
Mailing Address 22502 N. W. GILLIHAN RD Phone 621-9856
City PORTLAND State OR Zip Code 97231

—TO THE APPLICANT—

Approval of most land uses involving a new or expanded use or involving creation of a new parcel requires a determination that the water system is adequate.

If you propose to use a public water system, deliver this form to the appropriate water district prior to making any land use application. After the water district fills in the following section and returns it to you, include this form with your application.

If you will be using a private water system, complete the bottom section of this form.

—TO BE COMPLETED BY A DISTRICT OFFICIAL AND RETURNED TO THE APPLICANT—

The District will provide service from a _____ inch line located _____

The proposed use should be required to make the following water system improvements:

Name of District _____ Name of Official _____

Date _____ Office held by Official _____

—TO BE COMPLETED BY THE APPLICANT IF A PRIVATE WATER SYSTEM WILL BE USED—

If you propose to use a private water system, a determination that the system is adequate must be made to satisfy Comprehensive Plan Policy 37. There are two different times that determination can be made:

(1) In the initial review of your proposal if the on-site well or other form of private system is existing at the time of the land use application, OR
(2) After the initial review but before issuance of a building permit when documentation is provided to the Planning Director that a water system is in place. At that time public notification will again be given which may result in a new public hearing.

Describe Water Source, Including Location SEE ATTACHED EXHIBIT A

Describe Supply of Water Available (i.e., Gallons Per Minute) SEE ATTACHED EXHIBIT B

CU 3-95
EXHIBIT 5

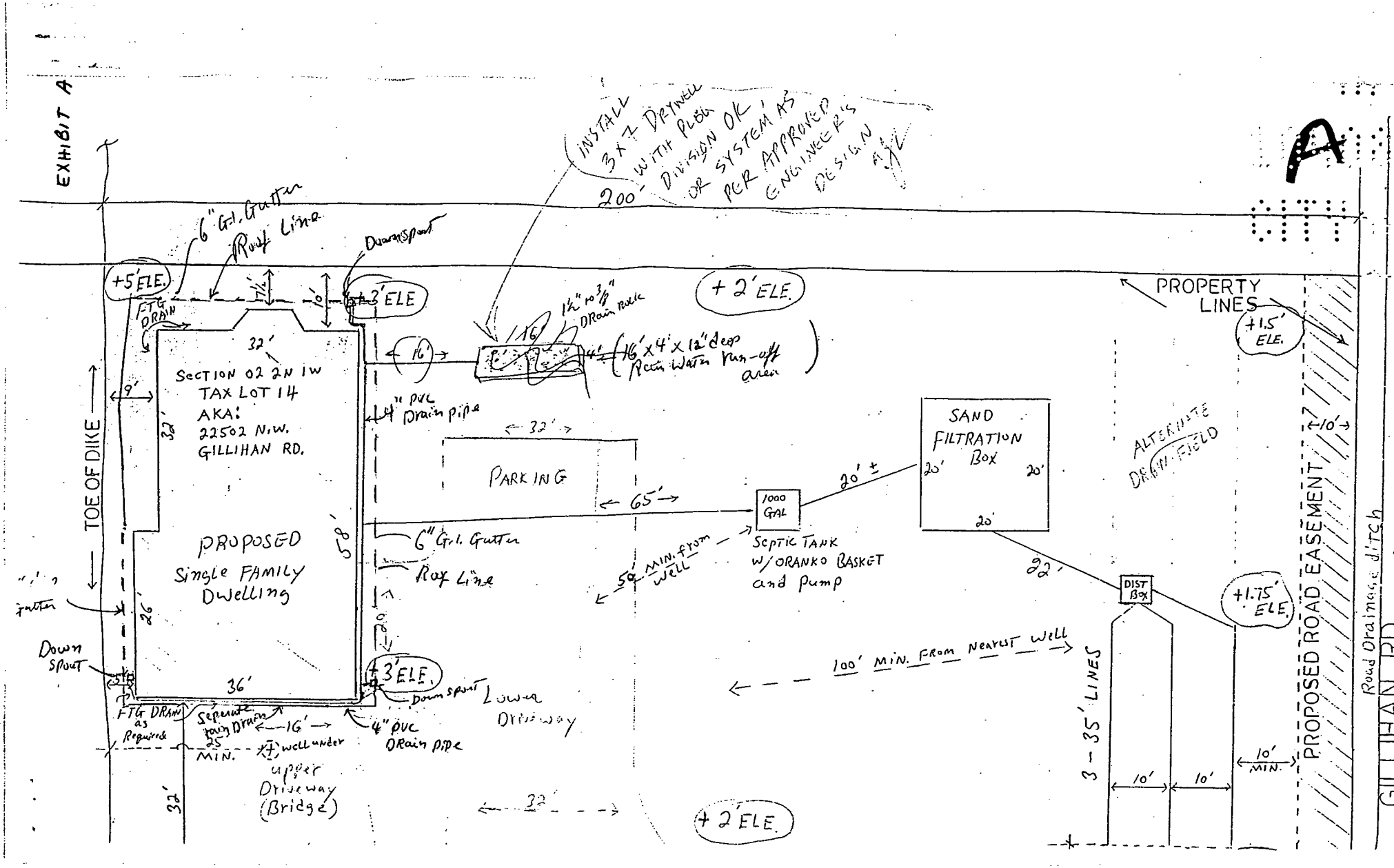


EXHIBIT A
INSTALL 3 x 7 DRYWELL WITH FLOW DIVISION OR SYSTEM AS PER APPROVED ENGINEER'S DESIGN
200'
6" Gl. Gutter
Roof Line
Downspout
+5' ELE.
+3' ELE.
+2' ELE.
FTG DRAIN
32'
SECTION 02 2N 1W
TAX LOT 14
AKA:
22502 N.W.
GILLIHAN RD.
PROPOSED
Single FAMILY
Dwelling
TOE OF DIKE
9'
26'
58'
16'
1½" to ¾" DRain Rock
16' x 4' x 12" deep Rain Water Run-off area
4" PVC DRain pipe
PARKING
65'
6" Gl. Gutter
Roof Line
50' MIN. from WELL
1000 GAL
Septic TANK W/ ORANKO BASKET and Pump
30' ±
SAND FILTRATION Box
20'
20'
20'
22'
ALTERNATE DRAIN FIELD
DIST Box
+1.5' ELE.
+1.75' ELE.
PROPERTY LINES
10'
PROPOSED ROAD EASEMENT
Road Drainage ditch
GILLIHAN RD
100' MIN. From Nearest Well
3 - 35' LINES
10'
10'
10' MIN.
Down Spout
36'
FTG DRAIN as Required
Separate Drain
25' MIN.
well under
upper Driveway (Bridge)
Lower Driveway
4" PVC DRain pipe
+2' ELE.

Name of Water System: Residence Well
Address: 22502 N.W. Gillihan Rd
City: Portland County: Mult.
Collection Date and Time: Phone: 621-9856
8/27/91 6:45 AM PM
MONTH DAY YEAR HOUR MIN
Type of Sample: Routine ☒ Repeat ☐ Special ☐
Collected By: Harold Westlund
Sample Point: Kitchen TAP
Chlorinated? Yes No Free Chlorine mg/l

LABORATORY RESULTS
Total coliforms: ☐ Present* ☑ Absent
Fecal coliforms/E. coli: ☐ Present* ☐ Absent
*See back of pink copy for interpretation
Date of initial positive result

Test Methods:
☐ MTF ☑ MF ☐ P-A ☐ MMO-MUG
☐ EC ☐ EC+MUG ☐ Nutrient Agar+MUG
Sample Invalid: Resample immediately
☐ Leaked ☐ Over 30 hr old
☐ Heavy non-coliform growth (as defined by method)

PORTLAND, OR 97230

Lab Cert #: Sample #: N51683
Bottle #:
Date & Time Received: 8/27/91 1406
Received by:
Date & Time Analyzed: 8/27/91 1731

COMMENTS:
Copy sent to Associated Mtge 9/19/91

Return address for report:
Name: Harold Westlund
Address: 22502 N.W Gillihan Rd
City, State, Zip: Portland, OR. 97231

COPY DISTRIBUTION
White Lab
Yellow Health Division
Pink Water System

ANALYST: PAB DATE: 8/
Review By: DATE: 8/3

Send results to: Oregon State Health Division P.O. Box 200 Portland, OR 97207 Phone (503) 229-6307
Form# 50-90 (REV. 4/91)
Produced by STATE PRINTING

EXHIBIT B

TURNER DRILLING COMPANY

WATER WELLS • BLAST HOLES • TEST DRILLING • WATER SYSTEMS

Phone 621-3851 LICENSED – BONDED 14825 N.W. Gillihan Rd. Portland, OR 97231

FLOW TEST REPORT

Date: 8-26-91

Location of Well: Harold Westlund
22502 N.W. Gillihan
Portland, OR. 97231

Pumped for a period of 4 hours

Type of Well: Drilled

Casing: 6" steel

Diameter: 6"

Depth: 212'

HOUR	FLOW METER cu/ft	STATIC LEVEL	GPM	TOTAL GAL	DRAW DOWN
0	7548	/	0	0	/
0.5	7598	/	12.33	370	/
1.0	7648	/	12.33	740	/
1.5	7698	/	12.33	1110	/
2.0	7748	/	12.33	1480	/
2.5	7798	/	12.33	1850	/
3.0	7848	/	12.33	2220	/
3.5	7898	/	12.33	2590	/
4.0	7948	/	12.33	2960	/

Recovery Time: ———

Don Feakin
Don Feakin
Turner Drilling Company

Meeting Date: ~~JUL 18 1995~~ JUL 27 1995

Agenda No: R-2 R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance amending the Multnomah County Comprehensive Framework Plan Policy 34: Trafficways and the companion Functional Classification of Trafficways Map.

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: July 11, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: DES DIVISION: Planning

CONTACT: Ed Pickering TELEPHONE: 248-3636
BLDG /ROOM: 425/Transp.

PERSON(S) MAKING PRESENTATION: Ed Pickering

ACTION REQUESTED

[ ] Informational Only [ ] Policy Direction [X] Approval [ ] Other

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

An ordinance amending Multnomah County Comprehensive Framework Plan Policy 34: Trafficways and the companion Functional Classification of Trafficways Map. The proposed amendments update policy language and associated Functional Classification of Trafficways Map as the result of the DLCD Transportation Planning rule and are based, in part, on the Region 2040 Recommended Land Use Scenario.

1995 JUL -5 PM 2:14
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

Elected Official: _____

OR

Department Manager: _____ 6-29-95

7-28-95 Copy of Ordinance No. 825 Sent to Ed Pickering

8-1-95 Copies of Ordinance No. 825 Sent to Ordin. Sub. List.

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Ed Pickering, Transportation Planning Administrator

TODAY'S DATE: **July 12, 1995**

REQUESTED PLACEMENT DATE: July 18, 1995

RE: An Ordinance Amending Multnomah County Comprehensive Framework Plan Policy 34, Trafficways, and the Accompanying Functional Classification of Trafficways Map.

I. Recommendation/Action Requested:

Adopt Ordinance No. _____ amending Policy 34.

II. Background/Analysis:

The Trafficways policy and map was adopted in 1983. It was amended in 1992 to revise rural area functional classifications. The proposed amendment revises urban area functional classifications. Since 1983 there has been significant changes requiring changes to the policy and map: annexations and road transfers; road, highway and light rail transportation improvements; and promulgation of the State Transportation Planning Rule. Board hearing and approval is required to amend the Comprehensive Framework Plan.

III. Financial Impact:

N/A

IV. Legal Issues:

Statewide Planning Goal 12: Transportation, and the Oregon Transportation Planning Rule, adopted in 1990 (OAR Chapter 660, Division 12, Section 660-12-020) directs local governments, including Multnomah County to develop transportation systems plans that: 1) include a road (trafficway) plan for a network of arterial and collector streets that provide for continuity between adjacent jurisdictions, and 2) provides a planned transportation system that supports a pattern of travel and land use in urban areas that avoids air pollution, traffic and liveability problems experienced in other areas of the county. The proposed changes to Policy 34 and the Trafficways Map are intended to meet state transportation planning requirements.

V. Controversial Issues:

There appears to be no controversial issues.

VI. Link to Current County Policies:

Proposed revisions to Policy 34 and the Trafficways Map are necessary to maintain the County Comprehensive Plan and transportation policies consistent with past and planned changes to land uses and transportation facilities, and to changes in State Goals and Administrative Rules.

VII. Citizen Participation:

Citizen involvement included informational meetings before the Wood Village City Council, the Fairview City Council, the Troutdale City Council broadcast over cable television, and the Gresham Transportation Citizen Advisory Committee. A display with public information was made available at the Gresham Public Transportation Forum. Meeting notices were published in the Gresham Outlook and The Oregonian.

VIII. Other Government Participation:

Participation by other governments occurred throughout the development of the policy and functional classification map through a Technical Advisory Committee made up of the cities of Gresham, Portland, Troutdale, Wood Village and Fairview, plus Metro and the Oregon Department of Transportation. Washington and Clackamas Counties and Lake Oswego were provided the opportunity to review and comment on proposed changes.

The East Multnomah County Transportation Committee has reviewed the revised Policy 34 and Trafficways Map and has recommended their adoptions.

STAFF.RPT/EPRJ1220.ORD

BEFORE THE PLANNING COMMISSION
FOR MULTNOMAH COUNTY

In the Matter of Recommending Amendments to Comprehensive Framework Plan Policy 34 and the Accompanying Functional Classification of Trafficways Map	))))	RESOLUTION C2-95

WHEREAS, County Transportation and Planning Divisions propose amendments to Comprehensive Framework Plan Policy 34 to update the policy language and associated Functional Classification of Trafficways Map; and

WHEREAS, The DLCD Transportation Planning Rule directs the development of a transportation system plan that reduces reliance on any one mode of travel, and the development of a road plan for the network of arterials and collectors that provides continuity between adjacent jurisdictions; and

WHEREAS, Revisions to CFP Policy 34 and its companion Functional Classification of Trafficways Map incorporate the intent of the Transportation Planning Rule into the CFP and resolve inconsistencies between jurisdictions; and

WHEREAS, Revisions to CFP Policy 34 and its companion Functional Classification of Trafficways Map are based, in part, on Region 2040 Recommended Land Use Scenario, and support and are consistent with planned land uses in the County; and

WHEREAS, The addition of Expressway as a functional classification recognizes the need of a unique roadway design incorporating moderate operating speeds and limited access; and

WHEREAS, The clarification of landscape treatment for the Scenic Route overlay designation ensures the retention of unique scenic characteristics in improvement designs.

NOW, THEREFORE, BE IT RESOLVED, that Resolution C2-95 and the corresponding Ordinance captioned "An Ordinance Amending Multnomah County Comprehensive Framework Plan Policy 34: Trafficways and the companion Functional Classification of Trafficways Map" is hereby recommended for approval by the Board of County Commissioners.

Approved this 5th day of June 1995

LEONARD YOON, Chair
Planning Commission

EAVH1591.RES

ORDINANCE FACT SHEET

Ordinance Title: Comprehensive Framework Plan Policy 34: Trafficways
Policy and Functional Classification of Trafficways Map Amendments

Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:

Adoption of this ordinance will update the County's Comprehensive Framework Plan (CFP) Policy 34: Trafficways. The policy was adopted in 1983 and amended in 1993 to include the County's rural trafficways.

The amended policy language responds to the state's Transportation Planning Rule (TPR). The amendments to the Functional Classification of Trafficways Map reflect: 1) an analysis of traffic in the Year 2010 and the Regional 2040 Base Case; 2) coordination with adjacent local jurisdictions; and 3) the transfer of certain trafficways to the City of Portland.

What other local jurisdictions have enacted similar legislation?

The state Transportation Planning Rule requires local jurisdictions to develop local transportation system plans that include functional classifications of trafficways in its jurisdictions. In addition, every local jurisdiction is required under the state Land Conservation and Development Act (LCDA) to address that planning goal. CFP Policy 34:Trafficways complies with Statewide Planning Goal 12: Transportation.

What is the fiscal impact, if any?

There is no fiscal impact associated with this ordinance.

Signatures

Person filling out form: K McFarland

Planning and Budget (if fiscal impact): _____

Department Manager/Elected Official: Dan Payne

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY

ORDINANCE NO. 825

An ordinance amending Comprehensive Framework Plan Policy 34, Trafficways, and the accompanying Functional Classification of Trafficways Map.

Multnomah County Ordains as follows:

Section I. Findings.

(A) County trafficways are a major part of the regional transportation system which serve the land uses in the County and function to move people and goods. Comprehensive Framework Plan Policy 34: Trafficways states that a safe and efficient trafficway system should be developed though various means, including establishing a functional classification of trafficways system.

(B) Policy 34: Trafficways and the Functional Classification of Trafficways Map, adopted in 1983 and amended in 1993 to include the rural portions of the County, reflects a hierarchical system of arterials, collectors and local streets, with a *Scenic Route* overlay.

(C) The functional classification of trafficways supports systematic improvements through the County's Capital Improvement Program (CIP) process and the land development process. Improvements are based on design standards for each of the classifications that incorporate elements of safety and efficiency.

(D) State-wide Planning Goal 12: Transportation and the Oregon Transportation Planning Rule adopted in 1990 (OAR Chapter 660, Division 12, Section 660-12-020) directs local governments, including Multnomah County, to adopt transportation system plans (TSPs) that include a road (trafficway) plan for a network of arterials and collectors that provides for continuity between adjacent jurisdictions.

(E) Multnomah County and the East County cities (Gresham, Troutdale, Fairview and Wood Village) identified and resolved functional classification inconsistencies in a review process in 1991. Additional inconsistencies were identified through the review of the transportation plans of Washington and Clackamas Counties and the cities of Portland and Lake Oswego.

(F) Further, the Transportation Planning Rule directs that planned transportation systems support a pattern of travel and land use in urban areas which avoid air pollution, traffic and livability problems faced by other areas of the country. Specifically, the planned transportation system will support targeted reductions in vehicle miles traveled (VMT) per capita for the Portland metropolitan region by reducing reliance on any one mode of travel through land use design and provision of mode choices.

(G) The Functional Classification of Trafficways Map revisions are based on an analysis of future (Years 2010 and 2040) population and employment, planned land uses, and on travel demands and traffic conditions that consider targeted changes in travel behavior. The 2040 analysis incorporated assumptions of the Region's 2040 Growth Management Plan.

(H) Policy 34 Implementation Strategies are amended to identify specific planning, coordinating and implementing actions to be taken that will lead to the development and maintenance of an efficient and safe trafficway system, that is supportive of the region's targeted reduction in VMT per capita in the urbanized portions of the county through fostering mode choices.

(I) Comprehensive Framework Plan Policy 3: Citizen Involvement specifies that public involvement, and information distribution of planning issues shall occur consistent with Statewide Planning Goal No. 1, Citizen Involvement. The proposed amendment of Plan Policy 34: Trafficways and its companion map were presented for discussion at the Multnomah County Planning Commission meeting on May 1, 1995; the East Multnomah County Transportation Committee meeting on May 1, 1995; at city council meetings in Wood Village (May 10, 1995), Fairview (May 17, 1995), Troutdale (May 24, 1995), at the Gresham Transportation Citizen Advisory Committee on May 18, 1995 and the Gresham Transportation Forum on June 1, 1995. Meeting notices were published in the Gresham Outlook and the Oregonian newspapers.

(J) Exhibit A, (the Staff Report) and Maps Exhibits B and C (Functional Classification of Trafficways: East and West Functional Classification of Trafficways: dated June, 1995), incorporated as part of these Findings, further explain how amendments to Policy 34: Trafficways comply with other Comprehensive Framework Plan Policies and are necessary to provide a safe, efficient and economical trafficway system in Multnomah County.

(K) Comprehensive Framework Plan Policy 41: Columbia River Gorge National Scenic Area, applies to approximately 33,280 acres in Multnomah County within the Columbia River Gorge National Scenic Area. All future development, including roads and other public facilities must be consistent with and support the purposes of the Management Plan for the Columbia River Gorge National Scenic Area. This management plan and Framework Policy 4l shall control over any potential conflicting provisions of Policy 34 or its accompanying Functional Classification of Trafficways Maps.

(L) Proposed amendments would revise the policy language to reflect the Oregon Transportation Planning Rule, add *Expressway* as a functional classification, clarify the *Scenic Route* overlay classification, update the policy's implementing strategies, and revise the Functional Classification of Trafficways Map to incorporate current and projected traffic conditions, and delete trafficways annexed to the City of Portland.

Section II. Plan Amendments

1. POLICY 34 INTRODUCTION

THE INTRODUCTION TO POLICY 34: TRAFFICWAYS OF THE MULTNOMAH COUNTY COMPREHENSIVE FRAMEWORK PLAN IS REPLACED IN ENTIRETY WITH THE FOLLOWING:

INTRODUCTION

Trafficways are a vital part of the transportation system in Multnomah County, functioning to move people and goods between their origins and destinations. A hierarchy of

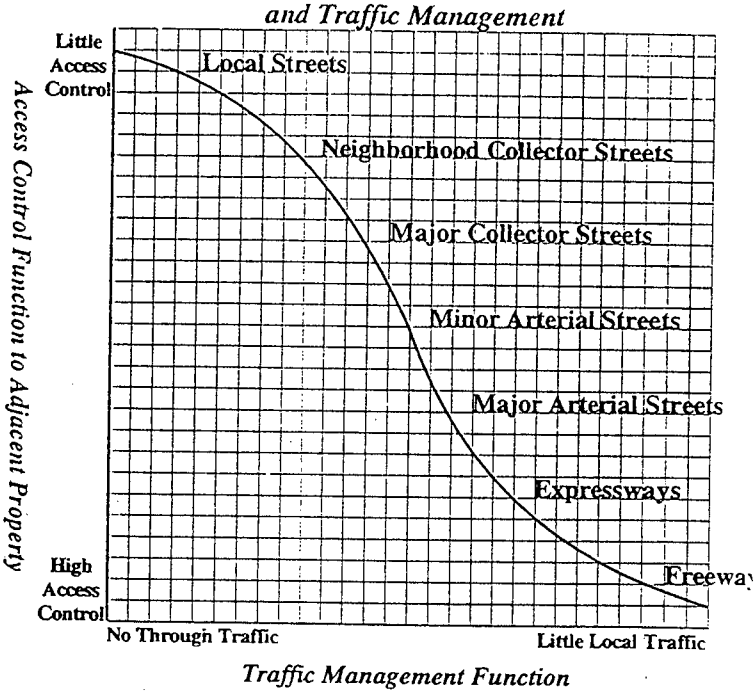
trafficways provides necessary access to land uses, and mobility to travelers and commerce. The trafficway network accommodates several modes of travel within public rights-of-way, and acknowledges differing transportation needs between the urban and rural areas of the County. Communication and power networks, and public utilities including storm and sanitary sewers, and water supply share the right-of-way with roads.

Trafficways are developed according to their functional classification which distinguishes streets and roads by their operational purposes. Many aspects are considered when classifying trafficways:

* Travel characteristics: trip length, origin and destination
* Intensity and density of land uses served: urban and rural
* Travel modes to be served: automobiles, bicycles, transit, trucks and pedestrians
* Relationship between traffic movement and access management
* Projected traffic volumes and capacity requirements at acceptable levels of service

The hierarchy of trafficways generally progresses from low traffic volumes and low speeds to higher volumes and speeds. Trip types vary by origins and destinations, and by trip length and purpose: from local and neighborhood trips, to countywide and intra-regional travel, or interregional and interstate trips.

Street Types Related to Access Control and Traffic Management



Access to property is inversely related to the mobility function of a trafficway. Access to adjacent property is greatest on local streets, but mobility is limited to local trips on local and neighborhood streets. The greatest level of mobility to the greatest number of travelers is provided by the freeway system, however there is no direct property access provided by the interstate system.

County roads serve a distribution function of trips between home and work, school, shopping and recreation, and from sources of materials and manufacturers to distributors.

The system of trafficways to meet the needs of county residents, visitors and businesses are functionally identified by the following types of facilities. Each type of trafficway accommodates various modes of travel, and relates to land uses to which access is being provided.

LOCAL URBAN STREETS AND RURAL ROADS

Local streets provide access to abutting land uses on low traffic volume and low speed facilities. Their primarily purpose is to serve local pedestrian, bicycle and automobile trips and limited public transportation use in urban areas; and auto and farm vehicle circulation with local pedestrian, bicycle and equestrian use in rural areas.

COLLECTOR STREETS

Collector streets distribute traffic between local streets and the arterial street network. They serve land uses over a broader corridor than local streets, but are not intended to serve trips that do not have either an origin or destination within the

corridor. Collector streets provide for automobile, bicycle and pedestrian circulation and basic transit service.

Neighborhood Collector Streets

Neighborhood collector streets provide access primarily to residential land uses and link neighborhoods to higher order roads. They generally have higher traffic volumes than local streets but through or non-local traffic is discouraged.

Major Collector Streets

Major collector streets serve several purposes including linking neighborhoods to the regional system of bicycle and automobile streets, and basic transit service. They typically provide direct access between residential and commercial developments, schools and parks and carry higher volumes of traffic than neighborhood streets. Major collector streets are also utilized to access industrial and employment areas and other locations with large truck and over-sized load volumes.

Rural Collector Roads

Rural collector roads are well connected in rural communities to distribute automobile traffic over large areas and generally connect to urban streets or rural arterials. Where rural collector streets connect to roads in adjacent counties, through traffic will occur with volumes greater than local rural roads. They may also provide for recreational trips by auto, bicycle and equestrian. Primary access is provided to land uses adjacent to the facility and over large rural districts. Rural collector roads provide for necessary truck transport of (agricultural, timber and minerals) out of rural districts.

ARTERIAL STREETS

Arterial streets comprise the regional transportation network, and provide for travel between communities in the county, and between counties. Arterial streets accommodate the full array of travel modes with the regional bikeway system, fixed-route transit network, goods delivery and higher volume automobile traffic than collector streets. Arterial streets connect to freeways and expressways, and collector streets. More intensive land uses occur along arterial street corridors and at arterial street intersections.

Minor Arterial Streets

Minor arterial streets are the lowest order arterial facility in the regional street network. They typically carry less traffic volume than principal and major arterials, but have a high degree of connectivity between communities. Access management may be implemented to preserve traffic capacity. Land uses along the corridor are a mixture of community and regional activities. Minor arterial streets provide major links in the regional road and bikeway networks; provide for truck mobility and transit corridors; and are significant links in the local pedestrian system.

Major Arterial Streets

Major arterial streets carry high volumes of traffic between cities in the county as part of the regional trafficway system. The major fixed-route transit network corresponds with arterial street corridors. Priority may be given to transit- and pedestrian-oriented land uses. Traffic includes trucks and goods delivery, substantial commute movements and controlled access to regional land uses along the corridor. Design and management of major arterial streets emphasizes

preservation of the ability to move auto and transit traffic by limiting accesses while also accommodating regional bikeways and pedestrian movements.

Principal Arterial Streets

Principal arterial streets connect to freeways and highways which serve travelers without an origin or destination in the county. This interstate and interregional traffic, including trucks, is in addition to regional traffic traveling between cities and counties, and traffic generated by intensive and higher density land uses along the arterial corridor. Thus, traffic volumes are high and access to adjacent land uses is limited to preserve the traffic capacity and reduce congestion along the principal arterial street. The ability to move auto, truck and regional bicycle traffic is preserved.

Rural Arterial Roads

Rural arterial roads are the primary means of access into the county's large rural districts, and often connect between counties to accommodate through movements. Rural arterials connect to freeways or highways, and link rural collector and local roads to the urban area and other regions. Rural arterial roads carry greater traffic volumes than rural collector roads, including commuters and other home-based trips, natural resource trips involving trucks, and recreational trips involving autos, bicycles and equestrians.

EXPRESSWAYS

Expressways principally serve interregional travel, and secondarily, regional and intercity travel. They are designed for moderate speeds, with limited and controlled

access to preserve capacity, and accommodate substantial traffic volumes including truck traffic. Cross streets are grade separated or limited to a few intersections with arterial streets. They typically have a center median and do not provide access to adjacent land uses. Pedestrian and bike facilities may be provided along the expressway, often on separated facilities.

FREEWAYS

Freeways are high speed roadways with grade-separated interchanges. They function to move goods and people between states, and between regions within Oregon. Freeways carry high volumes of traffic, much of which does not have an origin or destination in Multnomah County. Access to abutting properties is prohibited. Pedestrian traffic and bicycle traffic on urban freeways are also prohibited.

OVERLAY CLASSIFICATIONS

In addition to a streets basic functional classification, an overlying classification is used to further describe the design or function of a facility.

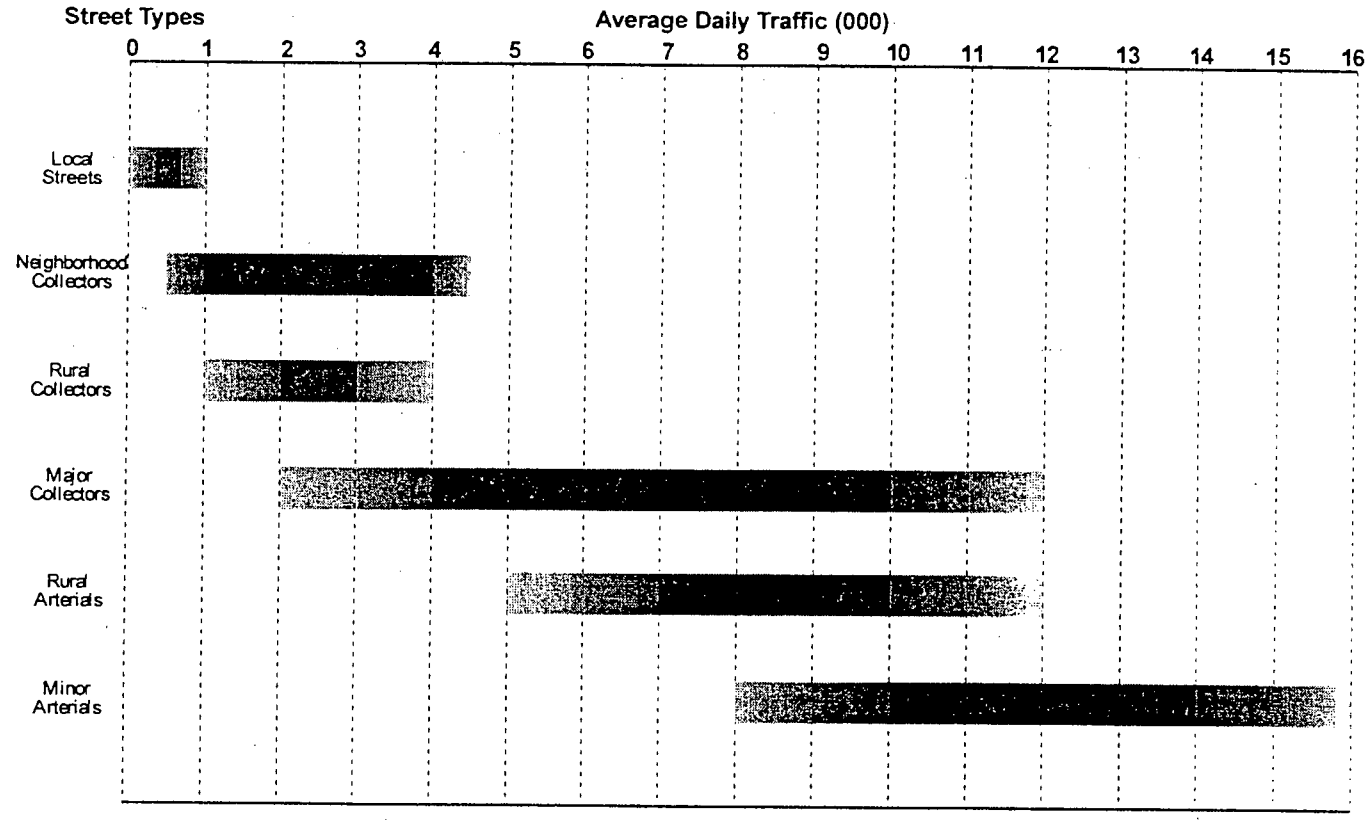
Scenic Routes

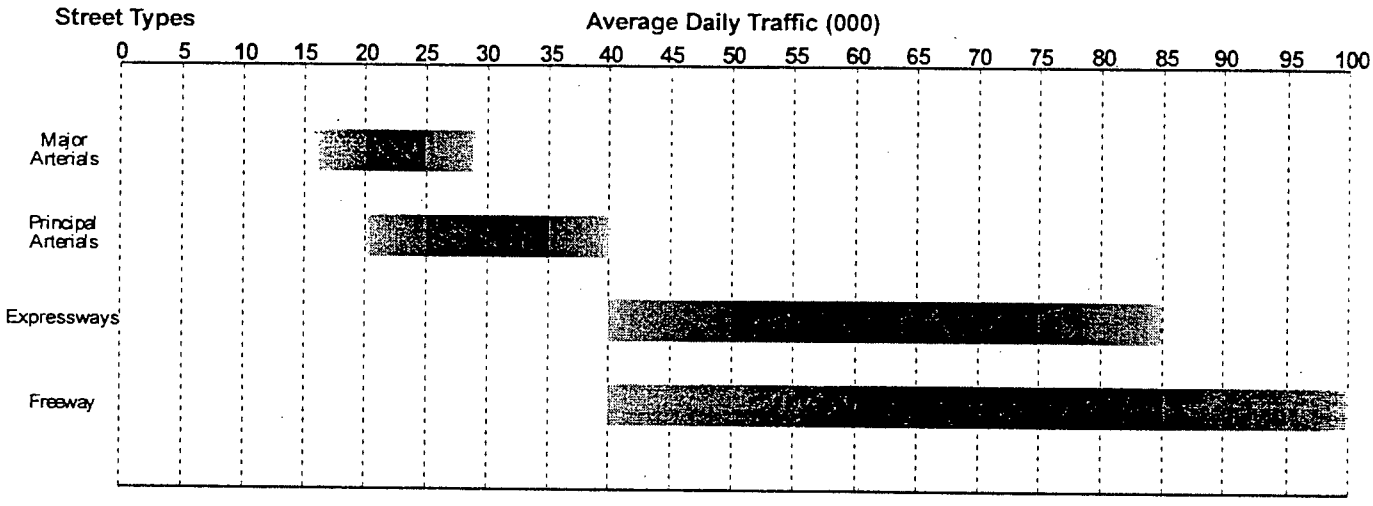
Scenic routes occur on streets that offer unique scenic views, and are used for recreational and scenic travel in addition to traffic appropriate to the facility functional classification. Unique designs and materials and other accommodations, or traffic restrictions, may be imposed to preserve and enhance the scenic character of the facility. Landscape treatments should incorporate native species that integrate roadway improvements with the scenic character of the area.

TRAFFIC VOLUME GUIDELINES

The following chart illustrates the extent of traffic volumes by functional classification of each type of facility. The upper and lower limits are design guidelines, actual volumes may vary.

Average Daily Traffic By County Street Classifications





Transportation Corridor Study Areas

Existing streets, proposed new streets, or alternative alignments may undergo evaluation concerning future capacity or operational changes. The outcome of a corridor analysis, feasibility study or environmental analysis may result in a change in functional classification. Functional classifications within these study areas are subject to change in the future pending the outcome of the evaluation.

TRAFFIC VOLUME GUIDELINES

The chart: Average Daily Traffic by County Street Classification illustrates the extent of traffic volumes by functional classification. The upper and lower limits are design guidelines, actual volumes may vary.

2. POLICY 34

POLICY 34: TRAFFICWAYS OF THE MULTNOMAH COUNTY COMPREHENSIVE FRAMEWORK PLAN IS AMENDED TO READ AS FOLLOWS: [NEW TEXT IS BOLDED AND UNDERLINED, WORDS AND SECTIONS APPEARING IN ~~STRIKE-OUT~~ ARE DELETED.]

The purpose of this policy is to direct the county to develop the existing trafficway system to maximize efficiency, and to consider the mobility of pedestrians by providing safe crossings.

POLICY 34

THE COUNTY'S POLICY IS TO DEVELOP A SAFE AND EFFICIENT TRAFFICWAY SYSTEM USING THE EXISTING ROAD NETWORK, AND BY:

(A.) ~~ESTABLISHING~~ **MAINTAINING** A ~~STREET~~ **TRAFFICWAY** CLASSIFICATION SYSTEM;

(B.) IMPROVING STREETS TO THE STANDARDS ESTABLISHED BY THE CLASSIFICATION SYSTEM, WHERE NECESSARY, AND/OR APPROPRIATE TO **MITIGATE** IDENTIFIED TRANSPORTATION PROBLEMS;

(C.) PLACING PRIORITY ON MAINTAINING THE EXISTING TRAFFICWAYS.

(D.) ~~MAKING IMPROVEMENTS TO THE EXISTING SYSTEM WHICH MAXIMIZES ITS CAPACITY RATHER THAN CONSTRUCTING NEW FACILITIES;~~**DEVELOPING ADDITIONAL TRANSPORTATION FACILITIES TO MEET COMMUNITY AND REGIONAL TRANSPORTATION NEEDS WHERE CAPACITY OF THE EXISTING SYSTEM HAS BEEN MAXIMIZED THROUGH TRANSPORTATION SYSTEM MANAGEMENT AND DEMAND MANAGEMENT MEASURES;**

(E.) PROVIDING **A** SAFE **AND CONVENIENT PEDESTRIAN ENVIRONMENT WITH** ROAD CROSSINGS **AND SIDEWALK NETWORK DESIGNED** FOR PEDESTRIAN~~S~~ **TRAVEL;**

(F.) LIMITING THE NUMBER OF, AND CONSOLIDATING INGRESS AND EGRESS POINTS ON ARTERIALS AND MAJOR COLLECTORS TO ~~IMPROVE~~ **PRESERVE** TRAFFIC FLOW;

(G.) REDUCING RELIANCE ON THE AUTOMOBILE AND ASSURING THAT THE PLANNED TRANSPORTATION SYSTEM SUPPORTS PATTERNS OF TRAVEL AND LAND USE WHICH WILL AVOID OR MITIGATE PROBLEMS OF AIR POLLUTION, TRAFFIC CONGESTION AND COMMUNITY LIVEABILITY;

G. **(H.)** ENCOURAGING RIDE-SHARE AND FLEXTIME PROGRAMS TO HELP MEET THE PROJECTED INCREASE IN TRAVEL DEMAND. THE COUNTY WILL WORK WITH METRO~~POLITAN SERVICE DISTRICT~~ AND TRI-MET TO DEVELOP RIDE-SHARE PROGRAMS, FLEXTIME, DEMAND MANAGEMENT, AND OTHER ~~APPROPRIATE~~ **TRANSPORTATION DEMAND** STRATEGIES TO ACHIEVE REGIONAL AND STATE TRANSPORTATION GOALS.

~~H.~~ **(I.)** IMPLEMENTING THE STREET STANDARDS CHAPTER 11.60 ~~AND ORDINANCE 162~~ **STREET STANDARDS CODES AND RULES**, INCLUDING ADHERENCE TO ACCESS CONTROL AND INTERSECTION DESIGN GUIDELINE CRITERIA, AND ESTABLISHING A PROCEDURE FOR ALLOWING VARIANCES FROM THAT ORDINANCE.

EXCLUDING THAT PORTION OF MULTNOMAH COUNTY INCLUDED IN THE COLUMBIA RIVER GORGE NATIONAL SCENIC AREA, THIS POLICY AND THE FUNCTIONAL CLASSIFICATION OF TRAFFICWAYS MAP ACCOMPANYING THIS POLICY SHALL CONTROL OVER CONFLICTING PROVISIONS OF

COMMUNITY PLANS OR OTHER PRE-EXISTING PLANS IN DETERMINING THE FUNCTIONAL CLASSIFICATION OF TRAFFICWAYS. TRAFFICWAYS LOCATED WITHIN THE COLUMBIA RIVER GORGE NATIONAL SCENIC AREA ARE SUBJECT TO AND SUPERSEDED BY PROVISIONS OF THE COLUMBIA RIVER GORGE NATIONAL SCENIC AREA MANAGEMENT PLAN.

3. STRATEGIES

POLICY 34: STRATEGIES OF THE MULTNOMAH COUNTY COMPREHENSIVE FRAMEWORK PLAN IS REPLACED IN ENTIRETY WITH THE FOLLOWING:

STRATEGIES

(1.) TRAFFICWAYS:

Adequate Trafficways are essential for the efficient movement of goods and people. County trafficways should be designed and built to accommodate travel by a variety of travel modes, to provide access to abutting properties and as locations for utilities within the trafficway right-of-way. To develop an efficient and safe trafficway system, the following strategies should be pursued.

(a.) Classification of Trafficways: Classify trafficways into a functional network that is integrated with land uses and travel needs. The hierarchy of the functionally classified network should be based on trip types and length, traffic volume and travel modes, and access to adjacent land uses within travel corridors.

(b.) System Efficiency: An inventory of the trafficway system should be maintained to determine current and future deficiencies as the basis for a capital improvement program. The trafficway system should : 1) be designed and operated to optimize travel capacities within acceptable levels of service, and 2) be consistent with land uses and transportation needs as determined by local and regional plans.

(c.) Fostering Choice: The trafficway system should be managed to provide opportunities for choices among available travel modes so that reliance on automobiles as single-occupant vehicles can be reduced, and so that total vehicle miles traveled as a measure of automobile use per capita can be reduced in the future, in accordance with the state Transportation Planning Rule.

(d.) Environmental and Social Values: Development and operation of the county trafficway system should promote air quality consistent with federal standards, preserve open space and agricultural and forest lands consistent with local plans, protect scenic views, protect neighborhood cohesiveness and historic and cultural sites, and minimize the dislocation of residents and businesses resulting from county transportation projects.

(e.) Safety: Safety is a primary objective in the development and operation of the trafficway system through traffic signing and signalization, speed limits and speed control measures, road design and access control measures. Through the use of accepted design and traffic management principles and practices, traffic accidents and conflicts between pedestrians, bicyclists, equestrians and motorists can be minimized.

(f.) Economics: Work with the business community and regional and state agencies to assure efficient movement of goods and services in and through the county, including coordination of the trafficway system with intermodal facilities, and use of public rights of way for power and telecommunication purposes.

(g.) Freight Movement: County trafficways shall provide for the movement of freight on facilities designed and built to accommodate the types and frequency of freight trips, and which provide for convenient access to major highways, industrial areas and resource extraction sites. County should identify a trafficway network for the purpose of freight movement.

(h.) Aesthetics: Trafficways are on important visual elements in the urban and rural environment. As public spaces, trafficways should facilitate the public's use of the right-of-way in a manner that provides an aesthetic benefit to the community through facility design, landscaping and their relationship to the natural and built environment.

(2.) TRANSPORTATION PLANNING

As part of Multnomah County's ongoing transportation planning program, the county should strive to anticipated and provide for the future travel needs of county residents, businesses and visitors.

(a.) Compliance with Rules and Regulations: Multnomah County should comply with existing and future state and federal legislation, and resulting rules and regulations, regarding environmental, energy, land

use and transportation measures affecting the County trafficways system.

(b.) Comprehensive Framework Plan Policy Revisions: Multnomah County should revise CFP Policy 33 to include Policy 33d: Pedestrianways that incorporates all policy references to the provision of pedestrian circulation, and a map of the County pedestrian network. CFP Policy 35: Public Transportation should be amended to incorporate all policy references to the transit classification system and transportation demand management, and a map of the County transit system.

(c.) Land Use Coordination: The transportation system should be planned and developed consistent with land uses to be served with consideration given to planned land uses in adopted plans and resulting forecasted future travel demands. The transportation system should be developed in coordination with the development of land uses.

(d.) System Optimization: Transportation planning should strive to solve existing transportation problems, in response to community input, by maximizing the operational capacity of the current system using available management techniques, and providing new or expanded facilities only where necessary.

(e.) Public Input: Community input is vital to the transportation planning process and should be sought at key points in each planning process, including project development.

(f.) Modal Plans: Modal plans should be developed to establish truck, pedestrian and transit networks on the county trafficway system in coordination with regional and local transportation plans, and the appropriate CFP policies amended to incorporate the network maps. Modal networks plans for the County trafficways and bikeways should be maintained in coordination with regional and local transportation plans.

(g.) Transportation Studies: Transportation studies and corridor analyses should be conducted to determine transportation needs, identify and analyze problems and alternative solutions, giving the public and communities the opportunity to participate in and effect the decision process.

Specific corridor studies should include:

Mt. Hood Parkway: A through-route connection between Interstate-84 and US-26 in the East County area.

201/202nd Avenues: Study of the capacity needs of a connection between Powell Blvd. and Sandy Blvd. in the vicinity of 201/202nd Avenue.

(3.) COMMUNITY DEVELOPMENT ORDINANCE

Measures to plan for, develop, and manage the county trafficway system should be codified in Multnomah County Code: Title II: Community Development.

(a.) Street Standards: Codes and Rules should be revised specifying characteristics, permitting requirements and operational measures necessary to implement the County transportation system identified in CFP Policies 33c, 33d, 34 and 35.

(b.) The Multnomah County Transportation Capital Improvement Plan and Program identifies and ranks by criteria of need, trafficway deficiencies and future capital needs, identifies future capital, and programs future transportation improvements based on a schedule of capital available for expenditure on the trafficway system.

(4.) STATE AND REGIONAL COORDINATION

Advise state and regional governments with regard to existing trafficways not under the county's jurisdiction. The county should alert the state and regional governments of required improvements, and should provide documentation as to public needs.

Approved this 27th day of July, 1995, being the date of its Second reading before the Board of County Commissioners of Multnomah County, Oregon.

(SEAL)

MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By _____

EPRJ1220.ORD

EXHIBIT B

MULTNOMAH COUNTY FUNCTIONAL CLASSIFICATION OF TRAFFICWAYS

FREEWAYS

ARTERIALS
- PRINCIPAL
  - Proposed
- MAJOR
  - Proposed
- MINOR
  - Proposed
- RURAL
  - Proposed

COLLECTORS
- MAJOR
  - Proposed
- NEIGHBORHOOD
  - Proposed
- RURAL
  - Proposed

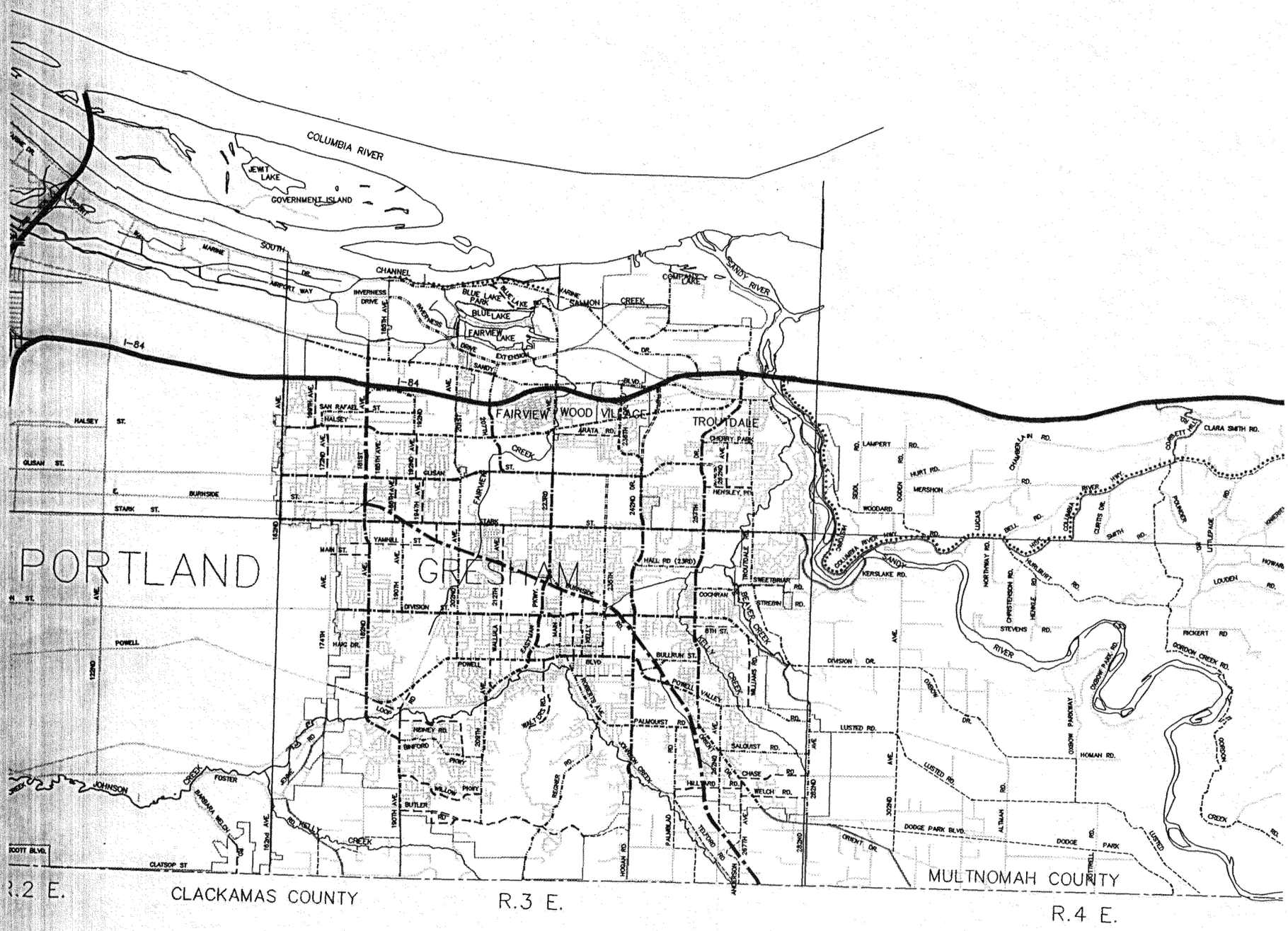
SCENIC ROUTE

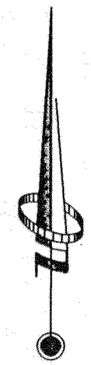
CITY BOUNDARIES

NOTE: Additional Streets shown are not classified by this map.

TRANSPORTATION STUDY CORRIDOR

- The Mt. Hood Parkway Study is examining the need for a through-route connection between I-84 and US-26 in the East County Area.
- The 201st/202nd Avenue Study will assess alternative means of north-south connections between Powell Blvd. and Sandy Blvd.





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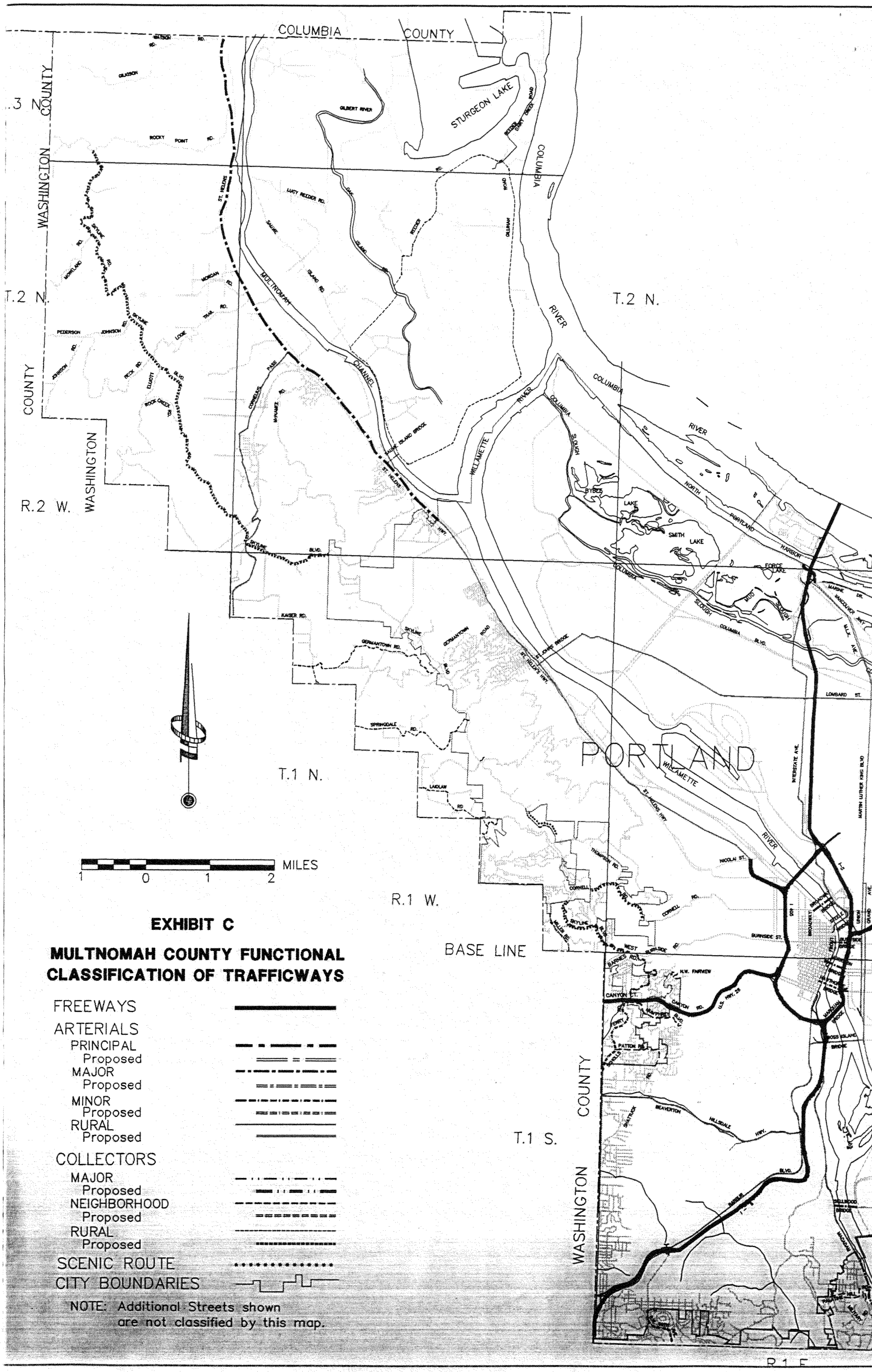

EXHIBIT C

MULTNOMAH COUNTY FUNCTIONAL CLASSIFICATION OF TRAFFICWAYS

- FREEWAYS
- ARTERIALS
  - PRINCIPAL
    - Proposed
  - MAJOR
    - Proposed
  - MINOR
    - Proposed
  - RURAL
    - Proposed
- COLLECTORS
  - MAJOR
    - Proposed
  - NEIGHBORHOOD
    - Proposed
  - RURAL
    - Proposed
- SCENIC ROUTE
- CITY BOUNDARIES

NOTE: Additional Streets shown are not classified by this map.

MEETING DATE: ~~JUL 20 1995~~ JUL 2 7 1995

AGENDA NO: ~~R-5~~ R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amend Ordinance MCC 5.10 Revising user fee rates for miscellaneous Transportation Division Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 10 Minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Environmental Services **DIVISION:** Transportation

CONTACT: Larry Nicholas **TELEPHONE #:** x 248-5050

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

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

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

An ordinance that amends MCC 5.10 to set fees that represent costs incurred by the Transportation Division for miscellaneous public works services. The amendment sets fees at actual costs in most instances, or at a level to recover the costs of provided services depending on the benefit to the user of the service.

The ordinance also transfers fees relating to county surveyor from MCC 11.45 to MCC 5.10 so that all fees for Transportation services are in the same ordinance, further changes costs from a fee to a deposit with actual costs being retained at completion.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betty H Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGENA.PLA/BTRJ1195.ORD Motion to Continue 1 week for 3rd Reading. 6/93

ORDINANCE FACT SHEET

Ordinance Title: Ordinance Amending Multnomah County Code 5.10 revising fees for miscellaneous public works services and transfers county surveyor fees from MCC 11.45 to MCC 5.10.

Give a brief statement of the purpose of the ordinance including the rationale for adoption, description of persons benefitted, alternatives explored:

This ordinance amends MCC 5.10 to set fees that represent costs incurred by the Transportation Division for miscellaneous public works services. The amendment sets a fixed fee at a level to recover the costs to provide services depending on the benefit to the user of the service. The ordinance transfers county surveyor fees now located in MCC 11.45 to MCC 5.10 so all fees for transportation services are located in the same ordinance. The ordinance further changes the majority of fees to a deposit with actual costs being retained at completion.

What other local jurisdictions have enacted similar legislation?

Washington, Clackamas, and Marion Counties have established survey fees at the deposit levels we are requesting; their survey recording fees are the same as fees we are requesting. The fees for vacations is below those currently collected by city of Portland and Clackamas County, and permit fees are the same as, or lower than the city of Portland and Clackamas County.

What has been the experience in other areas with this type of legislation?

It is common practice with most local governments to fully recover costs for providing services considered to be user fees.

What is the fiscal impact, if any?

This amendment will enable the county to recover the majority of the costs for these services.

(Please use other side if you need more space)

SIGNATURES

Person Filling Out Form: Lam E. Nicholas

Planning & Budget (if fiscal impact): _____

Department Manager/Elected Official: Betsy H Williams

FACTSHET.ORD/BTRJ1195.ORD

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Betsy Williams, DES Director
Larry F. Nicholas, P.E., Director of Transportation

TODAY'S DATE: May 18, 1995

REQUESTED PLACEMENT DATE:

RE: Ordinance amendment to revise user fee rates for Transportation Division services

I. Recommendation/Action Requested:

Approval of an ordinance amending MCC 5.10 to revise user fees for miscellaneous public works services, and transfer county surveyor fees currently in MCC 11.45 to MCC 5.10.

II. Background/Analysis:

In August 1994, the Board of County Commissioners adopted a Financial and Budget Policy for Multnomah County that establishes user fees and service charges at a level to recover the costs to provide services depending on the benefit to the user of the service, ability of the user to pay for the services, benefit to county citizens and the type of service provided.

The current fee structure in MCC 5.10 is a combination of specific set fees, and charges that represent the "actual cost" incurred by the Transportation Division for miscellaneous public works services. Those services that charge "actual cost" are calculated by reference to the hourly cost of employee time. MCC 5.10 provides that a schedule of public works fees shall be posted at the Department of Environmental Services main office. Those costs may increase over time, as salaries increase.

III. Financial Impact:

This ordinance amendment will reduce the amount of General Fund support for survey support by an estimated $30,000 per fiscal year by the county recovering the actual costs as per the August 1994 Financial and Budget Policy. The Road Fund will receive a slight increase by charging actual costs for street vacations and over-dimensional building and boat moves, estimated increased revenue of $10,000.

IV. Legal Issues:

This ordinance is amending the Multnomah County Code, and some items which are covered in various chapters of the Oregon Revised Statutes are being eliminated from the County Code as being duplications and possibilities of conflicts.

V. Controversial Issues:

There may be some controversy brought forth by the engineering and surveying providers, as well as over-dimensional movers as an increase of their costs. This amendment is following the policy set by the Board of County Commissioners to recover costs.

VI. Link to Current County Policies:

This amendment to the code is consistent with the Board's Financial and Budget Policies adopted in August 1994.

VII. Citizen Participation:

Possibly input from over-dimensional movers and also from survey and engineering firms.

VIII. Other Government Participation:

None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

An Ordinance amending fees for action proceedings and administrative actions under MCC 5.10 and moving county surveyor fees from MCC 11.45 to MCC 5.10.

(Language in [bracket\~~strikeout~~] is to be deleted; underlined language is new.)

Multnomah County ordains as follows:

SECTION I. FINDINGS

A. In August 1994, the Board of County Commissioners adopted a Financial and Budget Policy for Multnomah County that establishes user fees and service charges at a level to recover the costs to provide services depending on the benefit to the user of the service, ability of the user to pay for the services, benefit to County citizens and the type of service provided.

B. The current fee structure in MCC 5.10 is a combination of specific set fees, and charges that represent the "actual cost" incurred by the Transportation Division for miscellaneous public works services. Those services that charge "actual cost" are calculated by reference to the hourly cost of employee time, overhead, and other related costs, MCC 5.10 provides that a schedule of public works fees shall be posted at the Department of Environmental Services, Transportation Division's main office. Those costs may increase over time, as salaries and other related costs increase.

SECTION II. CODE AMENDMENTS

A. Multnomah County Code Section 5.10.215(A) is amended to read as follows:

(A) For overweight or over-dimensional moves, except for [~~house~~] moves as specified in MCC 5.10.215(B), either single trip or annual permit, the fee shall be [~~$6.00~~] $8.00. Future fee increases by the Oregon Department of Transportation shall automatically

increase the county's fee for this service to the same level, without future action of the Board of County Commissioners.

B Multnomah County Code Section 5.10.215(B) is amended to read as follows:

(B) For building and structure move permits issued under authority of ORS 483.502 to 483.536[~~, the basic fee shall be $30.00~~]. All permittees shall post a deposit of $1,000.00 prior to issuance of a permit. [~~There shall be an additional charge of 125.00 percent of the actual cost incurred by the county crews for removal or lifting of traffic control devices, or for any other expense incurred by the county directly related to the building or structure move.~~] Non-refundable permit application, investigation and issuance fees for structures under fourteen (14) feet in width and fifteen (15) feet in height shall be $115.00. For structures exceeding the above- dimensions the non-refundable permit fee shall be $145.00. Inspection fees to be billed at the actual costs incurred by the county including overhead and equipment costs. For over-dimensional moves other than house moves the non-refundable permit fees for heights over seventeen (17) feet in width shall be $75.00 for a normal workday, and $350.00 for holidays and weekends.

C. Multnomah County Code Section 5.10.215(E) is amended to read as follows:

(E) For permits issued for construction or reconstruction of driveway approaches the fee shall be:

(1) [~~$35.00~~]$90.00 first driveway approach.

(2) [~~$20.00~~] $60.00 each additional driveway approach inspected at the same time as first approach.

(3) Common accessway permit fees for plan review and inspection shall be $120.00

or $0.06 per square foot of common accessway, whichever is greater. The above fee will include the first driveway approach fee under section 5.10.215(E).

(4) $90.00 for agriculture approaches.

(5) $90.00 for temporary logging approaches.

D. Multnomah County Code Section 5.10.215(F) is amended to read as follows:

(F) For permits issued for sewer connections the fee shall be [~~$30.00~~]$120.00 per connection. [~~The fee shall be $90.00 for a sewer tap performed by Multnomah County, plus $50.00 for a callback.~~]

E. Multnomah County Code Section 5.10.215(G) is amended to read as follows:

(G) For a drilling or boring test hole permit the fee shall be [~~$30.00~~]$84.00 each.

F. Multnomah County Code Section 5.10.215(I) is amended to read as follows:

(I) For sidewalk construction or reconstruction the fee [~~for the first lineal feet~~] shall be [~~$20.00 with driveway or $30.00 without driveway. For each additional 50 lineal feet of sidewalk or portion thereof the fee shall be $10.00.~~]$0.25 per square foot with a minimum fee of $10.00. For curb construction or reconstruction the fee shall be $0.35 per lineal foot with a minimum fee of $10.00.

G. Multnomah County Code Section 5.10.215(O) is amended to read as follows:

(O) [~~A fee equal to the county's plan review and/or inspection cost and overhead shall be charged for each permit authorizing work under ORS 374.305 not already in this section.~~] A permit deposit for each permit authorizing work under ORS 374.305 not covered in this section shall be 120 percent of estimated amount of charges based on the estimated hours or part thereof for plan review and/or inspection. The final fee

will be determined at completion of the project based on the actual costs incurred by Multnomah County including overhead and other related costs. The difference between the two amounts will be billed or refunded to the permit holder with the minimum fee being $50.00.

H. Multnomah County Code Section 5.10.215 is amended to read as follows:

(Q) For temporary closure of any street or any portion of a street the fee shall be $84.00.

I. Multnomah County Code Section 5.10.220(A) is amended to read as follows:

(A) For plan review and inspection of any storm [~~and sanitary~~] sewer line installation[~~s~~], when completed facilities are to be maintained by the county the fee shall be:

Estimated or Bid Construction Cost	Fee
$ 0.00 — $ 1,000.00	$50.00
1,000.00 — 5,000.00	$50.00 plus 1.25% over $1,000.00
5,000.00 — 10,000.00	$100.00 plus 1.00% over $5,000.00
10,000.00 — 15,000.00	$150.00 plus 0.90% over $10,000.00
15,000.00 — 20,000.00	$195.00 plus 0.80% over $15,000.00
20,000.00 — 25,000.00	$235.00 plus 0.70% over $20,000.00
25,000.00 — 30,000.00	$270.00 plus 0.60% over $25,000.00
30,000.00 — 35,000.00	$300.00 plus 0.50% over $30,000.00
35,000.00 — 40,000.00	$325.00 plus 0.40% over $35,000.00
40,000.00 — 45,000.00	$345.00 plus 0.30% over $40,000.00
45,000.00 — 50,000.00	$360.00 plus 0.20% over $45,000.00
50,000.00 and over	$370.00 plus 0.74% over $50,000.00

J. Multnomah County Code Section 5.10.220(F) is amended to read as follows:

(F) Plan review and inspection fees will be established by the director for connections to a county system where the development area is not discernable or applicable. [~~The fees established by the director shall be based upon actual cost to the extent practicable.~~] A deposit shall be 120 percent of estimated amount of charges based on the estimated hours or parts thereof required for plan review and/or inspection. The final fee will be determined at completion of the project based on costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be billed or refunded to the permit holder.

K. Multnomah County Code Section 5.10.225 is amended to read as follows:

A request for a preliminary feasibility study for possible vacation of a county road shall require a non-refundable fee of $200.00. Each filing of a county road vacation application shall be accompanied by a [~~fee of $300.00~~] deposit of 120 percent of estimated costs based on the estimated hours or parts thereof required to investigate and process the petition. The minimum fee shall be $1,000.00 plus an additional $65.00 for the county surveyor to post the street vacation as required by ORS 271.230(2). This does not include any recording fee collected by the county clerk. The final fee will be determined at completion of the project based on actual costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit, for deposits exceeding $1,000.00, will be billed or refunded to the applicant. An approved county road vacation shall not be recorded until any additional amounts are paid.

L. Multnomah County Code Section 5.10.230 is amended to read as follows:

[~~(A) The director of the Department of Environmental Services shall adopt administrative~~

~~rules establishing a flexible fee schedule for public right-of-way improvements through a permit process for the design and construction administration, establishing billing utilizing current costs accounting system and other procedures necessary for administration of the fees authorized by this section. These rules shall include a procedure by which any permittee may obtain a review of his charges by a qualified county official who is not employed within the Department of Environmental Services.~~]

[~~(B)~~](A) The county will prepare a preliminary engineer's estimate outlining the scope of work to be performed and the estimated cost. The [~~fee~~] deposit schedule will be determined from the engineer's estimated construction cost.

(B) The Construction Permit Deposit Schedule for engineering, design, project management, and administration shall be as follows:

Project Cost as Estimated by Multnomah County	Deposit
Minimum Deposit	$800.00
$4,000 to $10,000	20%
$10,000 to $50,000	$2,000 plus 12.0% over $10,000
$50,000 and over	$6,800 plus 10.0% over $50,000

[~~(C)~~] The resulting fees are intended to reflect reasonable costs incurred in designing, estimating, surveying, coordinating utility problems, inspecting, installing or relocating traffic controls and guide and normal administrative costs. [~~If actions of the developer or contractor require call-back by survey parties or inspectors there may be additional fees imposed in amounts determined by the director based on time and material costs. Projects requiring more than one year for completion may also be subject to additional fee charges in amounts determined by the director based on time and material costs.~~]

The above is a deposit only. The actual charges will be based on actual costs including overhead and other related costs, final fee will be determined at the completion of the project. The difference between the actual costs and the deposit will either be billed or refunded to the permit holder.

M. Multnomah County Code Section 5.10.235 is amended to read as follows:

For services provided by the department in connection with design, plan review and inspection of item not set forth elsewhere the department shall charge fees sufficient to cover the actual cost of services. [~~Charges shall be determined on an hourly cost to the department of providing the services. The director of the department shall cause a schedule of any charges based upon an hourly rate to be posted at the department's main office.~~]

The following are deposits only. The actual charges will be based on actual costs including overhead and other related costs, determined at the completion of the project. The difference between the actual costs and the deposit will either be billed or refunded to the permit holder.

Project Cost as Estimated by Multnomah County	Deposit
Minimum Deposit	$800.00
$4,000 to $10,000	20%
$10,000 to $50,000	$2,000 plus 12.0% over $10,000
$50,000 and over	$6,800 plus 10.0% over $50,000

N. Multnomah County Code Section 5.10.265 is amended to read as follows:

Each filing of a map of survey shall be accompanied by a fee of [~~$45.00~~]$100.00.

O. Multnomah County Code Section 5.10.275 is amended to read as follows:

(A) Fees are based on the following procedures and requirements on partition, subdivision and condominium plats.

[~~(A)~~](1) Submit a boundary survey to the county surveyor a minimum of thirty (30) days prior to the submission of the final subdivision or condominium plat. If warranted, the county surveyor may waive this requirement.

[~~(B)~~](2) In addition to the requirements of ORS 209.250, a survey, and a partition plat if a separate survey has not been filed shall show all obvious encroachments or hiatus created by deeds, buildings, fences, cultivation, previous surveys and plats, or similar means and any other conditions that may indicate that the ownership lines as surveyed may be different than those shown on the survey.

[~~(C)~~](3) The county surveyor may refuse to approve a plat if the surveyor finds an encroachment or hiatus. Evidence that the hiatus or encroachment has been eliminated may be required, or the county surveyor may require that it be shown on the plat if it cannot be eliminated.

[~~(D)~~](4) All partition, subdivision, and condominium final plats, including those inside city limits, shall be checked and approved by the county surveyor prior to recording. No plat shall be recorded without such approval. This approval by the county surveyor shall be valid for thirty (30) days from the date of approval to the date submitted for recording, after 30 days the approval is withdrawn and must be resubmitted.

[~~(D)~~](5) All partition, subdivision, and condominium final plats submitted for approval shall be accompanied by a report, issued by a title insurance company, or authorized agent to perform such services in Oregon,

setting forth ownership and all easements of record, together with a copy of the current deed and easements for the platted property, and copies of the deeds for all abutting properties and other documentation as required by the county surveyor. The report shall have been issued no more than 15 days prior to plat submittal to the county surveyor. A supplemental report may be required by the county surveyor.

(B) A deposit for the following county surveyor functions shall be made with the submission of the material. The final fee will be determined at completion of the project based on actual costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be paid prior to approval of the final plat or refunded to the applicant; the survey filing fee is non-refundable.

(1) Partition Plat Review, the deposit shall be:

Base Deposit	$480.00 plus
Survey Filing Fee	$100.00

(2) Pre-monumented Plat Review, the deposit shall be:

Base Deposit	$700.00 plus
Survey Filing Fee	$100.00 plus
Per Lot, Tract, or Parcel	$ 35.00 each, plus
Per gross acre of the subdivision if the average lot size exceeds 15,000 sq. ft.	$ 31.00 per acre

(3) Post-Monumented Plat Review, the deposit shall be:

An estimate by the county surveyor based on the complexity of the plat at 120%

of the estimate; the minimum deposits shall be:

Base Deposit	$795.00 plus
Survey Filing Fee	$100.00 plus
Per Lot, Tract, or Parcel	$ 45.00 each, plus
Per gross acre of the subdivision if the average lot size exceeds 15,000 sq. ft.	$ 31.00 per acre

(4) For Condominium Plat Review, the deposit shall be:

Base Deposit	$770.00 plus
Each Building	$105.00 each, plus
Survey Filing Fee	$100.00

(C) Posting of Street Vacations in accordance with ORS 271.230(2) $65.00

(D) Review, Approval, and Posting of Affidavits of Correction $45.00 plus county clerk's recording fee

[~~(C)~~](E) For services required by ORS 100.115 in connection with reclassification or withdrawal of variable property from unit ownership as provided in ORS 100.115(1) or (2), or removal of property from any condominium plat as provided in ORS 100.600(2), the fee will be $150.00.

~~[(B) For services required by ORS 209.255 in connection with affidavits of correction of any recorded survey map or narrative, the fee will be $40.00.~~

~~(D) For services required by ORS 92.170 in connection with affidavits of correction~~

~~of any recorded subdivision plat or partition plat, and for affidavits of correction of any recorded condominium plat, or any condominium floor plan recorded prior to October 15, 1983, as authorized by ORS 100.115(7), the fee will be $85.00.~~]

P. Multnomah County Code Section 11.45.700 is amended to read as follows:

Two prints of the subdivision or partition plat shall accompany the final drawing[~~, which shall be prepared as follows~~]:

[~~(A) The final subdivision or partition plat shall be drawn in the manner provided by ORS 92.080 and shall include an exact copy thereof, according to subsection (2) of ORS 91.120.~~]

(A) All applicable requirements as established by the Oregon Revised Statutes, Chapters 92 and 209.

[~~(B) The final subdivision or partition plat shall be subject to the requirements of subsection (2) of ORS 209.250.~~]

Q. Multnomah County Code Section 11.45.710 is amended to read as follows:

In addition to the information required to be shown on the tentative plan, the following shall be shown on the subdivision plat or partition plat:

[~~(A) The information required by subsection (1) and (2) of ORS 92.070 and subsection (3)(a), (b), (c), and (f) of ORS 92.090.~~

~~(B) Recording numbers of existing surveys which are identified, related to the plat or map by distances and bearings, and related to a field book or map by any of the following:~~

~~(1) Stakes, monuments or other evidence found on the ground and used to determine the boundaries of the land division;~~]

[~~(2)~~](A) Corners of adjoining subdivision or partitions[~~; or~~].

[~~(3) Other monuments found or established in making the survey or required to be set by law.~~]

[~~(C)~~] (B) The location, width and centerline of streets and easements abutting the boundaries of the land division.

[~~(D)~~] (C) Normal floodplain or high-water line for any creek or other minor body of water or natural drainageway and the 100-year flood line of any major water body.

[~~(E) Tract, block, and lot or parcel boundary lines and street rights-of-way and centerlines, with dimensions, bearings or deflection angles, radii arc, points of curvature and tangent bearings. Tract boundaries and street bearings shall be shown to the nearest second with basis of bearings. Distances shall be shown to the nearest 0.01 feet. All curve data, including length of chord and chord bearing, shall be shown in tabular form. Arc lengths shall be shown on the lines.~~

~~(F) The width of the portion of any street being created and the width of any existing right-of-way. For a curved street, curve data shall be based on the street centerline. In addition to the centerline dimensions, the radius and central angle shall be indicated. Each public street shall be named. The ownership of each private street shall be shown.~~

~~(G) Easements shall be clearly identified as to intended purpose. Book and page numbers shall be provided for any easement of record. If an easement is not of record, a description of the nature of the easement shall be given. The width of the easement, its length and bearing, and sufficient ties to locate the easement with respect to the land~~

~~division shall be shown. If an easement is being dedicated by a plat, it shall be so indicated in the owner's certificate of dedication.~~

~~(H) For a subdivision, lot numbers beginning with the number "1" and numbered consecutively.~~

~~(I) Reserved.~~

~~(J) Lot and block numbers in an addition to a subdivision of the same name, shall be a continuation of the numbering in the original subdivision.~~

~~(K) Identification of land to be dedicated for any purpose, public or private, in a manner sufficient to distinguish it from lots or parcels intended for sale.~~

~~(L) The following certificates, which may be combined where appropriate:~~

~~(1) For a subdivision, a certificate signed and acknowledged by all parties having any record title interest in the land, consenting to the recording of the plat.~~

~~(2) For a subdivision, a certificate signed and acknowledged as above, dedicating to the public all land and common improvements intended for public use.~~

~~(3) For a subdivision or partition, a certificate with the seal of and signed by the surveyor responsible for the survey and the final plat or map.~~]

[~~(4)~~](D) [~~Other~~] Certifications required by law.

(E) Ownership of each private street to be shown.

R. Multnomah County Code Section 11.45.720 is amended to read as follows:

The following shall accompany the subdivision plat or partition plat, as appropriate:

[~~(A) A title report issued by a title insurance company if any real property is to be dedicated to the public.~~

~~(B) Sheets and drawings showing the following:~~

~~(1) Traverse data including the coordinates of the boundary of the land division and ties to section corners and donation land claim corners. The error of closure shall not exceed 1:10,000. All error is to be removed by adjustment on the plat or map.~~

~~(2) The computation of the distances, angles and courses shown on the plat or map.~~

~~(3) Ties to existing monuments, proposed monuments, adjacent subdivisions or partitions and street corners.~~]

[~~(C)~~](A) A copy of any proposed deed restrictions applicable to the subdivision or partition.

[~~(D)~~](B) A copy of any dedication requiring separate documents.

[~~(E)~~](C) A copy of the future street plan, when required, as recorded according to MCC 11.45.170(A).

S. Multnomah County Code Section 11.45.730 is amended to read as follows:

(A) The subdivision plat or partition plat and all required material shall be filed with the planning director for final approval. Within ten business days of filing, the planning director shall determine whether the material conforms with the approved tentative plan and with the applicable requirements of this chapter. If the planning director determines that there is not such conformity, the applicant shall be so advised and afforded an opportunity to make corrections. When the plat is found to be in conformity, it shall be signed and dated by the planning director.

[~~(B) Following review and approval of a subdivision or partition plat, the planning director shall:~~

~~(1) Obtain the approval signature thereon by the county surveyor, certifying~~

~~that the subdivision plat complies with all applicable laws. Before so certifying, the county surveyor may cause field investigations to be made to verify that the plat survey is sufficiently accurate. If it is determined that there has not been full compliance, the applicant shall be so notified and afforded an opportunity to make corrections. When the plat is found to be in conformity, it shall be signed and dated by the county surveyor;~~

~~(2) As required by ORS 92.110 obtain the approval signatures thereon of the board of directors, or board's delegate, of an irrigation district, drainage district, water control district or district improvements company, if the subdivision is within such district.~~

~~(3) In the case of a subdivision, obtain the approval signatures thereon of the chair of the Board of County Commissioners or the chair's delegate, certifying that the plat is approved;~~

~~(4) Obtain the approval signature thereon from the division of Assessment and Taxation certifying that all taxes on the property have been paid or bonded for in accordance with state law;~~

~~(5) Deliver the approved subdivision plat and accompanying documents to the Recording Section of the public office responsible for public records for recording; and~~

~~(6) Notify the applicant that the approved subdivision plat and accompanying documents have been delivered to the Recording Section and may be offered for record.~~]

[~~(C)~~](B) No building permit shall be issued or parcel sold, transferred or assigned until

the partition plat has been approved by the planning director and county surveyor and recorded with the public office responsible for public records.

T. Multnomah County Code Section 11.45.810 (G) is amended to read as follows:

[~~(G) Final plat survey check:~~

~~(1) For subdivision as follows:~~

~~(a) The fee to be paid by the applicant to the county surveyor for checking subdivision plats having all boundary and lot corner monuments in place on the subdivision site at the time of inspection by the county surveyor, shall be $500.00 plus $25.00 for each lot contained in the subdivision.~~

~~(b) The fee to be paid by the applicant to the county surveyor for checking subdivision plats having all boundary angle points and all points of intersection of parcel lines with the boundary marked by monuments at the time of inspection by the county surveyor, but with the interior parcel and roadway monuments to be delayed in accordance with ORS 92.060(5) shall be $650.00 plus $35.00 for each lot contained within the subdivision.~~

~~(2) For partitions: The fee to be paid by the applicant to the county surveyor for checking partition plats as required by ORS 92.100(3) shall be $300.00.~~

~~(3) In addition to the above fees the applicant shall pay to the county surveyor for repeated calculations and review due to necessary data changes or erroneous data, and necessary repeated field inspections due to omitted, erroneously placed, disturbed or destroyed monuments, an amount equal to the actual cost to the department of environmental services determined at the hourly rate as~~

~~follows:~~

~~(a) Office checking and calculation: $30.00 hourly.~~

~~(b) Field checking and inspection: $100.00 hourly.~~

~~(4) The fees to be paid by the applicant for the services of the county surveyor described in subsection (1) and (2) of this section are payable to the county surveyor in advance of inspections, at the time the final subdivision plat and/or survey map is submitted to the office of county surveyor. Any fees necessarily assessed for services of the county surveyor described in subsection (3) of this section shall be payable prior to approval of the subject plat.~~

~~(5) As used in this section, "lot" means a unit of land that is created by a subdivision of land, and a "tract" will be considered a lot, except for street plugs.~~]

Approved this ____ day of _____ 1995, being the date of its _____ reading before the Board of County Commissioners of Multnomah County, Oregon.

Board of County Commissioners
for Multnomah County, Oregon

_____

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By_____
Assistant County Counsel

MEETING DATE: JUL 27 1995

AGENDA NO: R-7

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Contract with Housing Authority of Portland.

BOARD BRIEFING *Date Requested:* _____

Amount of Time Needed: _____

REGULAR BRIEFING *Date Requested:* _____

Amount of Time Needed: Consent

DEPARTMENT: _____ *DIVISION:* Community & Family Svcs

CONTACT: Lolenzo Poe/Rey España *TELEPHONE:* 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lolenzo Poe/Rey España

ACTION REQUESTED:

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

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

Intergovernmental agreement with Housing Authority of Portland to provide two services: (1) Mi Casa, a program of group living units for low income persons who have both serious mental illness and substance abuse problems; and (2) Project Open Door, to provide housing for persons with HIV disease.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lolenzo Poe mrb

BOARD OF COUNTY COMMISSIONERS
1995 JUL 12 PM 4:23
MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

7-28-95 originals sent to Wendy Lebow.

S:\ADMIN\CEU\CONTRACT\HAP96.BCC

MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lolenzo Poe, Director Lolenzo Poe mcs
Community and Family Services Division

DATE: June 5, 1995

SUBJECT: Intergovernmental Agreement for FY 96: Housing Authority of Portland

---

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the attached Intergovernmental Agreement with Housing Authority of Portland, for the period through June 30, 1997.

II. Analysis/Background: The Community and Family Services Division is contracting with the Housing Authority of Portland for two projects: (a) Mi Casa, a joint project with Mt. Hood Community Mental Health Center, to provide group living units for low-income persons who have both serious mental illness and substance abuse problems; and (b) Project Open Door, a joint project with Cascade AIDS Project, to provide housing for persons with HIV disease.

III. Financial Impact: The contract is for $227,000, and is funded by two federal sources, HOME and Community Development Block Grant monies. Funds for this contract are included in the Division budget.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: The project is consistent with funding policies developed through the Policy Advisory Board of the Community Development Program for FY 1994-95.

VII. Citizen Participation: The project selection process involves public hearings.

VIII. Other Government Participation: Funds come from the federal government and will be contracted with the Housing Authority of Portland.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract #102276

Prior-Approved Contract Boilerplate:_ Attached; x Not Attached

Amendment #____

CLASS I	CLASS II	CLASS III
[ ] Professional Services under $25,000	[ ] Professional Services over $25,000 (RFP, Exemption) [ ] PCRB Contract [ ] Maintenance Agreement [ ] Licensing Agreement [ ] Construction [ ] Grant [ ] Revenue	[x] Intergovernmental Agreement [ ] Intergovernmental Revenue Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-7 DATE 7/27/95 Carrie A. Parkerson BOARD CLERK

Department:_____ Division: Community & Family Services Date: May 31, 1995

Administrative Contact: Wendy Lebow Phone: 248-3691 ext 6233 Bldg/Room 161/2nd

Description of Contract:

Contract for Mi Casa (group living units and services for dual diagnosed adults) and Project Open Door (housing and services for persons with HIV disease).

RFP/BID #: CDBG Application Date of RFP/BID: 4/95 Exemption Expiration Date:_____

ORS/AR #_____ Contractor is [ ]MBE [ ]WBE [ ]QRF

Contractor Name : **Housing Authority of Portland**

Mailing Address: **135 SW Ash**
Portland, OR 97204

Phone: **(503) 273-4515**

Employer ID# or SS#: **93-6001547**

Effective Date: **July 1, 1995**

Termination Date: **June 30, 1997**

Original Contract Amount: $ n/a

Total Amt of Previous Amendments: $ n/a

Amount of Amendment: $ n/a

Total Amount of Agreement: **$227,000**

Remittance Address (if different)_____

Payment Schedule / Terms

[ ]Lump Sum $_____ [ ]Due on Receipt

[x]Monthly $ Per Invoice [ ]Net 30

[ ]Other$_____ [ ]Other

[ ]Requirements contract - Requisition Required

Purchase Order No._____

[ ]Requirements Not to Exceed $_____

Encumber: Yes[ ] No[ ]

REQUIRED SIGNATURES:

Department Manager: Lolenzo Poe mds Date: 6/6/95

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: Katie Gaetjens Date: 7/7/95

County Chair/Sheriff: Beverly Stein Date: 7/27/95

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: $			
LINE NO.	FUND	AGENCY	ORGANI-ZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

S:\ADMIN\CEU\CONTRACT\HAP96.CAF

COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT APPROVAL FORM SUPPLEMENT

7/3/95

Contractor : HOUSING AUTHORITY OF PORTLAND

Vendor Code : GV8518A

Fiscal Year : 95/97

Amendment Number : 0

Contract Number :

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
1	156	010	1460	H51G	6060	9408F	CD CDBG #17 CD Group Home Services for Dually Diagnosed	72,524.00			
2	156	010	1460	H51G	6060	9415F	CD HOME CD Group Home Services for Dually Diagnosed	39,476.00			
3	156	010	1460	H51H	6060	9415F	CD HOME CD Housing & Services for HIV Clients	115,000.00			
TOTAL								227,000.00			0.00

PART A. INTERGOVERNMENTAL AGREEMENT #102276

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Community and Family Services Division, hereafter called COUNTY, and

Housing Authority of Portland (HAP)
135 SW Ash
Portland, Oregon 97204

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services:

A. Mi Casa. Group living units for five chronically dual diagnosed (serious mental illness and substance abuse problems) adults with incomes below 50% MFI. Project will be owned by CONTRACTOR, who will provide major maintenance.

Mt. Hood Community Mental Health Center will provide day-to-day maintenance, management of complex, operate the program and provide supportive services. Grant funds will be used for acquisition and construction.

B. Project Open Door. Project will provide six 2-bedroom units for 12 persons with HIV disease and with income below 50% MFI and a resident manager unit. The project will be owned by CONTRACTOR, who will provide major maintenance.

Cascade AIDS Project will provide day-to-day maintenance, management of complex, operate the program and provide supportive services. Grant funds will be used for acquisition and construction.

2. **COMPENSATION.** COUNTY will pay CONTRACTOR up to $227,000, per invoice billing, as follows:

A. Mi Casa. Up to $112,000 will be paid for acquisition and/or construction when the #4. Special Conditions of this Agreement are met.

B. Project Open Door. Up to $115,000 will be paid for acquisition and/or construction when the #4. Special Conditions of this Agreement are met.

3. **TERM.** The CONTRACTOR'S services will begin upon execution of this Agreement and terminate when completed but no later than June 30, 1997.

4. **SPECIAL CONDITIONS.** The CONTRACTOR will meet the following conditions in order to receive payment under this agreement:

A. Acquisition and Relocation

- Any acquisition of real property by a unit of government for any activity assisted under this Agreement which occurs on or after the date of the COUNTY's submission of its Block Grant application to HUD will comply with Title III of the Federal Uniform Relocation Assistance and

Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR Part 42 as provided in 24 CFR 570.606.

- Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the COUNTY's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the Regulations at 24 CFR Part 42. The CITY will comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR Section 570.606.

B. Obtain Environmental Clearance

C. Spend Down Funds Within 24 Months

5. **CONTRACT DOCUMENTS.** This Contract consists of this Part A: Intergovernmental Agreement, Part B. Conditions of Intergovernmental Agreement, Part C. Program General Conditions: Community Development Program, and Exhibit A (workers compensation).

MULTNOMAH COUNTY, OREGON

BY Lolenzo Poe mms 6/6/95
Director, Date
Community & Family Services Division

BY Beverly Stein 7-27-95
Beverly Stein, Date
Multnomah County Chair

HOUSING AUTHORITY OF PORTLAND

BY _____ _____
Date

TITLE

BY _____ _____
Date

TITLE

REVIEWED:
LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Katie Dart FS 6/7/95
Assistant County Counsel Date

APPROVED AS TO FORM:
HOUSING AUTHORITY OF PORTLAND
ATTORNEY (If Applicable)

By _____ _____
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 7-27-95
Cheri A. Pierson
BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO. 102276
PART B. CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached contract for services between Multnomah County, herein "COUNTY", and Housing Authority of Portland, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE**. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS**. CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT**. CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS**. The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY**. All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this contract as Exhibit A.

B. If CONTRACTOR has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current worker's compensation insurance coverage as described in subparagraph A. above.

C. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the CONTRACTOR shall hold harmless, defend, and indemnify the COUNTY and the COUNTY'S

officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the CONTRACTOR'S work or any subcontractor's work under this contract.

8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION**. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION**.

A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or liability of CONTRACTOR or COUNTY which accrued prior to termination.

11. **FINAL PAYMENT**.

All final requests for payment must be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

PART C. PROGRAM GENERAL CONDITIONS: COMMUNITY DEVELOPMENT SERVICES

1. Client Eligibility

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. Low income is defined as 0-50% of median family income. Moderate income is defined as 51-80% of median family income. Portland area median income effective May 5, 1993 is $40,700 for a family of four.

2. Environmental Review

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. Fiscal Requirements

In addition to other fiscal requirements contained in this contract, for cost-reimbursement programs, any increases in line items must be balanced by like decreases in other line items. Changes in any line item budget expense of more than 10% shall require a written budget modification approved by COUNTY prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes. Any costs incurred by CONTRACTOR over and above the agreed sum or rates shall be at the sole risk and expense of CONTRACTOR. All project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

4. Program Income

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. The COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

5. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose.

6. Property Interest

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

Reviewed: Katie Dunn 5/24/95

Assistant County Counsel Date

c. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of $25,000 is either:

1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or

2) Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

7. Purchasing Requirements

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

8. Required Records

In addition to other financial and program records required under this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

9. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low and moderate income persons or others on their behalf have a right to request information and service.

d. Provision of services under this contract is restricted to Multnomah County residents.

Reviewed: Kate Dent 5/4/95
Assistant County Counsel Date

MEETING DATE: JUL 27 1995

AGENDA NO: R-8

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue Agreement between DJJS and Clatsop County

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 3 minutes

DEPARTMENT: Juvenile Justice DIVISION: _____

CONTACT: Alandria Taylor TELEPHONE#: 248-3968

PERSON(S) MAKING PRESENTATION: Elyse Clawson / Joanne Fuller

ACTION REQUESTED:

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

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

Ratification of an Intergovernmental Revenue Agreement between Multnomah County Department of Juvenile Justice Services and Clatsop County for utilization of one (1) bed space for the detention of juveniles referred to the Clatsop County Juvenile Justice System.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

BOARD OF COUNTY COMMISSIONERS
1995 JUL 20 PM 12:33
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

G:\DATA\CONTRACT\BAPF.DOC

7-28-95 Originals sent to Debbie Larsen.

MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director
Department of Juvenile Justice Services

DATE: July 12, 1995

SUBJECT: Approval an Intergovernmental Cooperation Agreement Regulating Delivery of Detention Services between Multnomah County Department of Juvenile Justice Services and Clatsop County

I. **Recommendation/Action Requested:**
The Department of Juvenile Justice Services (DJJS) recommends the Board's approval of an Intergovernmental Agreement between Clatsop County for utilization of one (1) bed space in the Juvenile Justice Complex for the detention of juveniles referred to the Clatsop County Juvenile Justice System.

II. **Background/Analysis:**
Multnomah County operates and maintains a juvenile detention facility known as the Donald E. Long Detention Complex, designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exist in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on any county or the juvenile detainee.

This Agreement stipulates payment by Clatsop of $54,000 to be paid to Multnomah County for the exclusive use of one (1) bed space to house youth from Clatsop County. On occasions when the required bed space exceeds the guaranteed one (1), there will be an additional payment to Multnomah County of $148.41 per day for each bed in excess of the one. Every youth served under this Agreement will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.

III. **Financial Impact:**
This revenue supports the operation of one (1) detention bed space.

IV. **Legal Issues:**
N/A

V. **Controversial Issues:**
N/A

MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

VI. **Link to Current County Policies:**
This Agreement support the Department of Juvenile Justice Services philosophy of offering detention services for counties which do not have a detention facility.

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

VIII. **Other Government Participation:**
N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102916

Amendment #

CLASS I	CLASS II	CLASS III
[ ] Professional Services under $25,000	[ ] Professional Services over $25,000 (RFP, Exemption) [ ] PCRB Contract [ ] Maintenance Agreement [ ] Licensing Agreement [ ] Construction [ ] Grant [ ] Revenue	[ ] Intergovernmental Agreement [x] Intergovernmental Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-8 DATE 7/27/95 Carrie A. Parkerson BOARD CLERK

Department: Juvenile Justice Services Date: July 13, 1995

Contract Originator: Elyse Clawson Phone: 248-3460 Bldg/Room: 311/DJJS

Administrative Contact: Debbie Persen Phone: 248-3202 Bldg/Room: 311/DJJS

Description of Contract: This Intergovernmental Revenue Agreement allows Clatsop County the exclusive use of one (1) bed space in the Juvenile Justice Complex for the detention of youth referred to the Clatsop County Juvenile Justice System.

RFP/BID #: Date of RFP/BID: Exemption Expiration Date: 6/30/96

ORS/AR # Contractor is [ ]MBE [ ]WBE [ ]QRF

Contractor Name: Clatsop County

Mailing Address: P.O. Box 302

Astoria, OR 97103

Phone: 325-8601

Employer ID# or SS#:

Effective Date: July 1, 1995

Termination Date: June 30, 1996

Original Contract Amount: $ 54,000

Total Amt of Previous Amendments: $

Amount of Amendment: $

Total Amount of Agreement: $ 54,000

Remittance Address (if different)

Payment Schedule

[ ]Lump Sum $

[ ]Monthly $

[ ]Other $

Terms

[ ]Due on Receipt

[ ]Net 30

[ ]Other

[ ]Requirements contract - Requisition Required

Purchase Order No.

[ ]Requirements Not to Exceed $

Encumber: Yes[ ] No[ ]

REQUIRED SIGNATURES:

Department Manager: Date: 7-13-95

Purchasing Director: Date:
(Class II Contracts Only)

County Counsel: Date: 7/20/95

County Chair/Sheriff: Date: 7/27/95

Contract Administration: Date:
(Class I, Class II Contracts Only)

VENDOR CODE VENDOR NAME TOTAL AMOUNT: $

LINE NO.	FUND	AGENCY	ORGANI-ZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

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JUVENILE DETENTION INTERGOVERNMENTAL COOPERATION AGREEMENT REGULATING DELIVERY OF DETENTION SERVICES

THIS AGREEMENT, made and entered into by and between the County of Clatsop, hereinafter referred to as Clatsop, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Clatsop as described below. The following provisions shall comprise this Agreement:

I RECITATIONS

A. Multnomah operates and maintains a juvenile detention facility known as the Donald E. Long Detention Center designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exist in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on any county or the juvenile detainee.

B. As used in this agreement "Premises", "Space", and like terms refer to the detention areas of the Multnomah County Juvenile Justice Complex.

C. Clatsop wishes to utilize the Premises in the Juvenile Justice Complex for the detention of Juveniles referred to the juvenile justice system and in need of secure custody.

D. The combining of the referred Clatsop County population with the Multnomah County Juvenile population in the Juvenile Justice Complex is in the best interests of Clatsop and Multnomah, both fiscally and programmatically.

E. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

II. SERVICES TO BE PROVIDED

A. Multnomah County shall perform as follows:

1. Admission Services

a. Any child subject to the Jurisdiction of the Clatsop County court shall be admitted by Multnomah to the Juvenile Justice Complex only upon authorization for secure custody communicated by an appropriate agent of the Clatsop County Juvenile Court as

defined in this Agreement or upon order of any Clatsop County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.

b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with lawful requirements of the facility regulations pertaining to the Juvenile Justice Complex, where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.

c. One (1) Bed Space shall be available for the exclusive use of Clatsop on a continuous 24-hour a day basis through June 30, 1996.

d. Any additional requirement of Clatsop for bed space(s) shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this agreement.

e. In the event a juvenile resident of Clatsop is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Clatsop County Court of competent jurisdiction and that juvenile resident of Clatsop is delivered to the Juvenile Justice Complex admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Clatsop pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.

f. Multnomah County shall not be required to provide notice to parents or guardians of juveniles referred upon admission or otherwise pursuant to this Agreement.

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

2. Supervision Services

a. An admitted Clatsop juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age, and circumstance of the juvenile, consistent with the existing facility population and the best interests of the total facility population and operation.

b. Clatsop juveniles admitted pursuant to this Agreement shall receive the same type of care and supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.

c. Each referred Clatsop juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Clatsop for the purpose of tracking progress of referred juveniles and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to an adjudicative or dispositive process.

d. The terms of the Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem cost. In the event it is determined that a Clatsop detainee is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and Clatsop, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Clatsop shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the complex. Multnomah shall provide Clatsop with immediate notice of those services provided unilaterally.

3. Release Services

a. Multnomah shall release Clatsop juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Clatsop County Juvenile Court.

That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization for release. Multnomah shall release Clatsop juveniles to such individuals or agencies as included in notification.

b. Upon notification to Clatsop, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.

c. No provision of this Agreement is intended to relieve Clatsop of the duty to monitor the number, identity, and appropriate periods of detention for those Clatsop juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Clatsop to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein except for actions attributable to Multnomah County negligence.

d. It shall be the responsibility of Multnomah County to defend and hold Clatsop harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred by the Multnomah Courts.

B. Clatsop shall perform as follows:

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

2. Clatsop shall provide or arrange all non-emergency transportation of Clatsop residents once the juvenile has been delivered by law enforcement officers.

3. Clatsop shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.

4. Except as provided in Section III-B of this Agreement, Clatsop shall reimburse Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or

psychological services, including transportation therefor, on behalf of any referred juvenile pursuant to this Agreement.

5. Clatsop shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, denture, hearing aids and similar devices. Except in circumstances constituting a medical emergency, Multnomah County may not incur these expenses without prior authorization from Clatsop.

6. Clatsop shall be responsible for providing any of the usual counseling services required for Clatsop juveniles placed with Multnomah pursuant to this Agreement.

7. Clatsop shall provide Multnomah timely, actual, and in due course, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred Clatsop juveniles.

C. Compensation Rates and Mode of Payments

1. For the duration of this Agreement, Clatsop shall pay to Multnomah $54,000 for services, normal care and maintenance of those Clatsop juveniles in residence. The above sum shall be paid by Clatsop to Multnomah in three equal installments of $18,000 payable on October 1, 1995, February 1, 1996 and June 1, 1996.

2. On those occasions when Clatsop requires bed space in excess of the guaranteed one (1) hereinabove described, the rate for each such additional space shall be $148.00 per day.

3. In computing daily populations, the day of admission shall be considered a full day, and the day of release shall not be counted, each irrespective of the time of day on which the event occurs.

III CONSTRAINTS

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

B. Clatsop and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof , arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Clatsop harmless for responsibility or any liability arising from operation of the Juvenile Justice Complex and shall indemnify Clatsop for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Clatsop shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Clatsop to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.

C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IV. AGREEMENT TERM AND TERMINATION

A. This agreement shall apply from July 1, 1995 through June 30, 1996 and is subject to renewal annually.

B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:

1. This contract may be terminated by either party by thirty (30) days written notice to the other party.

2. Guaranteed monthly beds will be at a rate of $148.00 a day for each day of the month.

3. Additional guaranteed Bed space(s) may be available on a month to month basis as determined by need and availability.

4. Either County will exchange information regarding bed need and availability to be communicated by the 25th day of the preceding month.

5. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. In no event, except with the mutual consent of the parties, will an additional rate of compensation be modified by more than ten percent (10%) in less than six months from date of receipt by Clatsop of written notice of said intent of Multnomah to modify the compensation rate.

6. Actual costs shall include, but not be limited to, the pro rata share of Personnel, Juvenile Groupworkers, Groupworker Supervision, Lead Groupworker, Mental Health Worker, temporary on-call workers, overtime for these workers and associated fringe benefits, printing supplies, education, telephone, meals, laundry, Corrections Health, facility space and related maintenance and other costs.

VI MISCELLANEOUS PROVISION

A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Clatsop and Multnomah.

B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Clatsop for similar services.

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

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

7-27-95
Date

Reviewed By:

7/20/95

LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon

7-13-95
Date

Elyse Clawson, Division Director

Jim Anderson, Detention Superintendent

7-10-95
Date

Board of County Commissioners
CLATSOP COUNTY, OREGON

Chair

Date

Commissioner

Date

Commissioner

Date

Clatsop County Counsel

6-26-95
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 7-27-95
Clerk A. Parkinson
BOARD CLERK