



Multnomah County Oregon

## Board of Commissioners & Agenda

connecting citizens with information and services

### BOARD OF COMMISSIONERS

**Diane Linn, Chair**

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Portland, Or 97214

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### DECEMBER 13 & 15, 2005 BOARD MEETINGS REVISED2 FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Tuesday MCSO Operations and Policy Issues Briefing
Pg 2	9:30 a.m. Thursday Approval of Federal Legislative Agenda
Pg 5	10:00 a.m. Thursday FY 2006 Supplemental Budget for Submission to TSCC
Pg 6	10:25 a.m. Thursday MCSO General Fund Contingency Request
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Tuesday, December 13, 2005 - **9:00 AM**  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BOARD BRIEFING**

- B-1 Update on Multnomah County Sheriff's Office Operations and Policy Issues: Management of Personnel Costs. Presented by Sheriff Bernie Giusto. 1 HOUR REQUESTED.

### **Cable Television Time/Channel:**

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Tuesday, December 13, 2005 - **10:00 AM**  
**(OR IMMEDIATELY FOLLOWING BOARD BRIEFING)**  
Multnomah Building, First Floor Commissioners Conference Room 112  
501 SE Hawthorne Boulevard, Portland

## **EXECUTIVE SESSION**

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle. 15-30 MINUTES REQUESTED.

**CANCELLED**

Thursday, December 15, 2005 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM**

#### **SHERIFF'S OFFICE**

- C-1 Off Premises Sales AND Limited On Premises Sales Liquor License Renewals for BIG BEAR'S CROWN POINT MARKET, 31815 E Columbia River Highway, Troutdale
- C-2 Full On Premises Sales Liquor License Renewal for BOTTOMS UP TAVERN, 16900 NW St Helens Road, Portland
- C-3 Off Premises Sales Liquor License Renewal for CORBETT COUNTRY MARKET, 36801 E. Historic Columbia River Highway, Corbett
- C-4 Off Premises Sales Liquor License Renewal for CRACKER BARREL GROCERY, 15005 NW Sauvie Island Road, Portland
- C-5 Off Premises Sales Liquor License Renewal for FRED'S MARINA, 12800 NW Marina Way, Portland
- C-6 Full On Premises Sales AND Limited On Premises Sales Liquor License Renewals for HISTORIC SPRINGDALE PUB AND EATERY, 32302 E. Crown Point Highway, Corbett
- C-7 Full On Premises Sales Liquor License Renewal for MULTNOMAH FALLS LODGE, S/S Scenic Highway and Columbia Gorge, Bridal Veil
- C-8 Off Premises Sales Liquor License Renewal for ORIENT COUNTRY STORE, 29822 SE Orient Drive, Gresham
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- C-10 Full On Premises Sales Liquor License Renewal for PLEASANT HOME SALOON, 31637 SE Dodge Park Boulevard, Gresham

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- C-12 Off Premises Sales Liquor License Renewal for TENLY'S JACKPOT FOODMART, 28210 SE Orient Drive, Gresham
- C-13 Full On Premises Sales Liquor License Renewal for TIPPY CANOE BAR AND GRILL, 28242 E. Historic Columbia River Highway, Troutdale
- C-14 Off Premises Sales Liquor License Renewal for WEECE'S MARKET, 7310 SE Pleasant Home Road, Gresham
- C-15 Limited On Premises Sales Liquor License Renewal for WILDWOOD GOLF COURSE, 21881 NW St. Helens Road, Portland
- C-16 RESOLUTION Annual Authorization for Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees of Multnomah County Sheriff's Office

#### **DEPARTMENT OF COMMUNITY SERVICES**

- C-17 RESOLUTION Authorizing the Repurchase of a Tax Foreclosed Property by the Former Owner, HOWARD J. WILLETT

#### **REGULAR AGENDA - 9:30 AM**

#### **DEPARTMENT OF COMMUNITY SERVICES**

- UC-1 Approval of Renewal of an Auto Wrecker's license for Frank Miller Truck Wrecking at 28609 SE Orient Drive

#### **DEPARTMENT OF HEALTH**

- UC-2 NOTICE OF INTENT to Submit a Request for Grant Funding to the Juan Young Trust to Support Dental Services to Inmates at the Juvenile Detention Center

#### **PUBLIC COMMENT - 9:30 AM**

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



**PUBLIC AFFAIRS OFFICE - 9:30 AM**

- R-1 **9:30 AM TIME CERTAIN:** Approval of Federal Legislative Agenda. Presented by Gina Mattioda, Kate Cusack and Dan Jarman. 30 MINUTES REQUESTED.

**DEPARTMENT OF COUNTY MANAGEMENT - 10:00 AM**

- R-2 Approve Fiscal Year 2006 Supplemental Budget for Submission to Tax Supervising and Conservation Commission
- R-3 Budget Modification DCM-08 Reclassifying the Health Department Director's Position to a Higher Level, as Determined by the Class/Comp Unit of Central Human Resources
- R-4 Budget Modification DCM-09 Authorizing Revision to Compensation Plan Program Coordinator Classification, as Determined by the Class/Comp Unit of Central Human Resources
- R-5 Reallocation of Facilities Capital Project Funds FPM-03, Multnomah County Library Administration Elevator Replacement Project
- R-6 RESOLUTION Adopting Revised Public Contract Review Board Rules

**DEPARTMENT OF COMMUNITY SERVICES - 10:15 AM**

- R-7 Budget Modification DCS-03 Reclassifying 1.0 FTE Office Assistant Senior to 1.0 FTE Administrative Assistant in Tax Title as Determined by the Class/Comp Unit of Central Human Resources
- R-8 RESOLUTION Initiating Vacation Proceedings Pursuant to ORS 368.341(1)(c) for a Portion of NW Adams Street, a Public Road, and Directing the County Road Official to Prepare a Report as Required by ORS 368.346(1)
- R-9 RESOLUTION Establishing Fees and Charges for MCC 11.05 Land Use General Provisions, 11.15 Zoning, 11.45 Land Divisions, Chapter 37 Administration and Procedures, Chapter 38 Columbia River Gorge National Scenic Area and Repealing Resolution No. 05-160

**PUBLIC CONTRACT REVIEW BOARD - 10:20 AM**

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

R-10 ORDER Approving the Sole Source Procurement Process to Contract with Siemens Building Technologies, Inc. for the Purchase of Building Automation Controls

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

**SHERIFF'S OFFICE - 10:25 AM**

R-11 Budget Modification MCSO-04 Requesting General Fund Contingency Revenue of \$710,770 to Open Two Additional Dorms at the Inverness Jail Facility [Continued from December 1, 2005]

**DEPARTMENT OF HEALTH - 10:30 AM**

R-12 Budget Modification HD-22 Requesting General Fund Contingency Transfer of \$270,905 to the Corrections Health Budget to Provide Staffing for Additional 114 Beds at the Multnomah County Inverness Jail [Continued from December 1, 2005]

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R-14 Budget Modification HD-20 Appropriating \$189,270 in Additional Funds for the Health Department's Health Preparedness and Bioterrorism Response Planning Projects

**DEPARTMENT OF LIBRARY SERVICES - 10:38 AM**

R-15 NOTICE OF INTENT to Apply for a Gates Foundation Grant for the Public Access Computer Hardware Upgrade Program

**SCHOOL AND COMMUNITY PARTNERSHIPS - 10:40 AM**

R-16 Intergovernmental Expenditure Agreement 4600005845 with the Housing Authority of Portland for the Administration of Rental Assistance Funds and to Implement a Single Unified Rental Assistance Program in Multnomah County

**NON-DEPARTMENTAL - 11:00 AM**

- R-17 RESOLUTION Authorizing Grant of an Access Easement Under the New Sauvie Island Bridge to ESCO Corporation
- R-18 PUBLIC HEARING and Consideration of a RESOLUTION Approving the 2005-2007 Regional Investment Strategy of the Multnomah-Washington Regional Investment Board
- R-19 NOTICE OF INTENT to Apply for Immediate Opportunity Funds for Widening of the Intersection of NE Sandy Boulevard and NE 223rd Avenue
- R-20 RESOLUTION Acknowledging the Sunset of the Multnomah County Temporary Personal Income Tax on December 31, 2005 and Thanking the Citizens of Multnomah County for their Participation
- R-21 Intergovernmental Agreement Between Multnomah County and the City of Gresham Transferring Remaining County Roads within the Corporate Limits of Gresham to Gresham, Effective December 31, 2005
- R-22 Intergovernmental Agreement Between Multnomah County and the City of Gresham for the County to Provide Facility Space to Gresham, Effective December 31, 2005
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- R-24 Intergovernmental Agreement Between Multnomah County and the City of Gresham for the City to Provide Signal Services to the County, Effective December 31, 2005

Thursday, December 15, 2005 - **6:00 PM**  
City Hall Conference Center, Barlow, Oregon Trail and Springwater Trail Rooms  
1333 NW Eastman Parkway, Gresham

## **JOINT MEETING**

JM-1 The Gresham City Council and Multnomah County Board of Commissioners Will Meet to Discuss Issues Including: Update on the Pending Transfer of Approximately 50 Miles of County Roads to Gresham; LSI Logic; Rockwood Urban Renewal; and Public Safety Joint Budgeting. This meeting is open to the public; however no public testimony will be taken. 2 HOURS REQUESTED.



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### **DECEMBER 13 & 15, 2005 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST**

Pg 2	9:00 a.m. Tuesday MCSO Operations and Policy Issues Briefing
Pg 2	9:30 a.m. Thursday Approval of Federal Legislative Agenda
Pg 4	10:00 a.m. Thursday FY 2006 Supplemental Budget for Submission to TSCC
Pg 6	10:25 a.m. Thursday MCSO General Fund Contingency Request
Pg 6	11:02 a.m. Thursday RIB Regional Strategy
Pg 7	11:15 a.m. Thursday Acknowledging Sunset of County ITAX
Pg 7	11:25 a.m. Thursday Agreements Related to Transfer of County Roads to City of Gresham
Pg 7	6:00 p.m. Thursday Gresham Joint Meeting

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

(503) 491-7636, ext. 332 for further info

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

Tuesday, December 13, 2005 - **9:00 AM**  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **BOARD BRIEFING**

- B-1 Update on Multnomah County Sheriff's Office Operations and Policy Issues: Management of Personnel Costs. Presented by Sheriff Bernie Giusto. 1 HOUR REQUESTED.

**Cable Television Time/Channel:**

Tuesday, 12/13/05 at 9:00 AM, (LIVE) Channel 29  
Produced through Multnomah Community Television

**Streaming Media Broadcast at**

**[http://www.co.multnomah.or.us/cc/live\\_broadcast.shtml](http://www.co.multnomah.or.us/cc/live_broadcast.shtml)**

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Tuesday, December 13, 2005 - **10:00 AM**  
**(OR IMMEDIATELY FOLLOWING BOARD BRIEFING)**  
Multnomah Building, First Floor Commissioners Conference Room 112  
501 SE Hawthorne Boulevard, Portland

## **EXECUTIVE SESSION**

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(2)(h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle. 15-30 MINUTES REQUESTED.

Thursday, December 15, 2005 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

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

- C-1 Off Premises Sales AND Limited On Premises Sales Liquor License Renewals for BIG BEAR'S CROWN POINT MARKET, 31815 E Columbia River Highway, Troutdale
- C-2 Full On Premises Sales Liquor License Renewal for BOTTOMS UP TAVERN, 16900 NW St Helens Road, Portland
- C-3 Off Premises Sales Liquor License Renewal for CORBETT COUNTRY MARKET, 36801 E. Historic Columbia River Highway, Corbett
- C-4 Off Premises Sales Liquor License Renewal for CRACKER BARREL GROCERY, 15005 NW Sauvie Island Road, Portland
- C-5 Off Premises Sales Liquor License Renewal for FRED'S MARINA, 12800 NW Marina Way, Portland
- C-6 Full On Premises Sales AND Limited On Premises Sales Liquor License Renewals for HISTORIC SPRINGDALE PUB AND EATERY, 32302 E. Crown Point Highway, Corbett
- C-7 Full On Premises Sales Liquor License Renewal for MULTNOMAH FALLS LODGE, S/S Scenic Highway and Columbia Gorge, Bridal Veil
- C-8 Off Premises Sales Liquor License Renewal for ORIENT COUNTRY STORE, 29822 SE Orient Drive, Gresham
- C-9 Off Premises Sales Liquor License Renewal for PLAINVIEW GROCERY, 11800 NW Cornelius Pass Road, Portland
- C-10 Full On Premises Sales Liquor License Renewal for PLEASANT HOME SALOON, 31637 SE Dodge Park Boulevard, Gresham

- C-11 Off Premises Sales Liquor License Renewal for ROCKY POINTE MARINA, 23586 NW St Helens Highway, Portland
- C-12 Off Premises Sales Liquor License Renewal for TENLY'S JACKPOT FOODMART, 28210 SE Orient Drive, Gresham
- C-13 Full On Premises Sales Liquor License Renewal for TIPPY CANOE BAR AND GRILL, 28242 E. Historic Columbia River Highway, Troutdale
- C-14 Off Premises Sales Liquor License Renewal for WEECE'S MARKET, 7310 SE Pleasant Home Road, Gresham
- C-15 Limited On Premises Sales Liquor License Renewal for WILDWOOD GOLF COURSE, 21881 NW St. Helens Road, Portland
- C-16 RESOLUTION Annual Authorization for Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees of Multnomah County Sheriff's Office

#### **DEPARTMENT OF COMMUNITY SERVICES**

- C-17 RESOLUTION Authorizing the Repurchase of a Tax Foreclosed Property by the Former Owner, HOWARD J. WILLETT

#### **REGULAR AGENDA - 9:30 AM**

#### **PUBLIC COMMENT - 9:30 AM**

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

#### **PUBLIC AFFAIRS OFFICE - 9:30 AM**

- R-1 **9:30 AM TIME CERTAIN:** Approval of Federal Legislative Agenda. Presented by Gina Mattioda, Kate Cusack and Dan Jarman. 30 MINUTES REQUESTED.

#### **DEPARTMENT OF COUNTY MANAGEMENT - 10:00 AM**

- R-2 Approve Fiscal Year 2006 Supplemental Budget for Submission to Tax Supervising and Conservation Commission

- R-3 Budget Modification DCM-08 Reclassifying the Health Department Director's Position to a Higher Level, as Determined by the Class/Comp Unit of Central Human Resources
- R-4 Budget Modification DCM-09 Authorizing Revision to Compensation Plan Program Coordinator Classification, as Determined by the Class/Comp Unit of Central Human Resources
- R-5 Reallocation of Facilities Capital Project Funds FPM-03, Multnomah County Library Administration Elevator Replacement Project
- R-6 RESOLUTION Adopting Revised Public Contract Review Board Rules

**DEPARTMENT OF COMMUNITY SERVICES - 10:15 AM**

- R-7 Budget Modification DCS-03 Reclassifying 1.0 FTE Office Assistant Senior to 1.0 FTE Administrative Assistant in Tax Title as Determined by the Class/Comp Unit of Central Human Resources
- R-8 RESOLUTION Initiating Vacation Proceedings Pursuant to ORS 368.341(1)(c) for a Portion of NW Adams Street, a Public Road, and Directing the County Road Official to Prepare a Report as Required by ORS 368.346(1)
- R-9 RESOLUTION Establishing Fees and Charges for MCC 11.05 Land Use General Provisions, 11.15 Zoning, 11.45 Land Divisions, Chapter 37 Administration and Procedures, Chapter 38 Columbia River Gorge National Scenic Area and Repealing Resolution No. 05-160

**PUBLIC CONTRACT REVIEW BOARD - 10:20 AM**

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

- R-10 ORDER Approving the Sole Source Procurement Process to Contract with Siemens Building Technologies, Inc. for the Purchase of Building Automation Controls

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



**SHERIFF'S OFFICE - 10:25 AM**

R-11 Budget Modification MCSO-04 Requesting General Fund Contingency Revenue of \$710,770 to Open Two Additional Dorms at the Inverness Jail Facility [Continued from December 1, 2005]

**DEPARTMENT OF HEALTH - 10:30 AM**

R-12 Budget Modification HD-22 Requesting General Fund Contingency Transfer of \$270,905 to the Corrections Health Budget to Provide Staffing for Additional 114 Beds at the Multnomah County Inverness Jail [Continued from December 1, 2005]

R-13 Budget Modification HD-16 Appropriating \$128,307 to the Health Department from the SPNS Preventions for Positives Grant and the Ryan White Title III Capacity Development Grant

R-14 Budget Modification HD-20 Appropriating \$189,270 in Additional Funds for the Health Department's Health Preparedness and Bioterrorism Response Planning Projects

**DEPARTMENT OF LIBRARY SERVICES - 10:38 AM**

R-15 NOTICE OF INTENT to Apply for a Gates Foundation Grant for the Public Access Computer Hardware Upgrade Program

**SCHOOL AND COMMUNITY PARTNERSHIPS - 10:40 AM**

R-16 Intergovernmental Expenditure Agreement 4600005845 with the Housing Authority of Portland for the Administration of Rental Assistance Funds and to Implement a Single Unified Rental Assistance Program in Multnomah County

**NON-DEPARTMENTAL - 11:00 AM**

R-17 RESOLUTION Authorizing Grant of an Access Easement Under the New Sauvie Island Bridge to ESCO Corporation

R-18 PUBLIC HEARING and Consideration of a RESOLUTION Approving the 2005-2007 Regional Investment Strategy of the Multnomah-Washington Regional Investment Board

- R-19 NOTICE OF INTENT to Apply for Immediate Opportunity Funds for Widening of the Intersection of NE Sandy Boulevard and NE 223rd Avenue
- R-20 RESOLUTION Acknowledging the Sunset of the Multnomah County Temporary Personal Income Tax on December 31, 2005 and Thanking the Citizens of Multnomah County for their Participation
- R-21 Intergovernmental Agreement Between Multnomah County and the City of Gresham Transferring Remaining County Roads within the Corporate Limits of Gresham to Gresham, Effective December 31, 2005
- R-22 Intergovernmental Agreement Between Multnomah County and the City of Gresham for the County to Provide Facility Space to Gresham, Effective December 31, 2005
- R-23 Intergovernmental Agreement Between Multnomah County and the City of Gresham for the County to Provide Street Maintenance to Gresham, Effective December 31, 2005
- R-24 Intergovernmental Agreement Between Multnomah County and the City of Gresham for the City to Provide Signal Services to the County, Effective December 31, 2005
- 

Thursday, December 15, 2005 - 6:00 PM

City Hall Conference Center, Barlow, Oregon Trail and Springwater Trail Rooms  
1333 NW Eastman Parkway, Gresham

## **JOINT MEETING**

- JM-1 The Gresham City Council and Multnomah County Board of Commissioners Will Meet to Discuss Issues Including: Update on the Pending Transfer of Approximately 50 Miles of County Roads to Gresham; LSI Logic; Rockwood Urban Renewal; and Public Safety Joint Budgeting. This meeting is open to the public; however no public testimony will be taken. 2 HOURS REQUESTED.



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-1  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

BUDGET MODIFICATION: -

**Agenda Title:** Off Premises Sales AND Limited On Premises Sales Liquor License Renewals for BIG BEAR'S CROWN POINT MARKET, 31815 E Columbia River Highway, Troutdale

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

Date Requested:	December 15, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Enforcement
Contact(s):	Kathy Walliker		
Phone:	(503) 251-2520	Ext.	I/O Address: 313/122
Presenter(s):	Consent Calendar		

### General Information

**1. What action are you requesting from the Board?**

Board approval of liquor license application

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

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 31815 E. Columbia River Hwy, Troutdale, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.


3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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



## MULTNOMAH COUNTY SHERIFF'S OFFICE

12240 NE GLISAN ST., • PORTLAND, OR 97230

*Exemplary service for a safe, livable community*

**BERNIE GIUSTO**  
SHERIFF

(503) 255-3600 PHONE  
(503) 251-2484 TTY  
[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Big Bear's Crown Point Market  
31815 E Columbia River Hwy  
Troutdale, OR 97060

Subject: Liquor License Applicant  
On and Off Premises Sales

Owner: Phillip J. DuFresne  
Dob 11/28/45  
1550 NE Brower Road  
Corbett, OR 97060

Judy K. DuFresne  
Dob 09/19/45  
1550 NE Brower Road  
Corbett, OR 97060

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed 31815 E Columbia River Hwy is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-2  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

### BUDGET MODIFICATION:

**Agenda Title:** Full On Premises Sales Liquor License Renewal for Bottoms Up, 16900 NW St. Helens Rd., Portland, OR

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

Date Requested:	December 15, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Enforcement
Contact(s):	Kathy Walliker		
Phone:	(503) 251-2520	Ext.	I/O Address: 313/122
Presenter(s):	Consent Calendar		

### General Information

1. What action are you requesting from the Board?  
Board approval of liquor license application
2. Please provide sufficient background information for the Board and the public to understand this issue.

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 16900 NW St. Helens Rd, Portland, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license.

While conducting the background check of the owner/s, it was discovered that Mr. Bassam Moussa currently has a stalking order issued out of Washington County. The order was issued in 2000 with an unlimited duration, prohibiting applicant from possessing firearms and/or ammunition. This information was not disclosed on his original application with OLCC. Due to this information, the background check raises concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards an **UNFAVORABLE RECOMMENDATION** for the Liquor License Renewal.

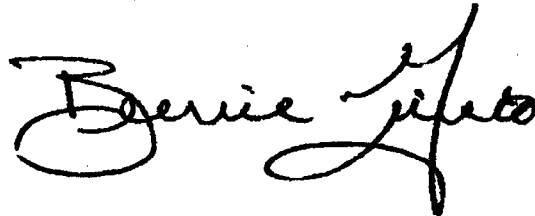
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

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Department/  
Agency Director:



Date: 12/2/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



## MULTNOMAH COUNTY SHERIFF'S OFFICE

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SHERIFF

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www.sheriff-mcso.org

December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-7355

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Bottoms Up  
16900 NW St. Helens Rd  
Portland, OR 97231

Subject: Liquor License Application

Owner: Bassam Moussa  
Dob 08/14/67  
16900 NW St. Helens Rd  
Portland, OR

Roger Khoury  
Dob 12/06/72  
16900 NW St. Helens Rd  
Portland, OR

The Multnomah County Sheriff's Office has completed its investigations for the above liquor license. Assessment and Taxation reported that the address of 16900 NW St. Helens Rd, Portland, Oregon is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to the liquor license.

In conducting the background check of the owner/s, it was found that Mr. Bassam Moussa currently has a stalking order issued out of Washington County with an unlimited duration, prohibiting applicant from possessing firearms and/or ammunition. According to OLCC, this information was not disclosed on his original application. The background check on the owner raises concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **UNFAVORABLE RECOMMENDATION** for the liquor license.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

BERNIE GIUSTO  
Sheriff





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-3  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

### BUDGET MODIFICATION:

**Agenda Title:** Off Premises Sales Liquor License Renewal for Corbett Country Market, 36801 E. Historic Columbia River Highway, Corbett, OR 97019

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

Date Requested: December 15, 2005 Time Requested: N/A  
Department: Sheriff's Office Division: Enforcement  
Contact(s): Kathy Walliker  
Phone: (503) 251-2520 Ext. I/O Address: 313/122  
Presenter(s): Consent Calendar

### General Information

**1. What action are you requesting from the Board?**

Board approval of liquor license application

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

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 36801 East Historic Columbia River Highway, Corbett is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.

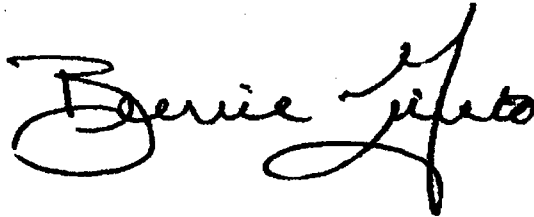
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



## MULTNOMAH COUNTY SHERIFF'S OFFICE

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[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

December, 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Corbett Country Market  
36801 E Historic Columbia River Hwy  
Corbett, OR 97019

Subject: Liquor License Applicant  
Off Premises Sales

Owner: Susan Larsen-Leigh  
Dob 03/19/53  
1805 NE Brower Road  
Corbett, OR 97019

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed 36801 E Historical Columbia River Highway is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date:	12/15/05
Agenda Item #:	C-4
Est. Start Time:	9:30 AM
Date Submitted:	12/06/05

BUDGET MODIFICATION: -

<b>Agenda Title:</b>	<b>Off Premises Sales Liquor License Renewal for Cracker Barrel Grocery, 15005 NW Sauvie Island Road, Portland, OR 97231</b>
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*Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.*

Date Requested:	December 15, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Enforcement
Contact(s):	Kathy Walliker		
Phone:	(503) 251-2520	Ext.	I/O Address: 313/122
Presenter(s):	Consent Calendar		

### General Information

1. What action are you requesting from the Board?  
Board approval of liquor license application
2. Please provide sufficient background information for the Board and the public to understand this issue.

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address 15005 NW Sauvie Island Rd, Portland, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.

3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



# MULTNOMAH COUNTY SHERIFF'S OFFICE

12240 NE GLISAN ST., • PORTLAND, OR 97230

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**BERNIE GIUSTO**  
SHERIFF

(503) 255-3600 PHONE  
(503) 251-2484 TTY  
[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

December 6, 2005

Board Of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Cracker Barrel Grocery  
15005 NW Sauvie Island Road  
Portland, OR 97231

Subject: Liquor License Applicant  
Off Premises Sales

Owner: Mindi Lee  
dob 02/10/76  
15005 NW Sauvie Island Rd  
Portland, OR

Young Kim  
dob 12/06/66  
15005 NW Sauvie Island Rd  
Portland, OR

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed 15005 NW Sauvie Island Road is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-5  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

### BUDGET MODIFICATION:

**Agenda Title:** Off Premises Sales Liquor License Renewal for Fred's Marina, 12800 NW Marina Way, Portland, OR 97231

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

<b>Date Requested:</b>	December 15, 2005	<b>Time Requested:</b>	N/A
<b>Department:</b>	Sheriff's Office	<b>Division:</b>	Enforcement
<b>Contact(s):</b>	Kathy Walliker		
<b>Phone:</b>	(503) 251-2520	<b>Ext.</b>	
<b>Presenter(s):</b>	Consent Calendar		
	<b>I/O Address:</b>	313/122	

### General Information

1. What action are you requesting from the Board?  
Board approval of liquor license application
2. Please provide sufficient background information for the Board and the public to understand this issue.

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 12800 NW Marina Way, Portland, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.

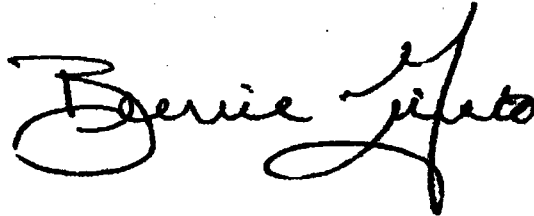
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**





## MULTNOMAH COUNTY SHERIFF'S OFFICE

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SHERIFF

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(503) 251-2484 TTY  
[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Fred's Marina  
DBA Frevach Land Co  
12800 NW Marine Way  
Portland, OR 97231

Subject: Liquor License Applicant  
Off Premises Sales

Owner: Cherie Sprando  
Dob 05/09/50  
12800 NW Marine Way  
Portland, OR 97231

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed 12800 NW Marine Way is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-6  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

BUDGET MODIFICATION: -

**Agenda Title:** Full On Premises Sales AND Limited On Premises Sales Liquor License Renewals for HISTORIC SPRINGDALE PUB AND EATERY, 32302 E. Crown Point Highway, Corbett

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

Date Requested:	December 15, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Enforcement
Contact(s):	Kathy Walliker		
Phone:	(503) 251-2520	Ext.	I/O Address: 313/122
Presenter(s):	Consent Calendar		

### General Information

**1. What action are you requesting from the Board?**

Board approval of liquor license application

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

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 32302 E. Crown Point Hwy, Corbett, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.

3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



## MULTNOMAH COUNTY SHERIFF'S OFFICE

12240 NE GLISAN ST., • PORTLAND, OR 97230

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**BERNIE GIUSTO**  
SHERIFF

(503) 255-3600 PHONE  
(503) 251-2484 TTY  
[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

December 6, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Historic Springdale Pub  
32302 E Crown Pt Hwy  
Corbett, OR 97019

Subject: Liquor License Applicant  
On Premises Sales & Off Premise Sales

Owner:	Jim Warren	Diane Warren
	Dob 11/08/54	dob 04/27/51
	PO Box 199	PO Box 199
	Corbett, OR	Corbett, OR

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed as 28242 E. Historic Columbia River Hwy is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-7  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

**BUDGET MODIFICATION:** -

**Agenda Title:** Full On Premises Sales Liquor License Renewal for Multnomah Falls Lodge, Scenic Highway and Columbia Gorge, Bridal Veil, OR 97010

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>N/A</u>
<b>Department:</b>	<u>Sheriff's Office</u>	<b>Division:</b>	<u>Enforcement</u>
<b>Contact(s):</b>	<u>Kathy Walliker</u>		
<b>Phone:</b>	<u>(503) 251-2520</u>	<b>Ext.</b>	<u>I/O Address: 313/122</u>
<b>Presenter(s):</b>	<u>Consent Calendar</u>		

### General Information

**1. What action are you requesting from the Board?**

Board approval of liquor license application

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

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of Scenic Hwy and Columbia Gorge, Bridal Veil, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.

3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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



## MULTNOMAH COUNTY SHERIFF'S OFFICE

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SHERIFF

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(503) 251-2484 TTY  
[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Multnomah Falls Lodge  
S/S Scenic Hwy and Columbia Gorge  
Bridal Veil, OR 97010

Subject: Liquor License Applicant  
Full On Premises Sales

Owner: Richard A. Buck  
Dob 08/06/50  
511 S. E. 15th St  
Gresham, OR 97080

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed S/S Scenic Hwy and Columbia Gorge is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-8  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

### BUDGET MODIFICATION:

Agenda Title: Off Premises Sales Liquor License Renewal for Orient Country Store, 29822 SE Orient Drive, Gresham, Oregon

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

Date Requested:	December 15, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Enforcement
Contact(s):	Kathy Walliker		
Phone:	(503) 251-2520	Ext.	I/O Address: 313/122
Presenter(s):	Consent Calendar		

### General Information

1. What action are you requesting from the Board?

Board approval of liquor license application

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

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 29822 SE Orient Drive, Gresham, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.



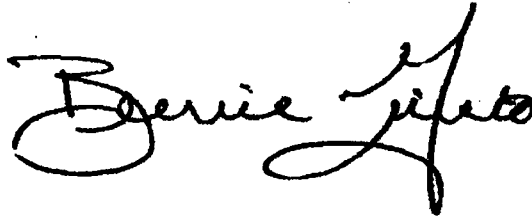
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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



## MULTNOMAH COUNTY SHERIFF'S OFFICE

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[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Orient Country Store  
29822 SE Orient Drive  
Gresham, OR 97080

Subject: Liquor License Applicant  
Off Premises Sales

Owner: Yong Mi Lim  
Dob 08/28/58  
13135 Rogers Road  
Lake Oswego, OR 97030

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed 29822 SE Orient Drive is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-9  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

BUDGET MODIFICATION: -

Agenda Title: Off Premises Sales Liquor License Renewal for Plainview Grocery, 11800 NW Cornelius Pass Road, Portland, Oregon 97231

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

Date Requested:	December 15, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Enforcement
Contact(s):	Kathy Walliker		
Phone:	(503) 251-2520	Ext.	I/O Address: 313/122
Presenter(s):	Consent Calendar		

### General Information

1. What action are you requesting from the Board?

Board approval of liquor license application

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

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 11800 NW Cornelius Pass Road, Portland, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.

3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



## MULTNOMAH COUNTY SHERIFF'S OFFICE

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December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Plainview Grocery  
11800 NW Cornelius Pass Road  
Portland, OR 97231

Subject: Liquor License Applicant  
Off Premises Sales

Owner: Steven Linden  
Dob 03/12/47  
11796 NW Cornelius Pass Rd  
Portland, OR 97231

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed 11800 NW Cornelius Pass Road is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-10  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

**BUDGET MODIFICATION:** -

**Agenda Title:** Full On-Premises Sales Liquor License Renewal for Pleasant Home Saloon,  
31637 SE Dodge Park Boulevard, Gresham, Oregon

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

<b>Date Requested:</b>	December 15, 2005	<b>Time Requested:</b>	N/A
<b>Department:</b>	Sheriff's Office	<b>Division:</b>	Enforcement
<b>Contact(s):</b>	Kathy Walliker		
<b>Phone:</b>	(503) 251-2520	<b>Ext.:</b>	
<b>I/O Address:</b>	313/122		
<b>Presenter(s):</b>	Consent Calendar		

### General Information

**1. What action are you requesting from the Board?**

Board approval of liquor license application

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

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 31637 SE Dodge Park Blvd., Gresham, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.

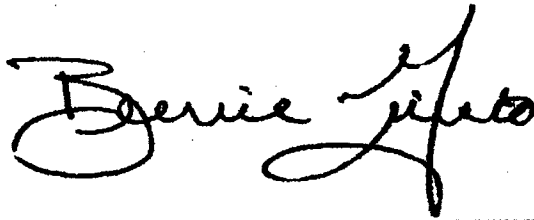
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



## MULTNOMAH COUNTY SHERIFF'S OFFICE

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December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Pleasant Home Saloon  
31637 SE Dodge Park Boulevard  
Gresham, OR 97030

Subject: Liquor License Applicant  
Full On Premises Sales

Owner: Nicholas Nasshahn  
Dob 10/15/51  
31637 SE Dodge Park Boulevard  
Gresham, OR 97030

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed 31637 SE Dodge Park Boulevard is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-11  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

BUDGET MODIFICATION: -

**Agenda Title:** Off Premises Sales Liquor License Renewal for Rocky Point Marina, 23586 NW St. Helens Highway, Portland, OR

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

Date Requested:	December 15, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Enforcement
Contact(s):	Kathy Walliker		
Phone:	(503) 251-2520	Ext.	I/O Address: 313/122
Presenter(s):	Consent Calendar		

### General Information

**1. What action are you requesting from the Board?**

Board approval of liquor license application

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

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 23586 NW St. Helens Rd., Portland, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that the property currently has an unresolved Under Review (UR) land use violation complaint on file (UR-05-008). The complaint is currently being investigated. Until the land use violation complaint is fully investigated and resolved, the Land Use and Transportation Division can not verify the property is in compliance with land use ordinances. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE WITH CONCERNS RECOMMENDATION** for the Liquor License Renewal.

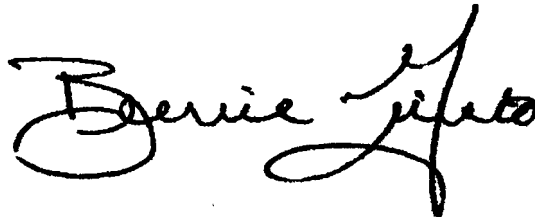
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



# MULTNOMAH COUNTY SHERIFF'S OFFICE

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SHERIFF

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[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Rocky Pointe Marina  
23586 NW St. Helens Rd  
Portland, OR 97231

Subject: Liquor License Applicant  
Off Premise Sales

Owner: Richard Tonneson  
Dob 02/20/37  
23586 NW St Helens Hwy  
Portland, OR 97231

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed 23586 NW St Helens Hwy, Portland Oregon in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported the property at 23586 NW St Helens Highway has an unresolved Land use violation complaint on file (UR-05-008). The complaint is currently being investigated. Until the land use violation complaint is fully investigated and resolved, the Land Use and Transportation Division can not verify the property is in compliance with land use ordinances. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE WITH CONCERNS RECOMMENDATION for the Liquor License Renewal.

Sincerely,

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-12  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

### BUDGET MODIFICATION:

Agenda Title: Off Premises Sales Liquor License Renewal for Tenely's Jackpot Foodmart,  
28210 SE Orient Drive, Gresham, OR

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

Date Requested: December 15, 2005 Time Requested: N/A  
Department: Sheriff's Office Division: Enforcement  
Contact(s): Kathy Walliker  
Phone: (503) 251-2520 Ext. I/O Address: 313/122  
Presenter(s): Consent Calendar

### General Information

1. What action are you requesting from the Board?  
Board approval of liquor license application
2. Please provide sufficient background information for the Board and the public to understand this issue.

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 28210 SE Orient Drive, Gresham, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.

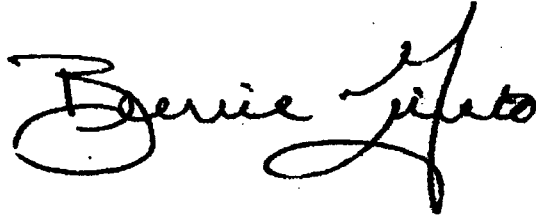
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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



## MULTNOMAH COUNTY SHERIFF'S OFFICE

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December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Tenleys Jackpot Foodmart  
28210 SE Orient Drive  
Gresham, OR 97080

Subject: Liquor License Applicant  
Off Premises Sales

Owner:	Ly Hien Le	Ly My Le	Ly Phuong Le
	Dob 02/04/73	Dob 05/07/59	Dob 09/15/70
	3129 SE 22 <sup>nd</sup> Ave	28032 SE Orient Dr	16422 NE Fremont

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed 28210 SE Orient Drive is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-13  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

BUDGET MODIFICATION: -

**Agenda Title:** Full On Premises Sales Liquor License Renewal for Tippy Canoe Bar and Grill,  
28242 E. Historic Columbia River Highway, Troutdale, OR

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

Date Requested:	December 15, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Enforcement
Contact(s):	Kathy Walliker		
Phone:	(503) 251-2520	Ext.	I/O Address: 313/122
Presenter(s):	Consent Calendar		

### General Information

**1. What action are you requesting from the Board?**

Board approval of liquor license application

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

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 28242 E. Historic Columbia River Hwy, Troutdale, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.

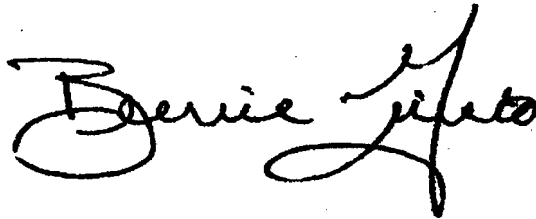
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**





## MULTNOMAH COUNTY SHERIFF'S OFFICE

12240 NE GLISAN ST., • PORTLAND, OR 97230

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**BERNIE GIUSTO**  
SHERIFF

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[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Tippy Canoe  
28242 E Historical Columbia River Hwy  
Troutdale, OR 97060

Subject: Liquor License Applicant  
On Premises Sales

Owner: Victor D. Jones  
Dob 12/21/59  
33600 E Bell Road  
Corbett, OR 97019

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed as 28242 E. Historic Columbia River Hwy is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-14  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

BUDGET MODIFICATION: -

Agenda Title: Off Premises Sales Liquor License Renewal for Weece's Market, 7310 SE Pleasant Home Road, Gresham, Oregon

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

Date Requested:	December 15, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Enforcement
Contact(s):	Kathy Walliker		
Phone:	(503) 251-2520	Ext.	I/O Address: 313/122
Presenter(s):	Consent Calendar		

### General Information

1. What action are you requesting from the Board?

Board approval of liquor license application

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

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 7310 SE Pleasant Home Road, Gresham, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.

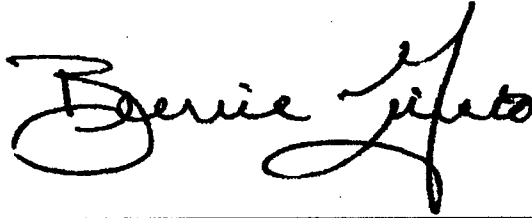
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



## MULTNOMAH COUNTY SHERIFF'S OFFICE

12240 NE GLISAN ST., • PORTLAND, OR 97230

*Exemplary service for a safe, livable community*

**BERNIE GIUSTO**  
SHERIFF

(503) 255-3600 PHONE  
(503) 251-2484 TTY  
[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Weece Market  
7310 SE Pleasant Home Road  
Gresham, OR 97080

Subject: Liquor License Applicant  
Off Premises Sales

Owner: Kim R. Young  
Dob 07/29/68  
6816 SE Equestrian Way  
Portland, OR 97080

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed 7310 SE Pleasant Home Road is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date:	12/15/05
Agenda Item #:	C-15
Est. Start Time:	9:30 AM
Date Submitted:	12/06/05

BUDGET MODIFICATION: -

**Agenda Title:** Limited On-Premises Sales Liquor License Renewal for Wildwood Golf Course, 21881 NW St. Helens Rd., Portland, Oregon

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

Date Requested:	December 15, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Enforcement
Contact(s):	Kathy Walliker		
Phone:	(503) 251-2520	Ext.	I/O Address: 313/122
Presenter(s):	Consent Calendar		

### General Information

**1. What action are you requesting from the Board?**

Board approval of liquor license application

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

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address of 21881 NW St. Helens Road, Portland, Oregon, is in compliance with the Assessment and Taxation Office. The Land Use Planning Division reported that they have no objection to renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed the Multnomah County Sheriff's Office forwards a **FAVORABLE RECOMMENDATION** for the Liquor License Renewal.

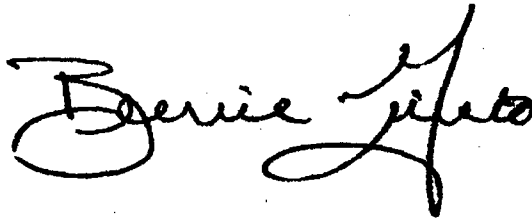
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/2/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



# MULTNOMAH COUNTY SHERIFF'S OFFICE

12240 NE GLISAN ST., • PORTLAND, OR 97230

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**BERNIE GIUSTO**  
SHERIFF

(503) 255-3600 PHONE  
(503) 251-2484 TTY  
[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

December 15, 2005

Board of County Commissioners  
501 SE Hawthorne Boulevard, Suite 600  
Portland, OR 97214-3587

Oregon Liquor Control Commission  
9079 SE McLoughlin Boulevard  
Portland, OR 97222-7355

Regarding: Wildwood Golf Course  
21881 NW St. Helens Road  
Portland, OR 97231

Subject: Liquor License Applicant  
Limited On Premises Sales

Owner:	William O'Meara	Paul VanDomean	Kay O'Meara
	Dob 9/6/60	Dob 7/2/59	Dob 7/26/61
	21881 NW St Helens Rd	940 NE Birchaire Ln	21881 NW St Helens Rd
	Portland, OR 97231	Hillsboro, OR 97124	Portland, OR 97231

The Multnomah County Sheriff's Office has completed its investigation for the above liquor license renewal. Assessment and Taxation reported that the address listed 21881 NW St Helens Road is in compliance with the Assessment and Taxation Office. The Land Use Planning Division has reported that they have no objection to the renewal of the liquor license. Nothing in the background check of owner/s raised any questions or concerns.

With the investigation completed, the Multnomah County Sheriff's Office forwards a FAVORABLE RECOMMENDATION for the Liquor License Renewal.

Sincerely,

A handwritten signature in cursive script that reads "Bernie Giusto".

Bernie Giusto  
Sheriff



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-16  
Est. Start Time: 9:30 AM  
Date Submitted: 12/06/05

BUDGET MODIFICATION: -

**Agenda Title:** **RESOLUTION: Annual Authorization for Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees of Multnomah County Sheriff's Office**

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

Date Requested:	December 15, 2005	Time Requested:	N/A
Department:	Sheriff's Office	Division:	Business Services
Contact(s):	Wanda Yantis		
Phone:	503-988-4455	Ext.	84455
		I/O Address:	503/350
Presenter(s):	Consent Calendar		

### General Information

**1. What action are you requesting from the Board?**

MCSO recommends the adoption of a resolution designating a portion of the compensation received by two of its Chaplains to be used as a Housing Allowance.

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

The Multnomah County Sheriff's Office employs Edward Stelle and Lewis Kyle as Chaplains serving inmates and employees of Multnomah County Sheriff's Office. The Sheriff's Office does not provide housing to either Chaplain. Based on 26 USC § 107(2) allows clergy to exclude from the calculation of their gross income, the housing allowance paid as part of their compensation, to the extent used by them to rent or provide a home.

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

The following Chaplains are allowed to designate the following amounts of their compensation as a housing allowance for calendar year 2005, subject to the requirements and limitations of internal revenue law:



Chaplain	Housing Allowance
Edward Stelle	Amount Per Annum
	\$10,000
Lewis Kyle	\$19,000

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

Allowance is in accordance with (US Code) 26 USC § 107(2).

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


None.

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 12/06/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Annual Authorization for Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees of Multnomah County Sheriff's Office

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Sheriff's Office employs Edward Stelle and Lewis Kyle as chaplains serving inmates and employees of Multnomah County Sheriff's Office.
- b. The Sheriff's Office does not provide housing to either chaplain.
- c. 26 USC §107(2) allows clergy to exclude from the calculation of their gross income the housing allowance paid as part of their compensation, to the extent used by them to rent or provide a home.

**The Multnomah County Board of Commissioners Resolves:**

The following chaplains are allowed to designate the following amounts of their compensation as a housing allowance for calendar year 2005, subject to the requirements and limitations of internal revenue law:

<u>Chaplain</u>	<u>Housing Allowance Amount Per Annum</u>
Edward Stelle	\$10,000
Lewis Kyle	\$19,000

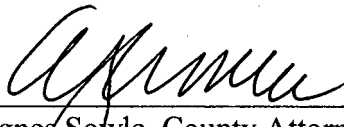
DATED this 15<sup>TH</sup> DAY OF DECEMBER, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES A. SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Agnes Sowle, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-204**

Annual Authorization for Designation of a Portion of Compensation as a Housing Allowance for Chaplains Serving Inmates and Employees of Multnomah County Sheriff's Office

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Sheriff's Office employs Edward Stelle and Lewis Kyle as chaplains serving inmates and employees of Multnomah County Sheriff's Office.
- b. The Sheriff's Office does not provide housing to either chaplain.
- c. 26 USC §107(2) allows clergy to exclude from the calculation of their gross income the housing allowance paid as part of their compensation, to the extent used by them to rent or provide a home.

**The Multnomah County Board of Commissioners Resolves:**

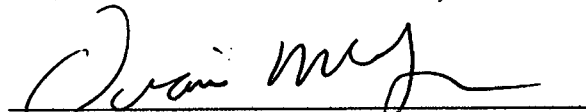
The following chaplains are allowed to designate the following amounts of their compensation as a housing allowance for calendar year 2005, subject to the requirements and limitations of internal revenue law:

<u>Chaplain</u>	<u>Housing Allowance Amount Per Annum</u>
Edward Stelle	\$10,000
Lewis Kyle	\$19,000

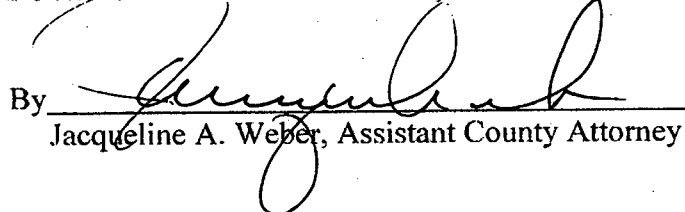
ADOPTED this 15th day of December, 2005.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

AGNES A. SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Jacqueline A. Weber, Assistant County Attorney



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: C-17  
Est. Start Time: 9:30 AM  
Date Submitted: 11/16/05

### BUDGET MODIFICATION:

**Agenda Title:** RESOLUTION Authorizing the Repurchase of a Tax Foreclosed Property to the Former Owner Howard J. Willett

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

<b>Date Requested:</b>	December 15, 2005	<b>Time Requested:</b>	Consent Item
<b>Department:</b>	Community Services	<b>Division:</b>	Tax Title
<b>Contact(s):</b>	Gary Thomas		
<b>Phone:</b>	503-988-3590	<b>Ext.</b>	22591
		<b>I/O Address:</b>	503/4/TT
<b>Presenter(s):</b>	Gary Thomas		

### General Information

**1. What action are you requesting from the Board?**

The Tax Title Section is requesting the Board to approve the repurchase of a tax foreclosed property by the former owner HOWARD J. WILLETT.

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

The subject property (as shown in Exhibit A) was foreclosed on for delinquent property taxes and came into County ownership on October 17, 2005. A letter dated November 4, 2005 was sent to the former owner of record, providing the opportunity to repurchase the property. The former owners' property manager called Tax Title on November 8, 2005 and requested to repurchase the property. A check for the full payment was received on November 9, 2005.

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

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

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

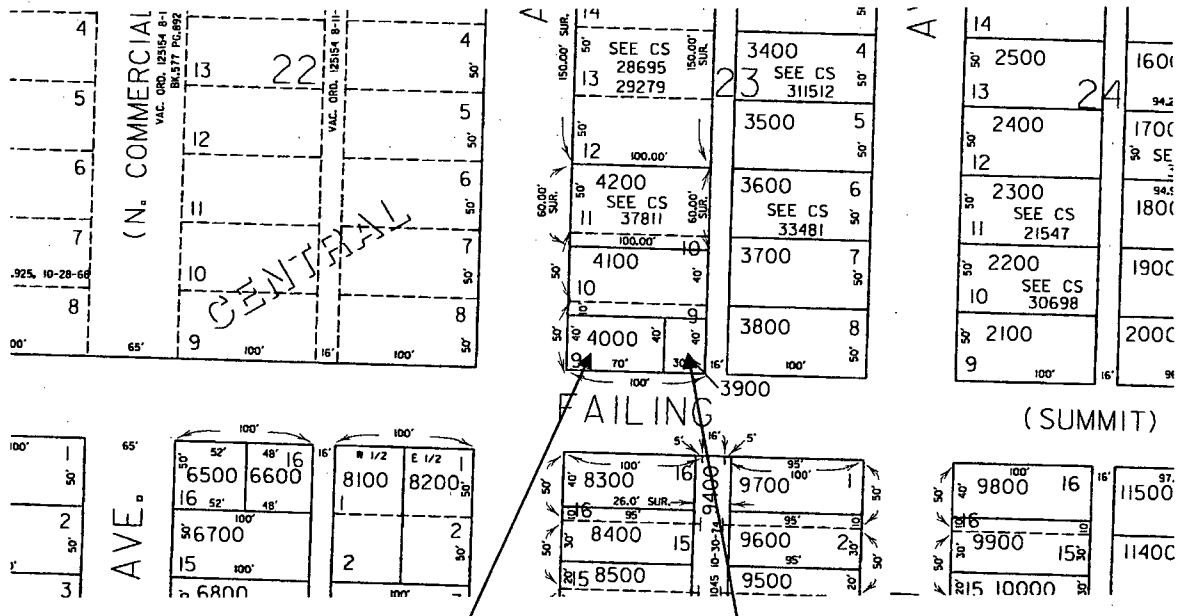
Multnomah County Code Section 7.402 provides for 30 days notice to the former owner of record to repurchase a property foreclosed on for delinquent property taxes.

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

No citizen or government participation is anticipated.

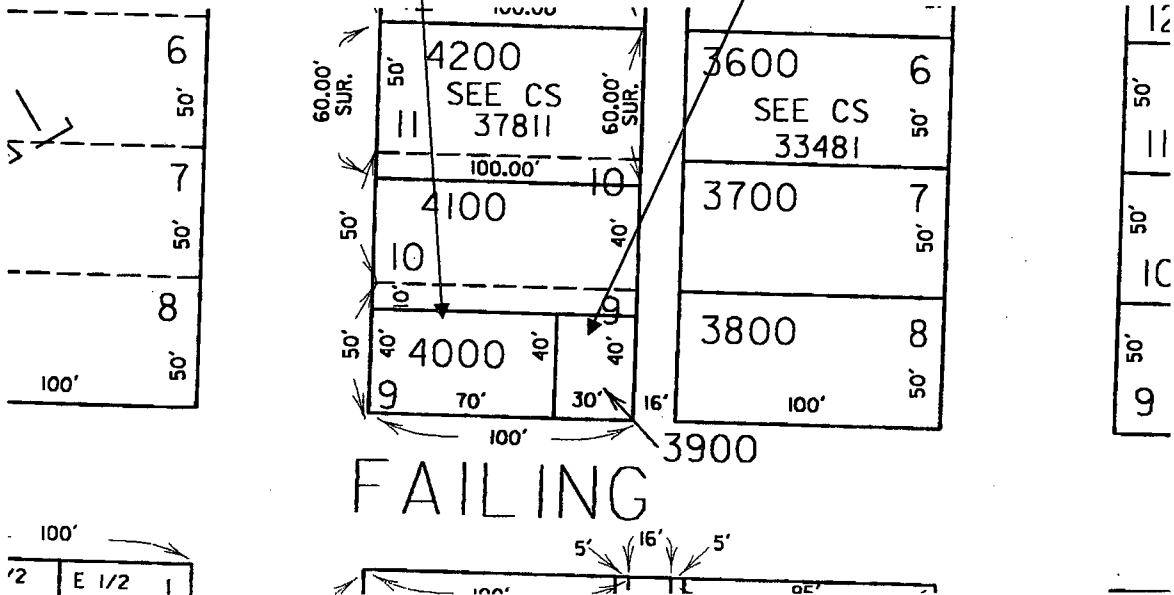
# EXHIBIT A

R131147



3902 N Haight Ave

Subject



**EXHIBIT B**  
**PROPOSED PROPERTY LISTED FOR REPURCHASE**  
**FISCAL YEAR 2006**

**LEGAL DESCRIPTION:**

East 30 Feet of the South 40 Feet of Lot 9, Block 23, CENTRAL ALBINA, located in the City of Portland, Multnomah County, Oregon.

PROPERTY ADDRESS:	Vacant Lot
TAX ACCOUNT NUMBER:	R131147
GREENSPACE DESIGNATION:	No designation
SIZE OF PARCEL:	1,200 Square Feet
ASSESSED VALUE:	\$1,200

**ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE**

BACK TAXES & INTEREST:	\$39.27
TAX TITLE MAINTENANCE COST & EXPENSES:	\$257.50
PENALTY & FEE:	\$271.0
CITY LIENS: (Proof of Payment from the City has been received)	\$0.
SUB-TOTAL	\$567.77
MINIMUM PRICE REQUEST FOR REPURCHASE	\$567.77

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 11/16/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



## **BOGSTAD Deborah L**

---

**From:** GRACE Becky J  
**Sent:** Wednesday, November 16, 2005 11:21 AM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: December 15 Agenda Willett Repurchase

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

**From:** CREAN Christopher D  
**Sent:** Tuesday, November 15, 2005 8:27 AM  
**To:** GRACE Becky J  
**Subject:** RE: December 15 Agenda Willett Repurchase

Becky –

I have reviewed the proposed resolution and deed for the Willett sale and they may be forwarded for signature as proposed. Thanks.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Monday, November 14, 2005 3:44 PM  
**To:** CREAN Christopher D  
**Subject:** December 15 Agenda Willett Repurchase

Hi Chris,

Attached for your review and approval are the Board Agenda Documents for the Willett Repurchase on December 15.  
Thanks!

11/21/2005

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing the repurchase of a Tax Foreclosed Property by the former owner, HOWARD J. WILLETT.

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes, and HOWARD J. WILLETT is the former owner of record.
- b. HOWARD J. WILLETT has applied to the County to repurchase the property for \$567.77, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.
- c. The Tax Title Section has received payment in the amount of \$567.77 from HOWARD J. WILLETT.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair is authorized to execute Bargain and Sale Deed D062039 conveying to the former owner the following described real property located in the City of Portland, Multnomah County, Oregon:

East 30 Feet of the South 40 Feet of Lot 9, Block 23, CENTRAL ALBINA, in the City of Portland, Multnomah County, Oregon.

ADOPTED this 15th day of December, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements  
Shall be sent to the following address:  
HOWARD J. WILLETT  
%WILLETT INVESTMENT PROPERTIES  
PO BOX 11811  
PORTLAND OR 97211

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION  
503/4

**Bargain and Sale Deed D062039 for R131147**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HOWARD J. WILLETT, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

East 30 Feet of the South 40 Feet of Lot 9, Block 23, CENTRAL ALBINA, located in the City of Portland, Multnomah County, Oregon.

The true consideration paid for this transfer is \$567.77.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 15th day of December 2005, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

This Deed was acknowledged before me this 15th day of December 2005, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-205**

Authorizing the Repurchase of a Tax Foreclosed Property by the Former Owner,  
HOWARD J. WILLETT

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes, and HOWARD J. WILLETT is the former owner of record.
- b. HOWARD J. WILLETT has applied to the County to repurchase the property for \$567.77, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.
- c. The Tax Title Section has received payment in the amount of \$567.77 from HOWARD J. WILLETT.

**The Multnomah County Board of Commissioners Resolves:**

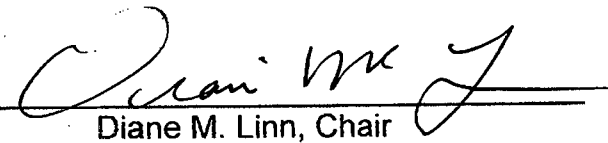
1. The Chair is authorized to execute Bargain and Sale Deed D062039 conveying to the former owner the following described real property located in the City of Portland, Multnomah County, Oregon:

East 30 Feet of the South 40 Feet of Lot 9, Block 23, CENTRAL ALBINA,  
in the City of Portland, Multnomah County, Oregon.

ADOPTED this 15th day of December, 2005.

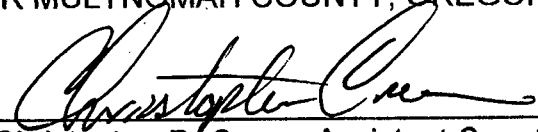


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements  
shall be sent to the following address:  
HOWARD J. WILLETT  
%WILLETT INVESTMENT PROPERTIES  
PO BOX 11811  
PORTLAND OR 97211

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION  
503/4

**Bargain and Sale Deed D062039 for R131147**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HOWARD J. WILLETT, Grantee that certain real property, located in the City of Portland Multnomah County, Oregon more particularly described as follows:

East 30 Feet of the South 40 Feet of Lot 9, Block 23, CENTRAL ALBINA, located in the City of Portland, Multnomah County, Oregon.

The true consideration paid for this transfer is \$567.77.

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

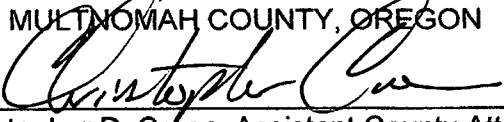
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 15th day of December 2005, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Deed was acknowledged before me this 15th day of December 2005, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

\_\_\_\_\_  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09

Until a change is requested, all tax statements  
Shall be sent to the following address:  
HOWARD J. WILLETT  
%WILLETT INVESTMENT PROPERTIES  
PO BOX 11811  
PORTLAND OR 97211

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE DIVISION  
503/4

**Bargain and Sale Deed D062039 for R131147**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HOWARD J. WILLETT, Grantee that certain real property, located in the City of Portland Multnomah County, Oregon more particularly described as follows:

East 30 Feet of the South 40 Feet of Lot 9, Block 23, CENTRAL ALBINA, located in the City of Portland, Multnomah County, Oregon.

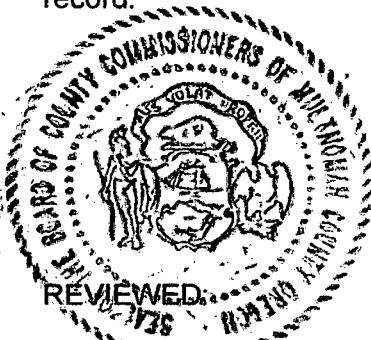
The true consideration paid for this transfer is \$567.77.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 15th day of December 2005, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

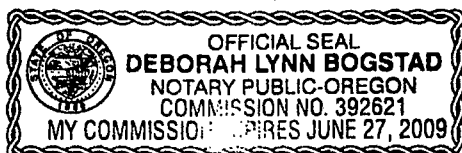


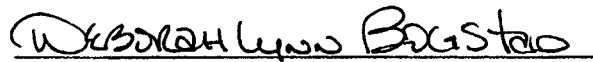
AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                     )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Deed was acknowledged before me this 15th day of December 2005, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



  
Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/09



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: UC-1  
Est. Start Time: 9:30 AM  
Date Submitted: 12/12/05

**BUDGET MODIFICATION:** -

**Agenda Title:** Approval of Renewal of an Auto Wrecker's license for Frank Miller Truck  
Wrecking at 28609 SE Orient Drive

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

**Date Requested:** December 15, 2005  
**Time Requested:** N/A  
**Department:** Non-Departmental  
**Division:** Commissioner Lonnie Roberts - District 4  
**Contact(s):** Derrick Tokos and Don Kienholz  
**Phone:** 503-988-3043 **Ext.** 29270 **I/O Address:** 455/116  
**Presenter(s):** Karen Schilling

### General Information

**1. What action are you requesting from the Board?**

Approval of the renewal of an auto wrecking yard license for Loop Hi-Way Towing located at 28609 SE Orient Drive. The renewal license would be valid from January 1, 2006 to December 31, 2006.

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

Loop Hi-Way Towing is currently licensed to operate at 28609 SE Orient Drive. This license expires December 31, 2005. In order to renew the license, the wrecking yard must apply for a business certificate through the Department of Motor Vehicles. In order for the business certificate to be approved, the local governing body must authorize the business pursuant to ORS 822.140. Loop Hi-Way Towing has been authorized by Multnomah County each year since 1986. A staff report is available as case file T1-05-068 at the Land Use Planning office detailing how the current proposal complies with County and State regulations for wrecking yard license renewal. The approval of the county, as the governing body, is required on the attached DMV application for Business Certificate. The DMV application for Business Certificate and the enclosed surety bond

must be returned to the business owner after a decision on whether or not to approve the renewal has been rendered.

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

None

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

The current license under which Loop Hi-way Towing is operating expires December 31, 2005. In order to continue operation without a lapse in licensure, the renewal must be approved before December 31, 2005.

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

Loop Hi-Way Towing has submitted all the materials necessary for the renewal application. Land Use Planning staff has contacted both the Multnomah County Sheriff Office and the Assessment and Taxation Office to obtain information required by MCC 15.202.

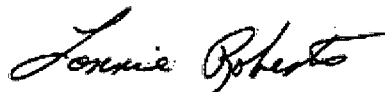
No other participation by citizens or government has taken place. No complaints have been received regarding Loop Hi-Way Towing in calendar year 2005.

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**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/12/05

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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





**Department of Community Services**  
**MULTNOMAH COUNTY OREGON**

**Land Use and Transportation Program**  
**1600 SE 190<sup>th</sup> Avenue**  
**Portland, Oregon 97233-5910**  
**(503) 988-3043**

**Staff Report**  
**Determination of Compliance**  
**2004 Wrecker's License Renewal**  
**Loop Hi-Way Towing**  
**28609 SE Orient Drive**

**Case# T1-05-068**

This Staff Report and Determination of Compliance is made pursuant to the requirements specified by Multnomah County Code Section 5.10.010 Wrecker certificate processing fees. An application for renewal of a Wrecker Certificate as required by the State of Oregon Department of Motor Vehicles was submitted by Irma Milne, 28304 SE Orient Drive, Gresham, Oregon on November 10, 2005.

**I. Conditions of Approval:**

1. The applicant shall obtain a Business Certificate as a wrecker of motor vehicles from the Oregon Department of Transportation. Applications for future wrecker's license renewals shall include a copy of the prior years wreckers certificate issued by the Oregon Department of Transportation.
2. If there are any changes to the property during the year prior to renewal of wrecker certification, applications for future wrecker's license renewals shall include submittal of a site plan, drawn to scale, showing the revisions. Expansion of the dimensions of the wrecking yard shall not occur without prior approval of the County.
3. Taxes shall be kept current prior to approval of future wrecker's license renewals.
4. Any application for a wreckers license or renewal must be reviewed by staff and presented to the Board of County Commissioners as required under MCC 15.200 et. seq.

**II. Applicable Zoning Considerations:**

The applicable zoning considerations as specified in MCC 15.202(B)(3) and (5) are addressed below:

**A. Compliance with the requirements of ORS 822.110:**

**The Oregon Department of Transportation shall issue a wrecker certificate to any person if the person meets all of the following requirements:**

- (1) The person must establish that the area approved under the wrecker certificate for use in a wrecking business meets one of the following:**
  - (a) The area is more than 1,100 feet from the nearest edge of the right of way of any state highway.**
  - (b) The business conducted within the area is hidden or adequately screened by the terrain or other natural objects or by plantings, fences or other natural objects or by plantings, fences or other appropriate means, so as not to be visible from the main traveled way of the highway, in accordance with rules adopted by the director.**
  - (c) The area and the business thereon are located in an area zoned for industrial use under authority of the laws of this state.**
- (2) The person must pay the fee required under ORS 822.700 for issuance of a wreckers certificate.**
- (3) The person must complete the application for a wrecker certificate described under ORS 822.115.**
- (4) The person must deliver to the department any approvals by local governments required under ORS 822.140.**
- (5) The person must deliver to the department a bond or letter of credit that meets the requirements of ORS 822.120.**

**Finding:** Photos taken of the site by Land Use Planning staff on December 9, 2005 confirm that both natural vegetation and a fence screen vehicles from adjacent roads consistent with ORS 833.110 (1)(b). Compliance with the requirements with ORS 833.110 (2)-(5) are ensured by the Wreckers Certificate issued by the Oregon Department of Transportation. Old Republic Surety Company has provided the bond necessary to comply with ORS 822.120. A Wreckers Certificate for 2005 was submitted to the Land Use Planning Division and is in the case file.

**B. Compliance with the business locational provisions of ORS 822.135:**

- (1) A person commits the offense of improperly conducting a wrecking business if the person holds a wrecker certificate issued under ORS 822.110 and the person does any of the following:**
  - (b) Expands the dimensions of or moves any of the person's places of business or opens any additional places of business without obtaining**

**a supplemental wrecker certificate by the procedure under ORS 822.125.**

**Finding:** Staff has found no evidence or indication that the dimensions of the wrecking yard have been expanded beyond that of the existing Wreckers Certificate. A site plan was submitted that clearly identifies the dimensional boundaries of the wrecking yard (fenced and/or screened areas) in relation to property lines. Expansion of the dimensions of the wrecking yard shall not occur without prior approval of the County.

**(g) Fails to keep the premises on the outside of the establishment clear and clean at all times.**

**Finding:** The Land Use Planning Section conducted a field inspection on December 9, 2005 and took photos of the site confirming the area outside the establishment is clear and clean. There has been no indication since that time of the establishment not being kept clear and clean.

**(h) Conducts any wrecking, dismantling or altering of vehicles outside the building, enclosure or barrier on the premises of the business.**

**Finding:** Based on staffs' field inspection, no dismantling or altering of vehicles outside the fenced area of the business was evident. Furthermore, there has been no indication since then that the dismantling or altering of vehicles has taken place outside the premises of the business.

### **C. Compliance with zoning regulations:**

The wrecking yard was determined to be a non-conforming use in the 12/16/91 "Report of Site Inspection" contained in the wrecking yard file on the subject property, a copy of which is kept in the Land Use Planning Office. The file contains a record of license renewal requests from 1986 forward. Examination of department land use inventory maps and zoning maps indicates that the business was in existence on the property in 1975, at which time the property was zoned M-1, which allowed the use. The property was re-zoned in 1997 to MUF-20, a district which does not allow the use, therefore it became non-conforming at that time.

### **III. Notification:**

Notice of this application was sent to the Multnomah County Sheriff on December 7, 2005. A recommendation of approval from the County Sheriff's Office was received on December 7, 2005 based upon a clean background check.

The 2005 Wrecker Renewal License was approved with a condition that "Taxes shall be kept current prior to approval of future wrecker's license renewals." No


taxes are currently owed on the property according to a representative of the Multnomah County Assessment and Taxation in an email received on December 6, 2005.

**IV. Recommendation:**

The staff of the Land Use Planning Section respectfully recommends that the above license renewal be approved, based upon findings that the business satisfies the applicable requirements contained in MCC 15.200\* and ORS 822.110, ORS 882.135 and continues to retain a non-conforming status.

Dated this 9<sup>th</sup> day of December 2005.

Multnomah County Department of Community and Sustainable Development  
Land Use and Transportation Program

  
By Don Kienholz, *Planner*  
For: Karen Schilling, *Planning Director*

28609 SE ORIENT DR.

Gresham, OR 97030

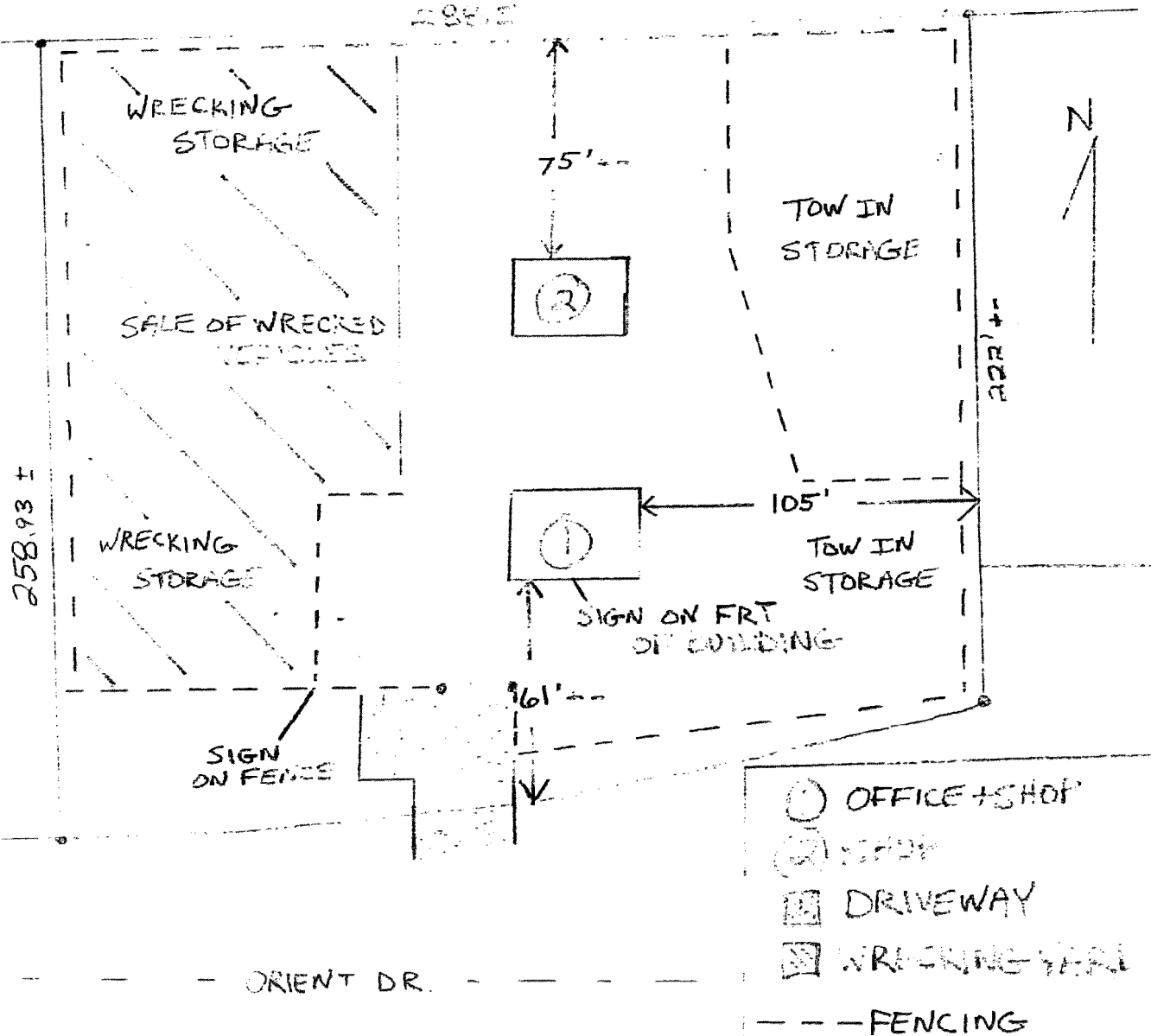
Site Plan Scale 1"=50'

30'

POWELL VALLEY RD

30'

288'E



ORIENT DR.

ROLLING HILLS  
ADDY

64:1117 01/10/10

11/10/10

**PROPERTY DESCRIPTION**

SITUS: 28609 SE ORIENT DR  
SECTION 19 1S 4E; TL 100 1.56 ACRES

CODE AREA: 088

ACCOUNT NO: R342197

MILNE, HAROLD M & IRMA M  
28609 SE ORIENT DR  
GRESHAM, OR 97080-9025

VALUES:	LAST YEAR	THIS YEAR
---------	-----------	-----------

MARKET VALUES:		
LAND	63,850	69,600
STRUCTURE	38,890	42,390
TOTAL RMV VALUE	102,740	111,990

TAXABLE VALUES:		
ASSESSED VALUE	56,410	58,100

PROPERTY TAXES: \$916.96 \$937.14

Please read the PROPERTY TAX INFORMATION insert. It may answer your questions and help you avoid potentially long waits.

**TAX PAYMENT OPTIONS**

(See back of statement for payment instructions)

	Pay By	Discount	Net Amount Due
In Full	11/15/05	28.11	\$909.03
2/3	11/15/05	12.50	\$612.26
1/3	11/15/05	NONE	\$312.38

PLEASE MAKE PAYMENT TO: Multnomah County

2005-06 CURRENT TAX BY DISTRICT:

MULTNOMAH CO ESD	26.59
MT HOOD COMMUNITY COLLEGE	28.57
GRESHAM-BARLOW SCHL DIST #10	263.01
EDUCATION TAXES:	\$318.17

PORT OF PORTLAND	4.07
MULT CO FIRE DISTRICT #10	165.74
METRO	5.61
LUSTED WATER DIST	14.08
MULTNOMAH COUNTY	252.35
EAST MULT SOIL/WTR CONSERVATN	2.40
MULT CO LIBRARY LOCAL OPT TAX	43.87
GENERAL GOVERNMENT TAXES:	\$488.12

METRO BONDS	10.89
MULTNOMAH COUNTY BONDS	12.09
TRI-MET TRANSPORTATION BONDS	6.92
GRESHAM-BARLOW SD #10 BONDS	65.69
ORIENT ELEM SCHL #6 OLD BONDS	35.26
BONDS AND MISC TAXES:	\$130.85

2005-06 TAX (Before Discount) \$937.14

DELINQUENT TAXES: \$0.00

**TOTAL (After Discount): \$909.03**

PLEASE DETACH STUB AND RETURN WITH PAYMENT. RETAIN TOP PORTION FOR YOUR RECORDS.

11/4/05  
pdck  
# 19042  
\$909.03

MULTNOMAH COUNTY  
ALYNN  
67:11W 01A0W 00



DEPARTMENT OF TRANSPORTATION  
DRIVER AND MOTOR VEHICLE SERVICES  
1000 LAKE AVENUE, SALEM, OREGON 97314

# APPLICATION FOR BUSINESS CERTIFICATE AS A DISMANTLER OF MOTOR VEHICLES OR SALVAGE POOL OPERATOR

CERTIFICATE NUMBER

EXPIRATION DATE

- PLEASE TYPE OR PRINT LEGIBLY WITH INK.
- SEE PAGE 4 FOR INSTRUCTIONS FOR COMPLETING A DISMANTLER APPLICATION.
- ANY ALTERATION OF LINE 3 VOIDES LOCATION APPROVAL.

☐ ORIGINAL ☒ RENEWAL

LEGAL NAME OF APPLICANT (OWNER, PARTNERSHIP, LLC OR CORPORATION NAME)

OREGON REGISTRY NUMBER (IF LLC OR CORPORATION)

1 Loop Hi-Way Towing

498115-81

BUSINESS NAME OF APPLICANT (IF ASSUMED BUSINESS NAME OR TRADE NAME)

OREGON REGISTRY NUMBER (IF USING ASSUMED BUSINESS NAME OR TRADE NAME)

BUSINESS TELEPHONE

2 Loop Hi-Way Towing

498115-81

(503) 663-3111

MAIN BUSINESS LOCATION (STREET AND NUMBER)

CITY Gresham

ZIP CODE

97080

COUNTY

Mult.

MAILING ADDRESS

4 28609 SE Orient Dr.

CITY Gresham

STATE

OR.

ZIP CODE

97080

CHECK ORGANIZATION TYPE:

☐ Individual

☒ Partnership

☐ LLC

☐ Corporation:

If corporation, list the state under whose law business is incorporated:

- 6 a) THE DIMENSIONS OF THE PROPERTY ON WHICH THE BUSINESS IS LOCATED ARE 1.56 Acres ft.  
b) ORS 822.115(4) requires applicants to file a description of the location of the dismantling yard. Accordingly, please file a plat map or other description of the location of the premises..

7 By signing this application you are also certifying that:

- The right of way of any highway adjacent to the area proposed for approval to conduct the dismantling business is used for access to the premises and public parking;
- You maintain a building or enclosure or other barrier at least six feet high for the purpose of conducting the dismantling business;
- You will not store any vehicles or vehicle parts or conduct the dismantling business outside of the building, enclosure or barrier;
- The business is hidden and adequately screened by the terrain or other natural objects or by plants, fences or other appropriate means so as not to be visible from the main traveled way or the highway except as permitted by ORS 822.135.

## 8 LOCAL GOVERNMENT APPROVAL (CITY / COUNTY)

By signing this application you are authorizing a dismantler business to be conducted at the location listed on Line 3 of this application. If a dismantler business cannot be conducted at that location, or if any of the conditions below are not met, do not sign this approval.

I CERTIFY THAT THE GOVERNING BODY OF THE ☒ CITY ☐ COUNTY OF Multnomah HAS:

- APPROVED THE APPLICANT AS BEING SUITABLE TO ESTABLISH, MAINTAIN OR OPERATE A MOTOR VEHICLE DISMANTLING BUSINESS (ORIGINAL APPLICATIONS ONLY).
- DETERMINED THAT THE LOCATION OR PROPOSED LOCATION MEETS THE REQUIREMENTS FOR THAT LOCATION UNDER ORS 822.110.
- DETERMINED THAT THE LOCATION DOES NOT VIOLATE ANY APPLICABLE PROVISION OF ORS 822.135.
- APPROVED THE LOCATION AND DETERMINED THAT THE LOCATION COMPLIES WITH ANY REGULATIONS ADOPTED BY THE JURISDICTION UNDER ORS 822.140.

▼ PLACE STAMP OR SEAL HERE ▼

MULTNOMAH COUNTY  
Land Use Planning Division  
1600 SE 190th Ave.  
Portland, Oregon 97233

I ALSO CERTIFY THAT I AM AUTHORIZED TO SIGN THIS APPLICATION AND AS EVIDENCE OF SUCH AUTHORITY DO AFFIX HEREON THE SEAL OR STAMP OF THE CITY OR COUNTY.

9 NAME Don Kienholz

TITLE Planner

PHONE NUMBER (503) 988-3043

10 SIGNATURE Don Kienholz

DATE 12-9-05



DEPARTMENT OF TRANSPORTATION  
DRIVER AND MOTOR VEHICLE SERVICES  
1805 LANA AVE NE, SALEM OREGON 97314

# APPLICATION FOR BUSINESS CERTIFICATE AS A DISMANTLER OF MOTOR VEHICLES OR SALVAGE POOL OPERATOR

EXPIRATION DATE

- PLEASE TYPE OR PRINT LEGIBLY WITH INK.
- SEE PAGE 4 FOR INSTRUCTIONS FOR COMPLETING A DISMANTLER APPLICATION.
- ANY ALTERATION OF LINE 3 VOIDES LOCATION APPROVAL.

☐ ORIGINAL ☒ RENEWAL

1 LEGAL NAME OF APPLICANT (OWNER, PARTNERSHIP, LLC OR CORPORATION NAME) <u>Loop Hi-Way Towing</u>		OREGON REGISTRY NUMBER (IF LLC OR CORPORATION) <u>498115-81</u>	
2 BUSINESS NAME OF APPLICANT (IF ASSUMED BUSINESS NAME OR TRADE NAME) <u>Loop Hi-Way Towing</u>		OREGON REGISTRY NUMBER (IF USING ASSUMED BUSINESS NAME OR TRADE NAME) <u>498115-81</u>	BUSINESS TELEPHONE <u>(503) 663-3111</u>
3 MAIN BUSINESS LOCATION (STREET AND NUMBER) <u>28609 SE Orient Dr</u>		CITY <u>Gresham</u>	ZIP CODE <u>97080</u>
4 MAILING ADDRESS <u>28609 SE Orient Dr</u>		CITY <u>Gresham</u>	STATE <u>OR</u>
		ZIP CODE <u>97080</u>	

5 CHECK ORGANIZATION TYPE:  
☐ Individual ☒ Partnership ☐ LLC ☐ Corporation: If corporation, list the state under whose law business is incorporated: \_\_\_\_\_

- 6 a) THE DIMENSIONS OF THE PROPERTY ON WHICH THE BUSINESS IS LOCATED ARE 1.56 acres ft.  
 b) ORS 822.115(4) requires applicants to file a **description of the location** of the dismantling yard. Accordingly, please file a plat map or other description of the location of the premises..

- 7 By signing this application you are also certifying that:
1. The right of way of any highway adjacent to the area proposed for approval to conduct the dismantling business is used for access to the premises and public parking;
  2. You maintain a building or enclosure or other barrier at least six feet high for the purpose of conducting the dismantling business;
  3. You will not store any vehicles or vehicle parts or conduct the dismantling business outside of the building, enclosure or barrier;
  4. The business is hidden and adequately screened by the terrain or other natural objects or by plants, fences or other appropriate means so as not to be visible from the main traveled way or the highway except as permitted by ORS 822.135.

## 8 LOCAL GOVERNMENT APPROVAL (CITY / COUNTY)

By signing this application you are authorizing a dismantler business to be conducted at the location listed on Line 3 of this application. If a dismantler business cannot be conducted at that location, or if any of the conditions below are not met, do not sign this approval.

I CERTIFY THAT THE GOVERNING BODY OF THE ☒ CITY ☐ COUNTY OF Multnomah HAS:

- A) APPROVED THE APPLICANT AS BEING SUITABLE TO ESTABLISH, MAINTAIN OR OPERATE A MOTOR VEHICLE DISMANTLING BUSINESS (ORIGINAL APPLICATIONS ONLY).
- B) DETERMINED THAT THE LOCATION OR PROPOSED LOCATION MEETS THE REQUIREMENTS FOR THAT LOCATION UNDER ORS 822.110.
- C) DETERMINED THAT THE LOCATION DOES NOT VIOLATE ANY APPLICABLE PROVISION OF ORS 822.135.
- D) APPROVED THE LOCATION AND DETERMINED THAT THE LOCATION COMPLIES WITH ANY REGULATIONS ADOPTED BY THE JURISDICTION UNDER ORS 822.140.

I ALSO CERTIFY THAT I AM AUTHORIZED TO SIGN THIS APPLICATION AND AS EVIDENCE OF SUCH AUTHORITY DO AFFIX HEREON THE SEAL OR STAMP OF THE CITY OR COUNTY.



9 NAME <u>Diane M. Linn, Multnomah County</u>	TITLE <u>Chair</u>	PHONE NUMBER <u>(503) 988-3308</u>
10 SIGNATURE <u>[Signature]</u>		DATE <u>December 15, 2005</u>



Complete the section(s) below and sign.

(Be sure to attach a separate sheet to show additional owners.)

- List the primary owner, partners, LLC members or corporate officers below.
- If a member of a limited liability company (LLC) is a corporation, the president must provide information below.
- If a partner of a partnership is a corporation, the president must provide information below.
- If corporation or LLC, then Oregon registered agent name and address required below.

11	OREGON REGISTERED AGENT NAME		TELEPHONE NUMBER ( )	
12	OREGON REGISTERED AGENT STREET ADDRESS	CITY	STATE	ZIP CODE
13	OREGON REGISTERED AGENT MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP CODE

### OWNERSHIP INFORMATION

14	PRINT NAME OF OWNER / PARTNER / LLC MEMBER / CORPORATE OFFICER <u>Harold M. Milne</u>		TITLE <u>Partner</u>		RESIDENCE TELEPHONE NUMBER <u>(503) 663-5843</u>	
15	DATE OF BIRTH <u>08/5/43</u>	DRIVER LICENSE NUMBER <u>16416</u>	STATE OF ISSUANCE <u>OREGON</u>			
16	RESIDENCE ADDRESS <u>28304 SE ORIENT DR</u>		CITY <u>Gresham</u>	STATE <u>OR</u>	ZIP CODE <u>97080</u>	
17	MAILING ADDRESS (IF DIFFERENT)		CITY	STATE	ZIP CODE	

18	CERTIFYING SIGNATURE OF OWNER SHOWN ON LINE 14 ABOVE <u>X Harold M. Milne</u>				DATE	
19	PRINT NAME OF OWNER / PARTNER / LLC MEMBER / CORPORATE OFFICER <u>Carl H. Milne</u>		TITLE <u>Partner</u>		RESIDENCE TELEPHONE NUMBER <u>(503) 663-5462</u>	
20	DATE OF BIRTH <u>01/11/49</u>	DRIVER LICENSE NUMBER <u>1164029</u>	STATE OF ISSUANCE <u>OREGON</u>			
21	RESIDENCE ADDRESS <u>33915 SE Lusted Rd.</u>		CITY <u>Gresham</u>	STATE <u>OR</u>	ZIP CODE <u>97080</u>	
22	MAILING ADDRESS (IF DIFFERENT)		CITY	STATE	ZIP CODE	

23	CERTIFYING SIGNATURE OF OWNER SHOWN ON LINE 19 ABOVE <u>X Carl H. Milne</u>				DATE <u>11-4-05</u>	
24	PRINT NAME OF OWNER / PARTNER / LLC MEMBER / CORPORATE OFFICER		TITLE		RESIDENCE TELEPHONE NUMBER ( )	
25	DATE OF BIRTH	DRIVER LICENSE NUMBER	STATE OF ISSUANCE			
26	RESIDENCE ADDRESS		CITY	STATE	ZIP CODE	
27	MAILING ADDRESS (IF DIFFERENT)		CITY	STATE	ZIP CODE	
28	CERTIFYING SIGNATURE OF OWNER SHOWN ON LINE 24 ABOVE <u>X</u>				DATE	

29 Please attach (staple) copies of ALL owners, partners, LLC members or corporate officers official photo ID's (driver license or state issued identification card ONLY). If the residence address on the photo ID is different than the residence address listed on Page 2, submit a statement explaining why the addresses do not match.

Copy must be legible.

False certification is a Class B misdemeanor under ORS 162.085 and is punishable by six months in jail, a fine of up to \$1,000 or both. In addition, DMV sanctions against you or your dismantler certificate may be imposed. With this in mind... I certify that I am the owner, a partner, an LLC member, or a corporate officer of this business and that all information on this application is accurate and true. I certify that the right of way of any highway adjacent to the location listed above is used for access to the premises and public parking.

**SURETY BOND****BOND NUMBER**

**NOTE:** TO BE COMPLETED BY BONDING COMPANY. FAILURE TO ACCURATELY COMPLETE THIS FORM WILL CAUSE DELAY. PLEASE TYPE OR PRINT LEGIBLY WITH INK.

YLI 200603

**LET IT BE KNOWN:**THAT HAROLD M. MILNE AND CARL H. MILNE

(OWNER, PARTNERS, LLC OR CORPORATION NAME)

DOING BUSINESS AS LOOP HI-WAY TOWING

(ASSUMED BUSINESS NAME, IF ANY)

HAVING PRINCIPAL PLACE OF BUSINESS AT 28609 S.E. ORIENT DRIVE, GRESHAM, OR 97080

(ADDRESS, CITY, STATE, ZIP CODE)

WITH ADDITIONAL PLACES OF BUSINESS AT \_\_\_\_\_

(ADDRESS, CITY, STATE, ZIP CODE)

(ADDRESS, CITY, STATE, ZIP CODE)

STATE OF OREGON, AS PRINCIPAL(S), AND OLD REPUBLIC SURETY COMPANY

(SURETY NAME)

P.O. BOX 4627, PORTLAND, OR 97208

(ADDRESS, CITY, STATE, ZIP CODE)

( 503 ) 245-6242

TELEPHONE NUMBER

A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AND AUTHORIZED TO TRANSACT A SURETY BUSINESS IN THE STATE OF OREGON, AS SURETY, ARE HELD AND FIRMLY BOUND UNTO THE STATE OF OREGON IN THE PENAL SUM OF \$10,000 FOR THE PAYMENT OF WHICH THE PRINCIPAL(S) AND SURETY JOINTLY AND SEVERALLY BIND THEMSELVES, THEIR RESPECTIVE SUCCESSORS, AND ASSIGNS.

WHEREAS, THE PRINCIPAL(S) IS APPLYING FOR A DISMANTLER CERTIFICATE ISSUED BY THE OREGON DEPARTMENT OF TRANSPORTATION.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEN THE ABOVE NAMED PRINCIPAL(S) IS ISSUED A DISMANTLER CERTIFICATE TO CONDUCT A MOTOR VEHICLE DISMANTLING BUSINESS IN THIS STATE, SAID PRINCIPAL(S) MUST CONDUCT SUCH BUSINESS WITHOUT FRAUD OR FRAUDULENT REPRESENTATION, AND WITHOUT VIOLATION OF ANY OF THE PROVISIONS OF THE OREGON VEHICLE CODE SPECIFIED IN ORS 822.120, THEN AND IN THAT EVENT THIS OBLIGATION TO BE VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNLESS CANCELED PURSUANT TO ORS 742.366(2).

THIS BOND IS EFFECTIVE AS OF THE DATE THE PRINCIPAL(S) IS ISSUED A DISMANTLER CERTIFICATE BY THE OREGON DEPARTMENT OF TRANSPORTATION UNTIL DEPLETED BY CLAIMS PAID, UNLESS THE SURETY SOONER CANCELS THE BOND. THIS BOND MAY BE CANCELED BY THE SURETY GIVING WRITTEN NOTICE OF SUCH CANCELLATION TO THE DRIVER AND MOTOR VEHICLES DIVISION OF THE OREGON DEPARTMENT OF TRANSPORTATION. THIS BOND SHALL EXPIRE UPON EXPIRATION OF THE DISMANTLER CERTIFICATE, BUT MAY BE RENEWED UPON THE RENEWAL OF THE CERTIFICATE.

THIS BOND SHALL BE ONE CONTINUOUS OBLIGATION AND THE LIABILITY OF THE SURETY SHALL BE LIMITED TO THE AMOUNT OF THE PENALTY OF THIS BOND REGARDLESS OF WHETHER THIS BOND IS RENEWED OR OTHERWISE CONTINUED IN EFFECT UPON ITS ORIGINAL TERM.

THIS BOND IS EFFECTIVE JANUARY 1, 2006 AND EXPIRES DECEMBER 31, 2008 (BOND MUST EXPIRE ON THE LAST DAY OF THE MONTH)  
(MONTH, DAY) (YEAR) (MONTH, DAY) (YEAR)

**-- ANY ALTERATION VOIDS THIS BOND --**

IN WITNESS WHEREOF, THE SAID PRINCIPAL AND SAID SURETY HAVE EACH CAUSED THESE PRESENTS TO BE EXECUTED BY ITS AUTHORIZED REPRESENTATIVE OR REPRESENTATIVES AND THE SURETY CORPORATE SEAL TO BE HEREUNTO AFFIXED

THIS 2ND DAY OF NOVEMBER, 2005  
(DAY) (MONTH) (YEAR)

SIGNATURE OF OWNER, PARTNER OR CORPORATE OFFICER

X

*Harold M. Milne*

TITLE

SIGNATURE OF SURETY (AUTHORIZED REPRESENTATIVE)

X

*Heleen L. Seidl*

TITLE

HELEN L. SEIDL, ATTORNEY IN FACT

**SURETY'S AGENT OR REPRESENTATIVE MUST COMPLETE THIS SECTION:****PLACE SURETY SEAL BELOW**

IN THE EVENT A PROBLEM ARISES CONCERNING THIS BOND, CONTACT:

NAME

OLD REPUBLIC SURETY COMPANY

TELEPHONE NUMBER

503-245-6242

ADDRESS

P.O. BOX 4627

CITY, STATE, ZIP CODE

PORTLAND, OR 97208

APPROVED BY ATTORNEY GENERAL'S OFFICE



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

HELEN L. SEIDL, OF PORTLAND, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$5,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20TH day of APRIL, 2005.

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20TH day of APRIL, 2005, personally came before me, JAMES E. LEE and DAVID G. MENZEL to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My commission expires: 01/18/2009

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77-1005



OLD REPUBLIC SURETY COMPANY

Signed and sealed at the City of Brookfield, WI this 2nd day of November 2005

Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON COLORED BACKGROUND AND IS MULTI-COLORED

# WRECKER CERTIFICATE

## WR2007

**EFFECTIVE: JANUARY 1, 2005**

**EXPIRES: DECEMBER 31, 2005**

*Issued To:*

**HAROLD M MILNE & CARL H MILNE**

**DBA: LOOP HI-WAY TOWING**

**28609 SE ORIENT DR**

**GRESHAM OR 97080**

*This business is authorized to engage in buying, selling, or dealing in vehicles for the purpose of wrecking in the state of Oregon under the provisions of ORS 822.110, and to exercise privileges granted by certificate under the provisions of ORS 822.125.*

*To be valid, this certificate must be prominently posted at the business address listed above and is not valid at any other location. It is not valid if expired, revoked, canceled or suspended, under the provisions of ORS 822.045 and ORS 822.050.*

*Driver and Motor Vehicle Services  
Department of Transportation  
Salem OR 97314*

**\* ALTERATION, MUTILATION OR ERASURE WILL VOID CERTIFICATE \***



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # UC-2 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: UC-2  
Est. Start Time: 9:30 AM  
Date Submitted: 12/14/05

BUDGET MODIFICATION: -

**Agenda Title:** **NOTICE OF INTENT to Submit a Request for Grant Funding to the Juan Young Trust to Support Dental Services to Inmates at the Juvenile Detention Center**

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>5 mins</u>
<b>Department:</b>	<u>Health</u>	<b>Division:</b>	<u>Community Health Promotion, Partnerships, Planning</u>
<b>Contact(s):</b>	<u>Tom Waltz, Development Manager</u>		
<b>Phone:</b>	<u>503-988-3674</u>	<b>Ext.</b>	<u>22670</u>
<b>Presenter(s):</b>	<u>Tom Waltz</u>	<b>I/O Address:</b>	<u>160/9</u>

### General Information

**1. What action are you requesting from the Board?**

Authorize the Director of the Health Department to apply for grant funding from the Juan Young Trust to support the cost of providing dental services to youths at the Multnomah County Juvenile Detention Center.

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

The Multnomah County Juvenile Detention Center (JDC) is a holding facility for minors awaiting trial or serving post trial sentences. Currently, dental appointments are handled through an outside referral agency that arranges access to services to either Health Department or private providers. The process can take two weeks, and only urgent cases are currently being treated.

Dental needs among the JDC population are extensive. A total of 38 dental screenings involving JDC inmates were conducted from January 2005 to June 2005. Only individuals housed at the Center for 60 days or greater were screened. A third of those screened had no complaint, or felt they had no dental problems (however, it was observed that many had active dental caries). The other

two-thirds of individuals screened complained of a variety of different oral health issues, including broken teeth, tooth pain, wisdom teeth problems, and other problems.

The Health Department proposes to improve access to dental services by leasing a mobile dental clinic from NW Medical Teams. The mobile dental van is a self contained dental office on wheels that can be driven to a specific site. The attending dentist can provide dental treatment as he or she would in any dental office, including dental exams, x-ray, cleaning, fillings, extractions, etc.

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

The average operating cost of the clinic is \$750 per day, which will be provided through the grant.

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

No unusual legal issues have been identified. Providing access to dental care is consistent with County policy.

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

None.

# ATTACHMENT A

## Grant Application/Notice of Intent

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

- **Who is the granting agency?**

Juan Young Trust

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

The Foundation requires applicants to submit the following information to be considered for funding:

1. Grant application (a two page application form)
2. A brief narrative proposal adequate to help the Trust understand the request
3. Non profit documentation from the IRS.
4. List of Board of Directors.
5. Detailed budget for proposed project.
6. Statement describing financial condition of applicant organization to include last fiscal year, the current year to date and most recent audited report (if available).

The goal of the project is to improve access to dental care for JDC inmates.

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

This is a one-time only grant.

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

December 31, 2005

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

February 2006 through January 2008.

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

There are currently no plans to extend services beyond the funding period. The grant will provide dental services for 350 to 400 inmates, and it will help individuals to understand the importance of preventive measures, and it will create linkages to continued care as necessary upon their release from JDC.

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

Administrative and indirect costs are eligible expenses.

## ATTACHMENT B

### Required Signatures

Department/  
Agency Director:

*Lillian Shirley*

Date: 12/14/05

Budget Analyst:

*Debra*

Date: 12/14/05

Department HR:

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

Countywide HR:

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



**BOGSTAD Deborah L**

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**From:** WALTZ Tom R  
**Sent:** Wednesday, December 14, 2005 11:32 AM  
**To:** NAITO Terri W; WEST Kristen; BOGSTAD Deborah L; BOWEN-BIGGS Tara C; BRUNER Thomas; CARROLL Mary P; FUSSELL Rob; GORDON Kathy; LASHUA Matthew; LIEUALLEN Matt; MARTIN Chuck T; ROMERO Shelli D; SMITH Andy J  
**Subject:** NOI for Unanimous Consent  
**Importance:** High

Board Staff,

I learned from Deb's announcement on Monday that the Board's last meeting of the year is tomorrow. A grant opportunity that I have been waiting for to support access to dental services at Juvenile Justice is due December 31<sup>st</sup>. Is there any chance of getting the attached NOI on the unanimous consent for tomorrow's meeting? The NOI has been signed by Health and Budget.

Thanks.

TW

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12/14/2005



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-1 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-1  
Est. Start Time: 9:30 AM  
Date Submitted: 10/13/05

### BUDGET MODIFICATION: -

**Agenda Title:** Approval of Federal Legislative Agenda

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>30 minutes</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>Public Affairs Office</u>
<b>Contact(s):</b>	<u>Gina Mattioda</u>		
<b>Phone:</b>	<u>503 988-5766</u>	<b>Ext.</b>	<u>85766</u>
<b>I/O Address:</b>	<u>503/600</u>		
<b>Presenter(s):</b>	<u>Gina Mattioda and Representatives from Conkling Fiskum &amp; McCormick Inc.</u>		

### General Information

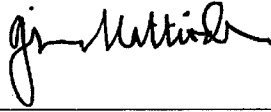
- What action are you requesting from the Board?**  
Approval of federal agenda as presented
- Please provide sufficient background information for the Board and the public to understand this issue.**  
Conkling Fiskum and McCormick Inc (CFM) are contracted by Multnomah County to lobby our federal delegation. The Board of County Commissioners and individual departments have compiled a list of items they would like CFM to carry to the delegation. Today's presentation seeks approval for this collective list of items.
- Explain the fiscal impact (current year and ongoing).**  
Unknown
- Explain any legal and/or policy issues involved.**  
None
- Explain any citizen and/or other government participation that has or will take place.**

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 10-13-05

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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

**MEMORANDUM**

December 15, 2005  
*As Approved by the Board 12/15/2005*

**TO:** Multnomah County Commissioners  
**FR:** Kate Cusack and Dan Jarman  
**RE:** Multnomah County 2006 Federal Agenda proposal and 2005 Agenda outcome

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**Presentation Format**

- Political and legislative landscape
- Recap of 2005 goals, Federal Agenda and results
- Recommended 2006 Federal Agenda

**Political and legislative landscape**

Congress is still in session, with an anticipated adjournment date of December 20<sup>th</sup>.

Yesterday the House passed the Labor, Health and Human Services, Education and Related Agencies (labor hhs) and the Defense appropriations bills. For the first time in nearly a decade, the labor hhs bill was free of earmarks.

Congress is also working on the Budget Reconciliation bill which has been highly controversial and will reduce federal spending by \$35-50 billion over five years. This bill contains provisions that make cuts to Medicaid, foster care, and child support programs. It is unknown whether Congress will pass the bill this year or early next year.

Finally, the federal deficit, the cost of the war in Iraq, and the impacts of this fall's Gulf Coast hurricanes all contribute to a desire to minimize spending on domestic programs.

**Recap of 2005 goals, Federal Agenda and results**

The most important goal of 2005 was to build the relationship between Multnomah County and the congressional delegation. The county's recently-overturned ban on lobbying created an opportunity to reconnect with the delegation. CFM worked with the county and the congressional delegation to build both a day-to-day working relationship, as well as provide an avenue for the county to publicly support the delegation's accomplishments.



Conkling Fiskum & McCormick Inc.

Examples of relationship building include the following: three County Commissioners visited the delegation in Washington D.C. and unveiled Multnomah County's 2005 Federal Agenda; the county hosted an event with Senator Gordon Smith, celebrating federal funds for the Sellwood Bridge; and numerous departments and county officials have hosted congressional staff to showcase unique county programs, such visits include the Health Department hosting Tara Ward from Senator Smith's staff and the Sheriff's Department hosting Spencer Wilson from Representative Blumenauer's staff as well as Alex Perkins and Scott Winkles from Senator Wyden's staff.

Status of 2005 Federal Agenda as of December 15, 2005

2005 Federal Agenda	
<b>Appropriations agenda:</b> <ul style="list-style-type: none"><li>▪ Sellwood Bridge funding <i>\$4 million request</i></li><li>▪ Meth fight funding <i>\$600,000 request</i></li><li>▪ Electronic Medical Records funding <i>\$517,000 request</i></li></ul>	<b>Legislative agenda:</b> <ul style="list-style-type: none"><li>▪ TEA-21 Reauthorization, including \$25 million for Sellwood bridge</li><li>▪ Secure Rural Schools Reauthorization <i>pending</i></li><li>▪ Oppose cuts to affordable housing including Section 8 housing subsidies</li><li>▪ Maintain Federal Share of Medicaid <i>pending</i></li><li>▪ Support pseudoephedrine access legislation that would require that non-prescription cold medicine be put behind the counter <i>pending</i></li><li>▪ Support passage of Second Chance Act <i>pending</i></li><li>▪ Support funding of the Mentally Ill Offender Treatment and Crime Reduction Act <i>pending</i></li><li>▪ Support increased funding for Byrne grants</li><li>▪ Support increased funding for Juvenile Accountability Incentive grants</li><li>▪ Support Lewis and Clark Mt. Hood Wilderness Act</li><li>▪ Support extension of deadlines for the Help America Vote Act</li></ul>
<b>Grant agenda:</b> <ul style="list-style-type: none"><li>▪ East County Justice Center/Courthouse</li><li>▪ Mentally Ill Offenders</li><li>▪ Health Clinic funding</li><li>▪ Housing grants</li><li>▪ Mental health grants</li><li>▪ Morrison Building demolition</li></ul>	<b>Developmental list:</b> <ul style="list-style-type: none"><li>▪ Safe and Successful Kids Project</li><li>▪ Funding for general drug use enforcement and prevention</li><li>▪ Health Clinic funding</li><li>▪ Mental Illness Funding in the Criminal Justice System</li><li>▪ Juvenile Justice Programs</li><li>▪ East County Justice Center/Courthouse</li></ul>



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As mentioned above, Congress has not yet finished legislative business for 2005. At this point, Multnomah County's 2005 Federal Agenda accomplishments include:

- **SAFETEA-LU**, the transportation reauthorization bill, passed this year at a funding level of \$286.5 billion over 4 years. The Sellwood Bridge received \$7 million in this legislation.
- The Byrne discretionary grant program was funded at a higher level than previous years (\$167 million in FY2005, \$191 million in FY2006)

**Pending Agenda Items:**

- The labor hhs appropriations bill is pending consideration in the Senate. The conference report includes no earmarks. Historically, this bill has allocated up to \$1 billion in earmarks.
- The Rural Schools and Community Self-Determination Act Reauthorization is supported by the White House but is not universally popular in Congress.
- Legislation limiting access to pseudoephedrine passed the House this week as a provision within the USA Patriot Act. The bill is pending consideration in the Senate.
- Congress may soon pass the budget reconciliation bill which may include cuts to Medicaid. The county is opposed cuts to Medicaid and approved a resolution that publicly registered concerns.

**Recommended 2006 Federal Agenda**

The 2006 Federal Agenda includes three appropriations requests that the county will be leading and one request for which the county will be playing a supporting role. Minimal modifications have been made to the Sellwood Bridge and the Electronic Medical Records requests. The Meth project is an expansion of the 2005 request. This comprehensive proposal includes law enforcement equipment, treatment and prevention support, and resources to assist the prosecution of meth offenders. The Bridges to Housing request will most likely be led by the City of Portland, as it was in 2005.



Conkling Fiskum & McCormick Inc.

2006 Federal Agenda (FY07 Appropriations funding)	
<b>Appropriations agenda:</b> <ul style="list-style-type: none"><li>▪ Sellwood Bridge funding \$3 million</li><li>▪ Comprehensive Meth project including law enforcement, treatment, prevention, and prosecution funding TBD</li><li>▪ Electronic Medical Records funding TBD</li><li>▪ Support potential City of Portland "Bridges to Housing" request</li></ul>	<b>Legislative agenda:</b> <ul style="list-style-type: none"><li>▪ Secure Rural Schools Reauthorization</li><li>▪ Oppose cuts to affordable housing including Section 8 housing subsidies</li><li>▪ Maintain Federal Share of Medicaid</li><li>▪ Support legislation that focuses on international meth and pseudoephedrine trafficking</li><li>▪ Support passage of Second Chance Act</li><li>▪ Support funding for Victims of Crime trust fund</li><li>▪ Support increased funding for Byrne grants</li><li>▪ Support increased funding for Juvenile Accountability Incentive grants</li><li>▪ Support Lewis and Clark Mt. Hood Wilderness Act</li><li>▪ Support reauthorization of Ryan White AIDS legislation and ensure a fair state formula</li></ul>
<b>Grant agenda:</b> <ul style="list-style-type: none"><li>▪ Downtown Courthouse</li><li>▪ Gang Prosecution and Support</li><li>▪ Latino Offender Shelter</li><li>▪ Meth: PA Prosecution Support</li><li>▪ Meth: Treatment and Prevention</li><li>▪ Operation Low Barrier Offender Housing</li><li>▪ Emergency Preparedness</li></ul>	<b>Developmental list:</b> <ul style="list-style-type: none"><li>▪ Safe and Successful Kids Project</li><li>▪ Electronic Medical Records for Jails</li><li>▪ East County Justice Center/Courthouse</li><li>▪ Medicaid Pilot Program</li></ul>

# Multnomah County 2006 Federal Agenda

Approved by Board December 15, 2005

## FY 2007 Appropriations Agenda

- **Sellwood Bridge** – Seek \$3 million for Environmental Impact Study (EIS), determination of type, size, and location study, and public involvement.
- **Comprehensive Meth project** – Seek funding for a comprehensive meth project which includes law enforcement equipment, treatment, prevention, and prosecution support.
- **Electronic Medical Records funding** – Seek earmark for an information technology (IT) upgrade that will provide computerized medical and health records for Multnomah County Health Department clients.
- **Bridges to Housing** – Support the City of Portland's earmark request for this program which provides services to high-risk homeless families.

## Developmental Agenda

- **Safe and Successful Kids Project**
- **Electronic Medical Records for Jails**
- **East County Justice Center/Courthouse**
- **Medicaid Pilot Program**

## Legislative Agenda

### **Actively advocate**

- **Rural Schools and Community Self-Determination Act Reauthorization (PL 106-393)** – Work with NACO/AOC & Oregon delegation to ensure passage of legislation.
- **Ryan White AIDS legislation** – Ensure a fair state formula for the Ryan White AIDS reauthorization.

### **Oppose/Monitor**

- **Oppose cuts to affordable housing programs** - Specifically public housing & Section 8 housing subsidies.
- **Maintain Federal Share of Medicaid** – Oppose efforts to cut Medicaid funding to states or block grant program.

### **Support/Monitor**

- **International meth trafficking legislation** – Support legislation that focuses on international meth and pseudoephedrine trafficking.
- **Second Chance Act** – Support passage of Second Chance Act, which would provide support for individuals re-entering society after time spent in the judicial system.
- **Victims of Crime** – Support Victims of Crime trust fund allocation.
- **Byrne Grants** - Increase current funding levels of Byrne grant programs.
- **Juvenile Accountability Incentive Block Grant** - Increase funding levels of the JAIBG.
- **Lewis and Clark Mount Hood Wilderness Act** – Support Blumenauer/Walden legislation.

## Grant Agenda

- **Downtown Courthouse**
- **Gang Prosecution and Support**
- **Latino Offender Shelter**
- **Meth: DA Prosecution Support**
- **Meth: Treatment and Prevention**
- **Operation Low Barrier Offender Housing**
- **Emergency Preparedness**





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-2 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-2  
Est. Start Time: 10:00 AM  
Date Submitted: 11/28/05

### BUDGET MODIFICATION: -

**Agenda Title:** Approve Fiscal Year 2006 Supplemental Budget for Submission to Tax  
Supervising and Conservation Commission

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>10 Minutes</u>
<b>Department:</b>	<u>County Management</u>	<b>Division:</b>	<u>Budget Office</u>
<b>Contact(s):</b>	<u>Dave Boyer</u>		
<b>Phone:</b>	<u>503-988-3903</u>	<b>Ext.</b>	<u>83903</u>
<b>Presenter(s):</b>	<u>Dave Boyer</u>		
<b>I/O Address:</b>	<u>503/531</u>		

### General Information

#### 1. What action are you requesting from the Board?

The Board must approve a FY 2006 supplemental budget for submission to the Tax Supervising & Conservation Commission before it becomes legal.

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

Resolution 05-192 directs the Budget Director to submit a supplemental budget for FY 2006 to address unanticipated revenues in the General Fund. A supplemental budget is the vehicle allowed by ORS Chapter 294 for the Board to address changes in financial conditions not anticipated at the time the budget was adopted. In cases where no fund's expenditures are increased by more than ten percent of the adopted budget figure, the law allows the Board to make additional appropriations after advertising a hearing on the supplemental budget. However, since this supplemental budget increases cash transfers between the General Fund and two other funds, and increases expenditures in two funds by more than 10%, the Board is required to go through the following process:

1. Approve the supplemental budget;
2. Submit the approved supplemental budget to Tax Supervising;
3. Attend a Tax Supervising hearing on the supplemental budget; and
4. Adopt the supplemental budget after Tax Supervising has certified that it is legal.

This FY 2006 supplemental budget recommends several actions to account for about \$21,400,000 in unanticipated General Fund revenues, as follows:

1. Record an additional \$21,400,000 revenue and corresponding expenditures in the General Fund. \$15,900,000 of this amount results from Property Tax, Business Income Tax, and Personal Income Tax revenues that could not have been foreseen at the time the FY 2006 budget was adopted. \$5,500,000 results from Business Income Tax revenues that could not have been foreseen at the time the FY 2006 budget was adopted. This revenue will be recorded as Beginning Working Capital. The supplemental budget is required to recognize the additional revenue.

Expenditures will be recorded as follows:

- a. \$8,000,000 will be transferred from the General Fund to the Willamette River Bridge Fund as an internal loan from the General Fund. This loan will be paid back through dedicated state and local gas tax and motor vehicle registration revenue over a five year period. These funds are needed to complete the construction of the Sauvie Island Bridge. Revenues and expenditures in the Willamette River Bridge Fund will increase by \$8,000,000.
- b. \$6,000,000 will be transferred from the General Fund to the Capital Debt Retirement Fund to reduce the 1998 Certificates of Participation (COP) that funded the Juvenile Justice Complex. This action will reduce debt payments by approximately \$1 million annually until the certificate is retired. Revenues and expenditures in the Capital Debt Retirement Fund will increase by \$6,000,000.

ORS 294.450 requires an affirmative action of the Board to adjust cash transfers after the budget has been adopted. The supplemental budget is required to recognize the additional revenue and to increase appropriations in the Bridge and Debt Retirement Funds.

- c. \$3,500,000 will be set aside in the General Fund and maintained as a Stabilization Reserve against the year-over-year fluctuations in the Business Income Tax.
- d. \$3,500,000 will be set aside in the General Fund and maintained as a County Strategic Investment Reserve, for one-time projects that demonstrate efficiency gains, productivity improvements, risk reduction, increased convenience for employees and customers, and/or revenue generation improvements in County operations.
- e. Any remainder will be added to the General Fund Contingency Account.

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

Expenditures and revenues will be changed as outlined above in order to keep the County's budget within the bounds of Oregon Budget Law. None of these expenditures is designed to be ongoing. They are all one-time-only transfers that are contemplated within the County's Financial & Budget Policies.

The transfer to the Willamette River Bridge Fund will allow the County to avoid additional costs that would be incurred were we to borrow funds on the open market and, therefore, it offers a least cost option for completing the Sauvie Island Bridge replacement project. The transfer to the Capital Debt Retirement Fund will enable the General Fund to realize approximately \$1 million in annual savings that can be reprogrammed for other uses.

The creation of the Stabilization Reserve within the General Fund will help to offset annual fluctuations in the Business Income Tax (BIT). The County has undergone mid-year budget adjustments in three of the past four years to address revenue shortfalls brought about by the economic downturn and reductions in state funding. This reserve will be available in future years and will help to ensure that County services can continue uninterrupted.

Likewise, the creation of the Strategic Investment Fund within the General Fund will be used to encourage innovation in program development. Innovations could consist of cost reduction measures, program redesign, or development of alternative methods of service delivery to cite a few examples. If successful, programs funded with "seed" money from the Strategic Investment Fund would demonstrate a payback in terms of cost savings or increased revenue to the County.

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

Supplemental budgets for the purposes outlined above are required by ORS Chapter 294, Local Budget Law.

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

The Tax Supervising & Conservation Commission will hold a public hearing on the supplemental budget in January, 2006. Notice of this hearing will be published in the Oregonian from 5-30 days in advance of the hearing.

**SUPPLEMENTAL BUDGET FY 2006**

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 11/28/05

**Budget Analyst:**



**Date:** 11/28/05

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

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

**RESOLUTION NO. 05-192**

Directing the Budget Director to Submit a Supplemental Budget for Fiscal Year 2005-2006 for Unanticipated Revenue as Required by ORS 294.480

**The Multnomah County Board of Commissioners Finds:**

- a. The Board is the fiscal authority for Multnomah County.
- b. The Fiscal Year 05/06 General Fund budget is estimated to have approximately \$15,900,000 in unanticipated one-time only Beginning Working Capital resources associated with Property Tax, Business Income Tax and Personal Income Tax that could not have been foreseen at the time the Fiscal Year 05-06 budget was adopted.
- c. The Fiscal Year 05/06 revenue forecast reflects approximately \$5,500,000 in unanticipated one-time only resources from the Business Income Tax.
- d. A Multnomah County Fiscal Year 2005-2006 Supplemental Budget is required under ORS 294.480 to appropriate unanticipated one-time only revenues.
- e. After the appropriation of the above additional resources, the Fiscal Year 05/06 General Fund will have approximately \$21,400,000 of one-time resources available.
- f. It is the Financial and Budget Policy of Multnomah County to use one-time resources for the following:
  1. The level of reserves set aside as established by Board policy.
  2. The County's capital needs set out in the five-year Capital Improvement Plan or Information Systems Development Plan.
  3. One-time only spending proposals for projects or pilot programs, particularly investments that may result in innovative ideas or technology or long-term efficiencies or savings that do not require ongoing support.
  4. Bridge or gap financing for existing programs for a finite period of time.

**The Multnomah County Board of Commissioners Resolves:**

1. A Multnomah County Supplemental Budget for Fiscal Year 2005-2006 will be prepared for adoption by the Board
2. The Supplemental Budget will contain the following actions:

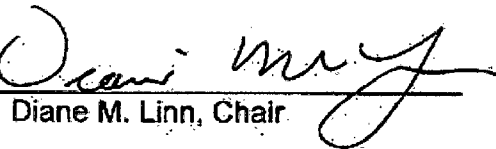
- a. Transfer \$8,000,000 to the Willamette River Bridge Fund as a loan from the General Fund to be paid back through Gas Tax Revenues over a 5 year period. These funds are needed to complete the estimated shortfall to construct the Sauvie Island Bridge.
- b. Establish and fund a Stabilization Reserve for the Business Income Tax at \$3,500,000.
- c. Establish and fund a Strategic Investment Fund at \$3,500,000.
- d. Transfer \$6,000,000 from the General Fund to the Capital Debt Reserve Fund to be used to retire the 1998 Certificate of Participation Obligation which funded the construction of the Juvenile Justice Complex.
- e. Remainder of the resources are to be placed in the General Fund Contingency Account.

3. The Supplemental Budget will be presented for approval by the Board by January 19, 2006.

ADOPTED this 10th day of November 2005.




BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Agnes Sowle, County Attorney

**FY 2006 SUPPLEMENTAL BUDGET MESSAGE**

## Supplemental Budget

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**THE DOCUMENT**

The document consists of three sections:

1. The budget message explaining the reasons for the changes proposed,
2. A section of detailed estimate sheets and descriptions for those actions resulting in changes in expenditures,
3. A financial summary of the resources and requirements being changed by fund.

**BUDGET MESSAGE****REASONS FOR CHANGES**

A Supplemental Budget is the vehicle allowed by ORS Chapter 294 for the Board to address changes in financial conditions not anticipated at the time the budget was adopted. In cases where no fund's expenditures are increased by more than 10 percent of the adopted budget figure, the law allows the Board to make additional appropriations after advertising a hearing on the Supplemental Budget. However, since this supplemental budget increases two funds by more than 10% and makes adjustments to General Fund cash transfers, the process for the supplemental budget action is to:

1. Convene the Board of County Commissioners to approve the supplemental budget for submission to the Tax Supervising & Conservation Commission,
2. Submit the approved supplemental budget to Tax Supervising,
3. Attend a Tax Supervising hearing on the supplemental budget,
4. Adopt the supplemental budget after Tax Supervising has certified that it is legal.

This FY 2006 supplemental budget recommends several actions to account for about \$21,400,000 in unanticipated General Fund revenues, as follows:

1. Record an additional \$21,400,000 revenue and corresponding expenditures in the General Fund. \$15,900,000 of this amount results from Property Tax, Business Income Tax, and Personal Income Tax revenues that could not have been foreseen at the time the FY 2006 budget was adopted. \$5,500,000 results from Business Income Tax revenues that could not have been foreseen at the time the FY 2006 budget was adopted. This revenue will be recorded as Beginning Working Capital. The supplemental budget is required to recognize the additional revenue.

Expenditures will be recorded as follows:

- a. \$8,000,000 will be transferred from the General Fund to the Willamette River Bridge Fund as an internal loan from the General Fund. This loan will be paid back through dedicated state and local gas tax and motor vehicle registration revenue over a five year period. These funds are needed to complete the

construction of the Sauvie Island Bridge. Revenues and expenditures in the Willamette River Bridge Fund will increase by \$8,000,000.

- b. \$6,000,000 will be transferred from the General Fund to the Capital Debt Retirement Fund to reduce the 1998 Certificates of Participation (COP) that funded the Juvenile Justice Complex. This action will reduce debt payments by approximately \$1 million annually until the certificate is retired. Revenues and expenditures in the Capital Debt Retirement Fund will increase by \$6,000,000.

ORS 294.450 requires an affirmative action of the Board to adjust cash transfers after the budget has been adopted. The supplemental budget is required to recognize the additional revenue and to increase appropriations in the Bridge and Debt Retirement Funds.

- c. \$3,500,000 will be set aside in the General Fund and maintained as a Stabilization Reserve against the year-over-year fluctuations in the Business Income Tax.
- d. \$3,500,000 will be set aside in the General Fund and maintained as a County Strategic Investment Reserve, for one-time projects that demonstrate efficiency gains, productivity improvements, risk reduction, increased convenience for employees and customers, and/or revenue generation improvements in County operations.
- e. Any remainder will be added to the General Fund Contingency Account.

**General Fund (Fund 1000)**

This action records an additional \$21,400,000 Beginning Working Capital in the General Fund, and records two cash transfers and two contingency set-asides. None of these expenditures is designed to be ongoing. They are all one-time-only transfers that are contemplated within the County's Financial & Budget Policies.

The transfer to the Willamette River Bridge Fund will allow the County to avoid additional costs that would be incurred were the County to borrow funds on the open market and, therefore, it offers a least cost option for completing the Sauvie Island Bridge replacement project. The transfer to the Capital Debt Retirement Fund will enable the General Fund to realize approximately \$1 million in annual savings that can be reprogrammed for other uses.

The creation of the Stabilization Reserve within the General Fund will help to offset annual fluctuations in the Business Income Tax (BIT). The County has undergone mid-year budget adjustments in three of the past four years to address revenue shortfalls brought about by the economic downturn and reductions in state funding. This reserve will be available in future years and will help to ensure that County services can continue uninterrupted.

Likewise, the creation of the Strategic Investment Fund within the General Fund will be used to encourage innovation in program development. Innovations could consist of cost reduction measures, program redesign, or development of alternative methods of service delivery to cite a few examples. If successful, programs funded with "seed" money from the Strategic Investment Fund would demonstrate a payback in terms of cost savings or increased revenue to the County.

# Supplemental Budget

# Financial Detail Sheets

General Fund	2005-2006		2005-2006
	Adopted Budget	This Action	Revised Budget
60000 Permanent	106,683,210	0	106,683,210
60100 Temporary	2,964,721	0	2,964,721
60110 Overtime	3,615,937	0	3,615,937
60120 Premium	1,732,120	0	1,732,120
60130 Salary Related	34,625,494	0	34,625,494
60135 Non-Base Salary Related	227,985	0	227,985
60140 Insurance	26,050,647	0	26,050,647
60145 Non-Base Insurance	94,126	0	94,126
<b>Total Personal Services</b>	<b>175,994,240</b>	<b>0</b>	<b>175,994,240</b>
60150 County Supplements	93,106,765	0	93,106,765
60160 Pass-through Payments	28,025,395	0	28,025,395
60170 Professional Svcs	20,052,106	0	20,052,106
60180 Printing	1,391,978	0	1,391,978
60190 Utilities	1,039	0	1,039
60200 Communications	263,915	0	263,915
60210 Rentals	89,977	0	89,977
60220 Repairs & Maintenance	602,064	0	602,064
60230 Postage	265,073	0	265,073
60240 Supplies	2,905,898	0	2,905,898
60246 Medical Supplies	321,028	0	321,028
60250 Food	2,553,586	0	2,553,586
60260 Education and Training	800,851	0	800,851
60270 Local Travel and Mileage	382,350	0	382,350
60280 Insurance	1,108	0	1,108
60290 External Data Processing	643,850	0	643,850
60310 Drugs	1,818,441	0	1,818,441
60320 Refunds	3,000	0	3,000
60340 Dues and Subscriptions	337,679	0	337,679
60360 Finance Operations	4,505,218	0	4,505,218
60365 Human Resource Operations	2,657,077	0	2,657,077
60370 Telephone	1,652,194	0	1,652,194
60380 Data Processing	11,500,346	0	11,500,346
60390 PC Flat Fee	1,234,673	0	1,234,673
60400 Asset Preservation	15,000	0	15,000
60410 Motor Pool	2,037,210	0	2,037,210
60420 Electronics	485,582	0	485,582
60430 Building Management	20,931,403	0	20,931,403
60440 Other Internal	114,128	0	114,128
60450 Capital Lease Retirement	1,915,000	0	1,915,000
60460 Distribution/Postage	1,834,248	0	1,834,248
<b>Total Materials and Services</b>	<b>202,448,182</b>	<b>0</b>	<b>202,448,182</b>
60520 Land	0	0	0
60530 Buildings	0	0	0
60540 Other Improvements	0	0	0
60550 Equipment	178,850	0	178,850
<b>Total Capital</b>	<b>178,850</b>	<b>0</b>	<b>178,850</b>
60490 Principal	2,643,105	0	2,643,105
60500 Interest	680,545	0	680,545
<b>Total Debt Service</b>	<b>3,323,650</b>	<b>0</b>	<b>3,323,650</b>
60470 Contingency	13,649,243	7,400,000	21,049,243
60560 Cash transfers	18,046,571	14,000,000	32,046,571
<b>Total Contingencies &amp; Transfers</b>	<b>31,695,814</b>	<b>21,400,000</b>	<b>53,095,814</b>
60480 Unappropriated Fund Balance	13,000,000	0	13,000,000
<b>Fund Total:</b>	<b>426,640,736</b>	<b>21,400,000</b>	<b>448,040,736</b>

**Willamette River Bridge Fund (Fund 1509)**

This action records an additional \$8,000,000 cash transfer revenue in the Willamette River Bridge Fund. This revenue will be used to complete the Sauvie Island Bridge. The transfer to the Willamette River Bridge Fund will allow the County to avoid additional costs that would be incurred were the County to borrow funds on the open market and, therefore, it offers a least cost option for completing the Sauvie Island Bridge replacement project.

# Supplemental Budget

# Financial Detail Sheets

Willamette River Bridge Fund	2005-2006		2005-2006	
	Adopted Budget	This Action	Revised Budget	
60000 Permanent	2,379,420	0	2,379,420	
60100 Temporary	96,346	0	96,346	
60110 Overtime	76,658	0	76,658	
60120 Premium	28,970	0	28,970	
60130 Salary Related	727,389	0	727,389	
60135 Non-Base Salary Related	39,273	0	39,273	
60140 Insurance	607,824	0	607,824	
60145 Non-Base Insurance	13,766	0	13,766	
<b>Total Personal Services</b>	<b>3,969,646</b>	<b>0</b>	<b>3,969,646</b>	
60150 County Supplements	0	0	0	
60160 Pass-through Payments	0	0	0	
60170 Professional Svcs	1,117,316	0	1,117,316	
60180 Printing	6,800	0	6,800	
60190 Utilities	65,873	0	65,873	
60200 Communications	0	0	0	
60210 Rentals	37,150	0	37,150	
60220 Repairs & Maintenance	11,700	0	11,700	
60230 Postage	1,100	0	1,100	
60240 Supplies	145,531	0	145,531	
60250 Food	0	0	0	
60260 Education and Training	28,380	0	28,380	
60270 Local Travel and Mileage	1,455	0	1,455	
60280 Insurance	0	0	0	
60290 External Data Processing	0	0	0	
60310 Drugs	0	0	0	
60340 Dues and Subscriptions	4,000	0	4,000	
60245 Library Materials	0	0	0	
60350 Indirect Costs	35,029	0	35,029	
60355 Departmental Administration	39,340	0	39,340	
60360 Finance Operations	79,409	0	79,409	
60365 Human Resource Operations	76,392	0	76,392	
60370 Telephone	27,262	0	27,262	
60380 Data Processing	77,625	0	77,625	
60390 Flat Fee	16,000	0	16,000	
60410 Motor Pool	104,843	0	104,843	
60420 Electronics	5,282	0	5,282	
60430 Building Management	120,922	0	120,922	
60440 Other Internal	177,820	0	177,820	
60450 Capital Lease Retirement	0	0	0	
60460 Mail, Distribution, and Records	13,515	0	13,515	
<b>Total Materials and Services</b>	<b>2,192,744</b>	<b>0</b>	<b>2,192,744</b>	
60520 Land	0	0	0	
60530 Buildings	24,000	0	24,000	
60540 Other Improvements	7,903,622	8,000,000	15,903,622	
60550 Equipment	25,000	0	25,000	
60660 Goods Issue	10,000	0	10,000	
<b>Total Capital</b>	<b>7,962,622</b>	<b>8,000,000</b>	<b>15,962,622</b>	
60490 Principal	0	0	0	
60500 Interest	0	0	0	
<b>Total Debt Service</b>	<b>0</b>	<b>0</b>	<b>0</b>	
60470 Contingency	0	0	0	
60560 Cash transfers	0	0	0	
<b>Total Contingencies &amp; Transfers</b>	<b>0</b>	<b>0</b>	<b>0</b>	
60480 Unappropriated Fund Balance	23,373,325	0	23,373,325	
<b>Fund Total:</b>	<b>37,498,337</b>	<b>8,000,000</b>	<b>45,498,337</b>	

**Capital Debt Retirement Fund (Fund 2002)**

This action records an additional \$6,000,000 cash transfer in the Capital Debt Retirement Fund. The transfer to the Capital Debt Retirement Fund will enable the General Fund to realize approximately \$1 million in annual savings that can be reprogrammed for other uses.

# Supplemental Budget

# Financial Detail Sheets

Capital Debt Retirement Fund	2005-2006	This Action	2005-2006
	Adopted Budget		Revised Budget
60000 Permanent	0	0	0
60100 Temporary	0	0	0
60110 Overtime	0	0	0
60120 Premium	0	0	0
60130 Salary Related	0	0	0
60135 Non-Base Salary Related	0	0	0
60140 Insurance	0	0	0
60145 Non-Base Insurance	0	0	0
Total Personal Services	0	0	0
60150 County Supplements	0	0	0
60160 Pass-through Payments	0	0	0
60170 Professional Svcs	376,281	0	376,281
60180 Printing	0	0	0
60190 Utilities	0	0	0
60200 Communications	0	0	0
60210 Rentals	0	0	0
60220 Repairs & Maintenance	0	0	0
60230 Postage	0	0	0
60240 Supplies	0	0	0
60250 Food	0	0	0
60260 Education and Training	0	0	0
60270 Local Travel and Mileage	0	0	0
60280 Insurance	0	0	0
60290 External Data Processing	0	0	0
60310 Drugs	0	0	0
60340 Dues and Subscriptions	0	0	0
60245 Library Materials	0	0	0
60350 Indirect Costs	0	0	0
60370 Telephone	0	0	0
60380 Data Processing	0	0	0
60390 PC Flat Fee	0	0	0
60410 Motor Pool	0	0	0
60430 Building Management	0	0	0
60440 Other Internal	0	0	0
60450 Capital Lease Retirement	0	0	0
60460 Distribution/Postage	0	0	0
Total Materials and Services	376,281	0	376,281
60520 Land	0	0	0
60530 Buildings	0	0	0
60540 Other Improvements	0	0	0
60550 Equipment	0	0	0
Total Capital	0	0	0
60490 Principal	10,063,078	6,000,000	16,063,078
60500 Interest	5,010,242	0	5,010,242
Total Debt Service	15,073,320	6,000,000	21,073,320
60470 Contingency	947,294	0	947,294
60560 Cash transfers	0	0	0
Total Contingencies & Transfers	947,294	0	947,294
60480 Unappropriated Fund Balance	0	0	0
Fund Total:	16,396,895	6,000,000	22,396,895



# Supplemental Budget

# Financial Summary

## General Fund (Fund 1000)

	Cost Element	2005-2006 Adopted Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	50000	26,786,566	15,900,000	42,686,566
				0
All Other Revenues as Adopted		399,854,170	5,500,000	405,354,170
<u>Total Resources</u>		<u>426,640,736</u>	<u>21,400,000</u>	<u>448,040,736</u>
<u>Requirements</u>				
Personnel Services		175,994,240	0	175,994,240
Contractual Services		141,184,266	0	141,184,266
Materials and Services		61,263,916	0	61,263,916
Debt Service		3,323,650	0	3,323,650
Capital Outlay		178,850	0	178,850
<u>Total Expenditures</u>		<u>381,944,922</u>	<u>0</u>	<u>381,944,922</u>
Cash Transfer Expenditure		18,046,571	14,000,000	32,046,571
Contingency		13,649,243	7,400,000	21,049,243
Unappropriated Balance		13,000,000		13,000,000
<u>Total Requirements</u>		<u>426,640,736</u>	<u>21,400,000</u>	<u>448,040,736</u>

## W.R. Bridge Fund (Fund 1509)

	Cost Element	2005-2006- Adopted Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	50000	30,763,123	0	30,763,123
Cash Transfer Revenue	50320	5,325,214	8,000,000	13,325,214
All Other Revenues as Adopted		1,410,000	0	1,410,000
<u>Total Resources</u>		<u>37,498,337</u>	<u>8,000,000</u>	<u>45,498,337</u>
<u>Requirements</u>				
Personnel Services		3,969,646	0	3,969,646
Contractual Services		1,117,316	0	1,117,316
Materials and Services		1,075,428	0	1,075,428
Debt Service		0	0	0
Capital Outlay		7,962,622	8,000,000	15,962,622
<u>Total Expenditures</u>		<u>14,125,012</u>	<u>8,000,000</u>	<u>22,125,012</u>
Unappropriated Balance		23,373,325	0	23,373,325
<u>Total Requirements</u>		<u>37,498,337</u>	<u>8,000,000</u>	<u>45,498,337</u>

# Supplemental Budget

# Financial Summary

## C. L. R. Fund (Fund 2002)

	Cost Element	2005-2006 Adopted Budget	This Action	Revised Budget
<u>Resources</u>				
Beginning Working Capital	50000	300,000	0	300,000
Cash Transfer Revenue	50320	1,494,000	6,000,000	7,494,000
All Other Revenues as Adopted		14,602,895	0	14,602,895
<u>Total Resources</u>		16,396,895	6,000,000	22,396,895
<u>Requirements</u>				
Personnel Services		0	0	0
Contractual Services		376,281	0	376,281
Materials and Services		0	0	0
Debt Service		15,073,320	6,000,000	21,073,320
Capital Outlay		0	0	0
<u>Total Expenditures</u>		15,449,601	6,000,000	21,449,601
Contingency		947,294	0	947,294
Unappropriated Balance		0	0	0
<u>Total Requirements</u>		16,396,895	6,000,000	22,396,895



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-3  
Est. Start Time: 10:05 AM  
Date Submitted: 11/22/05

### BUDGET MODIFICATION: DCM-08

**Budget Modification DCM-08 Reclassifying the Health Department Director's  
Agenda Position to a Higher Level, as Determined by the Class/Comp Unit of Central  
Title: Human Resources**

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

Date Requested:	<u>December 15, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>County Management</u>	Division:	<u>Director's Office</u>
Contact(s):	<u>Bob Thomas</u>		
Phone:	<u>(503) 988-4283</u>	Ext.	<u>84283</u>
	I/O Address:		<u>503 / 531</u>
Presenter(s):	<u>Dave Boyer or Travis Graves</u>		

### General Information

**1. What action are you requesting from the Board?**

The Department of County Management is requesting the Board approve the reclassification of the Health Department Director's position from Department Director 1 to Department Director 2 level.

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

The County's Classification Compensation Unit performed an analysis of the Health Director's position and has determined that it should be reclassified to Department Director 2. This position is the top executive manager in a large complex department that requires advanced knowledge of health care disciplines and delivery systems. The Department 2 is distinguished by responsibility for a large, complex department that requires advanced knowledge of a technical or professional nature.

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

No fiscal impact in FY 2006. The incumbent is currently at a pay scale below the top of the Director 1 level and there would be no pay adjustment this year. Future year impact will include appropriate merit and COLA increases.

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

None.

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

None.

## ATTACHMENT A

### Budget Modification

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

- **What revenue is being changed and why?**  
None
- **What budgets are increased/decreased?**  
None
- **What do the changes accomplish?**  
The change reclassifies the Health Department Director from Department Director 1 to Department Director 2 level.
- **Do any personnel actions result from this budget modification? Explain.**  
Yes, see the note immediately above.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
No impact in FY 2006. FY 2007 costs will be included in program offers.
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
- **If a grant, what period does the grant cover?**
- **If a grant, when the grant expires, what are funding plans?**
- **Has this request been made before? When? What was the outcome?**  
This request has not been made in the past.

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

## ATTACHMENT B

BUDGET MODIFICATION: DCM-08

### Required Signatures

Department/  
Agency Director:

*David G. Boyer*

Date: 11/18/05

Budget Analyst:

*Anthony*

Date: 11/18/05

Department HR:

*Tammi Graves*

Date: 11/22/05

Countywide HR:

*David D. Turner*

Date: 11/18/05

Budget Modification ID: **DCM-08****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1									0			
2									0			
3						No Changes to FY 2006 Budget			0			
4									0			
5									0			
6									0			
7									0			
8									0			
9									0			
10									0			
11									0			
12									0			
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26									0			
27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

**ANNUALIZED PERSONNEL CHANGE**

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	9610	61153	Department Director 1	700329	(1.00)	(121,260)	(37,069)	(16,708)	(175,037)
1505	9613	61153	Department Director 2	700329	1.00	121,260	37,069	16,708	175,037
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					0.00	0	0	0	0

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

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

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	9610	61153	Department Director 1	700329	(0.54)	(121,260)	(37,069)	(16,708)	(175,037)
1505	9613	61153	Department Director 2	700329	0.54	121,260	37,069	16,708	175,037
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					0.00	0	0	0	0





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-4  
Est. Start Time: 10:07 AM  
Date Submitted: 11/29/05

**BUDGET MODIFICATION: DCM - 09**

**Budget Modification DCM-09 Authorizing Revision to Compensation Plan**  
**Agenda Program Coordinator Classification, as Determined by the Class/Comp Unit of**  
**Title: Central Human Resources**

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

Date Requested:	<u>December 15, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>County Management</u>	Division:	<u>Central Human Resources</u>
Contact(s):	<u>Rebecca Gabriel, HR Manager Sr.</u>		
Phone:	<u>(503)988-5015</u>	Ext.	<u>22168</u>
	I/O Address: <u>503/4</u>		
Presenter(s):	<u>Rebecca Gabriel</u>		

### General Information

**1. What action are you requesting from the Board?**

Approve revision of the pay range for Program Coordinator from Pay Range 19 to Pay Range 25 and increase base pay for seven impacted employees.

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

Compensation for the Program Coordinator classification was reviewed during the PDS Study of 2003. The County's normal study process calls for a "look-back" at study results after 6 months. Class/Comp staffing and workload issues prevented this.

In August 2005, the supervisor of a position in the single-incumbent classification of Fleet and Support Services Specialist submitted a reclass request for the position. A thorough review of the position's duties and responsibilities led to a decision to classify the position as a Program Coordinator, and abolish the Fleet and Support Services Specialist classification.

This decision had a negative impact on the position's incumbent. The position had taken on additional responsibilities and duties, but the reclassification of the position resulted in a pay freeze. The employee did not get the benefit of a COLA in her former classification, was not eligible for a COLA in her new classification, and could expect no future step increases.

Class/Comp believed that the situation warranted a compensation study. A market survey of the nine standard Local 88 comparable jurisdictions demonstrated that the County's rate of pay for the Program Coordinator classification was 18% below the market rate. Point factor totals for the Program Coordinator classification are within 2% of the average for classifications at pay range 25.

#### **SURVEY PROCESS**

An Internet search was done of the web pages of Clackamas County, Clark County, City of Portland, the State of Oregon, and Washington County. These organizations' classification descriptions and compensation information is available on line. Information was requested from Trimet, Metro, OHSU, and the Oregon University System as well.

Matching classifications were found in Clackamas County, Clark County, the City of Portland, Washington County, and the State of Oregon. No matches were found in Metro, Trimet, OHSU, or Oregon University System.

The average pay range midpoint was calculated as \$24.48. This was compared with the County's pay rates in effect June 30, 2005. This recommended pay rate for the classification is range 25.

(This table reflects the rate of pay in effect on August 1, 2005)

#### **Old Range 19**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$17.18	\$17.68	\$18.21	\$18.77	\$19.32	\$19.90	\$20.51	\$21.10

#### **New Range 25**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
\$20.51	\$21.10	\$21.76	\$22.40	\$23.08	\$23.76	\$24.47	\$25.22

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

Increases the personnel costs for DCHS, Mental Health by about \$219 in FY 05-06; and, step increase costs in subsequent years.

Increases the personnel costs for DCS, Elections by about \$877 in FY 05-06; and, step increase costs in subsequent years.

Increases the personnel costs for DCM, Purchasing by about \$1,045 in FY 05-06; and, step increase costs in subsequent years.

Increases the personnel costs for Health Department by about \$548 in FY 05-06; and, step increase costs in subsequent years.

Increases the personnel costs for Library by about \$2644 in FY 05-06; and, step increase costs in subsequent years.

Increases the pay range for this classification by approximately 19% from where it is currently established. An employee in this classification who is scheduled to earn \$40,000 in FY 05-06 will make about \$48,000 plus a cost of living increase in FY 06-07.

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

When possible, studies are implemented in a way that is revenue neutral. When this is not possible, studies are implemented in the manner that will (at a minimum) not cause financial hardship to employees. Implementation of the study as of August 1, 2005 will avoid adverse impact to the reclassified employee. August 1, 2005, implementation brings the employee into the new pay range before her August 25 step increase date, and allows the employee to receive the benefit of the September 1, 2005, COLA negotiated for Local 88. Class/Comp recommends implementing this study effective August 1, 2005.

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

AFSCME Local 88 is aware of this situation and supports the proposed Compensation Plan change.

## ATTACHMENT A

### Budget Modification

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

- **What revenue is being changed and why?**  
N/A
- **What budgets are increased/decreased?**  
None. This change is cost neutral in FY 05-06.
- **What do the changes accomplish?**  
Revise pay range for the Program Coordinator position to bring it more into line with other local jurisdictions.
- **Do any personnel actions result from this budget modification? Explain.**  
Personnel change actions will be required to move affected employees from range 19 to range 25.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
N/A
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**  
N/A
- **If a grant, what period does the grant cover?**  
N/A
- **If a grant, when the grant expires, what are funding plans?**  
N/A

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

## ATTACHMENT B

BUDGET MODIFICATION: DCM - 09

### Required Signatures

Department/  
Agency Director:

*David G. Boyer*

Date: 11/29/05

Budget Analyst:

*J. Mark Campbell*

Date: 11/29/05

Department HR:

Date:

Countywide HR:

*Rebecca Gabriel*

Date: 11/29/05

Budget Modification: **DCM-09****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	20-80	1000					60110		(219)	(219)		Reduce Premium
2	20-80	1000					60000		219	219		Increase Base Pay
3												
4	91-40	1000					60110		(877)	(877)		Reduce Premium
5	91-40	1000					60000		877	877		Increase Base Pay
6												
7	72-70	3506					60110		(1,045)	(1,045)		Reduce Premium
8	72-70	3506					60000		1,045	1,045		Increase Base Pay
9												
10	40-47	1505					60110		(548)	(548)		Reduce Premium
11	40-47	1505					60000		548	548		Increase Base Pay
12												
13	80-30	1510					60110		(2,644)	(2,644)		Reduce Premium
14	80-30	1510					60000		2,644	2,644		Increase Base Pay
15									0			
16									0			
17									0			
18									0			
19									0			
20									0			
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										0	0	Total - Page 1
										0	0	GRAND TOTAL



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-5 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-5  
Est. Start Time: 10:09 AM  
Date Submitted: 11/30/05

### PROJECT REALLOCATION: FPM-03

**Agenda Title:** Reallocation of Facilities Capital Project Funds FPM-03, Multnomah County  
**Title:** Library Administration Elevator Replacement Project

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>5 min</u>
<b>Department:</b>	<u>County Management</u>	<b>Division:</b>	<u>Facilities &amp; Property Mgmt.</u>
<b>Contact(s):</b>	<u>John Lindenthal, Gail Hochhalter</u>		
<b>Phone:</b>	<u>503 988 4213</u>	<b>Ext.</b>	<u>84213</u>
<b>Presenter(s):</b>	<u>John Lindenthal, Gail Hochhalter</u>	<b>I/O Address:</b>	<u>274</u>

### General Information

**1. What action are you requesting from the Board?**

Requested action is to approve an increase in project authorization by \$75,000 for this project (CP08.06.31). Original project authorization was \$100,000 in FY06. Revised project authorization will be \$175,000 with this action.

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

The Board included the following Budget Note in the FY05 Adopted Budget. No reallocation of funds from capital or maintenance projects shall occur without review and approval from the Chief Financial Officer. Projects that will exceed their budgeted appropriation in excess of five percent up to \$25,000 will need to be approved by the Chief Financial Officer; over \$25,000 will need to be brought back to the Board for approval. Facilities shall report to the Board on a semi-annual basis the progress of capital projects and the financial status of capital and maintenance projects." This filing is in response to that requirement and complies with the new County Administrative Procedure, Fin-15 created to implement this process.

The Library Administration elevator replacement project requires additional funding of \$75,000 due

to unforeseen conditions discovered by the elevator consultant upon a follow-up site visit and additional expense of a new electrical panel.

This project was conceived last year as a response to a Quality Assurance Audit which recommended complete replacement of the existing 1966 elevator. The existing elevator was found to be at risk of failure and does not meet current safety and ADA code requirements

The elevator consultant returned to the site in preparation of construction documentation and discovered that new hoist way doors and frames will be required at each floor and the existing frames embedded in concrete must be removed. In addition, a new electrical panel is required due to insufficient load capacity in the existing panel to handle the new elevator.

The total estimated construction cost, including overhead is estimated to be \$175,000.

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

Overall fund balance remains the same. \$25,000 adopted for the Courthouse AHU Replacement (CP08.06.35) will not be needed this year as anticipated because the air handler had to be replaced as an emergency last Fiscal Year after the budget was prepared (June, 2005). \$25,000 adopted for the Justice Center Terminal Unit Retrofit Project (CP08.68.03A) will not be needed this year because the project will be completed under budget. \$25,000 will also be taken from ADA funds for Tier 2-3 buildings. The funds from these two projects and from the ADA fund will comprise the additional \$75,000 needed to complete the elevator replacement project.

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

None

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

None



## ATTACHMENT A

### Budget Modification

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

- What revenue is being changed and why?  
N/A
- What budgets are increased/decreased?  
No budget change except at project level
- What do the changes accomplish?  
N/A
- Do any personnel actions result from this budget modification? Explain.  
No
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
N/A
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
N/A
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

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

## ATTACHMENT B

PROJECT REALLOCATION: FPM-03

### Required Signatures

Facilities &  
Property  
Management  
Director:



Date: 11/30/05

Chief Financial  
Officer:



Date: 11/30/05

Budget Director:



Date: 11/30/05

## Project Reallocation Bud Mod: FPM06-03

**EXPENDITURES & REVENUES**

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

Line No.	Fund Center	Fund Code	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center						
1										
2	72-50	2507			CP08.06.31	60530	100,000	175,000	75,000	Library Administration Elevator
3	72-50	2507			CP08.68.03A	60530	208,638	158,638	(25,000)	Justice Center Terminal Unit Retrofit Project
4	72-50	2507			CP08.06.35	60530	25,000	0	(25,000)	Courthouse AHU 2nd Floor
5	72-50	2507			CP08.06.01	60530	138,415	113,415	(25,000)	ADA Mini-Fund
6										
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								0	0	GRAND TOTAL



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-6  
Est. Start Time: 10:10 AM  
Date Submitted: 11/18/05

### BUDGET MODIFICATION:

**Agenda Title:** **RESOLUTION Adopting Revised Public Contract Review Board Rules**

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Department of County Services</u>	<b>Division:</b>	<u>CPCA</u>
<b>Contact(s):</b>	<u>Franna Hathaway</u>		
<b>Phone:</b>	<u>503-988-5111</u>	<b>Ext.</b>	<u>22378</u>
<b>Presenter(s):</b>	<u>Franna Hathaway</u>		
<b>I/O Address:</b>	<u>503/4th</u>		

### General Information

**1. What action are you requesting from the Board?**

Request Board of County Commissioners acting as the Public Contract Review Board (PCRB) approval of revisions to the Public Contract Review board Rules.

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

The 2005 Legislature passed several House and Senate bills which made amendments to the Public Contracting Code, ORS279A, B, & C and become effective January 1, 2006. This requires that the County revise its PCRB Rules. In addition some minor housekeeping and corrections have been made.

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

None

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

The Public Contracting Code requires that whenever the legislature makes changes to the Statute the County must review and make applicable changes to its PCRB Rules.

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

Legislative changes are mandated and therefore no additional input was sought for these changes. Housekeeping changes and corrections are minor and were review by CPCA staff and the County Attorney's Office.

---

**Required Signatures**

---

**Department/  
Agency Director:**

*David G. Boyer*

**Date:** 11/17/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

**Resolution Adopting Revised Public Contract Review Board Rules**

**The Multnomah County Board of Commissioners Finds:**

- a) In 2003 the legislature enacted a new Public Contracting Code which became effective March 1, 2005.
- b) In response to the enactment of the new Code, on February 24, 2005 the Board adopted new PCRB Rules in lieu of the Attorney General Model Rules.
- c) Subsequent to adoption of the new PCRB Rules the legislature amended certain provisions of the Public Contracting Code which require amendment of the PCRB Rules; in addition, certain proposed changes, housekeeping amendments and corrections were identified and approved by the Board September 29, 2005.
- d) The State Legislature also made certain amendments to the Code which will be effective January 1, 2006 requiring amendment of the PCRB Rules; further minor housekeeping and corrections are also proposed.
- e) It is in the best interests of Multnomah County to adopt the proposed revision to the PCRB rules in lieu of the Attorney General Model Rules.

**The Multnomah County Board of Commissioners Resolves:**

The Board adopts the rules attached as Exhibit 1 as the Public Contract Review Board Rules for Multnomah County effective January 1, 2006. The Attorney General Model Rules provided for in ORS 279A.065 do not apply to Multnomah County.

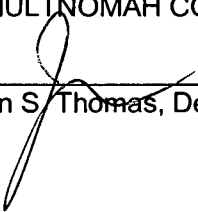
ADOPTED this 15th day of December 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By  \_\_\_\_\_  
John S. Thomas, Deputy County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-206**

Adopting Revised Public Contract Review Board Rules

**The Multnomah County Board of Commissioners Finds:**

- a) In 2003 the legislature enacted a new Public Contracting Code which became effective March 1, 2005.
- b) In response to the enactment of the new Code, on February 24, 2005 the Board adopted new PCRB Rules in lieu of the Attorney General Model Rules.
- c) Subsequent to adoption of the new PCRB Rules the legislature amended certain provisions of the Public Contracting Code which require amendment of the PCRB Rules; in addition, certain proposed changes, housekeeping amendments and corrections were identified and approved by the Board September 29, 2005.
- d) The State Legislature also made certain amendments to the Code which will be effective January 1, 2006 requiring amendment of the PCRB Rules; further minor housekeeping and corrections are also proposed.
- e) It is in the best interests of Multnomah County to adopt the proposed revision to the PCRB rules in lieu of the Attorney General Model Rules.

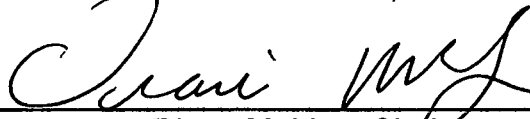
**The Multnomah County Board of Commissioners Resolves:**

The Board adopts the rules attached as Exhibit 1 as the Public Contract Review Board Rules for Multnomah County effective January 1, 2006. The Attorney General Model Rules provided for in ORS 279A.065 does not apply to Multnomah County.

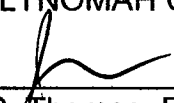
ADOPTED this 15th day of December 2005.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
John S. Thomas, Deputy County Attorney

**Exhibit 1**  
**MULTNOMAH COUNTY**  
**PUBLIC CONTRACT REVIEW BOARD**  
**RULES**

**Effective January 1, 2006**

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## **DIVISION 5 INTRODUCTION – SOURCE OF RULES – EFFECTIVE DATE**

These Rules comprise a comprehensive revision of the Multnomah County Public Contract Review Board Rules. The original rules were first adopted April 8, 1976 and were most recently revised on September 29, 2005.

These Rules implement ORS Chapters 279 and Chapters 279A, 279B and 279C, the Public Contracting Code, referred to in this document as “the Code.”

- Division 10, Definitions, was compiled from definitions from Model Rules Divisions 46, 47, 48 and 49 with additions from the former county rules and from the Department of Administrative Services (“DAS”) Rules (“DAS Rules”).
- Divisions 15, Authority of the CPCA Manager and 20, Miscellaneous Matters, are virtually the same as in the former rules with some additions consistent with the provisions of the new Divisions 46 to 49.
- Division 46 implements ORS chapter 279A, General Provisions. Division 46 applies to all public contracting conducted under these Rules
- Division 47 implements chapter 279B, Public Procurements. Division 47 applies to Procurement of Goods and Trade Services.
- Divisions 48 and 49 implement ORS chapter 279C, Public Improvements and Related Contracts; Division 48 describes procedures for Procurement of architectural, engineering, land surveying and related services contracts and replaces Division 75 of the old rules; Division 49 describes procedures for Procurement of construction services and replaces Division 40 of the old rules.
- Division 55 implements ORS Chapter 279 relating to purchases from Qualified Rehabilitation Facilities. Division 55 is based on DAS Rules, OAR 125-055-0005 et seq., and replaces Division 70 of the old rules.
- Division 60 is substantially the same as Division 60 in the former rules.

Divisions 300, 310, 320, 330 and 340 of the old rules have been deleted. Certain of those provisions are treated elsewhere, e.g. the Exemption for CM/GC contracts in former Rule 310-0220 is now addressed in Division 49 (*See*, Rule 49-0690). Many of the other Exemptions in these Divisions are now addressed in Rule 47-0288.

The primary source documents for these Rules are the Code, the Oregon Attorney General’s Model Public Contract Rules (Divisions 46, 47, 48 and 49) dated September 1, 2004, the DAS Rules dated September 8, 2003 and the former Multnomah County Public Contract Review Board Rules dated October 10, 2002 (former county rules). The Model Rules and the DAS Rules were in some cases revised to meet the particular requirements of Multnomah County.

These Rules focus on competitive Procurement procedures intended to further the State of Oregon policy goals for a sound and responsive public contracting system that: 1) uses procurement practices that are a simple, clear and modern reflection of the market place and industry standards; 2) instills public confidence; 3) promotes efficient use of state and local government resources; 4) clearly identifies rules and policies that implement each of the legislatively mandated socioeconomic programs that overlay public contracting and accompany the expenditure of public funds; 5) allows impartial and open competition; and 6) provides a public contracting structure that takes full advantage of evolving procurement methods as they emerge within various industries, while preserving Competitive Bidding as the standard for public improvement contracts unless otherwise exempted.

The numbering system used for these Rules retained the general numbering system used in the former rules. The last six numbers of the Attorney General Model Public Contract Rules and the DAS Rules were retained so that they could be easily identified when the state rules are revised semi-annually as required by statute.

## DIVISION 10 DEFINITIONS

### 10-0000 Definitions

#### Review

- (1) **Addendum or Addenda.** An addition or deletion to, a material change in, or general interest explanation of the Solicitation Document.
- (2) **Advantageous.** In the County's best interests, as assessed according to the judgment of the County.
- (3) **Award.** As the context requires, either the act or occurrence of the identification of the Person with whom the County will enter into a Contract following the resolution of any protest of the County's selection of that Person, and the completion of all Contract Negotiations.
- (4) **Bid.** A response to an Invitation to Bid.
- (5) **Bidder.** A Person who submits a Bid in response to an Invitation to Bid.
- (6) **Board.** The Multnomah County Public Contract Review Board.
- (7) **Chair.** The Chair of the Board of County Commissioners for Multnomah County.
- (8) **Code.** The Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (9) **CPCA.** Central Procurement and Contract Administration.
- (10) **CPCA Manager.** The Central Procurement and Contract Administration Manager whose duties are described in Division 15 or that person's designee.
- (11) **CPCA MINT Site.** A site maintained by CPCA on the MINT (County intranet site) for use by County employees.
- (12) **CPCA Website.** The Internet World Wide Web site maintained by CPCA.
- (13) **Closing.** The date and time announced in the Solicitation Document as the deadline for submitting Offers.
- (14) **Competitive Bidding.** A price-based selection process that involves an advertised public notice, issuance of a Written Solicitation Document inviting interested Persons to submit Written, Signed, and sealed Bids, that are received by the County and publicly opened at the designated time and place, and a Contract awarded (if one is awarded) to the lowest Responsive, Responsible Bidder.
- (15) **Competitive Range.** The Proposers with whom the Department will conduct Discussions or negotiate if the Department intends to conduct Discussions or Negotiations in accordance with Rule 47-0262 or Rule 49-0650. The Competitive Range shall be stated in the Solicitation Document, but will be decreased if the number of Proposers that submit Proposals is less than the specified number, or may be increased by the Department in accordance with Rule 47-0262 or Rule 49-0650.
- (16) **Conduct Disqualification.** A Disqualification pursuant to ORS 279C.440 and Rule 49-0370.
- (17) **Contract.** A sale or other disposal, or a purchase, lease, rental or other acquisition of personal property, services other than Personal Services, public improvements, Public Works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

“Contract” does not include grants. This term is used interchangeably with the term “Public Contract.”

- (18) **Contractor.** The Person with whom the County enters into a Contract.
- (19) **Contract Price.** As the context requires, (i) the maximum payments that the County will make under a Contract, including bonuses, incentives and contingency amounts, if the Contractor fully performs under the Contract, (ii) the maximum not-to-exceed amount of payments specified in the Contract, or (iii) the unit prices for Goods or Services set forth in the Contract.
- (20) **Days.** Calendar days unless otherwise specified by these Rules.
- (21) **DBE–** A business concern described in ORS 200.005(1) and certified as such with the State of Oregon pursuant to ORS 200.055.
- (22) **Department.** A County Department or any unit within a Department, which has responsibility for the purchase of Goods or services for the County.
- (23) **Descriptive Literature.** The Offeror’s materials submitted to provide information concerning the products available in response to the Solicitation Document.
- (24) **Disabled Individual.** A person who has a physical or mental impairment (a residual, limiting condition resulting from an injury, disease or congenital defect) that so limits the person’s functional capabilities (such as mobility, communication, self-care, self-direction, work tolerance or work skills) that the individual is not able to engage in normal competitive employment over an extended period of time and, as a result, must rely on the provision of specialized employment opportunities by qualified nonprofit agencies for Disabled Individuals.
- (25) **Discussions .** To exchange information, compare views, take counsel, and communicate with another for the purposes of achieving clarification and mutual understanding of an Offer.
- (26) **Disqualification.** The preclusion of a Person from contracting with the County after notice and hearing pursuant to Rule 46-0210 or ORS 279C.440 and Rule 49-0370.
- (27) **Electronic Advertisement.** Notice of a request for Offers, request for Quotes, request for information or other document inviting participation in County Procurements available over the Internet via the World Wide Web or some other Internet protocol. An Electronic Advertisement may or may not include a Solicitation Document.
- (28) **Electronic Offer.** A response to a request for Quotes submitted via e-mail.
- (29) **Emergency.** Circumstances that could not have been reasonably foreseen which create a substantial risk of loss, damage, interruption of services or threat to the public health or safety and which require prompt execution of a Contract to remedy the condition.
- (30) **Emerging Small Business or ESB.** A business concern described in ORS 200.005(3) and 200.005(4) and certified as such with the State of Oregon pursuant to ORS 200.055.
- (31) **Exemption.** A process under Rules 49-0600 to 49-0690 that permits an Alternative Contracting Method to be used in lieu of Competitive Bidding. An Exemption may address a specific Contract, or a class or of Contracts.
- (32) **Facsimile.** A document that has been transmitted by and received by a facsimile machine.
- (33) **Foreign Contractor.** A Contractor that is not domiciled in or registered to do business in the State of Oregon. *See* Rule 49-0490.
- (34) **Goods.** Supplies, equipment, or materials, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto.



- (35) **Grant.** Grant has the meaning set forth in 279A.010(i)
- (36) **Informal Quote.** A Quote made in response to a Solicitation under Rule 49-0160.
- (37) **Intermediate Procurement.** A sourcing method authorized by Rule 47-0270.
- (38) **Invitation to Bid or ITB.** The Solicitation of competitive, Written, Signed and sealed Bids in which Specification, price and delivery (or project completion) are the predominant Award criteria.
- (39) **Living Wage.** A minimum wage required to be paid on janitorial, security and food services pursuant to Resolution 98-165.
- (40) **MBE.** A minority business concern described in ORS 200.005(6) and certified as such with the State of Oregon pursuant to ORS 200.055.
- (41) **Minority Individual.** A person described in ORS 200.005(7).
- (42) **Negotiations.** To compare views, take counsel, and communicate with another so as to arrive at a voluntary, mutual agreement about a matter.
- (43) **Nonresident Bidder.** A Bidder described in ORS 279A.120(1)(a).
- (44) **Offer.** A Bid, Proposal or Quote or other response to a Solicitation as applicable.
- (45) **Offeror.** A Person submitting a Bid, Proposal or Quote as applicable; a Bidder or a Proposer.
- (46) **Opening.** The date, time and place announced in the Solicitation Document for the public Opening of Written sealed Offers.
- (47) **Person.** An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public corporation or any other legal or commercial entity.
- (48) **Personal Services.** Services as defined in Rule 47-0000(2).
- (49) **Prevailing Wage Rate.** When used in these Rules means the "prevailing rate of wage" defined in ORS 279C.800(3).
- (50) **Price Agreement.** A Public Contract for the Procurement of Supplies and Services at a set price with: (a) No guarantee of a minimum or maximum purchase; or (b) An initial order or minimum purchase combined with a continuing Contractor obligation to provide Supplies and Services in which the County does not guarantee a minimum or maximum additional purchase.
- (51) **Procurement.** The act of purchasing, leasing, renting or otherwise acquiring Goods or services. As used in Division 49 it also means the act contracting for a Public Improvement. "Procurement" includes each function and procedure undertaken or required to be undertaken by a contracting agency to enter into a Public Contract, administer a Public Contract and obtain the performance of a Public Contract under the Public contracting Code.
- (52) **Procurement File.** The file required to be maintained under Rule 46-0490.
- (53) **Product Sample.** A representative specimen of the item offered by the Offeror in response to the Solicitation Document. Unless otherwise provided in the Solicitation Document, the Product Sample shall be the exact product or a representative portion of that product offered by the Offeror.
- (54) **Proposal.** A response to a Request for Proposals.

- (55) **Proposer.** A Person who submits a Proposal in response to a Request for Proposals. In Division 48, the term "Proposer" means a Consultant who submits a Proposal to in response to a Request for Proposals.
- (56) **Public Contract Review Board.** The Board of County Commissioners acting as the local contract review board pursuant to ORS 279A.060; also referred to as "Board."
- (57) **Public Contract.** A sale or other disposal, or a purchase, lease, rental or other acquisition of personal property, services other than Personal Services, public improvements, Public Works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. "Public Contract" does not include grants. This term is used interchangeably with the term "Contract."
- (58) **Public Improvement.** A project for construction, reconstruction or major renovation on real property by or for a contracting agency. "Public Improvement" does not include projects for which no funds of a contracting agency are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or Emergency Work, minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement. *See* ORS 279A.010(1)(aa)
- (59) **Public Works.** Public Works includes but is not limited to roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by the County to serve the public interest but does not include the reconstruction or renovation of privately owned property that is leased by the County. *See* ORS 279C.800(5).
- (60) **PUR-1.** The County administrative procedure for use for Solicitation of Contracts for Personal Services.
- (61) **QRF.** Qualified Rehabilitation Facility. A non-profit corporation, defined in ORS 279.835(4), to serve Disabled Individuals.
- (62) **Quote.** A response to an informally solicited request for a competitive price or competitive proposal pursuant to Rule 47-0270, Rule 49-0160 or to any other Solicitation where the Solicitation is not made by an Invitation to Bid or a Request for Proposals or Special Procurement.
- (63) **Request for Proposals or RFP.** A Solicitation Document calling for Proposals.
- (64) **Resident Bidder.** A Bidder described in ORS 279A.120(1)(b).
- (65) **Responsible Offeror** (also, Responsible Bidder or Responsible Proposer, as applicable). A Person that has submitted an Offer and meets the standards set forth in Rule 47-0640(1)(c)(F) and that has not been disqualified by the CPCA Manager under Rule 47-0575 or Rule 49-0370, respectively. When used alone, "Responsible" means meeting the aforementioned standards.
- (66) **Responsive Offer** (also, Responsive Bid or Responsive Proposal, as applicable). An Offer that substantially complies with applicable Solicitation procedures and requirements and the Solicitation Document.
- (67) **Retainage.** As used in these Rules, "Retainage" has the meaning given in ORS 279C.550 and means the difference between the amount earned by a Contractor on a Public Contract and the amount paid on the Contract.
- (68) **Rules.** These Public contracting Rules unless otherwise indicated.
- (69) **Sign, Signed or Signature.** Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a Person with the intent to be bound.

- (70) **Small Procurement.** A procurement pursuant to Rule 47-0265
- (71) **Sole-Source Procurement.** A sourcing method authorized by Rule 47-0275.
- (72) **Solicitation.** A request for the purpose of soliciting Offers. This request may take the form of an Invitation for Bid, a Request for Proposal, a Request for Qualifications or a similar document; the process of notifying prospective Offerors that the County requests such Offers; the Solicitation Document itself.
- (73) **Solicitation Document.** An Invitation to Bid, Request for Proposals or other document issued to invite offers from prospective contractors. This term does not apply to Intermediate Procurements, Informal Quotes or Procurements under 47-0265, 47-0270, 48-0210 or 49-0160.
- (74) **Special Procurement.** A sourcing method authorized by Rule 47-0285
- (75) **Specifications.** Any description of the physical or functional characteristics, or of the nature of a supply, service or construction item, including any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the result to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed.
- (76) **Trade Services.** All remaining services that do not meet the definition for Personal Services.
- (77) **Women.** As used in these Rules this term has the meaning set forth in ORS 200.005(10).
- (78) **WBE.** A Women business concern described in ORS 200.005(6) and certified as such with the State of Oregon pursuant to ORS 200.055.
- (79) **Work.** The furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire Contract and successful completion of all duties and obligations imposed by the Contract.
- (80) **Written or Writing.** Conventional paper documents either manuscript or printed, in contrast to spoken words. It also includes electronic transmissions or Facsimile documents when required by applicable law or to the extent permitted by the Solicitation Document or Contract.

Source: The Code, Attorney General Model Rules, DAS Rules, Former County Rules

## **DIVISION 15 AUTHORITY OF THE CPCA MANAGER**

### **15-0000 Authority of the CPCA Manager**

- (1) The authority of the CPCA Manager is as follows:
  - (a) Solicit and Award all Contracts over the dollar thresholds stated in Rules 47-0270 (1), 48-0210 (1) and 49-0160 (1) on behalf of the County unless the Solicitation Document provides that the Contract shall be awarded by the County Chair or the Board.
  - (b) Purchase or contract for Goods and services equal to or less than the thresholds stated in (1) (a) above
  - (c) Delegate authority to make purchases of Goods and services equal to or less than \$150,000;
  - (d) Ensure compliance with all applicable federal and state laws, Multnomah County Rules, policies and procedures governing public and Personal Services Contracts.
  - (e) Establish and enforce Specifications to procure Goods and services.
  - (f) Execute County Contracts on behalf of the Chair when authorized by the Chair, using the Signature of the Chair and the initials or the name of the CPCA Manager.
  - (g) Recommend amendments to the Public Contract Review Board Rules to the Board and recommend amendments to County administrative procedures to the Chair;
  - (h) Develop procedures which comply with applicable statutes, rules, policies, resolutions and administrative procedures.
  - (i) Review and approve or deny Sole Source Procurements and Special Procurements for \$150,000 and less and exemption from Competitive Bidding for Public Improvement contracts for \$75,000 and less
  - (j) Review and recommend to the Board action to be taken on Sole Source Procurement and Special Procurement in excess of \$150,000 and exemption from Competitive Bidding for Public Improvement contracts in excess of \$75,000
  - (k) Manage and monitor county-wide Contracts required by county Departments for greater efficiency and economy.
  - (l) Adopt forms and procedures for all county purchases.
  - (m) Maintain a file of all original executed copies of Contracts.
  - (n) Maintain a county-wide Contracts information system.
  - (o) Manage the county Contract approval process.
  - (p) Delegate the CPCA Manager's authority to act under these Rules.
- (2) All authority to act under these Rules not specifically assigned to the Board, a Department or the CPCA Manager is delegated to the CPCA Manager.

Based on former County Rules 15.000, 15.003 and 15.006

## DIVISION 20 MISCELLANEOUS MATTERS

### 20-0005 Rules Applicable in Lieu of PCRB Rules

- (1) The Model Rules adopted by the Attorney General shall not apply to Multnomah County. These Rules shall apply in place of the Attorney General Model Rules.

### 20-0010 Conflicts of Interest

- (1) **Definitions** The following definitions apply only to this section:

- (a) **Actual conflict of interest.** Any action, decision or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private pecuniary benefit or detriment of the person or the person's relative or any business with which the person or a relative of the person is associated.
- (b) **Business.** Any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual and any other legal entity operated for economic gain.
- (c) **Business with which the person is associated.** Any business of which the person or the person's relative is a director, officer, owner or employee, or agent or any corporation in which the person or the person's relative owns or has stock worth \$1,000 or more at any time in the preceding calendar year.
- (d) **Potential conflict of interest.** Any action or decision or recommendation by a person acting in a capacity as a Public Official, the effect of which could be to the private pecuniary benefit or detriment of the person or the person's relative, or a business with which the person or the person's relative is associated, unless the pecuniary benefit or detriment arises out of the following:
  - (A) An interest of membership in a particular business, industry, occupation or other class required by law as a prerequisite to the holding by the person of the office or position.
  - (B) Any action in the person's official capacity which would affect to the same degree a class consisting of all inhabitants of the state, or a smaller class consisting of an industry, occupation or other group including one of which or in which the person, or the person's relative is associated, is a member or is engaged. The Board of Commissioners may by resolution limit the minimum size of or otherwise establish criteria for or identify the smaller classes that qualify under this exception.
  - (C) Membership in a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.
- (e) **Public official.** Any person who, when an alleged violation of this chapter occurs, is serving Multnomah County as an elected official, officer, employee, or appointee on any commission, committee or similar advisory body, irrespective of whether the person is compensated for such services.
- (f) **Relative.** The spouse of the public official, any children of the public official or of the public official's spouse, and brothers, sisters or parents of the public official or of the public official's spouse.

- (g) **Contract Official.** Any public official responsible for processing, awarding, funding or monitoring a county Contract.
- (h) **Appointing authority.** The elected official having administrative authority over the affected public official, or such elected official's designee.

**(2) Actual and Potential Conflicts of Interest.**

- (a) Prior to taking any action in connection with a County Contract, every Contract Official shall in Writing notify the Contract Official's appointing authority, the County Auditor and CPCA Manager of any actual conflict of interest or potential conflict of interest of such Contract Official with respect to such proposed Contract.
- (b) Upon receiving any information that a proposed Contract involves a potential conflict of interest or actual conflict of interest of any Contract Official, the County Auditor or designated representative shall review the Contract Award procedures for compliance with applicable laws and regulations.
- (c) No Contract shall be awarded or executed on behalf of the County without review and approval by the County Auditor if the County Auditor determines that any Contract Official has a potential conflict of interest or actual conflict of interest in connection with the Contract.

Former County Rules 15.010 and 15.015  
Subsection (c) revised

**20-0025 Annual Reports**

- (1) The CPCA Manager shall file an annual report of purchasing activity by September 30 for the twelve-month period ending June 30 with the Chair and the Board. The report shall contain the following:
  - (a) An index of Contracts, Contract Price and contractors.
  - (b) Information regarding Contracts with MBE, WBE and ESB enterprises as well as Qualified Rehabilitation Facilities.
  - (c) A summary of contract totals by Department for the prior and current year.
  - (d) A listing of Contracts awarded through the Solicitation process to contractors who did not score the highest evaluation or have the lowest Responsive Bid.
  - (e) A listing of Contracts exceeding the dollar limit set forth in Rule 47-0270 (1), 48-0210 (1) and 49-0160 (1) for which only one (1) Bid or Proposal was received.

Former County Rule 15.025 revised

**20-0030 Unauthorized Purchases**

- (1) An unauthorized purchase is any purchase of Goods or services made without following County Procurement requirements or without delegated authority.
- (2) The CPCA Manager may approve claims for payment arising from unauthorized purchases or may refer such claims to the Board for approval.
- (3) Prior to processing a request for approval of payment of an unauthorized purchase, the CPCA Manager shall require the following information:

- (a) Description of the Goods or services furnished as a result of the unauthorized Contract;
- (b) A detailed statement of facts relating to the unauthorized purchase, including the name and position of the person who made the unauthorized purchase and an explanation of the reason County Procurement requirements were not followed;
- (c) Documentation that the amount claimed by the Contractor is fair and reasonable;
- (d) Copies of all invoices and other documents pertinent to the transaction;
- (e) Verification that the Goods or services have been received and accepted by the County;
- (f) The cost center, WBS element or order code for the purchase;
- (g) A statement of the steps taken or planned to prevent recurrence of such unauthorized purchase.

**20-0040 Ethics in Public Contracting**

- (1) These Rules supplement and do not replace ORS 244.010 to ORS 244.400, for the purpose of applying the policy of ORS 244.010 to Oregon Public contracting under the Public Contracting Code and these Rules. Oregon Public contracting is a public trust. The Agencies and Contractors involved in public contracting must safeguard this public trust.

**20-0050 Specifications**

- (1) Departments shall not develop Specifications that primarily benefit a Contractor, directly or indirectly, to the detriment of the County.
- (2) Departments shall not develop Specifications that inhibit or tend to discourage public contracting with Qualified Rehabilitation Facilities under Division 55 of these Rules where those Specifications inhibit or tend to discourage the acquisition of QRF-produced Supplies and Services without reasonably promoting the satisfaction of bona fide, practical procurement needs of the County.
- (3) Departments shall not develop Specifications that inhibit or tend to discourage public contracting under other public procurement laws or policies of the County.

Former County Rule 15.030 revised

## **DIVISION 46 GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTING**

### **46-0100 Application; Federal Law Supremacy**

- (1) These PCRB Rules consist of the following four divisions:
  - (a) This division 46, which is applicable to all public contracting;
  - (b) Division 47, which describes procedures for public contracting for Goods or Services, as defined in ORS 279B.005;
  - (c) Division 48, which describes procedures for public contracting for Architectural, Engineering and Land Surveying Services and Related Services; and
  - (d) Division 49, which describes procedures for public contracting for Construction Services.
- (2) In the event of conflict between Rules in this division 46 and Rules in divisions 47, 48 and 49, the Rules in divisions 47, 48 and 49 take precedence over the Rules in this division 46.
- (3) Except as otherwise expressly provided in ORS 279C.800 to ORS 279C.870, and notwithstanding ORS chapters 279A, 279B, and ORS 279C.005 to 279C.670, applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of ORS chapters 279A, 279B, and ORS 279C.005 to 279C.670 or these PCRB Rules, or require additional conditions in Public Contracts not authorized by ORS chapters 279A, 279B, and ORS 279C.005 to 279C.670 or these PCRB Rules.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.030 & ORS 279A.065

### **46-0120 Policy**

All County departments shall conduct public contracting to further the following policies, and policies set forth in ORS Chapters 279, 279A, 279B and 279C and these PCRB Rules. A sound and responsive public contracting system should:

- (1) Simplify, clarify and modernize procurement practices so that they reflect the market place and industry standards.
- (2) Instill public confidence through ethical and fair dealing, honesty and good faith on the part of government officials and those who do business with the government.
- (3) Promote efficient use of federal, state and local government resources, maximizing the economic investment in public contracting within this state.
- (4) Clearly identify rules and policies that implement each of the socioeconomic programs that overlay public contracting and accompany the expenditure of public funds mandated by the legislature or the Board.
- (5) Allow impartial and open competition, protecting both the integrity of the public contracting process and the competitive nature of public procurement. In public procurement, as set out in ORS chapter 279B, meaningful competition may be obtained by evaluation of performance factors and other aspects of service and product quality, as well as pricing, in arriving at best value.



- (6) Provide a public contracting structure that can take full advantage of evolving procurement methods as they emerge within various industries, while preserving Competitive Bidding as the standard for Public Improvement contracts unless otherwise exempted.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.015 & ORS 279A.065

#### **46-0130 Application of the Code and PCRB Rules; Exceptions**

- (1) Neither the Code nor these PCRB Rules apply to the following contracts or the classes of contracts:
- (a) Contracts for purchases of law enforcement equipment suitable for counter-drug activities and computer equipment pursuant to the e-government Act of 2002 as described in ORS 279A.180, provided that the process described therein is followed;
  - (b) Grants as defined in ORS 279A.010 (i);
  - (c) Acquisitions or disposals of real property or interest in real property;
  - (d) Transfer, sale or disposal of personal property. The Chair is delegated authority to transfer, sell or dispose of personal property in accordance with administrative procedures adopted by the Chair.
  - (e) Procurements by a Department from an Oregon Corrections Enterprises program;
  - (f) Contracts between the County and other government entities including the federal government.
  - (g) Contracts, agreements or other documents entered into, issued or established in connection with:
    - (A) The incurring of debt by a public body, including but not limited to the issuance of bonds, certificates of participation and other debt repayment obligations, and any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
    - (B) The making of program loans and similar extensions or advances of funds, aid or assistance by a public body to a public or private body for the purpose of carrying out, promoting or sustaining activities or programs authorized by law; or
    - (C) The investment of funds by a public body as authorized by law, and other financial transactions of a public body that by their character cannot practically be established under the competitive contractor selection procedures of ORS 279B.050 to 279B.085;
  - (h) Contracts for Goods or Services with non-profit agencies providing employment opportunities for Disabled Individuals pursuant to ORS 279.835 to 279.855. However, Departments shall enter into such contracts in accordance with Division 55 of these Rules.
  - (i) Contracts for employee benefit plans as provided in ORS 243.105(1), 243.125(4), 243.221, 243.275, 243.291, 243.303 and 243.565.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.050, ORS 279A.055, 279A.065 & 279A.180

**46-0210 Subcontracting to and Contracting with Emerging Small Businesses; Prohibition Against Discrimination.**

- (1) A Department may require a Contractor to subcontract some part of a Contract to, or to obtain materials to be used in performing the Contract from:
  - (a) A business enterprise that is certified under ORS 200.055 as an Emerging Small Business; or
  - (b) A business enterprise that is:
    - (A) Certified under ORS 200.055 as an Emerging Small Business; and
    - (B) Is located in or draws its workforce from economically distressed areas, as designated by the Oregon Economic and Community Development Department.
- (2) A subcontractor certified under ORS 200.055 as an Emerging Small Business is located in or draws its workforce from economically distressed areas if:
  - (a) Its principal place of business is located in an area designated as economically distressed by the Oregon Economic and Community Development Department pursuant to administrative rules adopted by the Oregon Economic and Community Development Department; or
  - (b) The Contractor certifies in Writing to the Department that a substantial number of the subcontractor's employees or subcontractors that will manufacture the Goods or complete the services under the Contract reside in an area designated as economically distressed by the Oregon Economic and Community Development Department pursuant to administrative rules adopted by the Oregon Economic and Community Development Department. For the purposes of making the foregoing determination, the Department shall determine in each particular instance what proportion of a Contractor's subcontractor's employees or subcontractors constitute a substantial number.
- (3) The CPCA Manager shall include in each Solicitation Document a requirement that Offerors certify in their Offers on a form prescribed by the CPCA Manager:
  - (a) That the Offeror has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, Women or Emerging Small Business enterprise certified under ORS 200.055; and
  - (b) That the Offeror will not, in the performance of the Contract, discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income.
- (4) **MBE, WBE, ESB and DBE Disqualification.**
  - (a) The County may disqualify a Person from consideration of Award of County Contracts under ORS 200.065(5), or suspend a Person's right to bid on or participate in any public contract pursuant to ORS 200.075(1) after providing the Person with notice and a reasonable opportunity to be heard in accordance with sections (d) and (e) of this section.
  - (b) As provided in ORS 200.065 and 200.075 the County may disqualify or suspend a Person's right to submit an Offer or to participate in a Contract (e.g. act as a subcontractor) as follows:
    - (A) The County may disqualify a Person upon finding that the Person engaged in any of the activities made unlawful by ORS 200.065(1) or (2), or if the Person has been disqualified by another public entity pursuant to ORS 200.065.

- (B) The County may suspend a Person upon finding that the Person engaged in any of the acts prohibited by ORS 200.075(a) through (c).
- (c) The County may disqualify or suspend a Person's right to submit Offers or participate in Public Contracts only for the length of time permitted by ORS 200.065 or ORS 200.075, as applicable.
- (d) The County shall notify the Person in Writing of a proposed Disqualification pursuant to this section, served personally or by registered or certified mail, return receipt requested. This notice shall:
  - (A) State that the County intends to disqualify or suspend the Person;
  - (B) Set forth the reasons for the Disqualification;
  - (C) Include a statement of the Person's right to a hearing if requested in Writing within the time stated in the notice and that if the County does not receive the Person's Written request for a hearing within the time stated, the Person shall have waived its right to a hearing;
  - (D) Include a statement of the that the hearing will be conducted pursuant to ORS 200.065 and 200.075;
  - (E) Include a reference to the particular sections of the statutes and rules involved;
  - (F) State the proposed Disqualification period; and
  - (G) State that the Person may be represented by legal counsel.
- (e) The County shall schedule a hearing upon the County's receipt of the Person's timely request. The County shall notify the Person of the time and place of the hearing and provide information on the procedures, right of representation and other rights related to the conduct of the hearing prior to the hearing.
- (f) The County will notify the Person in Writing of its Disqualification, served personally or by registered or certified mail, return receipt requested. The notice shall contain:
  - (A) The effective date and period of Disqualification;
  - (B) The grounds for Disqualification; and
  - (C) A statement of the Person's appeal rights and applicable appeal deadlines.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 200.065, ORS 200.075, ORS 279A.065, ORS 279A.105 & ORS 279A.110

## **CONTRACT PREFERENCES**

### **46-0300 Preference for Oregon Goods and Services; Nonresident Offerors**

- (1) **Award When Offers Identical.** When a Department receives Offers identical in price, fitness, availability and quality, and chooses to Award a Contract, the Department shall Award the Contract based on the following order of precedence:
  - (a) The Department shall Award the Contract to the Offeror among those submitting identical offers that is offering Goods or Services that have been manufactured or produced in Oregon.

- (b) If two or more Offerors submit identical Offers, and both offer Goods or Services manufactured or produced in Oregon, the Department shall Award the Contract by drawing lots among the identical Offers offering Goods or Services that have been manufactured or produced in Oregon. The Offerors that submitted the identical Offers subject to the drawing of lots shall be given notice and an opportunity to be present when the lots are drawn.
  - (c) If the Department receives identical Offers, and none of the identical Offers offer Goods or Services manufactured or produced in Oregon, then the Department shall Award the Contract by drawing lots among the identical Offers. The Offerors that submitted the identical Offers subject to the drawing of lots shall be given notice and an opportunity to be present when the lots are drawn.
- (2) **Determining if Offers are Identical.** A Department shall consider Offers identical in price, fitness, availability and quality as follows:
  - (a) Bids received in response to an Invitation to Bid are identical in price, fitness, availability and quality if the Bids are Responsive, and offer the Goods or Services described in the Invitation to Bid at the same price.
  - (b) Proposals received in response to a Request for Proposals are identical in price, fitness, availability and quality if they are Responsive and achieve equal scores when scored in accordance with the evaluation criteria set forth in the Request for Proposals.
  - (c) Proposals received in response to a Special Procurement conducted pursuant to ORS 279B.085 are identical in price, fitness, availability and quality if, after completing the contracting procedure approved by the Contract Review Authority, the Department determines, in Writing, that two or more Proposals are equally Advantageous to the Department.
- (3) **Determining if Goods or Services are Manufactured or Produced in Oregon.** For the purposes of complying with subsection 1 of this Rule, Departments may request, either in a Solicitation Document, following Closing, or at any other time determined appropriate by the Department, any information the Department determines is appropriate and necessary to allow the Department to determine if the Goods or Services are manufactured or produced in Oregon. A Department may use any reasonable criteria to determine if Goods or Services are manufactured or produced in Oregon, provided that the criteria reasonably relate to that determination, and provided that the Department applies those criteria equally to each Bidder or Proposer.
- (4) **Procedure for Drawing Lots.** In any instance when this Section calls for the drawing of lots, the Department shall draw lots by a procedure that affords each Offeror subject to the drawing a substantially equal probability of being selected, and that does not allow the person making the selection the opportunity to manipulate the drawing of lots to increase the probability of selecting one Offeror over another.
- (5) **Nonresident Offerors.** When a public contract is awarded to a nonresident Offeror and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue (DOR) on forms provided by the DOR the total contract price, terms of payment, length of contract and such other information as the DOR may require before the Offeror may receive final payment on the public contract. The County shall satisfy itself that this requirement is met before issuing final payment.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.120

#### **46-0310 Reciprocal Preferences**

- (1) When evaluating Bids pursuant to Rule 47-0255, Rule 47-0257 or Rule 49-0390, Departments shall add a percentage increase to the Bid of a Nonresident Bidder equal to the percentage, if any, of the preference that would be given to that Bidder in the state in which the Bidder resides. A Department may rely on the list prepared and maintained by the State of Oregon pursuant to ORS 279A.120(4) to determine both (i) whether the Nonresident Bidder's state gives preference to in-state Bidders, and (ii) the amount of such preference.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.120

#### **46-0320 Preference for Recycled Materials**

- (1) Preference for Recycled Materials

- (a) **Definitions.** The following definitions apply only to this section:

- (A) **Post-consumer Waste.** A finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. "Post-consumer waste" does not include manufacturing waste
    - (B) **Recycled Material.** Any material that would otherwise be a useless, unwanted or discarded material except for the fact that the material still has useful physical or chemical properties after serving a specific purpose and can, therefore, be reused or recycled.
    - (C) **Recycled Paper.** A paper product with not less than thirty percent of its total weight consisting of post-consumer waste.
    - (D) **Recycled Product.** All Goods, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste, with not less than 10 percent of its total weight consisting of post-consumer waste. "Recycled product" also includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.
    - (E) **Secondary Waste Material.** Fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post consumer waste, but does not include excess virgin resources of the manufacturing process. For paper "secondary waste materials" does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust or other wood residue from a manufacturing process.

- (b) **Policy.** It is the policy of Multnomah County to purchase materials and products that are environmentally sound in their manufacture, use and disposal. The County shall give preference to the purchase of Goods from recycled materials if:

- (A) The recycled product is available; and
    - (B) The recycled product meets applicable standards; and
    - (C) The recycled product can be substituted for a comparable non-recycled product; and

- (D) The cost of the recycled product does not exceed the cost of the non-recycled product by more than five percent; or
- (E) If the product is recycled paper, the cost does not exceed the cost of non-recycled paper by more than 15 percent.
- (c) **Development of Specifications.** Departments shall review and work with the CPCA Manager to develop Procurement Specifications that encourage the use of recycled products whenever quality of a recycled product is functionally equal to the same product manufactured from virgin resources. Except for Specifications that have been established to preserve the public health and safety, all Procurement and purchasing Specifications shall be established in a manner that encourages Procurement and purchase of recycled products.
- (d) **Discretion to Give Preference.** At its discretion, the County may give preference to the purchase of Goods manufactured from recycled materials, even if the cost differential exceeds the five percent preference set forth in subsection (b) (D) of this Rule, or the fifteen percent preference set forth in subsection (b) (E) of this Rule.
- (e) **Required Solicitation Language.** Any Written Solicitation under these Rules shall include the following language: "Contractors shall use recyclable products and products which contain recycled content to the maximum extent economically feasible in the performance of the Contract Work set forth in this document."
- (f) **Awards to Maximize Recycling.** In any Solicitation which the County has reserved the right to make multiple awards, the recycled product or recycled paper preference shall be applied to the extent possible to maximize the dollar participation of firms offering recycled products or recycled paper in the Contract Award.
- (g) **Required Specifications.** The County shall require the Offeror to specify the minimum, if not the exact, percentage of recycled paper in the paper products or recycled product in products offered, and both the post-consumer waste and secondary waste material content. For paper products, the County also shall require that the Offeror specify the fiber type. The Offeror may certify a zero percent recycled paper or product. All Contract provisions impeding the consideration of products with recycled paper or recycled products shall be deleted in favor of performance standards.
- (h) **Requirements for Oils.** The County shall require that purchases of lubricating oil and industrial oil be made from the seller whose oil products contain the greater percentage of recycled oil, unless a specific oil product containing recycled oil is:
  - (A) Not available within a reasonable period of time or in the quantities necessary to meet a Department's needs;
  - (B) Not able to meet the performance requirements or standards recommended by the equipment or vehicle manufacturer, including any warranty requirements; or
  - (C) Available only at a cost of the comparable virgin oil products or other percent preference established by the County.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.125

## **COOPERATIVE PROCUREMENT**

### **46-0400 Authority for Cooperative Procurements**

- (1) As used in Rules 46-0400 to 46-0480:
  - (a) "Administering Contracting Agency" means a contracting agency that solicits and establishes the original Contract for Procurement of Goods, services or Public Improvements in a Cooperative Procurement. The agency may be the County, a state agency, another local government or an out of state government entity.
  - (b) "Cooperative Procurement" means a Procurement conducted by, or on behalf of, one or more contracting agencies. "Cooperative Procurement" includes but is not limited to multiparty contracts and Price Agreements.
  - (c) "Cooperative Procurement Group" means a group of contracting agencies joined through an intergovernmental agreement for the purposes of facilitating Cooperative Procurements.
  - (d) "Interstate Cooperative Procurement" means a Permissive Cooperative Procurement in which the Administering Contracting Agency is a governmental body, domestic or foreign, that is authorized under the governmental body's laws, rules or regulations to enter into Public Contracts and in which one or more of the participating agencies are located outside this state.
  - (e) "Joint Cooperative Procurement" means a Cooperative Procurement in which the participating contracting agencies or the Cooperative Procurement Group and the agencies' or group's contract requirements or estimated contract requirements for Price Agreements are identified.
  - (f) "Original Contract" means the initial Contract or Price Agreement solicited and awarded during a Cooperative Procurement by an Administering Contracting Agency.
  - (g) "Permissive Cooperative Procurement" means a Cooperative Procurement in which the purchasing contracting agencies are not identified.
  - (h) "Purchasing Contracting Agency" means either a Department or another contracting agency that procures Goods, services or Public Improvements from a Contractor based on the original Contract established by an Administering Contracting Agency.
- (2) The County may participate in, sponsor, conduct or administer Cooperative Procurements as follows:
  - (a) The County may participate in, sponsor, conduct or administer Joint Cooperative Procurements to establish Contracts or Price Agreements for Goods or Services, that use source selection methods substantially equivalent to those set forth in Rules 47-0255 to 47-0263 and 47-0285 or to establish Contracts for Public Improvements that use a Competitive Bidding process substantially equivalent to that set forth in Division 49.
  - (b) The County may participate in, sponsor, conduct or administer Permissive Cooperative Procurements to establish contracts or Price Agreements for the acquisition of Goods or Services that use source selection methods substantially equivalent to those set forth in Rule 47-0255 to 47-0263.
  - (c) The County may participate in, sponsor, conduct or administer Interstate Cooperative Procurements to establish contracts or Price Agreements for the acquisition of Goods or

Services that use source selection methods substantially equivalent to those set forth in Rules 47-0255 to 47-0263.

- (3) A Solicitation and Award process uses source selection methods substantially equivalent to those identified in Rules 47-0255 to 47-0263 and 47-0285 when it:
  - (a) Calls for Award of a Contract on the basis of a lowest Responsible Bidder or a lowest and best Bidder determination in the case of competitive bids, or on the basis of a determination of the Proposer whose Proposal is most Advantageous based on evaluation factors set forth in the Request for Proposals in the case of competitive Proposals;
  - (b) Does not permit the application of any geographic preference that is more favorable to Bidders or Proposers who reside in the jurisdiction or locality favored by the preference than the preferences provided in ORS 279A.120 (2); and
  - (c) Uses reasonably clear and precise Specifications that promote suitability for the purposes intended and that reasonably encourage competition.
- (4) Before using a Cooperative Procurement the Department shall make a Written determination that the Solicitation and Award process for the original Contract arising out of the Cooperative Procurement is substantially equivalent to those identified in Rules 47-0255 to 47-0263 and 47-0285 as described in subsection (3) above. This Written determination shall be kept in the Procurement File.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.205

#### **46-0410 Responsibilities of Administering Contracting Agencies and Purchasing Contracting Agencies**

- (1) If the County is an Administering Contracting Agency of a Cooperative Procurement, the County may establish the conditions under which Persons may participate in the Cooperative Procurements administered by the County as the Administering Contract Agency. Such conditions may include, without limitation, whether each Person that participates in the Cooperative Procurement shall pay administrative fees to the County as the Administering Contract Agency, whether the participants shall enter into a Written agreement with the County as the Administering Contract Agency, or any other matters related to the administration of the Cooperative Procurement and the resulting original Contract. The County acting as an Administering Contract Agency may, but is not required to, include provisions in the Solicitation Document for a Cooperative Procurement or advertise the Solicitation Document in a manner to assist a Purchasing Contracting Agency' compliance with the Code or these PCRB Rules.
- (2) If the County, acting as a Purchasing Contracting Agency, enters into a Contract based on a Cooperative Procurement, the County shall comply with the Code and these PCRB Rules, including without limitation those sections of the Code and these PCRB Rules that govern:
  - (a) The extent to which the County may participate in the Cooperative Procurement,
  - (b) The advertisement of the Solicitation Document related to the Cooperative Procurement, and
  - (c) Public notice of the County's intent to establish Contracts based on a Cooperative Procurement.

Stat. Auth.: ORS 279A.065



Stats. Implemented: ORS 279A.065 & ORS 279A.205

#### **46-0420 Joint Cooperative Procurements**

- (1) If the County chooses to participate in, sponsor, conduct or administer a Joint Cooperative Procurement it may do so if:
  - (a) The Administering Contracting Agency's Solicitation and Award process for the original Contract is an open and impartial competitive process and uses source selection methods substantially equivalent to those specified in Rules 47-0255 to 47-0263 and 47-0285 or uses a Competitive Bidding process substantially equivalent to the Competitive Bidding process in Division 49;
  - (b) The Administering Contracting Agency's Solicitation and the original Contract or Price Agreement identifies the Cooperative Procurement Group or each participating Purchasing Contracting Agency and specifies the estimated Contract requirements; and
  - (c) No material change is made in the terms, conditions or prices of the Contract between the Contractor and the Purchasing Contracting Agency from the terms, conditions and prices of the original Contract between the Contractor and the Administering Contracting Agency.
- (2) A Joint Cooperative Procurement may not be a Permissive Cooperative Procurement.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.210

#### **46-0430 Permissive Cooperative Procurements**

- (1) If the County chooses to participate in, sponsor, conduct or administer a Permissive Cooperative Procurement it may do so if:
  - (a) The Administering Contracting Agency's Solicitation and Award process for the original Contract is an open and impartial competitive process and uses source selection methods substantially equivalent to those specified in Rules 47-0255 to 47-0263;
  - (b) The Administering Contracting Agency's Solicitation and the original Contract allow other contracting agencies to establish contracts or Price Agreements under the terms, conditions and prices of the original Contract;
  - (c) The Contractor agrees to extend the terms, conditions and prices of the original Contract to the Purchasing Contracting Agency; and
  - (d) No material change is made in the terms, conditions or prices of the Contract or Price Agreement between the Contractor and the Purchasing Contracting Agency from the terms, conditions and prices of the original Contract between the Contractor and the Administering Contracting Agency.
- (2) If a Department intends to act for the County as a Purchasing Contracting Agency, CPCA shall provide public notice of intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement if the estimated amount of the Procurement exceeds \$250,000. The notice of intent shall include:
  - (a) A description of the Procurement;
  - (b) An estimated amount of the Procurement;

- (c) The name of the Administering Contracting Agency; and
  - (d) A time, place and date by which comments shall be submitted to CPCA regarding the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement.
- (3) Public notice of the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement shall be given in the same manner as provided in Rule 47-0300.
  - (4) CPCA shall give public notice at least seven (7) Days before the deadline for submission of comments regarding the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement.
  - (5) If a notice of intent is required to be given to establish a Contract or Price Agreement through a Permissive Cooperative Procurement under subsection (2) of this section:
    - (a) CPCA shall provide vendors who would otherwise be prospective Bidders or Proposers on the Contract or Price Agreement if the Procurement were competitively procured under Rules 47-0255 to 47-0263, an opportunity to comment on the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement under Rule 46-0440.
    - (b) Vendors shall submit comments within seven (7) Days after the notice of intent is published.
    - (c) If CPCA receives comments on the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement, before the Department may establish a Contract or Price Agreement through the Permissive Cooperative Procurement, the Department shall make a Written determination that establishing a Contract or Price Agreement through a Permissive Cooperative Procurement is in the best interest of the County. CPCA shall provide a copy of the Written determination to any vendor that submitted comments.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.215

**46-0440 Advertisements of Intent to Establish Contracts or Price Agreements through a Permissive Cooperative Procurement**

- (1) A Department that wishes to enter into a Contract or Price Agreement arising out of a Permissive Cooperative Procurement shall publish notice of its intent to do so if the Department estimates that it will spend in excess of \$250,000 on Goods and Services acquired under the Contract or Price Agreement.
- (2) For purposes of determining whether a Department shall give the notice required by this Rule, a Department will spend in excess of \$250,000 for Goods and Services acquired under a Contract or Price Agreement arising out of a Permissive Cooperative Procurement if:
  - (a) The Department's Contract or Price Agreement arising out of the Permissive Cooperative Procurement expressly provides that the Department will make payments over the term of the Contract or Price Agreement that will, in aggregate, exceed \$250,000, whether or not the total amount or value of the payments is expressly stated;
  - (b) The Department's Contract or Price Agreement arising out of the Permissive Cooperative Procurement expressly provides for a guaranteed maximum price, or a maximum not to exceed amount in excess of \$250,000; or

- (c) At the time the Department enters into the Contract or Price Agreement, the Department reasonably contemplates, based on historical or other data available to the Department, that the total payments it will make for Goods or Services under the Contract or Price Agreement will, in aggregate, exceed \$250,000 over the anticipated duration of the Contract or Price Agreement.
- (3) The notice of intent required by this Rule shall contain the information required by Rule 46-0430(2)(b), and CPCA shall advertise the notice in the same manner as provided in Rule 47-0300. CPCA shall give the notice required by this Section no fewer than 7 Days before the deadline for submitting comments regarding the Department's intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement.
- (4) A Department that intends to establish a Contract or Price Agreement arising out of a Permissive Cooperative Procurement it administers as an Administering Contract Agency may satisfy the notice requirements set forth in this Rule by including the information required by Rule 46-0430(2)(b) in the Solicitation Document related to the Permissive Cooperative Procurement, and including instructions in the Solicitation Document to potential Offerors describing how they may submit comments in response to the Department's intent to establish a Contract or Price Agreement through the Permissive Cooperative Procurement. The content and timing of such notice shall comply in all respects with Rule 46-0430 and these Rules.
- (5) A Department acting as a Purchasing Contracting Agency shall respond to any comments on its intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement as set forth in Rule 46-0430(5)(c).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.215

#### **46-0450 Interstate Cooperative Procurements**

- (1) A Department may establish a contract or price agreement through an Interstate Cooperative Procurement only if:
  - (a) The Solicitation and Award process for the original Contract is an open and impartial competitive process and uses source selection methods substantially equivalent to those specified in Rules 47-0255 to 47-0263
  - (b) The Administering Contracting Agency's Solicitation and the original Contract allows other governmental bodies to establish contracts or Price Agreements under the terms, conditions and prices of the original Contract; and
  - (c) The Administering Contracting Agency permits the Contractor to extend the use of the terms, conditions and prices of the original Contract to the Purchasing Contracting Agency.
- (2) In addition to the requirements in subsection (1) of this section:
  - (a) The Department, or the Cooperative Procurement Group of which the Department is a member, shall be listed in the Solicitation of the Administering Contracting Agency as a party that may establish contracts or Price Agreements under the terms, conditions and prices of the original Contract, and the Solicitation shall be advertised in Oregon; or
  - (b) The Department, or the Cooperative Procurement Group of which the Department is a member, shall advertise a notice of intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement.

- (A) The notice of intent shall include:
    - (i) A description of the Procurement;
    - (ii) An estimated amount of the Procurement;
    - (iii) The name of the Administering Contracting Agency; and
    - (iv) A time, place and date by which comments shall be submitted to CPCA regarding the intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement.
  - (B) Public notice of the intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement shall be given in the same manner as provided in Rule 47-0300.
  - (C) The notice shall be given at least seven (7) Days before the deadline for submission of comments regarding the intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement.
- (3) If a Department is required to provide notice of intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement under subsection (2) of this section:
- (a) CPCA shall provide vendors who would otherwise be prospective Bidders or Proposers on the Contract or Price Agreement, if the Procurement were competitively procured under Rules 47-0255 to 47-0263, an opportunity to comment on the intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement.
  - (b) Vendors shall submit comments within seven (7) Days after the notice of intent is published
  - (c) If CPCA receives comments on the intent to establish a Contract or Price Agreement through an Interstate Cooperative Procurement, before the Department may establish a Contract or Price Agreement through the Interstate Cooperative Procurement, the Department shall make a Written determination that establishing a Contract or Price Agreement through an Interstate Cooperative Procurement is in the best interest of the County. CPCA shall provide a copy of the Written determination to any vendor that submitted comments.
- (4) For purposes of this section, an Administering Contracting Agency may be any governmental body, domestic or foreign, authorized under its laws, rules or regulations to enter into contracts for the Procurement of Goods and services for use by a governmental body.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.220

#### **46-0460 Advertisements of Interstate Cooperative Procurements**

A Department may participate in an Interstate Cooperative Procurement as a Purchasing Contracting Agency if at least one (1) of the following occurs:

- (1) The Solicitation Document for the Interstate Cooperative Procurement lists the Department or the Cooperative Procurement Group of which the Department is a member as a party that may enter into Contracts or Price Agreements under the terms and conditions of the original Contract, and the Solicitation Document is advertised in Oregon in compliance with Rule 47-0300 by either:
  - (a) The Department; or

- (b) The Cooperative Procurement Group, or a member of the Cooperative Procurement Group, of which the Department is a member; or
  - (c) Another Purchasing Contracting Agency that is subject to the Code, so long as such advertisement would, if given by the Department, comply with ORS Rule 47-0300; or
- (2) If the Solicitation Document issued by the Administering Contract Agency was not advertised in accordance with Rule 46-0460(a), the Department gives notice of its intent to enter into a Public Contract or Price Agreement based on the terms of the Interstate Cooperative Procurement. The notice of intent shall contain the information required by Rule 46-0450(2)(b)(B), and the notice shall be advertised in the same manner as provided in 47-0300. CPCA shall give the notice required by this Section no fewer than seven (7) Days before the deadline for submitting comments regarding the intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement.
- (3) The Purchasing Contracting Agency shall respond to any comments on its intent to establish a Contract or Price Agreement through a Permissive Cooperative Procurement as set forth in Rule 46-0430(5)(c).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.220

#### **46-0470 Protests and Disputes**

- (1) If a Bidder or Proposer wishes to protest the Procurement process, the contents of a Solicitation Document related to a Cooperative Procurement, or the Award or proposed Award of an original Contract, the Bidder or Proposer shall make such protest in accordance with Rules 47-0700 through 47-0760. If the Administering Contract Agency is not subject to the Code, then Bidders or Proposers shall make such protests in accordance with the processes and procedures established by the Administering Contract Agency.
- (2) The failure of a Purchasing Contracting Agency to exercise any rights or remedies it has under a Contract or Price Agreement entered into through a Cooperative Procurement shall not affect the rights or remedies of any other agency that participates in the Cooperative Procurement, including the Administering Contract Agency, and shall not prevent any other Purchasing Contracting Agency from exercising any rights or seeking any remedies that may be available to it under its own Contract or Price Agreement arising out of the Cooperative Procurement.
- (3) A protest regarding the use of a Cooperative Procurement by a Department as a Purchasing Contracting Agency after the execution of an original Contract shall be directed to CPCA. The protest shall be in accordance with the provisions of Rules 47-0700, 47-0730, 47-0740 and 47-0760 and is limited in scope to the County's authority to enter into a Cooperative Procurement Contract.
- (4) The decision of the County to use a Cooperative Procurement is reviewable in the circuit court of Multnomah County.
- (5) Disputes regarding Contract performance between another agency acting as a Purchasing Contracting Agency where the County is the Administering Contracting Agency shall be resolved solely by the Purchasing Contracting Agency and the Contractor.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279A.225

#### **46-0480 Contract Amendments**

A Purchasing Contracting Agency may amend a Contract entered into pursuant to a Cooperative Procurement as set forth in Rule 47-0800.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

### **PROCUREMENT FILES**

#### **46-0490 Procurement Files**

- (1) This Rule applies to all purchases subject to these Rules in excess of \$5,000.
- (2) CPCA is responsible for initiating and maintaining the procurement file for procurement processes performed by CPCA for Countywide procurements and procurements processed on behalf of a Department.
- (3) A Department is responsible for initiating and maintaining the procurement file for intermediate, informal, emergency or any other procurement processed by the Department.
- (4) The information required to be part of the procurement file may be maintained in more than one file as long as there is a system that will allow all documents associated with an individual procurement to be retrieved as necessary.
- (5) Procurement File(s) shall contain:
  - (a) An executed Contract, if awarded;
  - (b) The record of the actions used to develop the Contract;
  - (c) A copy of the Solicitation, if any;
  - (d) Any required findings or statement of justification for the selection of the Contractor and sourcing method used; and
- (6) Procurement File(s) shall also contain, if required by these Rules:
  - (a) A list of prospective contractors notified of any Solicitation;
  - (b) The method used to advertise or notify prospective contractors;
  - (c) A copy of each Offer that resulted in the Award of a Contract;
  - (d) The method of evaluating Offers, the results of the evaluation, and basis of selection;
  - (e) The record of any Negotiation of the Statement of Work and results;
  - (f) A record of all material Communications regarding the Solicitation by interested contractors;
  - (g) All information describing how the Contractor was selected, including the basis for awarding the Contract;
  - (h) A copy of the Request for Special Procurement, if any; and
  - (i) Documentation related to Cooperative Procurements.
- (7) CPCA and Departments shall maintain Procurement Files, in accordance with the retention requirements of administrative procedure REC 1 and any other applicable County

administrative procedures. Procurement Files shall be made immediately available for review upon the request of the CPCA Manager.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279A.050; ORS 279A.065(5); ORS 279A.070; and ORS 279A.140

**DIVISION 47 PUBLIC PROCUREMENTS  
FOR GOODS OR SERVICES - GENERAL PROVISIONS**

**47-0000 Application**

- (1) These Division 47 Rules implement ORS chapter 279B, Public Procurements and apply to the Procurement of Goods or Services. These Rules do not apply to Procurement of Personal Services as defined in subsection (2) below. Procurement of Personal Services is governed by administrative procedures PUR-1 and CON-1.
- (2) Personal Services are services which require specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment, including, without limitation, a Contract for the services of an accountant, physician or dentist, educator, information technology or other consultant, broadcaster or artist (including a photographer, filmmaker, painter, weaver or sculptor). Personal Services do not include:
  - (a) The services of an Architect, Engineer, Land Surveyor or provider of Related Services under Division 48.
  - (b) Products supplied through Contracts which, even though in a professional capacity, are primarily for a product. E.g., a Contract with a data processing consultant to develop a new computer system design is for Personal Services, but a Contract to design a computer system and supply all the hardware is primarily for a tangible product;
  - (c) Services supplied through Contracts with a temporary service or personnel agency to supply labor, which is of a type that can generally be done by any competent worker; examples include data entry, keypunch, janitorial, security guard, crop spraying, laundry, and landscape maintenance services;
  - (d) Services supplied through Contracts with a Contractor that primarily supplies labor that can generally be done by any competent or skilled worker including, but not limited to conference planning, collection, crowd management, first aid training, courier services and surveys to collect data;
  - (e) Services supplied through Contracts for trade-related activities to be paid on a labor and materials basis; and
  - (f) Contracts for trade-related services to accomplish routine, continuing functions, even though a specific license is required to engage in the activity. Examples include repair and maintenance of equipment or structures.
- (3) The CPCA Manager shall have discretion to determine whether a particular type of Contract or service falls within the foregoing definition.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.015

Former PCRB Rule 340-1080



## SOURCE SELECTION

### 47-0250 Methods of Source Selection

Except as otherwise permitted by these Rules, Awards of Public Contracts for Goods or Services shall be based on Offers received in response to either competitive sealed Bids pursuant to Rules 47-0255 and 47-0257 or competitive sealed Proposals pursuant to Rules 47-0260 to 470-0263.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.050

### 47-0255 Competitive Sealed Bidding

- (1) **Generally.** The County may procure Goods or Services by competitive sealed bidding as set forth in this Rule. The CPCA Manager may issue a request for information, a request for interest or other preliminary documents to obtain information useful in the preparation of an Invitation to Bid. An Invitation to Bid is used to initiate a competitive sealed bidding Solicitation and shall contain the following information:
  - (a) A time and date by which the bids shall be received and a place at which the bids shall be submitted, and may, in the sole discretion of the CPCA Manager, direct or permit the submission and receipt of bids by electronic means;
  - (b) The name and title of the person designated for the receipt of bids and the person designated by the CPCA Manager as the contact person for the Procurement, if different;
  - (c) A Procurement description;
  - (d) A time, date and place that prequalification applications, if any, shall be filed and the classes of Work, if any, for which Bidders shall be prequalified in accordance with Rule 47-0550;
  - (e) A statement that the contracting agency may cancel the Procurement or reject any or all bids in accordance with Rule 47-0660;
  - (f) A statement that "Contractors shall use recyclable products and products which contain recycled content to the maximum extent economically feasible in the performance of the Contract Work set forth in this document." (See, Rule 46-0320(1)(e))
  - (g) A statement that requires the Contractor or subcontractor to possess an asbestos abatement license, if required under ORS 468A.710;
  - (h) All contractual terms and conditions applicable to the Procurement;
  - (i) General Information;
    - (A) Notice of any pre-Offer conference as follows:
      - (i) The time, date and location of any pre-Offer conference;
      - (ii) Whether attendance at the conference will be mandatory or voluntary; and
      - (iii) A provision that provides that statements made by the County's representatives at the conference are not binding upon the County unless confirmed by Written Addendum;
    - (B) The form and instructions for submission of Bids and any other special information;
    - (C) The time, date and place of Opening;

- (D) The office where the Solicitation Document may be reviewed;
- (E) A statement that each Bidder shall identify whether the Bidder is a Resident Bidder;
- (F) Contractor's certification of nondiscrimination in obtaining required subcontractors in accordance with Rule 46-0210;
- (G) How the County will notify Bidders of Addenda and how the County will make Addenda available (See Rule 47-0430);
- (j) Department Need. The character of the Goods or Services the Department is purchasing including, if applicable, a description of the acquisition, Specifications, delivery or performance schedule, inspection and acceptance requirements;
- (k) Bidding and Evaluation Process.
  - (A) The anticipated Solicitation schedule, deadlines, protest process, and evaluation process;
  - (B) The Solicitation Document shall set forth objective evaluation criteria in accordance with the requirements of Rule 47-0600. Evaluation criteria need not be precise predictors of actual future costs, but to the extent possible, such evaluation factors shall be reasonable estimates of actual future costs based on information the Department has available concerning future use; and
  - (C) If the Department intends to Award Contracts to more than one Bidder pursuant to Rule 47-0600(4)(c), the Department shall identify in the Solicitation Document the manner in which it will determine the number of Contracts it will Award;
- (l) Applicable preferences pursuant to Rules 46-0310 (in state preference) and 46-0320 (recycled materials preference) and 47-0600(1)(b)(B) (in state printing preference);
- (m) All Contract terms and conditions, including a provision indicating whether the Contractor can assign the Contract, delegate its duties, or subcontract the delivery of the Goods or Services without prior Written approval from the County; and
- (n) Where applicable, requirements for payment of a Living Wage.
- (2) A Department may require bid security if the contracting agency determines that bid security is reasonably necessary or prudent to protect the interests of the County. CPCA shall return the bid security to all Bidders upon the execution of the Contract. CPCA shall retain the bid security if a Bidder who is awarded a Contract fails to promptly and properly execute the Contract. For purposes of this paragraph, prompt and proper execution of the Contract includes all action by a Bidder that is necessary to the formation of a Contract in accordance with the Invitation to Bid, including the posting of performance security and the submission of proof of insurance when required by the Invitation to Bid.
- (3) Public notice of the competitive sealed bidding Solicitation shall be given as set forth in Rule 47-0300.
- (4) The CPCA Manager shall open bids publicly at the time, date and place designated in the Invitation to Bid.
  - (a) The amount of a bid, the name of the Bidder and other relevant information shall be recorded. The record shall be open to public inspection.
  - (b) Notwithstanding any requirement to make bids open to public inspection after the issuance of notice of intent to Award a Contract, the County may withhold from disclosure to the public trade secrets, as defined in ORS 192.501, and information

submitted to a public body in confidence, as described in ORS 192.502, that are contained in a bid.

- (5) The CPCA Manager shall evaluate all bids that are received before the time and date indicated for bid Closing in the Invitation to Bid. The CPCA Manager shall evaluate the bids based on the requirements set forth in the Invitation to Bid. The requirements may include, in addition to the information described in subsection (1)(k)(B) of this Rule, criteria to determine minimum acceptability, such as inspection, testing, quality and suitability for intended use or purpose. Criteria that will affect the bid price and will be considered in evaluation for Award including, but not limited to, discounts, transportation costs and total costs of ownership or operation of a product over its life shall be objectively measurable. The Invitation to Bid shall set forth the evaluation criteria to be used. No criteria may be used in a bid evaluation that are not set forth in the Invitation to Bid or in a qualified products list maintained under Rule 47-0525. The CPCA Manager shall, for the purpose of evaluating bids, apply any applicable preference described in Rules 46-0300, 46-0310 and 46-0320.
- (6) CPCA Manager may not consider for Award bids received after the time and date indicated for bid Closing in the Invitation to Bid.
- (7) The CPCA Manager may retain bids or copies of bids received after the Bid Closing.
- (8) Correction and withdrawal of bids before and after bid Closing and the cancellation of awards or contracts based on bid mistakes shall be done in accordance with Rules 47-0460 and 47-0470.
- (9) The cancellation of invitations to bid and the rejection of bids shall be in accordance with Rules 47-0650 and 47-0660.
- (10) The CPCA Manager shall, in accordance with Rule 47-0610, issue to each Bidder or shall post, electronically or otherwise, a notice of intent to Award.
- (11) If a Contract is awarded, the CPCA Manager shall Award the Contract:
  - (a) To the lowest Responsible Bidder whose bid substantially complies with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public Procurement procedures and requirements; or
  - (b) When the Invitation to Bid specifies or authorizes the Award of multiple contracts, to the Responsible Bidders:
    - (A) Whose bids substantially comply with the requirements and criteria set forth in the Invitation to Bid and with all prescribed public Procurement procedures and requirements; and
    - (B) Who qualify for the Award of a Public Contract under the terms of the Invitation to Bid.
- (12) The successful Bidder shall promptly execute a Contract. The successful Bidder's duty to promptly execute a Contract includes the duty to take all action that is necessary to the formation of a Contract in accordance with the Invitation to Bid, including the posting of performance security and the submission of proof of insurance when required by the Invitation to Bid.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.055

#### **47-0257 Multistep Sealed Bids**

- (1) **General.** When a Department considers it impractical to initially prepare a Procurement description to support an Award based on price, the contracting agency may issue a multistep Invitation to Bid requesting the submission of unpriced submittals, and then later issue an Invitation to Bid limited to the Bidders whom the CPCA Manager has determined to be eligible to submit a priced bid under the criteria set forth in the initial Solicitation of unpriced submittals.
- (2) **Phased Process.** Multistep bidding is a phased process that seeks necessary information or unpriced technical Bids in the initial phase and regular competitive sealed bidding, inviting Bidders who submitted technically eligible Bids in the initial phase to submit competitive sealed price Bids on the technical Bids in the final phase. The Contract shall be Awarded to the lowest Responsible Bidder. If time is a factor, the CPCA Manager may require Bidders to submit a separate sealed price Bid during the initial phase to be opened after the technical evaluation.
- (3) **Public Notice.** Whenever multistep sealed Bids are used, public notice for the first phase shall be given in accordance with Rule 47-0300. Public notice is not required for the subsequent phases. However, the CPCA Manager shall give notice of subsequent phases to all Bidders and inform Bidders of the right to protest Addenda issued after initial Closing pursuant to Rule 47-0430 and inform Bidders excluded from the subsequent phases of the right, if any, to protest exclusion pursuant to Rule 47-0720.
- (4) **Procedures Generally.** In addition to the procedures set forth in Rules 47-0300 to 47-0490, the County shall employ the procedures set forth in this Rule for multistep bidding:
  - (a) **Solicitation Protest.** The Solicitation Document shall provide that prior to the Closing of phase one there shall be an opportunity to protest the Solicitation under Rule 47-0730.
  - (b) **Addenda Protest.** The Solicitation Document may provide an opportunity to protest any Addenda issued during phase two pursuant to Rule 47-0430(3)(b).
  - (c) **Exclusion Protest.** The Solicitation Document may, but is not required to provide an opportunity for a Bidder to protest exclusion from the second round of multistep sealed Bids as set forth in Rule 47-0720.
  - (d) **Administrative Remedy.** Proposers may submit a protest to any Addenda or to any action by the County that has the effect of excluding the Proposer from the second phase of multistep bidding to the extent such protests are provided for in the Solicitation Document or required by this section. Failure to so protest shall be considered the Bidder's failure to pursue an administrative remedy made available to the Bidder by the County.
  - (e) **Award Protest.** The County shall provide an opportunity to protest its intent to Award a Contract pursuant to Rule 47-0740. An Affected Bidder may protest, for any of the bases set forth in Rule 47-0720(2), its exclusion from the second phase of a multistep sealed Bid, or an Addendum issued following initial Closing, if the County did not previously provide Bidders the opportunity to protest such exclusion or Addendum.
- (5) **Procedure for Phase One of Multistep Sealed Bids.**
  - (a) **Form.** Multistep sealed bidding shall be initiated by the issuance of an Invitation to Bid in the form and manner required for competitive sealed Bids except as hereinafter provided. In addition to the requirements set forth in Rule 47-0255(1), the multistep Invitation to Bid shall state:

- (A) That un-priced technical Bids are requested;
  - (B) Whether price Bids are to be submitted at the same time as un-priced technical Bids; if they are, that such price Bids shall be submitted in a separate sealed envelope;
  - (C) That the Solicitation is a multistep sealed Bid Procurement, and priced Bids will be considered only in the second phase and only from those Bidders whose un-priced technical Bids are found eligible in the first phase;
  - (D) The criteria to be used in the evaluation of un-priced technical Bids;
  - (E) That the County, to the extent that it finds necessary, may conduct oral or Written Discussions for the purposes of clarification of the un-priced technical Bids;
  - (F) That the Goods or Services being procured shall be furnished generally in accordance with the Bidder's technical Bid as found to be finally eligible and shall meet the requirements of the Invitation to Bid.
  - (G) Whether Bidders excluded from subsequent phases have a right to protest the exclusion before the notice of intent to Award. Such information can be given or changed by Addenda.
- (b) **Addenda to the Invitation to Bid.** After receipt of un-priced technical Bids, Addenda to the Invitation to Bid shall be distributed only to Bidders who submitted un-priced technical Bids.
  - (c) **Receipt and Handling of Un-priced Technical Bids.** Un-priced technical Bids need not be opened publicly.
  - (d) **Evaluation of Un-Priced Technical Bids.** Un-priced technical Bids submitted by Bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation to Bid. Un-priced technical Bids shall be categorized as:
    - (A) Eligible;
    - (B) Potentially eligible; that is, reasonably susceptible of being made eligible; or
    - (C) Ineligible. CPCA shall record in Writing the basis for determining a Bid ineligible and make it part of the Procurement File. The Department may initiate phase two of the procedure if, in the Department's opinion, there are sufficient eligible un-priced technical Bids to assure effective price competition in the second phase without technical Discussions. If the Department finds that such is not the case, CPCA may issue an Addendum to the Invitation to Bid or engage in technical Discussions as set forth in subsection (5)(e) of this Rule.
  - (e) **Notice of Ineligible Un-priced Technical Bid.** When CPCA determines a Bidder's un-priced technical Bid to be ineligible, such Bidder shall not be afforded an additional opportunity to supplement its technical Bids.
  - (f) **Discussion of Un-priced Technical Bids.** The Department may seek clarification of a technical Bid by any eligible, or potentially eligible Bidder. During the course of such Discussions, the Department shall not disclose any information derived from one un-priced technical Bid to any other Bidder. Once Discussions are begun, any Bidder who has not been notified that its Bid has been finally found ineligible may submit supplemental information amending its technical Bid at any time until the Closing of the final step established by the Solicitation Document. Such submission may be made at the request of the Department or upon the Bidder's own initiative.

- (g) **Mistakes During Multistep Sealed Bidding.** Mistakes may be corrected or Bids may be withdrawn during phase one:
  - (A) Before un-priced technical Bids are considered;
  - (B) After any Discussions have commenced under subsection(5)(e);
  - (C) When responding to any Addenda of the Invitation to Bid; or
  - (D) In accord with 47-0470.
- (6) **Procedure for Phase Two of Multistep Sealed Bids.**
  - (a) **Initiation.** Upon the completion of phase one, CPCA shall either:
    - (A) Open price Bids submitted in phase one (if price Bids were required to be submitted) from Bidders whose un-priced technical Bids were found to be eligible; or
    - (B) If price Bids have not been submitted, technical Discussions have been held, or Addenda to the Invitation to Bid have been issued, invite each eligible Bidder to submit a price Bid.
  - (b) **Conduct.** Phase Two shall be conducted as any other competitive sealed Bid Procurement except:
    - (A) As specifically set forth in this Rule;
    - (B) No public notice need be given of this invitation to submit price Bids because such notice was previously given.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.055

#### **47-0260 Competitive Sealed Proposals**

- (1) The County may solicit and Award a Public Contract for Goods or services, or may Award multiple Public Contracts for Goods or services when specified in the Request for Proposals, by requesting and evaluating competitive sealed Proposals. The CPCA Manager may issue a request for information, a request for interest, a request for qualifications or other preliminary documents to obtain information useful in the preparation of a Request for Proposals.
- (2) The Request for Proposals shall include:
  - (a) A time and date by which sealed Proposals shall be received, and a place at which the Proposals shall be submitted, and may, in the sole discretion of the County, direct or permit the submission and receipt of Proposals by electronic means.
  - (b) The time, date and place of Opening;
  - (c) The office where the Solicitation Document may be reviewed;
  - (d) The name and title of the person designated for receipt of Proposals and the person designated by the CPCA Manager as the contact person for the Procurement, if different;
  - (e) The character of the Goods or Services the Department is purchasing including, if applicable, a description of the acquisition, Specifications, delivery or performance schedule, inspection and acceptance requirements;

- (f) A time, date and place that prequalification applications, if any, shall be filed and the classes of Work, if any, for which Proposers shall be prequalified in accordance with Rule 47-0550;
  - (g) Notice of any pre-Offer conference including the time, date and location of any pre-Offer conference and whether attendance at the conference will be mandatory or voluntary and a provision that provides that statements made by the Department's representatives at the conference are not binding upon the Department unless confirmed by Written Addendum;
  - (h) The form and instructions for submission of Proposals and any other special information, e.g., whether Proposals may be submitted by electronic means;
  - (i) Contractor's certification of nondiscrimination in obtaining required subcontractors in accordance with Rule 46-0210(3);
  - (j) How the County will notify Proposers of Addenda and how the County will make Addenda available. (*See*, Rule 47-0430);
  - (k) The anticipated Solicitation schedule, deadlines, protest process;
  - (l) The evaluation process, including but not limited to the relative importance of price and any other evaluation factors used to rate the Proposals in the first tier of competition, and if more than one tier of competitive evaluation may be used, a description of the process under which the Proposals will be evaluated in the subsequent tiers. Evaluation criteria need not be precise predictors of actual future costs and performance, but to the extent possible, such factors shall be reasonable estimates of actual future costs based on information available to the Department;
  - (m) The selection criteria, which may include, but is not limited to, negotiation with the highest ranked Proposer, competitive Negotiations, multiple-tiered competition designed to identify a class of Proposers that fall within a Competitive Range or to otherwise eliminate from consideration a class of lower ranked Proposers, or any combination of methods, as authorized or prescribed by these Rules;
  - (n) Whether the County intends to Award Contracts to more than one (1) Proposer pursuant to Rule 47-0600(4)(d), and, if so, the manner in which it will determine the number of Contracts it will Award.
  - (o) A statement that the County may cancel the Procurement or reject any or all Proposals in accordance with Rule 47-0660;
  - (p) A statement that "Contractors shall use recyclable products and products which contain recycled content to the maximum extent economically feasible in the performance of the Contract Work set forth in this document;" (*See*, Rule 46-0320(1)(e)).
  - (q) A statement that requires the Contractor or subcontractor to possess an asbestos abatement license, if required under ORS 468A.710;
  - (r) All contractual terms and conditions applicable to the Procurement, including Contract terms and conditions, including a provision indicating whether the Contractor can assign the Contract, delegate its duties, or subcontract the Goods or Services without prior Written approval from the County, and;
  - (s) Where applicable, requirements for payment of a Living Wage.
- (3) The Request for Proposals may also, if applicable:

- (a) Identify those contractual terms or conditions the Department reserves, in the Request for Proposals, for negotiation with Proposers;
  - (b) Request that Proposers propose contractual terms and conditions that relate to subject matter reasonably identified in the Request for Proposals;
  - (c) Contain or incorporate the form and content of the Contract that the County will accept, or suggested Contract terms and conditions that nevertheless may be the subject of Negotiations with Proposers;
- (4) The County may require Proposal security in any form deemed prudent by the County. Proposal security shall serve the same function with respect to requests for Proposals as bid security serves with respect to invitations to bid under Rule 47-0255(2).
  - (a) CPCA shall return the Proposal security to all Proposers upon the execution of the Contract.
  - (b) The County may retain the Proposal security if a Proposer who is awarded a Contract fails to promptly and properly execute the Contract. For purposes of this paragraph, prompt and proper execution of the Contract includes all action by a Proposer that is necessary to the formation of a Contract in accordance with the Request for Proposals, including the posting of performance security and the submission of proof of insurance when required by the Request for Proposals. If Contract Negotiations or competitive Negotiations are conducted, the failure, prior to Award, of the County and a Proposer to reach agreement does not constitute grounds for the retention of Proposal security.
- (5) Public notice of the Request for Proposals shall be given in the same manner as provided for public notice of invitations to bid in Rule 47-0300.
- (6) Notwithstanding ORS 192.410 to 192.505, Proposals may be opened in a manner to avoid disclosure of contents to competing Proposers during, when applicable, the process of negotiation, but the CPCA Manager shall record and make available the identity of all Proposers as part of the County's public records from and after the Opening of the Proposals. Notwithstanding ORS 192.410 to 192.505, Proposals are not required to be open for public inspection until after the notice of intent to Award a Contract is issued. The fact that Proposals are opened at a meeting, as defined in ORS 192.610, does not make their contents subject to disclosure, regardless of whether the public body opening the Proposals fails to give notice of or provide for an executive session for the purpose of opening Proposals.
  - (a) Notwithstanding any requirement to make Proposals open to public inspection after the County's issuance of notice of intent to Award a Contract, the County may withhold from disclosure to the public materials included in a Proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502.
  - (b) If a Request for Proposals is canceled under ORS 279B.100 after Proposals are received, the County may return a Proposal to the Proposer that made the Proposal. The contracting agency shall keep a list of returned Proposals in the file for the solicitation.
- (7) As provided in the Request for Proposals or in Written Addenda issued thereunder, the Department may conduct site tours, demonstrations, individual or group Discussions and other informational activities with Proposers before or after the opening of Proposals for the purpose of clarification to ensure full understanding of, and responsiveness to, the Solicitation requirements or to consider and respond to requests for modifications of the Proposal requirements. The Department shall use procedures designed to accord Proposers fair and equal treatment with respect to any opportunity for Discussion and revision of Proposals.



- (a) For purposes of evaluation, when provided for in the Request for Proposals, the Department may employ methods of contractor selection that include, but are not limited to:
  - (A) An Award or awards based solely on the ranking of Proposals;
  - (B) Discussions leading to best and final offers, in which the Department may not disclose private Discussions leading to best and final offers;
  - (C) Discussions leading to best and final offers, in which the Department may not disclose information derived from Proposals submitted by competing Proposers;
  - (D) Serial Negotiations, beginning with the highest ranked Proposer;
  - (E) Competitive simultaneous Negotiations;
  - (F) Multiple-tiered competition designed to identify, at each level, a class of Proposers that fall within a Competitive Range or to otherwise eliminate from consideration a class of lower ranked Proposers;
  - (G) A multistep Request for Proposals requesting the submission of unpriced technical submittals, and then later issuing a Request for Proposals limited to the Proposers whose technical submittals the Department had determined to be qualified under the criteria set forth in the initial Request for Proposals; or
  - (H) Any combination of methods described in this paragraph, as authorized or prescribed by these Rules.
- (b) Revisions of Proposals may be permitted after the submission of Proposals and before Award for the purpose of obtaining best offers or best and final offers.
- (c) After the opening of Proposals, the CPCA Manager may issue or electronically post an Addendum to the Request for Proposals that modifies the criteria, rating process and procedure for any tier of competition before the start of the tier to which the Addendum applies. The CPCA Manager shall send an Addendum that is issued by a method other than electronic posting to all Proposers who are eligible to compete under the Addendum. The CPCA Manager shall issue or post the Addendum at least five (5) Days before the start of the subject tier of competition or as otherwise determined by the Department to be adequate to allow eligible Proposers to prepare for the competition in accordance with these Rules.
- (8) Any Solicitation or Procurement described in a Solicitation may be canceled, rejected, delayed or suspended as provided in Rule 47-0660.
- (9) The Solicitation shall describe the methods by which the agency will make the results of each tier of competitive evaluation available to the Proposers who competed in the tier. The Solicitation shall include a description of the manner in which the Proposers who are eliminated from further competition may protest or otherwise object to the County's decision.
- (10) The CPCA Manager shall issue or electronically post the notice of intent to Award described in Rule 47-0300 to each Proposer who was evaluated in the final competitive tier.
- (11) If a Contract is awarded, the Contract shall be awarded to the Responsible Proposer whose Proposal the County determines in Writing to be the most Advantageous to the County based on the evaluation process and evaluation factors described in the Request for Proposals, any applicable preferences described in Rules 46-0310 and 46-0320 and, when applicable, the outcome of any Negotiations authorized by the Request for Proposals. Other factors may not be used in the evaluation. When the Request for Proposals specifies or authorizes the Award of

multiple Public Contracts, the County shall Award Public Contracts to the Responsible Proposers who qualify for the Award of a Contract under the terms of the Request for Proposals.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.060

#### **47-0261 Procedures for Competitive Range, Multi-tiered and Multistep Proposals**

- (1) **Generally.** A Department may procure Goods or Services employing any combination of the methods of Contractor selection as set forth in Rule 47-0260. In addition to the procedures set forth in Rules 47-0300 to 47-0490 for methods of Contractor selection that call for the establishment of a Competitive Range or include Discussions or Negotiations, a Department shall employ the procedures set forth in this Rule for Competitive Range, multi-tiered and multistep Proposals.
- (2) **Solicitation Protest.** The Solicitation Document shall provide that prior to the initial Closing, there shall be opportunity to protest the Solicitation under Rule 47-0720.
- (3) **Addenda Protest.** The Solicitation Document may provide for an opportunity to protest, pursuant to Rule 47-0430, any Addenda issued pursuant to 47-0260.
- (4) **Exclusion Protest.** The Solicitation Document may provide that, before the notice of an intent to Award there shall be an opportunity for a Proposer to protest exclusion from the Competitive Range or from subsequent phases of multi-tiered or multistep sealed Proposals as set forth in 47-0720.
- (5) **Administrative Remedy.** Proposers may submit a protest to any Addenda or to any action by the County that has the effect of excluding the Proposer from subsequent phases of a multiple-tiered or multistep Request for Proposals to the extent such protests are provided for in the Solicitation Document. Failure to so protest shall be considered the Proposer's failure to pursue an administrative remedy made available to the Proposer by the County.
- (6) **Award Protest.** The Solicitation Document shall provide an opportunity to protest the intent to Award a Contract pursuant to Rule 47-0740. An Affected Proposer may protest, for any of the bases set forth in Rule 47-0720, its exclusion from the Competitive Range or any phase of a multi-tiered or multistep sealed Proposal, or an Addendum issued following initial Closing, if the County did not previously provide Proposers the opportunity to protest such exclusion or Addendum.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.060

#### **47-0262 Competitive Range, Discussions and Negotiations**

- (1) **Competitive Range.** When the Solicitation process conducted pursuant to Rule 47-0260 calls for the establishment of a Competitive Range at any stage in the Procurement process, it shall do so as follows:
  - (a) **Determining Competitive Range.**
    - (A) The Department shall establish a Competitive Range after evaluating all Responsive Proposals in accordance with the evaluation criteria set forth in the Request for Proposals. After evaluation of all Proposals in accordance with the

criteria set forth in the Request for Proposals, the Department shall determine and rank the Proposers in the Competitive Range.

- (B) The Department may increase the number of Proposers in the Competitive Range if the Department's evaluation of Proposals establishes a natural break in the scores of Proposers indicating a number of Proposers greater than the initial Competitive Range are closely competitive, or have a reasonable chance of being determined the most Advantageous Proposer. The Department may decrease the number of Proposers in the initial Competitive Range only if the excluded Proposers have no reasonable chance to be the most Advantageous Proposer.
- (b) **Protesting Competitive Range.** CPCA shall provide Written notice to all Proposers identifying Proposers in the Competitive Range. The Solicitation Document may provide an opportunity for Proposers excluded from the Competitive Range to protest the Department's evaluation and determination of the Competitive Range in accordance with Rule 47-0720.
- (c) **Intent to Award; Discuss or Negotiate.** After determination of the Competitive Range and after any protest period provided in accordance with subsection (1)(b) expires, or after the County has provided a final response to any protest, whichever date is later, the County may either:
  - (A) Provide Written notice to all Proposers in the Competitive Range of its intent to Award the Contract to the highest-ranked Proposer in the Competitive Range.
    - (i) An unsuccessful Proposer may protest the County's intent to Award in accordance with Rule 47-0740.
    - (ii) After the protest period provided in accordance with 47-0740 expires, or after the County has provided a final response to any protest, whichever date is later, the Department shall commence Negotiations in accordance with subsection (3) of this Rule with Proposers in the Competitive Range; or
  - (B) Engage in Discussions with Proposers in the Competitive Range and accept revised Proposals from them as set forth in subsection (2) of this Rule and following such Discussions and receipt and evaluation of revised Proposals, conduct Negotiations as set forth in subsection (3) of this Rule with the Proposers in the Competitive Range.
- (2) **Discussions; Revised Proposals.** If the Department chooses to enter into Discussions with and receive best and final Offers (See, subsection (4) of this Rule below), the Department shall proceed as follows:
  - (a) **Initiating Discussions.** The Department shall initiate oral or Written Discussions with all Proposers submitting Responsive Proposals or all Proposers in the Competitive Range (collectively "eligible Proposers") regarding their Proposals with respect to the provisions of the RFP that the Department identified in the RFP as the subject of Discussions. The Department may conduct Discussions for the following purposes:
    - (A) Informing potentially eligible Proposers of deficiencies in their initial Proposals;
    - (B) Notifying eligible Proposers of parts of their Proposals for which the Department would like additional information; or
    - (C) Otherwise allowing eligible Proposers to develop revised Proposals that will allow the Department to obtain the best Proposal based on the requirements and evaluation criteria set forth in the Request for Proposals.

- (b) **Conducting Discussions.** The Department may conduct Discussions with each eligible Proposer necessary to fulfill the purposes of this subsection (2), but need not conduct the same amount of Discussions with each eligible Proposer. The Department may terminate Discussions with any eligible Proposer at any time. However, the Department shall offer all eligible Proposers the same opportunity to discuss their Proposals with the Department before notice is given by the CPCA Manager to eligible Proposers of the date and time pursuant to subsection (4) that best and final Proposals will be due.

(A) In conducting Discussions, the Department:

- (i) Shall treat all eligible Proposers fairly and shall not favor any eligible Proposer over another;
- (ii) Shall not disclose other eligible Proposer's Proposals or Discussions.
- (iii) May adjust the evaluation of a Proposal as a result of a Discussion under this section. The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the Discussions provided the changes are within the scope of the Request for Proposals.

(B) At any time during the time allowed for Discussions, the Department may:

- (i) Continue Discussions with a particular eligible Proposer;
- (ii) Terminate Discussions with a particular eligible Proposer and continue Discussions with other eligible Proposers; or
- (iii) Conclude Discussions with all remaining eligible Proposers.

(C) Upon conclusion of Discussions with the remaining eligible Proposers, CPCA shall provide notice pursuant to subsection (4) of this Rule to the eligible Proposers requesting best and final Offers.

(3) **Negotiations.**

- (a) **Initiating Negotiations.** The Department may commence serial Negotiations with the highest-ranked eligible Proposers or commence simultaneous Negotiations with all eligible Proposers as follows:

- (A) After initial determination of which Proposals are Responsive; or
- (B) After initial determination of the Competitive Range in accordance with subsection (1) of this Rule; or
- (C) After conclusion of Discussions with all eligible Proposers and evaluation of revised Proposals (See subsection (2) of this Rule).

(b) **Conducting Negotiations.**

(A) **Scope.** The Department may negotiate:

- (i) The statement of Work;
- (ii) The Contract Price as it is affected by negotiating the statement of Work; and
- (iii) Any other terms and conditions reasonably related to those expressly authorized for negotiation in the Request for Proposals or Addenda thereto. Accordingly, Proposers shall not submit, and the Department shall not accept, for negotiation any alternative terms and conditions that are not reasonably related to those

expressly authorized for negotiation in the Request for Proposals or Addenda thereto.

- (B) **Terminating Negotiations.** At any time during Discussions or Negotiations that the Department conducts in accordance with subsections (2) or (3) of this Rule, the Department may terminate Discussions or Negotiations with the highest-ranked Proposer, or the Proposer with whom it is currently discussing or negotiating, if the Department reasonably believes that:
  - (i) The Proposer is not discussing or negotiating in good faith; or
  - (ii) Further Discussions or Negotiations with the Proposer will not result in the parties agreeing to the terms and conditions of a final Contract in a timely manner.
- (c) **Continuing Serial Negotiations.** If the Department is conducting serial Negotiations and the Department terminates Negotiations with a Proposer in accordance with paragraph 3(b)(B) of this Rule, the Department may then commence Negotiations with the next highest scoring Proposer in the Competitive Range, and continue the process described in subsection (3) of this Rule until the Department has either:
  - (A) Determined to recommend Award of the Contract to the Proposer with whom it is currently discussing or negotiating; or
  - (B) Completed one round of Discussions or Negotiations with all Proposers in the Competitive Range, unless the Department provided for more than one round of Discussions or Negotiations in the Request for Proposals, in which case the Department has completed all rounds of Discussions or Negotiations.
- (d) **Competitive Simultaneous Negotiations.** If the Department chooses to conduct competitive Negotiations, the Department may negotiate simultaneously with competing Proposers. The Department:
  - (A) Shall treat all Proposers fairly and shall not favor any Proposer over another;
  - (B) May disclose other Proposer's Proposals or the substance of Negotiations with other Proposers only if the CPCA Manager notifies all of the Proposers with whom the Department will engage in Negotiations of the Department's intent to disclose before engaging in Negotiations with any Proposer.
- (e) Any oral modification of a Proposal resulting from Negotiations under this subsection (3) shall be reduced to Writing by the Proposer.
- (4) **Best and Final Offers.** If best and final Offers are required, CPCA shall establish a common date and time by which Proposers shall submit best and final Offers. Best and final Offers shall be submitted only once; provided, however, the Department may make a Written determination that it is in the Department's best interest to conduct additional Discussions, Negotiations or change the Department's requirements and require another submission of best and final Offers. Otherwise, no Discussion of or changes in the best and final Offers shall be allowed prior to Award. Proposers shall also be informed if they do not submit notice of withdrawal or another best and final Offer, their immediately previous Offer will be construed as their best and final Offer. The Department shall evaluate Offers as modified by the best and final Offer. The Department shall conduct evaluations conducted as described in Rule 47-0600. The Department shall not modify evaluation factors or their relative importance after the date and time that best and final Offers are due.

#### **47-0263 Multistep Sealed Proposals**

- (1) **Generally.** A Department may procure Goods or Services by using multistep competitive sealed Proposals pursuant to Rule 47-0260.
- (2) **Phased Process.** Multistep sealed Proposals is a phased Procurement process that seeks necessary information or un-priced technical Proposals in the initial phase and invites Proposers who submitted technically qualified Proposals in the initial phase to submit competitive sealed price Proposals in the final phase. The Contract shall be Awarded to the Responsible Proposer submitting the most Advantageous Proposal in accordance with the terms of the Solicitation Document applicable to the final phase. If time is a factor, the Solicitation Document may require Proposers to submit a separate sealed price Proposal during the initial phase to be opened after the technical evaluation.
- (3) **Public Notice.** Whenever multistep sealed Proposals are used, public notice for the first phase shall be given in accordance with Rule 47-0300. Public notice is not required for the subsequent phases. However, CPCA shall give notice of the subsequent phases to all Proposers and inform any Proposers excluded from the subsequent phases of the right, if any, to protest exclusion pursuant to Rule 47-0720.
- (4) **Procedure for Phase One of Multistep Sealed Proposals.**
  - (a) **Form.** Multistep sealed Proposals shall be initiated by the issuance of a Request for Proposal in the form and manner required for competitive sealed Proposals except as provided in this Rule. In addition to the requirements set forth in Rule 47-0260, the multistep Request for Proposal shall state:
    - (A) That un-priced technical Proposals are requested;
    - (B) Whether price Proposals are to be submitted at the same time as un-priced technical Proposals; that if they are, such price Proposals shall be submitted in a separate sealed envelope;
    - (C) That the Solicitation is a multistep sealed Proposal Procurement, and that priced Proposals will be considered only in the subsequent phases from those Proposers whose un-priced technical Proposals are found qualified in the first phase;
    - (D) The criteria to be used in the evaluation of un-priced technical Proposals;
    - (E) That the Department, to the extent that it finds necessary, may conduct oral or Written Discussions of the un-priced technical Proposals;
    - (F) That the Goods or Services being procured shall be furnished generally in accordance with the Proposer's technical Proposal as found to be finally qualified and shall meet the requirements of the Request for Proposal.
    - (G) Whether Proposers excluded from subsequent phases have a right to protest the exclusion. Such information can be given or changed through Addenda.
  - (b) **Addenda to the Request for Proposal.** After receipt of un-priced technical Proposals, Addenda to the Request for Proposal shall be distributed only to Proposers who submitted un-priced technical Proposals.
  - (c) **Receipt and Handling of Un-priced Technical Proposals.** Un-priced technical Proposals need not be opened publicly.

- (d) **Evaluation of Un-Priced Technical Proposals.** Un-priced technical Proposals shall be evaluated solely in accordance with the criteria set forth in the Request for Proposal. Un-priced technical Proposals shall be categorized as:
  - (A) Qualified;
  - (B) Potentially qualified; that is, reasonably susceptible of being made qualified; or
  - (C) Unqualified. CPCA shall record in Writing the basis for determining a Proposal unqualified and make it part of the Procurement File. The Department may initiate phase two of the procedure if, in the Department's opinion, there are sufficient qualified or potentially qualified un-priced technical Proposals to assure effective price competition in the second phase without technical Discussions. If the Department finds that such is not the case, CPCA shall issue an Addendum to the Request for Proposal or engage in technical Discussions as set forth in subsection 4(e).
- (e) **Discussion of Un-priced Technical Proposals.** The Department may seek clarification of a technical Proposal of any Proposer who submits a qualified, or potentially qualified technical Proposal. During the course of such Discussions, the Department shall not disclose any information derived from one un-priced technical Proposal to any other Proposer. Once Discussions are begun, any Proposer who has not been notified that its Proposal has been finally found unqualified may submit supplemental information amending its technical Proposal at any time until the Closing date established in Solicitation Document. Such submission may be made at the request of the Department or upon the Proposer's own initiative.
- (f) **Notice of Unqualified Un-priced Technical Proposal.** When the County determines a Proposer's un-priced technical Proposal to be unqualified, such Proposer shall not be afforded an additional opportunity to supplement its technical Proposals.
- (g) **Mistakes During Multistep Sealed Proposals.** Mistakes may be corrected or Proposals may be withdrawn during phase one:
  - (A) Before un-priced technical Proposals are considered;
  - (B) After any Discussions have commenced under subsection 4(e) of this Rule;
  - (C) When responding to any Addenda to the Request for Proposal; or
  - (D) In accordance with 47-0470.
- (5) **Procedure for Subsequent Phases.**
  - (a) **Initiation.** Upon the completion of phase one, CPCA shall either:
    - (A) Open price Proposals submitted in phase one (if price Proposals were required to be submitted) from Proposers whose un-priced technical Proposals were found to be qualified; or
    - (B) If price Proposals have not been submitted, technical Discussions have been held, or Addenda to the Request for Proposals have been issued, invite each qualified Proposer to submit price Proposals.
  - (b) **Conduct.** Phase two shall be conducted as any other competitive sealed Proposal Solicitation except:
    - (A) As specifically set forth in this Rule; and

- (B) No public notice need be given of the request to submit price Proposals because such notice was previously given.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.060

#### **47-0265 Small Procurements**

- (1) For Procurements of Goods or Services less than or equal to \$5,000 a Department may Award a Contract as a small Procurement in accordance with this Rule. A Procurement may not be artificially divided or fragmented so as to constitute a small Procurement under this section.
- (2) If the Goods or services are available from a QRF, they shall be purchased as provided in Division 55 of these Rules and not as provided in this Rule.
- (3) Small Procurements are exempt from Competitive Solicitation; however, Departments shall where practicable, obtain Quotes as provided in Rule 47-0270.
- (4) A Department may amend a Public Contract Awarded as a small Procurement in accordance 47-0800 (3), but the cumulative amendments shall not increase the total Contract Price to greater than \$6,000. Any amendment that causes a Small Procurement to exceed \$6,000 will be treated as an unauthorized purchase and shall be subject to the requirements of PCRB Rule 20-0030.

Stat. Auth.: ORS 279A.065 & ORS 279B.065

Stats. Implemented: ORS 279B.065

#### **47-0270 Intermediate Procurements**

- (1) **Generally.** For Procurements of Goods or Services greater than \$5000 and less than or equal to \$150,000, a Department may Award a Contract as an Intermediate Procurement.
- (2) **QRFs.** If the Goods or services are available from a QRF, they shall be purchased as provided in Division 55 of these Rules and not as provided in this Rule.
- (3) **Fragmentation.** A Procurement may not be artificially divided or fragmented so as to constitute an Intermediate Procurement under this section.
- (4) **Award.** If a Contract is awarded, the Department shall Award the Contract to the responsive, Responsible Offeror who provides the lowest Quote, or if criteria other than price are to be considered, whose Proposal is the highest scoring Proposal. If the Department intends to consider criteria other than price, the Solicitation shall state the criteria that will be considered in making the Award. Criteria may include experience, expertise, product functionality, suitability for a particular purpose and Contractor responsibility under ORS 279B.110.
- (5) **Amendments.** A Department may amend a Public Contract Awarded as an Intermediate Procurement in accordance with 47-0800(3), but the cumulative amendments shall not increase the total Contract Price to a sum that is greater than \$150,000. Increases in excess of this limit shall be approved by the Board prior to authorization for the additional Goods or services.
- (6) **Procedure for Solicitation of Intermediate Procurements.** For Procurements for Goods or services greater than \$5000 and less than or equal to \$150,000 Departments may seek informally solicited price Quotes or competitive proposal Quotes. Solicitations and Offers for Intermediate Procurements shall be in Writing and may be electronic, by Facsimile transmission or by mail, except that Solicitations and Offers for Goods or services may be oral



where the Contract Award is based solely on price and is equal to or less than \$75,000. The requirements for an Intermediate Procurement are as follows:

- (a) A minimum of three (3) Quotes shall be solicited from vendors who can reasonably be expected to provide the required Goods or services. One of every three (3) Quotes solicited shall be from an MBE, WBE or ESB Contractor, if available.
  - (b) The Department shall make a Written record of all vendors from whom Quotes were solicited and the amount of the Quotes received. If three (3) Quotes are not available, a lesser number will suffice provided a Written record is made of the effort to obtain three (3) Quotes.
- (7) **Price Agreements.** A Price Agreement solicited pursuant to subsection (6) may be used for Contracts up to five years duration and for a maximum total contract amount of \$150,000.
- (8) **Solicitations for Contracts for Minor Alteration, Ordinary Repair or Maintenance Necessary to Preserve a Public Improvement.**
- (a) **Solicitations for Contracts for minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement between \$5,000 and \$75,000.**  
Departments may Award Public Contracts between \$5,000 and \$75,000 for minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement as an Intermediate Procurement if the Contract is for a single project and is not a component of or related to any other project, and the requirements of this subsection are met. When the amount of the Contract is more than \$5,000 but equal to or less than \$75,000, Quotes shall be solicited in the following manner:
    - (A) A minimum of three (3) Quotes shall be solicited from vendors who can reasonably be expected to provide a Quote. If three (3) Quotes are not available, a lesser number will suffice provided a Written record is made of the effort to obtain the Quotes.
    - (B) Of the three (3) Quotes provided for in subsection (A) above, one shall be obtained from an MBE; one from a WBE, and one from an ESB. More than three (3) Quotes may be solicited providing that the additional Quotes are solicited from MBEs, WBEs and ESBs. Additional Quotes shall not be solicited except as provided in the following subsection.
    - (C) If a Quote is not available in a particular category from an MBE, WBE, or ESB Contractor certified by the State of Oregon for the type of Work required, an additional Quote shall be solicited from one of the other categories. If three (3) Quotes are not available from all of the categories combined, the remaining Quote(s) may be solicited from any other Contractor. A Quote shall be "not available" in a specific category (MBE, WBE, or ESB) if all contractors certified by the State in that category and located within 75 miles from the place where the Contract is to be performed, have been advised of the contracting opportunity, have been given a reasonable period of time under the circumstances to make a Quote, and have failed to provide a Quote within the time specified.
    - (D) If three (3) Quotes are not reasonably available from all sources, the Department shall make a Written record of the effort made to obtain those Quotes.
  - (b) **Solicitations for Contracts for minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement between \$75,000 and \$150,000.**  
Solicitations for Contracts for minor alteration, ordinary repair or maintenance necessary

to preserve a Public Improvement between \$75,000 and \$150,000 shall be done in accordance with subsections (1) to (6), (9) and (10) of this Rule.

- (9) **Written Record.** The Department shall make a Written record in the Procurement File of all vendors from whom Quotes were solicited and the amount of the Quotes received.
- (10) **Contract Requirements.** When the Contract is for a minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement, the Department shall comply with:
- (a) The prevailing wage provisions of ORS 279C.800 to 279C.870, when applicable;
    - i) If no federal funds are being used to fund the work, the wage rates established under ORS 279C.815(2)(a) shall be attached to the contract.
    - ii) If federal funds are being used to fund the work, the wage rates established under ORS 279C.815(2)(b) shall be attached to the contract.
  - (b) The performance bond, payment bond and BOLI Public Works bond requirements of ORS 279C.380 and 279C.830 (see Rules 49-0460 and 49-0815);
  - (c) The contractor registration requirements of ORS 701; and
  - (d) Any other law applicable to such a Contract.
- (11) **Annual Report.** The CPCA Manager shall prepare a report to the Board on an annual basis which provides an evaluation of the procedures for obtaining Quotes in subsection (8). The annual report shall include a recommendation whether the program should be continued. If the CPCA Manager recommends that the Program be continued, the recommendation shall include any proposed improvements to the Program.

Stat. Auth.: ORS 279A.065 & ORS 279B.070

Stats. Implemented: ORS 279B.070

#### **47-0275 Sole-Source Procurements**

- (1) The County may Award a Contract for Goods or services without competition when it is determined that the Goods or services, or class of Goods or services, are available from only one source. Such determination shall be made by the CPCA Manager for Procurements under \$150,000. For all other Procurements the determination shall be made by the Board. The determination shall be made based on Written findings that shall include, where applicable, findings:
- (a) That the efficient utilization of existing Goods requires the acquisition of compatible Goods or services;
  - (b) That the Goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
  - (c) That the Goods or services are for use in a pilot or an experimental project; or
  - (d) Other findings that support the conclusion that the Goods or services are available from only one source.
- (2) To the extent reasonably practical, the Department shall negotiate with the sole source to obtain Contract terms Advantageous to the County.
- (3) Except for Contracts specifically exempted by these Rules, a Department shall give public notice on all contracts in excess of \$75,000 of the County's determination that the Goods or Services or class of Goods or Services are available from only one source as set forth in Rule

47-0300(1). The public notice shall describe the Goods or Services to be acquired by a Sole-Source Procurement, identify the prospective Contractor and include the date, time and place that protests are due. The notice shall be given at least seven (7) Days before the Award of the Contract to allow for protests pursuant to Rule 47-0710, unless the CPCA Manager gives prior Written approval to reduce the number of Days based upon extraordinary circumstances that do not meet the criteria for an Emergency Procurement pursuant to Rule 47-0280.

- (4) An Affected Person may protest, in accordance with Rule 47-0710, the determination that the Goods or Services or class of Goods or Services are available from only one source.
- (5) Departments shall not select a Sole-Source Procurement to avoid a competitive Procurement.

Stat. Auth.: ORS 279A.065 & ORS 279B.075

Stats. Implemented: ORS 279B.075

#### **47-0280 Emergency Procurements**

- (1) Pursuant to the requirements of this Rule, the County, may enter into a Public Contract for any amount without competitive Solicitation if an Emergency exists. Emergency means circumstances that could not have been reasonably foreseen that create a substantial risk of loss, damage, interruption of services or threat to public health or safety that requires prompt execution of a Contract to remedy the condition.
- (2) A Department seeking authority to enter into an Emergency Contract shall:
  - (a) Make a Written declaration of Emergency in the Procurement File, signed by the Department Director, which includes findings describing the Emergency circumstances that require the prompt performance of the Contract, stating the anticipated harm from failure to establish the Contract on an expedited basis; and
  - (b) Seek competition to the extent practicable under the circumstances and document the method used for selection of the particular Contractor; and
  - (c) Record in the Procurement File the measures taken under subsection (2)(b) of this section to encourage competition, the amounts of the Bids, Quotes or Proposals obtained, and the reason for selecting the Contractor; and
  - (d) Submit the information and documents described in subsections (2)(a), (2)(b) and (2)(c) above to the Chair and obtain authorization from the Chair to enter into the Contract.
- (3) The Chair is authorized to declare the existence of an Emergency and to authorize execution of contracts in any amount required by Emergency circumstances.
- (4) Although no dollar limitation applies to Emergency Contracts, the scope of the Contract shall be limited to Work that is necessary and appropriate to remedy the conditions creating the Emergency as described in the declaration.
- (5) Any Contract awarded under this Rule shall be awarded within 60 Days following declaration of the Emergency unless an extension is granted by the Chair.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.080

#### **47-0285 Special Procurements**

- (1) As used in this Rule and Rules 47-0700 and 47-0730:

- (a) "Special Procurement" means, unless the context requires otherwise, a Class Special Procurement, a Contract-Specific Special Procurement or both. A Special Procurement allows the County to custom-design any contracting approach it determines will meet its procurement needs.
  - (b) "Class Special Procurement" means a contracting procedure that differs from the procedures described in these Rules and is for the purpose of entering into a series of contracts over time for the acquisition of a specified class of Goods or services.
  - (c) "Contract-Specific Special Procurement" means a contracting procedure that differs from the procedures described in these Rules and is for the purpose of entering into a single Contract or a number of related contracts for the acquisition of specified Goods or services on a one-time basis or for a single project.
- (2) To seek approval of a Special Procurement, a Department shall submit a Written request to the CPCA Manager, that describes the proposed contracting procedure, the Goods or services or the class of Goods or services to be acquired through the Special Procurement and the circumstances that justify the use of a Special Procurement under the standards set forth in subsection (3) of this Rule. The alternative process shall be clearly described and complete, and shall include a description of the Supplies and Services to be acquired, provisions for advertisement, a proposed Solicitation process, including the criteria for selection, and the proposed Contract document. The CPCA Manager has the authority to approve, deny or refer to the Board Special Procurement requests up to \$150,000. Special Procurement requests in excess of \$150,000 shall be approved by the Board. The CPCA Manager or the Board may require any additional information deemed necessary to evaluate the request for approval of the Special Procurement.
- (3) The CPCA Manager or the Board may approve a Special Procurement if the CPCA Manager or the Board finds that a Written request submitted under subsection (3) of this section demonstrates that the use of a Special Procurement as described in the request, or an alternative procedure prescribed by the CPCA Manager or the Board, will:
- (a) Be unlikely to encourage favoritism in the awarding of Public Contracts or to substantially diminish competition for Public Contracts; and
  - (b) Result in substantial cost savings to the County or to the public; or
  - (c) Otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements of these Rules.
- (4) The CPCA Manager shall give public notice of the approval of a Special Procurement at least seven (7) Days prior to Award of the Contract. Notice shall be given in a manner similar to public notice of competitive sealed Bids under Rule 47-0300. The public notice shall describe the Goods or Services or class of Goods or Services to be acquired through the Special Procurement.
- (5) If a Contract is awarded through a Special Procurement, the County shall Award the Contract to the Offeror whose Offer the County determines in Writing to be the most Advantageous to the County.
- (6) When the CPCA Manager or the Board approves a Class Special Procurement under this section, the County may Award contracts to acquire Goods or services within the class of Goods or services in accordance with the terms of the CPCA Manager's or the Board's approval without making a subsequent request for a Special Procurement.

- (7) **Protest.** An Affected Person may protest the approval of a Special Procurement in accordance with Rule 47-0700.
- (8) Purchases pursuant to the Class Special Procurements described in Rule 47-0288 are authorized. The procedures in this Rule shall not apply to the Class Special Procurements authorized in Rule 47-0288.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.085

#### **47-0288 Special Procurements Authorized by Rule**

##### **(1) Brand Names or Products, "or Equal," Single Seller and Sole Source.**

- (a) **Authorization.** Departments are authorized to procure products in accordance with the following procedure:
- (b) **Definitions.** "Procurement of Brand Name 'or Equal' Products" means the Procurement of a product after specifying the registered Brand name of the product or requiring the same Specifications of the Brand Name product.
- (c) **Requirements.**
  - (A) **Specifications.** Solicitation Specifications for Public Contracts shall not expressly or implicitly require any product of any particular manufacturer or seller except as expressly authorized in subsections (1)(c)(A)(i) and (ii) of this Rule.
    - (i) **"Or Equal" Specification.** A Department may specify a particular brand name, make or product suffixed by "or equal", "or approved equal", "or equivalent", "or approved equivalent", or similar language if there is no other practical method of Specification.
    - (ii) **Specifying a Particular Make or Product.** A Department may specify a brand name, make, or product without an "or equal" or equivalent suffix if there is no other practical method of Specification, after documenting the Procurement File, with the following:
      - (I) A brief description of the Solicitation(s) to be covered including volume of contemplated future purchases;
      - (II) The brand name, mark, or product to be specified; and
      - (III) The reasons the Department is seeking this Procurement method, which shall include at least one of the following findings in the Procurement File:
        - (aa) It is unlikely that Specification of the brand name, mark or product will encourage favoritism in the Award of the Public Contracts or substantially diminish competition; or
        - (bb) Specification of the brand name, mark or product would result in substantial cost savings to the Department; or
        - (cc) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.
  - (B) **Public Notice.** The County shall make a reasonable effort to notify all known suppliers of the specified product and invite such suppliers to submit competitive

bids or Proposals; or shall document the Procurement File with findings of current market research to support the determination that the product is available from only one seller. This requirement is satisfied by posting a notice on the CPCA Website for a reasonable time period.

- (C) **Purchasing From Sole Source, Single Seller.** A Department may purchase particular Goods or services available from only one source if the Department meets the requirements of Subsection (c) (A) and (B) of this Rule. The Department, prior to purchase, shall submit the Department's findings of current market research which supports the determination that the product or service is available from only one seller or source to the CPCA Manager. The CPCA Manager is authorized to approve the procurement if it does not exceed \$150,000. Procurements in excess of \$150,000 shall be approved by the Board. The Department's findings shall include:
- (i) A brief description of the Contract or Contracts to be covered including volume of contemplated future purchases;
  - (ii) Description of the product or service to be purchased; and
  - (iii) The reasons the Department is seeking this Procurement method, which shall include at least one (1) of the following:
    - (I) Efficient utilization of existing Supplies and Services requires the acquisition of compatible Supplies and Services; or
    - (II) The required product is data processing equipment which will be used for research where there are requirements for exchange of software and data with other research establishments; or
    - (III) The particular product is for use in a pilot or an experimental project.
- (D) **Single Manufacturer, Multiple Sellers.** The Department may specify a product or service available from only one (1) manufacturer, but available through multiple sellers; if the Department meets the Requirements of Subsection (c)(A) and (B) and the following:
- (i) If the total purchase is \$5,000 or more but does not exceed \$150,000, competitive Quotes shall be obtained and retained in the Procurement File pursuant to the requirements for Intermediate Procurements in Rule 47-0270;
  - (ii) If the purchase exceeds \$150,000, competitive Bids or Proposals shall be solicited in accordance with Rules 47-0255 to 47-0263.
- (E) **Single Manufacturer, Multiple Purchases.** If a Department intends to make several purchases of the product of a particular manufacturer or seller for a period not to exceed five (5) years, the Department shall so state in the Procurement File, the Solicitation Document, and the public notice described in Subsection (c)(B) of this Rule. Such documentation and public notice constitute sufficient notice as to subsequent purchases. If the total purchase amount is estimated to exceed \$150,000, this shall be stated in the advertisement for Bids or Proposals.
- (F) **Competitive Solicitation.** If a Department competitively solicits, it shall comply with the Rules for that method of Solicitation pursuant to Rules 47-0255 to 47-0263, 47-0270 and 47-0285.

(2) **Advertising Contracts.**

- (a) **Authorization.** Departments are authorized to procure advertising from newspapers, magazines and other related print media and from radio and television stations and related media without competitive Solicitation.
  - (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall state in the Procurement File the reasons why a competitive process was deemed to be impractical.
- (3) **Equipment Maintenance, Repair and Overhaul.**
  - (a) **Authorization.** A Department, may enter into a Contract for equipment maintenance, repair or overhaul without competitive Solicitation, subject to the following conditions:
    - (A) Service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
    - (B) Service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one (1) source; and
    - (C) Written documentation supporting the findings determination in subsections 3(a)(A) or (3)(a)(B) above is obtained and prepared and placed in the Procurement File.
  - (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall state in the Procurement File the reasons why a competitive process was deemed to be impractical.
- (4) **Contracts for Price Regulated Items.**
  - (a) **Authorization.** A Department may contract for the direct purchase of Goods or services where the rate or price for the Goods or services being purchased is established by federal, state, or local regulatory authority without competitive Solicitation.
  - (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall state in the Procurement File the reasons why a competitive process was deemed to be impractical.
- (5) **Investment Contracts.**
  - (a) **Authorization.** A Department may contract for the investment of public funds or the borrowing of funds by the County when such investment or borrowing is contracted pursuant to statute, ordinance, charter, or constitution without competitive Solicitation.
  - (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall state in the Procurement File the reasons why a competitive process was deemed to be impractical.
- (6) **Purchase of Used Personal Property.**
  - (a) **Authorization.** A Department may purchase used personal property or equipment without Competitive Solicitation if it has determined and documented in the Procurement File that the purchase will (i) be unlikely to encourage favoritism or diminish competition; and (ii) result in substantial cost savings or promote the public

interest. "Used personal property or equipment" is property or equipment which has been placed in its intended use by a previous owner or user for a period of time recognized in the relevant trade or industry as qualifying the personal property or equipment as "used," at the time of the Department purchase. "Used personal property or equipment" generally does not include property or equipment if the Department was the previous user, whether under a lease, as part of a demonstration, trial or pilot project, or similar arrangement.

**(b) Process and Criteria.**

- (A) For purchases of used personal property or equipment not exceeding \$150,000, Departments shall, where feasible, obtain three (3) competitive Quotes, unless the Department has determined and documented that a purchase without obtaining competitive Quotes will result in cost savings to the Department and will not diminish competition or encourage favoritism.
- (B) If the total purchase is estimated to exceed \$150,000, the Department shall submit a Written request to the CPCA Manager for CPCA to solicit quotes and post on the CPCA website prior to making the purchase.
- (C) CPCA shall keep a Written record of the Quotes received by CPCA. If three (3) Quotes are not available, a Written record shall be made of the attempt to obtain Quotes.
- (D) Departments or CPCA shall cite in the Procurement File the subsection of this Rule which authorizes the Procurement.

**(7) Reverse Auctions.**

- (a) **Process.** A Reverse Auction means a process for the purchase of Supplies and Services by a buyer from the lowest Bidder. The Department as the buyer shall conduct Reverse Auctions by first publishing a Solicitation that describes its requirements, Contract terms and conditions. Then, the Department shall solicit online Bids from all interested Bidders through an Internet-based program. The Solicitation shall set forth a start and end time for Bids and specify the following type of information to be disclosed to Bidders during the Reverse Auction:
  - (A) The prices of the other Bidders or the price of the most competitive Bidder;
  - (B) The rank of each Bidder (e.g., (i) "winning" or "not winning" or (ii) "1st, 2nd, or higher");
  - (C) The scores of the Bidders if the Department chooses to use a scoring model that weighs non-price factors in addition to price; or
  - (D) Any combination of (A), (B) and (C) above.
- (b) Before the Reverse Auction commences, Bidders shall be required by the Department to consent to the Contract terms and conditions, either in Writing or by an Internet "click" agreement. The Bidders then compete for the Award of a Contract by offering successively lower prices, informed by the price(s), ranks, and scores, separately or in any combination thereof, disclosed by the Department. The identity of the Bidders shall not be revealed during this process. Only the successively lower price(s), ranks, scores and related details, separately or in any combination thereof, will be revealed to the participants. The Department may cancel this Solicitation if it is in the County's best interest. At the end of this Bidding process, the Contract shall be awarded to the lowest Responsible Bidder or in the case of multiple awards, lowest Responsible Bidders. This process allows the Department to test and determine the suitability of the Goods and



services before making the Award. The Department shall comply with the following procedures for this type of Solicitation:

- (A) **Public Notice.** The Department shall disclose the Reverse Auction process in the Solicitation Documents. The Department shall give notices of the price(s) offered, rank(s), score(s) and related details to the initial Bidders as described in the Solicitation Document. If the purchase exceeds \$150,000 the CPCA Manager shall issue a Notice of Intent to Award. The notice shall be issued at least seven (7) Days prior to making the Award.
- (B) **Prequalification.** For each Solicitation, on a case-by-case basis, the Department may determine whether prequalification of suppliers is needed. If prequalification is used, the Department shall prequalify suppliers and provide an appeal process in accordance with these Rules.
- (C) **Authorization.** The Department shall cite in the procurement file the subsection of this rule which authorizes the Procurement.

**(8) Hazardous Material Removal; Oil Cleanup**

- (a) **Authorization.** A Department may enter into Public Contracts without competitive Solicitation when ordered to clean up oil or hazardous waste pursuant to the authority granted the Department of Environmental Quality (DEQ) under ORS Chapter 466, and such DEQ order necessitates the prompt establishment and performance of the Contract in order to comply with the statutes regarding spill or release of oil or hazardous material that have created an Emergency condition.
- (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall state in the Procurement File the reasons why a competitive process was deemed to be impractical. Departments shall document in the Procurement File the circumstances requiring cleanup or a copy of the DEQ order ordering such cleanup. Departments shall not contract for such services pursuant to this Rule in the absence of an order from the Department of Environmental Quality to clean up a site with a time limitation that would not permit hiring a Contractor as otherwise required by these Rules.

**(9) Rating Agency Contracts.**

- (a) **Authorization.** The County may purchase the services of Moody's Investors Service, Standard and Poors or similar rating agencies without competitive solicitation.
- (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement.

**(10) Library Databases, Interactive Computer Services and Circulation Materials**

- (a) **Authorization.** Departments may purchase databases, interactive computer services and circulation materials such as books, videos, DVDs, tapes and CDs for Multnomah County Libraries without competitive solicitation.
- (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall state in the Procurement File the reasons why a competitive process was deemed to be impractical.

**(11) Periodicals.**

- (a) **Authorization.** Departments may purchase subscriptions for periodicals, including journals, magazines and similar publications without competitive Solicitation.
- (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall use competitive methods wherever possible to achieve best value and shall state in the Procurement File the reasons why a competitive process was deemed to be impractical.

**(12) Institutional Commissaries and Sheriff's Inmate and Juvenile Detainee Welfare Funds**

- (a) **Authorization.** Institutional and residential commissaries and Sheriff's Inmate and Juvenile Detainee Welfare Funds may make purchases using these funds.
- (b) **Process and Criteria.** Purchases using these funds shall be made based upon Written policies and procedures approved by the CPCA Manager.

**(13) Gasoline, Diesel Fuel, Heating Oil, Lubricants and Asphalt**

- (a) **Authorization.** Departments may purchase gasoline, diesel fuel, heating oil, lubricants and asphalt using the Intermediate Procurement process regardless of the dollar amount of the purchase.
- (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement. Purchases shall be made subject to the following conditions:
  - (A) The Department follows the Intermediate Procurement process in accordance with Rule 47-0270;
  - (B) The Department makes its purchases from the least expensive source.

**(14) Ballots, Ballot Pages and Ballot Cards.**

- (a) **Authorization.** The County may contract for the printing of ballots without competitive Solicitation.
- (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement.

**(15) Undercover Vehicles**

- (a) **Authorization.** The Sheriff's Office may purchase vehicles for use for undercover operations without competitive Solicitation.
- (b) **Process and Criteria.** The Sheriff's Office shall state in the Procurement File the subsection of this Rule which authorizes the Procurement. The Sheriff's Office shall use competitive methods wherever possible to achieve best value and shall state in the Procurement File the reasons why a competitive process was deemed to be impractical.

**(16) Copyrighted Materials**

- (a) **Authorization.** A Department may purchase copyrighted materials without competitive Solicitation if there is only one (1) supplier available for such Goods. Examples of copyrighted materials that may be subject to this subsection are textbooks, workbooks, curriculum kits, reference materials, audio and visual media, and software which is available only from the manufacturer or developer.
- (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement.

**(17) Software and Hardware Maintenance and Upgrades.**

- (a) **Authorization.** A Department may enter into a Contract and may renew existing Contracts for proprietary information technology and telecommunications hardware or software maintenance and upgrades without Competitive Solicitation where these services are available from only one source.
- (b) **Process and Criteria.** Departments shall state in the Procurement File the subsection of this Rule which authorizes the Procurement. Departments shall state in the Procurement File the facts upon which the Department determined that maintenance and upgrades were available from only one source.

**(18) Direct Purchase from Manufacturer.**

- (a) **Authorization.** A Department may purchase Goods directly from the manufacturer without competitive solicitation if the price from the manufacturer is less than that offered by distributors.
- (b) **Process and Criteria.** The Department shall set forth in Writing the findings supporting the determination of lowest cost and cite the subsection of this rule which authorizes this procurement in the Procurement File.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279B.085

## **PROCUREMENT PROCESS**

### **47-0300 Public Notice of Solicitation Documents**

- (1) **Notice of Solicitation Documents.** Public notice of Solicitations by electronic means is likely to be cost-effective. Therefore, public notice of every Solicitation Document shall be given in accordance with subsection (2) of this Rule. The CPCA Manager may give additional notice may be given using any method appropriate to foster and promote competition, including:
  - (a) Mailing notice of the availability of the Solicitation Document to Persons that have expressed an interest in County Procurements;
  - (b) Placing notice on the State of Oregon Electronic Procurement System (ORPIN); or
  - (c) Publication in a newspaper of general circulation in the County and in as many other publications as may be appropriate.
- (2) **Notice and Advertising.** Every notice and advertisement of a Solicitation Document shall be published on the CPCA Website.
- (3) **Content of Advertisement.** All notices and advertisements for Offers shall set forth:
  - (a) Where, when, how, and for how long the Solicitation Document may be obtained;
  - (b) A general description of the Goods or Services to be acquired;
  - (c) The interval between the first date of notice or advertisement of the Solicitation Document given in accordance with subsection 2 above and Closing, which shall not be less than fourteen (14) Days for an Invitation to Bid and thirty (30) Days for a Request for Proposals, unless the CPCA Manager determines that a shorter interval is in the public's interest, and that a shorter interval will not substantially affect competition. However, in no event shall the interval between the first date of notice or advertisement of the Solicitation Document given in accordance with subsection 2 above and Closing be

less than seven (7) Days. The CPCA Manager shall document the specific reasons for the shorter interval in the Procurement File;

- (d) The date that Persons shall file applications for prequalification if prequalification is a requirement and the class of Goods or Services is one for which Persons shall be prequalified;
  - (e) The office where Contract terms, conditions and Specifications may be reviewed;
  - (f) The name, title and address of the individual authorized by the County to receive Offers;
  - (g) The scheduled Closing; and
  - (h) Any other appropriate information.
- (4) **Posting Advertisement for Offers.** The CPCA Manager shall post notice of every Solicitation Document at the CPCA office and shall provide a copy of the Solicitation Document upon request.
- (5) **Fees.** The County may charge a fee or require a deposit for the Solicitation Document.
- (6) **Notice of Addenda.** Potential Offerors shall be provided notice of any Addenda to a Solicitation Document in accordance with Rule 47-0430.

Stat. Auth.: ORS 279A.065, ORS 279B.055 & ORS 279B.060

Stats. Implemented: ORS 279B.055 & ORS 279B.060

#### **47-0310 Bids or Proposals are Offers**

- (1) **Offer and Acceptance.** The Bid or Proposal is the Bidder's or Proposer's Offer to enter into a Contract. The Offer is a "Firm Offer," i.e., the Offer shall be held open by the Offeror for acceptance for not less than 30 Days following Closing unless otherwise specified in the Solicitation Document. The Award of the Contract constitutes acceptance of the Offer and binds the Offeror to the Contract.
- (2) **Contingent Offers.** Except to the extent the Proposer is authorized to propose certain terms and conditions pursuant to Rule 47-0262, a Proposer shall not make its Offer contingent upon acceptance of any terms or conditions (including Specifications) other than those contained in the Solicitation Document.
- (3) **Offeror's Acknowledgment.** By Signing and returning the Offer, the Offeror acknowledges it has read and understands the terms and conditions contained in the Solicitation Document and that it accepts and agrees to be bound by the terms and conditions of the Solicitation Document. If the Request for Proposals permits Proposal of alternative terms under Rule 47-0262, the Offeror's Offer includes the nonnegotiable terms and conditions and any proposed terms and conditions offered for negotiation upon and to the extent accepted by the County in Writing.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065, ORS 279B.055 & ORS 279B.60

#### **47-0320 Facsimile Bids and Proposals**

- (1) **Department Authorization.** The CPCA Manager may authorize Offerors to submit Facsimile Offers. If Bid or Proposal security is or will be required, Facsimile Offers shall not be authorized unless a method has been established for receipt of such security. Prior to authorizing the submission of Facsimile Offers, the CPCA Manager shall determine that equipment and personnel are available which are capable of receiving the size and volume of

anticipated Offers within a short period of time. In addition, the CPCA Manager shall establish administrative procedures and controls:

- (a) To receive, identify, record and safeguard Facsimile Offers;
- (b) To ensure timely delivery of Offers to the location of Opening; and
- (c) To preserve the Offers as sealed.

**(2) Provisions To Be Included in Solicitation Document.** In addition to all other requirements, if Facsimile Offers for Bids or Proposals are authorized, the following provisions shall be included in the Solicitation Document (other than in a request for Small or Intermediate Procurements):

- (a) A provision substantially in the form of the following: "A 'Facsimile Offer', as used in this Solicitation Document, means an Offer, modification of an Offer, or withdrawal of an Offer that is transmitted to and received by the County via a facsimile machine.";
- (b) A provision substantially in the form of the following: "Offerors may submit Facsimile Offers in response to this Solicitation Document. The entire response shall arrive at the place and by the time specified in this Solicitation Document.";
- (c) A provision that requires Offerors to Sign their Facsimile Offers;
- (d) A provision substantially in the form of the following: "The County reserves the right to Award the Contract solely on the basis of the Facsimile Offer. However, upon the County's request the apparent successful Offeror shall promptly submit its complete original Signed Offer.";
- (e) The data and compatibility characteristics of the County's receiving facsimile machine as follows:
  - (A) Telephone number; and
  - (B) Compatibility characteristics, e.g., make and model number, receiving speed, communications protocol; and
- (f) A provision that the County is not responsible for any failure attributable to the transmission or receipt of the Facsimile Offer including, but not limited to the following:
  - (A) Receipt of garbled or incomplete documents;
  - (B) Availability or condition of the receiving facsimile machine;
  - (C) Incompatibility between the sending and receiving facsimile machine;
  - (D) Delay in transmission or receipt of documents;
  - (E) Failure of the Offeror to properly identify the Offer documents;
  - (F) Illegibility of Offer documents; and
  - (G) Security and confidentiality of data.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365

## BID AND PROPOSAL PREPARATION

### 47-0400 Offer Preparation

- (1) **Instructions.** An Offeror shall submit and Sign its Offer in accordance with the instructions set forth in the Solicitation Document. An Offeror shall initial and submit any correction or erasure to its Offer prior to Closing in accordance with the requirements for submitting an Offer set forth in the Solicitation Document.
- (2) **Forms.** An Offeror shall submit its Offer on the form(s) provided in the Solicitation Document, unless an Offeror is otherwise instructed in the Solicitation Document.
- (3) **Documents.** An Offeror shall provide the County with all documents and Descriptive Literature required by the Solicitation Document.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

### 47-0410 Offer Submission

- (1) **Product Samples and Descriptive Literature.** The County may require Product Samples or Descriptive Literature if the County determines either is necessary or desirable to evaluate the quality, features or characteristics of an Offer. The County will dispose of Product Samples, or make them available for the Offeror to retrieve in accordance with the Solicitation Document.
- (2) **Identification of Offers.**
  - (a) To ensure proper identification and handling, Offers shall be submitted in a sealed envelope appropriately marked or in the envelope provided by CPCA, whichever is applicable.
  - (b) The County is not responsible for Offers submitted in any manner, format or to any delivery point other than as required in the Solicitation Document.
- (3) **Receipt of Offers.** The Offeror is responsible for ensuring CPCA receives its Offer at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Offer.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

### 47-0420 Pre-Offer Conferences

- (1) **Purpose.** Pre-Offer conferences may be held with prospective Offerors prior to Closing, to explain the Procurement requirements, obtain information, or to conduct site inspections.
- (2) **Required Attendance.** The County may require attendance at the pre-Offer conference as a condition for making an Offer.
- (3) **Scheduled Time.** If pre-Offer conference is held, it shall be held within a reasonable time after the Solicitation Document has been issued, but sufficiently before the Closing to allow Offerors to consider information provided at that conference.
- (4) **Statements Not Binding.** Statements made by a County representative at the pre-Offer conference do not change the Solicitation Document unless such statements are confirmed in a Written Addendum to the Solicitation Document.

- (5) **Announcement.** Notice of any pre-Offer conference shall be given in the Solicitation Document and advertisement if applicable.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

#### **47-0430 Addenda to Solicitation Document**

- (1) **Issuance; Receipt.** A Solicitation Document may only be changed by Written Addenda. If required by the Solicitation Document or an Addendum the Offeror shall provide Written acknowledgment of receipt of all issued Addenda with its Offer.
- (2) **Notice and Distribution.** The CPCA Manager shall notify prospective Offerors of Addenda in a manner intended to foster competition and to make prospective Offerors aware of the Addenda. The Solicitation Document shall specify how the County will provide notice of Addenda and how the County will make the Addenda available before Closing, and at each subsequent step or tier of evaluation if the County will engage in a multi-step competitive sealed Bid process in accordance with Rule 47-0257, or a multi-tiered or multi-step competitive sealed Proposal process in accordance with Rule 47-0261 to 47-0263. The following is an example of how Solicitation Document may specify notice of Addenda will be given: "The County will not mail notice of Addenda, but will publish notice of any Addenda on the CPCA Website. Addenda may be downloaded off the site. Offerors should frequently check the CPCA Website until Closing, including at least once weekly until the week of Closing and at least once daily the week of the Closing."
- (3) **Timelines; Extensions.**
- (a) The CPCA Manager shall issue Addenda within a reasonable time to allow prospective Offerors to consider the Addenda in preparing their Offers. The CPCA Manager may extend the Closing if the CPCA Manager determines prospective Offerors need additional time to review and respond to Addenda. Except to the extent required by a countervailing public interest, the CPCA Manager shall not issue Addenda less than five (5) Days before the Closing unless the Addendum also extends the Closing.
- (b) Notwithstanding subsection 3(a) of this Rule, an Addendum that modifies the evaluation criteria, selection process or procedure for any tier of competition under a multistep sealed Bid or a multi-tiered or multistep sealed Proposal shall be issued no fewer than five (5) Days before the beginning of that tier or step of competition, unless the CPCA Manager determines that a shorter period is sufficient to allow Offerors to prepare for that tier or step of competition. The CPCA Manager shall document the factors considered in making that determination, which may include, without limitation, the scope of the changes to the Solicitation Document, the location of the remaining eligible Proposers, and whether shortening the period between issuing an Addendum and the beginning of the next tier or step of competition favors or disfavors any particular Proposer or Proposers.
- (4) **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, an Offeror may submit a Written request for change or protest to the Addendum, as provided in Rule 47-0730, by the close of the next Business Day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under Rule 47-0730, whichever date is later. If the date established in the previous sentence falls after the deadline for receiving protests to the Solicitation Document in accordance with Rule 47-0730, then the CPCA Manager may consider an Offeror's request for change or protest to the Addendum only, and the CPCA Manager shall not consider a request for change or protest to matters not added

or modified by the Addendum. Notwithstanding any provision of this subsection (4) of this Rule, a Department is not required to provide a protest period for Addenda issued after initial Closing during a multi-tier or multistep Procurement process.

Stat. Auth.: ORS 279A.065 & ORS 279B.060

Stats. Implemented: ORS 279B.060

#### **47-0440 Pre-Closing Modification or Withdrawal of Offers**

- (1) **Modifications.** An Offeror may modify its Offer in Writing prior to the Closing. An Offeror shall prepare and submit any modification to its Offer to the County in accordance with Rule 47-0400 and Rule 47-0410, unless otherwise specified in the Solicitation Document. Any modification shall include the Offeror's statement that the modification amends and supersedes the prior Offer. The Offeror shall mark the submitted modification as follows:
  - (a) Bid (or Proposal) Modification; and
  - (b) Solicitation Document Number (or other identification as specified in the Solicitation Document).
- (2) **Withdrawals.**
  - (a) An Offeror may withdraw its Offer by Written notice submitted on the Offeror's letterhead, Signed by an authorized representative of the Offeror, delivered to the individual and location specified in the Solicitation Document (or the place of Closing if no location is specified), and received by the CPCA Manager prior to the Closing. The Offeror or authorized representative of the Offeror may also withdraw its Offer in person prior to the Closing, upon presentation of appropriate identification and evidence of authority satisfactory to the CPCA Manager
  - (b) The CPCA Manager may release an unopened Offer withdrawn under subsection 2(a) of this Rule to the Offeror or its authorized representative, after voiding any date and time stamp mark.
  - (c) The Offeror shall mark the Written request to withdraw an Offer as follows:
    - (A) Bid (or Proposal) Withdrawal; and
    - (B) Solicitation Document Number (or Other Identification as specified in the Solicitation Document).
- (3) **Documentation.** The CPCA Manager shall include all documents relating to the modification or withdrawal of Offers in the appropriate Procurement File.

Stat. Auth.: ORS 279A.065 & ORS 279B.055

Stats. Implemented: ORS 279B.055

#### **47-0450 Receipt, Opening, and Recording of Offers; Confidentiality of Offers.**

- (1) **Receipt.** The CPCA Manager shall electronically or mechanically time-stamp or hand-mark each Offer and any modification upon receipt. The CPCA Manager shall not open the Offer or modification upon receipt, but shall maintain it as confidential and secure until Opening. If the CPCA Manager for any reason opens an Offer or a modification prior to the Opening, the CPCA Manager shall return the Offer or modification to its secure and confidential state until Opening. The CPCA Manager shall document the resealing for the Procurement File (e.g. "County opened the Offer due to improper identification of the Offer.").



- (2) **Opening and Recording.** The CPCA Manager shall publicly open Offers including any modifications made to the Offer pursuant to 47-0440(1). In the case of Invitations to Bid, to the extent practicable, the CPCA Manager shall read aloud the name of each Bidder, and such other information as the CPCA Manager considers appropriate. However, the CPCA Manager may withhold from disclosure information in accordance with Rule 47-0255(4)(b) and Rule 47-0260(6). In the case of Requests for Proposals or voluminous Bids, if the Solicitation Document so provides, the CPCA Manager will not read Offers aloud.

Stat. Auth.: ORS 279A.065 & ORS 279B.055

Stats. Implemented: ORS 279B.055

#### **47-0460 Late Offers, Late Withdrawals and Late Modifications**

Any Offer received after Closing is late. An Offeror's request for withdrawal or modification of an Offer received after Closing is late. The CPCA Manager shall not consider late Offers, withdrawals or modifications.

Stat. Auth.: ORS 279A.065 & ORS 279B.055

Stats. Implemented: ORS 279B.055

#### **47-0470 Mistakes**

- (1) Generally. To protect the integrity of the competitive Procurement process and to assure fair treatment of Offerors, the CPCA Manager shall carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes.
- (2) Treatment of Mistakes. The CPCA Manager shall not allow an Offeror to correct or withdraw an Offer for an error in judgment. If the CPCA Manager discovers certain mistakes in an Offer after Opening, but before Award of the Contract, the CPCA Manager may take the following action:
  - (a) The CPCA Manager may waive, or permit an Offeror to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Offerors. Examples of minor informalities include an Offeror's failure to:
    - (A) Return the correct number of Signed Offers or the correct number of other documents required by the Solicitation Document;
    - (B) Sign the Offer in the designated block, provided a Signature appears elsewhere in the Offer, evidencing an intent to be bound; and
    - (C) Acknowledge receipt of an Addendum to the Solicitation Document, provided that it is clear on the face of the Offer that the Offeror received the Addendum and intended to be bound by its terms; or the Addendum involved did not affect price, quality or delivery.
  - (b) The CPCA Manager may correct a clerical error if the error is evident on the face of the Offer or other documents submitted with the Offer, and the Offeror confirms the CPCA Manager's correction in Writing. A clerical error is an Offeror's error in transcribing its Offer. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying

the unit price by the quantity when those figures are available in the Offer). In the event of a discrepancy, unit prices shall prevail over extended prices.

- (c) Changes in bids prejudicial to the interests of the public or fair competition are not permitted.
- (d) The CPCA Manager may permit an Offeror to withdraw an Offer based on one or more clerical errors in the Offer only if the Offeror shows with objective proof and by clear and convincing evidence:
  - (A) The nature of the error;
  - (B) That the error is not a minor informality under this subsection or an error in judgment;
  - (C) That the error cannot be corrected or waived under subsection (b) of this section;
  - (D) That the Offeror acted in good faith in submitting an Offer that contained the claimed error and in claiming that the alleged error in the Offer exists;
  - (E) That the Offeror acted without gross negligence in submitting an Offer that contained a claimed error;
  - (F) That the Offeror will suffer substantial detriment if the CPCA Manager does not grant the Offeror permission to withdraw the Offer;
  - (G) That the CPCA Manager's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the County or the public it represents; and
  - (H) That the Offeror promptly gave notice of the claimed error to the CPCA Manager.
- (e) The criteria in subsection (2)(d) of this Rule shall determine whether the CPCA Manager will permit an Offeror to withdraw its Offer after Closing. These criteria also shall apply to the question of whether the CPCA Manager will permit an Offeror to withdraw its Offer without forfeiture of its Bid bond (or other Bid or Proposal security), or without liability to the County based on the difference between the amount of the Offeror's Offer and the amount of the Contract actually awarded, whether by Award to the next lowest Responsive and Responsible Bidder or the most Advantageous Responsive and Responsible Proposer, or by resort to a new solicitation.
- (3) **Rejection for Mistakes.** The CPCA Manager shall reject any Offer in which a mistake is evident on the face of the Offer and the intended correct Offer is not evident or cannot be substantiated from documents submitted with the Offer.
- (4) **Identification of Mistakes after Award.** The procedures and criteria set forth above are Offeror's only opportunity to correct mistakes or withdraw Offers because of a mistake. Following Award, an Offeror is bound by its Offer, and may withdraw its Offer or rescind a Contract entered into pursuant to this division 47 only to the extent permitted by applicable law.
- (5) **Written Determination.** All decisions to permit the correction or withdrawal of bids, or to cancel an Award or a Contract based on bid mistakes, shall be supported by a Written determination by the CPCA Manager that states the reasons for the action taken.

Stat. Auth.: ORS 279A.065 & ORS 279B.055

Stats. Implemented: ORS 279B.055

#### **47-0480 Time for Acceptance**

An Offeror's Offer is a Firm Offer, irrevocable, valid and binding on the Offeror for not less than thirty (30) Days following Closing unless otherwise specified in the Solicitation Document.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

#### **47-0490 Extension of Time for Acceptance of Offer**

The CPCA Manager may request, orally or in Writing, that Offerors extend, in Writing, the time during which the County may consider their Offer(s). If an Offeror agrees to such extension, the Offer shall continue as a Firm Offer, irrevocable, valid and binding on the Offeror for the agreed-upon extension period.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

### **QUALIFICATIONS AND DUTIES**

#### **47-0500 Responsibility of Bidders and Proposers**

Before Awarding a Contract the CPCA Manager shall determine that the Bidder submitting the lowest Bid or Proposer submitting the most Advantageous Proposal is Responsible. The CPCA Manager shall use the standards set forth in Rule 47-0640(1)(c)(F) to determine if a Bidder or Proposer is Responsible. In the event the CPCA Manager determines a Bidder or Proposer is not Responsible, the CPCA Manager shall prepare a Written determination of non-Responsibility and shall reject the Offer.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.110

#### **47-0525 Qualified Products Lists**

- (1) **General.** A Department may develop and maintain a qualified products list in instances in which the testing or examination of Goods before initiating a Procurement is necessary or desirable in order to best satisfy the requirements of the County. For purposes of this section, "Goods" includes products that have associated or incidental service components, such as supplier warranty obligations or maintenance service programs.
- (2) **List Development.** In the initial development of any qualified products list, a Department shall give public notice, in accordance with Rule 47-0255, of the opportunity for potential contractors, sellers or suppliers to submit Goods for testing and examination to determine their acceptability for inclusion on the list and may solicit in Writing representative groups of potential contractors, sellers or suppliers to submit Goods for the testing and examination. Any potential contractor, seller or supplier, even though not solicited, may offer its Goods for consideration.
- (3) **Tests or Examinations.** A Department's inclusion of Goods on a qualified products list shall be based on the results of tests or examinations. Notwithstanding any provision of ORS 192.410 to 192.505, a Department may make the test or examination results public in a manner that protects the identity of the potential contractor, seller or supplier that offered the Goods for testing or examination, including by using only numerical designations. Notwithstanding any provision of ORS 192.410 to 192.505, a Department may keep confidential trade secrets, test

data and similar information provided by a potential contractor, seller or supplier if so requested in Writing by the potential contractor, seller or supplier.

- (4) **Inclusion on List is not Prequalification.** The inclusion of Goods on a qualified products list does not constitute and may not be construed as a prequalification under Rule 47-0550 of any prospective contractor, seller or supplier of Goods on the qualified products list.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.115

#### **47-0550 Prequalification of Prospective Offerors**

- (1) **General.** The County may prequalify prospective Bidders or Proposers to submit bids or Proposals for Public Contracts to provide particular types of Goods or services.
- (2) **Prequalification Application.** When a Department permits or requires prequalification of Bidders or Proposers, the Department shall prepare a prequalification application setting forth the criteria and qualifications for prequalification. Upon receipt of a prequalification application, the Department shall investigate the prospective Bidder or Proposer as necessary to determine whether the prospective Bidder or Proposer is qualified. The determination shall be made in less than thirty (30) Days, if practicable, if the prospective Bidder or Proposer requests an early decision to allow the prospective Bidder or Proposer as much time as possible to prepare a bid or Proposal for a Contract that has been advertised. In making its determination, the Department shall consider only the applicable standards of responsibility listed in Rule 47-0640(1)(c)(F). The CPCA Manager shall promptly notify the prospective Bidder or Proposer whether the prospective Bidder or Proposer is qualified.
- (3) **Notice.** If the Department finds that a prospective Bidder or Proposer is qualified, the notice shall state the type, nature and dollar limit of contracts that the prospective Bidder or Proposer is qualified to compete for and the period of time for which the prequalification is valid. If the Department finds that the prospective Bidder or Proposer is not qualified as to any contracts the notice shall specify the reasons given for not prequalifying the prospective Bidder or Proposer and shall specify which of the standards of responsibility listed in Rule 47-0640(1)(c)(F) the prospective Bidder or Proposer failed to meet. Unless the reasons are specified, the prospective Bidder or Proposer shall be deemed to have been prequalified in accordance with the application. The notice shall inform the prospective Bidder or Proposer of the right to a hearing under Rule 47-0760 and the time within which an appeal shall be filed.
- (4) **Revocation or Revision for Substantial Change.** If a Department has reasonable cause to believe that there has been a substantial change in the conditions of a prequalified prospective Bidder or Proposer and that the prospective Bidder or Proposer is no longer qualified or is less qualified, the contracting agency may revoke or may revise and reissue the prequalification after reasonable notice to the prequalified prospective Bidder or Proposer. The notice shall specify the reasons given for revocation or revision of the prequalification of the prospective Bidder or Proposer and inform the prospective Bidder or Proposer of the right to appeal and the right to a hearing under Rule 47-0760. To be entitled to a hearing under Rule 47-0760, a prospective Bidder or Proposer shall, within three (3) Days after receipt of the notice, notify the CPCA Manager that the prospective Bidder or Proposer requests a hearing under Rule 47-0760. A revocation or revision does not apply to any Contract for which an advertisement for bids or Proposals was issued before the date the notice of revocation or revision was received by the prequalified prospective Bidder or Proposer however, the CPCA Manager may determine that a prequalified Offeror is not Responsible prior to Contract Award.

Stat. Auth.: ORS 279A.065

**47-0575 Debarment of Prospective Offerors**

- (1) **Authority.** The County may debar an Offeror after providing the Person with notice and a reasonable opportunity to be heard in accordance with these Rules.
- (2) **Standards for Debarment.** The County may debar a Person for:
  - (a) The prospective Bidder or Proposer has been convicted of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract.
  - (b) The prospective Bidder or Proposer has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that currently, seriously and directly affects the prospective Bidder's or Proposer's responsibility as a Contractor.
  - (c) The prospective Bidder or Proposer has been convicted under state or federal antitrust statutes.
  - (d) The prospective Bidder or Proposer has committed a violation of a contract provision and debarment for such a violation was listed in the contract terms and conditions as a potential penalty. A violation may include but is not limited to a failure to perform the terms of a contract or an unsatisfactory performance in accordance with the terms of the contract. However, a failure to perform or an unsatisfactory performance caused by acts beyond the control of the Contractor may not be considered to be a basis for debarment.
  - (e) The prospective Bidder or Proposer does not carry workers' compensation or unemployment insurance as required by statute.
  - (f) Violation of ORS 279A.110(1), prohibiting discrimination in subcontracting.
- (3) **Notice of Intent to Debar.** CPCA shall notify the Person in Writing of a proposed Debarment personally or by registered or certified mail, return receipt requested. This notice shall:
  - (a) State that the County intends to debar the Person;
  - (b) Set forth the reasons for the Debarment;
  - (c) Include a statement that the Person shall have a right to appeal the notice of intent to debar and have a hearing in accordance with Rule 47-0760 and a statement of the time within which an appeal shall be filed.
  - (d) Include a reference to the particular sections of the statutes and rules involved;
  - (e) State that the Person may be represented by legal counsel at the hearing.
- (4) **Appeal and Hearing.** Appeal of the notice and hearing on the appeal shall be in accordance with the provisions of Rule 47-0760.
- (5) **Imputed Knowledge.** The County may attribute improper conduct of a Person or its affiliate or affiliates having a contract with a prospective Offeror to the prospective Offeror for purposes of Debarment where the impropriety occurred in connection with the Person's duty for or on behalf of, or with the knowledge, approval, or acquiescence of, the prospective Offeror.

- (6) **Limited Participation.** The CPCA Manager may allow a Debarred Person to participate in solicitations and Contracts on a limited basis during the Debarment period upon Written determination that participation is Advantageous to the County. The determination shall specify the factors on which it is based and define the extent of the limits imposed.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.130

## **OFFER EVALUATION AND AWARD**

### **47-0600 Offer Evaluation and Award**

- (1) **Evaluation.** The County shall evaluate Offers only as set forth in the Solicitation Document, pursuant to Rule 47-0255(5) and Rule 47-0260(7)(a), and in accordance with applicable law. The County shall not evaluate Offers using any other requirement or criterion.
- (a) **Preferences.**
- (A) **Nonresident Bidders.** In determining the lowest Responsive Bid, the County shall apply the reciprocal preference set forth in Rule 46-0310 for Nonresident Bidders.
  - (B) **Public Printing.** The County shall for the purpose of evaluating Bids apply the public printing preference set forth in ORS 282.210.
  - (C) **Award When Bids are Identical.** If the County determines that one (1) or more Bids are identical under Rule 46-0300, the County shall Award a Contract in accordance with the procedures set forth in Rule 46-0300.
- (b) **Evaluation of Proposals.**
- (A) **Award When Proposals are Identical.** If the County determines that one (1) or more Proposals are identical under Rule 46-0300, the County shall Award a Contract in accordance with the procedures set forth in Rule 46-0300.
  - (B) **Public Printing.** The County shall for the purpose of evaluating Proposals apply the public printing preference set forth in ORS 282.210.
- (c) **Recycled Materials.** When procuring Goods, the County shall give preference for recycled materials as set forth in Rule 46-0320.
- (2) **Clarification of Bids.** After Bid Opening, the County may conduct Discussions with apparent Responsive Bidders for the purpose of clarification to assure full understanding of the Bid. All Bids, in the Department's sole discretion, needing clarification shall be accorded such an opportunity. CPCA shall document clarification of any Bidder's Bid in the Procurement File.
- (3) **Negotiations Prohibited.**
- (a) **Bids.** Except as permitted by subsection (2) of this Rule, the County shall not negotiate with any Bidder. After Award of the Contract, the Department and Contractor may only modify the Contract in accordance with Rule 47-0800.
  - (b) **Requests for Proposals.** The County may conduct Discussions or negotiate with Proposers only in accordance with Rules 47-0260 and 47-0262. After Award of the Contract, the Department and Contractor may only modify the Contract in accordance with Rule 47-0800.
- (4) **Award.**

- (a) **General.** If Awarded, CPCA shall Award the Contract to the Responsible Bidder submitting the lowest, Responsive Bid or the Responsible Proposer submitting the most Advantageous, Responsive Proposal. CPCA may Award by item, groups of items or the entire Offer provided such Award is consistent with the Solicitation Document and in the public interest.
- (b) **Multiple Items.** An Invitation to Bid or Request for Proposals may call for pricing of multiple items of similar or related type with Award based on individual line item, group total of certain items, a "market basket" of items representative of the Department's expected purchases, or grand total of all items.
- (c) **Multiple Awards - Bids.**
  - (A) Notwithstanding subsection 4(a) of this Rule, CPCA may Award multiple Contracts under an Invitation to Bid in accordance with the criteria set forth in the Invitation to Bid. Multiple Awards shall not be made if a single Award will meet the Department's needs, including but not limited to adequate availability, delivery, service, or product compatibility. A multiple Award may be made if Award to two or more Bidders of similar Goods or Services is necessary for adequate availability, delivery, service or product compatibility. Multiple Awards may not be made for the purpose of dividing the Procurement into multiple solicitations, or to allow for user preference unrelated to utility or economy. A notice to prospective Bidders that multiple Contracts may be Awarded for any Invitation to Bid shall not preclude CPCA from Awarding a single Contract for such Invitation to Bid.
  - (B) If an Invitation to Bid permits the Award of multiple Contracts, the County shall specify in the Invitation to Bid the criteria it will use to choose from the multiple Contracts when purchasing Goods or Services.
- (d) **Multiple Awards – Proposals.**
  - (A) Notwithstanding subsection 4(a) of this Rule, CPCA may Award multiple Contracts under a Request for Proposals in accordance with the criteria set forth in the Request for Proposals. Multiple Awards shall not be made if a single Award will meet the Department's needs, including but not limited to adequate availability, delivery, service or product compatibility. A multiple Award may be made if Award to two or more Proposers of similar Goods or Services is necessary for adequate availability, delivery, service or product compatibility. Multiple Awards may not be made for the purpose of dividing the Procurement into multiple solicitations, or to allow for user preference unrelated to obtaining the most Advantageous Contract. A notice to prospective Proposers that multiple Contracts may be Awarded for any Request for Proposals shall not preclude CPCA from Awarding a single Contract for such Request for Proposals.
  - (B) If a Request for Proposals permits the Award of multiple Contracts, the County shall specify in the Request for Proposals the criteria it will use to choose from the multiple Contracts when purchasing Goods or Services.
- (e) **Partial Awards.** If after evaluation of Offers, the Department determines that an acceptable Offer has been received for only parts of the requirements of the Solicitation Document:
  - (A) CPCA may Award a Contract for the parts of the Solicitation Document for which acceptable Offers have been received; or

- (B) CPCA may reject all Offers and may issue a new Solicitation Document on the same or revised terms, conditions and Specifications.
- (f) **All or none Offers.** CPCA may Award all or none Offers if the evaluation shows an all or none Award to be the lowest cost for Bids or the most Advantageous for Proposals of those submitted.

Stat. Auth.: ORS 279A.065 & ORS 279B.060

Stats. Implemented: ORS 279B.055 & ORS 279B.060

#### **47-0610 Notice of Intent to Award**

- (1) **Notice of Intent to Award.** CPCA shall provide Written notice of intent to Award to all Bidders and Proposers at least seven (7) Days before the Award of a Contract, unless the CPCA Manager determines that circumstances require prompt execution of the Contract, in which case the CPCA Manager may provide a shorter notice period. The CPCA Manager shall document the specific reasons for the shorter notice period in the Procurement File. This section does not apply to a Contract awarded as a small Procurement, an Intermediate Procurement, a Sole-Source Procurement, an Emergency Procurement or a Special Procurement authorized by rule under Rule 47-0288.
- (2) **Finality.** The Award shall not be final until the later of the following:
  - (a) The expiration of the protest period provided pursuant to Rule 47-0740(3); or
  - (b) CPCA provides Written responses to all timely-filed protests denying the protests and affirming the Award.

Stat. Auth.: ORS 279A.065 & ORS 279B.135

Stats. Implemented: ORS 279B.135

#### **47-0620 Documentation of Award**

- (1) **Basis of Award.** After Award, the CPCA Manager shall make a record showing the basis for determining the successful Offeror part of the Procurement File.
- (2) **Contents of Award Record.** The record shall include:
  - (a) For Bids:
    - (A) Bids;
    - (B) Completed Bid tabulation sheet; and
    - (C) Written justification for any rejection of lower Bids.
  - (b) For Proposals:
    - (A) Proposals;
    - (B) The completed evaluation of the Proposals;
    - (C) Written justification for any rejection of higher scoring Proposals; and
    - (D) If the County engaged in any of the methods of Contractor selection described in Rule 47-0260 and Rules 47-0261 to 47-0263, Written documentation of the content of any Discussions, Negotiations, best and final Offers, or any other procedures the County used to select a Proposer to which the CPCA Manager Awarded a Contract.

Stat. Auth.: ORS 279A.065



Stats. Implemented: 279A.065

#### **47-0630 Availability of Award Decisions**

- (1) **Contract Documents.** To the extent required by the Solicitation Document, the Department shall deliver to the successful Offeror a Contract, Signed purchase order, Price Agreement, or other Contract documents as applicable.
- (2) **Availability of Award Decisions.** A Person may obtain tabulations of Awarded Bids or evaluation summaries of Proposals for a minimal charge established by the CPCA Manager, in person or by submitting to the CPCA Manager a Written request accompanied by payment. The requesting Person shall provide the Solicitation Document number and enclose a self-addressed, stamped envelope. In addition, the County may make available tabulations of Bids and Proposals through the County's website.
- (3) **Availability of Procurement Files.** After notice of intent to Award, the CPCA Manager shall make Procurement Files available in accordance with applicable law.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.055 & ORS 279B.060

#### **47-0640 Rejection of an Offer**

- (1) Rejection of an Offer.
  - (a) The CPCA Manager may reject any Offer when the CPCA Manager determines that rejection is in the best interest of the County. The reasons for the rejection shall be made part of the Procurement File. The County shall not be liable to any Bidder or Proposer for any loss or expense caused by or resulting from the rejection of a bid or Proposal.
  - (b) The CPCA Manager shall reject an Offer upon finding that the Offer:
    - (A) Is contingent upon the acceptance of terms and conditions (including Specifications) that differ materially from the Solicitation Document;
    - (B) Takes exception to terms and conditions (including Specifications) set forth in the Solicitation Document;
    - (C) Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the Solicitation Document or in contravention of applicable law, unless the Offeror agrees after Opening to withdraw any conditions in the bid prohibiting disclosure;
    - (D) Offers Goods or Services that fail to meet the Specifications of the Solicitation Document;
    - (E) Is late;
    - (F) Is not in substantial compliance with the Solicitation Document; or
    - (G) Is not in substantial compliance with all prescribed public Procurement procedures.
  - (c) The CPCA Manager shall reject an Offer upon finding that the Offeror:
    - (A) Has not been prequalified under Rule 47-0550 and the required mandatory prequalification if required by the Solicitation Document;
    - (B) Has been Debarred under Rule 47-0575;

- (C) Has not met the requirements of Rule 46-0210, if required by the Solicitation Document;
- (D) Has not submitted properly executed Bid or Proposal security as required by the Solicitation Document;
- (E) Has failed to provide the certification of non-discrimination required 46-0210(3); or
- (F) Is non-Responsible. Offerors are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, the CPCA Manager shall determine that the Offeror:
  - (i) Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the Offeror to meet all contractual responsibilities; and
  - (ii) Has a satisfactory record of contract performance. The CPCA Manager should carefully scrutinize an Offeror's record of contract performance if the Offeror is or recently has been materially deficient in contract performance. In reviewing the Offeror's performance, the CPCA Manager should determine whether the Offeror's deficient performance was expressly excused under the terms of the contract, or whether the Offeror took appropriate corrective action. The CPCA Manager may review the Offeror's performance on both private and Public Contracts in determining the Offeror's record of contract performance. The CPCA Manager shall make its basis for determining an Offeror non-Responsible under this subparagraph part of the Procurement File;
  - (iii) Has a satisfactory record of integrity. An Offeror may lack integrity if the CPCA Manager determines the Offeror demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to a Contracting Agency. The CPCA Manager may find an Offeror non-Responsible based on the lack of integrity of any Person having influence or control over the Offeror (such as a key employee of the Offeror that has the authority to significantly influence the Offeror's performance of the Contract or a parent company, predecessor or successor Person). The standards for Debarment under Rule 47-0575 may be used to determine an Offeror's integrity. The CPCA Manager shall make the basis for determining that an Offeror is non-Responsible under this subparagraph part of the Procurement File;
  - (iv) Is qualified legally to contract with the County; and
  - (v) Has supplied all necessary information in connection with the inquiry concerning Responsibility. If the Offeror fails to promptly supply information requested by the CPCA Manager concerning Responsibility, the CPCA Manager shall base the determination of Responsibility upon any available information, or may find the Offeror non-Responsible.
- (2) **Form of Business Entity.** For purposes of this Rule, the CPCA Manager may investigate any Person submitting an Offer. The investigation may include that Person's officers, directors, owners, affiliates, or any other Person acquiring ownership of the Person to determine application of this Rule or to apply the Debarment provisions of Rule 47-0575.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.100 & 279B.110

#### **47-0650 Rejection of All Offers**

- (1) **Rejection.** The CPCA Manager may reject all Offers when the CPCA Manager determines that rejection is in the best interest of the County. The reasons for the rejection shall be made part of the Procurement File. The County shall not be liable to any Bidder or Proposer for any loss or expense caused by or resulting from the rejection of all bids, or Proposals.
- (2) **Criteria.** The CPCA Manager may reject all Offers based upon the following criteria:
  - (a) The content of or an error in the Solicitation Document, or the Procurement process unnecessarily restricted competition for the Contract;
  - (b) The price, quality or performance presented by the Offerors are too costly or of insufficient quality to justify acceptance of any Offer;
  - (c) Misconduct, error, or ambiguous or misleading provisions in the Solicitation Document threaten the fairness and integrity of the competitive process;
  - (d) Causes other than legitimate market forces threaten the integrity of the competitive process. These causes may include, without limitation, those that tend to limit competition, such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct, and inadvertent or intentional errors in the Solicitation Document;
  - (e) The CPCA Manager cancels the Procurement or Solicitation in accordance with Rule 47-0660; or
  - (f) Any other circumstance indicating that Awarding the Contract would not be in the public interest.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.100

#### **47-0660 Cancellation, Rejection Delay or Suspension of a Procurement or Solicitation**

- (1) **Cancellation, Rejection, Delay or Suspension of a Procurement or Solicitation.** Any Solicitation or Procurement described in a Solicitation may be canceled, or any or all bids or Proposals may be rejected in whole or in part, when the cancellation or rejection is in the best interest of the County. The reasons for the cancellation or rejection shall be made part of the Procurement File. The County shall not be liable to any Bidder or Proposer for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, bid, Proposal or Award. Any Solicitation or Procurement described in a Solicitation may be delayed or suspended when the delay or suspension is in the best interest of the County. The County shall make the reasons for the delay or suspension part of the Procurement File. The County shall not be liable to any Bidder or Proposer for any loss or expense caused by or resulting from the delay or suspension of a solicitation, bid, Proposal or Award. **Notice of Cancellation Before Opening.** If the CPCA Manager cancels a Procurement or Solicitation prior to Opening, the CPCA Manager shall provide Written notice of cancellation in the same manner as was used for the notice of the solicitation. Such notice of cancellation shall:
  - (a) Identify the Solicitation Document;
  - (b) Briefly explain the reason for cancellation; and
  - (c) If appropriate, explain that an opportunity will be given to compete on any resolicitation.

- (2) **Notice of Cancellation After Opening.** If the CPCA Manager cancels a Procurement or Solicitation after Opening, the CPCA Manager shall provide Written notice of cancellation to all Offerors who submitted Offers.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.100

#### **47-0670 Disposition of Offers if Procurement or Solicitation Canceled**

- (1) **Prior to Opening.** If the CPCA Manager cancels a Procurement or Solicitation prior to Opening, the CPCA Manager shall return all Offers it received to Offerors unopened, provided the Offeror submitted its Offer in a hard copy format with a clearly visible return address. If there is no return address on the envelope, the CPCA Manager shall open the Offer to determine the source and then return it to the Offeror. For Electronic Offers, if any, the CPCA Manager shall delete the Offers from the Electronic Procurement System or information technology system.
- (2) **After Opening.** If the CPCA Manager cancels a Procurement or Solicitation after Opening, the CPCA Manager:
  - (a) May return Proposals in accordance with Rule 47-0260(6)(b); and.
  - (b) Shall keep Bids in the Procurement File.
- (3) **Rejection of All Offers.** If the CPCA Manager rejects all Offers, the CPCA Manager shall keep all Proposals and Bids in the Procurement File.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.100

### **LEGAL REMEDIES**

#### **47-0700 Protests and Judicial Review of Special Procurements**

- (1) **Purpose.** An Affected Person may protest the approval of a Special Procurement. Pursuant to ORS 279B.400(1), before seeking judicial review of the approval of a Special Procurement, an Affected Person shall file a Written protest with the CPCA Manager and exhaust all administrative remedies.
- (2) **Delivery.** Protest of Approval of a Special Procurement. Notwithstanding the requirements for filing a writ of review under ORS chapter 34 pursuant to ORS 279B.400(4)(a), an Affected Person shall deliver a Written protest to the CPCA Manager within seven (7) Days after the first date of public notice of the approval of a Special Procurement by the CPCA Manager or the Board; unless a different protest period is provided in the public notice of the approval of a Special Procurement.
- (3) **Content of Protest.** The Written protest shall include:
  - (a) A detailed statement of the legal and factual grounds for the protest;
  - (b) A description of the resulting harm to the Affected Person; and
  - (c) The relief requested.
- (4) **Response to Protest.** Protest of Approval of a Special Procurement: The CPCA Manager or the Board shall not consider an Affected Person's protest of the approval of a Special Procurement submitted after the timeline established for submitting such protest under this

Rule or such different time period as may be provided in the public notice of the approval of a Special Procurement. The CPCA Manager or the Board shall issue a Written disposition of the protest in a timely manner. If the CPCA Manager or the Board upholds the protest, in whole or in part, they may in their sole discretion implement the sustained protest in the approval of the Special Procurement, or revoke the approval of the Special Procurement. A Department may, in lieu of having the protest presented to the CPCA Manager or the Board, notify the CPCA Manager that it will not pursue the procurement as a Special Procurement. Written notice of the Department's decision shall be given to the Affected Person.

- (5) **Judicial Review.** An Affected Person may seek judicial review of the CPCA Manager's or the Board's decision under subsection (4) above denying a protest of the approval of a Special Procurement. Judicial review shall be in accordance with ORS 279B.400.

Stat. Auth.: ORS 279A.065 & ORS 279B.400

Stats. Implemented: ORS 279B.400

#### **47-0710 Protests and Judicial Review of Sole-Source Procurements**

- (1) **Purpose.** For Sole-Source Procurements requiring public notice, an Affected Person may protest the determination of the CPCA Manager or the Board under Rule 47-0275 that the Goods or Services or class of Goods or Services are available from only one (1) source. Before seeking judicial review, an Affected Person shall file a Written protest with the CPCA Manager and exhaust all administrative remedies.
- (2) **Delivery.** Unless otherwise specified in the public notice of the Sole-Source Procurement, an Affected Person shall deliver a Written protest to the CPCA Manager within seven (7) Days after the first date of public notice of the Sole-Source Procurement, unless a different protest period is provided in the public notice of a Sole-Source Procurement.
- (3) **Content of Protest.** The Written protest shall include:
  - (a) A detailed statement of the legal and factual grounds for the protest;
  - (b) A description of the resulting harm to the Affected Person; and
  - (c) The relief requested.
- (4) **Response to Protest.** No protest shall be considered under this section if it is submitted after the timeline established for submitting such protest under this Rule, or such different time period as may be provided in the public notice of the Sole-Source Procurement. The CPCA Manager or the Board shall issue a Written disposition of the protest in a timely manner. If the protest is upheld in whole or in part, the County shall not enter into a sole-source Contract.
- (5) **Judicial Review.** Judicial review of the decision in subsection (4) above shall be in accordance with ORS 279B.420.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.075

#### **47-0720 Protests and Judicial Review of Multi-Tiered and Multistep Solicitations**

- (1) **Purpose.** An Affected Offeror may protest exclusion from the Competitive Range or from subsequent tiers or steps of a Solicitation in accordance with the applicable Solicitation Document. When such a protest is permitted by the Solicitation Document, then, before seeking judicial review, an Affected Offeror shall file a Written protest with the CPCA Manager and exhaust all administrative remedies.

- (2) **Basis for Protest.** An Affected Offeror may protest its exclusion from a tier or step of competition only if the Offeror is Responsible and submitted a Responsive Offer and but for the mistake in evaluating the Offeror's or other Offerors' Offers, the protesting Offeror would have been eligible to participate in the next tier or step of competition. (For example, the protesting Offeror shall claim it is eligible for inclusion in the Competitive Range if all ineligible higher-scoring Offerors are removed from consideration, and that those ineligible Offerors are ineligible for inclusion in the Competitive Range because their Proposals were not Responsive, or the County committed a substantial violation of a provision in the Solicitation Document or of an applicable Procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such substantial violation, been included in the Competitive Range.)
- (3) **Delivery.** Unless otherwise specified in the Solicitation Document, an Affected Offeror shall deliver a Written protest to the CPCA Manager within seven (7) Days after issuance of the notice of the Competitive Range or notice of subsequent tiers or steps.
- (4) **Content of Protest.** The Affected Offeror's protest shall be in Writing and shall specify the grounds upon which the protest is based.
- (5) **Response to Protest.** The CPCA Manager shall not consider an Affected Offeror's multi-tiered or multistep Solicitation protest submitted after the timeline established for submitting such protest under this Rule, or such different time period as may be provided in the Solicitation Document. The CPCA Manager shall issue a Written disposition of the protest in a timely manner. If the CPCA Manager upholds the protest, in whole or in part, the CPCA Manager may in his or her sole discretion either issue an Addendum under Rule 47-0430 reflecting the disposition of the protest or cancel the Procurement or Solicitation under Rule 47-0660.
- (6) **Judicial Review.** Judicial review of the decision relating to a multi-tiered or multistep Solicitation protest shall be in accordance with ORS 279B.420.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.060

#### **47-0730 Protests and Judicial Review of Solicitations**

- (1) **Purpose.**
  - (a) A prospective Offeror may protest the Procurement process or the Solicitation Document for a Contract solicited under Rules 47-0255, 47-0260 and 47-0285. Before seeking judicial review, a prospective Offeror shall file a Written protest with the CPCA Manager and exhaust all administrative remedies.
  - (b) Contract-Specific Special Procurements. Notwithstanding subsection 1(a) of this Rule, a Person may not protest, challenge, or review a Contract-Specific Special Procurement except upon the occurrence of the conditions set forth in ORS 279B.405(2)(b).
- (2) **Delivery.** Unless otherwise specified in the Solicitation Document, a prospective Offeror shall deliver a Written protest to the CPCA Manager not less than ten (10) Days prior to Closing.
- (3) **Content of Protest.** In addition to the information required by ORS 279B.405(4), a prospective Offeror's Written protest shall include a statement of the changes to the Procurement process or the Solicitation Document that the prospective Offeror believes will remedy the conditions upon which the prospective Offeror based its protest.

- (4) **Response to Protest.** The CPCA Manager shall not consider a Prospective Offeror's Solicitation protest submitted after the timeline established for submitting such protest under this Rule, or such different time period as may be provided in the Solicitation Document. The CPCA Manager shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405(4). The CPCA Manager shall issue a Written disposition of the protest in accordance with the timeline set forth in ORS 279B.405(6). If the CPCA Manager upholds the protest, in whole or in part, the CPCA Manager may in his or her sole discretion either issue an Addendum reflecting its disposition under Rule 47-0430 or cancel the Procurement or Solicitation under Rule 47-0660.
- (5) **Extension of Closing.** If the CPCA Manager receives a protest from a prospective Offeror in accordance with this Rule, the CPCA Manager may extend Closing if the CPCA Manager determines an extension is necessary to consider and respond to the protest.
- (6) **Clarification.** Prior to the deadline for submitting a protest, a prospective Offeror may request clarification of any provision of the Solicitation Document. Any such request shall be in Writing and any response shall also be in Writing and shall be included in an Addendum to the Solicitation Document.
- (7) **Judicial Review.** Judicial review of the decision relating to a Solicitation protest shall be in accordance with ORS 279B.405.

Stat. Auth.: ORS 279A.065 & ORS 279B.405

Stats. Implemented: ORS 279B.405

#### **47-0740 Protests and Judicial Review of Contract Award**

- (1) **Purpose.** An Offeror may protest the Award of a Contract, or the intent to Award a Contract, whichever occurs first, if:
  - (a) The Bidder or Proposer is adversely affected because the Bidder or Proposer would be eligible to be awarded the Public Contract in the event that the protest were successful; and
  - (b) The reason for the protest is that:
    - (A) All lower bids or higher ranked Proposals are nonresponsive;
    - (B) The contracting agency has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the Solicitation materials;
    - (C) The contracting agency has abused its discretion in rejecting the protestor's bid or Proposal as nonresponsive; or
    - (D) The contracting agency's evaluation of bids or Proposals or the contracting agency's subsequent determination of Award is otherwise in violation of these Rules.
- (2) **Exhaustion of Remedies.** An Offeror shall file a Written protest with the CPCA Manager and exhaust all administrative remedies before seeking judicial review of the Contract Award decision.
- (3) **Delivery.** Unless otherwise specified in the Solicitation Document, an Offeror shall deliver a Written protest to the CPCA Manager within seven (7) Days after the Award of the Contract or issuance of the notice of intent to Award the Contract, whichever occurs first.

- (4) **Content of Protest.** An Offeror's Written protest shall specify the grounds for the protest to be considered by the CPCA Manager.
- (5) **Response to Protest.** The CPCA Manager shall not consider an Offeror's Contract Award protest submitted after the timeline established for submitting such protest under this Rule, or such different time period as may be provided in the Solicitation Document. The CPCA Manager shall issue a Written disposition of the protest in a timely manner as set forth in ORS 279B.410(4). If the CPCA Manager upholds the protest, in whole or in part, the CPCA Manager may in his or her sole discretion either Award the Contract to the successful protestor or cancel the Procurement or solicitation.
- (6) **Judicial Review.** Judicial review of the decision relating to a Contract Award protest shall be in accordance with ORS 279B.415.

Stat. Auth.: ORS 279A.065 & ORS 279B.410

Stats. Implemented: ORS 279B.410 & ORS 279B.415

#### **47-0745 Protests and Judicial Review of Qualified Products List Decisions**

- (1) **Purpose.** A prospective Offeror may protest the decision to exclude the prospective Offeror's Goods from the County's qualified products list under Rule 47-0525. A prospective Offeror shall file a Written protest and exhaust all administrative remedies before seeking judicial review of the Department's qualified products list decision.
- (2) **Delivery.** Unless otherwise stated in the Department's notice to prospective Offerors of the opportunity to submit Goods for inclusion on the qualified products list, a prospective Offeror shall deliver a Written protest to the CPCA Manager within seven (7) Days after issuance of the decision to exclude the prospective Offeror's Goods from the qualified products list.
- (3) **Content of Protest.** The prospective Offeror's protest shall be in Writing and shall specify the grounds upon which the protest is based.
- (4) **Response to Protest.** The CPCA Manager shall not consider a prospective Offeror's qualified products list protest submitted after the timeline established for submitting such protest under this Rule, or such different time period as may be provided in the notice to prospective Offerors of the opportunity to submit Goods for inclusion on the qualified products list. The CPCA Manager shall issue a Written disposition of the protest in a timely manner. If the CPCA Manager upholds the protest, it shall include the successful protestor's Goods on the qualified products list.
- (5) **Judicial Review.** Judicial review of the decision relating to a qualified products list protest shall be in accordance with ORS 279B.425.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.115

#### **47-0750 Judicial Review of Other Violations**

Any violation of these Rules or ORS chapter 279A or 279B by the County for which no judicial remedy is otherwise provided in the Public Contracting Code is subject to judicial review as set forth in ORS 279B.420.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.420



#### **47-0760 Review of Prequalification and Debarment Decisions**

Review of the County's prequalification and Debarment decisions shall be as set forth in ORS 279B.425.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279B.425

### **CONTRACT AMENDMENTS**

#### **47-0800 Contract Amendments**

- (1) An amendment for additional Goods or services which is reasonably related to the scope of Work under the original Contract, including change orders, extra Work, field orders, or other change in the original Specifications that increases the original Contract Price, may be made with the Contractor without Competitive Solicitation subject to the following conditions:
  - (a) The original Contract was let by Competitive Solicitation or alternative Procurement process and unit prices or additive alternates were provided that established the cost basis for the additional Goods or services and a binding obligation exists on the parties covering the terms and conditions of the additional Work; or
  - (b) The original Contract was let pursuant to a declaration of Emergency, in accordance with Rule 47-0280; or
  - (c) The additional Goods or services are required by reason of existing or new laws, rules, regulations or ordinances of federal, state or local agencies, that affect performance of the original Contract; or
  - (d) A Department shall have authority to authorize increases resulting from amendments to a Contract provided that the total of all such increases shall not exceed 20 percent of the original Contract Price. Increases in excess of this limit shall be approved by the Board prior to authorization for the additional Goods or services.
  - (e) Every Contract for Goods, Services and Public Works that are not Public Improvements shall comply with the requirements of this Rule including Contracts advertised, or if not advertised, entered into prior to March 1, 2005.
- (2) **Renegotiated Contract.** A Department may renegotiate the terms and conditions, including the Contract Price, of a Contract without additional competition and amend a Contract if it is Advantageous to the Department subject to the following conditions:
  - (a) The amended Contract is within the Scope of the Solicitation Document, or if no Solicitation Document, the Contract, or in the instance of a Special Procurement the approval of Special Procurement;
  - (b) A Department shall determine that, with all things considered, the renegotiated Contract is at least as favorable to the Department as the original Contract; and
  - (c) The renegotiated Contract will not have a total term greater than allowed in the original Solicitation Document, Contract or approval of a Special Procurement after combining the initial and extended terms. For example, a one-year Contract, renewable each year for up to four additional years, may be renegotiated as a two to five-year Contract, but not beyond a total of five years. Also, if multiple Contracts with a single Contractor are restated as a single Contract, the term of the single Contract may not have a total term greater than the longest term of any of the prior Contracts.

- (d) If a Contractor offers a lower price in exchange for a change in term or condition that was expressly rejected in the original solicitation, the amended Contract may be structured with this changed term as an optional, but not as a mandatory Contract term.
- (e) If the Contract is the result of a Cooperative Procurement, the amended Contract may not materially change the terms, conditions, and prices of the original Contract.
- (3) **Small or Intermediate Contract.** The County may amend a Contract Awarded as small or Intermediate Procurement pursuant to subsections (1) or (2) of this Rule, provided also the total Contract price does not exceed the limits set forth in Rule 47-0265(4) for small Procurements and Rule 47-0270(5) for Intermediate Procurements.
- (4) **Emergency Contract.** A Department may amend a Contract Awarded as an Emergency Procurement if the Emergency justification for entering into the Contract still exists, and the amendment is necessary to address the continuing Emergency.
- (5) **Price Agreements.** A Department may amend or terminate a Price Agreement as follows:
  - (a) As permitted by the Price Agreement;
  - (b) As permitted by this Rule; or
  - (c) If the circumstances set forth in ORS 279B.140(2) exist.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

## **DIVISION 48 CONSULTANT SELECTION: ARCHITECTURAL, ENGINEERING, LAND SURVEYING AND RELATED SERVICES CONTRACTS**

### **48-0100 Application**

The Rules in this Division 48 implement ORS Chapter 279C and apply to the screening and selection of Architects, Engineers, Land Surveyors, and Providers of Related Services under Contracts, and set forth the procedures through which Departments select Consultants to perform Architectural, Engineering, Land Surveying and Related Services.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279A.065

### **48-0110 Definitions**

The definitions for this Division 48 are found in Division 46, except the following definitions apply only to this Division 48:

- (1) **Architect.** A person who is registered and holds a valid certificate in the practice of architecture in the State of Oregon, as provided under ORS 671.010 to 671.220, and includes without limitation the terms "architect," "licensed architect" and "registered architect.
- (2) **Architectural, Engineering and Land Surveying Services.** Professional services that are required to be performed by an architect, engineer or land surveyor.
- (3) **Agreement-To-Agree.** A Written document of understanding negotiated between a Department and the Consultant for the provision of services on a single Project, or on more than one (1) project, which contains contract clauses that will apply to future Contracts during its term to be established through Work orders and which will incorporate the required and applicable clauses of the Agreement-To-Agree. Agreement-To-Agree documents are also referred to as Price Agreements.
- (4) **Consultant.** An Architect, Engineer, Land Surveyor, or provider of Related Services. A Consultant includes a business entity that employs Architects, Engineers, Land Surveyors or providers of Related Services, or any combination of the foregoing.
- (5) **Design-Build.** An alternative contracting method for the construction of Public Improvements where construction and design services are combined in a single Contract.
- (6) **Direct Appointment or Direct Appointment Procedure.** The Consultant selection method provided for under Rule 48-0200.
- (7) **Engineer.** A person who is registered and holds a valid certificate in the practice of engineering in the State of Oregon, as provided under ORS 672.002 to 672.325, and includes all terms listed in ORS 672.002 (2)
- (8) **Estimated Fee.** A Department's reasonably projected fee to be paid for a Consultant's services under the anticipated Contract, excluding all anticipated reimbursable or other non-professional fee expenses. The Estimated Fee is used solely to determine the applicable Contract Solicitation method and is distinct from the total amount payable under the Contract. The Estimated Fee shall not be used as a basis to resolve other public contracting issues.
- (9) **Formal Selection Procedure.** The Consultant selection method provided for under Rule 48-0220.

- (10) **Informal Selection Procedure.** The Consultant selection method provided for under Rule 48-0210.
- (11) **Land surveyor.** A person who is registered and holds a valid certificate in the practice of land surveying in the State of Oregon, as provided under ORS 672.002 to 672.325, and includes all terms listed in ORS 672.002 (4).
- (12) **Mixed Contract.** A Contract that requires the Consultant to perform certain Architectural, Engineering, Land Surveying or Related Services and also to provide the Department with other kinds of Supplies and Services; the classification of a Mixed Contract as a Contract for Architectural, Engineering, Land Surveying or Related Services is determined by the Mixed Contract's predominate purpose. For a Mixed Contract to be considered a Contract for Architectural, Engineering, Land Surveying or Related Services, the majority of the payments made or received under the Mixed Contract shall be for Architectural, Engineering, Land Surveying or Related Services.
- (13) **Project.** All components of a Department's planned undertaking that gives rise to the need for a Consultant's Architectural, Engineering, Land Surveying or Related Services under a Contract.
- (14) **Proposer.** A Consultant who submits a Proposal to a Department in response to a Request for Proposals.
- (15) **Related services.** Personal services, other than architectural, engineering and land surveying services, that are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to landscape architectural services, facilities planning services, energy planning services, space planning services, environmental impact studies, hazardous substances or hazardous waste or toxic substances testing services, wetland delineation studies, wetland mitigation studies, Native American studies, historical research services, endangered species studies, rare plant studies, biological services, archaeological services, cost estimating services, appraising services, material testing services, mechanical system balancing services, commissioning services, project management services, construction management services and owner's representative services or land-use planning services.
- (16) **Request for Qualifications or RFQ.** A Written document issued by a Department to which Consultants respond with a description of their experience with and qualifications for the Architectural, Engineering, Land Surveying or Related Services described in the RFQ and from which the Department creates a list of Consultants who are qualified to perform those services, but which is not intended to result in a Contract between a Consultant and a Department.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279A.065

#### **48-0120 List of Interested Consultants; Performance Record**

- (1) Consultants who are interested in providing Architectural, Engineering, Land Surveying or Related Services may annually submit a statement describing their qualifications and related performance information to Departments' office addresses. Departments may use this information to create a list of prospective Consultants and which will be updated at least once every five years.
- (2) Departments may compile and maintain a record of each Consultant's performance under contracts with the particular Department, including information obtained from Consultants

during an exit interview. Upon request and in accordance with the Oregon Public Records Law (ORS 192.410 to ORS 192.505) Departments may make available copies of the records.

- (3) Departments shall keep a record of all Contracts and shall make these records available to the public consistent with the requirements of the Oregon Public Records Law (ORS 192.410 to 192.505). Departments shall include the following information in the record:
  - (a) Consultant's principal office address and all office addresses in the State of Oregon;
  - (b) Consultant's direct expenses on each Contract whether or not those direct expenses are reimbursed. "Direct expenses" include all amounts that are directly attributable to Consultant's services performed under each Contract, including personnel travel expenses, and that would not have been incurred but for the services being performed. The record shall include all personnel travel expenses as a separate and identifiable expense on the Contract; and
  - (c) The total number of Contracts awarded to each Consultant over the immediately preceding 10-year period from the date of the record.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279C.110

#### **48-0200 Direct Appointment Procedure**

- (1) Departments may enter into a Contract directly with a Consultant without following the selection procedures set forth elsewhere in these Rules if:
  - (a) The Estimated Fee to be paid under the Contract does not exceed \$10,000; or
  - (b) An emergency exists; or
  - (c) The Architectural, Engineering, Land Surveying or Related Services to be performed under the Contract:
    - (A) Consist of, or are related to, Architectural, Engineering, Land Surveying or Related Services that have been substantially described, planned or otherwise previously studied in an earlier Contract with the same Consultant and are rendered for the same Project as the Architectural, Engineering, Land Surveying or Related Services rendered under the earlier Contract; and
    - (B) The Department used either the Formal Selection Procedure under Rule 48-0220 or the Formal Selection Procedure applicable to selection of the Consultant at the time of selection, to select the Consultant for the earlier Contract.
- (2) The Departments may select Consultants for Contracts under this Rule from the following sources:
  - (a) The County's current list of Consultants;
  - (b) A list of Consultants from another public jurisdiction; or
  - (c) Consultants offering the required Architectural, Engineering, Land Surveying or Related Services that Departments reasonably can identify under the circumstances.
- (3) If the County estimates that the fee for the Work will not exceed \$10,000, then, except for Work described in subsection (1)(b) or (c) of this section, the Direct Appointment shall be made to an MBE, WBE or ESB Consultant certified by the State of Oregon for the type or Work required unless such Consultant is not available. A Consultant shall be considered "not

available" if Consultants certified by the State for the type of Work required who are located within 75 miles from the place where the Contract is to be performed, have been advised of the opportunity, have been given a reasonable period of time under the circumstances to respond and have failed or declined to respond. In such event, a Direct Appointment then may be made to any other qualified Consultant.

- (4) Selection of a Contractor for Direct Appointment under this Rule shall be competitive to the extent practicable and may be based on criteria which include but are not limited to the Consultant's availability, capabilities, staffing, experience, and compensation requirements and the location of the project.
- (5) The Department shall direct Negotiations with Consultants selected under this Rule toward obtaining Written agreement on:
  - (a) Consultant's performance obligations and performance schedule;
  - (b) Payment methodology and a maximum amount payable to Contractor for the Architectural, Engineering, Land Surveying or Related Services required under the Contract that is fair and reasonable to the Department as determined solely by the Department, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Land Surveying or Related Services; and
  - (c) Any other provisions the Department believes to be in the Department's best interest to negotiate.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279C.110 and ORS 279C.115

#### **48-0210 Informal Selection Procedure**

- (1) Departments may use the Informal Selection Procedure described in this Rule to obtain a Contract if the Estimated Fee is expected to not exceed \$150,000.
- (2) For contracts between \$10,000 and \$75,000 the following consultant solicitation procedure applies:
  - (a) Proposals shall be solicited from a minimum of three (3) Consultants.
  - (b) Of the three Proposals sought, one shall be obtained from an MBE, one from a WBE, and one from an ESB.
  - (c) If a Proposal is not available in a particular category from an MBE, WBE, or ESB Consultant certified by the State of Oregon for the type of work required, an additional Proposal shall be obtained from one of the other categories. If three Proposals are not available from all of the categories combined, the remaining Proposal(s) may be obtained from any other Consultant.
  - (d) A Proposal shall be "not available" in a specific category if all Consultants in that category ((MBE, WBE, or ESB) certified by the State in that category and located within 75 miles from the place where the Contract is to be performed, have been advised of the contracting opportunity, have been given a reasonable period of time under the circumstances to submit a Proposal, and have failed or declined to provide a Proposal within the time specified.

- (3) For contracts in excess of \$75,000 but not exceeding \$150,000 a minimum of three (3) informal proposals shall be solicited from consultants who can reasonably be expected to provide the required services. One (1) of the three consultants contacted shall be a MBE, WBE or ESB consultant if available (see (2) (d) above).
- (4) Departments using the Informal Selection Procedure shall:
- (a) Create a Request for Proposals that includes at a minimum the following:
    - (A) A description of the Project for which Consultant's Architectural, Engineering, Land Surveying or Related Services are needed and a description of the Architectural, Engineering, Land Surveying or Related Services that will be required under the resulting Contract;
    - (B) Anticipated Contract performance schedule;
    - (C) Conditions or limitations, if any, that may constrain or prohibit the selected Consultant's ability to provide additional services related to the Project, including construction services;
    - (D) Date and time Proposals are due and other directions for submitting Proposals;
    - (E) A statement that Proposers responding to the RFP do so solely at their expense, and the Department is not responsible for any Proposer expenses associated with the RFP;
    - (F) Criteria upon which most qualified Consultant will be selected. Selection Criteria may include:
      - (i) Amount and type of resources and number of experienced staff Consultant has available to perform the Architectural, Engineering, Land Surveying or Related Services described in the Request for Proposals within the applicable time limits, including the current and projected Workloads of such staff and the proportion of time such staff would have available for the Architectural, Engineering and Land Surveying Services and Related Services;
      - (ii) Proposed management techniques for the Architectural, Engineering, Land Surveying or Related Services described in the Request for Proposals;
      - (iii) Consultant's capability, experience and past performance history and record in providing similar Architectural, Engineering, Land Surveying or Related Services, including but not limited to quality of Work, ability to meet schedules, cost control methods and Contract Administration practices;
      - (iv) Approach to Architectural, Engineering, Land Surveying or Related Services described in the Request for Proposals and design philosophy, if applicable;
      - (v) Proposer's geographic proximity to and familiarity with the physical location of the Project;
      - (vi) Volume of Work, if any, previously awarded to Proposer, with the objective of effecting equitable distribution of Contracts among qualified Consultants, provided such distribution does not violate the principle of selecting the most qualified Consultant for the type of professional services required;
      - (vii) Ownership status and employment practices regarding Women, minorities and Emerging Small Businesses or historically underutilized businesses; and
      - (viii) Pricing policies, Proposals and other pricing information.

- (b) Review and rank all Proposals received according to the criteria set forth in the Request for Proposals.
- (5) After it reviews and ranks each Proposer, the Department will begin negotiating a Contract with the highest ranked Proposer. The Department shall direct Negotiations toward obtaining Written agreement on:
  - (a) Consultant's performance obligations and performance schedule;
  - (b) Payment methodology and a maximum amount payable to Contractor for the Architectural, Engineering, Land Surveying or Related Services required under the Contract that is fair and reasonable to the Department as determined solely by the Department, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Land Surveying or Related Services; and
  - (c) Any other provisions the Department believes to be in the Department's best interest to negotiate.
- (6) The Department shall, either orally or in Writing, formally terminate Negotiations with the highest ranked Proposer if the Department and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The Department may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, until Negotiations result in a Contract. If Negotiations with any of the top three (3) Proposers do not result in a Contract within a reasonable amount of time, the Department may end the particular informal Solicitation and thereafter may proceed with a new informal Solicitation under this Rule or proceed with a formal Solicitation under Rule 48-0220 (Formal Selection Procedure).
- (7) The Department shall terminate the Informal Selection Procedure and proceed with the Formal Selection Procedure under Rule 48-0220 if the scope of the anticipated Contract is revised during Negotiations so that the Estimated Fee will exceed \$150,000. Notwithstanding the foregoing, the Department may continue Contract Negotiations with the Proposer selected under the Informal Selection Procedure if the Department makes Written determinations that contracting with that Proposer will:
  - (a) Promote efficient use of the Department's resources and result in substantial cost savings to the Department; and
  - (b) Protect the integrity of the public contracting process and the competitive nature of the Procurement by not encouraging favoritism or substantially diminishing competition in the Award of the Contract.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070  
 Stats. Implemented: ORS 279C.110

#### **48-0220 Formal Selection Procedure**

- (1) **General.** Subject to Rule 48-0130 (Applicable Selection Procedures; Pricing Information), Departments shall use the Formal Selection Procedure described in this Rule to select Consultants if the Consultants cannot be selected under either Rule 48-0200 (Direct Appointment Procedure) or under Rule 48-0210 (Informal Selection Procedure). The Formal Selection Procedure may otherwise be used at Departments' discretion. For architectural, engineering or land surveying services Contracts that are subject to the provisions of ORS 279C.110(2) because the County is receiving funds from the State of Oregon that will be used to pay for all or a portion of the design and construction of the project and those funds exceed



10 percent of the value of the project and the project exceeds \$900,000 the Department shall follow the selection process set forth in ORS 279C.110.

- (2) **Advertisement.** Departments using the Formal Selection Procedure shall obtain Contracts through public advertisement of a Request for Proposals or a Request for Qualifications followed by a Request for Proposals.
  - (a) Advertisement of each RFP and RFQ shall be in accordance with the requirements of Rule 47-0300.
    - (A) CPCA shall publish the advertisement within a reasonable time before the deadline for the Proposal submission or response to the RFQ but in any event no fewer than fourteen (14) Days before the Closing date set forth in the RFP or RFQ.
    - (B) CPCA shall include a brief description of the following items in the advertisement:
      - (i) The Project;
      - (ii) A description of the Architectural, Engineering, Land Surveying or Related Services the Department seeks;
      - (iii) How and where Consultants may obtain a copy of the RFP or RFQ; and
      - (iv) The deadline for submitting a Proposal or response to the RFP or RFQ.
- (3) **Request for Qualifications Procedure.** Departments may use the RFQ procedure to evaluate potential Consultants and establish a short list of qualified Consultants to whom the Department may issue an RFP for some or all of the Architectural, Engineering, Land Surveying or Related Services described in the RFQ.
  - (a) The Department shall include the following, at a minimum, in each RFQ:
    - (A) A brief description of the Project for which the Department is seeking Consultants;
    - (B) A description of the Architectural, Engineering, Land Surveying or Related Services the Department seeks for the Project;
    - (C) The deadline for submitting a response to the RFQ;
    - (D) A description of required Consultant qualifications for the Architectural, Engineering, Land Surveying or Related Services the Department seeks;
    - (E) The RFQ evaluation criteria, including weights or points applicable to each criterion;
    - (F) A statement whether or not the Department will hold a pre-qualification meeting for all interested Consultants to discuss the Project and the Architectural, Engineering, Land Surveying or Related Services described in the RFQ and if a pre-qualification meeting will be held, the date, time and location of the meeting and whether or not attendance is mandatory; and
    - (G) A Statement that Proposers responding to the RFQ do so solely at their expense, and the Department is not responsible for any Proposer expenses associated with the RFQ.
  - (b) The Department may include a request for any or all of the following in each RFQ:
    - (A) A statement describing Consultant's general qualifications and related performance information;

- (B) A description of Consultant's specific qualifications to perform the Architectural, Engineering, Land Surveying or Related Services described in the RFQ including Consultant's available resources and recent, current and projected workloads;
  - (C) A list of similar Architectural, Engineering, Land Surveying or Related Services and references concerning past performance, and a copy of all records, if any, of Consultant's performance under Contracts with any other contracting agency;
  - (D) The number of Consultant's experienced staff available to perform the Architectural, Engineering, Land Surveying or Related Services described in the RFQ, including such personnel's specific qualifications and experience and an estimate of the proportion of their time that such personnel would spend on those services;
  - (E) Approach to Architectural, Engineering, Land Surveying or Related Services described in the RFQ and design philosophy, if applicable;
  - (F) Proposer's geographic proximity to and familiarity with the physical location of the Project;
  - (G) Ownership status and employment practices regarding Women, minorities and Emerging Small Businesses or historically underutilized businesses;
  - (H) Any other information the Department deems reasonable and necessary to evaluate Consultants' qualifications; and
  - (I) Pricing policies, Proposals and other pricing information.
- (c) **RFQ Evaluation Committee.** The Department shall establish an RFQ evaluation committee of at least three (3) individuals to review, score, and rank the responding Consultants according to the Solicitation criteria. The Department may appoint to the evaluation committee, Department employees, or employees of other public entities, with experience in architecture, engineering, or land surveying, Related Services, construction or public contracting. The Department may include on the evaluation committee private practitioners of architecture, engineering, land surveying or related professions. The Department shall designate one (1) member of the evaluation committee from the County as the evaluation committee chairperson.
- (d) The Department may use any reasonable screening or evaluation method to establish a short list of qualified Consultants, including but not limited to:
- (A) Requiring Consultants responding to an RFQ to achieve a Threshold score before qualifying for placement on the short list;
  - (B) Placing a pre-determined number of the highest scoring Consultants on a short list;
- (e) After the evaluation committee reviews, scores and ranks the responding Consultants, the Department shall establish a short list of at least three (3) qualified Consultants, provided however, that if four or fewer Consultants responded to the RFQ, then:
- (A) The Department may establish a short list of fewer than three (3) qualified Consultants; or
  - (B) CPCA may cancel the RFQ and issue an RFP.
- (f) No Consultant will be eligible for placement on the Department's short list established under Section (3) of this Rule if the Consultant or any of Consultant's principals, partners or associates is a member of the Department's RFQ evaluation committee.

- (g) Except when the RFQ is cancelled, CPCA shall provide a copy of the subsequent RFP to each Consultant on the short list.
- (4) **Formal Selection of Consultants Through Request for Proposals.** Departments shall use the following procedure when issuing an RFP for a Contract described in Section (1) of this Rule.
  - (a) **RFP Required Contents.** Departments using the Formal Selection Procedure shall include at least the following in each Request for Proposals, whether or not the RFP is preceded by an RFQ:
    - (A) General background information, including a description of the Project and the specific Architectural, Engineering, Land Surveying or Related Services sought for the Project, the estimated Project cost, the estimated time period during which the Project is to be completed, and the estimated time period in which the specific Architectural, Engineering, Land Surveying or Related Services sought will be performed.
    - (B) The RFP evaluation process and criteria which will be used to select the most qualified Proposer, including the number of points applicable to each criterion. If the RFP does not indicate the applicable number of points, then each criterion is worth the same number of points. Evaluation criteria may include, but are not limited to, the following:
      - (i) Proposer's availability and capability to perform the Architectural, Engineering, Land Surveying or Related Services described in the RFP;
      - (ii) Experience of Proposer's key staff persons in providing similar Architectural, Engineering, Land Surveying or Related Services on comparable Projects;
      - (iii) The amount and type of resources, and number of experienced staff persons Proposer has available to perform the Architectural, Engineering, Land Surveying or Related Services described in the RFP;
      - (iv) The recent, current and projected workloads of the staff and resources referenced in this Section;
      - (v) The proportion of time Proposer estimates that the staff referenced in this Section, would spend on the Architectural, Engineering, Land Surveying or Related Services described in the RFP;
      - (vi) Proposer's demonstrated ability to successfully complete similar Architectural, Engineering, Land Surveying or Related Services on time and within budget, including whether or not there is a record of satisfactory performance under Rule 48-0120 (List of Interested Consultants; Performance Record);
      - (vii) References and recommendations from past clients;
      - (viii) Proposer's performance history in meeting deadlines, submitting accurate estimates, producing high quality Work, and meeting financial obligations;
      - (ix) Status and quality of any required license or certification;
      - (x) Proposer's knowledge and understanding of the Project and Architectural, Engineering, Land Surveying or Related Services described in the RFP as shown in Proposer's approach to staffing and scheduling needs for the Architectural, Engineering, Land Surveying or Related Services and proposed solutions to any perceived design and constructability issues;

- (xi) Results from interviews, if conducted;
  - (xii) Design philosophy, if applicable, and approach to the Architectural, Engineering, Land Surveying or Related Services described in the RFP;
  - (xiii) Any other criteria relevant to the Project and Architectural, Engineering, Land Surveying or Related Services described in the RFP, including, where the nature and budget of the Project so warrant, a design competition between competing Proposers;
  - (xiv) Conditions or limitations, if any, that may constrain or prohibit the selected Consultant's ability to provide additional services related to the Project, including construction services; and
  - (xv) If interviews are possible, the weight or points applicable to the potential interview;
- (C) The RFP shall include at a minimum the following provisions:
- (i) The date and time Proposals are due, and the delivery location for Proposals;
  - (ii) Reservation of the right to seek clarifications of each Proposal;
  - (iii) Reservation of the right to negotiate a final Contract that is in the best interest of the County;
  - (iv) Reservation of the right to reject any or all Proposals and reservation of the right to cancel the RFP at anytime if doing either would be in the public interest;
  - (v) A Statement that Proposers responding to the RFP do so solely at their expense, and the County is not responsible for any Proposer expenses associated with the RFP;
  - (vi) A statement directing Proposers to the protest procedures set forth in these Rules;
  - (vii) Any other special Contract requirements;
  - (viii) A statement whether or not a pre-Proposal meeting will be held for all interested Consultants to discuss the Project and the Architectural, Engineering, Land Surveying or Related Services described in the RFP and if a pre-Proposal meeting will be held, the location of the meeting and whether or not attendance is mandatory;
  - (ix) A request for any other information reasonably necessary to permit the County to evaluate, rank and select the most qualified Proposer to perform the Architectural, Engineering, Land Surveying or Related Services described in the RFP;
  - (x) A sample form of the Contract; and
  - (xi) Pricing policies, Proposals and other pricing information.
- (5) **RFP Evaluation Committee.** The Department shall establish a committee of at least three (3) individuals to review score and rank Proposals according to the evaluation criteria set forth in the RFP. If the RFP has followed an RFQ, the Department may include the same members who served on the RFQ evaluation committee. The Department may appoint to the evaluation

committee, Department employees, or employees of other public agencies, with experience in architecture, engineering, land surveying, related services, construction or public contracting.

- (6) No Proposer will be eligible for Award of the Contract under the RFP if the Proposer or any of Proposer's principals, partners or associates is a member of the RFP evaluation committee for the Contract.
- (7) If the RFP provides for the possibility of Proposer interviews, the evaluation committee may elect to interview Proposers if the evaluation committee considers it necessary or desirable. If the evaluation committee conducts interviews, it shall Award up to the number of points indicated in the RFP for the anticipated interview.
- (8) The evaluation committee shall provide to the CPCA Manager the results of the scoring and ranking for each Proposer.
- (9) **Initial Negotiations.** The Department will begin negotiating a Contract with the highest ranked Proposer. The Department shall direct Negotiations toward obtaining Written agreement on:
  - (a) Consultant's performance obligations and performance schedule;
  - (b) Payment methodology and a maximum amount payable to Contractor for the Architectural, Engineering, Land Surveying or Related Services required under the Contract that is fair and reasonable to the Department as determined solely by the Department, taking into account the value, scope, complexity and nature of the Architectural, Engineering, Land Surveying or Related Services; and
  - (c) Any other provisions the Department believes to be in the Department's best interest to negotiate.
- (10) **Subsequent Negotiations.** The Department shall, either orally or in Writing, formally terminate Negotiations with the highest ranked Proposer if the Department and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. The Department may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, in accordance with subsection (9) of this Rule, until Negotiations result in a Contract. If Negotiations with any Proposer do not result in a Contract within a reasonable amount of time, the Department may determine to end the particular formal Solicitation. In such event, CPCA shall issue an appropriate notice of the Department's decision. Nothing in this Rule precludes the County from proceeding with a new formal Solicitation for the same Architectural, Engineering, Land Surveying or Related Services described in the RFP that failed to result in a Contract.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279C.110

#### **48-0230 Ties Among Proposers**

- (1) If the County is selecting a Consultant on the basis of qualifications alone and determines after the ranking of Proposers that two or more Proposers are equally qualified, the County may select a candidate through any process that the County believes will result in the best value for the County, taking into account the scope, complexity and nature of the Architectural, Engineering, Land Surveying or Related Services. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of the Department and Proposers and shall protect the integrity of the public contracting process. Once a tie is broken,

the County and the selected Proposer shall proceed with Negotiations under Rules 48-0210(3) or 48-0220(9), as applicable.

- (2) If the County is selecting a Consultant on the basis of price alone, or on the basis of price and qualifications, and determines after the ranking, following all allowable methods of proposal evaluation including oral evaluations or interviews that two or more Proposers are equal in terms of price or are equal in terms of price and qualifications, then the County shall follow the procedure set forth in Rule 46-0300.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279C.110

#### **48-0240 Protest Procedures**

- (1) **RFP Protest and Request for Change.** Consultants may submit a Written protest of anything contained in an RFP and may request a change to any provision, Specification or Contract term contained in an RFP, no later than ten (10) Days prior to the date Proposals are due unless a different deadline is indicated in the RFP. Each protest and request for change shall include the reasons for the protest or request, and any proposed changes to the RFP provisions, Specifications or Contract terms. The CPCA Manager will not consider any protest or request for change that is submitted after the submission deadline.
- (2) **Protest of Consultant Selection.** The CPCA Manager shall provide notice to all Proposers of intent to Award the Contract to the highest ranked Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a Written protest of the selection to CPCA Manager no later than seven (7) Days after the date of the selection notice unless a different deadline is indicated in the RFP. A Proposer submitting a protest shall claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Architectural, Engineering, Land Surveying or Related Services described in the RFP. The CPCA Manager will not consider any protest that is submitted after the submission deadline.
- (3) **Decision.** The CPCA Manager shall resolve all timely submitted protests within a reasonable time following receipt of the protest and once resolved, shall promptly issue a Written decision on the protest to the Proposer who submitted the protest.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279A.065, ORS 279C.110

#### **48-0250 Solicitation Cancellation; Rejection; Costs**

The CPCA Manager may cancel a Solicitation whether direct appointment, informal or formal, or reject all Proposals or responses to RFPs or RFQs, or any combination of the foregoing, without liability to the County at anytime after issuing an RFP or RFQ, if it is in the public interest to do so. Consultants responding to either solicitations or RFQs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs or RFQs.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279A.065

#### **48-0310 Contract Reinstatements; Effect of Material Alteration or Delay of Project**

- (1) **Compensation.** When a Contract expires and is reinstated pursuant to this Rule, the County may compensate the Consultant for Architectural, Engineering, Land Surveying or Related Services performed in the interim between the expiration of the original Contract and the reinstatement.
- (2) **Agreement-to-Agree Reinstatement.** When an Agreement-To-Agree expires and is reinstated pursuant to this Rule, the County may compensate the Consultant for Architectural, Engineering and Land Surveying and Related Services performed under a Contract resulting from a Work order issued under the Agreement-To-Agree, during the time period between the expiration of the Agreement-To-Agree and the reinstatement.
- (3) **Reasons.** Contracts or Agreements-To-Agree may be reinstated for any of the following reasons:
  - (a) When an administrative error or oversight is discovered, the Department may submit, for approval by the CPCA Manager, an Amendment to reinstate the Contract; or
  - (b) If the project for which the Consultant has been selected and awarded becomes inactive, or is terminated, whether due to project phasing, or insufficient appropriations, separately or combined, the Department may, if the project is reactivated, retain the same Consultant to complete the Architectural, Engineering, Land Surveying Related Services required under the Contract if the Department Director makes Written findings that retaining the Consultant:
    - (A) Is not likely to encourage favoritism or substantially diminish competition in the awarding of Architectural, Engineering, Land Surveying or Related Services Contracts;
    - (B) Will result in substantial cost savings to the County; and
    - (C) Is in the best interest of the County.
- (4) **Effect of Material Alteration or Delay of Project.** If the Department delays or delays and then materially alters a Project for which the County has entered into a Contract, and the Contract has expired or been terminated, the County may enter into a Contract with the same Consultant to perform either the same Architectural, Engineering, Land Surveying or Related Services described in the Contract or Architectural, Engineering, Land Surveying or Related Services as amended to reflect the Department's material alteration of the Project if no more than one year has passed since expiration or termination of the Contract and the Department makes Written findings that entering a Contract with Consultant:
  - (a) Will promote efficient use of public funds and resources and result in substantial cost savings;
  - (b) Will not encourage favoritism in the contracting process; and
  - (c) Will not substantially diminish competition for future Contracts with Consultants.

Stat. Auth.: ORS 279A.050; ORS 279A.065(5)(a); and ORS 279A.070

Stats. Implemented: ORS 279A.065, ORS 279A.070, ORS 279C.110, and ORS 279A.140

#### **48-0320 Special Contract Processes**

- (1) Consultants for Agreements-To-Agree shall be selected, and the Department shall obtain Architectural, Engineering, Land Surveying or Related Services by selecting a Consultant or Consultants in the following manner:
  - (a) The Department selects one (1) or more Consultants under the applicable provisions of Rules 48-0200, 48-0210, or 48-0220.
  - (b) The Department develops documents that include a specific Statement of Work for each anticipated Contract under the Agreement-To-Agree document.
  - (c) When the Department selects more than one (1) Consultant under the Agreement-To-Agree Solicitation process, the Department shall identify a standard in the Solicitation Document and the Agreement-to-Agree to be used in assigning particular Architectural, Engineering, Land Surveying or Related Services under the Agreements-To-Agree.
- (2) Design-Build Contracts involve the provision of both design and construction services for Public Improvements under one (1) Contract. Under most circumstances, Design-Build Contracts are Mixed Contracts with the predominate purpose of the Contract involving construction of the Public Improvement. If the predominate purpose of the Contract is to obtain Architectural, Engineering, Land Surveying or Related Services, selection may proceed under these Division 48 Rules. Otherwise, the selection process will require an Exemption from Competitive Bidding under Division 49, unless the Design-Build Contract is to be awarded to the Responsible Bidder submitting the lowest Responsive Bid.

Stat. Auth.: ORS 279A.065(5)(a); ORS 279A.070

Stats. Implemented: ORS 279C.110 and ORS 279C.115

#### **48-0330 Contract Amendments**

- (1) The County may amend any Contract if the County, in its sole discretion, determines that the amendment is within the scope of services contemplated under the Solicitation and that the amendment would not materially impact the field of competition for the services described in the Solicitation. In making this determination, the Department shall consider potential alternative methods of procuring the services contemplated under the proposed amendment. An amendment would not materially impact the field of competition for the services described in the Solicitation if the Department reasonably believes that the number of Proposers would not significantly increase if the Solicitation were re-issued to include the additional services.
- (2) The County may amend any Contract if the additional services are required by reason of existing or new laws, rules, regulations or ordinances of federal, state or local agencies that affect performance of the original Contract.
- (3) All amendments to Contracts shall be in Writing, shall be Signed by an authorized representative of the Consultant and the Department.
- (4) A Department shall have authority to authorize increases resulting from amendments to a Contract provided that the total of all such increases shall not exceed 20 percent of the original Contract Price. Increases in excess of this limit shall be approved by the Board prior to authorization of performance of the Work.
- (5) Every Contract for Architectural, Engineering, Land Surveying and Related Services shall comply with the requirements of this Rule including Contracts advertised, or if not advertised, entered into prior to March 1, 2005.



## **DIVISION 49 GENERAL PROVISIONS RELATED TO PUBLIC CONTRACTS FOR CONSTRUCTION SERVICES**

### **49-0100 Application**

- (1) These Division 49 Rules apply to Public Improvement Contracts as well as Public Contracts for ordinary construction Services that are not Public Improvements as identified.
- (2) These Division 49 Rules address matters covered in ORS Chapter 279C (with the exception of Architectural, Engineering, Land Surveying and Related Services, all of which are addressed in Division 48.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065

### **49-0110 Policies**

In addition to the general Code policies set forth in ORS 279A.015, the ORS 279C.300 policy on competition and the ORS 279C.305 policy on least-cost for Public Improvements apply to these Division 49 Rules.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.300 & ORS 279C.305

### **49-0130 Competitive Bidding Requirement**

A Department shall solicit Bids for Public Improvement Contracts by Invitation to Bid, except as otherwise allowed or required pursuant to ORS 279C.335 on Competitive Bidding exceptions and Exemptions, 279A.030 on federal law overrides or 279A.100 on affirmative action. Also see Rule 49-0600 to 49-0690 regarding the use of Alternative Contracting Methods and the Exemption process.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335

### **49-0140 Contracts for Construction Other Than Public Improvements**

- (1) **Procurement Under ORS Chapter 279B.** Pursuant to ORS 279C.320, Public Contracts for construction services that are not Public Improvement Contracts, other than Emergency Contracts regulated under ORS 279C.335(6) and Rule 49-0150, may be procured and amended as general Trade Services under the provisions of Division 47 rather than under the provisions of these Division 49 Rules. This includes, but is not limited to, Contracts for minor alteration, ordinary repair or maintenance necessary to preserve a Public Improvement.
- (2) **Application of ORS Chapter 279C.** Non-procurement provisions of ORS Chapter 279C and these Division 49 Rules may still be applicable to the resulting Contracts. See, for example, particular statutes on Disqualification (ORS 279C.440, 445 and 450); Legal Actions (ORS 279C.460 and 465); Required Contract Conditions (ORS 279C.505, 515, 520 and 530); Hours of Labor (ORS 279C.540 and 545); Retainage (ORS 279C.550, 560 and 565); Subcontracts (ORS 279C.580); Action on Payment Bonds (ORS 279C.600, 605, 610, 615, 620 and 625); Termination (ORS 279C.650, 650, 660 and 670); and all of the Prevailing Wage Rates requirements (ORS 279C.800 to 870) for Public Works Contracts.

Stat. Auth.: ORS 279A.065  
Stats. Implemented: ORS 279C.320

#### **49-0150 Emergency Contract Procedure; Waiver of Bond Requirements**

- (1) **Emergency Procedure.** In the event of an Emergency that requires prompt execution of a Public Contract for Emergency construction or repair Work the procedures in Rules 47-0280 and 47-0800(4) shall be followed.
- (2) **Waiver of Bond Requirements.** The Emergency declaration may also state that the County waives the requirement of furnishing a performance bond and payment bond for the Emergency Contract. If the declaration so provides, those bond requirements are excused for the Procurement but this Emergency declaration does not affect the requirement for separate BOLI Public Works bonds required under 279C.830. See Rule 49-0815 and BOLI Rule OAR 839-025-0020.

Stat. Auth.: ORS 279A.065  
Stats. Implemented: ORS 279C.335 and 279C.380

#### **49-0160 Informal Quotes and Amendments**

- (1) **General.** Public Improvement Contracts estimated by the Department not to exceed \$75,000, or not to exceed \$50,000 in the case of Contracts for highways, bridges and other transportation projects, may be Awarded in accordance with Informal procedures for Quotes established by this Rule. A Procurement may not be artificially divided or fragmented so as to constitute an Informal Quote under this Rule or to circumvent Competitive Bidding requirements.
- (2) **Selection Criteria.** The selection criteria may be limited to price or some combination of price, experience, specific expertise, availability, project understanding, contractor capacity, responsibility and similar factors.
- (3) **Request for Quotes.** Departments shall utilize Written requests for Quotes for all projects estimated by the Department to exceed \$50,000 or if criteria other than cost will be used to award the Contract regardless of Contract amount. Written request for Quotes shall include:
  - (a) The selection criteria to be utilized in selecting a Contractor and, if the criteria are not of equal value, their relative value or ranking;
  - (b) A complete description of the proposed Work;
  - (c) Location and deadline for submittal of Quotes;
  - (d) The prevailing wage provisions of ORS 279C.800 to 279C.870, when applicable;
    - (A) If no federal funds are being used to fund the work, the wage rates established under ORS 279C.815(2)(a) shall be attached to the contract.
    - (B) If federal funds are being used to fund the work, the wage rates established under ORS 279C.815(2)(b) shall be attached to the contract.
  - (e) The performance bond, payment bond and BOLI Public Works bond requirements of ORS 279C.380 and 279C 830, when applicable;
  - (f) The contractor registration requirements of ORS 701; and
  - (g) Any other law applicable to such a Contract.

- (4) **Number of Quotes; Record Required.** Departments may let Public Improvement Contracts between \$5,000 and the limits set forth in subsection (1) of this Rule without formal Competitive Bidding if the Contract is for a single project and is not a component of or related to any other project and the requirements of this subsection are met. When the amount of the Contract does not exceed \$5,000 and the Contract otherwise meets the requirements of this section, Departments are exempt from Competitive Solicitation; however, Departments shall where practicable, obtain Informal Quotes. When the amount of the Contract is more than \$5,000 but equal to or less than the limits set forth in subsection (1) of this Rule, Informal Quotes shall be solicited in the following manner:
- (a) A minimum of three (3) Quotes shall be solicited from vendors who can reasonably be expected to provide a Quote. If three (3) Quotes are not available, a lesser number will suffice provided a Written record is made of the effort to obtain the Quotes.
  - (b) Of the three (3) Quotes provided for in the previous subsection, one (1) shall be obtained from an MBE, one (1) from a WBE, and one (1) from an ESB. More than three (3) Quotes may be solicited providing that the additional Quotes are solicited from MBEs, WBEs and ESBs. Additional Quotes shall not be solicited except as provided in the following subsection.
  - (c) If a Quote is not available in a particular category from an MBE, WBE, or ESB Contractor certified by the State of Oregon for the type of Work required, an additional Quote shall be obtained from one (1) of the other categories. If three (3) Quotes are not available from all of the categories combined, the remaining Quote(s) may be obtained from any other contractor. A Quote shall be "not available" in a specific category (MBE, WBE, or ESB) if all contractors certified by the State in that category and located within 75 miles from the place where the Contract is to be performed, have been advised of the contracting opportunity, have been given a reasonable period of time under the circumstances to make a Quote, and have failed to provide a Quote within the time specified.
  - (d) If three (3) Quotes are not reasonably available from all sources, the Department shall make a Written record of the effort made to obtain those Quotes.
- (5) **Award.** If Awarded, the Department shall Award the Contract to the prospective contractor whose Quote will best serve the interests of the Department, taking into account price and any other selection criteria included in the Solicitation. If Award is not made to the Offeror offering the lowest price, the Department shall make a Written record of the basis for Award and place the record in the Procurement File.
- (6) **Price Increases.** Public Improvement Contracts obtained by competitive Quotes may be increased above the initial amount of Award by Department issuance of a Change to the Work or Amendment, pursuant to Rule 49-0910, within the following limitations:
- (a) A Department shall have authority to authorize increases resulting from all amendments to a Contract up to 20 percent of the original Contract Price, except for Contracts for the renovation or remodeling of a building in which case the aggregate increase resulting from all amendments shall not exceed 33 percent of the initial Contract Price. The CPCA Manager shall have authority to approve increases in excess of these limits so long as the total Contract amount does not exceed \$75,000 for Public Improvement Contracts or \$50,000 in the case of Contracts for highways, bridges and other transportation projects. Increases in excess of these limits shall be approved by the Board prior to authorization of performance of the Work.

- (7) The limitations in the previous section shall not apply where unit prices or additive alternates are provided for in the Contract which establish the cost basis for the additional Work or product and the Contract includes the terms and conditions for provision of the additional Work.
- (8) **Exemption from Requirement to Solicit Informal Quotes.** A Department may submit a Written request to the CPCA Manager seeking an Exemption from the requirement to solicit Informal Quotes. The request shall include description of the proposed selection procedure, a description of the Public Improvement and the circumstances that justify exemption from the requirement to solicit quotes. The CPCA Manager may require any additional information deemed necessary to evaluate the request for approval of the Exemption.

Stat. Auth.: ORS 279A.065

Stats. Implemented: Sections 132, 133 and 332a, Ch. 794 Oregon Laws 2003. Temporary provisions relating to competitive Quotes were not codified but compiled as Legislative Counsel notes following ORS 279C.410.

## **FORMAL PROCUREMENT RULES**

### **49-0200 Solicitation Documents for Invitations to Bid and Requests for Proposals**

- (1) **Solicitation Document.** The Solicitation Document shall include the following:
  - (a) **General Information.**
    - (A) Identification of the Public Improvement project, including the character of the Work, and applicable plans, Specifications and other Contract documents;
    - (B) Notice of any pre-Offer conference as follows:
      - (i) The time, date and location of any pre-Offer conference;
      - (ii) Whether attendance at the conference will be mandatory or voluntary; and
      - (iii) That statements made by the County's representatives at the conference are not binding upon the County unless confirmed by Written Addendum.
    - (C) The deadline for submitting mandatory prequalification applications and the class or classes of Work for which Offerors shall be prequalified if prequalification is a requirement;
    - (D) The name and title of the CPCA Manager as the person designated for receipt of Offers and CPCA contact Person (if different);
    - (E) Instructions and information concerning the form and submission of Offers, including the CPCA address to which Offers shall be delivered, any Bid or Proposal security requirements, and any other required information or special information, e.g., whether Offers may be submitted by Facsimile (See Rule 49-0300 regarding Facsimile Bids or Proposals and Rule 49-0310 regarding Facsimile Bids and Proposals);
    - (F) The time and date of Closing after which the County will not accept Offers, which time shall be not less than five (5) Days after the date of the last publication of the advertisement. Although a minimum of five (5) Days is prescribed, Departments are encouraged to use at least a 14 Day Solicitation period when feasible. If the Department is issuing an ITB that may result in a Public Improvement Contract

with a value in excess of \$100,000, CPCA shall designate a time of Closing consistent with the first-tier subcontractor disclosure requirements of ORS 279C.370(1)(b) and Rule 49-0360. For timing issues relating to Addenda, see Rule 49-0250;

- (G) The time, date and place of Opening;
  - (H) The office where the Specifications for the Work may be reviewed;
  - (I) A statement that each Bidder to an ITB shall identify whether the Bidder is a "Resident Bidder," as defined in ORS 279A.120;
  - (J) If the Contract resulting from a Solicitation will be a Contract for a Public Work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 276a), a statement that no Offer will be received or considered by the County unless the Offer contains a statement by the Offeror as a part of its Offer that "Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 or 40 U.S.C. 276a.";
  - (K) A statement that the County will not receive or consider an Offer for a Public Improvement Contract unless the Offeror is registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board, as specified in Rule 49-0230;
  - (L) Whether a Contractor or a subcontractor under the Contract shall be licensed under ORS 468A.720 regarding asbestos abatement projects;
  - (M) Contractor's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4);
  - (N) How the County will notify Offerors of Addenda and how the County will make Addenda available (See Rule 49-0250); and
  - (O) When applicable, instructions and forms regarding First-Tier Subcontractor Disclosure requirements, as set forth in Rule 49-0360.
- (b) Evaluation Process:
- (A) A statement that the County may reject any Offer not in compliance with all prescribed public contracting procedures and requirements, and may reject for good cause all Offers upon the County's finding that it is in the public interest to do so;
  - (B) The anticipated Solicitation schedule, deadlines, protest process and evaluation process;
  - (C) Evaluation criteria, including the relative value applicable to each criterion, that the Department will use to determine the Responsible Bidder with the lowest Responsive Bid (where Award is based solely on price) or the Responsible Proposer or Proposers with the best Responsive Proposal or Proposals (where use of Competitive Proposals is authorized under ORS 279C.335 and Rule 49-0620), along with the process the Department will use to determine acceptability of the Work;
    - (i) If the Solicitation Document is an Invitation to Bid, any special price evaluation factors shall be set forth in the Solicitation Document. Examples of such factors include, but are not limited to, conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or life-cycle cost formulas. Price evaluation factors need

not be precise predictors of actual future costs; but, to the extent possible, such evaluation factors shall be objective, reasonable estimates based upon information the Department has available concerning future use;

- (ii) If the Solicitation Document is a Request for Proposals, the Department shall refer to the additional requirements of Rule 49-0650; and
- (c) **Contract Provisions.** The Solicitation Document shall include all Contract terms and conditions, including warranties, insurance and bonding requirements, that the Department considers appropriate for the Public Improvement project. The Solicitation Document shall also include all applicable Contract provisions required by Oregon law as follows:
  - (A) Prompt payment to all Persons supplying labor or material; contributions to Industrial Accident Fund; liens and withholding taxes (ORS 279C.505(1));
  - (B) Demonstrate that an employee drug testing program is in place (ORS 279C.505(2));
  - (C) If the Contract calls for demolition Work described in ORS 279C.510(1), a condition requiring the Contractor to salvage or recycle construction and demolition debris, if feasible and cost-effective;
  - (D) If the Contract calls for lawn or landscape maintenance, a condition requiring the Contractor to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2));
  - (E) Conditions concerning payment of claims by the County (ORS 279C.515(1));
  - (F) Contractor and first-tier subcontractor liability for late payment on Public Improvement Contracts pursuant to ORS 279C.515(2), including the rate of interest;
  - (G) Person's right to file a complaint with the Construction Contractors Board for all Contracts related to a Public Improvement Contract (ORS 279C.515(3));
  - (H) Hours of labor in compliance with ORS 279C.520;
  - (I) Environmental and natural resources regulations (ORS 279C.525);
  - (J) Payment for medical care and attention to employees (ORS 279C.530(1));
  - (K) A Contract provision substantially as follows: "All employers, including Contractor, that employ subject Workers who Work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements." (ORS 279C.530(2));
  - (L) Maximum hours, holidays and overtime (ORS 279C.540);
  - (M) Time limitation on claims for overtime (ORS 279C.545);
  - (N) Requirement to pay prevailing wage rates (ORS 279C.800 to 279C.870);
    - (i) If no federal funds are being used to fund the work, the wage rates established under ORS 279C.815(2)(a) shall be attached to the contract.
    - (ii) If federal funds are being used to fund the work, the wage rates established under ORS 279C.815(2)(b) shall be attached to the contract.

- (O) Fee paid to BOLI (ORS 279C.830);
- (P) BOLI Public Works bond (ORS 279C.830 (3))
- (Q) Retainage (ORS 279C.550 to 279C.570);
- (R) Prompt payment policy, progress payments, rate of interest (ORS 279C.570);
- (S) Contractor's relations with subcontractors (ORS 279C.580);
- (T) Notice of claim (ORS 279C.605);
- (U) Contractor's certification that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence Work under the Contract.

(2) **Assignment or Transfer Restricted.** The Solicitation and the Contract shall also provide that:

- (a) The Contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the Contract, either in whole or in part, without the prior Written consent of the County.
- (b) Unless otherwise agreed by the County in Writing, such consent shall not relieve the Contractor of any obligations under the Contract and any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract.
- (c) If the County consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the County for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the County otherwise agrees in Writing.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.110, ORS 279A.120, ORS 279C.365, ORS 279C.370, ORS 279C.390, ORS 279C.505 to 580, ORS 279C.605, 279C.830, ORS 305.385, ORS 468A.720, ORS 701.005 & ORS 701.055

**49-0210 Notice and Advertising Requirements; Posting**

- (1) **Notice and Distribution Fee.** Notice shall be given as set forth below in subsections (a) through (c), to a number of Persons sufficient for the purpose of fostering and promoting competition. The Notice shall indicate where, when, how and for how long the Solicitation Document may be obtained and generally describe the Public Improvement project or Work. The Notice may contain any other appropriate information. CPCA may charge a fee or require a deposit for the Solicitation Document. CPCA may furnish Notice using any method determined to foster and promote competition, including:
  - (a) Mailing Notice of the availability of Solicitation Documents to Persons that have expressed an interest in County Procurements;
  - (b) Placing Notice on the CPCA web site; and
  - (c) Placing Notice on ORPIN.

- (2) **Advertising.** Pursuant to ORS 279C.360 and this Rule, CPCA shall advertise every Solicitation for competitive Bids or competitive Proposals for a Public Improvement Contract.
- (a) CPCA may publish by Electronic Advertisement. In addition CPCA may publish the advertisement for Offers in a newspaper of general circulation in the area where the Contract is to be performed and in as many additional issues and publications as CPCA may determine to be necessary or desirable to foster and promote competition.
  - (b) In addition to the publication required under subsection 2(a), CPCA shall publish an advertisement for Offers in at least one (1) trade newspaper of general statewide circulation if the Contract is for a Public Improvement with an estimated cost in excess of \$75,000.
  - (c) All advertisements for Offers shall set forth:
    - (A) The Public Improvement project;
    - (B) The office where Contract terms, conditions and Specifications may be reviewed;
    - (C) The date that Persons shall file applications for prequalification, if prequalification is a requirement, and the class or classes of Work for which Persons shall be prequalified;
    - (D) The scheduled Closing date, which shall not be less than five Days after the date of the last publication of the advertisement;
    - (E) The name and address of the CPCA Manager;
    - (F) The scheduled Opening; and
    - (G) If applicable, that the Contract is for a Public Work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 276(a)).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.360 & ORS 200.035

#### **49-0220 Prequalification of Offerors**

- (1) **Mandatory Prequalification.** A Department may require mandatory prequalification of Offerors for contracts to construct Public Improvements or to perform Public Works on forms prescribed by CPCA. Applications for Prequalification shall be postmarked not less than ten (10) Days prior to the Solicitation Closing date unless otherwise provided in the Solicitation Document. A Department shall indicate in the Solicitation Document if it will require mandatory prequalification. Mandatory prequalification is when a Solicitation Document conditions a Person's submission of an Offer upon the Person's prequalification. The CPCA Manager shall not consider an Offer from a Person that is not prequalified if the Department required prequalification.
- (2) **Prequalification Presumed.** If an Offeror is currently prequalified by either the Oregon Department of Transportation or the Oregon Department of Administrative Services to perform Contracts, the Offeror shall be rebuttably presumed qualified to perform similar Work for the County.
- (3) **Standards for Prequalification.** A Person may prequalify by demonstrating to the Department's satisfaction that the Person meets the standards of responsibility under Rule 49-0390(2).



- (4) **Notice of Denial.** If a Person fails to prequalify, CPCA shall notify the Person, specifying the reasons under subsection (3) of this Rule for denial of prequalification and informing the Person of the right to appeal and the right to a hearing under ORS 279C.445 and 279C.450.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.430 & ORS 279C.435

#### **49-0230 Eligibility to Bid or Propose; Registration or License**

- (1) **Construction Contracts.** The CPCA Manager shall not consider a Person's Offer to do Work as a Contractor, as defined in ORS 701.005(2), unless the Person has a current, valid certificate of registration issued by the Construction Contractors Board at the time the Offer is made.
- (2) **Landscape Contracts.** The CPCA Manager shall not consider a Person's Offer to do Work as a landscape contractor as defined in ORS 671.520(2), unless the Person has a current, valid landscape contractors license issued pursuant to ORS 671.560 by the State Landscape Contractors Board at the time the Offer is made.
- (3) **Noncomplying Entities.** The CPCA Manager shall deem an Offer received from a Person that fails to comply with this Rule nonresponsive and shall reject the Offer as stated in ORS 279C.365(1)(k), unless contrary to federal law or subject to different timing requirements set by federal funding agencies.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365, ORS 671.530 & ORS 701.055

#### **49-0240 Pre-Offer Conferences**

- (1) **Purpose.** The County may hold pre-Offer conferences with prospective Offerors prior to Closing, to explain the Procurement requirements, obtain information or to conduct site inspections.
- (2) **Required attendance.** The County may require attendance at the pre-Offer conference as a condition for making an Offer. Unless otherwise specified in the Solicitation Document, a mandatory attendance requirement is considered to have been met if, at any time during the mandatory meeting, a representative of an offering firm is present.
- (3) **Scheduled time.** If the County holds a pre-Offer conference, it shall be held within a reasonable time after the Solicitation Document has been issued, but sufficiently before the Closing to allow Offerors to consider information provided at that conference.
- (4) **Statements Not Binding.** Statements made by a County representative at the pre-Offer conference do not change the Solicitation Document unless the County confirms such statements with a Written Addendum to the Solicitation Document.
- (5) **Department Announcement.** The County shall set forth notice of any pre-Offer conference in the Solicitation Document in accordance with Rule 49-0200(1)(a)(B).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365 and 279C.370

#### **49-0250 Addenda to Solicitation Documents**

- (1) **Issuance; Receipt.** The CPCA Manager may change a Solicitation Document only by Written Addenda. An Offeror shall provide Written acknowledgement of receipt of all issued Addenda with its Offer, unless the CPCA Manager otherwise specifies in the Addenda or in the Solicitation Document.

- (2) **Notice and Distribution.** The CPCA Manager shall notify prospective Offerors of Addenda consistent with the standards of Notice set forth in Rule 49-0210(1). The Solicitation Document shall specify how the CPCA Manager will provide notice of Addenda and how the CPCA Manager will make the Addenda available (see, Rule 49-0200(1)(a)(N). For example, "The CPCA Manager will not mail notice of Addenda, but will publish notice of any Addenda on CPCA Website. Addenda may be downloaded off the CPCA Website. Offerors should frequently check the CPCA Website until Closing, i.e., at least once weekly until the week of Closing and at least once daily the week of the Closing."
- (3) **Timelines; Extensions.** The CPCA Manager shall issue Addenda within a reasonable time to allow prospective Offerors to consider the Addenda in preparing their Offers. The CPCA Manager may extend the Closing date if the CPCA Manager determines prospective Offerors need additional time to review and respond to Addenda. Except to the extent required by public interest, the Department shall not issue Addenda less than five (5) Days before the Closing unless the Addendum also extends the Closing.
- (4) **Request for Change or Protest.** Unless a different deadline is set forth in the Addendum, an Offeror may submit a Written request for change or protest to the Addendum, as provided in Rule 49-0260, by the close of the next Business Day after issuance of the Addendum, or up to the last day allowed to submit a request for change or protest under Rule 49-0260, whichever date is later. The CPCA Manager shall consider only an Offeror's request for change or protest to the Addendum; the CPCA Manager shall not consider a request for change or protest to matters not added or modified by the Addendum, unless the Offeror submits the request for change or protest before the deadline for receipt of request for change or protests as set forth in Rule 49-0260(2) and (3).

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.395 & ORS 279A.065

#### **49-0260 Request for Clarification or Change; Solicitation Protests**

- (1) **Clarification.** Prior to the deadline for submitting a Written request for change or protest, an Offeror may request that the CPCA Manager clarify any provision of the Solicitation Document. The CPCA Manager's clarification to an Offeror, whether orally or in Writing, does not change the Solicitation Document and is not binding on the County unless the CPCA Manager amends the Solicitation Document by Addendum.
- (2) **Request for Change.**
  - (a) **Delivery.** An Offeror may request in Writing a change to the Specifications or Contract terms and conditions. Unless otherwise specified in the Solicitation Document, an Offeror shall deliver the Written request for change to the CPCA Manager not less than ten (10) Days prior to Closing;
  - (b) **Content of Request for Change.**
    - (A) An Offeror's Written request for change shall include a statement of the requested change(s) to the Contract terms and conditions, including any Specifications, together with the reason for the requested change.
    - (B) An Offeror shall mark its request for change as follows:
      - (i) "Contract Provision Request for Change"; and
      - (ii) Solicitation Document number (or other identification as specified in the Solicitation Document).

(3) **Protest.**

- (a) **Delivery.** An Offeror may protest Specifications or Contract terms and conditions. Unless otherwise specified in the Solicitation Document, an Offeror shall deliver a Written protest on those matters to the CPCA Manager not less than ten (10) Days prior to Closing;
- (b) **Content of Protest.**
  - (A) An Offeror's Written protest shall include:
    - (i) A detailed statement of the legal and factual grounds for the protest;
    - (ii) A description of the resulting prejudice to the Offeror; and
    - (iii) A statement of the desired changes to the Contract terms and conditions, including any Specifications.
  - (B) An Offeror shall mark its protest as follows:
    - (i) "Contract Provision Protest"; and
    - (ii) Solicitation Document number (or other identification as specified in the Solicitation Document)
- (4) **County Response.** The CPCA Manager is not required to consider an Offeror's request for change or protest after the deadline established for submitting such request or protest. The CPCA Manager shall provide notice to the applicable Person if it entirely rejects a protest. If the CPCA Manager agrees with the Person's request or protest, in whole or in part, the CPCA Manager shall either issue an Addendum reflecting its determination under Rule 49-0260 or cancel the Solicitation under Rule 49-0270.
- (5) **Extension of Closing.** If the CPCA Manager receives a Written request for change or protest from an Offeror in accordance with this Rule, the CPCA Manager may extend Closing if the CPCA Manager determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the Solicitation Document.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.345 & ORS 279C365

**49-0270 Cancellation of Solicitation Document**

- (1) **Cancellation in the Public Interest.** The CPCA Manager may cancel a Solicitation for good cause if the CPCA Manager finds that cancellation is in the public interest. The reasons for cancellation shall be made part of the Procurement File.
- (2) **Notice of Cancellation.** If the CPCA Manager cancels a Solicitation prior to Opening, the CPCA Manager shall provide Notice of cancellation in in the same manner as provided in Rule 49-0210(1). Such notice of cancellation shall:
  - (a) Identify the Solicitation;
  - (b) Briefly explain the reason for cancellation; and
  - (c) If appropriate, explain that an opportunity will be given to compete on any resolicitation.
- (3) **Disposition of Offers.**
  - (a) **Prior to Offer Opening.** If the CPCA Manager cancels a Solicitation prior to Offer Opening, the CPCA Manager shall return all Offers it received to Offerors unopened,

provided the Offeror submitted its Offer in a hard copy format with a clearly visible return address. If there is no return address on the envelope, the CPCA Manager shall open the Offer to determine the source and then return it to the Offeror.

- (b) **After Offer Opening.** If the CPCA Manager cancels a Solicitation after Offer Opening, the CPCA Manager shall retain all such Offers as part of the Procurement File.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.395

#### **49-0280 Offer Submissions**

- (1) **Offer and Acceptance.** The Bid or Proposal is the Bidder's or Proposer's Offer to enter into a Contract.
  - (a) In Competitive Bidding, the Offer is always a "Firm Offer," i.e., the Offer shall be held open by the Offeror for acceptance for the period specified in Rule 49-0410. The Award of the Contract to a Bidder constitutes acceptance of the Offer and binds the Offeror to the Contract.
  - (b) In competitive Proposals, the Solicitation Document shall describe whether Offers are to be made and considered as "Firm Offers" that may be accepted without negotiation, as in the case of Competitive Bidding, or whether Offers are subject to Discussion, negotiation or otherwise are not to be considered as final offers. See Rule 49-0650 on Requests for Proposals and Rule 49-0290 on Bid or Proposal Security.
- (2) **Responsive Offer.** The County may Award a Contract only to a Responsible Offeror with a Responsive Offer.
- (3) **Contingent Offers.** Except to the extent that an Offeror is authorized to propose certain terms and conditions pursuant to Rule 49-0650, an Offeror shall not make an Offer contingent upon the acceptance of any terms or conditions (including Specifications) other than those contained in the Solicitation Document.
- (4) **Offeror's Acknowledgement.** By signing and returning the Offer, the Offeror acknowledges it has read and understands the terms and conditions contained in the Solicitation Document and that it accepts and agrees to be bound by the terms and conditions of the Solicitation Document. If the Request for Proposals permits Proposal of alternative terms under Rule 49-0650, the Offeror's Offer includes the nonnegotiable terms and conditions and any proposed terms and conditions offered for negotiation upon and to the extent accepted by the County in Writing.
- (5) **Instructions.** An Offeror shall submit and Sign its Offer in accordance with the Solicitation Document. An Offeror shall initial and submit any correction or erasure to its Offer prior to the Closing in accordance with the requirements for submitting an Offer under the Solicitation Document.
- (6) **Forms.** An Offeror shall submit its Offer on the form(s) provided in the Solicitation Document, unless an Offeror is otherwise instructed in the Solicitation Document.
- (7) **Documents.** An Offeror shall provide the County with all documents and Descriptive Literature required under the Solicitation Document.
- (8) **Facsimile Submissions.** If the County permits Facsimile Offers in the Solicitation Document, the Offeror may submit Facsimile Offers in accordance with the Solicitation Document. The CPCA Manager shall not consider Facsimile Offers unless authorized by the Solicitation Document.

(9) **Product Samples and Descriptive Literature.** A Department may require Product Samples or Descriptive Literature if it is necessary or desirable to evaluate the quality, features or characteristics of the offered items. The Department will dispose of Product Samples, or return or make available for return Product Samples to the Offeror in accordance with the Solicitation Document.

(10) **Identification of Offers.**

(a) To ensure proper identification and handling, Offers shall be submitted in a sealed envelope appropriately marked or in the envelope provided by the County, whichever is applicable.

(b) The County is not responsible for Offers submitted in any manner, format or to any delivery point other than as required in the Solicitation Document.

(11) **Receipt of Offers.** The Offeror is responsible for ensuring that CPCA receives its Offer at the required delivery point prior to the Closing, regardless of the method used to submit or transmit the Offer.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365 & ORS 279C.375

**49-0290 Bid or Proposal Security**

(1) **Security Amount.** If the Department requires Bid or Proposal security, it shall be not more than 10% or less than 5% of the Offeror's Bid or Proposal, consisting of the base Bid or Proposal together with all additive alternates. A Department shall not use Bid or Proposal security to discourage competition. The Solicitation Document shall clearly state any Bid or Proposal security requirements. The Offeror shall forfeit Bid or Proposal security after Award if the Offeror fails to execute the Contract and promptly return it with any required performance bond, payment bond, BOLI Public Works bond and, any required proof of insurance. See ORS 279C.365(4), ORS 279C.385 and ORS 279C. 830 .

(2) **Requirement for Bid Security (Optional for Proposals).** Except for Solicitations exempted under Rule 49-0460 (5), the Solicitation Document shall require Bid security for Solicitation of Bids for Public Improvements. The Solicitation Document may require Bid security even if the Board has exempted a class of Solicitations from Bid security. The County may require Proposal security in RFPs when Award of a Public Improvement Contract may be made without negotiation following receipt of a Firm Offer as described in Rule 49-0280(1)(b). See ORS 279C.400(5).

(3) **Form of Bid or Proposal Security.** Only the following forms of Bid or Proposal security may be accepted:

(a) A surety bond from a surety company authorized to do business in the State of Oregon;

(b) An irrevocable letter of credit issued by an insured institution as defined in ORS 706.008; or

(c) A cashier's check or Offeror's certified check.

(4) **Return of Security.** The CPCA Manager shall return or release the Bid or Proposal security of the successful Offeror and all unsuccessful Offerors after a Contract has been fully executed and all required bonds and insurance have been provided, or after all Offers have been rejected. The CPCA Manager may return the Bid or Proposal security of unsuccessful Offerors prior to Award if the return does not prejudice Contract Award and the security of at least the Bidders

with the three (3) lowest Bids, or the Proposers with the three (3) highest scoring Proposals, is retained pending execution of a Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365, ORS 279C.385 & ORS 279C.390

#### **49-0300 Facsimile Bids and Proposals**

- (1) **Authorization.** The CPCA Manager may authorize Offerors to submit Facsimile Offers. If Bid or Proposal security is or will be required, Facsimile Offers shall not be authorized unless a method has been established for receipt of such security. Prior to authorizing the submission of Facsimile Offers, the CPCA Manager shall determine that equipment and personnel are available which are capable of receiving the size and volume of anticipated Offers within a short period of time. In addition, the CPCA Manager shall establish administrative procedures and controls:
  - (a) To receive, identify, record and safeguard Facsimile Offers;
  - (b) To ensure timely delivery of Offers to the location of Opening; and
  - (c) To preserve the Offers as sealed.
- (2) **Provisions To Be Included in Solicitation Document.** In addition to all other requirements, if Facsimile Offer for Bids or Proposals are authorized, the following provisions shall be included in the Solicitation Document:
  - (a) A provision substantially in the form of the following: "A 'Facsimile Offer', as used in this Solicitation Document, means an Offer, modification of an Offer, or withdrawal of an Offer that is transmitted to and received by the County via a facsimile machine.";
  - (b) A provision substantially in the form of the following: "Offerors may submit Facsimile Offers in response to this Solicitation Document. The entire response shall arrive at the place and by the time specified in this Solicitation Document.";
  - (c) A provision that requires Offerors to Sign their Facsimile Offers;
  - (d) A provision substantially in the form of the following: "The County reserves the right to Award the Contract solely on the basis of the Facsimile Offer. However, upon the County's request the apparent successful Offeror shall promptly submit its complete original Signed Offer";
  - (e) The data and compatibility characteristics of the County's receiving facsimile machine as follows:
    - (A) Telephone number; and
    - (B) Compatibility characteristics, e.g., make and model number, receiving speed, communications protocol; and
  - (f) A provision that the County is not responsible for any failure attributable to the transmission or receipt of the Facsimile Offer including, but not limited to the following:
    - (A) Receipt of garbled or incomplete documents;
    - (B) Availability or condition of the receiving facsimile machine;
    - (C) Incompatibility between the sending and receiving facsimile machine;
    - (D) Delay in transmission or receipt of documents;

- (E) Failure of the Offeror to properly identify the Offer documents;
- (F) Illegibility of Offer documents; and
- (G) Security and confidentiality of data.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365

#### **49-0320 Pre-Closing Modification or Withdrawal of Offers**

- (1) **Modifications.** An Offeror may modify its Offer in Writing prior to the Closing. An Offeror shall prepare and submit any modification to its Offer in accordance with Rule 49-0280, unless otherwise specified in the Solicitation Document. Any modification shall include the Offeror's statement that the modification amends and supersedes the prior Offer. The Offeror shall mark the submitted modification as follows:
  - (a) Bid (or Proposal) Modification; and
  - (b) Solicitation Number (or Other Identification as specified in the Solicitation Document).
- (2) **Withdrawals.**
  - (a) An Offeror may withdraw its Offer by Written notice submitted on the Offeror's letterhead, Signed by an authorized representative of the Offeror, delivered to the location specified in the Solicitation Document (or the place of Closing if no location is specified), and received by the CPCA Manager prior to the Closing. The Offeror or authorized representative of the Offeror may also withdraw its Offer in Person prior to the Closing, upon presentation of appropriate identification and satisfactory evidence of authority.
  - (b) The CPCA Manager may release an unopened Offer withdrawn under subsection 2(a) to the Offeror or its authorized representative, after voiding any date and time stamp mark.
  - (c) The Offeror shall mark the Written request to withdraw an Offer as follows:
    - (A) Bid (or Proposal) Withdrawal; and
    - (B) Solicitation Number (or Other Identification as specified in the Solicitation Document).
- (3) **Documentation.** The CPCA Manager shall include all documents relating to the modification or withdrawal of Offers in the appropriate Procurement File.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.360, ORS 279C.365, ORS 279C.375 & ORS 279C.395

#### **49-0330 Receipt, Opening and Recording of Offers; Confidentiality of Offers**

- (1) **Receipt.** CPCA shall mechanically time-stamp or hand-mark each Offer and any modification upon receipt. CPCA shall not open the Offer or modification upon receipt, but shall maintain it as confidential and secure until Opening. If CPCA for any reason opens an Offer or a modification prior to the Opening, CPCA shall return the Offer or modification to its secure and confidential state until Opening and shall document the resealing for the Procurement File (e.g., "CPCA opened the Offer due to improper identification of the Offer").
- (2) **Opening and Recording.** CPCA shall publicly open Offers including any modifications made to the Offer pursuant to Rule 49-0320. In the case of Invitations to Bid, to the extent practicable, CPCA shall read aloud the name of each Bidder, the Bid price(s), and such other

information as CPCA considers appropriate. In the case of Requests for Proposals or voluminous Bids, if the Solicitation Document so provides, CPCA will not read Offers aloud.

- (3) **Availability.** After Opening, CPCA shall make Bids available for public inspection, but Proposals shall not be subject to disclosure until after notice of intent to Award is issued. In any event CPCA may withhold from disclosure those portions of an Offer that the Offeror designates as trade secrets or as confidential proprietary data in accordance with applicable law. See ORS 192.501(2); ORS 646.461 to 646.475. To the extent such designation is not in accordance with applicable law, those portions shall be made available for public inspection. The Offeror shall separate information designated as confidential from other nonconfidential information at the time of submitting its Offer. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential, and shall be publicly available regardless of an Offeror's designation to the contrary.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365, ORS 279C.375 & ORS 279C.395

#### **49-0340 Late Bids, Late Withdrawals and Late Modifications**

Any Offer received after Closing is late. An Offeror's request for withdrawal or modification of an Offer received after Closing is late. CPCA shall not consider late Offers, withdrawals or modifications except as permitted in Rule 49-0350.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365, ORS 279C.375 & ORS 279C.395

#### **49-0350 Mistakes**

- (1) **Generally.** To protect the integrity of the competitive Procurement process and to assure fair treatment of Offerors, CPCA should carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes.
- (2) **Treatment of Mistakes.** CPCA shall not allow an Offeror to correct or withdraw an Offer for an error in judgment. If CPCA discovers certain mistakes in an Offer after Opening, but before Award of the Contract, CPCA may take the following action:
  - (a) Waive, or permit an Offeror to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Offerors. Examples of minor informalities include an Offeror's failure to:
    - (A) Return the correct number of Signed Offers or the correct number of other documents required by the Solicitation Document;
    - (B) Sign the Offer in the designated block, provided a Signature appears elsewhere in the Offer, evidencing an intent to be bound; and
    - (C) Acknowledge receipt of an Addendum to the Solicitation Document, provided that it is clear on the face of the Offer that the Offeror received the Addendum and intended to be bound by its terms; or the Addendum involved did not affect price, quality or delivery.
  - (b) Correct a clerical error if the error is evident on the face of the Offer or other documents submitted with the Offer, and the Offeror confirms the correction in Writing. A clerical error is an Offeror's error in transcribing its Offer. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors,



instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Offer). In the event of a discrepancy, unit prices shall prevail over extended prices.

- (c) Permit an Offeror to withdraw an Offer based on one (1) or more clerical errors in the Offer only if the Offeror shows with objective proof and by clear and convincing evidence:
  - (A) The nature of the error;
  - (B) That the error is not a minor informality under this subsection or an error in judgment;
  - (C) That the error cannot be corrected or waived under subsection (b) of this section;
  - (D) That the Offeror acted in good faith in submitting an Offer that contained the claimed error and in claiming that the alleged error in the Offer exists;
  - (E) That the Offeror acted without gross negligence in submitting an Offer that contained a claimed error;
  - (F) That the Offeror will suffer substantial detriment if permission to withdraw the Offer is not granted;
  - (G) That the County's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the County or the public; and
  - (H) That the Offeror promptly gave notice of the claimed error to the County.
- (d) The criteria in subsection (2)(c) of this Rule shall determine whether the County will permit an Offeror to withdraw its Offer after Closing. These criterion also shall apply to the question of whether the County will permit an Offeror to withdraw its Offer without forfeiture of its Bid bond (or other Bid or Proposal security), or without liability to the County based on the difference between the amount of the Offeror's Offer and the amount of the Contract actually awarded by the County, whether by Award to the next lowest Responsive and Responsible Bidder or the next best Responsive and Responsible Proposer, or by resort to a new solicitation.
- (3) **Rejection for Mistakes.** CPCA shall reject any Offer in which a mistake is evident on the face of the Offer and the intended correct Offer is not evident or cannot be substantiated from documents submitted with the Offer.
- (4) **Identification of Mistakes after Award.** The procedures and criteria set forth above are Offeror's only opportunity to correct mistakes or withdraw Offers because of a mistake. Following Award, an Offeror is bound by its Offer, and may withdraw its Offer or rescind a Contract entered into pursuant to this division 49 only to the extent permitted by applicable law.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375 & ORS 279C.395

#### **49-0360 First-Tier Subcontractors; Disclosure and Substitution**

- (1) **Required Disclosure.** Within two working hours after the Bid Closing on an ITB for a Public Improvement having a Contract Price anticipated by the Department to exceed \$100,000, all

Bidders shall submit to the Department a disclosure form as described by ORS 279C.370(2), identifying any first-tier subcontractors (those Entities that would be contracting directly with the prime Contractor) that will be furnishing labor or labor and materials on the Contract, if Awarded, whose subcontract value would be equal to or greater than:

- (a) Five percent of the total Contract Price, but at least \$15,000; or
- (b) \$350,000, regardless of the percentage of the total Contract Price.

(2) **Bid Closing, Disclosure Deadline and Bid Opening.** For each ITB to which this Rule applies, the CPCA Manager shall:

- (a) Set the Bid Closing on a Tuesday, Wednesday or Thursday, and at a time between 2 p.m. and 5 p.m., and provided that the two-hour disclosure deadline described by this Rule would not then fall on a legal holiday;
- (b) Open Bids publicly immediately after the Bid Closing; and
- (c) Consider for Contract Award only those Bids for which the required disclosure has been submitted by the announced deadline on forms prescribed in the Solicitation Document.

(3) **Bidder Instructions and Disclosure Form.** For the purposes of this Rule, the Solicitation shall:

- (a) Prescribe the disclosure form that shall be utilized, substantially in the form set forth in ORS 279C.370(2); and
- (b) Provide instructions in a notice substantially similar to the following:

**"Instructions for First-Tier Subcontractor Disclosure"**

Bidders are required to disclose information about certain first-tier subcontractors when the Contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the Contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder shall disclose the following information about that subcontract either in its Bid submission, or within two hours after Bid Closing:

- 1. The subcontractor's name,
- 2. The category of Work that the subcontractor would be performing, and
- 3. The dollar value of the subcontract.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the disclosure form.

**THE COUNTY SHALL REJECT A BID AS NONRESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see PCRB Rule 49-0360).**

- (4) **Submission.** A Bidder shall submit the disclosure form required by this Rule either in its Bid submission, or within two working hours after Bid Closing in the manner specified by the ITB.
- (5) **Responsiveness.** Compliance with the disclosure and submittal requirements of this Rule is a matter of Responsiveness. Bids that are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for Contract Award.

- (6) **CPCA Role.** CPCA shall obtain, and make available for public inspection, the disclosure forms required by this Rule. The Department shall provide copies of disclosure forms to the Bureau of Labor and Industries. Neither the CPCA Manager nor the Department are required to determine the accuracy or completeness of the information provided on disclosure forms.
- (7) **Substitution.** Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585, the Solicitation Document and the Contract. Departments shall accept Written submissions filed under that statute as public records. Aside from issues involving inadvertent clerical error under ORS 279C.585 and provisions of the Solicitation Document and Contract, the County does not have a statutory role or duty to review, approve or resolve disputes concerning such substitutions. See ORS 279C.590 regarding complaints to the Construction Contractors Board on improper substitution.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.370, ORS 279C.585, ORS 279C.590 & ORS 279C.835

#### **49-0370 Disqualification of Persons**

- (1) **Authority.** The CPCA Manager may disqualify a Person from consideration of Award of the County's Contracts after providing the Person with notice and a reasonable opportunity to be heard in accordance with these Rules.
- (2) **Standards for Disqualification.** The CPCA Manager may disqualify a Person for:
  - (a) Conviction for the commission of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
  - (b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that currently, seriously and directly affects the Person's responsibility as a Contractor.
  - (c) Conviction under state or federal antitrust statutes.
  - (d) Violation of a contract provision that is regarded by the County to be so serious as to justify Conduct Disqualification. A violation under this subsection (2)(d) may include but is not limited to material failure to perform the terms of a contract or an unsatisfactory performance in accordance with the terms of the contract. However, a Person's failure to perform or unsatisfactory performance caused by acts beyond the Person's control is not a basis for Disqualification.
  - (e) The Person does not carry workers' compensation or unemployment insurance as required by statute.
  - (f) Violation of ORS 279A.110(1).
- (3) **Notice of Intent to Disqualify.** The CPCA Manager shall notify the Person in Writing of a proposed Disqualification personally or by registered or certified mail, return receipt requested. This notice shall:
  - (a) State that the County intends to disqualify the Person;
  - (b) Set forth the reasons for the Disqualification;

- (c) Include a statement that the Person shall have a right to appeal the notice of intent to disqualify and have a hearing in accordance with Rule 49-0455 and a statement of the time within which an appeal shall be filed.
  - (d) Include a reference to the particular sections of the statutes and rules involved;
  - (e) State the proposed Disqualification period; and
  - (f) State that the Person may be represented by legal counsel at the hearing.
- (4) **Hearing.** The CPCA Manager shall schedule a hearing upon receipt of the Person's timely request. The CPCA Manager shall notify the Person of the time and place of the hearing and provide information on the procedures, right of representation and other rights related to the conduct of the hearing prior to hearing.
- (5) **Notice of Disqualification.** The CPCA Manager will notify the Person in Writing of its Disqualification, personally or by registered or certified mail, return receipt requested. The notice shall contain:
- (a) The effective date and period of Disqualification;
  - (b) The grounds for Disqualification; and
  - (c) A statement of the Person's appeal rights and applicable appeal deadlines. For a Conduct Disqualification, the Disqualified Person shall notify the CPCA Manager in Writing within three (3) Days after receipt of the notice of Disqualification if the Person intends to appeal the decision.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 200.065, ORS 200.075, ORS 279C.440, ORS 279C.445, ORS 279C.450 & ORS 279A.110

#### **49-0380 Bid or Proposal Evaluation Criteria**

- (1) **General.** A Public Improvement Contract, if Awarded, shall be Awarded to the Responsible Bidder submitting the lowest Responsive Bid, or to the Responsible Proposer submitting the best Responsive Proposal. See Rule 49-0390 and Rules 49-0600 to 49-0690.
- (2) **Bid Evaluation Criteria.** Invitations to Bid may solicit lump-sum Offers, unit-price Offers or a combination of the two.
  - (a) **Lump Sum.** If the ITB requires a lump-sum Bid, without additive or deductive alternates, or if the County elects not to Award additive or deductive alternates, Bids shall be compared on the basis of lump-sum prices, or lump-sum base Bid prices, as applicable. If the ITB calls for a lump-sum base Bid, plus additive or deductive alternates, the total Bid price shall be calculated by adding to or deducting from the base Bid those alternates selected by the Department, for the purpose of comparing Bids.
  - (b) **Unit Price.** If the Bid includes unit pricing for estimated quantities, the total Bid price shall be calculated by multiplying the estimated quantities by the unit prices submitted by the Bidder, and adjusting for any additive or deductive alternates selected by the Department, for the purpose of comparing Bids. The estimated quantity of the Procurement to be used for determination of the low Bidder shall be specified in the Solicitation Document. In the event of mathematical discrepancies between unit price and any extended price calculations submitted by the Bidder, the unit price shall govern. See Rule 49-0350(2)(b).

- (3) **Proposal Evaluation Criteria.** If the Board has exempted the Procurement of a Public Improvement from the Competitive Bidding requirements of ORS 279C.335(1), and has directed that an Alternative Contracting Method under ORS 279C.335(3) be used, the evaluation criteria shall be set forth in the Solicitation Documents. *See*, Rule 49-0650, ORS 279C.335 and 279C.405.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335

#### **49-0390 Offer Evaluation and Award; Determination of Responsibility**

- (1) **General.** If Awarded, the CPCA Manager shall Award the Contract to the Responsible Bidder submitting the lowest, Responsive Bid or the Responsible Proposer or Proposers submitting the best, Responsive Proposal or Proposals, provided that such Person is not listed by the Construction Contractors Board as disqualified to hold a Public Improvement Contract or is ineligible for Award as a Nonresident (as defined in ORS 279A.120) education service district. The CPCA Manager may Award by item, groups of items or the entire Offer provided such Award is consistent with the Solicitation Document and in the public interest.
- (2) **Determination of Responsibility.** Offerors are required to demonstrate their ability to perform satisfactorily under a Contract. Before Awarding a Contract, the CPCA Manager shall have information that indicates that the Offeror meets the standards of responsibility. To be a Responsible Offeror, the CPCA Manager shall determine that the Offeror:
- (a) Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
  - (b) Has a satisfactory record of contract performance. An Offeror's record of contract performance should be carefully scrutinized if the Offeror is or recently has been materially deficient in contract performance. In reviewing the Offeror's performance, the CPCA Manager should determine whether the Offeror's deficient performance was expressly excused under the terms of contract, or whether the Offeror took appropriate corrective action. The CPCA Manager may review the Offeror's performance on both private and Public Contracts in determining the Offeror's record of contract performance. The CPCA Manager shall make its basis for determining an Offeror not Responsible under this paragraph part of the Procurement File;
  - (c) Has a satisfactory record of integrity. An Offeror may lack integrity if the CPCA Manager determines the Offeror demonstrates a lack of business ethics such as violation of state environmental laws or false certifications made to a Department. The CPCA Manager may find an Offeror not Responsible based on the lack of integrity of any Person having influence or control over the Offeror (such as a key employee of the Offeror that has the authority to significantly influence the Offeror's performance of the Contract or a parent company, predecessor or successor Person). The standards for Conduct Disqualification under Rule 49-0370 may be used to determine an Offeror's integrity. The CPCA Manager shall make the basis for determining that an Offeror is not Responsible under this paragraph part of the Procurement File;
  - (d) Is qualified legally to contract with the County; and
  - (e) Has supplied all necessary information in connection with the inquiry concerning responsibility. If the Offeror fails to promptly supply information requested by the

County concerning responsibility, the CPCA Manager shall base the determination of responsibility upon any available information, or may find the Offeror not Responsible.

- (3) **Documenting Determination of Responsibility.** CPCA shall document compliance with ORS 279C.375 (3) and the above sections of this rule on a Responsibility Determination Form substantially as set forth in ORS 279.375(3)(c), and file that form with the Construction Contractors Board within 30 days after Contract Award.
- (4) **Evaluation.** The Department shall evaluate an Offer only as set forth in the Solicitation Document and in accordance with applicable law. The Department shall not evaluate an Offer using any other requirement or criterion.
- (5) **Offeror Submissions.**
  - (a) The Department may require an Offeror to submit Product Samples, Descriptive Literature, technical data, or other material and may also require any of the following prior to Award:
    - (A) Demonstration, inspection or testing of a product prior to Award for characteristics such as compatibility, quality or workmanship;
    - (B) Examination of such elements as appearance or finish; or
    - (C) Other examinations to determine whether the product conforms to Specifications.
  - (b) The Department shall evaluate product acceptability only in accordance with the criteria disclosed in the Solicitation Document to determine that a product is acceptable. The CPCA Manager shall reject an Offer providing any product that does not meet the Solicitation Document requirements. Rejection of an Offer because it offers nonconforming Work or materials is not Disqualification and is not appealable under ORS 279C.445.
- (6) **Evaluation of Bids.** The Department shall use only objective criteria to evaluate Bids as set forth in the ITB. The Department shall evaluate Bids to determine which Responsible Offeror offers the lowest Responsive Bid.
  - (a) **Nonresident Bidders.** In determining the lowest Responsive Bid, the CPCA Manager shall, in accordance with Rule 46-0310, add a percentage increase to the Bid of a Nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides.
  - (b) **Clarifications.** In evaluating Bids, a Department may seek information from a Bidder only to clarify the Bidder's Bid. Such clarification shall not vary, contradict or supplement the Bid. A Bidder shall submit Written and Signed clarifications and such clarifications shall become part of the Bidder's Bid.
- (7) **Evaluation of Proposals.** See Rule 49-0650 regarding Rules applicable to Requests for Proposals.

Stat. Auth.: ORS 279A.065, Oregon Laws 2005, chapter 413

Stats. Implemented: ORS 279C.335, ORS 279C.365, ORS 279C.375 & ORS 279C.395

#### **49-0395 Notice of Intent to Award**

- (1) **Notice.** At least seven (7) Days before the Award of a Public Improvement Contract, CPCA shall issue to each Offeror or post electronically or otherwise a notice of the County's intent

to Award the Contract. This requirement does not apply to informal competitive quotes or emergency Public Improvement Contracts.

- (2) **Finalizing Award.** The Award shall not be final until the later of the following: Seven (7) Days after the date of the notice, unless the Solicitation Document provided a different period for protest; or a after providing a Written response to all timely-filed protests that denies the protest and affirms the Award.
- (3) **Prior Notice Impractical.** Posting of notice of intent to Award shall not be required when the CPCA Manager determines that it is impractical due to unusual time constraints in making prompt Award for the immediate procurement needs, documents the Procurement File as to the reasons for that determination, and posts notice of that action as soon as reasonably practical.

Stat. Auth.: ORS 279A.065

Stat. Implemented: ORS 279C.375

#### **49-0400 Documentation of Award; Availability of Award Decisions**

- (1) **Basis of Award.** After Award, the CPCA Manager shall make a record showing the basis for determining the successful Offeror part of the Procurement File.
- (2) **Contents of Award Record for Bids.** The record shall include:
  - (a) All submitted Bids;
  - (b) Completed Bid tabulation sheet; and
  - (c) Written justification for any rejection of lower Bids.
- (3) **Contents of Award Record for Proposals.** Where the use of Requests for Proposals is authorized as set forth in Rule 49-0650, the record shall include:
  - (a) All submitted Proposals;
  - (b) The completed evaluation of the Proposals;
  - (c) Written justification for any rejection of higher scoring Proposals or for failing to meet mandatory requirements of the Request for Proposal; and
  - (d) If the Solicitation Document permitted Negotiations in accordance with Rule 49-0650, the Department's completed evaluation of the initial Proposals and the Department's completed evaluation of final Proposals.
- (4) **Contract Document.** The Department shall deliver a fully executed copy of the final Contract to the successful Offeror.
- (5) **Bid Tabulations and Award Summaries.** Upon request of any Person CPCA shall provide Bid tabulations or evaluation summaries of Proposals for a nominal charge to be determined by the CPCA Manager. Requests shall contain the Solicitation Document number and, if requested, be accompanied by a self-addressed, stamped envelope. CPCA may also provide tabulations of Bids and Proposals Awarded on the CPCA Website.
- (6) **Availability of Procurement Files.** CPCA shall make completed Procurement Files available for public review at the CPCA office.
- (7) **Copies from Procurement Files.** Any Person may obtain copies of material from Procurement Files upon payment of a reasonable charge.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365 & ORS 279C.375

#### **49-0410 Time for Department Acceptance; Extension**

- (1) **Time for Offer Acceptance.** An Offeror's Bid, or Proposal submitted as a Firm Offer, is irrevocable, valid and binding on the Offeror for not less than 30 Days from Closing unless otherwise specified in the Solicitation Document.
- (2) **Extension of Acceptance Time.** CPCA may request, orally or in Writing, that Offerors extend, in Writing, the time during which the County may consider and accept their Offer(s). If an Offeror agrees to such extension, the Offer shall continue as a Firm Offer, irrevocable, valid and binding on the Offeror for the agreed-upon extension period.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375

#### **49-0420 Negotiation With Bidders Prohibited**

- (1) **Bids.** Except as permitted by Rule 49-0430, a Department shall not negotiate with any Bidder prior to Contract Award. After Award of the Contract, the Department and Contractor may modify the resulting Contract only by change order or amendment to the Contract in accordance with Rule 49-0910.
- (2) **Requests for Proposals.** A Department may conduct Discussions or Negotiations with Proposers only in accordance with the requirements of Rule 49-0650.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.340 & ORS 279C.375

#### **49-0430 Negotiation When Bids Exceed Cost Estimate**

- (1) **Generally.** If all Responsive Bids from Responsible Bidders on a competitively Bid Project exceed the Department's Cost Estimate, prior to Contract Award the Department may negotiate Value Engineering and Other Options with the Responsible Bidder submitting the lowest, Responsive Bid in an attempt to bring the Project within the Department's Cost Estimate. The subcontractor disclosure and substitution requirements of Rule 49-0360 do not apply to Negotiations under this Rule.
- (2) **Definitions.** The following definitions apply to this Rule:
  - (a) **Cost Estimate.** The Department's most recent pre-Bid, good faith assessment of anticipated Contract costs, consisting either of an estimate of an architect, engineer or other qualified professional, or confidential cost calculation Worksheets, where available, and otherwise consisting of formal planning or budgetary documents.
  - (b) **Other Options.** Those items generally considered appropriate for negotiation in the RFP process, relating to the details of Contract performance as specified in Rule 49-0650, but excluding any material requirements previously announced in the Solicitation process that would likely affect the field of competition.
  - (c) **Project.** A Public Improvement.
  - (d) **Value Engineering.** The identification of alternative methods, materials or systems which provide for comparable function at reduced initial or life-time cost. It includes proposed changes to the plans, Specifications, or other Contract requirements which may



be made, consistent with industry practice, under the original Contract by mutual agreement in order to take advantage of potential cost savings without impairing the essential functions or characteristics of the Public Improvement. Cost savings include those resulting from life cycle costing, which may either increase or decrease absolute costs over varying time periods.

- (3) **Rejection of Bids.** In determining whether all Responsive Bids from Responsible Bidders exceed the Cost Estimate, only those Bids that have been formally rejected, or Bids from Bidders who have been formally disqualified by the County, shall be excluded from consideration.
- (4) **Scope of Negotiations.** The CPCA Manager shall not proceed with Contract Award if the scope of the Project is significantly changed from the original Bid. The scope is considered to have been significantly changed if the pool of competition would likely have been affected by the change; that is, if other Bidders would have been expected by the Department to participate in the Bidding process had the change been made during the Solicitation process rather than during negotiation. This Rule shall not be construed to prohibit resolicitation of trade subcontracts.
- (5) **Discontinuing Negotiations.** The Department may discontinue Negotiations at any time, and shall do so if it appears to the Department that the apparent low Bidder is not negotiating in good faith or fails to share cost and pricing information upon request. Failure to rebid any portion of the project, or to obtain subcontractor pricing information upon request, shall be considered a lack of good faith.
- (6) **Limitation.** Negotiations may be undertaken only with the lowest Responsive, Responsible Bidder.
- (7) **Public Records.** To the extent that a Bidder's records used in Contract Negotiations are public records, they are exempt from disclosure until after the negotiated Contract has been awarded or the negotiation process has been terminated, at which time they are subject to disclosure pursuant to the provisions of the Oregon Public Records Law, ORS 192.410 to 192.505.

Stat. Auth.: ORS 279C.340 & ORS 279A.065

Stats. Implemented: ORS 279C.340

#### **49-0440 Rejection of Offers**

##### **(1) Rejection of an Offer.**

- (a) The CPCA Manager shall reject any Offer upon finding that to accept the Offer may impair the integrity of the Procurement process or that rejecting the Offer is in the public interest.
- (b) The CPCA Manager shall reject an Offer upon a finding that the Offer:
  - (A) Is contingent upon acceptance of terms and conditions (including Specifications) that differ from the Solicitation Document;
  - (B) Takes exception to terms and conditions (including Specifications);
  - (C) Attempts to prevent public disclosure of matters in contravention of the terms and conditions of Solicitation Document or in contravention of applicable law;
  - (D) Offers Work that fails to meet the Specifications of the Solicitation Document;
  - (E) Is late;

- (F) Is not in substantial compliance with the Solicitation Documents;
- (G) Is not in substantial compliance with all prescribed public Solicitation procedures.
- (c) The CPCA Manager shall reject an Offer upon a finding that the Offeror:
  - (A) Has not been prequalified and the Solicitation Document required mandatory prequalification;
  - (B) Has been Disqualified;
  - (C) Has been declared ineligible under ORS 279C.860 by the Commissioner of Bureau of Labor and Industries and the Contract is for a Public Work;
  - (D) Is listed as not qualified by the Construction Contractors Board, if the Contract is for a Public Improvement;
  - (E) Has not met the requirements of ORS 279A.105 if required by the Solicitation Document;
  - (F) Has not submitted properly executed Bid or Proposal security as required by the Solicitation Document;
  - (G) Has failed to provide the certification required under subsection (3) of this Rule;
  - (H) Is not Responsible. See Rule 49-0390(2) regarding determination that the Offeror has met statutory standards of responsibility.
- (2) **Form of Business.** For purposes of this Rule, CPCA may investigate any Person submitting an Offer. The investigation may include that Person's officers, Directors, owners, affiliates, or any other Person acquiring ownership of the Person to determine application of this Rule or to apply the Disqualification provisions of ORS 279C.440 to 279C.450 and Rule 49-0370.
- (3) **Certification of Non-Discrimination.** An Offeror shall certify and deliver to the CPCA Manager Written certification, as part of the Offer that the Offeror has not discriminated and will not discriminate against minority, women or emerging business enterprises in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.
- (4) **Rejection of all Offers.** The CPCA Manager may reject all Offers for good cause upon a Written finding it is in the public interest to do so. If CPCA determines it is in the public interest to reject all offers Written notice shall be given to all Offerors.
- (5) **Criteria for Rejection of All Offers.** The CPCA Manager may reject all Offers upon a Written finding that:
  - (a) The content of or an error in the Solicitation Document, or the Solicitation process unnecessarily restricted competition for the Contract;
  - (b) The price, quality or performance presented by the Offerors is too costly or of insufficient quality to justify acceptance of the Offer;
  - (c) Misconduct, error, or ambiguous or misleading provisions in the Solicitation Document threaten the fairness and integrity of the competitive process;
  - (d) Causes other than legitimate market forces threaten the integrity of the competitive Procurement process. These causes include, but are not limited to, those that tend to limit competition such as restrictions on competition, collusion, corruption, unlawful anti-competitive conduct and inadvertent or intentional errors in the Solicitation Document;
  - (e) CPCA cancels the Solicitation in accordance with Rule 49-0270; or

- (f) Any other circumstance indicating that Awarding the Contract would not be in the public interest.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375, ORS 279C.380, ORS 279C.395, ORS 279A.105 & ORS 279A.110

#### **49-0450 Protest of Contractor Selection, Contract Award**

- (1) **Purpose.** An adversely affected or aggrieved Offeror shall exhaust all avenues of administrative review and relief before seeking judicial review of the Contractor selection or Contract Award decision.
- (2) **Notice of Competitive Range.** Unless otherwise provided in the RFP, when the competitive Proposal process is authorized under Rule 49-0650, the CPCA Manager shall provide Written notice to all Proposers of the determination of the Proposers included in the Competitive Range. The notice of the Proposers included in the Competitive Range shall not be final until the later of the following:
  - (a) 10 Days after the date of the notice, unless otherwise provided therein; or
  - (b) Until the CPCA Manager provides a Written response to all timely-filed protests that denies the protest and affirms the notice of the Proposers included in the Competitive Range.
- (3) **Notice of Intent to Award.** The CPCA Manager shall provide Written notice to all Offerors of the intent to Award the Contract as provided in Rule 49-0395.
- (4) **Right to Protest Award.**
  - (a) An adversely affected or aggrieved Offeror may submit to the CPCA Manager a Written protest of the intent to Award within seven (7) Days after issuance of the notice of intent to Award the Contract, unless a different protest period is provided under the Solicitation Document.
  - (b) The Offeror's protest shall be in Writing and shall specify the grounds upon which the protest is based.
  - (c) An Offeror is adversely affected or aggrieved only if the Offeror is eligible for Award of the Contract as the Responsible Bidder submitting the lowest Responsive Bid or the Responsible Proposer submitting the best Responsive Proposal and is next in line for Award, i.e., the protesting Offeror shall claim that all lower Bidders or higher-scored Proposers are ineligible for Award:
    - (A) Because their Offers were nonresponsive; or
    - (B) In making the Award, there was a substantial violation of a provision in the Solicitation Document or of an applicable Procurement statute or administrative rule, and the protesting Offeror was unfairly evaluated and would have, but for such substantial violation, been the Responsible Bidder offering the lowest Bid or the Responsible Proposer offering the highest-ranked Proposal.
  - (d) The CPCA Manager shall not consider a protest submitted after the time period established in this Rule or such different period as may be provided in the Solicitation Document. A Proposer may not protest a decision not to increase the size of the Competitive Range above the size of the Competitive Range set forth in the RFP.
- (5) **Right to Protest Competitive Range.**

- (a) An adversely affected or aggrieved Proposer may submit to the CPCA Manager a Written protest of the decision to exclude the Proposer from the Competitive Range within seven (7) Days after issuance of the notice of the Competitive Range, unless a different protest period is provided under the Solicitation Document. (See procedural requirements for the use of RFPs at Rule 49-0650.)
- (b) The Proposer's protest shall be in Writing and shall specify the grounds upon which the protest is based.
- (c) A Proposer is adversely affected only if the Proposer is responsible and submitted a Responsive Proposal and is eligible for inclusion in the Competitive Range, i.e., the protesting Proposer shall claim it is eligible for inclusion in the Competitive Range if all ineligible higher-scoring Proposers are removed from consideration, and that those ineligible Proposers are ineligible for inclusion in the Competitive Range because:
  - (A) Their Proposals were not responsive; or
  - (B) In excluding the Proposer from the Competitive Range, there was a substantial violation of a provision of the RFP, the Public Contracting Code or these Rules, and would have, but for such substantial violation, been included in the Competitive Range.
- (d) The CPCA Manager shall not consider a protest submitted after the time period established in this Rule or such different period as may be provided in the Solicitation Document. A Proposer may not protest a decision not to increase the size of the Competitive Range above the size of the Competitive Range set forth in the RFP.
- (6) **Authority to Resolve Protests.** The CPCA Manager may settle or resolve a Written protest submitted in accordance with the requirements of this Rule.
- (7) **Decision.** If a protest is not settled or resolved, the CPCA Manager shall promptly issue a Written decision on the protest.
- (8) **Award.** The successful Offeror shall promptly execute the Contract after the Award is final. The County shall execute the Contract only after all required documents and approvals have been obtained.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375, ORS 279C.380, ORS 279C.385 & ORS 279C.460

#### **49-0460 Performance and Payment Security; Waiver**

- (1) **Public Improvement Contracts.** Unless the required performance bond is waived under Rule 49-0460 (5), excused in cases of Emergency under Rule 49-0150 (2), or unless the Board exempts a Contract or classes of contracts from the required performance bond and payment bond pursuant to ORS 279C.390, the Contractor shall execute and deliver to the Department a performance bond and a payment bond each in a sum equal to the Contract Price for all Public Improvement Contracts. The requirement for the BOLI Public Works payment bond under ORS 279C.830 cannot be waived and shall be required on all public works contracts.
- (2) **Other Construction Contracts.** A Department may require performance security for other construction Contracts that are not Public Improvement Contracts. Such requirements shall be expressly set forth in the Solicitation Document.
- (3) **Requirement for Surety Bond.** If a performance bond is required, the Department shall accept only a performance bond furnished by a surety company authorized to do business in

Oregon. The Department may accept a cashier's check or certified check in lieu of all or a portion of the required performance bond if specified in the Solicitation Document. The payment bond shall be furnished by a surety company authorized to do business in Oregon, and in an amount equal to the full Contract Price.

- (4) **Time for Submission.** The apparent successful Offeror shall promptly furnish the required performance and payment security upon the Department's request. If the Offeror fails to furnish the all security bonds as requested, the County may reject the Offer and Award the Contract to the Responsible Bidder with the next lowest Responsive Bid or the Responsible Proposer with the next highest-scoring Responsive Proposal, and, at the County's discretion, the Offeror shall forfeit its Bid or Proposal security.
- (5) **Public Improvement Contracts \$75,000 or Less.** Departments may waive Bid or Proposal security and performance bond requirements if the amount of the Contract for the Public Improvement is \$75,000 or less or in the case of highways, bridges or other transportation projects, \$50,000 or less.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.375, ORS 279C.380 & ORS 279C.390

#### **49-0470 Substitute Contractor**

If the Contractor provided a performance bond, the Department may afford the Contractor's surety the opportunity to provide a substitute contractor to complete performance of the Contract. A substitute contractor shall perform all remaining Contract Work and comply with all terms and conditions of the Contract, including the provisions of the performance bond and the payment bond. Such substitute performance does not involve the Award of a new Contract and shall not be subject to the competitive Procurement provisions of ORS Chapter 279C.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.365, ORS 279C.370, ORS 279C.375, ORS 279C.380 & 279C.390

#### **49-0490 Foreign Contractor**

If the Contract Price exceeds \$10,000 and the Contractor is a Foreign Contractor, the Contractor shall promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, Contract duration and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report shall be forwarded to the County. The Department shall satisfy itself that the above requirements have been complied with before it authorizes issuance of final payment on the Contract.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.120

### **ALTERNATIVE CONTRACTING METHODS**

#### **49-0600 Purpose**

Rules 49-0600 to 49-0690 are intended to provide guidance regarding the use of Alternative Contracting Methods for Public Improvement Contracts, as may be directed by the Board under ORS 279C.335. Those methods include, but are not limited to, Design-Build, Energy Savings Performance Contract (ESPC) and Construction Manager/General Contractor (CM/GC) forms of contracting. As to ESPC contracting, Rules 49-0600 to 49-0690 implement the requirements of ORS 279C.335 pertaining to the adoption of Rules governing the procedures for entering into ESPCs.

Stat. Auth.: ORS 279C.335, 279A.065 & 351.086  
Stats. Implemented: ORS 279C.335, 279A.065 & 351.086

#### **49-0610 Definitions for Alternative Contracting Methods**

The following definitions shall apply to Rules 49-0600 to 49-0690, unless the context requires otherwise:

- (1) **Alternative Contracting Methods** means innovative Procurement techniques for obtaining Public Improvement Contracts, utilizing processes other than the traditional method of Design-Bid-Build (with Award based solely on price, in which a final design is issued with formal Bid documents, construction Work is obtained by sealed Bid Awarded to the lowest Responsive, Responsible Bidder, and the project is built in accordance with those documents). In industry practice, such methods commonly include variations of Design-Build contracting, CM/GC forms of contracting and ESPCs, which are specifically addressed in Rules 49-0600 to 49-0690, as well as other developing techniques such as general "performance contracting" and "cost plus time" contracting, for which procedural requirements are identified under Rules 49-0600 to 49-0690.
- (2) **Construction Manager/General Contractor (or "CM/GC")** means a form of Procurement that results in a Public Improvement Contract for a Construction Manager/General Contractor to undertake project team involvement with design development; constructability reviews; value engineering, scheduling, estimating and subcontracting services; establish a Guaranteed Maximum Price to complete the Contract Work; act as General Contractor; hold all subcontracts, self-perform portions of the Work as may be allowed by the County under the CM/GC Contract; coordinate and manage the building process; provide general Contractor expertise; and act as a member of the project team along with the Department, architects, engineers and other consultants. CM/GC also refers to a Contractor under this form of Contract, sometimes known as the "Construction Manager at Risk."
- (3) **Design-Build** means a form of Procurement that results in a Public Improvement Contract in which the construction Contractor also provides or obtains specified design services, participates on the project team with the Department, and manages both design and construction. In this form of Contract, a single Person provides the Department with all of the services necessary to both design and construct the project.
- (4) **Energy Conservation Measures (or "ECMs") (also known as "energy efficiency measures")** means, as used in ESPC Procurement, any equipment, fixture or furnishing to be added to or used in an existing building or structure, and any repair, alteration or improvement to an existing building or structure that is designed to reduce energy consumption and related costs, including those costs related to electrical energy, thermal energy, water consumption, waste disposal, and future contract-labor costs and materials costs associated with maintenance of the building or structure. For purposes of these Rules 49-0600 to 49-0690, use of either or both of the terms "building" or "structure" shall be deemed to include existing energy, water and waste disposal systems connected or related to or otherwise used for the building or structure when such system(s) are included in the project, either as part of the project together with the building or structure, or when such system(s) are the focus of the project. Maintenance services are not Energy Conservation Measures, for purposes of Rules 49-0600 to 49-0690.
- (5) **Energy Savings Guarantee** means the energy savings and performance guarantee provided by the ESCO under an ESPC Procurement, which guarantees to the County that certain energy savings and performance will be achieved for the project covered by the RFP, through the installation and implementation of the agreed-upon ECMs for the project. The Energy Savings Guarantee shall include, but shall not be limited to, the specific energy savings and

performance levels and amounts that will be guaranteed, provisions related to the financial remedies available to the County in the event the guaranteed savings and performance are not achieved, the specific conditions under which the ESCO will guarantee energy savings and performance (including the specific responsibilities of the County after final completion of the design and construction phase), and the term of the energy savings and performance guarantee.

- (6) **Energy Savings Performance Contract (or “ESPC”)** means a Public Improvement Contract between the County and a Qualified Energy Service Company for the identification, evaluation, recommendation, design and construction of Energy Conservation Measures, including a Design-Build Contract, that guarantee energy savings or performance.
- (7) **Guaranteed Maximum Price (or “GMP”)** means the total maximum price provided to the County by the Contractor, and accepted by the County, that includes all reimbursable costs of and fees for completion of the Contract Work, as defined by the Public Improvement Contract, except for material changes in the scope of Work. It may also include particularly identified contingency amounts.
- (8) **Measurement and Verification (or “M & V”)** means, as used in ESPC Procurement, the examination of installed ECMs using the International Performance Measurement and Verification Protocol (“IPMVP”), or any other comparable protocol or process, to monitor and verify the operation of energy-using systems pre-installation and post-installation.
- (9) **Project Development Plan** means a secondary phase of Personal Services and Work performed by an ESCO in an ESPC Procurement when the ESCO performs more extensive design of the agreed-upon ECMs for the project, provides the detailed provisions of the ESCO's Energy Savings Guarantee that the fully installed and commissioned ECMs will achieve a particular energy savings level for the building or structure, and prepares an overall report or plan summarizing the ESCO's Work during this secondary phase of the Work and otherwise explaining how the agreed-upon ECMs will be implemented during the design and construction phase of the Work; The term “Project Development Plan” can also refer to the report or plan provided by the ESCO at the conclusion of this phase of the Work.
- (10) **Qualified Energy Service Company (or “ESCO”)** means, as used in ESPC Procurement, a company, firm or other legal Person with the following characteristics: demonstrated technical, operational, financial and managerial capabilities to design, install, construct, commission, manage, measure and verify, and otherwise implement Energy Conservation Measures and other Work on building systems or building components that are directly related to the ECMs in existing buildings and structures; a prior record of successfully performing ESPCs on projects involving existing buildings and structures that are comparable to the project under consideration by the Department; and the financial strength to effectively guarantee energy savings and performance under the ESPC for the project in question, or the ability to secure necessary financial measures to effectively guarantee energy savings under an ESPC for that project.
- (11) **Technical Energy Audit** means, as used in ESPC Procurement, the initial phase of Personal Services to be performed by an ESCO that includes a detailed evaluation of an existing building or structure, an evaluation of the potential ECMs that could be effectively utilized at the facility, and preparation of a report to the Department of the ESCO's findings during this initial phase of the Work; the term “Technical Energy Audit” can also refer to the report provided by the ESCO at the conclusion of this phase of the Work.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335 & ORS 279A.065

#### **49-0620 Use of Alternative Contracting Methods**

- (1) **Competitive Bidding Exemptions.** ORS Chapter 279C requires a Competitive Bidding process for Public Improvement Contracts unless a statutory exception applies, a class of Contracts has been exempted or an individual Contract has been exempted in accordance with ORS 279C.335 and any applicable PCRB Rules. Use of Alternative Contracting Methods may be directed by the Board as an exception to the prescribed public contracting practices in Oregon, and their use shall be justified in accordance with the Code and Rules 49-0600 to 49-0690. See Rule 49-0630 regarding required findings and restrictions on class Exemptions.
- (2) **Energy Savings Performance Contracts.** Unlike other Alternative Contracting Methods covered by Rules 49-0600 to 49-0690, ESPCs are exempt from the Competitive Bidding process for Public Improvement Contracts pursuant to ORS 279C.335(1)(f), upon compliance with the procedures set forth in Rule 49-0600 to 49-0690 related to the Solicitation, negotiation and contracting for ESPC Work. If those procedures are not followed, an ESPC procurement may still be exempted from competitive Bidding requirements by following the exemption requirements in Rules 49-0620 (1) and 49-0630.
- (3) **Post-Project Evaluation.** ORS 279C.355 requires that the County prepare a formal post-project evaluation of Public Improvement projects in excess of \$100,000 for which the Competitive Bidding process was not used. The purpose of this evaluation is to determine whether it was actually in the County's best interest to use an Alternative Contracting Method. For each such project, the Department shall prepare and deliver the evaluation required by ORS 279C.335 to the Board within 30 Days of the date the Department "accepts" the Public Improvement project, as defined in the Contract. In the absence of such definition, acceptance of the Project occurs on the later of the date of final payment or the date of final completion of the Work. ORS 279C.355 describes the timing and content of this evaluation, with three required elements:
  - (a) Financial information, consisting of cost estimates, any Guaranteed Maximum Price, changes and actual costs;
  - (b) A narrative description of successes and failures during design, engineering and construction; and
  - (c) An objective assessment of the use of the Alternative Contracting Method as compared to the Exemption findings.

Stat. Auth.: ORS 279C.335 & 279A.065

Stats. Implemented: ORS 279C.335, ORS 279A.065, ORS 279C.355 & ORS 351.086

#### **49-0630 Findings, Notice and Hearing**

- (1) **Cost Savings Factors.** When findings are required under ORS 279C.335 to exempt a Contract or class of Contracts from Competitive Bidding requirements, the "substantial cost savings" criterion at ORS 279C.335(2)(b) allows consideration of the type, cost, amount of the Contract, number of Entities available to Bid, and "such other factors as may be deemed appropriate", and, if the Public Improvement relates to the operation, maintenance or construction of highways, bridges and other transportation facilities, that the exemption will result in substantial cost savings to the County or to the public.
- (2) **Required Information.** Likewise, the statutory definition of "findings" at ORS 279C.330 means the justification for a Board conclusion that includes, "but is not limited to," information regarding eight identified areas: Operational, budget and financial data, public benefits, value



engineering, specialized expertise required, public safety, market conditions, technical complexity, and funding sources.

- (3) **Addressing Cost Savings.** Accordingly, when the Contract or class of Contracts under consideration for an Exemption contemplates the use of Alternative Contracting Methods, the "substantial cost savings" requirement may be addressed by a combination of:
  - (a) Specified findings that address the factors and other information specifically identified by statute, including an analysis or reasonable forecast of future cost savings as well as present cost savings; and
  - (b) Additional findings that address industry practices, surveys, trends, past experiences, evaluations of completed projects required by ORS 279C.355 and related information regarding the expected benefits and drawbacks of particular Alternative Contracting Methods. To the extent practicable, such findings shall relate back to the specific characteristics of the project or projects at issue in the Exemption request.
- (4) **Favoritism and Competition.** The criteria at ORS 279C.335(2)(a) that it is "unlikely" that the Exemption will "encourage favoritism" or "substantially diminish competition" may be addressed in contemplating the use of Alternative Contracting Methods by specifying the manner in which an RFP process will be utilized, that the Procurement will be formally advertised with public notice and disclosure of the planned Alternative Contracting Method, competition will be encouraged, Award made based upon identified selection criteria and an opportunity to protest the Award.
- (5) **Description.** Findings supporting a competitive bidding exemption shall describe with specificity the Alternative contracting Method to be used in lieu of competitive bidding, including, but not limited to, whether a one step (Request for Proposals) or two step (beginning with Requests for Qualifications) solicitation process will be utilized. The Findings may also describe anticipated characteristics or features of the resulting Public Improvement Contract. However, such description in the findings shall not be binding upon the County. The parameters of the Public Improvement Contract shall be those set forth in the Solicitation Document.
- (6) **Class Exemptions.** In making the findings supporting a class Exemption the Department shall clearly identify defining characteristics of the class. Those characteristics shall include some combination of Project descriptions or locations, time periods, contract values or method of Procurement or other factors that distinguish the limited and related class of Projects from the Department's overall construction program. Classes shall not be defined solely by funding sources, such as a particular bond fund, or by method of Procurement, but shall be defined by characteristics that reasonably relate to the Exemption criteria set forth in ORS 279C.335(2).
- (7) **Public Hearing.** Before final adoption of findings exempting a Public Improvement Contract or class of Contracts from the requirement of Competitive Bidding, notice shall be given and a public hearing held by the Board as follows:
  - (a) Notification of the public hearing shall be published in at least one trade newspaper of general statewide circulation a minimum of fourteen (14) Days before the hearing.
  - (b) The notice shall state that the public hearing is for the purpose of taking comments on the County's draft findings for an Exemption from the Competitive Bidding requirement. The notice shall state that at the hearing, after an opportunity for receipt of comments, the Board will consider adoption of the draft findings and approval of the proposed alternative contracting method. At the time of the notice, copies of the draft findings shall be made available to the public.

- (c) At the public hearing, the Board shall offer an opportunity for any interested party to appear and present comment before considering and adopting the findings.
- (d) If the County is required to act promptly due to circumstances beyond the County's control that do not constitute an Emergency, notification of the public hearing may be published simultaneously with the County's Solicitation of contractors for the alternative public contracting method, as long as responses to the Solicitation are due at least five (5) Days after the hearing and approval of the findings.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.335 & ORS 279A.065

#### **49-0640 Competitive Proposals; Procedure**

Departments may utilize the following RFP process for Public Improvement Contracts, allowing flexibility in both Proposal evaluation and Contract negotiation, only in accordance with ORS Rules 49-0600 to 49-0690, unless other applicable statutes control the use of competitive Proposals for Public Improvement Contracts. Also see the subdivision of Rules in this division entitled Formal Procurement Rules, Rules 49-0200 to 49-0480, and RFP related Rules under the Alternative Contracting Methods subdivision at Rules 49-0640 to 49-0660. For ESPCs, the following RFP process shall be utilized if a Department desires the Procurement process to be exempt from the Competitive Bidding requirements of ORS 279C.335. The RFP process for the Alternative Contracting Methods identified in Rules 49-0600 to 49-0690 includes the following steps:

- (1) **Proposal Evaluation.** Factors in addition to price may be considered in the selection process, but only as set forth in the RFP. For ESPC Proposal evaluations, the RFP may provide that qualifications-based evaluation factors will outweigh consideration of price-related factors, due to the fact that prices for the major components of the Work to be performed during the ESPC process contemplated by the RFP will likely not be determinable at the time of Proposal evaluation. Proposal evaluation shall be as objective as possible. Evaluation factors need not be precise predictors of future costs and performance, but to the extent possible such evaluation factors shall:
  - (a) Be reasonable estimates based on information available to the Department;
  - (b) Treat all Proposals equitably; and
  - (c) Recognize that public policy requires that Public Improvements be constructed at the least overall cost to the County. See ORS 279C.305.
- (2) **Evaluation Factors.**
  - (a) In basic negotiated construction contracting, where the only reason for an RFP is to consider factors other than price, those factors may consist of firm and personnel experience on similar projects, adequacy of equipment and physical plant, sources of supply, availability of key personnel, financial capacity, past performance, safety records, project understanding, proposed methods of construction, proposed milestone dates, references, service, and related matters that affect cost or quality.
  - (b) In CM/GC contracting, in addition to (a) above, those factors may also include the ability to respond to the technical complexity or unique character of the project, analyze and propose solutions or approaches to complex project problems, coordination of multiple disciplines, the time required to commence and complete the improvement, and related matters that affect cost or quality.

- (c) In Design-Build contracting, in addition to (a) and (b) above, those factors may also include design professional qualifications, specialized experience, preliminary design submittals, technical merit, design-builder team experience and related matters that affect cost or quality.
  - (d) In ESPC contracting, in addition to the factors set forth in subsections (a), (b) and (c) above, those factors may also include sample Technical Energy Audits from similar projects, sample M & V reports, financial statements and related information of the ESCO for a time period established in the RFP, financial statements and related information of joint venturers comprising the ESCO, the ESCO's capabilities and experience in performing energy baseline studies for facilities (independently or in cooperation with an independent third-party energy baseline consultant), past performance of the ESCO in meeting energy guarantee Contract levels, the specific Person that will provide the Energy Savings Guarantee to be offered by the ESCO, the ESCO's management plan for the project, information on the specific methods, techniques and equipment that the ESCO will use in the performance of the Work under the ESPC, the ESCO's team members and consultants to be assigned to the project, the ESCO's experience in the Energy Savings Performance Contracting field, the ESCO's experience acting as the prime contractor on previous ESPC projects (as opposed to a sub-contractor or consultant to a prime ESCO), the ESCO's vendor and product neutrality related to the development of ECMs, the ESCO's project history related to removal from an ESPC project or the inability or unwillingness of the ESCO to complete an ESPC project, the ESCO's M & V capabilities and experience (independently or in cooperation with an independent third-party M & V consultant), the ESCO's ability to explain the unique risks associated with ESPC projects and the assignment of risk in the particular project between the County and the ESCO, the ESCO's equipment performance guarantee policies and procedures, the ESCO's energy savings and cost savings guarantee policies and procedures, the ESCO's project cost guarantee policies and procedures, the ESCO's pricing methodologies, the price that the ESCO will charge for the Technical Energy Audit phase of the Work and the ESCO's fee structure for all phases of the ESPC.
- (3) **Contract Negotiations.** Contract terms may be negotiated to the extent allowed by the RFP and Rules 49-0600 to 49-0690, provided that the general Work scope remains the same and that the field of competition does not change as a result of material changes to the requirements stated in the Solicitation Document. See Rule 49-0650. Terms that may be negotiated consist of details of Contract performance, methods of construction, timing, assignment of risk in specified areas, fee, and other matters that affect cost or quality. In ESPC contracting, terms that may be negotiated also include the scope of preliminary design of ECMs to be evaluated by the parties during the Technical Energy Audit phase of the Work, the scope of services to be performed by the ESCO during the Project Development Plan phase of the Work, the detailed provisions of the Energy Savings Guarantee to be provided by the ESCO and scope of Work, methodologies and compensation terms and conditions during the design and construction phase and M & V phase of the Work, consistent with the requirements of Rule 49-0680 below.

Stat. Auth.: ORS 279C.335 & ORS 279A.065

Stats. Implemented: ORS 279C.335, ORS 279A.065 & ORS 351.086

#### **49-0645 Requests for Qualifications (RFQ)**

- (1) Generally. The County may utilize Requests for Qualifications (RFQs) to obtain information useful in the preparation or distribution of a Request for Proposals (RFPs). When using RFQs as the first step in a two step solicitation process, in which distribution of the RFPs will be

limited to the firms qualified under the RFQ process. The County shall first advertise and provide notice of the RFQ in the same manner as required in Rule 49-0210. The RFQ shall provide that RFPs will be distributed only to the firms qualified in the RFQ process. The RFQ shall also provide for a protest provision substantially the same as that described in Rule 49-0450 (5) regarding protest of the competitive range. After the RFQ process is completed the County may distribute the RFP to those firms without further advertisement of the solicitation.

#### **49-0650 Requests for Proposals (RFP)**

- (1) **Generally.** When authorized or required by an Exemption granted under Rules 49-0620 and 49-0630, the County may Award a Public Improvement Contract by competitive Proposals. A contract awarded under this section may be amended only in accordance with Rule 49-0910. CPCA may issue a request for information, a request for interest, a request for qualifications or other preliminary documents to obtain information useful in the preparation or distribution of a Request for Proposals.
- (2) Competitive Proposals shall be subject to the following requirements of Competitive Bidding:
  - (a) Advertisement under Rule 49-0210;
  - (b) Requirements for Solicitation Documents under Rule 49-0200;
  - (c) Disqualification due to a Construction Contractors Board listing under Rule 49-0370;
  - (d) Contract execution and bonding requirements under Rules 49-0390 and 49-0460;
  - (e) Determination of responsibility under Rule 49-0390;
  - (f) Rejection of bids under Rule 49-0440; and
  - (g) Disqualification and prequalification under Rules 49-0370 and 49-0220.
- (3) For the purposes of applying the requirements listed in subsection (2) of this section to competitive Proposals, when used in the sections listed in subsection (2) of this section, "bids" includes Proposals, and "bid documents" and "Invitation to Bid" include requests for Proposals.
- (4) Competitive Proposals are not subject to the following requirements of Competitive Bidding:
  - (a) First-tier subcontractor disclosure under Rule 49-0360; and
  - (b) Reciprocal preference under Rule 46-0310.
- (5) When Award of a Public Improvement Contract advertised by the issuance of a Request for Proposals may be made without negotiation, the Department may require Proposal security that serves the same function with respect to Proposals as bid security serves with respect to bids as follows:
  - (a) Proposal security may be required in a form and amount as may be determined to be reasonably necessary or prudent to protect the interests of the County.
  - (b) Proposal security shall be retained if a Proposer who is awarded a Contract fails to promptly and properly execute the Contract and provide any required bonds or insurance.
  - (c) Proposal security shall be returned to all Proposers upon the execution of the Contract, or earlier in the selection process.
- (6) **Receipt of Proposals; evaluation and Award.** Notwithstanding the public records law, ORS 192.410 to 192.505:

- (a) Proposals may be opened so as to avoid disclosure of contents to competing Proposers during, when applicable, the process of negotiation.
  - (b) Proposals are not required to be open for public inspection until after the notice of intent to Award a Contract is issued.
- (7) For each Request for Proposals, the Department shall prepare a list of Proposals submitted.
- (8) Notwithstanding any requirement to make Proposals open to public inspection after issuance of the notice of intent to Award a Contract, the County may withhold from disclosure to the public trade secrets, as defined in ORS 192.501, and information submitted to a public body in confidence, as described in ORS 192.502, that are contained in a Proposal. If a Request for Proposals is canceled after Proposals are received, the County may return a Proposal to the Proposer that made the Proposal. CPCA shall keep a list of returned Proposals in the file for the solicitation.
- (9) The cancellation of requests for Proposals and the rejection of Proposals shall be in accordance with Rule 49-0440.
- (10) At least seven (7) Days before the Award of the Contract, unless there is a determination is made that seven (7) Days is impractical, CPCA shall issue to each Proposer or post, electronically or otherwise, a notice of intent to Award.
- (11) If a Public Contract is awarded, CPCA shall Award a Public Contract to the Responsible Proposer whose Proposal is determined in Writing to be the most Advantageous to the County based on the evaluation factors set forth in the Request for Proposals and, when applicable, the outcome of any Negotiations authorized by the Request for Proposals. Other factors may not be used in the evaluation.
- (12) **Solicitation Documents.** In addition to the Solicitation Document requirements of Rule 49-0200, this Rule applies to the requirements for Requests for Proposals. RFP Solicitation Documents shall conform to the following standards:
  - (a) Selection criteria shall be set forth in the Solicitation Document. Examples of evaluation criteria include price or cost, quality of a product or service, past performance, management, capability, personnel qualification, prior experience, compatibility, reliability, operating efficiency, expansion potential, experience of key personnel, adequacy of equipment or physical plant, financial wherewithal, sources of supply, references and warranty provisions. See Rule 49-0640. Evaluation factors need not be precise predictors of actual future costs and performance, but to the extent possible, such factors shall be reasonable estimates based on information available to the Department;
  - (b) When the Department is willing to negotiate terms and conditions of the Contract or allow submission of revised Proposals following Discussions, the Department shall identify the specific terms and conditions in or provisions of the Solicitation Document that are subject to negotiation or Discussion and authorize Offerors to propose certain alternative terms and conditions in lieu of the terms and conditions the Department has identified as authorized for negotiation. The Department shall describe the evaluation and Discussion or negotiation process, including how the Department will establish the Competitive Range;
  - (c) When the Department intends to Award Contracts to more than one (1) Proposer, the Department shall identify in the Solicitation Document the manner in which it will determine the number of Contracts it will Award. The Department shall also include the criteria it will use to determine how the Department will endeavor to achieve optimal

value, utility and substantial fairness when selecting a particular Contractor to provide Goods or services from those Contractors Awarded Contracts.

**(13) Evaluation of Proposals.**

- (a) **Evaluation.** Proposals shall be evaluated only in accordance with criteria set forth in the RFP and applicable law to determine the Responsible Proposer or Proposers submitting the best Responsive Proposal or Proposals.
  - (A) **Clarifications.** In evaluating Proposals, information may be requested from a Proposer to clarify the Proposer's Proposal. A Proposer shall submit Written and Signed clarifications and such clarifications shall become part of the Proposer's Proposal.
  - (B) **Limited Negotiation.** If the Department did not permit negotiation in its Request for Proposals, the Department may, nonetheless, negotiate with the highest-ranked Proposer, but may then only negotiate the:
    - (i) Statement of Work; and
    - (ii) Contract Price as it is affected by negotiating the statement of Work.
    - (iii) The process for Discussions or Negotiations that is outlined and explained in this Rule does not apply to this limited negotiation.
- (b) **Discussions; Negotiations.** If the Department permitted Discussions or Negotiations in the Request for Proposals, the Department shall establish the Competitive Range, and may then conduct Discussions and Negotiations in accordance with this Rule.
  - (A) If the Solicitation Document provided that Discussions or Negotiations may occur at Department's discretion, the Department may forego Discussions and Negotiations and evaluate all Proposals in accordance with this Rule.
  - (B) If the Department proceeds with Discussions or Negotiations, the Department shall establish a negotiation team tailored for the acquisition. The Department's team may include legal, technical and negotiating personnel.
- (c) **Cancellation.** Nothing in this Rule shall restrict or prohibit the County from canceling the Solicitation at any time.

**(14) Competitive Range; Protest; Award.**

- (a) **Determining Competitive Range.**
  - (A) After the Opening the Proposals shall be evaluated in accordance with the evaluation criteria set forth in the Request for Proposals. After evaluation of the Proposals, the Department will determine and rank the Proposers in the Competitive Range.
  - (B) The Department may increase the number of Proposers in the Competitive Range if the evaluation of Proposals establishes a natural break in the scores of Proposers indicating a number of Proposers greater than the initial Competitive Range are closely competitive, or have a reasonable chance of being determined the best Proposer after the evaluation of revised Proposals submitted in accordance with the process described in this Rule.
- (b) **Protesting Competitive Range.** CPCA shall provide Written notice to all Proposers identifying Proposers in the Competitive Range. A Proposer that is not within the

Competitive Range may protest the evaluation and determination of the Competitive Range in accordance with Rule 49-0450.

- (c) **Intent to Award; Discuss or Negotiate.** After the protest period provided in these Rules expires, or after a final response to any protest has been provided, whichever date is later, CPCA may either:

- (A) Provide Written notice to all Proposers in the Competitive Range of the County's intent to Award the Contract to the highest-ranked Proposer in the Competitive Range.
  - (i) An unsuccessful Proposer may protest the notice of intent to Award in accordance with Rule 49-0450.
  - (ii) After the protest period provided in accordance with Rule 49-0450 expires, or after a final response to any protest has been provided, whichever date is later, the Department shall commence final Contract Negotiations with the highest-ranked Proposer in the Competitive Range; or
- (B) Engage in Discussions with Proposers in the Competitive Range and accept revised Proposals from them, and, following such Discussions and receipt and evaluation of revised Proposals, conduct Negotiations with the Proposers in the Competitive Range.

- (15) **Discussions; Revised Proposals.** If the Department chooses to enter into Discussions with and receive revised Proposals from the Proposers in the Competitive Range, the Department shall proceed as follows:

- (a) **Initiating Discussions.** The Department shall initiate oral or Written Discussions with all of the Proposers in the Competitive Range regarding their Proposals with respect to the provisions of the RFP that the Department identified in the RFP as the subject of Discussions. The Department may conduct Discussions for the following purposes:
  - (A) Informing Proposers of deficiencies in their initial Proposals;
  - (B) Notifying Proposers of parts of their Proposals for which the Department would like additional information; and
  - (C) Otherwise allowing Proposers to develop revised Proposals that will allow the Department to obtain the best Proposal based on the requirements and evaluation criteria set forth in the Request for Proposals.
- (b) **Conducting Discussions.** The Department may conduct Discussions with each Proposer in the Competitive Range necessary to fulfill the purposes of this section, but need not conduct the same amount of Discussions with each Proposer. The Department may terminate Discussions with any Proposer in the Competitive Range at any time. However, the Department shall offer all Proposers in the Competitive Range the opportunity to discuss their Proposals with Department before the Department notifies Proposers of the date and time pursuant to this section that revised Proposals will be due.
  - (A) In conducting Discussions, the Department:
    - (i) Shall treat all Proposers fairly and shall not favor any Proposer over another;
    - (ii) Shall not discuss other Proposers' Proposals;

- (iii) Shall not suggest specific revisions that a Proposer should make to its Proposal, and shall not otherwise direct the Proposer to make any specific revisions to its Proposal.
  - (B) At any time during the time allowed for Discussions, the Department may:
    - (i) Continue Discussions with a particular Proposer;
    - (ii) Terminate Discussions with a particular Proposer and continue Discussions with other Proposers in the Competitive Range; or
    - (iii) Conclude Discussions with all remaining Proposers in the Competitive Range and provide notice to the Proposers in the Competitive Range to submit revised Proposals.
  - (c) **Revised Proposals.** At the conclusion of the Department's Discussions with all remaining Proposers in the Competitive Range, the Department shall give all remaining Proposers in the Competitive Range notice of the date, place and time by which they shall submit revised Proposals. This notice shall constitute the Department's termination of Discussions, and Proposers shall submit revised Proposals by the date and time set forth in the Department's notice without further Discussions with the Department.
    - (A) Upon receipt of the revised Proposals, the revised Proposals shall be evaluated based upon the evaluation criteria set forth in the Request for Proposals, and ranked based on the scoring.
    - (B) The Department may conduct Discussions with and accept only one (1) revised Proposal from each Proposer in the Competitive Range unless otherwise set forth in the Request for Proposals.
  - (d) **Intent to Award; Protest.** CPCA shall provide Written notice to all Proposers in the Competitive Range of the intent to Award the Contract. An unsuccessful Proposer may protest the intent to Award in accordance with Rule 49-0450. After the protest period provided in accordance with that rule expires, or after the final response to any protest has been provided, whichever date is later, the Department shall commence final Contract Negotiations.
- (16) **Negotiations.**
- (a) **Initiating Negotiations.** The Department may determine to commence Negotiations with the highest-ranked Proposer in the Competitive Range following the:
    - (A) Initial determination of the Competitive Range; or
    - (B) Conclusion of Discussions with all Proposers in the Competitive Range and evaluation of revised Proposals.
  - (b) **Conducting Negotiations.**
    - (A) **Scope.** The Department may negotiate:
      - (i) The statement of Work;
      - (ii) The Contract Price as it is affected by negotiating the statement of Work; and
      - (iii) Any other terms and conditions reasonably related to those expressly authorized for negotiation in the Request for Proposals. Accordingly, Proposers shall not submit, and Department shall not accept, for negotiation any alternative terms



and conditions that are not reasonably related to those expressly authorized for negotiation in the Request for Proposals.

- (c) **Terminating Negotiations.** At any time during Discussions or Negotiations that the Department conducts in accordance with this Rule, the Department may terminate Discussions or Negotiations with the highest-ranked Proposer, or the Proposer with whom it is currently discussing or negotiating, if the Department reasonably believes that:
  - (A) The Proposer is not discussing or negotiating in good faith; or
  - (B) Further Discussions or Negotiations with the Proposer will not result in the parties agreeing to the terms and conditions of a final Contract in a timely manner.
- (d) **Continuing Negotiations.** If the Department terminates Discussions or Negotiations with a Proposer, the Department may then commence Negotiations with the next highest scoring Proposer in the Competitive Range, and continue the process described in this Rule until the Department has either:
  - (A) Determined to Award the Contract to the Proposer with whom it is currently discussing or negotiating; or
  - (B) Completed one (1) round of Discussions or Negotiations with all Proposers in the Competitive Range, unless the Department provided for more than one (1) round of Discussions or Negotiations in the Request for Proposals.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.400 to 279C.410

#### **49-0660 RFP Pricing Mechanisms**

- (1) A Request for Proposals may result in a lump sum Contract Price, as in the case of Competitive Bidding. Alternatively, a cost reimbursement Contract may be negotiated.
- (2) Economic incentives or disincentives may be included to reflect stated Department purposes related to time of completion, safety or other Contracting objectives, including total least cost mechanisms such as life cycle costing.
- (3) A Guaranteed Maximum Price (GMP) is used as the pricing mechanism for CM/GC where a total Contract Price is provided in the design phase in order to assist the Department in determining whether the project scope is within the Department's budget, and allowing for design changes during preliminary design rather than after final design Work has been completed.
  - (a) If this collaborative process is successful, the Contractor shall propose a final GMP, which may be accepted by the Department and included within the Contract.
  - (b) If this collaborative process is not successful, and no mutually agreeable resolution on GMP can be achieved with the Contractor, then the Department shall terminate the Contract. The Department may then proceed to negotiate a new Contract (and GMP) with the firm that was next ranked in the original selection process, or employ other means for continuing the project under ORS Chapter 279C.
- (4) When cost reimbursement Contracts are utilized, regardless of whether a GMP is included, the Department shall provide for audit controls that will effectively verify rates and ensure that costs are reasonable, allowable and properly allocated.

#### 49-0670 Design-Build Contracts

- (1) **General.** The Design-Build form of contracting, as defined at Rule 49-0610(3), has technical complexities that are not readily apparent. Departments shall use this contracting method only with the assistance of knowledgeable staff or consultants who are experienced in its use. In order to use the Design-Build process, the Department shall be able to reasonably anticipate the following types of benefits:
  - (a) Obtaining, through a Design-Build team, engineering design, plan preparation, value engineering, construction engineering, construction, quality control and required documentation as a fully integrated function with a single point of responsibility;
  - (b) Integrating value engineering suggestions into the design phase, as the construction Contractor joins the project team early with design responsibilities under a team approach, with the potential of reducing Contract changes;
  - (c) Reducing the risk of design flaws, misunderstandings and conflicts inherent in construction contractors building from designs in which they have had no opportunity for input, with the potential of reducing Contract claims;
  - (d) Shortening project time as construction activity (early submittals, mobilization, subcontracting and advance Work) commences prior to completion of a "Biddable" design, or where a design solution is still required (as in complex or phased projects); or
  - (e) Obtaining innovative design solutions through the collaboration of the Contractor and design team, which would not otherwise be possible if the Contractor had not yet been selected.
- (2) **Authority.** Departments shall utilize the Design-Build form of contracting only in accordance with the requirements of these Rules 49-0600 to 49-0690. See particularly Rule 49-0620 on "Use of Alternative Contracting Methods" and Rule 49-0680 pertaining to ESPCs.
- (3) **Selection.** Design-Build selection criteria may include those factors set forth above in Rule 49-0640(2)(a), (b) and (c).
- (4) **Licensing.** If a Design-Build Contractor is not an Oregon licensed design professional, the Department shall require that the Design-Build Contractor disclose in its Written Offer that it is not an Oregon licensed design professional, and identify the Oregon licensed design professional(s) who will provide design services. See ORS 671.030(2) (g) (A) regarding the Offer of architectural services, and ORS 672.060(11) regarding the Offer of engineering services that are related to construction Work.
- (5) **Performance Security.** ORS 279C.380(1)(a) provides that for Design-Build Contracts the surety's obligation on performance bonds, or the Bidder's obligation on cashier's or certified checks accepted in lieu thereof, includes the preparation and completion of design and related Personal Services specified in the Contract. This additional obligation, beyond performance of construction Work, extends only to the provision of Personal Services and related design revisions, corrective Work and associated costs prior to final completion of the Contract (or for such longer time as may be defined in the Contract). The obligation is not intended to be a substitute for professional liability insurance, and does not include errors and omissions or latent defects coverage.

- (6) **Contract Requirements.** Departments shall conform their Design-Build contracting practices to the following requirements:
- (a) **Design Services.** The level or type of design services required shall be clearly defined within the Procurement documents and Contract, along with a description of the level or type of design services previously performed for the project. The Personal Services and Work to be performed shall be clearly delineated as either design Specifications or performance standards, and performance measurements shall be identified.
  - (b) **Professional Liability.** The Contract shall clearly identify the liability of design professionals with respect to the Design-Build Contractor and the County, as well as requirements for professional liability insurance.
  - (c) **Risk Allocation.** The Contract shall clearly identify the extent to which the County requires an express indemnification from the Design-Build Contractor for any failure to perform, including professional errors and omissions, design warranties, construction operations and faulty Work claims.
  - (d) **Warranties.** The Contract shall clearly identify any express warranties made to the County regarding characteristics or capabilities of the completed project (regardless of whether errors occur as the result of improper design, construction, or both), including any warranty that a design will be produced that meets the stated project performance and budget guidelines.
  - (e) **Incentives.** The Contract shall clearly identify any economic incentives and disincentives, the specific criteria that apply and their relationship to other financial elements of the Contract.
  - (f) **Honoraria.** If allowed by the RFP, honoraria or stipends may be provided for early design submittals from qualified finalists during the Solicitation process on the basis that the Department is benefited from such deliverables.

Stat. Auth.: ORS 279C.335 & ORS 279A.065

Stats. Implemented: ORS 279C.335, ORS 279A.065, ORS 279C.110 & ORS 351.086

#### **49-0680 Energy Savings Performance Contracts (ESPC)**

- (1) **Generally.** These Rules 49-0600 to 49-0690 include a limited, efficient method for Departments to enter into ESPCs outside the Competitive Bidding requirements of ORS 279C.335 for existing buildings or structures, but not for new construction (See ORS 279C.335 (1) (f)). If a Department chooses not to utilize the ESPC Procurement method provided for by these Rules 49-0600 to 49-0690, the Department may still enter into an ESPC by complying with the Competitive Bidding Exemption process set forth in ORS 279C.335, or by otherwise complying with the Procurement requirements of these Rules.
- (2) **ESPC Contracting Method.** The ESPC form of contracting, as defined at Rule 49-0610(6), has unique technical complexities associated with the determination of what ECMs are feasible for the Department, as well as the additional technical complexities associated with a Design-Build Contract. Departments shall only utilize the ESPC contracting method with the assistance of knowledgeable staff or consultants who are experienced in its use. In order to utilize the ESPC contracting process, the Department shall be able to reasonably anticipate one (1) or more of the following types of benefits:
  - (a) Obtaining, through an ESCO, the following types of integrated Personal Services and Work: facility profiling, energy baseline studies, ECMs, Technical Energy Audits, project

development planning, engineering design, plan preparation, cost estimating, life cycle costing, construction administration, project management, construction, quality control, operations and maintenance staff training, commissioning services, M & V services and required documentation as a fully integrated function with a single point of responsibility;

- (b) Obtaining, through an ESCO, an Energy Savings Guarantee;
  - (c) Integrating the Technical Energy Audit phase and the Project Development Plan phase into the design and construction phase of Work on the project;
  - (d) Reducing the risk of design flaws, misunderstandings and conflicts inherent in the construction process, through the integration of ESPC Personal Services and Work;
  - (e) Obtaining innovative design solutions through the collaboration of the members of the ESCO integrated ESPC services team;
  - (f) Integrating cost-effective ECMs into an existing building or structure, so that the ECMs pay for themselves through savings realized over the useful life of the ECMs;
  - (g) Preliminary design, development, implementation and an Energy Savings Guarantee of ECMs into an existing building or structure through an ESPC, as a distinct part of a major remodel of that building or structure that is being performed under a separate remodeling Contract; and
  - (h) Satisfying local energy efficiency design criteria or requirements.
- (3) **Authority.** Departments desiring to pursue an Exemption from the Competitive Bidding requirements of ORS 279C.335 (and, if applicable, ORS 351.086), shall utilize the ESPC form of contracting only in accordance with the requirements of Rules 49-0600 to 49-0690.
- (4) **No findings Required.** No findings are required for an ESPC to be exempt from the Competitive Bidding process for Public Improvement Contracts unless the Department chooses not to comply with the ESPC contracting procedures set forth in Rules 49-0600 to 49-0690.
- (5) **Selection.** ESPC selection criteria may include those factors set forth above in Rule 49-0640(2)(a), (b), (c) and (d). Since the Energy Savings Guarantee is such a fundamental component in the ESPC contracting process, Proposers shall disclose in their Proposals the identity of any Person providing (directly or indirectly) any Energy Savings Guarantee that may be offered by the successful ESCO during the course of the performance of the ESPC, along with any financial statements and related information pertaining to any such Person.
- (6) **Licensing.** If the ESCO is not an Oregon licensed design professional, the Department shall require that the ESCO disclose in the ESPC that it is not an Oregon licensed design professional, and identify the Oregon licensed design professional(s) who will provide design services. See ORS 671.030(5) regarding the Offer of architectural services, and ORS 672.060(11) regarding the Offer of engineering services that are appurtenant to construction services.
- (7) **Performance Security.** At the point in the ESPC when the parties enter into a binding Contract that constitutes a Design-Build Contract, the ESCO shall provide a performance bond and a payment bond, each for 100% of the full Contract Price, including the construction and design and related professional services specified in the ESPC Design-Build Contract, pursuant to ORS 279C.380(1)(a). For ESPC Design-Build Contracts, these "design and related professional services" include conventional design services, commissioning services, training services for the Department's operations and maintenance staff, and any similar Personal Services provided by the ESCO under the ESPC Design-Build Contract prior to final completion of construction. M & V services, and any Personal Services or Work associated

with the ESCO's Energy Savings Guarantee are not included in these ORS 279C.380(1)(a) "design and related professional services." Nevertheless, a Department may require that the ESCO provide performance security for M & V services and any Personal Services or Work associated with the ESCO's Energy Savings Guarantee, if the Department so provides in the RFP.

- (8) **Contracting Requirements.** Departments shall conform their ESPC contracting practices to the following requirements:
- (a) **General ESPC Contracting Practices.** An ESPC involves a multi-phase project, which includes the following contractual elements:
- (A) A contractual structure which includes general Contract terms describing the relationship of the parties, the various phases of the Work, the contractual terms governing the Technical Energy Audit for the project, the contractual terms governing the Project Development Plan for the project, the contractual terms governing the final design and construction of the project, the contractual terms governing the performance of the M & V services for the project, and the detailed provisions of the ESCO's Energy Savings Guarantee for the project.
  - (B) The various phases of the ESCO's Work will include the following:
    - (i) The Technical Energy Audit phase of the Work;
    - (ii) The Project Development Plan phase of the Work;
    - (iii) A third phase of the Work that constitutes a Design-Build Contract, during which the ESCO completes any plans and Specifications required to implement the ECMs that have been agreed to by the parties to the ESPC, and the ESCO performs all construction, commissioning, construction administration and related Personal Services or Work to actually construct the project; and
    - (iv) A final phase of the Work, whereby the ESCO, independently or in cooperation with an independent consultant hired by the County, performs M & V services to ensure that the Energy Savings Guarantee identified by the ESCO in the earlier phases of the Work and agreed to by the parties has actually been achieved.
- (b) **Design-Build Contracting Requirements in ESPCs.** At the point in the ESPC when the parties enter into a binding Contract that constitutes a Design-Build Contract, the Department shall conform its Design-Build contracting practices to the Design-Build contracting requirements set forth in Rule 49-0670(6) above.
- (c) **Pricing Alternatives.** The Department may utilize one (1) of the following pricing alternatives in an ESPC:
- (A) A fixed price for each phase of the Personal Services and Work to be provided by the ESCO;
  - (B) A cost reimbursement pricing mechanism, with a maximum not-to-exceed price or a GMP; or
  - (C) A combination of a fixed fee for certain components of the Personal Services to be performed, a cost reimbursement pricing mechanism for the construction services to be performed with a GMP, a single or annual fixed fee for M & V services to be performed for an identified time period after final completion of the construction Work, and a single or annual Energy Savings Guarantee fixed fee payable for an

identified time period after final completion of the construction Work that is conditioned on certain energy savings being achieved at the facility by the ECMs that have been implemented by the ESCO during the project (in the event an annual M & V services fee and annual Energy Savings Guarantee fee is utilized by the parties, the parties may provide in the Design-Build Contract that, at the sole option of the County, the ESCO's M & V services may be terminated prior to the completion of the M & V/Energy Savings Guarantee period and the County's future obligation to pay the M & V services fee and Energy Savings Guarantee fee will likewise be terminated, under terms agreed to by the parties).

- (d) **Permitted ESPC Scope of Work.** The scope of Work under the ESPC is restricted to implementation and installation of ECMs, as well as other Work on building systems or building components that are directly related to the ECMs, and that, as an integrated unit, will pay for themselves over the useful life of the ECMs installed. The permitted scope of Work for ESPCs resulting from a Solicitation under Rules 49-0600 to 49-0690 does not include maintenance services for the project facility.

Stat. Auth.: ORS 279C.335; ORS 279A.065

Stats. Implemented: ORS 279C.335, ORS 279A.065, ORS 279C.110 & ORS 351.086

#### **49-0690 Construction Manager/General Contractor (CM/GC)**

- (1) **General.** The CM/GC form of contracting, as defined at Rule 49-0610(2), is a technically complex project delivery system. Departments shall use this contracting method only with the assistance of knowledgeable staff or consultants who have a demonstrated capability of managing the CM/GC process in the necessary disciplines of engineering, construction scheduling and cost control, accounting, legal, public contracting and project management. Unlike the Design-Build form of contracting, the CM/GC form of contracting does not contemplate a "single point of responsibility" under which the Contractor is responsible for successful completion of all Work related to a performance Specification. The CM/GC has defined Contract obligations, including responsibilities as part of the project team along with the Department and design professional, although in CM/GC there is a separate Contract between the County and design professional. In order to utilize the CM/GC method, the Department shall be able to reasonably anticipate the following types of benefits:
  - (a) **Time Savings.** The Public Improvement has significant schedule ramifications, such that concurrent design and construction are necessary in order to meet critical deadlines and shorten the overall duration of construction. The Department may consider operational and financial data that show significant savings or increased opportunities for generating revenue as a result of early completion, as well as less disruption to public facilities as a result of shortened construction periods;
  - (b) **Cost Savings.** Early Contractor input during the design process is expected to contribute to significant cost savings. The Department may consider value engineering, building systems analysis, life cycle costing analysis and construction planning that lead to cost savings. The Department shall specify any special factors influencing this analysis, including high rates of inflation, market uncertainty due to material and labor fluctuations or scarcities, and the need for specialized construction expertise due to technical challenges; or
  - (c) **Technical Complexity.** The Public Improvement presents significant technical complexities that are best addressed by a collaborative or team effort between the Department, design professionals and Contractor, in which the Contractor will assist in

addressing specific project challenges through pre-construction Personal Services. The Department may consider the need for Contractor input on issues such as operations of the facility during construction, tenant occupancy, public safety, delivery of an early budget or GMP, financing, historic preservation, difficult remodeling projects and projects requiring complex phasing or highly coordinated scheduling.

- (2) **Authority.** Departments shall use the CM/GC form of contracting only in accordance with the requirements of these Rules. See particularly Rule 49-0620 on "Use of Alternative Contracting Methods".
- (3) **Selection.** CM/GC selection criteria may include those factors set forth above in Rule 49-0640(2)(b).
- (4) **Basis for Payment.** The CM/GC process adds specified Construction Manager Personal Services to traditional General Contractor services, requiring full Contract performance within a negotiated Guaranteed Maximum Price (GMP). The basis for payment is reimbursable direct costs as defined under the Contract, plus a fee constituting full payment for Work and Personal Services rendered, which together shall not exceed the GMP. See GMP definition at Rule 49-0610(7) and Pricing Mechanisms in Rule 49-0660.
- (5) **Contract Requirements.** Departments shall conform their CM/GC contracting practices to the following requirements:
  - (a) **Setting the GMP.** The GMP shall be set at an identified time consistent with industry practice, after supporting information reasonably considered necessary to its use has been developed, and the supporting information shall define with particularity both what is included and excluded from the GMP. A set of drawings and Specifications shall be produced establishing the GMP scope.
  - (b) **Adjustments to the GMP.** The Contract shall clearly identify the standards or factors under which changes or additional Work will be considered outside of the Work scope that warrants an increase in the GMP, as well as criteria for decreasing the GMP. The GMP shall not be increased without a concomitant increase to the scope defined at the establishment of the GMP or most recent GMP amendment.
  - (c) **Cost Savings.** The Contract shall clearly identify the disposition of any cost savings resulting from completion of the Work below the GMP; that is, under what circumstances, if any, the CM/GC might share in those cost savings, or whether they accrue only to the County's benefit. Unless there is a clearly articulated reason for sharing such cost savings, they shall accrue to the County.
  - (d) **Cost Reimbursement.** The Contract shall clearly identify what items or categories of items are eligible for cost reimbursement within the GMP, including any category of "General Conditions" (a general grouping of direct costs that are not separately invoiced, subcontracted or included within either overhead or fee), and may also incorporate a mutually-agreeable cost-reimbursement standard.
  - (e) **Audit.** Cost reimbursements shall be made subject to final audit adjustment, and the Contract shall establish an audit process to ensure that Contract costs are allowable, properly allocated and reasonable.
  - (f) **Fee.** Compensation for the CM/GC's Personal Services and Work shall include a fee that is inclusive of profit, overhead and all other indirect or non-reimbursable costs. Costs determined to be included within the fee shall be expressly defined wherever possible. The fee, first expressed as a proposed percentage of all reimbursable costs, shall be

identified during and become an element of the selection process. It shall subsequently be expressed as a fixed amount when the GMP is established.

- (g) **Incentives.** The Contract shall clearly identify any economic incentives, the specific criteria that apply and their relationship to other financial elements of the Contract (including the GMP).
- (h) **Controlled Insurance Programs.** For projects anticipated to exceed \$75 Million, the Contract shall clearly identify whether an Owner Controlled or Contractor Controlled Insurance Program is anticipated or allowable. If so, the Contract shall clearly identify anticipated cost savings from reduced premiums, claims reductions and other factors, the allocation of cost savings, and safety responsibilities and/or incentives.
- (i) **Early Work.** The RFP shall clearly identify, whenever feasible, the circumstances under which any of the following activities may be authorized and undertaken for compensation prior to establishing the GMP:
  - (A) Early Procurement of materials and supplies;
  - (B) Early release of Bid packages for such things as site development; and
  - (C) Other advance Work related to critical components of the Contract.
- (j) **Subcontractor Selection.** The Contract shall clearly describe the methods by which the CM/GC shall publicly receive, open and record Bids or price quotations, and competitively select subcontractors to perform the Contract Work based upon price, as well as the mechanisms by which the CPCA Manager may waive those requirements. The documents shall also describe completely the methods by which the CM/GC and its affiliated or subsidiary entities may compete to perform the Work, including, at a minimum, advance notice to the public of the CM/GC's intent to compete and a public opening of Bids or quotations by the County or an independent party.
- (k) **Subcontractor Approvals and Protests.** The Contract may establish whether the County shall approve subcontract awards, and to what extent, if any, the Department will resolve Procurement protests of subcontractors and suppliers. The contract may specify whether the CM/GC acts as the County's representative in this process and whether the CM/GC's subcontracting records are considered to be public records. In any event, the County shall retain the right to monitor the subcontracting process in order to protect County's interests.
- (l) **CM/GC Self-Performance.** Whenever feasible, the Contract shall establish the elements of Work the CM/GC may self-perform without competition, including, for example, the Work of the job-site general conditions. In the alternative, the Contract shall include a process for Department approval of CM/GC self-performance.
- (m) Stat. Auth.: ORS 279A.065  
Stats. Implemented: ORS 297C.335 & ORS 279C.380(2)

#### **49-0695 Post Project Evaluation**

- (1) Upon completion of and final payment for any Public Improvement contract, or class of Public Improvement contracts in excess of \$100,000 for which the County did not use the competitive bidding process, the Department shall prepare and deliver to the Board an evaluation of the Public Improvement contract or the class of Public Improvement contracts.
- (2) The evaluation shall include but is not limited to the following matters:



- (a) The actual project cost as compared with original project estimates;
  - (b) The amount of any guaranteed maximum price;
  - (c) The number of project change orders issued;
  - (d) A narrative description of successes and failures during the design, engineering and construction of the project;
  - (e) An objective assessment of the use of the alternative contracting process as compared to the findings prepared to support the use of the alternative contracting process;
- (3) The evaluation required by this section:
- (a) Shall be made available for public inspection; and
  - (b) Shall be completed within 30 days of the date the County accepts:
    - (D) The Public Improvement project; or
    - (E) The last Public Improvement project if the project falls within a class of Public Improvement projects.

## **CONTRACT PROVISIONS**

### **49-0800 Required Contract Clauses**

Departments shall include in all formal Solicitations for Public Improvement Contracts all of the ORS Chapter 279C required Contract clauses, as set forth in the checklist contained in Rule 49-0200(1)(c) regarding Solicitation Documents. The following series of rules provide further guidance regarding particular Public Contract provisions.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.505 to ORS 279C.545 & ORS 279C.800 to 279C.870

### **49-0810 Waiver of Delay Damages Against Public Policy**

No provision shall be placed in a Public Improvement Contract purporting to waive, release, or extinguish the rights of a Contractor to damages resulting from the County's unreasonable delay in performing the Contract. However, Contract provisions requiring notice of delay, providing for alternative dispute resolution such as arbitration (where allowable) or mediation, providing other procedures for settling Contract disputes, or providing for reasonable liquidated damages, are permissible.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.315

### **49-0815 BOLI Public Works Bond**

Pursuant to ORS 279C.830 (3), the specifications for every Public Works Contract shall contain a provision stating that the Contractor and every subcontractor shall have a Public Works bond filed with the Construction Contractors board before starting Work on the project, unless otherwise exempt. This bond is in addition to performance bond and payment bond requirements.

Stat. Auth: ORS 279A.065

Stats. Implemented: ORS 279C.830

#### 49-0820 Retainage

- (1) **Withholding of Retainage.** A Department shall not retain an amount in excess of five (5) percent of the Contract Price for Work completed. If the Contractor has performed at least 50 percent (50%) of the Contract Work and is progressing satisfactorily, upon the Contractor's submission of Written application containing the surety's Written approval, the Department may, in its discretion, reduce or eliminate Retainage on any remaining progress payments. The Department shall respond in Writing to all such applications within a reasonable time. When the Contract Work is ninety-seven and one-half percent (97-1/2%) completed, the Department may, at its discretion and without application by the Contractor, reduce the retained amount to one hundred percent (100%) of the value of the remaining unperformed Contract Work. A Department may at any time reinstate Retainage. Retainage shall be included in the final payment of the Contract Price.
- (2) **Deposit in interest-bearing accounts.** Upon request of the Contractor, the County shall deposit cash Retainage in an interest-bearing account in a bank, savings bank, trust company, or savings association, for the benefit of the County. Earnings on such account shall accrue to the Contractor.
- (3) **Alternatives to cash Retainage.** In lieu of cash Retainage to be held by the County, the Contractor may substitute one (1) of the following:
  - (a) **Deposit of securities:**
    - (A) The Contractor may deposit bonds or securities with the County or in any bank or trust company to be held for the benefit of the County. In such event, the County shall reduce the Retainage by an amount equal to the value of the bonds and securities, and reimburse the excess to the Contractor.
    - (B) Bonds and securities deposited or acquired in lieu of Retainage shall be of a character approved by the County Chief Financial Officer and may include, without limitation:
      - (i) Bills, certificates, notes or bonds of the United States.
      - (ii) Other obligations of the United States or its Agencies.
      - (iii) Obligations of any corporation wholly owned by the Federal Government.
      - (iv) Indebtedness of the Federal National Mortgage Association.
    - (C) Upon a determination by the Department that all requirements for the protection of the County's interests have been fulfilled, it shall release to the Contractor all bonds and securities deposited in lieu of Retainage.
  - (b) **Deposit of surety bond.** The County, at its discretion, may allow the Contractor to deposit a surety bond in a form acceptable to the Department in lieu of all or a portion of funds retained or to be retained. A Contractor depositing such a bond shall accept surety bonds from its subcontractors and suppliers in lieu of Retainage. In such cases, Retainage shall be reduced by an amount equal to the value of the bond, and the excess shall be reimbursed.
- (4) **Recovery of costs.** The County may recover from the Contractor all costs incurred in the proper handling of cash Retainage and securities, by reduction of the final payment.
- (5) **Additional Retainage When Certified Payroll Statements Not Filed.** Pursuant to ORS 279C.845 (7), if a Contractor is required to file certified payroll statements and fails to do so the County shall retain 25 percent of any amount earned by the Contractor on a Public Works

Contract until the Contractor has filed such statements with the County. The County shall pay the Contractor the amount retained under this provision within 14 days after the Contractor files the certified statements regardless of whether a subcontractor has filed such statements.

Stat. Auth.: ORS 279A.065 & ORS 279.845

Stats. Implemented: ORS 279C.560, ORS 279C.570 & ORS 701.420

#### **49-0830 Contractor Progress Payments**

- (1) **Request for Progress Payments.** Each month the Contractor shall submit to the Department its Written request for a progress payment based upon an estimated percentage of Contract completion. At the Department's discretion, this request may also include the value of material to be incorporated in the completed Work that has been delivered to the premises and appropriately stored. The sum of these estimates is referred to as the "value of completed Work." With these estimates as a base, the Department will make a progress payment to the Contractor, which shall be equal to:
  - (a) the value of completed Work;
  - (b) less those amounts that have been previously paid;
  - (c) less other amounts that may be deductible or owing and due to the Department for any cause;
  - (d) less the appropriate amount of Retainage.
- (2) **Progress Payments/Acceptance of Work.** Progress payments shall not be construed as an acceptance or approval of any part of the Work, and shall not relieve the Contractor of responsibility for defective workmanship or material.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.570

#### **49-0840 Interest**

- (1) **Prompt payment policy.** A Department shall pay promptly all payments due and owing to the Contractor on Contracts for Public Improvements.
- (2) **Interest on progress payments.** Late payment interest shall begin to accrue on payments due and owing on the earlier of 30 Days after receipt of invoice or 15 Days after Department approval of payment (the "Progress Payment Due Date"). The interest rate shall equal three times the discount rate on 90-day commercial paper in effect on the Progress Payment Due Date at the Federal Reserve Bank in the Federal Reserve district that includes Oregon, up to a maximum rate of 30 percent.
- (3) **Interest on final payment.** Final payment on the Contract Price, including Retainage, shall be due and owing no later than 30 Days after Contract completion and acceptance of the Work. Late-payment interest on such final payment shall thereafter accrue at the rate of one and one-half percent per month until paid.
- (4) **Settlement or judgment interest.** In the event of a dispute as to compensation due a Contractor for Work performed, upon settlement or judgment in favor of the Contractor, interest on the amount of the settlement or judgment shall be added to, and not made part of, the settlement or judgment. Such interest, at the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon, shall accrue from the later of the Progress Payment Due Date, or thirty Days after the Contractor

submitted a claim for payment to the Department in Writing or otherwise in accordance with the Contract requirements.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.570

#### **49-0850 Final Inspection**

- (1) **Notification of Completion; Inspection.** The Contractor shall notify the Department in Writing when the Contractor considers the Contract Work completed. Within 15 Days of receiving Contractor's notice, the Department will inspect the project and project records, and will either accept the Work or notify the Contractor of remaining Work to be performed.
- (2) **Acknowledgment of acceptance.** When the Department finds that all Work required under the Contract has been completed satisfactorily, the Department shall acknowledge acceptance of the Work in Writing.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.570

#### **49-0860 Public Works Contracts**

- (1) **Generally.** ORS 279C.800 to 279C.870 regulate Public Works Contracts, as defined in ORS 279C.800(5), and requirements for payment of prevailing wage rates. Also see administrative rules of the Bureau of Labor and Industries (BOLI) at OAR Chapter 839.
- (2) **Required Contract Conditions.** As detailed in the above statutes and rules, every Public Works Contract shall contain the following provisions:
  - (a) County authority to pay certain unpaid claims and charge such amounts to Contractors, as set forth in ORS 279C.515(1).
  - (b) Maximum hours of labor and overtime, as set forth in ORS 279C.520(1).
  - (c) Employer notice to employees of hours and days that employees may be required to work, as set forth in ORS 279C.520(2).
  - (d) Contractor required payments for certain services related to sickness or injury, as set forth in ORS 279C.530.
  - (e) Requirement for payment of prevailing rate of wage, as set forth in ORS 279C.830.
    - i) If no federal funds are being used to fund the work, the wage rates established under ORS 279C.815(2)(a) shall be attached to the contract.
    - ii) If federal funds are being used to fund the work, the wage rates established under ORS 279C.815(2)(b) shall be attached to the contract.
  - (f) Requirement for payment of fee to BOLI, as set forth in ORS 279C.830(2) and administrative rule of the BOLI commissioner.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.800 to ORS 279C.870

#### **49-0870 Specifications; Brand Name Products**

- (1) **Generally.** The Solicitation Document shall not expressly or implicitly require any product by brand name or mark, nor shall it require the product of any particular manufacturer or seller, except pursuant to an Exemption granted under ORS 279C.345(2).
- (2) **Equivalents.** A Department may identify products by brand names so long as the following language: "approved equal"; "or equal"; "approved equivalent" or "equivalent," or similar language is included in the Solicitation Document. The Department shall determine, in its sole discretion, whether an Offeror's alternate product is "equal" or "equivalent."

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.345

#### **49-0880 Records Maintenance; Right to Audit Records**

- (1) **Records Maintenance; Access.** Contractors and subcontractors shall maintain all fiscal records relating to Contracts in accordance with generally accepted accounting principles ("GAAP"). In addition, Contractors and subcontractors shall maintain all other records necessary to clearly document their performance and any claims arising from or relating to their performance under a Public Contract. Contractors and subcontractors shall make all records pertaining to their performance and any claims under a Contract (the books, fiscal records and all other records, hereafter referred to as "Records") accessible to the Department at reasonable times and places, whether or not litigation has been filed as to such claims.
- (2) **Inspection and Audit.** A Department may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the Records of any Person that has submitted cost or pricing data according to the terms of a Contract to the extent that the Records relate to such cost or pricing data. If the Person shall provide cost or pricing data under a Contract, the Person shall maintain such Records that relate to the cost or pricing data for 3 years from the date of final payment under the Contract, unless a shorter period is otherwise authorized in Writing.
- (3) **Records Inspection; Contract Audit.** The County, and its authorized representatives, shall be entitled to inspect, examine, copy, and audit any Contractor's or subcontractor's Records, as provided in subsection 1 of this Rule. The Contractor and subcontractor shall maintain the Records and keep the Records accessible and available at reasonable times and places for a minimum period of 3 years from the date of final payment under the Contract or subcontract, as applicable, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later, unless a shorter period is otherwise authorized in Writing.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.030, ORS 279C.375, ORS 279C.380 & ORS 279C.440

#### **49-0890 Department Payment for Unpaid Labor or Supplies**

- (1) **Contract incomplete.** If the Contract is still in force, the County may, in accordance with ORS 279C.515(1), pay a valid claim to the Person furnishing the labor or services, and charge the amount against payments due or to become due to the Contractor under the Contract. If the County chooses to make such a payment as provided in ORS 279C.515(1), the Contractor and the Contractor's surety shall not be relieved from liability for unpaid claims.
- (2) **Contract completed.** If the Contract has been completed and all funds disbursed to the prime Contractor, all claims shall be referred to the Contractor's surety for resolution. The County

shall not make payments to subcontractors or suppliers for Work already paid for by the County.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.515

#### **49-0900 Contract Suspension; Termination Procedures**

- (1) **Suspension of Work.** In the event the County suspends performance of Work for any reason considered by the Department to be in the public interest other than a labor dispute, the Contractor shall be entitled to a reasonable extension of Contract time, and to reasonable compensation for all costs (as defined in the Contract), including a reasonable allowance for related overhead (as defined in the Contract), incurred by the Contractor as a result of the suspension.
- (2) **Termination of Contract by mutual agreement for reasons other than default.**
  - (a) **Reasons for termination.** The parties may agree to terminate the Contract or a divisible portion thereof if:
    - (A) The County suspends Work under the Contract for any reason considered to be in the public interest (other than a labor dispute, or any judicial proceeding relating to the Work filed to resolve a labor dispute); and
    - (B) Circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Work.
  - (b) **Payment.** When a Contract, or any divisible portion thereof, is terminated pursuant to this subsection (2), the County shall pay the Contractor a reasonable amount of compensation for preparatory Work completed, and for costs and expenses arising out of termination (all as defined in the Contract). The Department shall also pay for all Work completed, based on the Contract Price. Unless the Work completed is subject to unit or itemized pricing under the Contract, payment shall be calculated based on percent of Contract completed (as may be further defined in the Contract). No claim for loss of anticipated profits will be allowed.
  - (c) **Public interest termination by Department.** A Department may include in its Contracts terms detailing the circumstances under which the Contractor shall be entitled to compensation as a matter of right in the event the Department unilaterally terminates the Contract for any reason considered by the Department to be in the public interest.
  - (d) **Responsibility for completed Work.** Termination of the Contract or a divisible portion thereof pursuant to this Rule shall not relieve either the Contractor or its surety of liability for claims arising out of the Work performed.
  - (e) **Remedies cumulative.** The Department may, at its discretion, avail itself of any or all rights or remedies set forth in these Rules, in the Contract, or available at law or in equity.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279C.650, ORS 279C.655, ORS 279C.660, ORS 279C.665 & ORS 279C.670

#### **49-0910 Changes to the Work and Contract Amendments**

- (1) **Definitions for Rule.** As used in this Rule:

- (a) **"Amendment"** means a Written modification to the terms and conditions of a Public Improvement Contract, other than by Changes to the Work, within the general scope of the original Procurement that requires mutual agreement between the Department and the Contractor.
  - (b) **"Changes to the Work"** means a mutually agreed upon change order, or a construction change directive or other Written order issued by the County or its authorized representatives to the Contractor requiring a change in the Work within the general scope of a Public Improvement Contract and issued under its changes provisions in administering the Contract and, if applicable, adjusting the Contract Price or Contract time, or both, for the changed Work.
  - (c) **"Changes Provisions"** Changes to the Work are anticipated in construction and, accordingly, Departments shall include changes provisions in all Public Improvement Contracts that detail the scope of the changes clause, provide pricing mechanisms, authorize the County or its authorized representatives to issue Changes to the Work and provide a procedure for addressing Contractor claims for additional time or compensation. When Changes to the Work are agreed to or issued consistent with the Contract's changes provisions they are not considered to be new Procurements and an Exemption from Competitive Bidding is not required.
- (2) **Contract Amendments.** Contract Amendments to Public Improvement Contracts are not considered to be new Procurements and an Exemption from Competitive Solicitation is not required to add work when:
- (a) The work added is within the general scope of the original Contract, or if the work is outside the scope of the original Contract, it can be performed by the Contractor at a cost below what the Department estimates it would cost if a contract for that work were awarded through sealed competitive bidding, competitive quotations, or competitive proposals. Additional work is "within the general scope of the original Contract for the purposes of this subsection if the additional work is logically related to the contract work; prudent contract management, engineering or construction practices dictate that the additional work ought to be performed in conjunction with the original contract work; the additional work is located at the same site as the contract work; and the contract objectively establishes the prices, or the method of arriving at the price, for the additional work;
  - (b) The field of competition and Contractor selection would not likely have been affected by the Contract modification. Factors to be considered in making that determination include similarities in Work, project site, relative dollar values, differences in risk allocation and whether the original Procurement was accomplished through Competitive Bidding, Competitive Proposals, competitive Quotes, sole source or Emergency Contract;
  - (c) In the case of a Contract obtained under an Alternative Contracting Method, any additional Work was specified or reasonably implied within the findings supporting the Competitive Bidding Exemption; and
  - (d) The Amendment is made consistent with this rule and any other applicable legal requirements.
- (3) **Limits on Contract Increases.** The aggregate increase resulting from all amendments to a Contract shall not exceed 20 percent of the original Contract Price, except that amendments to Contracts for the renovation or remodeling of a building may be increased up to 33 percent of

the original Contract Price. Increases in excess of these limits shall be approved by the Board prior to authorization of performance of the Work.

- (4) **Applicability of Rule.** Every Public Improvement Contract shall comply with the requirements of this Rule including Contracts advertised, or if not advertised entered into prior to March 1, 2005.

Stat. Auth.: ORS 279A.065

Stats. Implemented: ORS 279A.065 & ORS 279C.400(1)



## **DIVISION 55 CONTRACTS WITH QUALIFIED REHABILITATION FACILITIES**

### **55-0005 Definitions**

- (1) As used in Rules 55-0005 to 55-00305:
  - (a) "Price" means the cost to the County of the products and services under contracts procured under the program created by ORS 279.835 to 279.850 as determined by these Division 55 Rules.
  - (b) "Procurement List" means a listing of those nonprofit agencies for Disabled Individuals that currently are qualified to participate in the program created by ORS 279.835 to 279.850 and includes a list of the products and services offered by QRFs and determined by the State Procurement Office to be suitable for purchase by agencies.
  - (c) "Qualified Rehabilitation Facility" or "QRF" means an activity center or rehabilitation facility, certified as a community rehabilitation program or as a vocational service provider through the Oregon Department of Human Services, that the State Procurement Office has determined to be qualified to participate in the program created by ORS 279.835 to 279.850.
  - (d) "QRF Contract" means a Contract entered into under the program created by ORS 279.835 to 279.850

Stat. Auth.: ORS 279.845(1), ORS 184.340

Stats. Implemented: ORS 279.015(1)(b), ORS 279.835 to ORS 279.855

### **55-0010 Policy**

- (1) It is the policy of Multnomah County to encourage and assist Disabled Individuals to achieve maximum personal independence through useful and productive gainful employment by assuring an expanded and constant market for sheltered workshop and activity center products and services, thereby enhancing their dignity and capacity for self-support and minimizing their dependence on welfare and need for costly institutionalization. An essential element of this policy is to support sheltered employment to the fullest extent provided by law by contracting for needed Goods and services available from QRFs. The County shall identify contracting opportunities within the organization and Award appropriate Contracts to QRFs in accordance with ORS 279.850 and this Division 55. This policy shall be equally applicable to all County Departments and shall be administered by the CPCA Manager.

### **55-0015 Procurements from QRFs**

- (1) When the County intends to procure a product or service that is listed on the Procurement List, it shall procure that product or service, at the Price determined by the State Procurement Office, from a Qualified Rehabilitation Facility if the product or service is of Specifications appropriate to the County's Procurement needs and is available within the time required by the County.
- (2) The County shall enter into and renew QRF Contracts only for the specific products or services that are on the Procurement List.
- (3) If a QRF is removed from the Procurement List, the County shall not Award or renew a QRF Contract, and the removal from the Procurement List shall constitute sufficient grounds for the County to terminate any outstanding QRF Contract.

- (4) No placement of a product or service on the Procurement List shall act to displace a Contractor under an existing Contract with the County for the same product or service prior to the expiration or other termination of the Contractor's Contract with the County. However, where a product or service is on the Procurement List, no existing Contract shall be renewed for such a product or service.
- (5) If a QRF submits a competitive bid, Proposal, Quote or other Offer in a competitive Procurement for a Public Contract, then regardless of whether the Offer was accepted, that QRF may not, at any time during the initial term of the Contract for which the QRF submitted a bid, Proposal or Offer, make any claim to the County that the product or service that was the subject of the Offer is on the Procurement List. If, during the Solicitation process, a QRF claims the product or service that is the subject of the Procurement is on the Procurement List, then, if the product or service is determined to have been on the Procurement List at the time the Solicitation Document was issued, the Solicitation process shall be terminated so long as a Contract has not been fully executed at the time the claim is made.

Stat. Auth.: ORS 279.845(1), ORS 184.340

Stats. Implemented: ORS 279.015(1)(b), ORS 279.835 to ORS 279.855

#### **55-0030 Determination of Price/Changes to QRF Contracts**

- (1) When a product or service on the Procurement List is offered by more than one QRF, a Department may purchase the required product or service from any QRF without competition between QRFs.
- (2) Departments may use the formal selection procedure described in Rule 47-0260 to select a QRF to provide a service on the Procurement list, provided that:
  - (a) The Solicitation shall not request any information concerning price and price shall not be a consideration in making the Award.
  - (b) The Solicitation shall not be advertised
  - (c) Notice of the Solicitation shall only be given to those QRFs offering the service on the Procurement List.
  - (d) After selection of a QRF the price will be determined in accordance with subsection (3)(b) below
- (3) **Price.**
  - (a) Price for products or services where the Price is listed. For products or services on the Procurement List where the Price is listed, the Contract shall provide that the County will pay the Price that is listed.
  - (b) Price for services where the Price is not listed. For services for which no price is listed on Procurement List, the Department shall proceed as follows:
    - (A) The Department shall request that the QRF submit its proposed Price to the County based on the volume or scope of the Work and Specifications provided by the County as prescribed in the proposed contract between the QRF and the County. For janitorial, security and food services where a Living Wage is required to be paid, the Specifications shall state the minimum wage required to be paid.
    - (B) In submitting its proposed Price to the County the County shall require the QRF to make full disclosure of known costs. The disclosure shall include documentation, on a form prescribed by the State Procurement Office, that the costs proposed will

result in a Price that will permit the QRF to recover the amounts prescribed in ORS 279.845(1)(a) The Department shall require that an authorized officer of the QRF certify that the costs claimed are, to the best of the officer's knowledge, reasonable and adequate, and that the proposed Price will permit the QRF to recover the amounts prescribed in ORS 279.845(1)(a).

- (C) If the QRF and the County agree on the terms and conditions of a proposed contract and the price for the services to be provided under the proposed contract, the Department shall present the proposed contract (including the agreed Price) to the State Procurement Office for review and approval of the Price. If the QRF and the County cannot agree on the price, the parties shall present the issue of price to the State Procurement Office for determination.
- (D) The County shall not execute or implement any Contract under the program created by ORS 279.835 to 279.850 until the State Procurement Office has transmitted notice of the Price approved determined by the State Procurement Office to the County and the QRF.
- (c) Re-determinations of Price. The Price established by the State Procurement Office shall apply for the initial term or period of the Contract unless otherwise approved by the State Procurement Office. The State Procurement Office may re-determine a Price at the request of a QRF or County, or at the discretion of the State Procurement Office. Until the State Procurement Office approves a new Price, the QRF shall continue to provide, at the established Price, the service or product in accordance with the scope of Work that was the basis for establishing the existing Price.
- (d) The County shall not pay or agree to pay a QRF any amount other than the Price approved by the State Procurement Office. Any Price established by the State Procurement Office for a product or service shall remain in effect until the State Procurement Office approves a new Price.
- (e) Departments shall not make material changes (changes that affect the cost of providing the products or services in more than a negligible manner) to the Specifications of a QRF Contract unless the changes are in Writing and have been submitted to the State Procurement Office for a re-determination of Price. If the Department wishes to make a material change to the Specifications from the most recent Solicitation for the product or service, the Department shall notify the QRF in Writing of the specific changes in the scope of Work or other conditions which will be required during the new Contract period. No agreement making a material change in the Specifications shall be executed until State Procurement Office re-determines the Price.

Stat. Auth.: ORS 279.845(1), ORS 184.340

Stats. Implemented: ORS 279.015(1)(b), ORS 279.835 to ORS 279.855

## **DIVISION 60 EQUAL OPPORTUNITY IN PUBLIC CONTRACTING**

### **60-0010 Purpose**

- (1) The purpose of this Division is to establish procedures to assure that Multnomah County provides adequate opportunities for Minority Individuals, Women, and MBE, WBE and ESB contractors and subcontractors to participate and compete for business and employment opportunities provided through Contracts with Multnomah County.

### **60-0020 Policy**

- (1) It is the intent of Multnomah County to provide opportunities for all segments of the business population to participate in Multnomah County contracting opportunities.
- (2) Multnomah County has a compelling governmental interest in prohibiting discrimination in programs, activities, services, benefits and employment whether carried out by the County itself or through a Contractor with whom the County arranges to carry out its programs and activities.

### **60-0030 Contract Clauses Required**

- (1) In order to assure opportunity, every County Contract shall include a provision barring discrimination against MBEs, WBEs and ESBs by Contractor and all subcontractors.
- (2) Every County Contract shall contain a provision prohibiting discrimination by Contractor and all subcontractors based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income.

### **60-0031 Good Faith Effort Program**

- (1) The activities described in ORS 200.045 are standards for Good Faith Efforts to provide equitable opportunities for MBEs, WBEs, and ESBs to participate in subcontract opportunities created through Multnomah County Contracts.
- (2) The CPCA Manager shall implement a Good Faith Effort program utilizing the standards described in ORS 200.045 that are determined to be effective to achieve the purpose of this section together with such other standards as are appropriate to such a program. Bid or Proposal Specifications for Contracts requiring Good Faith Effort shall state the requirements necessary to show that a Good Faith Effort has been made and shall require documentation of such effort. The CPCA Manager shall cooperate with other municipal and state agencies to design, to the maximum extent possible, a program that is uniform between agencies.
- (3) The CPCA Manager shall determine if the Offer complies with requirements for Good Faith Effort in the Solicitation Document.
- (4) If the Good Faith Effort documentation submitted by the Offeror fails to substantially comply with the requirements of the Solicitation Document, the Offer shall be deemed non-responsive and shall be rejected by the CPCA Manager.

### **60-0040 Requirement for Certification as Equal Employment Opportunity Employer**

- (1) No Department shall enter into a Contract for an amount in excess of \$75,000 unless the Contractor is at the time of such Contract certified as an EEO Contractor by the City of

Portland. Before entering into any such Contract with a Contractor, the Department shall determine from the listing on the CPCA MINT Site whether a Contractor is EEO certified.

- (2) Contractors may become EEO Certified by application to the City of Portland. A Contractor may appeal a decision to deny certification or revoke certification in accordance with the procedure prescribed in ORS 279B.425.

#### **60-0050 Workforce Requirements in Construction Contracts**

- (1) For all Contracts designated by the CPCA Manager as being appropriate for such a program, the CPCA Manager shall establish Specifications to be included in the Solicitation Document which require for such Contracts that contractors make reasonable efforts to increase apprenticeship training and work opportunities for Women and Minority Individuals, and, to ensure that their workforce reflects the diversity of Multnomah County and is reasonably consistent with the availability of qualified Women and Minority Individuals. The Specifications shall state the requirements necessary to show that a reasonable effort has been made, shall require documentation of such effort, and shall provide for remedies to the County for failure to comply with any of the specified requirements.

#### **60-0060 Sheltered Market Program**

- (1) There is hereby established a Sheltered Market Program for MBE, WBE, DBE and ESB contractors performing Public Works Contracts for Multnomah County. The purpose of the program is to provide prime contracting experience for small contractors in order to increase the number of contractors available to bid on Multnomah County Public Works projects, and to increase participation of MBE, WBE, DBE and ESB contractors acting as prime contractors on County Public Works projects to ensure uniform access to public contracting dollars and to improve opportunities for Minorities and Women acting as business owners in the regional construction industry.
- (2) Contractors shall be selected for participation in the Sheltered Market Program based on an application approved by the CPCA Manager. Criteria for selection shall include the following:
  - (a) Contractor shall be a state certified MBE, WBE, DBE or ESB; and
  - (b) Contractor shall have prior experience performing construction work and shall be currently in business doing construction work; and
  - (c) Contractor's average annual gross receipts for the three calendar years prior to the application shall be less than \$1,000,000. The CPCA Manager shall have the discretion to waive this requirement if waiver will advance the purposes of the program and if all other criteria are met; and
  - (d) Contractor shall have reported that Contractor has experienced barriers in the conduct of Contractor's business based on race, gender or size of the business.
- (3) The CPCA Manager may develop additional criteria for selection of contractors for participation in the program which further the purpose of the program.
- (4) A Contractor may appeal a decision to deny participation in the program to the Public Contract Review Board in accordance with the procedure prescribed in ORS 279B.425.
- (5) Contracts to be included in the Sheltered Market Program shall be selected by the CPCA Manager from projects estimated at the time of bidding to result in a Contract in excess of the dollar limits set forth in 47-0270 (1) and 49-0160 (1), depending on the type of project, and less than \$200,000. The CPCA Manager may include in the program additional Contracts up to \$250,000 if inclusion will further the purposes of the program. In the selection of Contracts

to be included in the program, the CPCA Manager shall consider the number of contractors in the program which have the qualifications and the capacity to perform the Work. If necessary to assure that all Sheltered Market contractors have an opportunity to participate, Contracts may be offered for bid to only selected contractors within the Sheltered Market Program.

- (6) Contracts selected for inclusion in the Sheltered Market Program shall be offered for bid only to contractors admitted to the Sheltered Market Program. Except as provided in subsection (7) below, the Contract shall be awarded to the lowest Responsive Responsible Bidder among those bidding.
- (7) For each project selected for the Sheltered Market Program, the Department for the program shall forward to the CPCA Manager a cost estimate for the project. If the lowest Responsive Responsible Bid is more than the cost estimate, the CPCA Manager shall have the option to Award the Contract, re-bid the project within the Sheltered Market Program, or open the bidding on the project to all Bidders. If bidding is opened to all Bidders, the Contract shall then be awarded to the lowest Responsive Responsible Bid from among all Bids received.
- (8) The CPCA Manager in cooperation with the City of Portland shall promulgate rules setting forth conditions for continued participation in the program and for graduation from the program. Participation in the Program shall be limited to three years absent extraordinary circumstances.
- (9) The CPCA Manager shall prepare a report to the Board of County Commissioners on an annual basis, which provides an evaluation of the program, including information on the subjects set forth in ORS 279C.355. The annual report shall include a recommendation whether the program should be continued. If the CPCA Manager recommends that the Program be continued, the recommendation shall include any proposed improvements to the Program.



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-7 DATE 12.15.05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-7  
Est. Start Time: 10:15 AM  
Date Submitted: 11/21/05

### BUDGET MODIFICATION: DCS – 03

**Budget Modification DCS-03 Reclassifying 1.0 FTE Office Assistant Senior to**  
**Agenda 1.0 FTE Administrative Assistant in Tax Title as Determined by the Class/Comp**  
**Title: Unit of Central Human Resources**

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

Date Requested:	<u>December 15, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Department of Community Services</u>	Division:	<u>LUT</u>
Contact(s):	<u>Tom Hansell</u>		
Phone:	<u>503 988-5050</u>	Ext.	<u>29833</u>
	I/O Address:		<u>425</u>
Presenter(s):	<u>Tom Hansell</u>		

### General Information

#### 1. What action are you requesting from the Board?

The Department of Community Services requests the Board approve this budget modification and reclassification of one position in Tax Title.

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

The County's Central Classification Compensation Unit has reviewed and approved the reclassification of the position and the department requests the Board to formally approve the change.

- Reclassify 1.0 FTE Office Assistant Senior to 1.0 FTE Administrative Assistant – approved by Class Comp in October 2005– effective date March 22, 2005

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

There is no net increase in the size of the budget due to the reclassification. Budget documentation detail is attached. In general, current year personal services will increase by \$2,228 to pay for the impact of this action in Tax Title. Reduction to the material service line item maintenance and

repair offsets personnel costs increases giving a neutral budgetary impact.

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

Employees have the right to request evaluation of the appropriateness of their classifications. The Classification/Compensation Unit has a formal process for evaluating these requests. The reclassifications, for which approval is sought in this request, have been reviewed by the Classification/Compensation Unit and the positions have been found to be wrongly classed. By contract and under our personnel rules, we are required to compensate employees appropriately based on these findings!

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age marital status, disability, political affiliations, sexual orientation, or any other nonmerit factor!

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

None



## ATTACHMENT A

### Budget Modification DCS-03

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

- What revenue is being changed and why?  
Tax Title Fund revenue remains unchanged. Risk Fund Service Reimbursement increases by \$105.
- What budgets are increased/decreased?  
Tax Title Fund: Tax Title personnel services increases by \$2,228, offset by decrease in materials and services maintenance and repair costs.
- What do the changes accomplish?  
Personnel actions described earlier.
- Do any personnel actions result from this budget modification? Explain.  
Tax Title: Reclassification of incumbent position effective 03/22/05 as a result of Central Class/Comp reclassification review.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
No changes.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
Revenue to Tax Title Fund is considered ongoing.
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

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

## ATTACHMENT B

**BUDGET MODIFICATION: DCS- 03**

### Required Signatures

**Department/  
Agency Director:**

*Robert A Maestre*

**Date:** 11/14/05

**Budget Analyst:**

*Anthony*

**Date:** 11/17/05

**Department HR:**

**Date:**

**Countywide HR:**

*David B. Turner*

**Date:** 11/21/05

Budget Modification or Amendment ID: **DCS - 03****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	91-60	1507	20		906400		60000	113,385	115,011	1,626		Increase Permanent
2	91-60	1507	20		906400		60130	34,662	35,159	497		Increase Salary Related Exp
3	91-60	1507	20		906400		60140	26,522	26,627	105		Increase Insurance Ben
4	91-60	1507	20		906400		60220	75,000	72,772	(2,228)		Decrease Repairs & Maint
5									0			
6	72-10	3500	20		705210		50316		(105)	(105)		Risk Fund
7	72-10	3500	20		705210		60330		105	105		Risk Fund
8									0			
9									0			
10									0			
11									0			
12									0			
13									0			
14									0			
15									0			
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24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

**ANNUALIZED PERSONNEL CHANGE**

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1507	6002	61799	Office Assistant Senior	704804	(1.00)	(36,141)	(11,048)	(11,175)	(58,364)
1507	6054	61799	Administrative Assistant	704804	1.00	37,235	11,382	11,246	59,863
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					0.00	1,094	334	71	1,499

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

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

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1507	6002	61799	Office Assistant Senior	704804	(1.00)	(36,141)	(11,048)	(11,175)	(58,364)
1507	6054	61799	Administrative Assistant	704804	1.00	37,767	11,545	11,280	60,592
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
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									0
TOTAL CURRENT FY CHANGES					0.00	1,626	497	105	2,228



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-8  
Est. Start Time: 10:17 AM  
Date Submitted: 12/05/05

### BUDGET MODIFICATION:

**RESOLUTION Initiating Vacation Proceedings Pursuant to ORS 368.341(1)(c)**  
**Agenda for a Portion of NW Adams Street, a Public Road, and Directing the County**  
**Title: Road Official to Prepare a Report as Required by ORS 368.346(1)**

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

Date Requested: December 15, 2005 Time Requested: 5 minutes  
Department: Community Services Division: Land Use & Transportation  
Contact(s): Robert Maestre or Patrick Hinds  
Phone: (503) 988-5001 or (503) 988-3712 Ext. 83712 I/O Address: #455  
Presenter(s): Patrick Hinds

### General Information

#### 1. What action are you requesting from the Board?

The Land Use and Transportation Program of the Department of Community Services requests that the Board accept the petition to vacate a portion of NW Adams Avenue, a local public road, and also requests that the Board direct the County Road Official to prepare a report in compliance with ORS 368.346, pursuant to ORS 368.326 to 368.366.

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

The Land Use and Transportation Program (LUT) has received a citizen-initiated petition that appears to be in compliance with the statutes and contains the acknowledged signatures of more than 60% of the abutting property owners of the street proposed to be vacated.

Pursuant to the statutes, the LUT is requesting that the Board initiate vacation proceeding as requested by the petitioners. This first Board action to accept the petition and order the Road Official's report will be followed by a second Board action whereby the County Road Official's report will be presented to the Board and to the public. The report will contain a finding of whether the proposed vacation is in the public interest. When the Board receives this report, it will direct

notice to be served as required by statute, and to set a public hearing date. The third Board action will provide an opportunity for public comment before the Board makes a final decision on the proposed vacation.

A copy of the petition is attached to the Resolution.

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

None. This public street is not maintained by Multnomah County. No public money is spent on this street. All costs associated with this petition are the responsibility of the petitioner.

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

The roads proposed for vacation are situated entirely within unincorporated Multnomah County.

As explained in Section 2, this is a citizen-initiated petition with less than 100% of the abutting property owner's signatures. As such, the statutes require additional opportunity for public involvement and require notice as described in ORS 368.401.

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

This is a citizen-initiated petition.

Subsequent Board meetings will provide for additional public comment.

This street is located in unincorporated Multnomah County.

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**Required Signatures**

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Department/  
Agency Director:

*Robert A Maestre*

Date: 11/30/05

Budget Analyst:

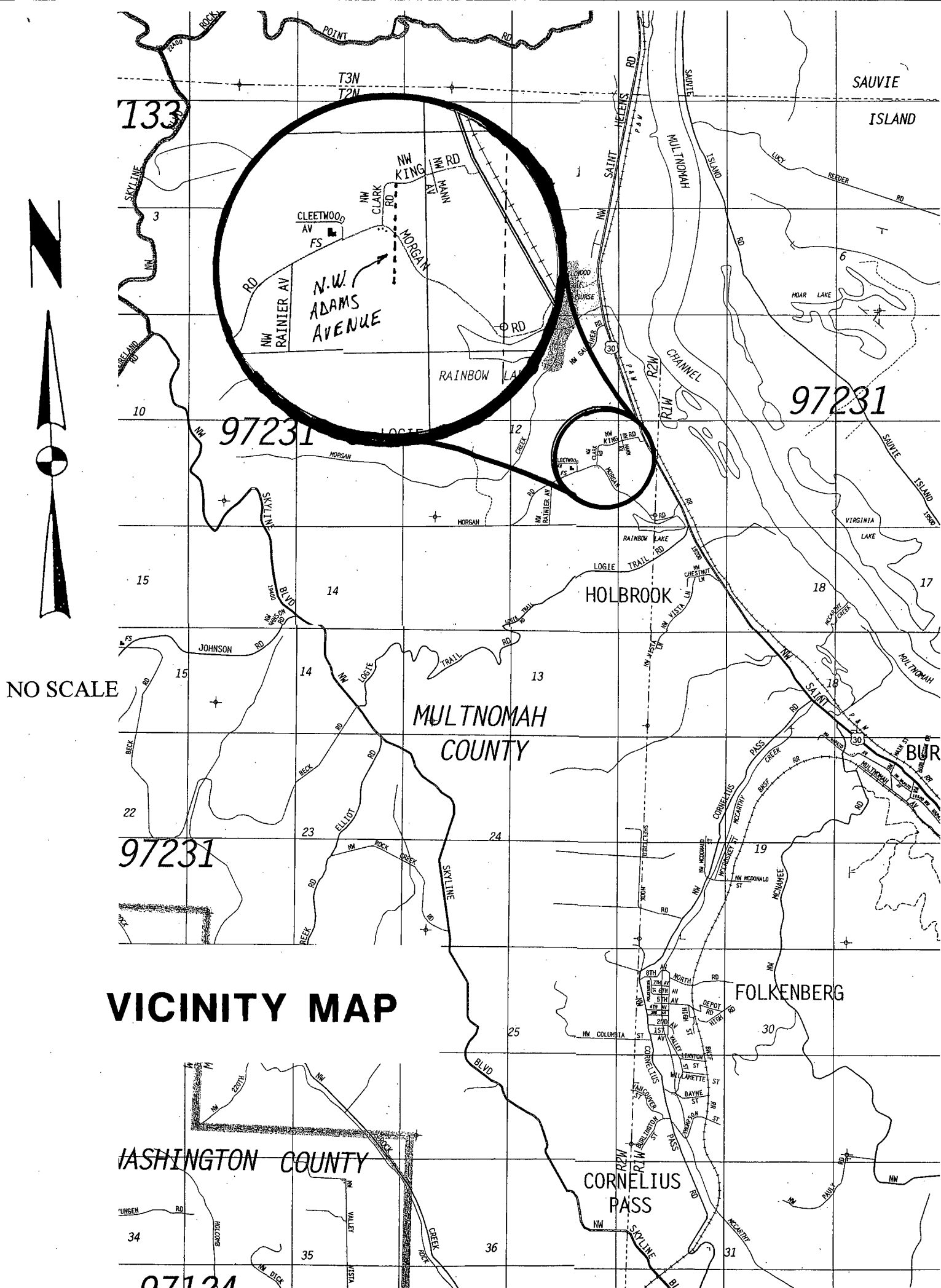
Date: \_\_\_\_\_

Department HR:

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

Countywide HR:

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



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Initiating Vacation Proceedings Pursuant to ORS 368.341 (1) (c) for a Portion of N.W. Adams Street, a Public Road, and Directing the County Road Official to Prepare a Report as Required by ORS 368.346 (1)

**The Multnomah County Board of Commissioners Finds:**

- a. As authorized under ORS 368.341(1)(c) a petition seeking the vacation of a portion of NW Adams Street, a public road, has been submitted to the County's Land Use and Transportation Program (LUTP) and is attached as Exhibit "A".
- b. The petition is in compliance with all the requirements of ORS 368.341(3) including containing the acknowledged signatures of more than 60% of the owners of land abutting the property proposed to be vacated, as allowed under ORS 368.341(3) (f).
- c. The portion of N.W. Adams Street, proposed for vacation, was established as a public road by the plat RIVER ROAD TRACTS, recorded May 7, 1891, in Book 163, Page 22, in the Plat Records of Multnomah County, Oregon.
- d. The portion of N.W. Adams proposed for vacation, is more particularly described in the attached Exhibit A at page 1.

**The Multnomah County Board of Commissioners Resolves:**

1. Pursuant to ORS 368.341(1), the Board initiates vacation proceedings for a portion of NW Adams Street, a public road, more particularly described in the attached Exhibit A at pages 1-2.
2. The Manager of the LUTP is directed to prepare and file a report with the Board in accordance with ORS 368.346 (1).

ADOPTED this 15<sup>th</sup> day of December 2005.

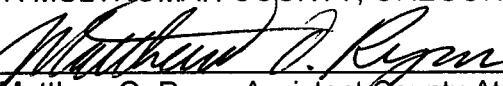
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-207**

Initiating Vacation Proceedings Pursuant to ORS 368.341 (1) (c) for a Portion of NW Adams Street, a Public Road, and Directing the County Road Official to Prepare a Report as Required by ORS 368.346 (1)

**The Multnomah County Board of Commissioners Finds:**

- a. As authorized under ORS 368.341(1)(c) a petition seeking the vacation of a portion of NW Adams Street, a public road, has been submitted to the County's Land Use and Transportation Program (LUTP) and is attached as Exhibit "A".
- b. The petition is in compliance with all the requirements of ORS 368.341(3) including containing the acknowledged signatures of more than 60% of the owners of land abutting the property proposed to be vacated, as allowed under ORS 368.341(3) (f).
- c. The portion of NW Adams Street, proposed for vacation, was established as a public road by the plat RIVER ROAD TRACTS, recorded May 7, 1891, in Book 163, Page 22, in the Plat Records of Multnomah County, Oregon.
- d. The portion of NW Adams proposed for vacation, is more particularly described in the attached Exhibit A at page 1.

**The Multnomah County Board of Commissioners Resolves:**

1. Pursuant to ORS 368.341(1), the Board initiates vacation proceedings for a portion of NW Adams Street, a public road, more particularly described in the attached Exhibit A at pages 1-2.
2. The Manager of the LUTP is directed to prepare and file a report with the Board in accordance with ORS 368.346 (1).

ADOPTED this 15th day of December, 2005.



REVIEWED:

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

ORIGINAL

## EXHIBIT "A"

# THE WASTENEY'S PHINNEY'S OTT'S AND THE GESSNER'S

19010 N.W. Morgan RD. Portland. Oregon 97231 (503) 621-3727 yetiott@yahoo.com

May 10, 2004

Patrick J. Hinds  
Land Use and Transportation Program 1600 SE 190th Avenue  
Portland. Oregon 97231-1601

Request to vacate Portions of N.W. Adams Ave.

### LEGAL DESCRIPTION

That portion of Adams Ave. (20.00 feet wide) abutting the East line of block 8, River Road Tracts, lying South of the easterly extension of the South right of way line of N.W. King Road~ and that portion of Adams Ave. (20 feet wide) abutting the East line of block 9, River Road Tracts, excepting there from that portion of Adams Ave. lying between the extension of the northeasterly and the southwesterly right of way lines of Morgan Road located in the southeast 1/4, Section 12, Township 2 North, Range 2 West, W.M., city of Portland. County of Multnomah, State of Oregon

Reason to vacate.

Never been used for intended purpose.

Dose not land lock any land owner along describe portion

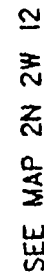
Also there are no utilities located with the area to be vacated

The attached notarized signatures constitute the acknowledgement and consent of more then 60 % of the property owners abutting the area proposed for vacation.

If you have any Questions please feel free to contact Darryn ott at (503)621-3727 .

Sincerely  
D. Ott and neighbors

*Darryn Ott*



AUG - - 2001

$$1'' = 100'$$
[illegible]

PETITION TO VACATE PORTION OF ADAMS AVE SIGNATURES 4/16/2004

Still Eugene Susan

18985 N W Morgan Rd Portland Ore 97231  
Lot # 2N2W12 Sec 122N2W TL 400  
Abutting Adams Ave

Signature \_\_\_\_\_ Date \_\_\_\_\_

Phinney Mildred E

19002 N W Morgan Rd Portland Ore 97231  
2N2W12DB -01800 River Rd TR TL 1800 Block 8

Deeded to

Signature Mildred E Phinney Date 5/7/04

Ott George Sharon

19010 N W Morgan Rd Portland Ore 97231  
River Rd TR TL 100 Block 8&9

Deeded to

Signature George A Ott Date 4/23/04  
Sharon K Ott 4-23-04

Yauger Robert Donna

N W Morgan Rd Portland Ore 97231  
No Address to Tax Lot #500 2N2W12  
Prop ID# R325633 -00500  
Abutting Adams Ave

Signature \_\_\_\_\_ Date \_\_\_\_\_

Ott George jr a

19015 N W Morgan Rd Portland Ore 97231  
River Rd TR TL 2200 Block 8

Deeded to

Signature George Jr Ott Date 4/23/04

Gessner John & Darcie

18988 N W King Rd Portland Ore 97231  
Lot 2 Fairland Sec 12 T2N R2W WN  
Abutting Adams Ave

Signature John Gessner Date 4/20/04  
Darcie Gessner 4/20/04

Wasteney Randall & Vickie

19007 N W Morgan Rd Portland Ore 97231  
River Rd TR TL 1900 2000 2100 Block 8

Deeded to

Signature Randall Wasteney Date 4-20-04  
Vickie Wasteney 4/20/04

# INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Oregon } ss.  
County of Columbia

On this the 23 day of April, 2004, before  
Day Month Year

me, Mary J. Clayton, the undersigned Notary  
Name of Notary Public

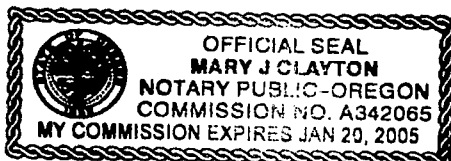
Public, personally appeared George Ott Jr, George Ott and Sharon Ott  
Name(s) of Signer(s)

☐ personally known to me - OR -

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Mary J. Clayton  
Signature of Notary Public  
Mary J. Clayton  
Other Required Information (Printed Name of Notary, Residence, etc.)  
Scappoose, Oregon

Place Notary Seal and/or Any Stamp Above

## OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Petition to Vacate

Document Date: 4-20-04 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

Right Thumbprint  
of Signer

Top of thumb here

# INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Oregon } ss.  
County of Columbia

On this the 20 day of April, 2004, before  
Day Month Year

me, Mary J Clayton, the undersigned Notary  
Name of Notary Public

Public, personally appeared Randall Wastoney and Vickie Wastoney  
Name(s) of Signer(s)

☐ personally known to me - OR -

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Mary J Clayton  
Signature of Notary Public  
Mary J. Clayton  
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

## OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Petition to vacate

Document Date: 4-20-04 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

Right Thumbprint  
of Signer

Top of thumb here

# INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Oregon } ss.  
County of Columbia

On this the 20 day of April, 2004, before  
me, Mary J. Clayton, the undersigned Notary  
Name of Notary Public

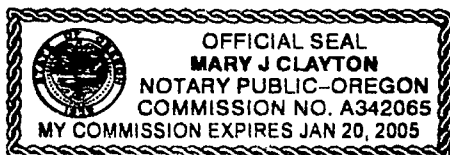
Public, personally appeared John Gessner and Darcie Gessner  
Name(s) of Signer(s)

☐ personally known to me - OR -

☒ proved to me on the basis of satisfactory  
evidence

to be the person(s) whose name(s) is/are  
subscribed to the within instrument, and  
acknowledged to me that he/she/they  
executed the same for the purposes therein  
stated.

WITNESS my hand and official seal.



Mary Clayton  
Signature of Notary Public  
Mary Clayton  
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

## OPTIONAL

*Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Petition to vacate

Document Date: 4/20/04 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

Right Thumbprint  
of Signer

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# INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Oregon }  
County of Columbia } ss.

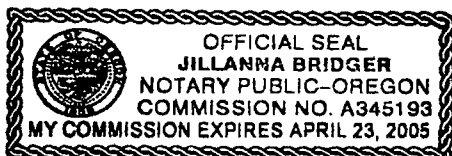
On this the 7th day of May, 2004, before  
me, Jillanna Bridger, the undersigned Notary  
Name of Notary Public  
Public, personally appeared Mildred E. Phinney,  
Name(s) of Signer(s)

☐ personally known to me – OR –

☒ proved to me on the basis of satisfactory  
evidence

to be the person(s) whose name(s) is/are  
subscribed to the within instrument, and  
acknowledged to me that he/she/they  
executed the same for the purposes therein  
stated.

WITNESS my hand and official seal.



Jillanna Bridger  
Signature of Notary Public  
Jillanna Bridger  
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

## OPTIONAL

Although the information in this section is not required by law, it may prove valuable to  
persons relying on the document and could prevent fraudulent removal and reattachment  
of this form to another document.

### Description of Attached Document

Title or Type of Document: Petition to Vacate

Document Date: 4/16/04 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

Right Thumbprint  
of Signer

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**INDIVIDUAL ACKNOWLEDGMENT**

State/Commonwealth of Oregon }  
County of Columbia } ss.

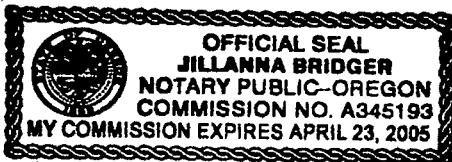
On this the 18<sup>th</sup> day of October, 2004, before  
me, Jillanna Bridger, the undersigned Notary  
Name of Notary Public  
Public, personally appeared Donald J. Newman,  
Name(s) of Signer(s)

☐ personally known to me – OR –

☒ proved to me on the basis of satisfactory  
evidence

to be the person(s) whose name(s) is/are  
subscribed to the within instrument, and  
acknowledged to me that he/she/they  
executed the same for the purposes therein  
stated.

WITNESS my hand and official seal.



Jillanna Bridger  
Signature of Notary Public

Scappoose, OR  
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

**OPTIONAL**

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Petition to Vacate Portion of

Document Date: 9/30/04 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

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of Signer

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## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-9  
Est. Start Time: 10:19 AM  
Date Submitted: 12/05/05

### BUDGET MODIFICATION:

**RESOLUTION Establishing Fees and Charges for MCC 11.05 Land Use  
General Provisions, 11.15 Zoning, 11.45 Land Divisions, Chapter 37**  
**Agenda Administration and Procedures, Chapter 38 Columbia River Gorge National**  
**Title: Scenic Area and Repealing Resolution No 05-160**

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

Date Requested: December 15, 2005 Time Requested: 10 minutes  
Department: Community Services Division: Land Use and Transportation  
Contact(s): Karen Schilling  
Phone: 503-988-5050 Ext. 29635 I/O Address: 455/116  
Presenter(s): Karen Schilling

### General Information

#### 1. What action are you requesting from the Board?

Action requested is to increase the existing fees for land use planning services for areas outside of Intergovernmental Agreement (IGA) areas to account for the Consumer Price Index (CPI) and to establish a new fee for the Expedited Review process in the National Scenic Area.

Staff recommends adoption of the proposed fees.

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

In January 2004 the Board adopted an increase in land use permit fees to reflect the CPI for the previous two years. At that time, the Board agreed to consider adjustments to land use permit fees annually based on the CPI. The CPI for the 2005 fiscal year was 2.48%. This adjustment allows the land use fees to maintain the existing level of cost recovery to account for the increased cost of living as reported by the Consumer Price Index for the Portland-Salem area. The Fiscal Year 2005

CPI is used for the annual adjustment. The cost of living index is available in August and that was the current CPI available when we calculated the adjustments.

The second item is to establish a new fee for the expedited review process that was adopted in the National Scenic Area Management Plan update in September 2005. The expedited review process will apply to a limited number of activities occurring in the National Scenic Area and should dramatically decrease the amount of staff time spent on reviewing these activities. The proposed fee is \$100 which is \$278 less than the current fee for the same activities.

Unincorporated areas within the Urban Growth Boundary adjacent to the Cities of Portland and Troutdale are unaffected by this action.

A complete list of fees is included in the table "Land Use Planning Fee Analysis" attached here as Exhibit A. The column under the heading "FY05 Fee" lists the current fees. The column under the heading "Proposed FY06 Fee" shows the proposed fee if the CPI increase is made. All proposed fees have been rounded to the nearest whole dollar.

In 2004, the Board also directed the Planning Director to start work on assessing a cost-recovery program. That is taking much longer than expected to collect data and propose an alternative fee structure. We anticipate bringing a proposal to the Board in early 2006.

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

The fiscal impact for FY06 is a portion of the projected revenue increase because the new fee schedule will not apply for the entire fiscal year. Revenue received in FY05 was \$80,593. The projected revenue increase assuming a full year and the same number of applications as last year is \$82,393.

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

There are no legal issues.

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

Public notice of this Board hearing has been provided.

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 12/05/05

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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

	Action	FY05 Fee	FY05 Cases	FY05 Revenue	CPI * FY05 fee	Projected FY06 Cases	Projected FY06 Revenue
Type I	Building Permit Review	\$52	0	\$0	\$53	0	\$0
	Address Assignment	\$25	2	\$50	\$26	2	\$52
	Address Reassignment (requires notice)	\$52	2	\$104	\$53	2	\$106
	Land Use Compatibility Review	\$42	0	\$0	\$43	0	\$0
	Sign Permit	\$29	1	\$29	\$30	1	\$30
	Wrecker License Review	\$216	3	\$648	\$221	3	\$663
	DMV Dealer Review	\$42	0	\$0	\$43	0	\$0
	Grading and Erosion Control	\$369	34	\$12,546	\$378	34	\$12,852
	Floodplain Development Permit or Review (one & two family dwellings)	\$29	4	\$116	\$30	4	\$120
	Floodplain Development Permit (all other uses)	\$64	8	\$512	\$66	8	\$528
	Moving of a Floating Home Permit	\$93	0	\$0	\$95	0	\$0
Type II	Health Hardship Permit	\$184	2	\$368	\$189	2	\$378
	Health Hardship Renewal	\$93	0	\$0	\$95	0	\$0
	Non-hearing Variance	\$272	2	\$544	\$279	2	\$558
	Exceptions and Lots of Exception	\$127	1	\$127	\$130	1	\$130
	Time Extension	\$272	3	\$816	\$279	3	\$837
	Administrative Decision by Planning Director	\$272	18	\$4,896	\$279	18	\$5,022
	Willamette River Greenway	\$675	1	\$675	\$692	1	\$692
	Significant Environmental Concern	\$675	18	\$12,150	\$692	18	\$12,456
	Administrative Modification of Conditions established in prior contested case	\$184	1	\$184	\$189	1	\$189
	Hillside Development	\$490	3	\$1,470	\$502	3	\$1,506
	National Scenic Area Site Review	\$369	28	\$10,332	\$378	28	\$10,584
	National Scenic Area Expedited Review	N/A	N/A	N/A	\$100	N/A	\$0
	Temporary Permit	\$184	1	\$184	\$189	1	\$189
	Design Review	\$691	4	\$2,764	\$708	4	\$2,832
	Category 3 Land Division	\$536	1	\$536	\$549	1	\$549
	Category 4 Land Division	\$243	1	\$243	\$249	1	\$249
	Property Line Adjustment	\$196	15	\$2,940	\$201	15	\$3,015

	Action	FY05 Fee	FY05 Cases	FY05 Revenue	CPI * FY05 fee	Projected FY06 Cases	Projected FY06 Revenue
	Appeal of Administrative Decision	\$250	6	\$1,500	\$250	6	\$1,500
	Withdrawal of Application						
	- Before app. status letter written	Full Refund	0	N/A		0	
	- After status ltr. assess 4 hr.	-\$158	0	\$0	-\$162	0	-\$162
	Withdrawal of Appeal					0	
	- After hearing notice mailed	No Refund	0	N/A		0	\$0
Type III	Planned Development	\$2,145	0	\$0	\$2,198	0	\$0
	Community Service	\$1,788	3	\$5,364	\$1,832	3	\$5,496
	Regional Sanitary Landfill	\$2,308	0	\$0	\$2,365	0	\$0
	Conditional Use (CU)	\$1,788	4	\$7,152	\$1,832	4	\$7,328
	CU for Type B Home Occupation	\$831	2	\$1,662	\$852	2	\$1,704
	Variance (hearing)	\$588	1	\$588	\$603	1	\$603
	Modifications of conditions on a prior hearings case w/ rehearing	Full fee for original action	0	varies		0	
	Lots of Exception	\$854	0	\$0	\$875	0	\$0
	Category 1 Land Division - up to 20 lots	\$1,574	1	\$1,574	\$1,613	1	\$1,613
	Category 1 - Fee for each additional lot over 20	\$29	0	\$0	\$30	0	\$0
	Other hearings case	\$611	0	\$0	\$626	0	\$0
	National Scenic Area Site Review	\$1,788	0	\$0	\$1,832	0	\$0
	Withdrawal of Application						
	- Before app. status letter written	Full Refund		N/A		0	
	- After status ltr. assess 4 hr.	\$156		\$0	\$160	0	\$0
	- After hearing notice mailed	No Refund		N/A		0	
Type IV	Legislative or Quasijudicial Plan Revision	\$2290 deposit	0	\$0		0	
	Legislative or Quasijudicial Zone Change	\$2290 deposit	0	\$0		0	
	Pre-application conference	\$329	29	\$9,541	\$337	29	\$9,773
	Pre-application conference for home occupation	\$164	3	\$492	\$168	3	\$504
	Notice Sign	\$10	no data	no data	\$10		\$0
	Research Fee (includes mailing list production) (2 hour deposit required)	\$40/hr	no data	no data	\$41/hr		

	<b>Action</b>	<b>FY05 Fee</b>	<b>FY05 Cases</b>	<b>FY05 Revenue</b>	<b>CPI * FY05 fee</b>	<b>Projected FY06 Cases</b>	<b>Projected FY06 Revenue</b>
<b>Misc.</b>	Photocopies	\$30 per page	no data	no data	30 per page		
	Color aerial photograph	\$6.25 each	no data	no data	\$6.40 each		
	Cassette tape recording of hearing	\$29 first tape – additional \$2.60 each additional tape	no data	no data	\$30 first tape - additional \$2.65 each additional tape		
	Rescheduled hearing	\$243	2	\$486	\$249	2	\$498
<b>Misc.</b>	Subscription for all County land use decisions	\$1,947	0	\$0	\$1,995	0	\$0
	Subscription for all Scenic Area land use decisions	\$677	0	\$0	\$694	0	\$0
	Subscription for all land use decisions except scenic area	\$1,270	0	\$0	\$1,301	0	\$0
	Inspection Fee	\$75	no data	no data	\$77		

**\$80,593**

**\$82,393**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Establishing Fees and Charges for MCC 11.05 Land Use General Provisions, 11.15 Zoning, 11.45 Land Divisions, 37 Administration and Procedures, 38 Columbia River Gorge National Scenic Area, and Repealing Resolution No. 05-160

**The Multnomah County Board of Commissioners Finds:**

- a. On April 13, 2000, the Board adopted Ordinance No. 944 establishing land use fees by resolution.
- b. Multnomah County has entered into intergovernmental agreements with the cities of Portland and Troutdale to provide planning services for areas outside those city limits and within the urban growth boundaries.
- c. On September 15, 2005, the Board adopted Resolution No. 05-160 that updated the fees for services provided by Portland (Exhibit A) only, and all other fees and charges remained the same.
- d. The fees of the Land Use Planning Division were last adjusted in February of 2005, and these fees should now be adjusted to account for the change in the Consumer Price Index since that time.
- e. The Land Use Planning Division also proposes a new expedited review fee in the National Scenic Area.
- f. All other fees and charges established by Resolution 05-160 remain the same.

**The Multnomah County Board of Commissioners Resolves:**

1. Resolution No. 05-160 is repealed and Land Use Planning Division fees for MCC Chapters 11.05, 11.15, 11.45, 37 and 38, excluding planning services provided under IGAs are set as follows:

	<b>Action</b>	<b>Fee</b>
<b>Type I</b>	Building Permit Review	\$53
	Address Assignment	\$26
	Address Reassignment (requires notice)	\$53
	Land Use Compatibility Review	\$43
	Sign Permit	\$30
	Wrecker License Review	\$221



	<b>Action</b>	<b>Fee</b>
	DMV Dealer Review	\$43
	Grading and Erosion Control	\$378
	Floodplain Development Permit or Review (one & two family dwellings)	\$30
	Floodplain Development Permit (all other uses)	\$66
	Moving of a Floating Home Permit	\$95
Type II	Health Hardship Permit	\$189
	Health Hardship Renewal	\$95
	Non-hearing Variance	\$279
	Exceptions and Lots of Exception	\$130
	Time Extension	\$279
	Administrative Decision by Planning Director	\$279
	Willamette River Greenway	\$692
	Significant Environmental Concern	\$692
	Administrative Modification of Conditions established in prior contested case	\$189
	Hillside Development	\$502
	National Scenic Area Site Review	\$378
	National Scenic Area Site Review	\$100
	Temporary Permit	\$189
	Design Review	\$708
	Category 3 Land Division	\$549
	Category 4 Land Division	\$249
	Property Line Adjustment	\$201
	Appeal of Administrative Decision	\$250
	Withdrawal of Application	
	- Before app. status letter written	Full Refund
	- After status ltr. assess 4 hr.	\$162
	Withdrawal of Appeal	
	- After hearing notice mailed	No Refund
Type III	Planned Development	\$2,198
	Community Service	\$1,832
	Regional Sanitary Landfill	\$2,365
	Conditional Use (CU)	\$1,832

	<b>Action</b>	<b>Fee</b>
	CU for Type B Home Occupation	\$852
	Variance (hearing)	\$603
	Modifications of conditions on a prior hearings case w/ rehearing	Full fee for original action
	Lots of Exception	\$875
	Category 1 Land Division - up to 20 lots	\$1,613
	Category 1 - Fee for each additional lot over 20	\$30
	Other hearings case	\$626
	National Scenic Area Site Review	\$1,832
	Withdrawal of Application	
	- Before app. status letter written	Full Refund
	- After status ltr. assess 4 hr.	\$160
	- After hearing notice mailed	No Refund
<b>Type IV</b>	Legislative or Quasijudicial Plan Revision	\$2,290 deposit
	Legislative or Quasijudicial Zone Change	\$2,290 deposit
<b>Misc.</b>	Pre-application conference	\$337
	Pre-application conference for home occupation	\$168
	Notice Sign	\$10
	Research Fee (includes mailing list production) (2 hour deposit required)	\$41/hour
	Photocopies	\$.30 per page
	Color aerial photograph	\$6.40 each
	Cassette tape recording of hearing	\$30.00 first tape- additional \$2.65 each tape
	Rescheduled hearing	\$249
	Subscription for all County land use decisions	\$1,995/year
	Subscription for all Scenic Area land use decisions	\$694/year
	Subscription for all land use decisions except scenic area	\$1,301/year

	<b>Action</b>	<b>Fee</b>
	Inspection Fee	\$77

2. Fees for planning services provided by the City of Troutdale under the IGA are as set by the City of Troutdale.
3. Fees for planning services provided by the City of Portland under IGA are set in the attached Exhibit A.
4. This Resolution takes effect and Resolution 05-160 is repealed on January 1, 2006.

ADOPTED this 15th day of December 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy  
Sandra N. Duffy, Assistant County Attorney

## Exhibit A (for Services Provided by Portland under IGA)

<b>Land Use Planning Fees for Portland Services under IGA Are Set as Follows:</b>	
Adjustment Review Residential Use (only)	
Fences/Decks/Eaves	\$1,200
Lots with existing single-dwelling units	\$1,672
All other residential adjustments	\$1,565
Non-residential or mixed use	\$1,679
Comprehensive Plan Map Amendment	\$17,903
Conditional Use	
Type I	\$2,445
Type II (Minor)	\$3,276
Type III (Major)	
New Conditional Use	\$10,932
Existing Conditional Use	\$5,182
Radio Frequency	\$10,932
Demolition/ Demolition Delay Extension Review	\$3,217
Design Review	
Major (Type III)	0.0043 of valuation minimum \$5,547; maximum \$21,997
Minor A (Type I & II) (except as identified in Minor B) (includes residential projects with 2 or more units)	minimum \$3,488; maximum \$6,915
Minor B (Type I & II) --Includes residential projects with 1 unit --Improvements under \$5,000 --Fences, freestanding & retaining walls, gates --Parking areas 10,000 sq. ft. or less --Awnings, signs, rooftop equipment --Colors in historic districts --Lighting Projects --Remodels affecting less than 25 ft. of frontage	minimum \$785; maximum \$3,325
Modifications through Design Review	\$300
Environmental Review (Type I)	\$570
Environmental Review (Type II) Residential use (only)	\$2,129
Non-residential or mixed use	\$3,129

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--Undividable lot with existing single dwelling unit	\$4,582
Environmental Violation Plan Check	\$850 (add to base fee)
Environmental Violation Review (Type II)	\$3,329
Final Plat Review / Final Development Plan Review for Planned Development or Planned Unit Development) (Type I)	
If preliminary with Type I with no street	\$1,660
If preliminary was Type I or IIx with a street	\$3,562
If preliminary was Type II / IIx with no street	\$3,562
If preliminary was Type III	\$5,936
Greenway	
Residential use (only)	\$1,129
Non-residential or mixed use	\$4,144
Historic Landmark designation or removal	
Individual properties (Type III)	\$3,973
Multiple Properties or districts (Type III)	\$4,774
Demolition Review (Type IV)	\$5,247
Home Occupation Permit	
Initial Permit	\$111
Annual Renewal	\$111
Late charge for delinquent permits	\$5 per month
Impact Mitigation Plan	
Amendment (Minor) (Type II)	\$3,090
Implementation (Type II)	\$3,626
Amendment (Use) (Type III)	\$6,196
New/Amendment (Major) (Type III)	\$22,662
Land Division Review	
Type I	\$5,177 + \$125 per lot plus \$520 if new street
Type IIx	\$6,504 + \$125 per lot plus \$520 if new street

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Partition with Concurrent Environmental Review (Type III)	\$8,182
<b>Land Division Amendment Review</b>	
Type I	\$3,112
Type IIx	\$4,114
Type III	\$8,443
Lot Consolidation (Type I)	\$1,300
Master Plan	\$7,372
Minor Amendments to Master Plans (Type II)	
New Master Plans or Major Amendments to Master Plans (Type III)	\$13,360
Non-conforming Status Review (Type II)	\$2,229
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Planned Development Review Type IIx	\$4,127
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Minor	\$1,500
Pre-Application Conference for PUD/PD Final Development Plan	\$728
Statewide Planning Goal (Type III)	\$30,215
Tree Preservation Violation Review (Type III)	\$7,025
Tree Review (Type I)	\$900
Tree Review (Type II)	\$1,329
Zoning Map Amendment (Type III)	\$5,920

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Type II / IIx	\$2,971
Type III	\$7,025
Other Planning Services	
Appeals	
Type II / IIx	\$250
Type III	½ of application
Appointment for Early Land Use Review Assistance	\$150 per hour Minimum – ½ hour
Design Advice Request	\$1,447
Early Plan Review (per hour)	\$110 per hour
Expert Outside Consultation (above base fee)	\$83 per hour
Hourly Rate for Land Use Services	\$110 per hour
Plan Check	\$1.39 per \$1,000 valuation
Residential and commercial	\$47 minimum
Community Design Standards Plan Check	\$.003 of valuation (add to base fee)
Environmental Plan Check	\$727 (add to base fee)
Pre-Development Conference	\$1,003
Property Line Adjustment	\$941
Renotification Fee	\$493
Transcripts	Actual cost
Zoning Confirmation	
Tier A (bank letter, new DMV)	\$277
Tier B (zoning/development analysis, nonconforming standard evidence, notice of use determination)	\$804
Lot Segregation	\$440
Lot Segregation with Property Line Adjustment	\$1,046
DMV Renewal	\$45

**BOGSTAD Deborah L**

---

**From:** BOGSTAD Deborah L  
**Sent:** Wednesday, December 14, 2005 9:11 AM  
**To:** Diane Linn; Lisa Naito; Lonnie Roberts; Maria ROJO DE STEFFEY; Serena Cruz  
**Cc:** DUFFY Sandra N; THOMAS John S; KINOSHITA Carol; SCHILLING Karen C; Andy Smith; April FERNANDES; Becky BENT; Carol WESSINGER; Chuck Martin; Darcy Miles; Delma FARRELL; Gary Walker; Iris BELL; Judith Shiprack; Kathryn GORDON; Kristen WEST; Mary Carroll; Matt LIEUALLAN; Matthew LASHUA; Mike BEARD; Rob FUSSELL; Robert Walker; Shelli Romero; Tara BOWEN-BIGGS; Terri Naito; Thomas BRUNER  
**Subject:** Amendment language for R-9 on December 15th Board meeting language  
**Importance:** High

Hello – we need the Commissioners to vote on an amendment to R-9, the fee Resolution. Per Sandy Duffy, the motion language is as follows:

*"I am making a motion to amend the proposed resolution where it has listed a \$100 fee for a National Scenic Area Site Review on page 2. The amendment is the substitution of the word "expedited" for the word "site," so that it will be a \$100 fee for a National Scenic Area Expedited Review."*

**Deb Bogstad, Board Clerk**  
**Multnomah County Commissioners**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277 phone**  
**(503) 988-3013 fax**  
**[deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

12/14/2005



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-208**

Establishing Fees and Charges for MCC 11.05 Land Use General Provisions, 11.15 Zoning, 11.45 Land Divisions, 37 Administration and Procedures, 38 Columbia River Gorge National Scenic Area, and Repealing Resolution No. 05-160

**The Multnomah County Board of Commissioners Finds:**

- a. On April 13, 2000, the Board adopted Ordinance No. 944 establishing land use fees by resolution.
- b. Multnomah County has entered into intergovernmental agreements with the cities of Portland and Troutdale to provide planning services for areas outside those city limits and within the urban growth boundaries.
- c. On September 15, 2005, the Board adopted Resolution No. 05-160 that updated the fees for services provided by Portland (Exhibit A) only, and all other fees and charges remained the same.
- d. The fees of the Land Use Planning Division were last adjusted in February of 2005, and these fees should now be adjusted to account for the change in the Consumer Price Index since that time.
- e. The Land Use Planning Division also proposes a new expedited review fee in the National Scenic Area.
- f. All other fees and charges established by Resolution 05-160 remain the same.

**The Multnomah County Board of Commissioners Resolves:**

1. Resolution No. 05-160 is repealed and Land Use Planning Division fees for MCC Chapters 11.05, 11.15, 11.45, 37 and 38, excluding planning services provided under IGAs are set as follows:

	<b>Action</b>	<b>Fee</b>
<b>Type I</b>	Building Permit Review	\$53
	Address Assignment	\$26
	Address Reassignment (requires notice)	\$53
	Land Use Compatibility Review	\$43
	Sign Permit	\$30
	Wrecker License Review	\$221

	<b>Action</b>	<b>Fee</b>
	DMV Dealer Review	\$43
	Grading and Erosion Control	\$378
	Floodplain Development Permit or Review (one & two family dwellings)	\$30
	Floodplain Development Permit (all other uses)	\$66
	Moving of a Floating Home Permit	\$95
<b>Type II</b>	Health Hardship Permit	\$189
	Health Hardship Renewal	\$95
	Non-hearing Variance	\$279
	Exceptions and Lots of Exception	\$130
	Time Extension	\$279
	Administrative Decision by Planning Director	\$279
	Willamette River Greenway	\$692
	Significant Environmental Concern	\$692
	Administrative Modification of Conditions established in prior contested case	\$189
	Hillside Development	\$502
	National Scenic Area Site Review	\$378
	National Scenic Area Expedited Review	\$100
	Temporary Permit	\$189
	Design Review	\$708
	Category 3 Land Division	\$549
	Category 4 Land Division	\$249
	Property Line Adjustment	\$201
	Appeal of Administrative Decision	\$250
	Withdrawal of Application	
	- Before app. status letter written	Full Refund
	- After status ltr. assess 4 hr.	\$162
	Withdrawal of Appeal	
	- After hearing notice mailed	No Refund
<b>Type III</b>	Planned Development	\$2,198
	Community Service	\$1,832
	Regional Sanitary Landfill	\$2,365
	Conditional Use (CU)	\$1,832

	<b>Action</b>	<b>Fee</b>
	CU for Type B Home Occupation	\$852
	Variance (hearing)	\$603
	Modifications of conditions on a prior hearings case w/ rehearing	Full fee for original action
	Lots of Exception	\$875
	Category 1 Land Division - up to 20 lots	\$1,613
	Category 1 - Fee for each additional lot over 20	\$30
	Other hearings case	\$626
	National Scenic Area Site Review	\$1,832
	Withdrawal of Application	
	- Before app. status letter written	Full Refund
	- After status ltr. assess 4 hr.	\$160
	- After hearing notice mailed	No Refund
<b>Type IV</b>	Legislative or Quasijudicial Plan Revision	\$2,290 deposit
	Legislative or Quasijudicial Zone Change	\$2,290 deposit
<b>Misc.</b>	Pre-application conference	\$337
	Pre-application conference for home occupation	\$168
	Notice Sign	\$10
	Research Fee (includes mailing list production) (2 hour deposit required)	\$41/hour
	Photocopies	\$.30 per page
	Color aerial photograph	\$6.40 each
	Cassette tape recording of hearing	\$30.00 first tape- additional \$2.65 each tape
	Rescheduled hearing	\$249
	Subscription for all County land use decisions	\$1,995/year
	Subscription for all Scenic Area land use decisions	\$694/year
	Subscription for all land use decisions except scenic area	\$1,301/year

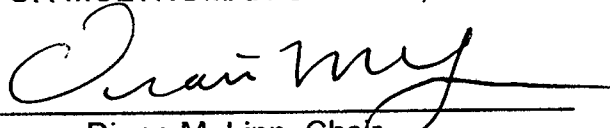
	Action	Fee
	Inspection Fee	\$77

2. Fees for planning services provided by the City of Troutdale under the IGA are as set by the City of Troutdale.
3. Fees for planning services provided by the City of Portland under IGA are set in the attached Exhibit A.
4. This Resolution takes effect and Resolution 05-160 is repealed on January 1, 2006.

ADOPTED this 15th day of December 2005.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Sandra N. Duffy, Assistant County Attorney

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Lot Segregation	\$440
Lot Segregation with Property Line Adjustment	\$1,046
DMV Renewal	\$45





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-10  
Est. Start Time: 10:20 AM  
Date Submitted: 11/21/05

### BUDGET MODIFICATION:

**Agenda Title:** ORDER Approving the Sole Source Procurement Process to Contract with Siemens Building Technologies, Inc. for the Purchase of Building Automation Controls

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

<b>Date Requested:</b>	December 15, 2005	<b>Time Requested:</b>	5 minutes
<b>Department:</b>	DCM	<b>Division:</b>	DCM/CPCA
<b>Contact(s):</b>	Gail Rubin		
<b>Phone:</b>	503-988-5111	<b>Ext.</b>	22651
<b>Presenter(s):</b>	Jon Schrotzberger, Doug Butler		
<b>I/O Address:</b>	503/4		

### General Information

#### 1. What action are you requesting from the Board?

The Department of County Management Services, Facilities and Property Management Division (FPM) is requesting Board approval of a sole source procurement process to contract with Siemens Building Technologies, Inc. for the purchase of building automation system controls (BAS) on a requirements basis for a period of 5 years.

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

The Siemens control system was selected through a formal competitive solicitation process. The contract covers new equipment, materials, and systems including installation, maintenance, warranty, and post warranty services. This system is currently in use in 28 County facilities, constituting a substantial investment in materials and training.

This control system allows for centralized building monitoring and control which result in cost savings in labor and energy consumption. County staff is trained in the operation and maintenance of these systems resulting in cost savings due to reduced need for contractor services.

No other compatible system is available. The Siemens BAS controls allow individual building control systems to report to the Maintenance Section's control center. Some other companies manufacture BAS's but currently none of them can communicate directly with one another.

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

Funds are within the Facilities & Property Management Budget. FPM has negotiated with the contractor to receive General Services Administration pricing (federal) which is Siemens's lowest available pricing. The five year cost of the contract is estimated to be \$750,000.

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

This sole source procurement process is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rule 47-0275. Upon Board approval of the procurement, public notice will be posted on the Multnomah County Central Procurement and Contract Administration website 7 days prior to contract award to allow for protests pursuant to PCRB Rule 47-0710.

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

N/A

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**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 11/21/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

# SIEMENS

November 14, 2005

Mr. Jon Schrotzberger  
Multnomah County Oregon  
401 N. Dixon Street  
Portland, OR 97227

Re: Siemens Building Technologies Energy Management System Pricing

Mr. Schrotzberger:

This letter is to confirm that Siemens Building Technologies will provide Multnomah County Oregon pricing that is consistent with our Federal Supply Schedule program as directed and managed by the General Services Administration (GSA). This program provides governmental agencies with a simplified process for obtaining commonly used commercial supplies at prices associated with volume buying.

By this means, Multnomah County Oregon has established that our pricing represents the best value and results in the lowest overall cost alternative to meet The County's Energy Management System needs.

Siemens Building Technologies cannot sell any products or services below the pricing level set forth in the GSA Schedule for same-type commercial customers under the same terms and conditions.

If you would like to discuss this in more detail or if you require additional information, please call me any time on (503) 944-8126.

Regards,  
Siemens Building Technologies, Inc.

David Yarbrough  
Senior Account Executive

**Siemens Building Technologies, Inc.**

3025 SW Corbett  
Portland, OR 97201

Tel: (503) 234-9995  
Fax: (503) 234-8030



Facilities and Property Management

401 North Dixon

Portland, Oregon 97227

(503) 988-3322 phone

(503) 988-5082 fax

**DATE:** November 16, 2005

**TO:** Gail Rubin, Manager  
Central Contracts and Procurement

**FROM:** Doug Butler, Director FPM  
Jon Schrotzberger, Maintenance Section Manager  
Department of County Management

**SUBJECT: REQUEST FOR A SOLE SOURCE PROCUREMENT FOR  
BUILDING AUTOMATION CONTROLS ON A REQUIREMENTS  
BASIS FROM SIEMENS BUILDING TECHNOLOGIES**

**General**

The Facilities and Property Management Division (FPM) is requesting approval of a sole source procurement to contract with Siemens Building Technologies, Inc. (SBT) for Building Automation Systems (BAS) controls on a requirements basis in all of its owned buildings. We request the contract term be five (5) years. FPM has negotiated with the contractor to receive General Services Administration pricing (federal) which is Siemens's lowest available pricing. The five year cost of the contract is estimated to be \$750,000.00.

**Finding of Fact**

The SBT control system was selected, contracted, and installed under competitive bidding in 1989. The original contract was for a period of 5 years and was renewed in 1994 (Order 94-49) and 2000 (Order 99-109) for an additional 5 years. This control system is currently in daily use in 28 Multnomah County facilities with 2.66 million square feet, constituting a substantial investment in materials and training. The contract requirements are for new equipment, materials, and systems including installation, maintenance, warranty, and post warranty "Operations Services Agreements".

Centralized building monitoring and control of Heating, Ventilating, and Air Conditioning (HVAC), Lighting, Access, Fire Alarm & Annunciation systems allows for better FPM resource and staff utilization in meeting our client's needs.

Use of these controls allows the individual building control systems to report to the Maintenance Section's control center. The centralized Energy Management System (EMS) is monitored and operated by the BAS operators in real time with central alarm reporting.

The existing SBT system was recently upgraded to operate on an independent computer network through the latest Apogee application release.

Various companies' manufacture BAS's but none currently communicate directly with one another. The long term goal of FPM has always been a centralized and standardized EMS computer network with reliable intercommunications between Multnomah County facilities. A common platform for input/output protocols has been promised for a number of years

within the industry. It appears close to acceptance (BACnet/LONnet standards) at which point the progress within the industry should provide more competition for these services and equipment.

By remaining with one manufacturer for the BAS the county has access to the most efficient application of its training and experience, enhancing our energy conservation capabilities, operational ability, sustainability and customer satisfaction.

Over the past 15 years with SBT systems installed in all of our major facilities, our Operating Engineers have been trained in the operation and maintenance of SBT's control system. We have been successful in our centralizing our control of the counties energy use through temperature controls (Executive Rule #268), and scheduling of lights resulting in efficiencies and reduction of costs.

SBT, under contractual agreement, will not withhold any training, maintenance, troubleshooting, or operating information as proprietary. Our Operating Engineers have utilized this unique partnership to obtain the same level of systems proficiency as SBT's installing technicians. This degree of proficiency reduces our dependence on contracted labor to make programming changes, new component installations and repairs thereby reducing the budget for BAS operation every year for the past 3 years.

Standardization of the Energy Management Systems and their control systems eliminates the cost, inconvenience and risk associated with multiple computers, monitors and peripheral equipment necessary for the operation and monitoring of our facilities. Contracts with multiple vendors are avoided reducing administration costs.

The Maintenance Section, Facilities and Property Management of the Department of County Management, in support of this request, submit this Request for Approval of a Sole Source Procurement.

c: Jan Thompson  
File

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

ORDER NO. \_\_\_\_\_

Approving the Sole Source Procurement Process to Contract with Siemens Building Technologies, Inc. for the Purchase of Building Automation Controls

**The Multnomah County Board of Commissioners Finds:**

- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rule 47-0275, a request from the Department of County Management Services, Facilities and Property Management Division (PFM), to enter into a contract with Siemens Buildings Technologies, Inc. on a sole source basis. This procurement process provides for the acquisition of building automation system controls (BAS) on a requirements basis for a 5-year term.
- b. As it appears in the memorandum from Doug Butler, the request for sole source procurement is based on the fact that the original control system contract was awarded through a formal competitive solicitation. The efficient utilization of the existing system requires the acquisition of compatible systems; no other compatible system is available.

c. Findings

The contract covers new equipment, materials, and systems including installation, maintenance, warranty, and post warranty services. The original contract with Siemens was awarded on a formal competitive basis for a 5 year period in 1989. It was renewed for an additional 5 years in 1994 (Board Order 94-490) and again in 2000 (Board Order 99-109) for another 5 years. This system is currently in use in 28 County facilities, constituting a substantial investment in materials and training. It allows for centralized building monitoring and control which result in cost savings in labor and energy consumption. County staff have been trained in the operation and maintenance of these systems resulting in cost savings due to reduced need for contractor services.

The Siemens BAS controls allow individual building control systems to report to the Maintenance Section's control center. Some other companies manufacture similar BAS systems but each system is unique and currently no other can communicate directly with Siemens' equipment.

c. Project Cost

Funds are within the Facilities & Property Management Budget. FPM has negotiated with the contractor to receive General Services Administration (GSA) government pricing (federal) which is the lowest available price offered by Siemens. The 5-year cost of the contract is estimated to be \$750,000.

d. Public Notice

This sole source procurement request is in accordance with the requirements of Multnomah County Public Contract Review Board Administrative Rule 47-0275 . Upon Board approval of the procurement, public notice will be posted on the Multnomah County Central Procurement and Contract Administration website 7 days prior to contract award to allow for protests pursuant to PCRB Rule 47-0710.

**The Multnomah County Board of Commissioners Orders:**

The sole source procurement process to contract with Siemens Building Technologies, Inc. for the purchase of building automation controls for a 5-year period be approved.

ADOPTED this 15th day of December, 2005.

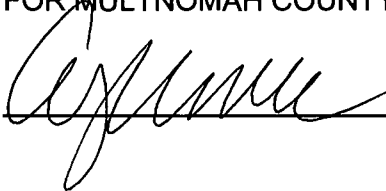
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON, ACTING  
AS THE PUBLIC CONTRACT REVIEW BOARD

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Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON



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

**ORDER NO. 05-209**

Approving the Sole Source Procurement Process to Contract with Siemens Building Technologies, Inc. for the Purchase of Building Automation Controls

**The Multnomah County Board of Commissioners Finds:**

- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rule 47-0275, a request from the Department of County Management Services, Facilities and Property Management Division (PFM), to enter into a contract with Siemens Buildings Technologies, Inc. on a sole source basis. This procurement process provides for the acquisition of building automation system controls (BAS) on a requirements basis for a 5-year term.
- b. As it appears in the memorandum from Doug Butler, the request for sole source procurement is based on the fact that the original control system contract was awarded through a formal competitive solicitation. The efficient utilization of the existing system requires the acquisition of compatible systems; no other compatible system is available.

c. Findings

The contract covers new equipment, materials, and systems including installation, maintenance, warranty, and post warranty services. The original contract with Siemens was awarded on a formal competitive basis for a 5 year period in 1989. It was renewed for an additional 5 years in 1994 (Board Order 94-490) and again in 2000 (Board Order 99-109) for another 5 years. This system is currently in use in 28 County facilities, constituting a substantial investment in materials and training. It allows for centralized building monitoring and control which result in cost savings in labor and energy consumption. County staff has been trained in the operation and maintenance of these systems resulting in cost savings due to reduced need for contractor services.

The Siemens BAS controls allow individual building control systems to report to the Maintenance Section's control center. Some other companies manufacture similar BAS systems but each system is unique and currently no other can communicate directly with Siemens' equipment.

d. Project Cost

Funds are within the Facilities & Property Management Budget. FPM has negotiated with the contractor to receive General Services Administration (GSA) government pricing (federal) which is the lowest available price offered by Siemens. The 5-year cost of the contract is estimated to be \$750,000.



e. Public Notice

This sole source procurement request is in accordance with the requirements of Multnomah County Public Contract Review Board Administrative Rule 47-0275. Upon Board approval of the procurement, public notice will be posted on the Multnomah County Central Procurement and Contract Administration website 7 days prior to contract award to allow for protests pursuant to PCRB Rule 47-0710.

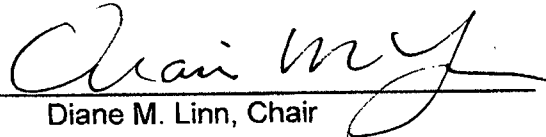
**The Multnomah County Board of Commissioners Orders:**

The sole source procurement process to contract with Siemens Building Technologies, Inc. for the purchase of building automation controls for a 5-year period is approved.

ADOPTED this 15th day of December, 2005.



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

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By 

John S. Thomas, Deputy County Attorney



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-11 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-11  
Est. Start Time: 10:25 AM  
Date Submitted: 12/14/05

**BUDGET MODIFICATION: MCSO - 4** *Substituted for Budget Note*

**Request Board Approval of Midyear 2006 Budget Note to Earmark \$710,770**  
**Agenda Title: County General Fund Contingency to Fund 114 Beds at Inverness Jail (if necessary)**

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>15 Minutes</u>
<b>Department:</b>	<u>Sheriff's Office</u>	<b>Division:</b>	<u>Executive Office</u>
<b>Contact(s):</b>	<u>Christine Kirk</u>		
<b>Phone:</b>	<u>(503) 988-4455</u>	<b>Ext.</b>	<u>84455</u>
	<b>I/O Address:</b>	<u>503/350</u>	
<b>Presenter(s):</b>	<u>Sheriff Giusto and Christine Kirk, Chief of Staff</u>		

### General Information

#### 1. What action are you requesting from the Board?

Request the Board of County Commissioners approve a midyear 2006 budget note which will earmark \$710,770 in contingency for opening two dorms at the Inverness Jail (114 beds). The approval of the budget note will approve the expenditure to open the facility to its design capacity of 1,014 and add 114 beds to the corrections system. A request for an allocation of the funds, was brought to The Board on December 1<sup>st</sup>. The request was set over to December 15<sup>th</sup> and on December 7<sup>th</sup>, Commissioners Naito and Cruz Walsh approached the Sheriff with the agreement presented today. The jail beds were opened on December 9<sup>th</sup>, based on the agreement of Commissioner Naito, Cruz Walsh and Sheriff Giusto.

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

In July 2005, the Board purchased MCIJ Programs 60022L, 60022M and a portion of 60022N which included the 57 beds (P57) purchased by the City of Portland, for a total of 900 beds.

In August of 2005, the Board notified the Sheriff's Office that they had funds to open and operate the remaining 114 beds at MCIJ. The Board set the following criteria for opening:

1. The Sheriff's Office had to hire sufficient staff so as not to exacerbate overtime spending; and
2. Overtime could not be used in lieu of staffing in order to open early.

The Sheriff informed the Board that it would take 60-90 days to get staff into place in order to open both the P57 beds and the 114 vacant beds. During the ensuing 90 days, a series of events happened that facilitated the strategy for staffing the Corrections Deputy vacancies:

1. The Board elected not to purchase the Close Street Supervision Program from the Sheriff's Office. This resulted in a labor action by the Corrections Deputy bargaining unit that delayed closure until October 17. CSS was closed on Oct 17 and seven deputies were redeployed into vacancies. The labor dispute remains unresolved.
2. In September the Board corrected a funding and staffing issue in the MCIJ program offers that assured MCIJ was fully funded for 900 beds.
3. In September the Multnomah County Work Release Program was closed due to a reduction of SB 1145 funding by the State. This closure moved nine positions into other corrections assignments and reduced a like number of vacancies.
4. With the deputies reassigned from the closed programs and new hires, the MCSO can assure that overtime will not be exacerbated when opening the 114 beds. These vacancies have been and will continue to be filled from a list that began compilation in May with a pool of 226. Of that pool, 36 failed the initial screening. Of the 190 remaining candidates a thorough background process was undertaken on each.

The amount of resources directed to facilitate the hiring process is dependant upon the urgency of the hire. Once MCSO was notified by the Board of their desire to open the 114 beds, resources were redirected to the background and hiring process to identify qualified candidates. Sufficient candidates have been identified and hired. As space becomes available, candidates will attend a 5 week training at the Oregon Department of Public Safety Standards and Training in Monmouth Oregon. This training requirement is necessary to successfully be certified as a Corrections Deputy and must be completed within one year of hire.

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

The total cost for the remainder of FY 2006 is \$710,770. The Staffing requirements to operate the 114 beds are 10.10 FTE. Ongoing annual costs for operating the two dorms is projected at \$1,009,321 for the re-packaged FY 2006 Budget process.

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

The agreement which was reached assuring that the 114 beds could open was an effort to assure that the service could be provided and there was a mechanism to assure that Sheriff Giusto did not have to overspend his budget in order to provide the service. This was important to ensure that the County acted within budget rules. In coming to the agreement, other items were agreed upon:

- As adopted in the FY06 Budget, the Multnomah County Sheriff's Office (MCSO) will decrease FY06 overtime expenditures by \$1m over FY05 actual expenditures.
- The Sheriff's Office in partnership with County SAP staff will continue to develop mechanisms for closely monitoring personnel costs within MCSO.

- The Board and the Sheriff's Office will examine County personnel policies that inadvertently drive personnel costs.
- The County's Chief Financial Officer will contract with an independent management professional to review MCSO management and staffing policies.
- The Sheriff's Office will contract with an independent consultant to work within MCSO to review staff assignments and "post-relief" factors.
- A Joint Steering Committee – including members of the Board of County Commissioners, the Sheriff, and the Chief Financial Officer or their representatives – will work cooperatively to oversee these processes.
- Monthly reports on the progress of these shared goals will be provided at regular public meetings of the Board.

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

The aim in opening the beds is to assist in meeting the needs of the criminal justice system.

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**Required Signatures**

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**Department/  
Agency Director:**



**Date: December 14  
2005**

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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

## Midyear FY 2006 Budget Note

**Earmark \$710,770  
County General  
Fund Contingency  
to Fund 114 Beds  
at Inverness Jail (if  
necessary).**

Multnomah County opened an additional 114 beds (two dorms) at Inverness Jail on December 9, 2005, bringing the facility to full capacity.

The Sheriff's Office and the Board of County Commissioners look forward to a cooperative process with shared goals, and agree to the following objectives:

- As adopted in the FY06 Budget, the Multnomah County Sheriff's Office (MCSO) will decrease FY06 overtime expenditures by \$1m over FY05 spending. This spending target is \$5.1 million in Overtime expenditures.
- The Sheriff's Office in partnership with County SAP staff will continue to develop mechanisms for closely monitoring personnel costs within MCSO.
- The Board and the Sheriff's Office will examine County personnel policies that inadvertently drive personnel costs.
- The County's Chief Financial Officer will contract with an independent management professional to review MCSO management and staffing policies.
- The Sheriff's Office will contract with an independent consultant to work within MCSO to review staff assignments and "post-relief" factors.
- A Joint Steering Committee – including members of the Board of County Commissioners, the Sheriff, and the Chief Financial Officer or their representatives – will work cooperatively to oversee these processes.
- Monthly reports on the progress of these shared goals will be provided at regular public meetings of the Board.

In order to ensure that the Sheriff does not overspend his budget, the Sheriff may request any portion of the \$710,770 earmarked in the County General Fund Contingency for maintaining these jail beds through a budget modification submitted to the Board of County Commissioners by June 30, 2006. Approval of the budget modification is dependent on meeting the goals outlined above.

**BOGSTAD Deborah L**

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**From:** KIRK Christine A  
**Sent:** Wednesday, December 14, 2005 6:39 PM  
**To:** LINN Diane M; FARRELL Delma D; BEARD Mike; FUSSELL Rob; BRUNER Thomas; SHERIFF  
**Cc:** BOGSTAD Deborah L; AAB Larry A  
**Subject:** New APR and Materials for the Board

Chair Linn,

Attached are the materials that will substitute the submitted APR on the 114 beds. As the funds are remaining in contingency, a bud mod was not needed.

I, representing MCSO, and Mary Carroll on behalf of Cruz and Naito, worked to on the budget note and to assure the APR fit the agreement that was offered to get the beds open.

I will make myself available to you or your staff if needed to assist in moving this forward tomorrow. Sheriff Giusto and I will be present for the 10:32 agenda item.

Thank you for your continued interest in putting services first. It is good to have MCIJ full again.

Christine Kirk

Christine Kirk  
Multnomah County Sheriff's Office  
501 SE Hawthorne Suite 350, Portland OR 97214  
503-988-4301, fax 503-988-4316  
Inter-office mail - 503/350/kirk

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12/15/2005

#1

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

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: Dec 15, 2005

SUBJECT: Crime Prevention

R-11

AGENDA NUMBER OR TOPIC: # 1 Jail beds

FOR: X AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Ron Clemenson (citizen)

ADDRESS: Centennial Community Arsn

CITY/STATE/ZIP: Portland / Mult Co

PHONE: \_\_\_\_\_ DAYS: (503) 252 3383 EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: I would like to address  
to Commissioners briefly on  
The above subject

**IF YOU WISH TO ADDRESS THE BOARD:** ✓

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

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

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



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-11  
Est. Start Time: 10:25 AM  
Date Submitted: 12/07/05

### BUDGET MODIFICATION: MCSO - 04

**Agenda Title:** Request Board Approval for Revenue to be Placed in Contingency for Opening Two Additional Dorms at the Inverness Jail Facility

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

<b>Date Requested:</b>	December 15, 2005	<b>Time Requested:</b>	15 Minutes
<b>Department:</b>	Sheriff's Office	<b>Division:</b>	Corrections
<b>Contact(s):</b>	Larry Aab / Tim Moore		
<b>Phone:</b>	(503) 988-4455	<b>Ext.:</b>	84455
	<b>I/O Address:</b>	503/350	
<b>Presenter(s):</b>	Sheriff Giusto, Chief Deputy Moore and Business Services Director Aab		

### General Information

#### 1. What action are you requesting from the Board?

Request approval to appropriate \$710,770 in contingency for opening two dorms at the Inverness Jail. The Sheriff's Office will continue to work with the Board on demonstrating the need for this additional funding. This action will open the facility to its design capacity of 1,014 and add 114 beds to the corrections system. This item was brought to The Board on December 1<sup>st</sup> but then this item was set over to December 15<sup>th</sup>, 2005.

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

In July 2005, the Board purchased MCIJ Programs 60022L, 60022M and a portion of 60022N which included the 57 beds (P57) purchased by the City of Portland, for a total of 900 beds.

In August of 2005, the Board notified the Sheriff's Office that they had funds to open and operate the remaining 114 beds at MCIJ. The Board set the following criteria for opening:



1. The Sheriff's Office had to hire sufficient staff so as not to exacerbate overtime spending;  
and
2. Overtime could not be used in lieu of staffing in order to open early.

The Sheriff informed the Board that it would take 60-90 days to get staff into place in order to open both the P57 beds and the 114 vacant beds. During the ensuing 90 days, a series of events happened that facilitated the strategy for staffing the Corrections Deputy vacancies:

1. The Board elected not to purchase the Close Street Supervision Program from the Sheriff's Office. This resulted in a labor action by the Corrections Deputy bargaining unit that delayed closure until October 17. CSS was closed on Oct 17 and seven deputies were redeployed into vacancies. The labor dispute remains unresolved.
2. In September the Board corrected a funding and staffing issue in the MCIJ program offers that assured MCIJ was fully funded for 900 beds.
3. In September the Multnomah County Work Release Program was closed due to a reduction of SB 1145 funding by the State. This closure moved nine positions into other corrections assignments and reduced a like number of vacancies.
4. With the deputies reassigned from the closed programs and new hires, the MCSO can assure that overtime will not be exacerbated when opening the 114 beds. These vacancies have been and will continue to be filled from a list that began compilation in May with a pool of 226. Of that pool, 36 failed the initial screening. Of the 190 remaining candidates a thorough background process was undertaken on each.

The amount of resources directed to facilitate the hiring process is dependant upon the urgency of the hire. Once MCSO was notified by the Board of their desire to open the 114 beds, resources were redirected to the background and hiring process to identify qualified candidates. Sufficient candidates have been identified and hired. As space becomes available, candidates will attend a 5 week training at the Oregon Department of Public Safety Standards and Training in Monmouth Oregon. This training requirement is necessary to successfully be certified as a Corrections Deputy and must be completed within one year of hire.

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

The total cost for the remainder of FY 2006 is \$710,770. The Staffing requirements to operate the 114 beds are 10.10 FTE. Ongoing annual costs for operating the two dorms is projected at \$1,009,321 for the re-packaged FY 2006 Budget process. (Please see attached purchasing plan map.)

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

NA

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

The aim in opening the beds in this time frame is to assist with the Mayor's initiative in the downtown area as well as assist us in coping with the additional demands on the criminal justice system during the holiday period. We believe our citizens will feel more confident in accessing the community with the addition of these resources during this period of year.

# ATTACHMENT A

## Budget Modification

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

- What revenue is being changed and why?  
N/A
- What budgets are increased/decreased?  
The following budgets will be affected by this action:  
Decrease the County-wide Contingency By \$710,771  
Increase the Corrections Division General Fund by \$710,770  
Increase the Risk Fund by \$82,986
- What do the changes accomplish?  
The budgetary changes if proven necessary would decrease contingency by \$710,771 and increase the Sheriff's Office budget by \$710,771 to support the operation of the additional 114 beds at MCII.
- Do any personnel actions result from this budget modification? Explain.  
This would increase the Sheriff's Office personnel by 9.10 Corrections Deputies and 1.0 Corrections Counselor.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
All overhead costs are covered in previously purchased jail bed and corrections counselor program offers.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
This request would get the last of the 114 beds at Inverness Jail operational for the remainder of FY 06. The Sheriff's Office will ask for continued funding through the program offer process during the County budget process for Fiscal Year 2007.
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

## Contingency Request

If the request is a Contingency Request, please answer all of the following in detail:

- Why was the expenditure not included in the annual budget process?  
The two dorms were offered as a program offer in the FY 2006 Budget Process but were not purchased.
- What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?  
We have closed the Work Release Center and transferred those funds to support the Inverness Jail operation. However, due to the reduction in State SB 1145 revenue, there were not sufficient funds

to cover the State revenue shortfall and open the additional dorms. Budget projections of all other MCSO programs are at 100%.

- Why are no other department/agency fund sources available?

All agency funds are assigned to operate the programs the Board purchased.

- Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?

The jail dorms will be included in the FY 2007 Budget program offers for the Sheriff's Office.

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

These two dorms were offered as a program offer last spring as part of the FY2006 budget process, and were included in the Executive budget. At that time, the Board chose not to purchase the offers in the adopted budget.

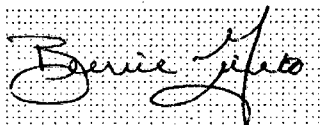
*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

## ATTACHMENT B

BUDGET MODIFICATION: MCSO - 04

### Required Signatures

Department/  
Agency Director:



Date: 12/07/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID: **MCSO-04****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	19	1000			950001000		60470		(710,770)	(710,770)		Contingency
2									0			
3	60-30	1000			601422		60000		309,901	309,901		Permanent
4	60-30	1000			601422		60120		27,504	27,504		Premium
5	60-30	1000			601422		60130		111,242	111,242		Salary Related
6	60-30	1000			601422		60140		75,531	75,531		Insurance
7	60-30	1000			601422		60170		356	356		Professional Services
8	60-30	1000			601422		60200		22	22		Communications
9	60-30	1000			601422		60240		4,893	4,893		Supplies
10	60-30	1000			601422		60250		58,486	58,486		Food
11	60-30	1000			601422		60260		835	835		Education and Training
12									0			
13									ADMIN/SUPPORT PORTION			
14	60-30	1000			601400		60170		30,000	30,000		Professional Services
15	60-30	1000			601400		60240		4,116	4,116		Supplies
16	60-20	1000			601200		60170		45,000	45,000		Professional Services
17									0			
18									COUNSELOR PORTION			
19	60-30	1000			601622		60000		27,134	27,134		Permanent
20	60-30	1000			601622		60130		8,295	8,295		Salary Related
21	60-30	1000			601622		60140		7,455	7,455		Insurance
22									0			
23	72-10	3500			705210		50316		(82,986)	(82,986)		Increase Ins Rev
24	72-10	3500			705210		60330		82,986	82,986		Increase Offsetting Exp
25									0			
26									0			
27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

**ANNUALIZED PERSONNEL CHANGE**

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	1011		Corrections Deputy		9.10	531,258	175,156	125,474	831,888
1000	6268		Corrections Counselor		1.00	46,516	14,220	12,780	73,516
									0
									0
									0
									0
									0
									0
									0
									0
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									0
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									0
TOTAL ANNUALIZED CHANGES					10.10	577,774	189,376	138,254	905,404

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

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

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	1011		Corrections Deputy		5.30	309,901	102,174	73,193	485,268
1000	6268		Corrections Counselor		0.58	27,134	8,295	7,455	42,884
									0
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									0
									0
TOTAL CURRENT FY CHANGES					5.88	337,035	110,469	80,648	528,152



County Management, Budget Office

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**MULTNOMAH COUNTY OREGON**

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**Budget Office**

501 SE Hawthorne Blvd., Suite 531

Portland, Oregon 97214

(503) 988-3312 Phone

(503) 988-4570 Fax

## **CONTINGENCY REQUEST STAFF REPORT**

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**TO:** Board of County Commissioners  
**FROM:** Christian Elkin, Sr. Budget Analyst  
Julie Neburka, Principal Budget Analyst  
**DATE:** November 23, 2005

**SUBJECT: General Fund Contingency Request for Board approval to appropriate \$981,675 in General Fund contingency transfers to the Sheriff's Office and to the Health Department in order to operate an additional 114 jail beds at Inverness Jail in FY 2006**

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### ***Summary***

Budget Modifications MCSO-04 and HD-22 transfers \$981,675 from the General Fund Contingency to the Sheriff's Office and the Health Department in order to operate an additional 114 jail beds at the Inverness Jail for the remainder of FY 2006.

### ***Contingency Requirements***

The Budget Office is required to inform the Board if contingency requests submitted for Board approval satisfy the general guidelines and policies for using the General Fund Contingency. Those requirements are summarized as follows:

1. Approve no contingency requests for purposes other than "one-time-only" allocations.
2. Limit contingency funding to the following:
  - a. Emergency situations which if left unattended will jeopardize the health and safety of the community.
  - b. Unanticipated expenditures necessary to keep a public commitment of fulfill a legislative or contractual mandate, or which can be demonstrated to result in significant administrative or programmatic efficiencies that cannot be covered by existing appropriations.
3. The Board, may when it adopts the budget for a fiscal year, specify programs which it wishes to review during the year and increase the Contingency account to provide financial capacity to support those programs if it chooses. Contingency funding of such programs complies with this policy.

## ***Background***

### **FY 2006 Budget Note**

During the FY 2006 Budget, the Board adopted the following budget note:

#### **County Management & Sheriff's Office Internal Service Taskforce**

The Department of County Management, the Sheriff's Office, staff from the Board of County Commissioners, and mutually agreed-upon citizen representatives will form a task force to review internal service costs in the Sheriff's Office. This proposal is in addition to the reviews outlined in the budget note entitled, "Reporting on Internal Services, Central Procurement & Contracting, Countywide Administration," that will be looking at these issues across the County.

The goal of the County-Sheriff's Office Internal Service Task Force will be to find \$6 million of general fund savings through eliminating duplication and inefficiencies in internal services. The Task Force will maximize value for County taxpayers by seeking the best solutions countywide. The Task Force may find efficiencies in County provision of internal services, Sheriff's Office provision of internal services, or in some combination of the two.

*If at least \$2.6 million of general fund savings is identified by Dec. 31st, 2005, \$600,000 of that amount will be appropriated to open two dorms at Inverness Jail for three months (April – June 2006).* Remaining savings may be used to offset public safety cuts for FY 2007. This entire proposal is contingent on the closure of Close Street Supervision for FY 2006. It is the intent of the Board to provide Close Street transition funding to the Sheriff's Office for a period of no more than two months to ramp down the program. The Budget Office will bring a budget modification to the Board to implement this action.

#### ***Budget Office Recommended Action***

The Board should approve an appropriation for Inverness Jail detention and Corrections Health operations based on estimates provided by the departments.

Sheriff's Office	\$710,770
Health Department	<u>\$270,905</u>
Total	\$981,675

The request is consistent with County policy as it falls under Criteria 1 used for one-time-only purposes. In addition, the Board identified the funding in a Budget Note as identified in Criteria 3.

#### ***Summary Recommendation***

The Budget Office recommends approval of this budget modification as an appropriate place from which to request one-time only funding. This request will reduce the General Fund contingency by (\$981,675).



**BOGSTAD Deborah L**

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**From:** KIRK Christine A  
**Sent:** Wednesday, December 07, 2005 12:25 PM  
**To:** HOPPEL Michelle L; ELKIN Christian; BOGSTAD Deborah L  
**Cc:** YANTIS Wanda; NAITO Terri W; CARROLL Mary P  
**Subject:** RE: Most updated - Additional 114 MCIJ Jail Beds

Thank you so much. Based on a meeting with Commissioner Cruz and Naito, an agreement has been reached to move forward and place the funds in contingency while the Commissioners and our office work on commonly identified goals to assure we move towards future budget years in the most sound manner possible, both politically and operationally.

This will allow the beds to be opened ASAP.

---

**From:** HOPPEL Michelle L  
**Sent:** Wednesday, December 07, 2005 12:22 PM  
**To:** ELKIN Christian; BOGSTAD Deborah L  
**Cc:** KIRK Christine A; YANTIS Wanda  
**Subject:** Most updated - Additional 114 MCIJ Jail Beds

Hi there, we had some last minute updates. Attached are copies of our bud mod and APR with those last minute updates. Please delete the attachments that were sent to you yesterday. I so appreciate your help on this. Let me know if there is anything else we can do for you. Thank you so much.

Michelle Hoppel  
Sr. Finance Specialist, Fiscal Services  
Multnomah County Sheriff's Office  
501 SE Hawthorne, Ste. 350  
Portland, OR 97214  
phone 503-988-4445

"It could be, it might be, it is! A home run!" Harry Caray

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12/7/2005



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/01/05  
Agenda Item #: R-15  
Est. Start Time: 11:40 AM  
Date Submitted: 11/23/05

**BUDGET MODIFICATION: MCSO - 04**

**Agenda Title: Budget Modification MCSO-04 Requesting General Fund Contingency Transfer of \$710,770 to the Sheriff's Office Budget to Open Two Additional Dorms at the Inverness Jail Facility**

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

<b>Date Requested:</b>	December 1, 2005	<b>Time Requested:</b>	10 Minutes
<b>Department:</b>	Sheriff's Office	<b>Division:</b>	Corrections
<b>Contact(s):</b>	Larry Aab / Tim Moore		
<b>Phone:</b>	(503) 988-4455	<b>Ext.:</b>	84455
<b>I/O Address:</b>	503/350		
<b>Presenter(s):</b>	Sheriff Bernie Giusto, Chief Deputy Moore and Business Services Director Aab		

### General Information

**1. What action are you requesting from the Board?**

Request approval to appropriate \$710,770 from contingency to the Sheriff's Office to open two dorms at the Inverness Jail. This action will open the facility to its design capacity of 1,014 and add 114 beds to the corrections system. The planned opening date is Friday December 9th.

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

In July 2005, the Board purchased MCIJ Programs 60022L, 60022M and a portion of 60022N which included the 57 beds (P57) purchased by the City of Portland, for a total of 900 beds.

In August of 2005, the Board notified the Sheriff's Office that they had funds to open and operate the remaining 114 beds at MCIJ. The Board set the following criteria for opening:

1. The Sheriff's Office had to hire sufficient staff so as not to exacerbate overtime spending; and

2. Overtime could not be used in lieu of staffing in order to open early.

The Sheriff informed the Board that it would take 60-90 days to get staff into place in order to open both the P57 beds and the 114 vacant beds. During the ensuing 90 days, a series of events happened that facilitated the strategy for staffing the Corrections Deputy vacancies:

1. The Board elected not to purchase the Close Street Supervision Program from the Sheriff's Office. This resulted in a labor action by the Corrections Deputy bargaining unit that delayed closure until October 17. CSS was closed on Oct 17 and seven deputies were redeployed into vacancies. The labor dispute remains unresolved.
2. In September the Board corrected a funding and staffing issue in the MCIJ program offers that assured MCIJ was fully funded for 900 beds.
3. In September the Multnomah County Work Release Program was closed due to a reduction of SB 1145 funding by the State. This closure moved nine positions into other corrections assignments and reduced a like number of vacancies.
4. With the deputies reassigned from the closed programs and new hires, the MCSO can assure that overtime will not be exacerbated when opening the 114 beds. These vacancies have been and will continue to be filled from a list that began compilation in May with a pool of 226. Of that pool, 36 failed the initial screening. Of the 190 remaining candidates a thorough background process was undertaken on each.

The amount of resources directed to facilitate the hiring process is dependant upon the urgency of the hire. Once MCSO was notified by the Board of their desire to open the 114 beds, resources were redirected to the background and hiring process to identify qualified candidates. Sufficient candidates have been identified and hired. As space becomes available, candidates will attend a 5 week training at the Oregon Department of Public Safety Standards and Training in Monmouth Oregon. This training requirement is necessary to successfully be certified as a Corrections Deputy and must be completed within one year of hire.

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

The total cost for the remainder of FY 2006 is \$710,770. The planned opening date is Friday December 9th. The Staffing requirements to operate the 114 beds are 10.10 FTE. Ongoing annual costs for operating the two dorms is projected at \$1,009,321 for the re-packaged FY 2006 Budget process. (Please see attached purchasing plan map.)

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

NA

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

The aim in opening the beds on December 9th is to assist with the Mayor's initiative in the downtown area as well as assist us in coping with the additional demands on the criminal justice system during the holiday period. We believe our citizens will feel more confident in accessing the community with the addition of these resources during this period of year.

## ATTACHMENT A

### Budget Modification

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

- What revenue is being changed and why?  
N/A
- What budgets are increased/decreased?  
The following budgets will be affected by this action:  
Decrease the County-wide Contingency By \$710,770  
Increase the Corrections Division General Fund by \$710,770  
Increase the Risk Fund by \$82,986
- What do the changes accomplish?  
The budgetary changes would decrease contingency by \$710,700 and increase the Sheriff's Office budget by \$710,700 to support the operation of the additional 114 beds at MCIJ.
- Do any personnel actions result from this budget modification? Explain.  
This would increase the Sheriff's Office personnel by 9.10 Corrections Deputies and 1.0 Corrections Counselor.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
All overhead costs are covered in previously purchased jail bed and corrections counselor program offers.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?  
This request would get the last of the 114 beds at Inverness Jail operational for the remainder of FY 06. The Sheriff's Office will ask for continued funding through the program offer process during the County budget process for Fiscal Year 2007.
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

### Contingency Request

If the request is a Contingency Request, please answer all of the following in detail:

- Why was the expenditure not included in the annual budget process?  
The two dorms were offered as a program offer in the FY 2006 Budget Process but were not purchased.
- What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?  
We have closed the Work Release Center and transferred those funds to support the Inverness Jail operation. However, due to the reduction in State SB 1145 revenue, there were not sufficient funds

to cover the State revenue shortfall and open the additional dorms. Budget projections of all other MCSO programs are at 100%.

- Why are no other department/agency fund sources available?

All agency funds are assigned to operate the programs the Board purchased.

- Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?

The jail dorms will be included in the FY 2007 Budget program offers for the Sheriff's Office.

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

These two dorms were offered as a program offer last spring as part of the FY2006 budget process, and were included in the Executive budget. At that time, the Board chose not to purchase the offers in the adopted budget.

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

## ATTACHMENT B

BUDGET MODIFICATION: MCSO - 04

### Required Signatures

Department/  
Agency Director:



Date: 11/23/05

Budget Analyst:



Date: 11/27/05

Department HR:

Date:

Countywide HR:

Date:

Budget Modification ID: **MCSO-04****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2006

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	19	1000			950001000		60470		(710,770)	(710,770)		Contingency
2									0			
3	60-30	1000			601422		60000		309,901	309,901		Permanent
4	60-30	1000			601422		60120		27,504	27,504		Premium
5	60-30	1000			601422		60130		111,242	111,242		Salary Related
6	60-30	1000			601422		60140		75,531	75,531		Insurance
7	60-30	1000			601422		60170		356	356		Professional Services
8	60-30	1000			601422		60200		22	22		Communications
9	60-30	1000			601422		60240		4,893	4,893		Supplies
10	60-30	1000			601422		60250		58,486	58,486		Food
11	60-30	1000			601422		60260		835	835		Education and Training
12									0			
13									ADMIN/SUPPORT PORTION			
14	60-30	1000			601400		60170		30,000	30,000		Professional Services
15	60-30	1000			601400		60240		4,116	4,116		Supplies
16	60-20	1000			601200		60170		45,000	45,000		Professional Services
17									0			
18									COUNSELOR PORTION			
19	60-30	1000			601622		60000		27,134	27,134		Permanent
20	60-30	1000			601622		60130		8,295	8,295		Salary Related
21	60-30	1000			601622		60140		7,455	7,455		Insurance
22									0			
23	72-10	3500			705210		50316		(82,986)	(82,986)		Increase Ins Rev
24	72-10	3500			705210		60330		82,986	82,986		Increase Offsetting Exp
25									0			
26									0			
27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

**ANNUALIZED PERSONNEL CHANGE**

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	1011		Corrections Deputy		9.10	531,258	175,156	125,474	831,888
1000	6268		Corrections Counselor		1.00	46,516	14,220	12,780	73,516
									0
									0
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									0
									0
									0
									0
									0
									0
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									0
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									0
TOTAL ANNUALIZED CHANGES					10.10	577,774	189,376	138,254	905,404

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

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

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	1011		Corrections Deputy		5.30	309,901	102,174	73,193	485,268
1000	6268		Corrections Counselor		0.58	27,134	8,295	7,455	42,884
									0
									0
									0
									0
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									0
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									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					5.88	337,035	110,469	80,648	528,152



**BOGSTAD Deborah L**

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**From:** SHERIFF  
**Sent:** Thursday, December 08, 2005 8:46 AM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: "ACCORD REACHED TO REOPEN JAIL BEDS AT INVERNESS"

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**From:** KIRK Christine A  
**Sent:** Wednesday, December 07, 2005 3:56 PM  
**To:** #All MCSO  
**Subject:** FW: "ACCORD REACHED TO REOPEN JAIL BEDS AT INVERNESS"

Good Afternoon,

Sheriff Giusto asked that you be informed immediately that an agreement was reached today with Commissioners Cruz and Naito to move forward on opening the 114 beds at Inverness. The beds will open this Friday. This reaches the shared goals of the Board and Sheriff Giusto - to move forward and increase the capacity and efficiencies in our jail and public safety system.

The press release below was drafted jointly. We look forward to working together to ensure that all parties continue to feel confident in the success of this agreement. The Sheriff assured the Commissioners that he would live up to the goal of decreasing the spending by 1 million from last year's expenditures. He believes that we can collectively meet that goal.

Sheriff Giusto is very pleased that these beds can be opened at this time and thanks everyone for their continued hard work.

Christine Kirk

---

**From:** NAITO Terri W  
**Sent:** Wednesday, December 07, 2005 3:46 PM  
**To:** LINN Diane M; ROJO DE STEFFEY Maria; NAITO Lisa H; CRUZ Serena M; ROBERTS Lonnie J; SHERIFF  
**Cc:** SCHRUNK Michael D; FLYNN Suzanne J  
**Subject:** "ACCORD REACHED TO REOPEN JAIL BEDS AT INVERNESS"



**Commissioner LISA NAITO**  
**Commissioner SERENA CRUZ WALSH**  
**Sheriff BERNIE GIUSTO**

## PRESS RELEASE

FOR IMMEDIATE RELEASE: Monday, November 28, 2005

CONTACT: Christine Kirk - 503 988-4301, Mary Carroll - 503 988-5275, Terri Naito

12/8/2005

- 503 988-5217

## **ACCORD REACHED TO REOPEN JAIL BEDS AT INVERNESS**

MULTNOMAH COUNTY – Sheriff Bernie Giusto and Multnomah County Commissioners Lisa Naito and Serena Cruz Walsh announced this afternoon an agreement that supports the reopening of 114 much-needed jail beds this Friday, December 9th.

Sheriff Giusto expressed his appreciation to Commissioners Naito and Cruz for their support of his request to open the two jail dorms. A funding request to the County Board had been postponed from last week to December 15<sup>th</sup>. This agreement will set aside the necessary funds in a contingency account.

“I welcome the pro-active approach Commissioner Naito and Commissioner Cruz have taken,” said Sheriff Giusto. “We will work together to open jail beds and protect the public while operating in a fiscally responsible manner.”

In addition, the Sheriff has given his assurance that he will decrease overtime expenditures by \$1 million over last year. Commissioner Lisa Naito also added, “The Sheriff, Commissioner Cruz and I have pledged to work together to develop mechanisms to closely monitor personnel costs and examine County policies that may inadvertently drive those costs.”

Commissioner Cruz also noted her satisfaction that Inverness Jail will soon be operating at full capacity. “We all care about the same things – making Multnomah County residents safer while at the same time giving them the best value for their tax dollar. I’m glad to be joining Commissioner Naito and Sheriff Giusto in an agreement that will get everyone what’s needed.”

– 30 –

*A copy of the agreement is attached.*

**Commissioner Lisa Naito  
Commissioner Serena Cruz Walsh  
Sheriff Bernie Giusto  
Multnomah County**

**Agreement regarding the opening of 114 beds  
at the Inverness Jail Facility  
December 7, 2005**

Commissioner Naito and Commissioner Cruz support Sheriff Giusto's request to transfer \$710,770 to the County General Fund Contingency Fund at the regular meeting of the Board of County Commissioners on December 15, 2005.

Multnomah County will open an additional 114 beds (two dorms) at Inverness Jail on December 9, 2005, bringing the facility to full capacity.

Further, Sheriff Giusto, Commissioners Naito and Cruz look forward to a cooperative process with shared goals, and have agreed to the following objectives:

- As adopted in the FY06 Budget, the Multnomah County Sheriff's Office (MCSO) will decrease FY06 overtime expenditures by \$1m over FY05 spending.
- The Sheriff's Office in partnership with County SAP staff will continue to develop mechanisms for closely monitoring personnel costs within MCSO.
- The Board and the Sheriff's Office will examine County personnel policies that inadvertently drive personnel costs.
- The County's Chief Financial Officer will contract with an independent management professional to review MCSO management and staffing policies.
- The Sheriff's Office will contract with an independent consultant to work within MCSO to review staff assignments and "post-relief" factors.
- A Joint Steering Committee – including members of the Board of County Commissioners, the Sheriff, and the Chief Financial Officer or their representatives – will work cooperatively to oversee these processes.
- Monthly reports on the progress of these shared goals will be provided at regular public meetings of the Board.



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-12 DATE 12.15.05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-12  
Est. Start Time: 10:30 AM  
Date Submitted: 11/18/05

**BUDGET MODIFICATION: HD - 22** *AS AMENDED*

**Budget Modification HD-22 Requesting General Fund Contingency  
Transfer of \$270,905 to the Corrections Health Budget to Provide Staffing  
Agenda Title: for Additional 114 Beds at the Multnomah County Inverness Jail**

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>5 mins</u>
<b>Department:</b>	<u>Health Dept.</u>	<b>Division:</b>	<u>Integrated Clinical Services</u>
<b>Contact(s):</b>	<u>Angela Burdine, Budget Manager</u>		
<b>Phone:</b>	<u>503 988-3663</u>	<b>Ext.</b>	<u>26457</u>
<b>Presenter(s):</b>	<u>Lillian Shirley, Director</u>		
<b>I/O Address:</b>	<u>167/210</u>		

### General Information

**1. What action are you requesting from the Board?**

Approval of staffing and operating expenditure changes to Corrections Health budget to support the proposed opening of 114 beds at Multnomah County Inverness Jail (MCIJ.)

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

On November 1, 2005 bed capacity at MCIJ was increased by 57 beds. On December 9, 2005 the Multnomah County Sheriff is requesting approval to open another 114 beds. Corrections Health was able to staff the additional 57 beds, without an increase in staffing, however more staff will be needed to support the additional 114 beds proposed for December 9, 2005. An addition of 2.8 FTE CHN spread over day and evening shifts, along with an additional day of dental clinic coverage, will allow us to care for the increased population's urgent health care needs. This addition will provide medical care to the additional inmates, reduce the 4-week backlog of emergent dental visits and provide medical history and physicals within 14 days of booking.

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

Medical support for these additional beds will cost \$270,905 this year, because of the mid-year opening and \$365,690 for a full 12 months.

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

none

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

none

## ATTACHMENT A

### Budget Modification

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

- What revenue is being changed and why?  
N/A
- What budgets are increased/decreased?  
This request would increase the County General fund budget for Corrections Health, a program of the County Health Department.
- What do the changes accomplish?  
Provide mandated medical care to additional inmate population.
- Do any personnel actions result from this budget modification? Explain.  
Increases in the hours for Dentist and Dental Assistant in Corrections Health, addition of 2.8 FTE Community Health Nurse positions.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
N/A
- Is the revenue one-time-only in nature?  
N/A
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

### Contingency Request

If the request is a Contingency Request, please answer all of the following in detail:

- Why was the expenditure not included in the annual budget process?  
Sheriff's Office is adding additional beds mid-year.
- What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?  
Corrections Health has just reduced their budget by \$1 million and was able to support an additional 57 beds without staffing increases. They are unable to provide support for another 114 beds without increasing their staffing.
- Why are no other department/agency fund sources available?  
Corrections Health is entirely general fund supported.
- Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.  
N/A

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

No

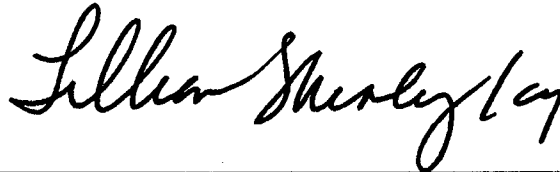
*NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.*

## ATTACHMENT B

BUDGET MODIFICATION: HD - 22

### Required Signatures

Department/  
Agency Director:



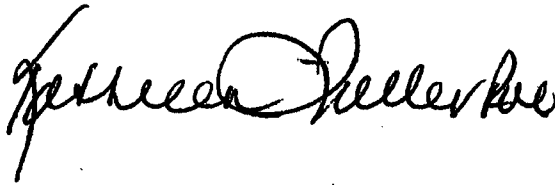
Date: 11/18/05

Budget Analyst:



Date: 11/21/05

Department HR:



Date: 11/22/05

/mc

Countywide HR:

Date:



**EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	40-50	1000	0030		405760		60000	1,892,190	1,997,747	105,557		Increase MCIJ staffing to cover 114 new beds opening 12/9/05; \$193,905 covered by Gen Fund contingency; remaining \$77,000 by savings in overtime budget
2	40-50	1000	0030		405760		60100	200,096	212,813	12,717		
3	40-50	1000	0030		405760		60110	206,753	210,128	3,375		
4	40-50	1000	0030		405760		60120	109,222	119,707	10,485		
5	40-50	1000	0030		405760		60130	681,383	717,889	36,506		
6	40-50	1000	0030		405760		60140	471,692	498,957	27,265		
7	40-50	1000	0030		405760		60170	609,156	659,156	50,000		
8	40-50	1000	0030		405760		60310	191,755	216,755	25,000		
9									0		270,905	
10									0			
11	40-50	1000	0030		405500		60110	227,584	189,084	(38,500)		
12	40-50	1000	0030		405760		60110	210,128	171,628	(38,500)		
13									0		(77,000)	
14									0			
15	70-80	3500			705210		50316		(27,265)	(27,265)		Insurance (60140)
16	70-80	3500			705210		60330		27,265	27,265		Insurance (60140)
17									0			
18	19	1000			9500001000		60470		(193,905)	(193,905)		Reduce available General Fund Contingency
19									0		(193,905)	
20									0			
21									0			
22									0			
23									0			
24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
30									0			
31									0			
32									0			
33									0			
34									0			
35									0			
										0	0	GRAND TOTAL

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

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	1.00	49,841	15,237	12,065	77,143
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	1.00	49,841	15,237	12,065	77,143
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	0.80	39,874	12,189	9,653	61,716
1000	9430	63185	DENTIST/SENIOR	703099	0.20	20,743	6,342	3,554	30,639
1000	6347	63185	DENTAL ASSISTANT	700286	0.20	6,697	2,048	2,200	10,945
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
			<b>TOTAL ANNUALIZED CHANGES</b>		<b>3.20</b>	<b>166,996</b>	<b>51,053</b>	<b>39,537</b>	<b>257,586</b>

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

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

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	0.63	31,400	9,599	7,601	48,600
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	0.63	31,400	9,599	7,601	48,600
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	0.50	24,921	7,618	6,033	38,572
1000	9430	63185	DENTIST/SENIOR	703099	0.13	13,483	4,122	2,310	19,915
1000	6347	63185	DENTAL ASSISTANT	700286	0.13	4,353	1,331	1,430	7,114
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
			<b>TOTAL CURRENT FY CHANGES</b>		<b>2.02</b>	<b>105,557</b>	<b>32,269</b>	<b>24,975</b>	<b>162,801</b>

**EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	40-50	1000	0030		405760		60000	1,967,224	2,072,781	105,557		
2	40-50	1000	0030		405760		60100	208,515	221,232	12,717		
3	40-50	1000	0030		405760		60110	215,481	218,856	3,375		
4	40-50	1000	0030		405760		60120	114,671	125,156	10,485		
5	40-50	1000	0030		405760		60130	708,350	744,856	36,506		
6	40-50	1000	0030		405760		60140	490,374	517,639	27,265		
7	40-50	1000	0030		405760		60170	633,000	683,000	50,000		
8	40-50	1000	0030		405760		60310	202,000	227,000	25,000		
9									0		270,905	
10									0			
11	70-80	3500			705210		50316		(27,265)	(27,265)		Insurance (60140)
12	70-80	3500			705210		60330		27,265	27,265		Insurance (60140)
13									0			
14	19	1000			9500001000		60470		(270,905)	(270,905)		Reduce available General Fund Contingency
15									0			
16									0			
17									0			
18									0			
19									0			
20									0			
21									0			
22									0			
23									0			
24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
30									0			
31									0			
32									0			
33									0			
34									0			
35									0			
										0	270,905	GRAND TOTAL

## 5. ANNUALIZED PERSONNEL CHANGE

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	1.00	49,841	15,237	12,065	77,143
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	1.00	49,841	15,237	12,065	77,143
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	0.80	39,874	12,189	9,653	61,716
1000	9430	63185	DENTIST/SENIOR	703099	0.20	20,743	6,342	3,554	30,639
1000	6347	63185	DENTAL ASSISTANT	700286	0.20	6,697	2,048	2,200	10,945
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
			TOTAL ANNUALIZED CHANGES		3.20	166,996	51,053	39,537	257,586

## 6. CURRENT YEAR PERSONNEL DOLLAR CHANGE

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

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	0.63	31,400	9,599	7,601	48,600
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	0.63	31,400	9,599	7,601	48,600
1000	6315	63185	COMMUNITY HEALTH NURSE	tbd	0.50	24,921	7,618	6,033	38,572
1000	9430	63185	DENTIST/SENIOR	703099	0.13	13,483	4,122	2,310	19,915
1000	6347	63185	DENTAL ASSISTANT	700286	0.13	4,353	1,331	1,430	7,114
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
			<b>TOTAL CURRENT FY CHANGES</b>		<b>2.02</b>	<b>105,557</b>	<b>32,269</b>	<b>24,975</b>	<b>162,801</b>



County Management, Budget Office

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**MULTNOMAH COUNTY OREGON**

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**Budget Office**

501 SE Hawthorne Blvd., Suite 531

Portland, Oregon 97214

(503) 988-3312 Phone

(503) 988-4570 Fax

## **CONTINGENCY REQUEST STAFF REPORT**

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**TO:** Board of County Commissioners  
**FROM:** Christian Elkin, Sr. Budget Analyst  
Julie Neburka, Principal Budget Analyst  
**DATE:** November 23, 2005

**SUBJECT: General Fund Contingency Request for Board approval to appropriate \$981,675 in General Fund contingency transfers to the Sheriff's Office and to the Health Department in order to operate an additional 114 jail beds at Inverness Jail in FY 2006**

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### ***Summary***

Budget Modifications MCSO-04 and HD-22 transfers \$981,675 from the General Fund Contingency to the Sheriff's Office and the Health Department in order to operate an additional 114 jail beds at the Inverness Jail for the remainder of FY 2006.

### ***Contingency Requirements***

The Budget Office is required to inform the Board if contingency requests submitted for Board approval satisfy the general guidelines and policies for using the General Fund Contingency. Those requirements are summarized as follows:

1. Approve no contingency requests for purposes other than "one-time-only" allocations.
2. Limit contingency funding to the following:
  - a. Emergency situations which if left unattended will jeopardize the health and safety of the community.
  - b. Unanticipated expenditures necessary to keep a public commitment of fulfill a legislative or contractual mandate, or which can be demonstrated to result in significant administrative or programmatic efficiencies that cannot be covered by existing appropriations.
3. The Board, may when it adopts the budget for a fiscal year, specify programs which it wishes to review during the year and increase the Contingency account to provide financial capacity to support those programs if it chooses. Contingency funding of such programs complies with this policy.

## ***Background***

### **FY 2006 Budget Note**

During the FY 2006 Budget, the Board adopted the following budget note:

#### **County Management & Sheriff's Office Internal Service Taskforce**

The Department of County Management, the Sheriff's Office, staff from the Board of County Commissioners, and mutually agreed-upon citizen representatives will form a task force to review internal service costs in the Sheriff's Office. This proposal is in addition to the reviews outlined in the budget note entitled, "Reporting on Internal Services, Central Procurement & Contracting, Countywide Administration," that will be looking at these issues across the County.

The goal of the County-Sheriff's Office Internal Service Task Force will be to find \$6 million of general fund savings through eliminating duplication and inefficiencies in internal services. The Task Force will maximize value for County taxpayers by seeking the best solutions countywide. The Task Force may find efficiencies in County provision of internal services, Sheriff's Office provision of internal services, or in some combination of the two.

*If at least \$2.6 million of general fund savings is identified by Dec. 31st, 2005, \$600,000 of that amount will be appropriated to open two dorms at Inverness Jail for three months (April – June 2006).* Remaining savings may be used to offset public safety cuts for FY 2007. This entire proposal is contingent on the closure of Close Street Supervision for FY 2006. It is the intent of the Board to provide Close Street transition funding to the Sheriff's Office for a period of no more than two months to ramp down the program. The Budget Office will bring a budget modification to the Board to implement this action.

#### ***Budget Office Recommended Action***

The Board should approve an appropriation for Inverness Jail detention and Corrections Health operations based on estimates provided by the departments.

Sheriff's Office	\$710,770
Health Department	<u>\$270,905</u>
Total	\$981,675

The request is consistent with County policy as it falls under Criteria 1 used for one-time-only purposes. In addition, the Board identified the funding in a Budget Note as identified in Criteria 3.

#### ***Summary Recommendation***

The Budget Office recommends approval of this budget modification as an appropriate place from which to request one-time only funding. This request will reduce the General Fund contingency by (\$981,675).

**BOGSTAD Deborah L**

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**From:** FORD Carol M  
**Sent:** Wednesday, December 14, 2005 8:50 AM  
**To:** LINN Diane M; CRUZ Serena M; NAITO Lisa H; ROBERTS Lonnie J; ROJO DE STEFFEY Maria  
**Cc:** SHIRLEY Lillian M; BOGSTAD Deborah L; NEBURKA Julie Z; ABDELLATIF Vanetta M; LEAR Wendy R; BURROW Gayle F; BURDINE Angela L  
**Subject:** Additional Information Requesting - R-12: Bud Mod HD-22 Corrections Health

Chair Linn and Commissioners:

At the December 1 Board meeting, additional analysis was requested regarding Corrections Health staffing changes as they related to changes in the number of jail beds opened.

The attached analysis shows that the Health Department staffing cuts have lagged slightly behind the jail bed cuts. This lag was partly due to the locations of the jail beds closed and opened. The lag is also due to information that jail bed closures in 2001 might be temporary and that Corrections Health shouldn't downsize immediately.

This Bud Mod allows Corrections Health to maintain service levels through the end of the fiscal year. However, the Correction Health staffing audit recommends looking at scaling staffing in different ways. That work is under way. A new staff scaling model will be included in FY 07 Program Offers.

Gayle Burrows and I will be at the Thursday Board meeting to answer questions. If you have questions about this information beforehand, please let me know.

*Carol Ford*  
*Deputy Director*  
*Multnomah County Health Department*  
*(503) 988-3674, ext. 22797*

12/14/2005



Health Department  
Office of the Director

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**MULTNOMAH COUNTY OREGON**

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426 SW Stark, 8<sup>th</sup> Floor  
Portland, Oregon 97204  
(503) 988-3674 phone  
(503) 988-4117 fax

December 14, 2005

TO: Multnomah Board of County Commissioners

FROM: Carol Ford, Deputy Director

CC: Vanetta Abdellatif, Lillian Shirley and Gayle Burrow

SUBJECT: Additional Information for BCC Agenda 12/15/05, R-12 Budget Modification HD-22 Requesting General Fund Contingency Transfer of \$270,905 to the Corrections Health Budget to Provide Staffing for Additional 114 Beds at the Multnomah County Inverness Jail  
[Continued from December 1, 2005]

Please find attached the operational and financial analysis requested:

- a. Timeline Comparing Jail Beds and Corrections Health FTE Adjustments
- b. Corrections FTE Vs. Jail Beds Graph

These attachments show that the Health Department staffing cuts have lagged slightly behind the jail bed cuts. This lag was partly due to the locations of the jail beds closed and opened. Before Corrections Health staffing ("a post") can be reduced, a certain number of jail beds need to be closed at the same facility. Jail bed closures and openings have fluctuated between the Justice Center Jail (MCCDC), Inverness Jail (MCIJ) and the Farm (MCCF) since FY01. The lag is also due to the information Corrections Health received in early 2001 that jail bed closures would be only temporary and that Corrections Health shouldn't downsize immediately.

Corrections Health staffing has historically been tied to the number of jail beds. The Bud Mod request is based on this model and allows us to meet the needs of the 114-bed increase without increasing overtime. However, the recent Corrections Health Audit recommended that we look at other factors to determine staffing levels.

The September 2005 Audit, *Corrections Health Improve Management Practices for Cost-Effective Care*, recommended a Corrections Health staffing study to improve use of existing resources and determine staffing needs based on workload, requirements, absences, and inmate access. It also recommended analyze of better matching of nursing skills to tasks, alternative work shifts, improving workload measures with periodic review. This work is in progress. Program offers for FY07 will be based on a new staff-scaling model.



We are evaluating Corrections Health staffing as it relates to efficiency, cost effectiveness, appropriate scaling to jail beds and basic and necessary clinical interventions that meet current accreditation standards for correctional facilities. We are also focusing on management of staff resources in the areas of overtime, sick leave and on-call services.

The Health Department will highlight changes in our staff scaling approach in the FY07 Program Offers for Corrections Health.

## Timeline Comparing Jail Beds and Corrections Health FTE Adjustments

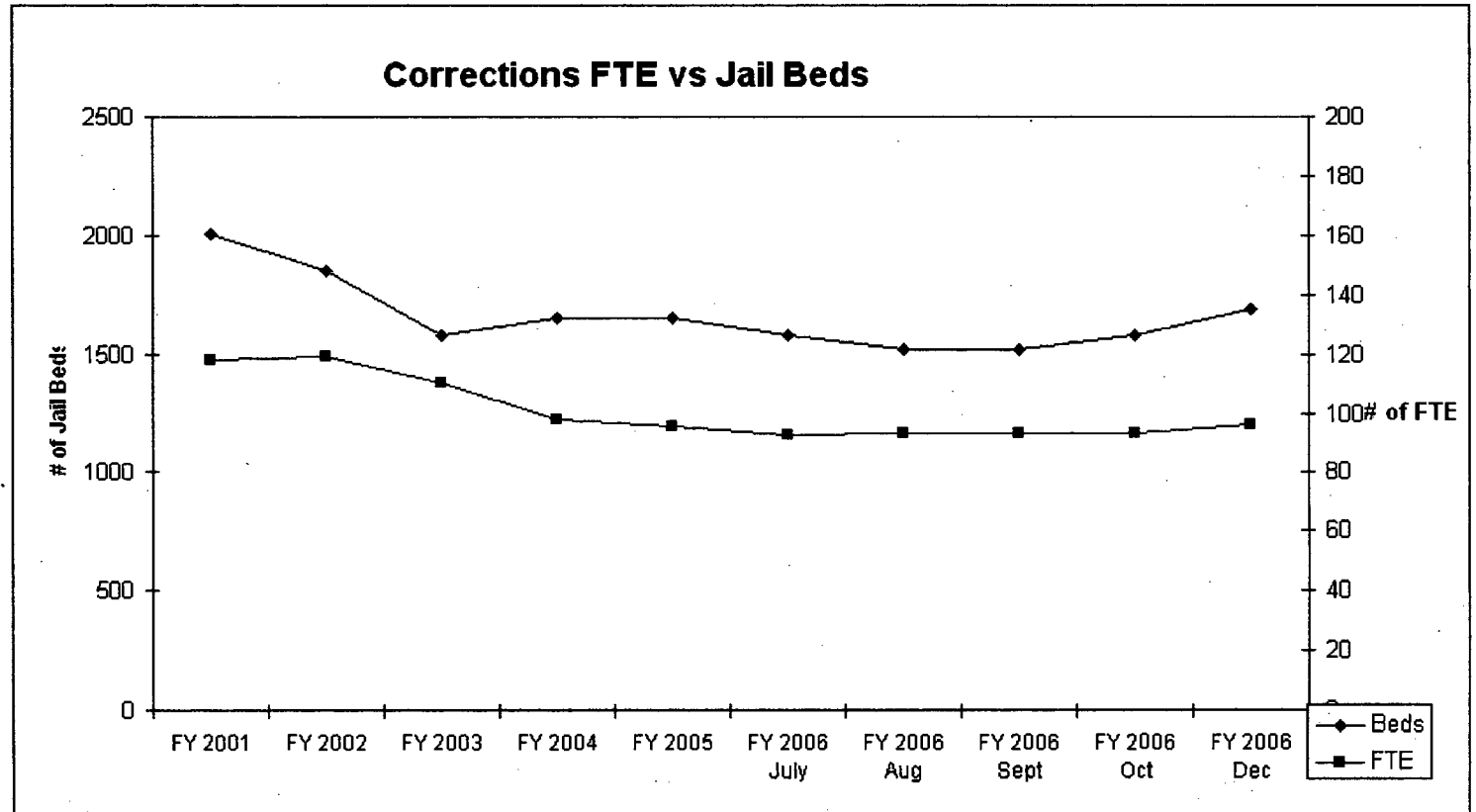
December 14, 2005

2003 Beds	1576 Beds	1655 Beds	1655 Beds	1579 Beds	1690
FY 2001	FY 2003	FY 2004	FY 2005	FY 2006	DEC 2005
Corrections Health 117 FTE	Corrections Health 110 FTE	Corrections Health 98 FTE	Corrections Health 96 FTE	Corrections Health 93 FTE	Corrections Health Proposed 96 FTE
MCCF closed and 80 temporary beds at MCIJ which later reduced to 37 addtl permanent beds at MCIJ	2 dorms temporarily closed at MCIJ but need an entire wing to close to reduce post in Corrections Health  1 Floor at MCDC closed - Funds used to open MCCF - Mid Year cut to Corrections Health	2 dorms at MCIJ reopened - Corrections Health takes a large budget reduction which is partially restored by ITAX  Decision was made to keep inmates with a higher level of medical need at MCDC - Corrections Health expenditures increased	MCSO opens and closes beds at MCIJ due to budgetary constraints causing # of beds at MCIJ to remain unstable	Corrections Health budget reduced by \$1 million. Audit report is released - decision is made to reorganize staffing to address issues in Audit  Final \$1 million Bud Mod approved 11/10/05. Cut \$800,000 from Corr Health and \$200,000 from other parts of Health.  Corrections Health transfers staffing resources from MCIJ to MCDC to alleviate overtime due to reduction from floor closure in FY 2003	57 beds are opened at MCIJ due to contract with PPD. 114 beds are reopened Dec 9th, To keep costs down and corrected issues from Audit addtl funding is needed in Corr Hlth

## Timeline Comparing Jail Beds and Corrections Health FTE Adjustments

	FTE	Beds
FY 2001	117.8	2003
FY 2002	119.4	1850
FY 2003	110.3	1576
FY 2004	98	1655
FY 2005	95.8	1655
FY 2006 July	92.8	1579
FY 2006 Aug	93.05	1519
FY 2006 Sept	93.05	1519
FY 2006 Oct	93.05	1576
FY 2006 Dec	96.25	1690

\*\*2006 Dec includes Bud Mod



**BOGSTAD Deborah L**

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**From:** FORD Carol M  
**Sent:** Wednesday, December 14, 2005 3:54 PM  
**To:** LINN Diane M; CRUZ Serena M; NAITO Lisa H; ROBERTS Lonnie J; ROJO DE STEFFEY Maria  
**Cc:** SHIRLEY Lillian M; BOGSTAD Deborah L; NEBURKA Julie Z; ABDELLATIF Vanetta M; LEAR Wendy R; BURROW Gayle F; BURDINE Angela L; BELL Iris D; LASHUA Matthew; FERNANDES April; CARROLL Mary P; WEST Kristen; NAITO Terri W; GORDON Kathy; LIEUALLEN Matt; BRUNER Thomas; SMITH Andy J; ROMERO Shelli D  
**Subject:** RE: Additional Information Requesting - R-12: Bud Mod HD-22 Corrections Health

We have reviewed Corrections Health overtime expense trends since July 2005 when management controls were implemented (as per audit). Based on the 5 month trend, we can save \$77,000 by year end in overtime expenses. This would reduce the amount of General Fund Contingency needed to \$193,905 to cover the Bud Mod HD-22.

*Carol Ford*  
 Deputy Director  
 Multnomah County Health Department  
 (503) 988-3674, ext. 22797

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

**From:** FORD Carol M  
**Sent:** Wednesday, December 14, 2005 8:50 AM  
**To:** LINN Diane M; CRUZ Serena M; NAITO Lisa H; ROBERTS Lonnie J; ROJO DE STEFFEY Maria  
**Cc:** SHIRLEY Lillian M; BOGSTAD Deborah L; NEBURKA Julie Z; ABDELLATIF Vanetta M; LEAR Wendy R; BURROW Gayle F; BURDINE Angela L  
**Subject:** Additional Information Requesting - R-12: Bud Mod HD-22 Corrections Health

Chair Linn and Commissioners:

At the December 1 Board meeting, additional analysis was requested regarding Corrections Health staffing changes as they related to changes in the number of jail beds opened.

The attached analysis shows that the Health Department staffing cuts have lagged slightly behind the jail bed cuts. This lag was partly due to the locations of the jail beds closed and opened. The lag is also due to information that jail bed closures in 2001 might be temporary and that Corrections Health shouldn't downsize immediately.

This Bud Mod allows Corrections Health to maintain service levels through the end of the fiscal year. However, the Correction Health staffing audit recommends looking at scaling staffing in different ways. That work is under way. A new staff scaling model will be included in FY 07 Program Offers.

Gayle Burrows and I will be at the Thursday Board meeting to answer questions. If you have questions about this information beforehand, please let me know.

*Carol Ford*  
 Deputy Director  
 Multnomah County Health Department

12/14/2005

(503) 988-3674, ext. 22797

12/14/2005

**BOGSTAD Deborah L**

---

**From:** NEBURKA Julie Z  
**Sent:** Thursday, December 15, 2005 1:22 PM  
**To:** BOGSTAD Deborah L  
**Subject:** RE: I got myself cornfused this morning

Hi there—yes, this will need to be tweaked. Angela and Karen at the HD are already working on it, so I'll forward it along to you when I receive it!

Thanks,  
J.

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

**From:** BOGSTAD Deborah L  
**Sent:** Thursday, December 15, 2005 1:15 PM  
**To:** NEBURKA Julie Z  
**Subject:** I got myself cornfused this morning

Julie, does this APR and excel document budget modification have to be tweaked to correspond with the motion Commissioner Cruz made this morning? See attached and tweak away if needed and let me know for the permanent record. Thank you so much!

**Deb Bogstad, Board Clerk**  
**Multnomah County Commissioners**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277 phone**  
**(503) 988-3013 fax**  
**[deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

12/15/2005



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-13 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-13  
Est. Start Time: 10:33 AM  
Date Submitted: 11/21/05

### BUDGET MODIFICATION: HD - 16

**Budget Modification HD-16 Appropriating \$128,307 to the Health  
Department from the SPNS Preventions for Positives Grant and the Ryan  
Agenda Title: White Title III Capacity Development Grant**

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

Date Requested:	<u>December 15, 2005</u>	Time Requested:	<u>2 mins</u>
Department:	<u>Health Dept.</u>	Division:	<u>Integrated Clinical Services</u>
Contact(s):	<u>Angela Burdine, Budget Manager</u>		
Phone:	<u>503 988-3663</u>	Ext.	<u>26457</u>
	I/O Address:		<u>167/210</u>
Presenter(s):	<u>Deborah Cockrell , Health Service Administrator</u>		

### General Information

#### 1. What action are you requesting from the Board?

Request approval of appropriation of \$53,307 from the SPNS Preventions for Positives Grant to fund the OPTIONS PROJECT in collaboration with OHSU HIV Clinic and \$75,000 from the Ryan White Title III Capacity Development Grant to improve the current third party billing system in the Health Departments HIV Clinic.

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

SPNS Prevention for Positives:

This project will be implemented collaboratively by the Multnomah County Health Department HIV Clinic and the OHSU HIV Clinic. The OPTIONS PROJECT is a physician delivered intervention for HIV positive patients in clinical care. By studying the integration of prevention messages into HIV clinical care, we will be able to address and reduce HIV risk behaviors.

Title III Capacity Development:

These grant funds will be used to improve the current third party billing system, resulting in

increased revenues for the HIV Health Services Center. The infrastructure enhancements will include improved coding, billing capture and claim follow up. The additional revenues will allow us to serve our growing uninsured and underinsured population.

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

Increase the Health Department's Budget by \$128,307 and 0.6 FTE for the current fiscal year. Both grants are one year in duration.

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

None

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

None



## ATTACHMENT A

### Budget Modification

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

- What revenue is being changed and why?  
Health Departments fed/state revenue budget will be increased by \$53,307 from the SPNS  
Preventions for Positives Grant and \$75,000 from the Ryan White Title III Capacity Development  
Grant
- What budgets are increased/decreased?  
The Health Departments, Integrated Clinical Services, HIV Clinic's budget will increase by  
\$128,307 for FY06
- What do the changes accomplish?  
Provide funding for collaborative efforts with OHSU surrounding HIV treatment and prevention and  
improve third party billing
- Do any personnel actions result from this budget modification? Explain.  
SPNS Prevention for Positives: Adds 0.5 R/E Analyst 2 and 0.1 HIT. Both will be filled by existing  
staff--reassignment or increase in employee FTE. No new hires.  
Title III Capacity Development: None. Will use existing staff (backfilled by a temp/on-call  
employee) and contracted staff for this project.
- How will the county indirect, central finance and human resources and departmental overhead costs  
be covered?  
All funds cover indirect with to cap
- Is the revenue one-time-only in nature?  
Both grants are one year in duration
- If a grant, what period does the grant cover?  
SPNS Prevention for Positives: 9/1/05-8/31/06  
Title III Capacity Development: 9/30/05-9/29/06
- If a grant, when the grant expires, what are funding plans?  
All work will be done with existing staff and will be completed when funding expires.

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

## ATTACHMENT B

BUDGET MODIFICATION: HD - 16

### Required Signatures

Department/  
Agency Director:



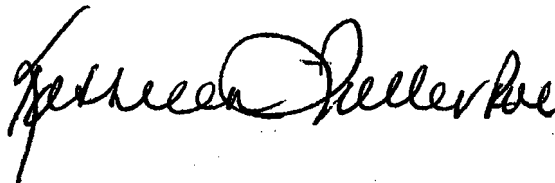
Date: 11/14/05

Budget Analyst:



Date: 11/15/05

Department HR:



Date: 11/10/05

Countywide HR:

Date:

**EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	40-70	32191	0030			4FA40-01-1	50170	0	(53,307)	(53,307)		Add SPNS HIV Prevention for Positives grant
2	40-70	32191	0030			4FA40-01-1	60000	0	17,382	17,382		
3	40-70	32191	0030			4FA40-01-1	60130	0	5,314	5,314		
4	40-70	32191	0030			4FA40-01-1	60140	0	4,096	4,096		
5	40-70	32191	0030			4FA40-01-1	60260	0	20,608	20,608		
6	40-70	32191	0030			4FA40-01-1	60350	0	306	306		
7	40-70	32191	0030			4FA40-01-1	60355	0	3,231	3,231		
8	40-70	32191	0030			4FA40-01-1	60440	0	2,370	2,370		
9									0		0	
10									0			
11	40-70	32192	0030			4FA41-01-1	50170	0	(75,000)	(75,000)		Add Ryan White Title III Capacity Development grant to improve third-party billing
12	40-70	32192	0030			4FA41-01-1	60100	0	14,449	14,449		
13	40-70	32192	0030			4FA41-01-1	60170	0	50,560	50,560		
14	40-70	32192	0030			4FA41-01-1	60240	0	480	480		
15	40-70	32192	0030			4FA41-01-1	60260	0	1,200	1,200		
16	40-70	32192	0030			4FA41-01-1	60350	0	431	431		
17	40-70	32192	0030			4FA41-01-1	60355	0	4,546	4,546		
18	40-70	32192	0030			4FA41-01-1	60440	0	3,334	3,334		
19									0		0	
20									0			
21	70-80	3500			705210		50316		(4,096)	(4,096)		Insurance (60140)
22	70-80	3500			705210		60330		4,096	4,096		Insurance (60140)
23									0			
24	19	1000			9500001000		50310		(737)	(737)		Central Indirect (60350)
25	19	1000			9500001000		60470		737	737		Central Indirect (60350)
26									0			
27	40-90	1000	0030		409050		50370		(7,777)	(7,777)		Department Indirect (60355)
28	40-90	1000	0030		409001		60240		7,777	7,777		Use additional dept indirect to offset over-expenditures due to emergency responses
29									0		0	
30									0			
31									0			
32									0			
33									0			
34									0			
35									0			
									0		0	GRAND TOTAL

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	6086	61183	RESEARCH/EVALUATION ANALYS	tbd	0.50	26,162	7,998	5,900	40,060
1505	6321	61183	HEALTH INFORMATION TECHNICAL	712038	0.10	3,680	1,125	1,123	5,928
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					0.60	29,842	9,123	7,023	45,988

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

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	6086	61183	RESEARCH/EVALUATION ANALYS	tbd	0.29	15,174	4,639	3,422	23,235
1505	6321	61183	HEALTH INFORMATION TECHNICAL	712038	0.06	2,208	675	674	3,557
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					0.35	17,382	5,314	4,096	26,792



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-14 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-14  
Est. Start Time: 10:35 AM  
Date Submitted: 12/01/05

### BUDGET MODIFICATION: HD - 20

#### Budget Modification HD-20 Appropriating \$189,270 in Additional Funds for the Health Department's Health Preparedness and Bioterrorism

**Agenda Title:** Response Planning Projects

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>2 mins</u>
<b>Department:</b>	<u>Health Dept.</u>	<b>Division:</b>	<u>Health Officer</u>
<b>Contact(s):</b>	<u>Angela Burdine, Budget Manager</u>		
<b>Phone:</b>	<u>503 988-3663</u>	<b>Ext.</b>	<u>26457</u>
	<b>I/O Address:</b>		<u>167/210</u>
<b>Presenter(s):</b>	<u>Christine Bernsten, Health Services Specialist</u>		

### General Information

#### 1. What action are you requesting from the Board?

Request approval of appropriation of \$50,382 in additional funding from carryover from the Health Department's Health Preparedness Organization (HPO) and \$138,888 in additional funding from the Oregon Association of Hospitals & Health Systems (OAHHS) for the Bioterrorism response project. We are also request an exception from the 3 week waiting period for agenda place due to pending employment offers. The positions are needed as soon as possible due to need for the outlined services.

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

In the spring of 2002, Oregon DHS received funding from Health Services and Resources Administrations (HRSA) to promote statewide hospital/health system preparedness for bioterrorism and other public health emergencies. Since that time DHS has engaged stakeholders (including MCHD) in assessing health system preparedness, and creating a framework to improve preparedness. This framework includes dividing the state into seven "Health Preparedness

Regions". Multnomah County is part of the NW Oregon Region 1, which also includes Clackamas, Washington, Columbia, Clatsop, and Tillamook counties. In the current Federal grant year (Sept. 2005-Aug. 2006), approximately \$1.5M in federal funds are available to improve hospital/health system preparedness in our region. Most of these funds will pass from the state via the Oregon Association of Hospitals and Health Systems (OAHHS) to hospitals and other health care providers.

In the fall of 2001 (prior to the HRSA effort), the MCHD and its sister local health departments in Clackamas, Washington, and Clark County (Washington) convened a metropolitan regional approach to health preparedness. This effort involved all metro area hospitals, medical providers, and other health system representatives. The result is an effective voluntary public/private partnership, called the Northwest Oregon Preparedness Organization (HPO).

This budget modification reflects two revenue sources -

1) Multnomah County has an IGA with the state of Oregon, and is funded by the state to provide staff support for this health preparedness effort. Public and private participants have expressed a high degree of satisfaction with this arrangement, and have requested that it be continued. MCHD receives annual base funding of \$260,000 to provide this staff support. As a result of delays in startup staffing in the year ending August 2005, a carryover of \$50,382 is available to support staffing for this regional health system preparedness planning effort. Staff receives broad policy and program direction from the Northwest Oregon HPO Steering Committee, and day-to-day supervision from MCHD management.

2) MCHD receives additional Federal funding via OAHHS for three specific regional preparedness projects: A) Assessment/database pilot: This project will develop and implement a process for assessment and mapping of existing non-hospital medical facilities and provider staffing. B) Medical Care Points: This project will plan and implement Medical Care Points in multiple counties. Medical Care Points are field sites for triage, treatment and transportation of injured or ill patients following a health disaster. C) Culturally specific planning: This project will identify systems for communicating with culturally specific populations in order to assure effective communication and appropriate participation in the community response to an emergency.

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

Increase the Health Department's Budget by \$138,888 and 0.58 FTE for the current fiscal year.

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

HPO - This activity represents a continuation and formalization of the County's ongoing work to develop a coordinated public/private health response to bioterrorism and other public health emergencies. No significant legal issues are anticipated.

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

HPO - The approach outlined above represents the consensus of key public and private parties in local health emergency preparedness. The approach has been specifically approved by the Directors of the Health Departments of Clackamas and Washington Counties and the Steering Committee and CEO Executives group of the HPO. Implementation discussions are ongoing with Clackamas and Washington county health departments as well as those of Columbia, Clatsop, and Tillamook counties. Also see background information above.

OAHHS - Funds from OAHHS support three projects. 1) Assessment/database pilot: involves working with medical societies, safety-net clinics, behavioral health providers, and Oregon Health Policy and Research office; 2) Medical Care Points: involves working with county health departments, first responder agencies and hospitals in Clackamas and Washington counties; 3) Culturally specific planning: involves working with community-based organizations, county health departments, and other agencies as appropriate.

## ATTACHMENT A

### Budget Modification

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

- What revenue is being changed and why?  
Health Departments fed/state revenue budget will be increased by \$138,888 from carry over from the Health Preparedness Organization contract and new contract with the Oregon Association of Hospitals & Health Systems (OAHHS).
- What budgets are increased/decreased?  
The Health Departments, Health Officer Grants program budget will increase by \$138,888 for FY06
- What do the changes accomplish?  
Provide staff to accomplish several tasks for the Health Preparedness and Bioterrorism Response projects.
- Do any personnel actions result from this budget modification? Explain.  
Adds 0.8 PDS, 0.5 PDS and 0.5 PDT, the majority of which will be allocated to the HPO work. A small portion (\$15k of somebody) will be allocated to the Medical Care Points component of the OAHHS contract.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
Funds cover indirect with no cap
- Is the revenue one-time-only in nature?  
HPO – The unbudgeted carryover funds are one-time-only. We expect the State will extend the one-year IGA at the end of the grant period if additional funding is available from HRSA.  
OAHHS – At this time, these funds are one-time-only. There is a possibility that additional funding may be awarded to enhance these emergency preparedness efforts.
- If a grant, what period does the grant cover?  
HPO - The funding period for this grant is through August 30, 2006. The IGA is for one year and most likely be extended if additional funding is available from HRSA.  
OAHHS - The funding period for this grant is through August 30, 2006. Projects will be completed by the end of the grant period
- If a grant, when the grant expires, what are funding plans?  
When funding expires FTE will be decreased.

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

## ATTACHMENT B

BUDGET MODIFICATION: HD - 20

### Required Signatures

Department/  
Agency Director:



Date: 11/30/05

Budget Analyst:



Date: 12/01/05

Department HR:



Date: 11/29/05

Countywide HR:

Date:



**EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description	
				Internal Order	Cost Center	WBS Element							
1	40-20	32153	0030			4CA66-01-1	50190	(282,433)	(332,815)	(50,382)		Health Preparedness Organization contract - add unbudgeted GY01 carryover	(a)
2	40-20	32153	0030			4CA66-01-1	60000	135,812	152,514	16,702			
3	40-20	32153	0030			4CA66-01-1	60100	10,503	8,161	(2,342)			
4	40-20	32153	0030			4CA66-01-1	60130	40,076	46,622	6,546			
5	40-20	32153	0030			4CA66-01-1	60140	34,815	41,064	6,249			
6	40-20	32153	0030			4CA66-01-1	60180	282	0	(282)			
7	40-20	32153	0030			4CA66-01-1	60210	600	0	(600)			
8	40-20	32153	0030			4CA66-01-1	60240	2,321	5,300	2,979			
9	40-20	32153	0030			4CA66-01-1	60250	0	1,081	1,081			
10	40-20	32153	0030			4CA66-01-1	60260	2,000	1,359	(641)			
11	40-20	32153	0030			4CA66-01-1	60270	300	264	(36)			
12	40-20	32153	0030			4CA66-01-1	60350	1,458	1,638	180			
13	40-20	32153	0030			4CA66-01-1	60355	15,378	17,290	1,912			
14	40-20	32153	0030			4CA66-01-1	60370	2,604	3,700	1,096			
15	40-20	32153	0030			4CA66-01-1	60410	3,300	1,800	(1,500)			
16	40-20	32153	0030			4CA66-01-1	60440	0	19,338	19,338			
17	40-20	32153	0030			4CA66-01-1	60460	5,089	4,789	(300)			
18									0		0		
19									0				
20	40-20	32180	0030			4CA73-01-2	50195	0	(15,000)	(15,000)		Add new contract from Oregon Association of Hospitals & Health Systems (OAHS) for bioterrorism response planning - medical care points component	(b)
21	40-20	32180	0030			4CA73-01-2	60000	0	8,334	8,334			
22	40-20	32180	0030			4CA73-01-2	60130	0	2,548	2,548			
23	40-20	32180	0030			4CA73-01-2	60140	0	2,456	2,456			
24	40-20	32180	0030			4CA73-01-2	60350	0	86	86			
25	40-20	32180	0030			4CA73-01-2	60355	0	909	909			
26	40-20	32180	0030			4CA73-01-2	60440	0	667	667			
27									0		0		
28									0				
29	40-20	32180	0030			4CA73-01-3	50195	0	(42,888)	(42,888)		OAHS contract - culturally specific planning component	(c)
30	40-20	32180	0030			4CA73-01-3	60170	0	38,135	38,135			
31	40-20	32180	0030			4CA73-01-3	60350	0	247	247			
32	40-20	32180	0030			4CA73-01-3	60355	0	2,599	2,599			
33	40-20	32180	0030			4CA73-01-3	60440	0	1,907	1,907			
34									0		0		
35									0				
36	40-16	32180	0030			4CA73-01-1	50195	0	(81,000)	(81,000)		OAHS contract - assessment & database component	(d)
37	40-16	32180	0030			4CA73-01-1	60100	0	14,225	14,225			
38	40-16	32180	0030			4CA73-01-1	60170	0	50,927	50,927			
39	40-16	32180	0030			4CA73-01-1	60240	0	4,800	4,800			
40	40-16	32180	0030			4CA73-01-1	60250	0	1,510	1,510			
41	40-16	32180	0030			4CA73-01-1	60270	0	562	562			
42	40-16	32180	0030			4CA73-01-1	60350	0	465	465			
43	40-16	32180	0030			4CA73-01-1	60355	0	4,910	4,910			
44	40-16	32180	0030			4CA73-01-1	60440	0	3,601	3,601			
45									0		0		
46									0				

**EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
47	70-80	3500			705210		50316		(8,705)	(8,705)		Insurance (60140)
48	70-80	3500			705210		60330		8,705	8,705		Insurance (60140)
49									0			
50	70-03	3503			709525		50310		(1,096)	(1,096)		Telecomm (60370)
51	70-03	3503			709525		60200		1,096	1,096		Telecomm (60370)
52									0			
53	90-40	3501			904100		50310		1,500	1,500		Motor Pool (60410)
54	90-40	3501			904100		60240		(1,500)	(1,500)		Motor Pool (60410)
55									0			
56	90-40	3504			904400		50310		300	300		Mail & Distribution (60460)
57	90-40	3504			904400		60230		(300)	(300)		Mail & Distribution (60460)
58									0			
59	19	1000			9500001000		50310		(978)	(978)		Central Indirect (60350)
60	19	1000			9500001000		60470		978	978		Central Indirect (60350)
61									0			
62	40-90	1000	0030		409050		50370		(10,330)	(10,330)		Department Indirect (60355)
63	40-90	1000	0030		409001		60240		10,330	10,330		Use additional dept indirect to offset over-expenditures due to emergency responses
64									0		0	

**EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
65									0			
66									0			
67									0			
68									0			
69									0			
70									0			
										0	0	GRAND TOTAL

## 5. ANNUALIZED PERSONNEL CHANGE

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	6021	63706	PROGRAM DEVELOPMENT SPEC	712091	(0.20)	(8,860)	(2,095)	(1,843)	(12,798)
1505	6021	63706	PROGRAM DEVELOPMENT SPEC	tbd-1	0.80	37,811	11,557	11,163	60,531
1505	6021	63706	PROGRAM DEVELOPMENT SPEC	tbd-2	0.50	23,950	7,321	5,757	37,028
1505	6020	63706	PROGRAM DEVELOPMENT TECH	tbd-3	0.50	16,297	4,981	5,259	26,537
									0
1505	6021	63706	PROGRAM DEVELOPMENT SPEC	tbd-1	0.80	39,219	11,991	11,586	62,796
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
			<b>TOTAL ANNUALIZED CHANGES</b>		<b>2.40</b>	<b>108,417</b>	<b>33,755</b>	<b>31,922</b>	<b>174,094</b>

## 6. CURRENT YEAR PERSONNEL DOLLAR CHANGE

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

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	6021	63706	PROGRAM DEVELOPMENT SPEC	712091	(0.47)	(20,821)	(4,923)	(4,331)	(30,075)
1505	6021	63706	PROGRAM DEVELOPMENT SPEC	tbd-1	0.30	14,179	4,334	4,186	22,699
1505	6021	63706	PROGRAM DEVELOPMENT SPEC	tbd-2	0.29	13,891	4,246	3,339	21,476
1505	6020	63706	PROGRAM DEVELOPMENT TECH	tbd-3	0.29	9,452	2,889	3,050	15,391
									0
1505	6021	63706	PROGRAM DEVELOPMENT SPEC	tbd-1	0.17	8,334	2,548	2,462	13,344
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
			<b>TOTAL CURRENT FY CHANGES</b>		<b>0.58</b>	<b>25,035</b>	<b>9,094</b>	<b>8,706</b>	<b>42,835</b>

## BOGSTAD Deborah L

---

**From:** BURDINE Angela L  
**Sent:** Thursday, December 08, 2005 10:27 AM  
**To:** BOGSTAD Deborah L  
**Cc:** BERNSTEN Christine G  
**Subject:** RE: Multnomah County Board of Commissioners Agenda for the December 13 and 15, 2005 Board meetings

The total amount for HD-20 should be 189,270. The detail listed in the narrative and detail sheets adds up to \$189,270. There is a typo in the Title line.

Can we just amend the title? Deb, how should we proceed from here?

Sorry for the confusion.

## A Burdine

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

**From:** BERNSTEN Christine G  
**Sent:** Thursday, December 08, 2005 10:10 AM  
**To:** BURDINE Angela L  
**Subject:** FW: Multnomah County Board of Commissioners Agenda for the December 13 and 15, 2005 Board meetings

Hi Angela,  
Is the amount correct for our bud mod item?  
Christine

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

**From:** OXMAN Gary L  
**Sent:** Thursday, December 08, 2005 8:59 AM  
**To:** BERNSTEN Christine G; RICHER Kathryn A  
**Subject:** FW: Multnomah County Board of Commissioners Agenda for the December 13 and 15, 2005 Board meetings

See attached for BCC agenda.

Christine – you're covering this, right?

- Gary

Gary Oxman, MD, MPH  
Multnomah County Health Officer  
426 SW Stark Street, 8th Floor  
Portland, OR 97204  
Tel: (503) 988-3663 X 22640  
Gary.L.Oxman@co.multnomah.or.us

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

**From:** BOGSTAD Deborah L  
**Sent:** Thursday, December 08, 2005 8:00 AM

12/8/2005

**Subject:** Multnomah County Board of Commissioners Agenda for the December 13 and 15, 2005 Board meetings

Attached is the Multnomah County Board of Commissioners Agenda for the December 13 and 15, 2005 Board meetings. Informational agenda packet materials for the meeting will be posted online at

<http://www.co.multnomah.or.us/cc/WeeklyAgendaPacket/> Thursday afternoon. **The December 29, 2005 Board meeting is cancelled.** If you have any questions, please do not hesitate to contact me. Thank you and have a great day.

**Deb Bogstad, Board Clerk**  
**Multnomah County Commissioners**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277 phone**  
**(503) 988-3013 fax**  
**[deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

12/8/2005



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-14  
Est. Start Time: 10:35 AM  
Date Submitted: 12/01/05

**BUDGET MODIFICATION: HD - 20**

**Budget Modification HD-20 Appropriating \$182,270 in Additional Funds  
for the Health Department's Health Preparedness and Bioterrorism  
Agenda Title: Response Planning Projects**

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>2 mins</u>
<b>Department:</b>	<u>Health Dept.</u>	<b>Division:</b>	<u>Health Officer</u>
<b>Contact(s):</b>	<u>Angela Burdine, Budget Manager</u>		
<b>Phone:</b>	<u>503 988-3663</u>	<b>Ext.</b>	<u>26457</u>
<b>Presenter(s):</b>	<u>Christine Bernsten, Health Services Specialist</u>		
<b>I/O Address:</b>	<u>167/210</u>		

### General Information

**1. What action are you requesting from the Board?**

Request approval of appropriation of \$50,382 in additional funding from carryover from the Health Department's Health Preparedness Organization (HPO) and \$138,888 in additional funding from the Oregon Association of Hospitals & Health Systems (OAHS) for the Bioterrorism response project. We are also request an exception from the 3 week waiting period for agenda place due to pending employment offers. The positions are needed as soon as possible due to need for the outlined services.

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

In the spring of 2002, Oregon DHS received funding from Health Services and Resources Administrations (HRSA) to promote statewide hospital/health system preparedness for bioterrorism and other public health emergencies. Since that time DHS has engaged stakeholders (including MCHD) in assessing health system preparedness, and creating a framework to improve preparedness. This framework includes dividing the state into seven "Health Preparedness



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-15 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-15  
Est. Start Time: 10:37 AM  
Date Submitted: 12/05/05

### BUDGET MODIFICATION:

**Agenda Title:** NOTICE OF INTENT to Apply for a Gates Foundation Grant for the Public  
Access Computer Hardware Upgrade Program

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Library</u>	<b>Division:</b>	<u>Community Services</u>
<b>Contact(s):</b>	<u>Becky Cobb</u>		
<b>Phone:</b>	<u>503 988-5499</u>	<b>Ext.</b>	<u>85499</u>
<b>Presenter(s):</b>	<u>Patricia Welch, North Portland Library</u>		
<b>I/O Address:</b>	<u>317</u>		

### General Information

#### 1. What action are you requesting from the Board?

Request approval to apply for a Gates Foundation grant to replace and upgrade computer equipment at the North Portland Library computer lab. As the grant application deadline is December 30 and the December 29 Board meeting is cancelled, we are requesting an exception to the agenda submission deadline.

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

From 1997-2000, the Gates Foundation granted funds for computer purchases through its "Urban, Opportunity, and Native American Access to Technology Grant Program". These funds were specifically for public libraries to provide public access computing services to library patrons. The North Portland Library received \$35,650 in 2000 and these funds were used to start up the North Portland computer lab. Consequently, the Gates Foundation has established a new, one-time upgrade grant program to help libraries that originally received Foundation public access computer funds between 1997 and 2000 to move closer toward public access computer equity and sustainability. This special hardware upgrade grant is not an open or competitive program; applicants must be



invited by the Foundation to submit an application. The North Portland Library is eligible to apply for a total of \$18,000 to be spent by December 31, 2008.

The North Portland computer lab is a community learning center that supports the development of computer literacy skills in children and adults. The lab offers a range of classes for beginners and intermediate users, along with the opportunity to practice their skills. Patrons range from senior citizens learning to use email to job seekers improving their skills in Word and Excel. In the past 12 months, 336 hours of training have been offered.

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

This is a one-time grant of \$18,000 for the upgrade of public computer hardware.

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

None

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

None

## ATTACHMENT A

### Grant Application/Notice of Intent

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

- Who is the granting agency?  
The Bill & Melinda Gates Foundation
- Specify grant (matching, reporting and other) requirements and goals.  
The grant specifies that the funds are to be used to replace, upgrade or add public access computers.  
There is no match requirement.
- Explain grant funding detail – is this a one time only or long term commitment?  
This is a one-time only upgrade program.
- What are the estimated filing timelines?  
The grant application is due December 30, 2005.
- If a grant, what period does the grant cover?  
Expenditures have to occur by December 30, 2008.
- When the grant expires, what are funding plans?  
Future hardware upgrades will be funded in the Library's operating budget.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
They will be covered within existing Library resources.

## ATTACHMENT B

### Required Signatures

Department/  
Agency Director:

*Molly Raphael*

Date: 12/05/05

Budget Analyst:

*Debra*

Date: 12/05/05

Department HR:

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

Countywide HR:

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



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-16  
Est. Start Time: 10:40 AM  
Date Submitted: 12/07/05

### BUDGET MODIFICATION:

**Intergovernmental Expenditure Agreement 4600005845 with the Housing  
Agenda Authority of Portland for the Administration of Rental Assistance Funds and to  
Title: Implement a Single Unified Rental Assistance Program in Multnomah County**

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

<b>Date Requested:</b>	December 15, 2005	<b>Time Requested:</b>	30 minutes
<b>Department:</b>	Non-Departmental	<b>Division:</b>	Chair's Office
<b>Contact(s):</b>	Mary Li		
<b>Phone:</b>	503.988.6295	<b>Ext.</b>	26787
<b>I/O Address:</b>	167/2/Li		
<b>Presenter(s):</b>	Mary Li, Rachael Duke – HAP, Heather Lyons – City of Portland		

### General Information

**1. What action are you requesting from the Board?**

Review and approval of IGA with HAP for rent assistance, per Resolution 05-151.

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

In August 2005, the Board directed the Department of School and Community Partnerships (DSCP) to negotiate an IGA with HAP to transfer current County Clearinghouse functions, and to prepare a transition plan in order to implement the transfer. Board Resolution 05-151 requires the Department to bring the IGA back to the Board for their review prior to execution.

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

An additional \$50,000 of County General Funds (CGF) has been made available to HAP this year for administration. Annually, the County has committed to provide \$93,000 in CGF for administration in the future. 1 FTE will be eliminated as a result of the transfer. Service funds remain at budgeted levels (pending any unanticipated funding source changes) for this action.

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

This IGA brings current Clearinghouse functions into alignment with the new unified rent assistance system model as identified in the 10 year Plan to End Homelessness.

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

The new unified rent assistance system was created in collaboration with the City of Gresham, the City of Portland, and the Housing Authority of Portland. Significant citizen and provider feedback was sought and used throughout the planning process. An Oversight Committee, representing the jurisdictions, providers, and community members has been formed and will continue to provide accountability to the new system as its implemented.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/07/05

\_\_\_\_\_  
/mas

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-151**

Declaring Intent to Enter into Intergovernmental Agreements for Administration of Certain Rent Assistance Funds and to Allocate Funds for Administration

**The Multnomah County Board of Commissioners Finds:**

- a. The County, the City of Portland, the City of Gresham, and the Housing Authority of Portland (HAP) have been providing short-term rental assistance resources to agencies through various programs for more than ten years.
- b. In May 1993, the four jurisdictions approved an Intergovernmental Agreement (IGA) for the distribution of Payment in Lieu of Taxes (PILOT) revenue, a voluntary payment that Housing Authorities make to local taxing jurisdictions.
- c. A new IGA was signed in 2003 and included the agreement that the four jurisdictions would participate in a planning process that would consider best practices and develop recommendations for the creation of an outcome-based system of rent assistance services throughout Multnomah County.
- d. In 2003, Multnomah County's School and Community Partnerships had planned to put clearinghouse rent assistance and emergency voucher funds out for competitive bid. At the same time, the City of Portland and Multnomah County were embarking on a planning process to develop a plan to end chronic homelessness. The jurisdictions agreed to conduct a collaborative planning process for development of a new rent assistance system as a part of the Ten Year Plan to End Homelessness.
- e. An Inter-Jurisdictional Working Group was charged with the creation of the program model for a system of rent assistance services in Multnomah County based on best practices, utilizing the Ten-Year Plan, and aligning with other jurisdictional policies and priorities.
- f. The Inter-jurisdictional Working Group created a plan including the following components:
  - 1. Program Model
  - 2. Outcomes, Evaluation, and Data Collection
  - 3. System Support
  - 4. Allocation Formula
  - 5. Unified System

- g. Approximately 500 community members had the opportunity to participate in reviewing the work, through document release and two public input sessions. A summary of that input and responses to it has been produced and sent to the community.
- h. The County and the City of Portland have adopted the 10-Year Plan to End Homelessness as a blueprint for their efforts.
- i. An inter-jurisdictional committee of representatives of elected officials solicited letters of interest, and is recommending that the Housing Authority of Portland be selected as the administrative entity for a new consolidated rent assistance system. The HAP has submitted a Transition Plan dated July 6, 2005.
- j. The County is prepared to enter into one or more IGA's with the City of Portland, the City of Gresham and the HAP to implement a new rent assistance system based on the values and goals adopted in the work of the Short Term Rent Assistance Work Group, the Inter-jurisdictional Work Group, the solicitation of letters of interest dated March 28, 2005, and the July 6, 2005 HAP Transition Plan.
- k. HAP has proposed to administer the rent assistance system for an annual cost to the Cities and County of approximately \$184,000 plus \$10,000 in startup costs.
- l. Responsibility for administering the SIP-funded Post Release Housing Fund will be transferred from the Department of School and Community Partnerships to the Department of Community Justice prior to January 1, 2006.

**The Multnomah County Board of Commissioners Resolves:**

- 1. The Board intends to enter into one or more intergovernmental agreements with the City of Portland, the City of Gresham and the Housing Authority of Portland for HAP's administration of the new rent assistance system beginning January 1, 2006.
- 2. The intergovernmental agreements will provide that:
  - County and the City of Portland will split the administrative cost, after the City of Gresham has made a small annual contribution. The County intends to allocate approximately \$45,000 to HAP for services beginning January 1, 2006, and thereafter to allocate approximately \$93,000 plus inflation in each fiscal year.
  - HAP will administer State Low Income Rental Housing and Federal Emergency Management Agency funds for rent assistance. PILOT funds.

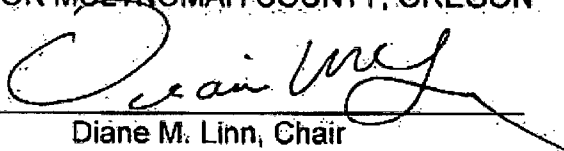
currently provided by HAP and administered by the County for rent assistance, will hereafter remain with HAP.

- An Oversight Committee will be established that will include representation from the County, the Cities, providers and other interested entities. The County will appoint at least two representatives to the Oversight Committee.
3. Multnomah County's Office of School and Community Partnerships is directed to negotiate the intergovernmental agreements with the Cities and HAP for Board approval.

ADOPTED this 18th day of August, 2005.

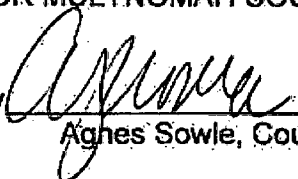


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Agnes Sowle, County Attorney



**BOGSTAD Deborah L**

**From:** ROBERTS Sydney L  
**Sent:** Wednesday, December 07, 2005 10:23 AM  
**To:** CREAN Christopher D  
**Cc:** LI Mary T; OSBURN Julie L; BOGSTAD Deborah L; HADLEY Jane V  
**Subject:** FW: RUSH - Materials for 12/15 Board Meeting

**Importance:** High

Hi Chris – As you may already know or partially glean from below, this IGA is ready for Board approval. Someone from DSCP will be bringing the package over for you to review and sign and pass on **to Deb Bogstad by NOON TODAY!**

If you have any questions you may contact Mary Li later this afternoon once her plane has landed.

Thank you!

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

**From:** LI Mary T  
**Sent:** Tuesday, December 06, 2005 9:10 PM  
**To:** BOGSTAD Deborah L  
**Cc:** BELL Iris D; POE Lorenzo T; OSBURN Julie L; ROBERTS Sydney L  
**Subject:** Materials for 12/15 Board Meeting



HAP IGA APR  
20505.doc (74 KB)



HAP IGA

120605.doc (53 KB)



HAP caf.doc (54  
KB)

Here's what I have, per your e-mail. I've revised the APR and attached the IGA and CAF. Thanks for the advice. The attachments to the IGA are probably two inches thick, many not available electronically. I'm assuming that we'll send hard, signed copy of everything above plus one set of attachments tomorrow morning. Let me know if you need anything else. Thanks!

## INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Housing Authority of Portland (CONTRACTOR) and Multnomah County (COUNTY).

**CONTRACT DOCUMENTS.** This Contract includes this document (Intergovernmental Agreement) and:

- Attachment A - Sample Invoice
- Attachment B - FEMA Rent Assistance Form
- Attachment C - Sample LIFHF Invoice
- Attachment D - Emergency Food and Shelter National Board Program Phase 23 Responsibilities and Requirements Manual
- Attachment E - Master Grant Agreement 05-07
- Attachment F - LIRHF Request for Funds Form
- Attachment G - State of Oregon HCS Low Income Rental Housing Fund Sub-grantee Manual
- Attachment H - Required Data: Crosswalk Homeless Services Project
- Attachment I - Rent Assistance Program Model
- Attachment J - Client Monitoring Tool
- Attachment K - HUD Habitability Standards
- Attachment L - Chart A Clearinghouse Transfer

### **PURPOSE:**

The purpose of this agreement is to in accordance with the program instructions governing each funding source, see Attachments D and G and in alignment with the agreed Inter-jurisdictional Rental Assistance Redesign Program Model Attachment I, enter into a contractual agreement with the Housing Authority of Portland for the administration of rental assistance funds and to implement a single unified rental assistance program in Multnomah County in accordance with the Ten-Year Plan to End Homelessness ([www.portlandonline.com/bhcd](http://www.portlandonline.com/bhcd))

The parties agree as follows:

- I. RESPONSIBILITIES OF CONTRACTOR:** The CONTRACTOR agrees to provide:
  - A. HAP will Administer County General funds, LIRHF funds and FEMA funds to community non-profit agencies through contractual agreements.
  - B. HAP will conduct a procurement process to determine which community non-profit agencies will access rental assistance funds.
  - C. Hap will administer the rental assistance funds in accordance the program design in the Rental Assistance Re-design Program Model Document (attachments I)
  - D. HAP will abide by program instructions governing each funding source as stated in the program manuals (Attachment D and G).
  - E. HAP will monitor its sub-contract agencies at least annually for program compliance an example is The Client Monitoring Tool, Attachment J.
  - F. HAP will monitor motel vendors once annually to determine habitability of motel units, HUD Habitability Standards, Attachment K.

- G. In accordance with the Rent Assistance Program Model, Attachment I, HAP will convene an Oversight Committee that will meet a minimum of quarterly to provide input on systems evaluation and effectiveness by January 01, 2006.
- H. HAP will meet a minimum of six times annually with contractor agencies and facilitate sharing of pertinent program information and provide a forum for networking by February 1, 2006.
- I. HAP will create an eligibility checking function for using FEMA funds that meets the standards as determined by Multnomah County DSCP and the regulations governing the FEMA funding source, Attachment D by February 1, 2006.
- J. HAP will provide quarterly narrative reports updating DSCP on program implementation.
- K. HAP will insure that accurate data is being collected by contracted agencies. Initially the Crosswalk Data Collection System will be used. HAP will convert to the data collection system of Service Point and notify DSCP in writing of this change. HAP will use the Service Point data collection system and will make this data available to DCSP. DSCP will only maintain the Crosswalk Data Collection System until DSCP contractors are fully operational in Service Point
- L. HAP will allocate total funds in the rent assistance system at 45% to the adult and 55% to the family population.
- M. HAP will set aside for current SUN System providers at current allocation amounts until the current procurement authority ends on June 30, 2008;
- N. HAP will require participation of current SUN Systems providers in an informal proposal process conducted by HAP to bring current service delivery into alignment with the new unified rent assistance model, including performance expectations, data collection, and outcomes; and,
- O. July 1, 2008, HAP may conduct a formal competitive procurement process for rent assistance in conjunction with the County's procurement process for the SUN System, or may do so independently as long as the regional and culturally specific allocations are maintained.
- P. The County will appoint two representatives to the Oversight Committee.
- Q. No administrative dollars will be taken on LIRHF, FEMA or County General funds designated for rental assistance.
- R. Administrative dollars may only be used for the management of the single unified rental assistance system. Other programs will be considered ineligible administrative expenses.
- S. HAP will allocate 5% program delivery funds to sub-contractors based on their total allocation. County General Funds may be used for this purpose.
- T. HAP will provide advances in funds at sub-contractors request as funding source regulations allow.
- U. OUTCOMES:
  - 50% of homeless households will obtain permanent housing within 30 days after receiving a motel voucher.
  - 100% of those denied permanent housing will access stable residence such as shelter or transitional housing within 30 days after receiving a motel voucher.
  - 80% of households will maintain housing stability at 3 months after rental assistance ends.
  - 80% of households will maintain housing stability at 6 months after rental assistance ends

- 70% of households will maintain housing stability at 12 months after rental assistance ends
- 70% of households will maintain housing stability 12 months after eviction prevention assistance ends

**MEASURES:**

- Number of households served
- Of those households provided with safety off the street motel vouchers, the proportion that moved into permanent housing within 30 days
- Housing stability tracked at 3, 6 and 12 months
- Households will have an increase in incomes or income supports allowing household to assume full rental payment within 24 months
- Exit destination of households not moving into permanent housing

**II. RESPONSIBILITIES OF COUNTY:** The County agrees to: Reimburse CONTRACTOR for specific services based upon the payment terms set forth under Attachments A through L of this Contract.

The maximum payment under this Contract, including expenses, is **\$339,610**.

FEMA –\$238,693

LIRHF – \$0

County General Fund Administrative – \$50,000

County General Fund – Program - \$50,917 (County buy back of LIRHF reduction)

**III. PAYMENT TERMS – All Contracts:**

**1. Chargeable Expenditures.** CONTRACTOR may charge expenditures under this Contract only if they are:

- a) In payment for services performed under this Contract;
- b) In payment of an obligation incurred during the Contract period;
- c) Performed in conformance with all applicable state and federal regulations and statutes; and
- d) Not in excess of maximum payable under this Contract.

**2. Reporting Requirements.**

- a) Fiscal and Program reporting requirements specific to this IGA grants are described in Attachment L - Chart A attached.
- b) Notwithstanding any other payment provision of this Contract, failure of CONTRACTOR to submit required reports when due, may result in the withholding or reduction of payments under this Contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

**3. Recovery of Funds.** Any COUNTY funds spent for purposes not authorized by this Contract shall be deducted from future payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after Contract expiration or after

notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments become delinquent, and in case of litigation, to reasonable attorney's fees.

**4. Refunds.** Any refunds to the state or federal government resulting from state (OAR 309-013-0120 through 0220) or federal audits shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such repayments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures, or fees.

**5. Protection Against Loss or Damages.** COUNTY shall have the right to withhold from payments due CONTRACTOR such sums as are necessary in COUNTY'S sole opinion to protect COUNTY from any loss, damage, or claim which may result from CONTRACTOR'S failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

**6. Request for Payment.** CONTRACTOR shall submit all final requests for payment no later than July 20<sup>th</sup> or the next working day after July 20<sup>th</sup> to the Department of School and Community Partnerships (DSCP). DSCP will not process final requests for payment documents not received within the specified time and the expense shall be the CONTRACTOR'S responsibility.

**VI. Payment Terms – Cost Reimbursement:** County pays monthly.

1. COUNTY shall pay amounts due to CONTRACTOR upon receipt of CONTRACTOR'S payment requests in the standard DSCP format. Invoices are due the 20<sup>th</sup> calendar day of the month following the month in which services are delivered. At a minimum, see Chart attached for specific Fiscal reporting requirements. COUNTY agrees to process payment requests within ten working days of receipt of billing.

2. CONTRACTOR shall maintain required fiscal, program, and progress reports, which support payment requests, according to COUNTY program and fiscal requirements.

**VII. TERM:** The term of this agreement shall be from **February 1, 2006 to June 30, 2006.**

**VIII. TERMINATION:** This agreement may be terminated by either party upon thirty (30) days written notice.

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

**X. INSURANCE:** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

**XI. ADHERENCE TO LAW:** Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement.

**XII. NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

**XII. ACCESS TO RECORDS:** Each party shall have access to the books, documents, and other records of the other which are related to this agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.

**XIV. SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

**XV. THIS IS THE ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

**MULTNOMAH COUNTY, OREGON**

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DIANE M. LINN, COUNTY CHAIR

BY Lorenzo T. Poe, Jr. DATE 12/7/05  
LORENZO T. POE, JR., DIRECTOR  
DEPARTMENT OF SCHOOL AND COMMUNITY PARTNERSHIPS

REVIEWED Chris Creen DATE 12/7/05  
CHRIS CREEN, ASSISTANT COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

**HOUSING AUTHORITY OF PORTLAND**

BY \_\_\_\_\_ DATE \_\_\_\_\_  
STEVE RUDMAN, EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_

**BOGSTAD Deborah L**

---

**From:** SAMOLINSKI Peggy L  
**Sent:** Wednesday, December 14, 2005 12:29 PM  
**To:** LINN Diane M; ROJO DE STEFFEY Maria; CRUZ Serena M; NAITO Lisa H; ROBERTS Lonnie J  
**Cc:** BELL Iris D; ROMERO Shelli D; CARROLL Mary P; BOGSTAD Deborah L; WEST Kristen; NAITO Terri W; KINGERY Tiffany V; LI Mary T; POE Lorenzo T  
**Subject:** Revised/Final Version of IGA between DSCP and HAP

Good Afternoon,

On behalf of the Department of School and Community Partnerships and per the Board Clerk's request, I am forwarding the Final / Revised version of the Intergovernmental Agreement between the Department of School and Community Partnerships and the Housing Authority of Portland IGA for your consideration. This is in preparation for the Thursday 12/15 presentation on Agenda item R-16 . The IGA relates to the Unified Rental Assistance program that is being transitioned to HAP.

It has changed some since the Department submitted the Agenda Request Form and all involved want to ensure that you all have the most current version for the Thursday presentation. This final version represents the most recent collective work and agreement of staff across all jurisdictions.

Lorenzo, Mary Li and Tiffany Kingery (and other partners from the jurisdictions) will be present at the Board Meeting on Thursday and can respond to any questions that you have at that time.

Thanks much,  
Peggy Samolinski

12/14/2005

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 4600005845

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

Amendment #: 0

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

Department: School and Community Partnerships Division: Community Partnerships Date: December 6, 2005  
 Originator: Mary T. Li Phone: 26787 Bldg/Rm: 167/2/200  
 Contact: Sydney Bizzell Roberts Phone: 22701 Bldg/Rm: 167/2/200  
 Description of Contract: This Intergovernmental Agreement will allow for the transfer of operations for the Clearinghouse Program from DSCP to the Housing Authority of Portland (HAP).

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

Contractor: Housing Authority of Portland	
Address: 135 SW Ash	Remittance Address: (If different)
City/State: Portland OR	
Zip Code: 97204	Payment Schedule / Terms
Phone: 503.802.8300	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Employer ID# or SS#: 93-6001547	<input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30
Contract Effective Date: February 1, 2006 Term Date: June 30, 2006	<input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Amendment Effect Date: New Term Date:	<input type="checkbox"/> Requirements Funding Info:
Original Contract Amount \$ 339,610.00	Original Requirements Amount \$
Total Amt of Previous Amendments \$ 0	Total Amt of Previous Amendments \$
Amount of Amendment \$ 0	Requirements Amount Amendment: \$
Total Amount of Agreement \$ 339,610.00	Requirement Changes Non-Amendment: \$
	Total Amount of Requirements \$

## REQUIRED SIGNATURES

Department Manager: Lorenzo T. Poe, Jr. MIB DATE: 12/2/05  
 Purchasing Manager: \_\_\_\_\_ DATE: \_\_\_\_\_  
 County Attorney: Christopher Area DATE: 12/7/05  
 County Chair: Chris May DATE: 12.15.05  
 Sheriff: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Contract Administration: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMENTS: SAP Vendor # 24226

EEO Expires:





## IGA Contract

## Vendor Address

HOUSING AUTHORITY OF PORTLAND  
135 SW ASH ST  
PORTLAND OR 97204

## Information

**Contract Number** 4600005845  
**Date** 12/05/2005  
**Vendor No.** 24226  
**Contact/Phone** OSCP Services /  
  
**Validity Period:** 01/01/2006 - 06/30/2006  
**Minority Indicator:** Not Identified

**Estimated Target Value:** 339,610.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	H50030016 Clearinghouse Services Admin (USD)  Plant: F021 School/Community Partnerships Requirements Tracking Number: IGA Per Invoice/Cost Reimbursement Validity Period: 1/1/06 - 6/30/06	50,000.000	Dollars	\$ 1.0000
0002	H50030015 Clearinghouse Services (USD)  Plant: F021 School/Community Partnerships Requirements Tracking Number: IGA Per Invoice/Cost Reimbursement Validity Period: 1/1/06 - 6/30/06	238,693.000	Dollars	\$ 1.0000
0003	H50030015 Clearinghouse Services (USD)  Plant: F021 School/Community Partnerships Requirements Tracking Number: IGA Per Invoice/Cost Reimbursement Validity Period: 1/1/06 - 6/30/06	50,917.000	Dollars	\$ 1.0000



# MULTNOMAH COUNTY OREGON

Page 1 of 1

Bill to and ship to addresses are the same unless otherwise specified below.

## Release Order

### Vendor Address

HOUSING AUTHORITY OF PORTLAND  
135 SW ASH ST  
PORTLAND OR 97204

### Release Order

**4500079646**

#### Date

12/05/2005

#### Vendor No.

24226

#### Buyer/Phone

OSCP Services /

#### Validity End Date

06/30/2006

#### Incoterms

FOB Destination

### Ship To:

Multnomah County  
Dept of School & Community Partnership  
421 SW Oak, Suite 200  
Portland OR 97204  
Fax:

### Bill To or Other Special Instructions:

Program Contact:  
Mary Li  
503.988.6295, ext. 26787

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
0001	H50030016 Clearinghouse Services Admin (USD) Tracking# IGA G/L# 60160 WBS: SCPCHHEMS.CGF Release order against contract 4600005845 Item 00001 <i>Per Invoice/Cost Reimbursement</i> <i>Validity Period: 1/1/06 - 6/30/06</i>	50,000.000	USD	\$ 1.0000	\$ 50,000.00
0002	H50030015 Clearinghouse Services (USD) Tracking# IGA G/L# 60160 WBS: SCPCHHCV.FEMA24 Release order against contract 4600005845 Item 00002 <i>Per Invoice/Cost Reimbursement</i> <i>Validity Period: 1/1/06 - 6/30/06</i> <i>Per Invoice/Cost Reimbursement</i> <i>Validity Period: 1/1/06 - 6/30/06</i>	238,693.000	USD	\$ 1.0000	\$ 238,693.00
0003	H50030015 Clearinghouse Services (USD) Tracking# IGA G/L# 60160 WBS: SCPCHHCV.CGF Release order against contract 4600005845 Item 00003 <i>Per Invoice/Cost Reimbursement</i> <i>Validity Period: 1/1/06 - 6/30/06</i>	50,917.000	USD	\$ 1.0000	\$ 50,917.00
				Total	<u>\$ 339,610.00</u>

**INTERGOVERNMENTAL AGREEMENT**

This is an Agreement between Housing Authority of Portland (CONTRACTOR) and Multnomah County (COUNTY).

**CONTRACT DOCUMENTS.** This Contract includes this document (Intergovernmental Agreement) and:

- Attachment A - Sample Invoice
- Attachment B - Federal Emergency Management Agency (FEMA) Rent Assistance Form
- Attachment C - Sample Low Income Rental Housing Fund (LIRHF) Invoice
- Attachment D - Emergency Food and Shelter National Board Program Phase 23 Responsibilities and Requirements Manual
- Attachment E - Master Grant Agreement 05-07
- Attachment F - LIRHF Request for Funds Form
- Attachment G - State of Oregon Housing and Community Services (HCS) LIRHF Sub-grantee Manual
- Attachment H - Required Data: Crosswalk Clearinghouse Project
- Attachment I - Rent Assistance Program Model
- Attachment J - Client Monitoring Tool
- Attachment K - HUD Habitability Standards
- Attachment L - Chart A Clearinghouse Transfer

**PURPOSE:**

The purpose of this agreement is to be in accordance with the program instructions governing each funding source, see Attachments D and G and in alignment with the agreed Inter-jurisdictional Rental Assistance Redesign Program Model Attachment I, enter into a contractual agreement with the Housing Authority of Portland (CONTRACTOR) for the administration of rental assistance funds and to implement a single unified rental assistance program in Multnomah County is in accordance with the Ten-Year Plan to End Homelessness. ([www.portlandonline.com/bhcd](http://www.portlandonline.com/bhcd))

The parties agree as follows:

- I. RESPONSIBILITIES OF CONTRACTOR:** The CONTRACTOR agrees to provide:
- A. CONTRACTOR will administer County General Funds (CGF), LIRHF funds and FEMA funds to community non-profit agencies through contractual agreements.
  - B. CONTRACTOR will conduct a procurement process to determine which community non-profit agencies will access rental assistance funds.
  - C. CONTRACTOR will administer the rental assistance funds in accordance with the program design in the Rental Assistance Re-design Program Model Document (Attachment I).
  - D. CONTRACTOR will abide by program instructions governing each funding source as stated in the program manuals (Attachment D and G).
  - E. CONTRACTOR will monitor its sub-contract agencies at least annually for program compliance an example is The Client Monitoring Tool, Attachment J.
  - F. CONTRACTOR will monitor motel vendors once annually to determine habitability of motel units, HUD Habitability Standards, Attachment K.

- G. In accordance with the Rent Assistance Program Model, Attachment I, CONTRACTOR will convene an Oversight Committee that will meet a minimum of quarterly to provide input on systems evaluation and effectiveness by February 01, 2006.
- H. CONTRACTOR will meet a minimum of six times annually with contractor agencies and facilitate sharing of pertinent program information and provide a forum for networking by February 1, 2006.
- I. CONTRACTOR will create an eligibility checking function for using FEMA funds that meets the standards as determined by Multnomah County DSCP and the regulations governing the FEMA funding source, Attachment D by February 1, 2006.
- J. CONTRACTOR will provide quarterly narrative reports updating DSCP on program implementation.
- K. CONTRACTOR will insure that accurate data is being collected by contracted agencies. Initially the Crosswalk Data Collection System will be used. CONTRACTOR will transition to the data collection system to ServicePoint and notify DSCP in writing of this change. CONTRACTOR will use the ServicePoint data collection system and will make this data available to DCSP. DSCP will only maintain the Crosswalk Data Collection System to record data for this program until DSCP contractors are fully operational in ServicePoint.
- L. CONTRACTOR will allocate total funds in the rent assistance system at 45% to the adult and 55% to the family population. If any of the parties in this unified rent assistance system choose to target new resources to a specific population through the unified rent assistance system, they agree to bring this to the Oversight Committee for their review about how best to implement while at the same time maintaining the balance of funding across the system
- M. CONTRACTOR will set aside for current SUN Service System providers at current allocation amounts until the procurement process conducted by the CONTRACTOR is completed and new contracts are executed.
- N. As early as the fall of 2006, CONTRACTOR may conduct a formal competitive procurement process for the unified rent assistance system. The procurement process will be designed to provide rent assistance based on the County's six geographic regions and on a culturally specific accessible basis. If CONTRACTOR intends to provide the services based on considerations other than the COUNTY'S six geographic regions and culturally specific populations, CONTRACTOR will bring this change to the Board of County Commissioners for their consideration and approval.
- O. The County will appoint two representatives to the Oversight Committee.
- P. No administrative dollars will be taken by CONTRACTOR on LIRHF, FEMA or County General Funds designated for rental assistance.
- Q. Administrative dollars may only be used for the management of the single unified rental assistance system. Other programs are not eligible administrative expenses.
- R. CONTRACTOR will allow sub-contractors to invoice up to 5% of their total allocation as program delivery expenses. County General Funds may be used for this purpose.
- S. CONTRACTOR will provide one time advances of up to one month's expense at sub-contractors request as funding source regulations allow. County General Funds may be used for this purpose.
- T. CONTRACTOR has the authority to change funding amounts based on performance of sub-contractors as long as the criteria for performance are clearly spelled out and documented in CONTRACTOR'S subcontract. If funding amounts are changed that effect a given region or

culturally specific population, resources for that region or the culturally specific population must be maintained.

**U. OUTCOMES:**

- 50% of homeless households will obtain permanent housing within 30 days after receiving a motel voucher.
- 100% of those denied permanent housing will access stable residence such as shelter or transitional housing within 30 days after receiving a motel voucher.
- 80% of households will maintain housing stability at 3 months after rental assistance ends.
- 80% of households will maintain housing stability at 6 months after rental assistance ends
- 70% of households will maintain housing stability at 12 months after rental assistance ends
- 70% of households will maintain housing stability 12 months after eviction prevention assistance ends

**MEASURES:**

- Number of households served
- Of those households provided with safety off the street motel vouchers, the proportion that moved into permanent housing within 30 days
- Housing stability tracked at 3, 6 and 12 months
- Households will have an increase in incomes or income supports allowing household to assume full rental payment within 24 months
- Exit destination of households not moving into permanent housing

**II. RESPONSIBILITIES OF COUNTY:** The County agrees to: Reimburse CONTRACTOR for specific services based upon the payment terms set forth under Attachments A through L of this Contract.

The maximum payment under this Contract, including expenses, and based on funding availability, is **\$339,610**. Funding sources and amounts are:

FEMA –\$238,693

LIRHF – \$0

County General Fund Administrative – \$50,000

County General Fund – Program - \$50,917 (County buy back of LIRHF reduction)

**III. PAYMENT TERMS – All Contracts:**

**1. Chargeable Expenditures.** CONTRACTOR may charge expenditures under this Contract only if they are:

- a) In payment for services performed under this Contract;
- b) In payment of an obligation incurred during the Contract period;
- c) Performed in conformance with all applicable state and federal regulations and statutes; and

d) Not in excess of maximum payable under this Contract.

**2. Reporting Requirements.**

- a) Fiscal and Program reporting requirements specific to this IGA grants are described in Attachment L - Chart A attached.
- b) Notwithstanding any other payment provision of this Contract, failure of CONTRACTOR to submit required reports when due, may result in the withholding or reduction of payments under this Contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

**3. Recovery of Funds.** Any COUNTY funds spent for purposes not authorized by this Contract shall be deducted from future payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after Contract expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY, with respect only to those funds provided to the CONTRACTOR after the effective date of this agreement. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments become delinquent, and in case of litigation, to reasonable attorney's fees.

**4. Refunds.** Any refunds to the state or federal government resulting from state (OAR 309-013-0120 through 0220) or federal audits shall be the sole responsibility of CONTRACTOR except in cases where the COUNTY is responsible for the action leading to the refund. CONTRACTOR agrees to make all such repayments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures, or fees.

**5. Protection Against Loss or Damages.** COUNTY shall have the right to withhold from payments due CONTRACTOR such sums as are necessary in COUNTY'S sole opinion to protect COUNTY from any loss, damage, or claim which may result from CONTRACTOR'S failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

**6. Request for Payment.** CONTRACTOR shall submit all final requests for payment no later than July 20<sup>th</sup> or the next working day after July 20<sup>th</sup> to the Department of School and Community Partnerships (DSCP). DSCP will not process final requests for payment documents not received within the specified time and the expense shall be the CONTRACTOR'S responsibility.

**IV. Payment Terms – Cost Reimbursement:** County pays monthly.

1. COUNTY shall pay amounts due to CONTRACTOR upon receipt of CONTRACTOR'S payment requests in the standard DSCP format. Invoices are due the 20<sup>th</sup> calendar day of the month following the month in which services are delivered. At a minimum, see Chart attached for specific Fiscal reporting requirements. COUNTY agrees to process payment requests within ten working days of receipt of billing.

2. CONTRACTOR shall maintain required fiscal, program, and progress reports, which support payment requests, according to COUNTY program and fiscal requirements.

**V. TERM:** The term of this agreement shall be from **February 1, 2006 to June 30, 2006**.

**VI. TERMINATION:** This agreement may be terminated by either party upon thirty (30) days written notice. In the case of early termination, the County will reimburse the CONTRACTOR for work performed and expenses incurred prior to the termination date, provided such work is performed and expenses were incurred in accordance with the Contract.

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

**VIII. INSURANCE:** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

**IX. ADHERENCE TO LAW:** Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement.

**X. NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

**XI. ACCESS TO RECORDS:** Each party shall have access to the books, documents, and other records of the other which are related to this agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.

**XII. SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

**XIII. THIS IS THE ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

**MULTNOMAH COUNTY, OREGON**

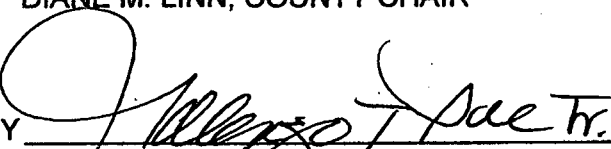
APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # R-10 DATE 12-15-05

DEBORAH L. BOGSTAD, BOARD CLERK


BY   
DIANE M. LINN, COUNTY CHAIR

DATE \_\_\_\_\_

BY   
LORENZO T. POE JR., DIRECTOR  
DEPARTMENT OF SCHOOL AND COMMUNITY PARTNERSHIPS

DATE 12/14/05

REVIEWED:

BY 

DATE 12/14/05

CHRIS CREAN, ASSISTANT COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

**HOUSING AUTHORITY OF PORTLAND**

BY \_\_\_\_\_  
STEVE RUDMAN, EXECUTIVE DIRECTOR

DATE \_\_\_\_\_

APPROVED AS TO FORM:

BY \_\_\_\_\_

DATE \_\_\_\_\_





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

**Meeting Date:** 12/15/05  
**Agenda Item #:** R-17  
**Est. Start Time:** 11:00 AM  
**Date Submitted:** 12/06/05

**BUDGET MODIFICATION:** -

**Agenda Title:** **RESOLUTION Authorizing the Grant of an Access Easement Under the New Sauvie Island Bridge to ESCO Corporation**

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>5 mins</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>Commission District 1</u>
<b>Contact(s):</b>	<u>Shelli Romero, Office of Commissioner Maria Rojo de Steffey</u>		
<b>Phone:</b>	<u>503 988-5220</u>	<b>Ext.</b>	<u>85220</u>
<b>Presenter(s):</b>	<u>Maria Rojo de Steffey, Commissioner District 1</u>		

### General Information

**1. What action are you requesting from the Board?**

Approval of Resolution Authorizing the Grant of an Access Easement to ESCO Corporation

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

Multnomah County has reached a proposed settlement with ESCO Corporation to acquire certain property interests necessary for the Sauvie Island Bridge Project as authorized by previous County Board Resolutions. One condition of the proposed settlement is for ESCO to obtain a twenty foot wide access easement across the County owned land underneath the existing bridge and a portion of the property to be acquired from ESCO for the new bridge. The County Engineer has reviewed this proposed grant by the County to ESCO of the access easements as more particularly described in the attached Exhibit A to the Resolution, and finds that this easement grant to ESCO does not interfere with the County's control, operation and maintenance needs for the proposed new bridge, and as such this easement is surplus and not necessary for County purposes.

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

N/A.

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

This resolution authorizing the easement grant is a condition of the proposed settlement of the condemnation action to acquire property interests from ESCO for the Sauvie Island Bridge Project

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

See Discussion above.

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**Required Signatures**

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**Department/  
Agency Director:**

*Maria Pijo de Steffey*

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**Date:** 12/6/05

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Grant Of An Access Easement Under The New Sauvie Island Bridge To ESCO Corporation

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County has reached a proposed settlement with ESCO Corporation (ESCO) to acquire certain property interests necessary for the Sauvie Island Bridge Project as authorized by previous County Board Resolution Nos. 05-040 and 05-047 and as more particularly described in Exhibit B to those Resolutions.
- b. One condition of the proposed settlement is for ESCO to obtain a continuous twenty foot wide access easement across the County owned land underneath the existing bridge and the property to be acquired from ESCO for the new bridge.
- c. The County Engineer has reviewed the proposed easement grant to ESCO, as more particularly described in the attached Exhibit A and finds that the easement grant on the terms and conditions stated:
  - would not interfere with the County's control, operation and maintenance of the proposed new bridge;
  - serves the public's interest in facilitating the construction of the new bridge; and
  - is appropriate additional consideration for the property interests to be acquired from ESCO.
- d. The grant of the easement will be in the public's best interest and have little effect upon the use or value of the land upon which it will be located.

**The Multnomah County Board of Commissioners Resolves:**

1. Upon ESCO's conveyance to the County of the property interests more particularly described in Exhibit B to Resolutions Nos. 05-040 and 05-047 as provided for in the stipulated settlement agreement between the parties, the

County approves the grant of an access easement to ESCO substantially in the form of Exhibit A to this Resolution.

2. Provided all terms and conditions are met as set forth herein, the County Chair is authorized to execute the Easement on behalf of Multnomah County.

ADOPTED this 15th day of December, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

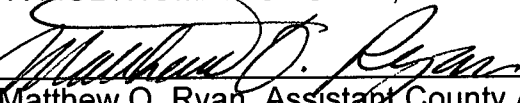
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Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
Matthew O. Ryan, Assistant County Attorney

After recording, return to:  
Patrick Hinds/Transportation Division Bldg. #455  
N.E. 181st Avenue  
Until a change is requested, all  
tax statements shall be sent to:  
Multnomah County Transportation Division  
1600 S.E. 190th Avenue  
Portland, Oregon 97233

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## EXHIBIT A

### EASEMENT

Multnomah County, a political subdivision of the State of Oregon, ("GRANTOR"), grants to ESCO Corporation, an Oregon corporation ("GRANTEE"), a non-exclusive access easement over and across that certain real property as more particularly described in the attached **Exhibit A-1**, as Parcel 1 and Parcel 2.

The Easement is granted pursuant to the following terms and conditions:

1. The sole purpose of the Easement is to provide GRANTEE an access route over and across GRANTOR'S property at reasonable times to GRANTEE'S immediately adjacent properties to the north and the south of this Easement.
2. **Notwithstanding Paragraphs 3-9 of this Easement, during the construction phase of the new Sauvie Island Bridge, which shall be from December 15, 2005 through December 15, 2009, that any right of access to the easement area by GRANTEE, its employees, invitees, agents, contractors, and subcontractors must first be expressly approved in writing by Grantor. The requirement of Grantor's written approval for Grantee's access shall cease upon completion of construction, except as otherwise provided herein.**
3. GRANTEE shall obtain prior written approval from GRANTOR prior to permitting persons other than Grantee, its employees, invitees, agents or contractors to use the easement.
4. GRANTOR and/or its authorized representative(s) reserve the right to enter into and upon the easement area at any time.
5. Except as expressly authorized in writing by GRANTOR, GRANTEE its employees, invitees, agents, contractors, and subcontractors shall not:
  - a. Cut, destroy or remove, or permit to be cut, destroyed or removed any vegetation, except minor maintenance including vegetation trimming shall be allowed;
  - b. Remove any sand and gravel, or other mineral resources for commercial use or sale that occur in the easement area except as expressly authorized in writing by GRANTOR;
  - c. Interfere with or disrupt in any way GRANTOR'S use of the easement area and the abutting property for right-of-way or other lawful purposes.
6. GRANTEE shall conduct all its operations within the easement area in a manner that causes no harm to fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests.
7. GRANTOR reserves the right to revoke this easement for noncompliance by GRANTEE with the conditions of this easement,

8. GRANTEE shall pay to GRANTOR the actual value, as reasonably determined by GRANTOR, for any unreasonable damage to GRANTOR-owned lands caused by GRANTEE'S activities in and around the easement area.

9. GRANTEE shall defend, hold harmless, and indemnify GRANTOR, its employees, agents and contractors, for, from, and against any and all claims, liabilities, losses, costs, and expenses, including but not limited to attorney fees, arising from GRANTEE or its agents, employees or contractors negligence in the easement area.

The true and actual consideration paid for this transfer stated in terms of dollars is \$0.00, and other value given, which is the whole consideration.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2005.

**GRANTOR:**

**MULTNOMAH COUNTY**, a political  
subdivision of the State of Oregon

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss  
County of Multnomah        )

This instrument was acknowledged before me on \_\_\_\_\_, 2005, by Grantor herein.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

**REVIEWED:**

**AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON**

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

## EXHIBIT A-1

### Parcel 1

A 20 foot wide strip of land, lying parallel to and centered on the raised dike area and being situated wholly within the property described as "Parcel 1" of that certain deed recorded August 18, 1952, in Book 1553, Page 90, of the Multnomah County Deed Records. Said 20 foot wide strip is more particularly described as being 10 feet in width on both sides of the following described centerline of the aforementioned dike, which is more particularly described as follows:

Beginning at the point of intersection of the centerline of the existing dike and the southern boundary of said "Parcel 1", said point being approximately 60 feet southwesterly when measured at right angles to the westerly right of way line of N.W. Gillihan Road; thence northwesterly along the centerline of said existing dike, a distance of 80 feet more or less to the point of intersection of said existing dike centerline and the northern boundary of said "Parcel 1". The sidelines of this 20 foot wide strip are to be extended or shorted as necessary to intersect with the southern and northern boundaries of said Parcel 1.

### Parcel 2

A 20 foot wide strip of land being situated within that tract of land conveyed to Esco Corporation on July 7, 1995 in Document No. 95-79726, said 20 foot wide strip lies parallel to and centered on the raised dike area and is more particularly described as being 10 feet in width on both sides of the following described centerline of the aforementioned dike, which is more particularly described as follows:

Beginning at the point of intersection of the centerline of the existing dike and the southern boundary of "Parcel 1" of that tract of land conveyed to Multnomah County on August 18, 1952 in Book 1553, Page 90, Multnomah County Deed Records, said point being approximately 60 feet southwesterly when measured at right angles to the westerly right of way line of N.W. Gillihan Road; thence southeasterly along the centerline of said existing dike, a distance of 75 feet. The sidelines of this 20 foot wide strip are to be extended or shorted as necessary to intersect with the southern boundary of said "Parcel 1".

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert A. Hovden*

OREGON  
JULY 16, 1971  
ROBERT A. HOVDEN  
954

RENEWS 7/01/2007





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## EASEMENT

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The Easement is granted pursuant to the following terms and conditions:

1. The sole purpose of the Easement is to provide GRANTEE an access route over and across GRANTOR'S property at reasonable times to GRANTEE'S immediately adjacent properties to the north and the south of this Easement.
2. **Notwithstanding Paragraphs 3-9 of this Easement, during the construction phase of the new Sauvie Island Bridge, which shall be from December 15, 2005 through December 15, 2009, that any right of access to the easement area by GRANTEE, its employees, invitees, agents, contractors, and subcontractors must first be expressly approved in writing by Grantor. The requirement of Grantor's written approval for Grantee's access shall cease upon completion of construction, except as otherwise provided herein.**
3. GRANTEE shall obtain prior written approval from GRANTOR prior to permitting persons other than Grantee, its employees, invitees, agents or contractors to use the easement.
4. GRANTOR and/or its authorized representative(s) reserve the right to enter into and upon the easement area at any time.
5. Except as expressly authorized in writing by GRANTOR, GRANTEE its employees, invitees, agents, contractors, and subcontractors shall not:
  - a. Cut, destroy or remove, or permit to be cut, destroyed or removed any vegetation, except minor maintenance including vegetation trimming shall be allowed;
  - b. Remove any sand and gravel, or other mineral resources for commercial use or sale that occur in the easement area except as expressly authorized in writing by GRANTOR;
  - c. Interfere with or disrupt in any way GRANTOR'S use of the easement area and the abutting property for right-of-way or other lawful purposes.
6. GRANTEE shall conduct all its operations within the easement area in a manner that causes no harm to fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests.
7. GRANTOR reserves the right to revoke this easement for noncompliance by GRANTEE with the conditions of this easement,

8. GRANTEE shall pay to GRANTOR the actual value, as reasonably determined by GRANTOR, for any unreasonable damage to GRANTOR-owned lands caused by GRANTEE'S activities in and around the easement area.

9. GRANTEE shall defend, hold harmless, and indemnify GRANTOR, its employees, agents and contractors, for, from, and against any and all claims, liabilities, losses, costs, and expenses, including but not limited to attorney fees, arising from GRANTEE or its agents, employees or contractors negligence in the easement area.

The true and actual consideration paid for this transfer stated in terms of dollars is \$0.00, and other value given, which is the whole consideration.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**GRANTOR:**

**MULTNOMAH COUNTY**, a political  
subdivision of the State of Oregon

By: \_\_\_\_\_

Name: DIANE M. LINN

Title: MULTNOMAH County Chair

STATE OF OREGON           )  
  ) ss  
County of Multnomah       )

This instrument was acknowledged before me on \_\_\_\_\_, 2005, by Grantor herein.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

## EXHIBIT A-1

### Parcel 1

A 20 foot wide strip of land, lying parallel to and centered on the raised dike area and being situated wholly within the property described as "Parcel 1" of that certain deed recorded August 18, 1952, in Book 1553, Page 90, of the Multnomah County Deed Records. Said 20 foot wide strip is more particularly described as being 10 feet in width on both sides of the following described centerline of the aforementioned dike, which is more particularly described as follows:

Beginning at the point of intersection of the centerline of the existing dike and the southern boundary of said "Parcel 1", said point being approximately 60 feet southwesterly when measured at right angles to the westerly right of way line of N.W. Gillihan Road; thence northwesterly along the centerline of said existing dike, a distance of 80 feet more or less to the point of intersection of said existing dike centerline and the northern boundary of said "Parcel 1". The sidelines of this 20 foot wide strip are to be extended or shorted as necessary to intersect with the southern and northern boundaries of said Parcel 1.

### Parcel 2

A 20 foot wide strip of land being situated within that tract of land conveyed to Esco Corporation on July 7, 1995 in Document No. 95-79726, said 20 foot wide strip lies parallel to and centered on the raised dike area and is more particularly described as being 10 feet in width on both sides of the following described centerline of the aforementioned dike, which is more particularly described as follows:

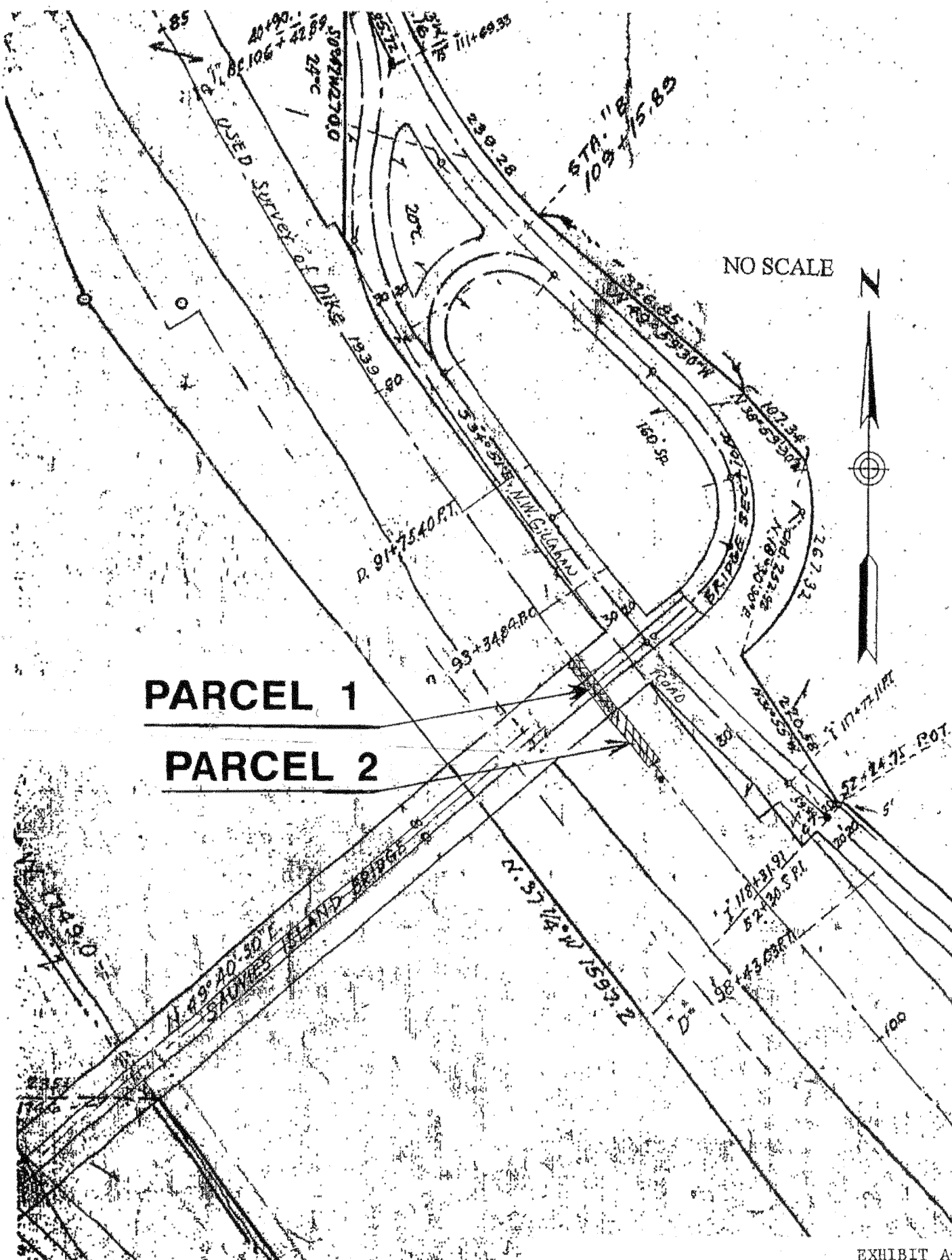
Beginning at the point of intersection of the centerline of the existing dike and the southern boundary of "Parcel 1" of that tract of land conveyed to Multnomah County on August 18, 1952 in Book 1553, Page 90, Multnomah County Deed Records, said point being approximately 60 feet southwesterly when measured at right angles to the westerly right of way line of N.W. Gillihan Road; thence southeasterly along the centerline of said existing dike, a distance of 75 feet. The sidelines of this 20 foot wide strip are to be extended or shorted as necessary to intersect with the southern boundary of said "Parcel 1".

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Robert A. Hovden*

OREGON  
JULY 16, 1971  
ROBERT A. HOVDEN  
954

RENEWS 7/01/2007



PARCEL 1

PARCEL 2

NO SCALE



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-210**

Authorizing Grant of an Access Easement Under the New Sauvie Island Bridge to ESCO Corporation

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County has reached a proposed settlement with ESCO Corporation (ESCO) to acquire certain property interests necessary for the Sauvie Island Bridge Project as authorized by previous County Board Resolution Nos. 05-040 and 05-047 and as more particularly described in Exhibit B to those Resolutions.
- b. One condition of the proposed settlement is for ESCO to obtain a continuous twenty foot wide access easement across the County owned land underneath the existing bridge and the property to be acquired from ESCO for the new bridge.
- c. The County Engineer has reviewed the proposed easement grant to ESCO, as more particularly described in the attached Exhibit A and finds that the easement grant on the terms and conditions stated:
  - would not interfere with the County's control, operation and maintenance of the proposed new bridge;
  - serves the public's interest in facilitating the construction of the new bridge; and
  - is appropriate additional consideration for the property interests to be acquired from ESCO.
- d. The grant of the easement will be in the public's best interest and have little effect upon the use or value of the land upon which it will be located.

**The Multnomah County Board of Commissioners Resolves:**

1. Upon ESCO's conveyance to the County of the property interests more particularly described in Exhibit B to Resolutions Nos. 05-040 and 05-047 as provided for in the stipulated settlement agreement between the parties, the

County approves the grant of an access easement to ESCO substantially in the form of Exhibit A to this Resolution.

2. Provided all terms and conditions are met as set forth herein, the County Chair is authorized to execute the Easement on behalf of Multnomah County.

ADOPTED this 15th day of December, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

After recording, return to:  
Patrick Hinds/Transportation Division Bldg. #455  
N.E. 181st Avenue  
Until a change is requested, all  
tax statements shall be sent to:  
Multnomah County Transportation Division  
1600 S.E. 190th Avenue  
Portland, Oregon 97233

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## **EASEMENT**

Multnomah County, a political subdivision of the State of Oregon, ("GRANTOR"), grants to ESCO Corporation, an Oregon corporation ("GRANTEE"), a non-exclusive access easement over and across that certain real property as more particularly described in the attached **Exhibit A-1**, as Parcel 1 and Parcel 2.

The Easement is granted pursuant to the following terms and conditions:

1. The sole purpose of the Easement is to provide GRANTEE an access route over and across GRANTOR'S property at reasonable times to GRANTEE'S immediately adjacent properties to the north and the south of this Easement.
2. **Notwithstanding Paragraphs 3-9 of this Easement, during the construction phase of the new Sauvie Island Bridge, which shall be from December 15, 2005 through December 15, 2009, that any right of access to the easement area by GRANTEE, its employees, invitees, agents, contractors, and subcontractors must first be expressly approved in writing by Grantor. The requirement of Grantor's written approval for Grantee's access shall cease upon completion of construction, except as otherwise provided herein.**
3. GRANTEE shall obtain prior written approval from GRANTOR prior to permitting persons other than Grantee, its employees, invitees, agents or contractors to use the easement.
4. GRANTOR and/or its authorized representative(s) reserve the right to enter into and upon the easement area at any time.
5. Except as expressly authorized in writing by GRANTOR, GRANTEE its employees, invitees, agents, contractors, and subcontractors shall not:
  - a. Cut, destroy or remove, or permit to be cut, destroyed or removed any vegetation, except minor maintenance including vegetation trimming shall be allowed;
  - b. Remove any sand and gravel, or other mineral resources for commercial use or sale that occur in the easement area except as expressly authorized in writing by GRANTOR;
  - c. Interfere with or disrupt in any way GRANTOR'S use of the easement area and the abutting property for right-of-way or other lawful purposes.
6. GRANTEE shall conduct all its operations within the easement area in a manner that causes no harm to fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests.
7. GRANTOR reserves the right to revoke this easement for noncompliance by GRANTEE with the conditions of this easement,

8. GRANTEE shall pay to GRANTOR the actual value, as reasonably determined by GRANTOR, for any unreasonable damage to GRANTOR-owned lands caused by GRANTEE'S activities in and around the easement area.

9. GRANTEE shall defend, hold harmless, and indemnify GRANTOR, its employees, agents and contractors, for, from, and against any and all claims, liabilities, losses, costs, and expenses, including but not limited to attorney fees, arising from GRANTEE or its agents, employees or contractors negligence in the easement area.

The true and actual consideration paid for this transfer stated in terms of dollars is \$0.00, and other value given, which is the whole consideration.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2005.

**GRANTOR:**

**MULTNOMAH COUNTY**, a political  
subdivision of the State of Oregon

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON       )  
                                  ) ss  
County of Multnomah    )

This instrument was acknowledged before me on \_\_\_\_\_, 2005, by Grantor herein.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

**REVIEWED:**

**AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON**

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney



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DATED this 15th day of December, 2005.

**GRANTOR:**

**MULTNOMAH COUNTY**, a political  
subdivision of the State of Oregon

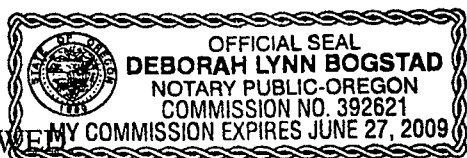
By: \_\_\_\_\_

Name: Diane M. Linn

Title: Multnomah County Chair

STATE OF OREGON           )  
  ) ss  
County of Multnomah       )

This instrument was acknowledged before me on December 15, 2005, by Grantor Diane M. Linn herein.



REVIEWED

Deborah Lynn Bogstad  
Notary Public for Oregon  
My commission expires: June 27, 2009

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_

Matthew O. Ryan, Assistant County Attorney

## EXHIBIT A-1

### Parcel 1

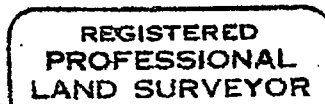
A 20 foot wide strip of land, lying parallel to and centered on the raised dike area and being situated wholly within the property described as "Parcel 1" of that certain deed recorded August 18, 1952, in Book 1553, Page 90, of the Multnomah County Deed Records. Said 20 foot wide strip is more particularly described as being 10 feet in width on both sides of the following described centerline of the aforementioned dike, which is more particularly described as follows:

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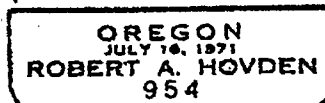
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*Robert A. Hovden*



RENEWS 7/01/2007





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-18  
Est. Start Time: 11:02 AM  
Date Submitted: 12/06/05

**BUDGET MODIFICATION:** -

**Agenda Title:** PUBLIC HEARING and RESOLUTION Approving the 2005-2007 Regional Investment Strategy of the Multnomah-Washington Regional Investment Board

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

Date Requested: 12/15/05 Time Requested: 10 Minutes  
Department: Non-Departmental Division: Chair's Office  
Contact(s): Rob Fussell, Chief of Staff, Chair's Office  
Phone: 503/988-3308 Ext. 83308 I/O Address: 503/600  
Presenter(s): Roy Jay, Regional Investment Board Chair, Mary McArthur and Rob Fussell

### General Information

**1. What action are you requesting from the Board?**

Public Hearing to receive comment on the Multnomah-Washington Counties Regional Investment Board (RIB) 2005 – 2007 Regional Strategy, and to adopt the Strategy following the public hearing.

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

The Strategy charts the means by which the Regional Investment Board will invest the \$720,000 in State funds available to the region for the program this biennium. Based upon public input received at this hearing and the one being conducted in Washington County, the Strategy will then be adopted by each County Commission and subsequently forwarded to the Oregon Economic and Community Development Commission for approval.

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

Multnomah County serves as fiscal and legal agent for the Regional Investment Board, and is reimbursed their administrative costs.

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

No legal and/or policy issues involved.

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

Washington County is undergoing a similar public process to adopt the Strategy on Dec 20<sup>th</sup>.

---

**Required Signatures**

---

**Department/  
Agency Director:**



**Date:** 12/6/2005

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



## **Multnomah/Washington Counties Regional Investment Board**

## **2005 – 2007 Regional Strategy Overview**

After a late start, the Multnomah-Washington Counties 2003 – 2005 Regional and Rural Investment programs are proving to be very successful. The Strategy has focused on two critical areas of economic development to the two-county region:

1. **Business Development and Expansion** – Through a contract with the Regional Partners, the group working to establish an Economic Development District for the greater Portland metropolitan area, the Regional Investment Board has funded 8 business expansion projects and 1 project recruitment (Yahoo). As a result of this investment, 237 jobs are being created or retained and \$5 million in private investment leveraged.
2. **Micro-Enterprise Loan Program** – Recognizing that financing for female, minority and emerging small businesses is often difficult, the Multnomah-Washington Counties RIB has targeted approximately 50% of the available funds to two micro-enterprise loan providers – Mercy Corps NW and the Oregon Association of Minority Entrepreneurs or OAME. While getting financing to these businesses is a priority, equally important to the RIB is that these businesses are successful long term. Thus both contractors were selected because of their commitment to provide ongoing business training and individualized loan support to ensure loan recipients grow their businesses successfully.

The Multnomah-Washington Counties 2005 – 2007 Regional Strategy essentially maintains the course established this past biennium. Regional and Rural Investment funds will be split between the two programs – Business Development and Expansion and Micro-Enterprise Loan Program. The RIB will be contracting with the Regional Partners again for their development and review of business development applications. This way, Regional and Rural Investment funds become one of the financing tools available to the Partners in their business development efforts. This strategy also ties in with the greater Portland Metropolitan Comprehensive Economic Development Strategy.

Depending on the performance of the current Micro-Enterprise Loan Program activities, the RIB will decide whether to continue with the same two contractors, or potentially begin to work with other entities involved with micro-enterprise business development. The 2005 – 2007 Regional Strategy calls for all micro-enterprise loan activities to be coordinated and work together. However, it will also be important to stay flexible to the specialized needs of small business financing and technical assistance.

The 2005 – 2007 Regional Strategy calls for achieving a minimum of 1 job for every \$3,000 – \$5,000 in funding. Currently, the region is creating or retaining jobs at a ratio of 1 job for every \$2300 in funding. The RIB is also committed to leveraging the highest amount of private investment possible. Currently, \$7.71 is being leveraged for every \$1 of Regional or Rural Investment funds.

This Regional Strategy has been preliminarily approved by the Oregon Economic and Community Development Commission, pending final job and leverage numbers and approval by the Multnomah and Washington County Boards of Commissioners. Multnomah County will continue to serve as legal and fiscal agent.

**NOTICE**  
**PUBLIC HEARING**  
**FOR**  
**WASHINGTON COUNTY BOARD OF COMMISSIONERS**

**TUESDAY**  
**DECEMBER 20, 2005**

**10:00 A.M.**

**HUFFMAN AUDITORIUM**  
**155 N. FIRST AVENUE**  
**HILLSBORO, OREGON**

**The Washington County Board of Commissioners' will conduct a public hearing on the 2005-07 Multnomah-Washington Regional Investment Strategy as part of its regular agenda on December 20, 2005.**

**The Strategy charts the means by which the Regional Investment Board will invest the \$720,000 in State funds available to the region for the program this biennium. Based upon public input received at this hearing and the one being conducted in Multnomah County, revisions to the Strategy will be considered by the Regional Investment Board. The Strategy will then be resubmitted to each County Commission for adoption and subsequently forwarded to the Oregon Economic and Community Development Commission for adoption.**

**The above meeting notice is in accordance with Washington County Charter, Section 33(d).**



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Public Hearing and Approval of the 2005-2007 Regional Investment Strategy of the  
Multnomah-Washington Regional Investment Board

**The Multnomah County Board of Commissioners Finds:**

- a. The 2005-2007 Multnomah-Washington Regional Investment Strategy charts the means by which the Regional Investment Board will implement the Regional and Rural Investment Programs for the 2005-2007 biennium, in compliance with the economic development criteria established by State Legislature for the Programs. The Strategy describes regional economic development priorities, identifies related investment goals, and lays out performance measures by which investments will be evaluated.
- b. The County, including distressed communities within the County, will benefit from the job creation and leveraging of Regional and Rural Investment funds that will occur as a result of the implementation of the Strategy.
- c. Oregon Revised Statutes 285B.242 requires a public hearing in each county followed by a vote by the governing body of each county to recommend the Regional Investment Strategy to the Governor.

**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the 2005-2007 Multnomah-Washington Regional Investment Strategy.

ADOPTED this 15th day of December, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-211**

Approval of the 2005-2007 Regional Investment Strategy of the Multnomah-Washington Regional Investment Board

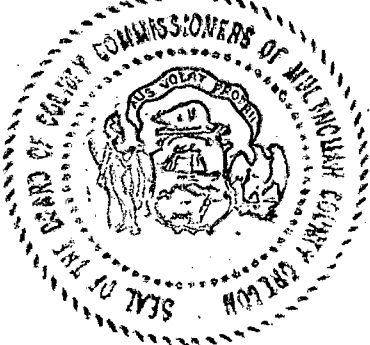
**The Multnomah County Board of Commissioners Finds:**

- a. The 2005-2007 Multnomah-Washington Regional Investment Strategy charts the means by which the Regional Investment Board will implement the Regional and Rural Investment Programs for the 2005-2007 biennium, in compliance with the economic development criteria established by State Legislature for the Programs. The Strategy describes regional economic development priorities, identifies related investment goals, and lays out performance measures by which investments will be evaluated.
- b. The County, including distressed communities within the County, will benefit from the job creation and leveraging of Regional and Rural Investment funds that will occur as a result of the implementation of the Strategy.
- c. Oregon Revised Statutes 285B.242 requires a public hearing in each county followed by a vote by the governing body of each county to recommend the Regional Investment Strategy to the Governor.

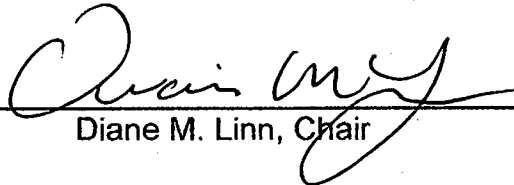
**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the 2005-2007 Multnomah-Washington Regional Investment Strategy.

ADOPTED this 15th day of December, 2005.

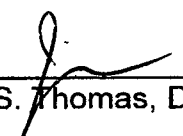


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John S. Thomas, Deputy County Attorney

**Multnomah-Washington 2005 – 2007 Regional Strategy**  
Preliminarily Approved 8/30/05

<b>Executive Summary</b> <ul style="list-style-type: none"><li>• Introduction</li><li>• Summary</li></ul>	<p>The Multnomah-Washington Regional Investment Board (RIB) is charged with implementing the Regional and Rural Investment Program in accordance with ORS 285B.230 to ORS 285B.263 and ORS 285B.269, and OAR 123-044-0000 to 123-044-0090 and OAR 123-045-000 to 123-045-0060. This strategy is in satisfaction of these statutory and regulatory requirements.</p> <p>The 2005-07 Regional Investment Strategy charts the means by which the RIB will implement the 2005 – 2007 program. This strategy draws upon the previously adopted 2003 – 2005 Multnomah and Washington County Regional Strategy approved in October, 2004. It is intended to serve as an update of the region's economic development priorities, and to provide goals and performance measures guiding investment of the Multnomah-Washington Regional and Rural Investment funds.</p> <p>Multnomah and Washington counties have a number of established industry clusters as well as emerging clusters supported through this Regional Strategy, thus increasing the economic vitality and competitiveness of the region. Established industry clusters include: high tech (semiconductors/silicon, imaging display technology); metals, machinery, and transportation equipment; nursery products; specialty foods and food processing/craft beverages; and lumber and wood products. Emerging clusters include sports apparel/ recreation-related products; high tech (nano and micro technology, cyber-security, health/medical information technology); and creative services (advertising, public relations, film and video, web content and design). These clusters will be supported through projects identified by the Regional Economic Development Partners in their ongoing efforts at business expansion and retention.</p> <p>In addition, this Regional Strategy supports the emergence of small businesses and microenterprise in the region, and provides economic opportunity to a wide range of populations and distressed communities, including the rural portions of Multnomah and Washington counties. Recognizing that the two counties are becoming increasingly diverse in social and economic terms, the Multnomah-Washington Regional Strategy seeks to address the needs and issues of disadvantaged and minority groups. The region's economic strength depends both on the success of its cluster industries and small local businesses, and on providing opportunities for economic success to all sectors of society. Minority-owned, woman-owned, and emerging small businesses will be supported by funding a microenterprise/small business loan program.</p>
<b>Background Narrative</b>	<p>The Multnomah-Washington county region possesses many desirable attributes including: substantial economic and human capital within, or in close proximity to, the two-counties; an excellent quality of life as reflected in both the natural and built environments; and a growing</p>

	<p>diversity of ethnicities and cultures in the population. However, barriers to business success also exist, including complex political and regulatory environments; ongoing statewide funding shortages for K-12 through higher education; inadequate access to capital for small business; and challenges matching the skill sets of the existing labor force to employers' skill requirements.</p> <p>The Multnomah-Washington Regional Investment Board includes six members representing diverse sectors and geographic areas. They are:</p> <ul style="list-style-type: none"> <li>• Andy Duyck, Washington County Commissioner</li> <li>• Bertha Ferrán, Mortgage Consultant and Secretary, Hispanic Chamber of Commerce</li> <li>• Roy Jay, Chair, President, President of Oregon Business Network and African American Chamber of Commerce</li> <li>• Carol Nielsen-Hood, Executive Director, Gresham Area Chamber of Commerce</li> <li>• Larry Pederson, Economic Development Director, City of Hillsboro</li> <li>• Janet Young, Economic Development Manager, City of Beaverton</li> </ul>
<b>Resource Analysis</b>	<p><b>Resource Inventory</b></p> <ul style="list-style-type: none"> <li>▪ Substantial economic and human capital within, or in close proximity to, the two-county region</li> <li>▪ Excellent quality of life, as reflected in both the natural and built environments</li> <li>▪ Growing regional diversity – language, race, ethnicity</li> <li>▪ Established regional industry clusters: <ul style="list-style-type: none"> <li>✓ High tech (semiconductors/silicon, imaging display technology)</li> <li>✓ Metals, machinery, transportation equipment</li> <li>✓ Nursery products</li> <li>✓ Specialty foods and food processing/craft beverages</li> <li>✓ Lumber and wood products</li> </ul> </li> <li>▪ Emerging regional industry clusters: <ul style="list-style-type: none"> <li>✓ Sports apparel/recreation-related products</li> <li>✓ High tech (nano and micro technology, cyber-security, health/medical information technology)</li> <li>✓ Creative services (advertising, public relations, film &amp; video, web content and design)</li> </ul> </li> <li>▪ Close proximity to post-secondary educational institutions: Portland State University, Oregon Health and Science University, Mt. Hood Community College, Portland Community College, Lewis and Clark College, Reed College, University of Portland, Pacific University</li> <li>▪ Emerging model of regional collaboration and strategic thinking through the Regional Economic Development Partners</li> </ul>

<p><b>Needs Examination Barriers</b></p>	<p><b>Development Needs /Barriers to Implementation</b></p> <ul style="list-style-type: none"> <li>▪ Continuing unemployment rate higher than the national average</li> <li>▪ Structural changes to the economic base, including lower rates of high tech and manufacturing capitalization</li> <li>▪ Inadequate access to capital for small business</li> <li>▪ Complex political and regulatory environments</li> <li>▪ Multiple jurisdictions within the region</li> <li>▪ Shortage of flexible economic development “opportunity funds” at the local level</li> </ul> <p>Ongoing need to expand transportation and infrastructure capacity</p> <ul style="list-style-type: none"> <li>▪ Growing regional diversity – language, race, ethnicity</li> <li>▪ Disparate educational attainment levels among demographic groups</li> <li>▪ Challenges to ensure skill set of existing labor force matches employers’ skill requirements</li> <li>▪ Ongoing statewide challenges with funding for K-12 through higher education can be a barrier to business recruitment, retention and expansion</li> <li>▪ Tight supply of readily developable industrial land</li> </ul>
<p><b>Long-Term Plan</b></p>	<p>Successful implementation of this strategy over the long term will rely primarily upon coordination and, where possible, integration of efforts to advance the several existing economic development plans for the state (Oregon Business Plan) and region (report of the Metropolitan Economic Policy Task Force, Westside Economic Strategy). It will also rely on sustained collaboration by numerous stakeholders, including business associations and individual firms, and local, regional and state government agencies.</p> <p>Specific activities will include:</p> <ul style="list-style-type: none"> <li>▪ <u>Local governments</u> – Several cities throughout the region have existing plans, strategies and activities centered on job creation and economic development. In addition, nearly every city in the region provides small business support. Continued local efforts in these areas will help advance the Regional Strategy.</li> <li>▪ <u>Private Sector</u> – Business associations and individual firms will primarily contribute to the Regional Strategy’s implementation in two ways. First, through continued participation by associations and large firms in the Regional Economic Development Partners, and second, through the participation of small businesses in the Strategy’s Micro Enterprise loan program. Notably, businesses can best support the Regional Strategy by making available the resources needed to meet the strategy’s match and leverage goals. Private sector support for the Regional Strategy will also include leadership and oversight through membership on the RIB.</li> <li>▪ <u>State government</u> – Continued coordination, communication and collaboration around both regional and small business strategies</li> </ul>

	<p>between state agencies and local partners will be another key to the success of this Regional Strategy. This collaboration currently exists through the leadership of the Oregon Economic and Community Development Department and through the activities of the Governor's Economic Revitalization Team.</p> <p><u>Federal Government</u> – The federal government will contribute to the Regional Strategy's implementation by providing assistance to the Regional Economic Development Partners for establishment of a Comprehensive Economic Development Strategy (CEDS). The CEDS will enhance economic development efforts by making the region eligible for federal assistance with infrastructure development.</p>
<b>Identified Priorities</b>	<p><b>Long-Term Goals</b> The Multnomah-Washington Regional Investment Board will continue to focus on the two long-term goals identified as priorities in the 2003-05 Regional Strategy:</p> <p><b>Goal #1 – Regional Economic Competitiveness</b></p> <ul style="list-style-type: none"> <li>▪ Increase the comparative advantage of the region's key industry clusters (High Tech; Creative Services; Nursery Products; Metals/Machinery/Transportation Equipment; Lumber and Wood Products; Specialty Foods/Craft Beverages)</li> <li>▪ Help develop emerging clusters</li> <li>▪ Assist with making this region a location of choice for firms in existing and emerging industry clusters</li> </ul> <p><b>Goal # 2 – Community Economic Development</b></p> <ul style="list-style-type: none"> <li>▪ Increase the wealth and well-being of distressed and lagging communities and populations and their individual households and businesses</li> </ul>
<b>Investment Strategy Rural Investment Action Plan</b>	<p><b>Investment Strategy</b> To leverage existing resources and capacity , the RIB will target resources to two programs/partners:</p> <p><b>A. Regional Investment Projects</b></p> <p><b>Goal #1</b> will be addressed by funding activities of the <u>Regional Economic Development Partners</u>. The Regional Economic Development Partners (or "Regional Partners") is a collaborative organization comprised of about 25 cities, counties, business associations and firms in the five-county Portland metropolitan area. The Regional Partners advance shared economic priorities by working to implement business recruitment, retention and expansion plans around the region, as well as implementing marketing strategies and policy development. Regional Partners activities focus on the region's cluster industries.</p> <p>As a regional economic development organization comprised of local,</p>

	<p>state and regional government agencies, private sector businesses and associations, the Partners' work is ideally aligned with the mission of the Regional and Rural Investment Program and presents the opportunity to leverage sizable collaborative resources and efforts for improving the regional economy.</p> <p><b>Goal #2</b> will be addressed by investing in a <u>micro-enterprise loan program</u>. The program will provide micro-enterprise loans to Minority, Women and Emerging Small Businesses (MWESB) in the region. Such businesses often have difficulty acquiring business loans through traditional lending institutions.</p> <p>The micro-enterprise loan program will complement the efforts of the Regional Partners by offering greater access to capital for small businesses that may not be part of a regional industry cluster. Through provision of funds to entities with established records operating micro-enterprise loan programs, opportunities for job creation in a traditionally underserved part of the business community will be expanded.</p> <p><b>Criteria for Use of Regional Investment Funds by Grantees</b></p> <p><u>Regional Partners</u></p> <p>The fundamental components of this project are as follows:</p> <ul style="list-style-type: none"> <li>▪ Fifty percent of the Regional and Rural Investment funds (less the administrative allowance) will be invested through the Regional Partners.</li> <li>▪ The RIB and Regional Partners will establish contractual targets for job creation, retention and funds leveraged. These targets will be based on the Regional Investment Board's performance measurement targets presented later in this document.</li> <li>▪ Grants will be provided to private firms for the purpose of job creation and retention. Preference will be given to firms in the region's identified cluster industries. These clusters are high technology; creative services; nursery products; metals, machinery and transportation equipment; specialty foods, food processing and craft beverages; and lumber and wood products. Only businesses operating in Multnomah or Washington County will receive grants from the RIB. Grants will be disbursed only after the execution of a contract specifying the business's plan for meeting job creation/retention, investment and other criteria that may apply to the project.</li> </ul> <p>The Regional Partners Executive Committee will serve as the review board for project proposals and will make recommendations to the Multnomah-Washington RIB which has final project approval. Disbursements to projects will occur only after all drawdown documentation requirements are met and approved by Multnomah County.</p>
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	<p><b><u>Micro-Enterprise Loan Program</u></b></p> <ul style="list-style-type: none"> <li>▪ Fifty percent of the Regional and Rural Investment funds (less the administrative allowance) will be invested through the micro-enterprise loan program.</li> <li>▪ Regional and Rural Investment funds allocated to the micro-enterprise loan program are to be used to stimulate job creation in minority, women and emerging small businesses (MWESB). Loans funded by the RIB may be granted only to businesses operating in Multnomah or Washington County.</li> <li>▪ The RIB will identify qualified entities and select one or more contractors to conduct outreach, provide technical assistance, package loans and/or administer the micro-enterprise loan program. Performance measurement for outreach, technical assistance, loan packaging and loan administration services to the targeted populations will all be integrated and based on the number of number of jobs created and retained, number of successful applicants, number of successful business development endeavors, and amount of additional funds leveraged.</li> </ul> <p><b><u>Rural Investment Strategy</u></b></p> <p>Rural Investment Funds will be utilized within the same structure as Regional Investment Funds, targeted to areas in the two-county region which are located outside of the Metro Urban Growth Boundary, including incorporated cities located in those rural areas. In utilizing the Rural Investment funds, the Regional Investment Board will address the same goals (Regional Economic Competitiveness and Community Economic Development) set forth for the Regional Investment funds.</p>
<b>Disadvantaged/Minority Involvement</b>	<p>The Multnomah-Washington Regional Investment Board recognizes that the two counties are becoming increasingly diverse in social and economic terms. It also recognizes that the counties continue to be home to communities lagging behind the region as a whole in economic terms. Within the constraints of program regulations and available funds, the Multnomah-Washington Regional Investment program will seek to address the needs and issues of disadvantaged and minority groups.</p> <ul style="list-style-type: none"> <li>▪ Key leaders from the local minority private enterprise community will have leadership and oversight roles as members of the RIB.</li> <li>▪ Traded sector firms receiving Regional and Rural Investment funds will be required to ensure opportunities for disadvantaged and minority workers, contractors and suppliers.</li> <li>▪ The plan's micro-enterprise loan program will make business loans available to emerging women and minority-owned small businesses that may otherwise have difficulty in securing funding.</li> </ul>
<b>Specially Proscribed Uses of Funds</b>	<ul style="list-style-type: none"> <li>• Tourism projects funded by the RIB will be coordinated with the Oregon Tourism Division and business recruitment projects will be coordinated with OECD's statewide marketing activities.</li> <li>• No more than 25% of the RIB's Regional Investment Fund guideline will fund fixed asset acquisition.</li> </ul>



<p><b>Evaluation Plan</b></p> <ul style="list-style-type: none"> <li>• Project long/short-term job creation/retention</li> <li>• Leverage long term</li> <li>• Maximizing short-term investments</li> </ul>	<p><b>Program Performance Measures</b></p> <p>The Regional Investment Board will focus 2005 – 07 funds on investments that result in:</p> <ul style="list-style-type: none"> <li>▪ Creation of new jobs</li> <li>▪ Retention of existing jobs that are in danger of loss</li> <li>▪ Attraction of additional capital investment into the region</li> </ul> <p>The RIB will hold grantees to the following minimum performance goals in their use of Regional and Rural Investment funds:</p> <p><u>Long-Term Job Creation/Retention and Leverage</u></p> <p>No investment in long-term job creation is anticipated since funds will be allocated to businesses for immediate expansion or development projects. However, once the region's short term job retention/creation and investment leverage goals are met, the Multnomah-Washington RIB may consider projects with longer term job creation potential.</p> <p><u>Short-Term Job Creation/Retention and Leverage</u></p> <p>Regional investments in the 2005 – 07 biennium will lead to the creation or retention of a minimum total of "X" jobs. A majority of the jobs created or retained as a result of Regional or Rural Investment funds will exceed the average wage for the county in which they are located.</p> <p>Projects funded by the RIB in the 2005 – 07 biennium will leverage a minimum of \$5 in additional non-state investment for each \$1 in program funds, for a total of "\$X" million. Leverage may be in the form of equity or in-kind match, but will be easily quantifiable and well documented.</p>
<p><b>Management Plan</b></p>	<p><b>Management Plan</b></p> <p>Multnomah and Washington Counties have each appointed three members to the Regional Investment Board (RIB). The responsibilities and authority of the Multnomah-Washington RIB will be consistent with those set forth in applicable statute.</p> <p>Multnomah County has been designated fiscal agent and will continue to manage the program funds. Administrative management for the program will be performed either by a qualified third party or by staff from the two counties. Through this arrangement, Multnomah County and the administrative staff will record and document the expenditures of funds allocated by the Regional Investment Board and track the progress of projects.</p> <p>Reporting requirements will be met by either county staff to the RIB or by a qualified third party. This includes periodic submission of performance reports, in the form prescribed, to the Economic and Community Development Department, to the Multnomah and Washington County Commissions, the Oregon Economic and Community Development Commission, the Governor and the Legislative Assembly.</p>



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-19 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-19  
Est. Start Time: 11:10 AM  
Date Submitted: 12/07/05

### BUDGET MODIFICATION:

**Agenda Title:** NOTICE OF INTENT to Apply for Immediate Opportunity Funds for Widening of the Intersection of NE Sandy Boulevard and NE 223rd Avenue

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Chair Linn</u>	<b>Division:</b>	<u>Land Use &amp; Transportation</u>
<b>Contact(s):</b>	<u>Ed Abrahamson</u>		
<b>Phone:</b>	<u>(503) 988-5050</u>	<b>Ext.</b>	<u>29620</u>
<b>Presenter(s):</b>	<u>Ed Abrahamson</u>	<b>I/O Address:</b>	<u>455/2</u>

### General Information

#### 1. What action are you requesting from the Board?

The Land Use and Transportation Program is seeking Board approval to apply for \$500,000 to the Immediate Opportunity Fund (IOF) for funds for the widening of the Intersection of NE Sandy Boulevard and NE 223<sup>rd</sup> Avenue in the City of Fairview. The intersection improvements are necessary to accommodate turning movements for larger trucks that wish to locate at the Townsend Business Park, which is located north of Sandy Boulevard between 223<sup>rd</sup> Avenue and 238<sup>th</sup> Avenue.

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

The estimated total cost of the project is \$1,241,000. Multnomah County has programmed \$320,000 in development fees towards the project from the Townsend Business Park and other area developments, and it will receive an additional \$210,000 in fees from the Townsend Business Park project once certain development milestones of the Phase II Townsend Business Park development are reached. In conjunction with the City of Fairview, Multnomah County currently is applying for Immediate Opportunity Fund (IOF) funds in the amount of \$500,000. Multnomah County proposes to construct at least partial intersection improvements in 2006. However, due to the timing issues

associated with the additional \$210,000 from the Townsend Business Park and a shortfall of \$211,000 to complete all the needed improvements, phased improvements are necessary.

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

The IOF grant is a one-time grant for transportation improvements.

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

None.

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

The public has had an opportunity to comment through the public hearings of the Multnomah County CIP process, as the intersection project is contained in the CIP. Public meetings will be held in conjunction with this project and the 223<sup>rd</sup> Ave Railroad Under-crossing project.

## ATTACHMENT A

### Grant Application/Notice of Intent

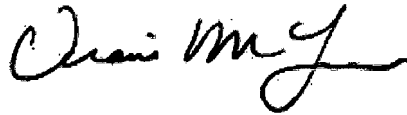
If the request is a Grant Application or Notice of Intent, please answer all of the following in detail:

- Who is the granting agency?  
The Immediate Opportunity Funds are granted by the Oregon Department of Transportation.
- Specify grant (matching, reporting and other) requirements and goals.  
The IOF will be matched by County funds secured through project development agreements. Another aspect is meeting economic development objectives. In this instance, 45 new family wage jobs will be created through a development opportunity at Townsend Business Park; the jobs are a key element and qualification for the IOF grant.
- Explain grant funding detail – is this a one time only or long term commitment?  
The IOF grant is a one time funding opportunity and will pay for transportation infrastructure costs.
- What are the estimated filing timelines?  
ODOT and the Oregon Department of Economic Development (OECDD) have submitted a prospectus to the OTC that acts as a pre-application. Once the prospectus has been approved, we will make a formal application to the OTC. A final IOF application is expected to be submitted in either December 2005 or January 2006.
- If a grant, what period does the grant cover?  
The IOF grant is a one time grant and is on an as needed basis.
- When the grant expires, what are funding plans?  
Depending upon the availability of other funds, the project will, at a minimum construct interim improvements to the intersection in 2006. Additional funds may be needed to complete the intersection and are tied to private development.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
N/A

## ATTACHMENT B

### Required Signatures

Department/  
Agency Director:



Date: 12/07/05

Budget Analyst:



Date: 12/07/05

Department HR:

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

Countywide HR:

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



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

**Meeting Date:** 12/15/05  
**Agenda Item #:** R-20  
**Est. Start Time:** 11:15 AM  
**Date Submitted:** 12/07/05

**BUDGET MODIFICATION:** -

**Agenda Title:** **RESOLUTION Acknowledging the Sunset of the Multnomah County  
Temporary Personal Income Tax on December 31, 2005 and Thanking the  
Citizens of Multnomah County for their Participation**

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>10 mins</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>Dist. 2 Commissioner Cruz</u>
<b>Contact(s):</b>	<u>Mary Carroll</u>		
<b>Phone:</b>	<u>503-988-5275</u>	<b>Ext.</b>	<u>85275</u>
<b>Presenter(s):</b>	<u>Commissioner Serena Cruz</u>		
<b>I/O Address:</b>	<u>501/600</u>		

### General Information

**1. What action are you requesting from the Board?**

No action required. This is a briefing on how the ITAX funds were spent on county programs and a statement thanking voters for approving the temporary ITAX.

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

On May 20, 2003, Multnomah County voters passes the temporary Personal Income Tax. This tax will sunset on December 31, 2005.

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

The Multnomah County FY 2006-2007 budget parameter is \$284,165,000 as approved by the Board on November 10, 2005. This is a reduction of \$31,450,000 from FY 2005-2006.

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

Multnomah County will not seek another personal income tax for county programs.

5. **Explain any citizen and/or other government participation that has or will take place.**  
The County has implemented a priority-based budgeting process to ensure that County funds are aligned with citizen priorities and Board-approved financial parameters.

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**Required Signatures**

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**Department/  
Agency Director:**

*Serena Cruz*

**Date:** 12/07/05

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Acknowledging Sunset Of The Multnomah County Temporary Personal Income Tax On December 31, 2005 And Thanking The Citizens Of Multnomah County For Their Participation

**The Multnomah County Board of Commissioners Finds:**

- a. On March 13, 2003, the Multnomah County Board of Commissioners passed Resolution 03-037 resolving, in part, to refer a Measure to the voters to impose a personal income tax.
- b. On May 20, 2003, County voters passed a temporary three-year personal income tax, Measure 26-48, to support public schools, public safety and human services.
- c. On October 16, 2003, the Board passed Resolution 03-145 adopting Administrative Rules to implement the tax.
- d. On November 2, 2004, an attempted repeal of Measure 26-48 failed at the polls.
- e. Following the Administrative Rules in Resolution 03-145, revenue collections were originally estimated at \$132m per year to be distributed as follows:

County Schools:	\$93,327,900	70.5%
County Health and Human Service Programs:	\$16,000,000	12.1%
County Public Safety Programs:	\$16,000,000	12.1%
Administration:	\$7,008,510	5.3%

- f. A revised estimate reflecting adjustments from a PERS/FERS & DOR data error projected tax revenue at \$120.7m for each of the three years of the tax.
- g. To date, actual tax collections have totaled \$110m for 2003; \$113m for 2004 and \$14.5 for 2005.
- h. Temporary income taxes for 2005 are due by April 15, 2006, which will increase the total collected for 2005.
- i. To date, the County has distributed a total of \$169m to schools, \$56.4m to County services and \$12m for audit and administrative services.

Tax year	Distribution	(in \$ millions)	
	Schools	County Services	Audit/Administration
2003	78.3	26.0	5.7
2004	80.2	27.0	5.8
2005	10.6	3.4	0.6
Total	\$169.1	\$56.4	\$12.0



- j. To prepare for the end of ITAX revenue, the County has implemented a priority-based budgeting process to ensure that County funds are aligned with citizen priorities.
- k. On November 10, 2005, the Board of County Commissioners approved the budget target of \$284,165,000 for FY 2006-2007.
- l. The Temporary Personal Income Tax has fulfilled the goal of providing support to public schools, senior services, public safety and healthcare as described in Measure 26-48
- m. The Temporary Personal Income Tax will sunset on December 31, 2005 and the deadline for filing this tax is April 17, 2006.

**The Multnomah County Board of Commissioners Resolves:**

- 1. Multnomah County will not seek another temporary personal income tax for county services.
- 2. The Board of County Commissioners thanks the citizens of Multnomah County for their support.

ADOPTED this 15<sup>th</sup> day of December 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON


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Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
Agnes Sowle, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 05-212**

Acknowledging Sunset of the Multnomah County Temporary Personal Income Tax on December 31, 2005 and Thanking the Citizens of Multnomah County for Their Participation

**The Multnomah County Board of Commissioners Finds:**

- a. On March 13, 2003, the Multnomah County Board of Commissioners passed Resolution 03-037 resolving, in part, to refer a Measure to the voters to impose a personal income tax.
- b. On May 20, 2003, County voters passed a temporary three-year personal income tax, Measure 26-48, to support public schools, public safety and human services.
- c. On October 16, 2003, the Board passed Resolution 03-145 adopting Administrative Rules to implement the tax.
- d. On November 2, 2004, an attempted repeal of Measure 26-48 failed at the polls.
- e. Following the Administrative Rules in Resolution 03-145, revenue collections were originally estimated at \$132m per year to be distributed as follows:

County Schools:	\$93,327,900	70.5%
County Health and Human Service Programs:	\$16,000,000	12.1%
County Public Safety Programs:	\$16,000,000	12.1%
Administration:	\$7,008,510	5.3%

- f. A revised estimate reflecting adjustments from a PERS/FERS & DOR data error projected tax revenue at \$120.7m for each of the three years of the tax.
- g. To date, actual tax collections have totaled \$110m for 2003; \$113m for 2004 and \$14.5 for 2005.
- h. Temporary income taxes for 2005 are due by April 15, 2006, which will increase the total collected for 2005.
- i. To date, the County has distributed a total of \$169m to schools, \$56.4m to County services and \$12m for audit and administrative services.

Tax year	Distribution (in \$ millions)		
	Schools	County Services	Audit/Administration
2003	78.3	26.0	5.7
2004	80.2	27.0	5.8
2005	10.6	3.4	0.6
Total	\$169.1	\$56.4	\$12.0

- j. To prepare for the end of ITAX revenue, the County has implemented a priority-based budgeting process to ensure that County funds are aligned with citizen priorities.
- k. On November 10, 2005, the Board of County Commissioners approved the budget target of \$284,165,000 for FY 2006-2007.
- l. The Temporary Personal Income Tax has fulfilled the goal of providing support to public schools, senior services, public safety and healthcare as described in Measure 26-48
- m. The Temporary Personal Income Tax will sunset on December 31, 2005 and the deadline for filing this tax is April 17, 2006.

**The Multnomah County Board of Commissioners Resolves:**

- 1. Multnomah County will not seek another temporary personal income tax for county services.
- 2. The Board of County Commissioners thanks the citizens of Multnomah County for their support.

ADOPTED this 15th day of December 2005.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John S. Thomas, Deputy County Attorney



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-21  
Est. Start Time: 11:25 AM  
Date Submitted: 12/07/05

BUDGET MODIFICATION: -

**Agenda Title: Intergovernmental Agreement Made and Entered into Pursuant to ORS 190.010, Effective December 31, 2005, between Multnomah County and the City of Gresham Transferring Remaining County Roads within the Corporate Limits of Gresham to Gresham**

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

<b>Date Requested:</b>	December 15, 2005	<b>Time Requested:</b>	10 minutes
<b>Department:</b>	Non-Departmental	<b>Division:</b>	District 1 – Comm. Rojo
<b>Contact(s):</b>	Shelli Romero		
<b>Phone:</b>	503 988-4435	<b>Ext.</b>	84435
<b>I/O Address:</b>	503/600		
<b>Presenter(s):</b>	Commissioner Maria Rojo de Steffey		

### General Information

**1. What action are you requesting from the Board?**

Approve Intergovernmental Agreement made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County and the City of Gresham transferring remaining County roads within the corporate limits of Gresham to Gresham.

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

In 1995 Multnomah County (County) and the City of Gresham (City) entered into an intergovernmental agreement entitled: *Multnomah County and the City of Gresham for Transfer of Roads*, dated February 1995 (IGA) regarding the transfer of jurisdiction of certain county roads from the County to the City and the ongoing mutual relationship thereafter.

In the summer of 2003, Multnomah County Commissioner Maria Rojo de Steffey commissioned a 3-phased approach to complete a transportation study to examine the options for transportation service delivery and jurisdiction of County roads. The study included an issues analysis, financial impact study and the negotiation of the transfer of roads within the city of Gresham to that jurisdiction.

A consultant was hired to evaluate how road services had been provided and explored various options for how transportation services might be delivered in East County in the future. Information was solicited with input from the Cities of Gresham, Wood Village, Troutdale, Fairview and Multnomah County. A (Phase I) report with a number of recommendations was presented to the Board of County Commissioners.

In August of 2004, Commissioner Rojo de Steffey introduced Resolution No. 04-113 to proceed with the Phase II of the Transportation Study to determine the financial impacts on all jurisdictions based on the Phase 1 recommendations.

Multnomah County Board Resolution No. 04-113 authorized Commissioner Rojo de Steffey to oversee a financial feasibility study to address the impacts to the County and local municipalities if the various proposed road transfers were implemented. The Board of County Commissioners approved Resolution No. 04-113.

The County prepared a Financial Feasibility Study Addressing the Impact of Jurisdictional Transfers of Multnomah County Roads to the Cities of Fairview, Gresham, Troutdale and Wood Village.

The Financial Feasibility Study included an analysis of the fiscal impact upon Multnomah County and the three other East County cities (Troutdale, Wood Village and Fairview) served by the county if the road within the City limits of Gresham were transferred from the County to the City of Gresham.

While the fiscal impact was determined to be minimal, there was an assumption that the County would be transferring the roads to Gresham under a **renegotiated** agreement.

In April of 2005, Commissioner Rojo de Steffey introduced Resolution No. 05-057. This resolution authorized Commissioner Rojo de Steffey to negotiate on behalf of Multnomah County with the City of Gresham on Agreement for the Transfer of Jurisdiction of all County Roads within the City limits of Gresham to the City.

Resolution 05-057 states that it is in the best interest of Multnomah County and the City of Gresham to transfer jurisdiction over county roads within the City of Gresham to the City by January 2006. The resolution states that the County will join the City to form a negotiation team chaired by Commissioner Rojo de Steffey and a City of Gresham official to negotiate an intergovernmental agreement addressing all road transfer related issues including but not limited to Maintenance levels, Storm water management, Water Quality, Signal operation, Employee transfers.

Resolution 05-057 further states that upon successful completion of the negotiations process

and the execution of a new Intergovernmental agreement between the City of Gresham and Multnomah County, the Board of County Commissioners will instigate the transfer of jurisdiction of all county roads within the city limits of Gresham to the City. Lastly when the new agreement is fully executed and the transfer is complete, the existing 1995 agreement will be superceded and replaced. Resolution 05-057 was approved by the Multnomah County Board of Commissioners.

Commissioner Rojo de Steffey on behalf of Multnomah County and Mayor Chuck Becker representing the City of Gresham collaboratively worked together to put together a Negotiations Team to proceed to attempt negotiations regarding the transfer of roads to Gresham through a series of meetings. Invitations were extended to representatives from the Cities of Wood Village, Fairview, Troutdale and AFSCME to attend. Several meetings of the Negotiations Team ensued toward the development of the transfer the roads and the accompanying new and renegotiated terms of agreement.

In June of 2005, the City of Gresham sought State legislation to transfer county roads and revenues from the County to the City of Gresham.

In July of 2005, state legislation, Senate bill 1096 was enacted and becomes effective January 1, 2006. The bill transfers remaining County roads within the corporate limits to the City to be within the exclusive control and jurisdiction of the City and subject to all of the burdens and servitudes of city streets.

Representing Multnomah County Dave Boyer, Director of County Management and Chief Financial Office and John Thomas, Deputy County Attorney negotiated an Intergovernmental Agreement with representatives from the City of Gresham in late 2005. Agreement on the terms of a new Intergovernmental Agreement related to the transfer of the county roads within the City of Gresham between the County and the City were reached.

In addition to this agreement, Multnomah County and the City of Gresham will enter into three additional agreements for Road Maintenance, Signal Maintenance and facility rental at the Yeon Shop.

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

**Financial**

	<u>MOU</u>	<u>Proposed IGA</u>
1995 Agreement	\$513,000	\$513,000
Storm water upgrades.	\$225,000	\$225,000
Maintenance	1,300,000	\$1,396,000*
Employees	\$500,000-\$850,000 (7-11 Employees)	\$677,332 (9 employees – excluding signal employees)

All ongoing payments are adjusted based on increases or decreases in County road fund

revenues.

## Other

- **SB 1096** Financial terms of SB1096 will not go into effect. Agreement is \$397,000 lower than the legislation and \$95,000 lower than the highest amount of the amount included in the MOU.
  - **Maintenance Contract** Gresham will contract with the county for maintenance – contract term is a minimum of 4 years. Separate maintenance Agreement
  - **Signals** Gresham will be responsible for signal maintenance – County will contract with Gresham to maintain county and east county cities' signals and street lights. County will transfer signal trucks and tools and signal inventory – and receive a credit for \$40,000. The county is transferring 3 signal employees to Gresham. The cost of those employees is included in the Maintenance Cost. Separate signal agreement.
  - **Vacation and sick leave** County will pay for transferred vacation that is estimated to be \$58,000 for all employees but pay nothing for transferred sick leave.
  - **Capital Projects** County will have no responsibility for projects after 1/1/06. County is transferring to Gresham funds on hand for two projects. County is dividing state funds and responsibility for the Sandy Blvd project. Capital projects in progress will be funded by the County on a one time basis and amount to \$338,866.
  - **Stormwater Quality Compliance and Reporting** Gresham assumes responsibility.
  - **Yeon Lease** Gresham will lease space at Yeon for the trucks and signal maintenance crew at the cost paid by Transportation to FM. Separate signal agreement.
- \* The \$96,000 is related to the following:
- 5% inflation – the numbers used to calculate the \$1,372,000 was an average cost derived from fiscal years 01-02, 02-03 and 03-04. This number will first apply in 06-07.
  - An amount that reflects that Gresham will take on disposing of 850 tons of road waste at its expense (which the county disposed of at its expense in the past and not included in the three year average).
  - Pavement management expenses that was omitted, in error, in the three year average.

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

During the 2005 state legislative session Senate Bill 1096 was enacted and becomes effective on January 1, 2006. The bill transfers remaining County roads within the corporate limits to the City to be within the exclusive control and jurisdiction of the City and subject to all of the burdens and servitudes of city streets. Section 2 of the bill provides for transfer of funds from the County to the City. Section 4 of the bill provides that Section

2 shall only become operative if the City and the County have not entered into an agreement on or before December 31, 2005 concerning distribution of county road funds. The agreement provides that it is the agreement referred to in SB 1096 and that Section 2 of SB 1096 shall not become operative.

5. Explain any citizen and/or other government participation that has or will take place.  
None.

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**Required Signatures**

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**Department/  
Agency Director:**

*Maria Pijo de Steffey*

**Date:** 12/07/05

**Budget Analyst:**

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

**Department HR:**

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

**Countywide HR:**

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



## **INTERGOVERNMENTAL AGREEMENT TO TRANSFER COUNTY ROADS FROM MULTNOMAH COUNTY TO THE CITY OF GRESHAM**

This Intergovernmental Agreement ("Agreement") is made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County ("County") and the City of Gresham ("City").

### **RECITALS:**

- A. In the early 1980s County and City began discussions regarding transfer of County roads located within the city limits of Gresham.
- B. In late 1993 County and City together with the Cities of Fairview, Troutdale, and Wood Village, met on multiple occasions to develop a work plan for the transfer of certain County Roads to City outlining the respective rights, responsibilities and service roles of all interested parties resulting in various intergovernmental agreements.
- C. In early 1995, County and City entered into an intergovernmental agreement (IGA) that provided for the transfer of jurisdiction of approximately 70 miles of county roads in the city limits of Gresham from the County to the City.
- D. In 2003, County commissioned a transportation study by Rhodes Consulting, Inc., to examine options for transportation service delivery and roads jurisdiction in East Multnomah County and thereafter, the County initiated a financial feasibility study (Financial Impact Study) to address the fiscal impacts of various road transfer proposals on County, City and other East County municipalities.
- E. The Rhodes study recommended transfer of the County roads in Gresham to City and identified service levels, personnel and fiscal matters to be considered.
- F. The East Multnomah County Transportation Committee will continue to be the coordinating committee for the four cities and the County for regional transportation planning issues.
- G. During the 2005 state legislative session Senate Bill 1096 was enacted and becomes effective on January 1, 2006. The bill transfers remaining County roads within the corporate limits to the City to be within the exclusive control and jurisdiction of the City and subject to all of the burdens and servitudes of city streets.
- H. The parties desire by this agreement to set forth the terms of the transfer of jurisdiction of the roads.

**THE PARTIES AGREE AS FOLLOWS:**

**1. EFFECT ON PRIOR AGREEMENTS**

**1.1** Upon the effective date of this agreement the following agreements are terminated:

**1.1.1** The 1995 Road Transfer Agreement

**1.1.2** The 2004 Traffic Signal System Improvement (Phase 3) Agreement

**1.2** The 1995 Signal Maintenance Agreement shall be terminated upon further agreement by the parties as of the date that the Signal Maintenance Agreement (Exhibit F) becomes operative.

**1.3** The 2002 Portland Metropolitan Area Transportation Cooperative IGA for Equipment and Services shall remain in full force and effect.

**1.4** The Oregon Public Works Emergency Response Cooperative Assistance Agreement for multi-jurisdiction mutual aid agreement shall remain in full force and effect.

**2. TRANSFER OF ROADS AND EQUIPMENT**

**2.1** The roads transferred from the County to City by SB 1096 are all County roads, or portions thereof, within the corporate boundaries of the City as shown on Exhibit A. The transfer includes all signals, signs, and other road related equipment and improvements (including stormwater and water quality facilities) within the road right-of-way; any fee title, right of way, easement, dedication or other similar road related property interest; and any sidewalk, slope, traffic device, stormwater drainage or similar road related easements.

**2.1.1** Any portion of a County Road that is located at the boundary of the City but is within the cities of Portland, Fairview, Troutdale, Wood Village or unincorporated Multnomah County shall not be transferred.

**2.2** A legal description of transferred County roads will be provided by County to City by June 30, 2006. The County shall thereafter execute any appropriate assignment or conveyance document necessary to transfer the real property interests described above.

**2.3** Effective on the date the Signal Maintenance Agreement (Exhibit F) becomes operative, the County transfers all right, title and interest in three (3) bucket trucks, tools, testing equipment and signal inventory, AS IS. Exhibit B is an inventory of the items to be transferred. County shall have a credit on the amount due under section 4.2 in the sum of \$40,000 on account of such transfer.

**2.4** The County shall provide hard copies of all records relating to the transferred roads and assets by June 30, 2006. To the extent the City requires copies of records prior to

June 30, 2006 to manage the transferred roads and assets, the County shall provide such records as quickly as possible.

### **3. TRANSFER OF EMPLOYEES**

**3.1** Effective January 1, 2006, County will transfer to City one (1) employee with a job classification as "Transportation Planning Specialist," one (1) employee with a job classification as "Engineer 2," one (1) employee with a job classification as "Engineer 1," five (5) employees with a job classification of "Engineering Technician 2," one of which the parties agree is a vacant position, one (1) employee with a job classification as "Office Assistant 2." Effective on the date the Signal Maintenance Agreement (Exhibit F) becomes operative, County will transfer to City three (3) employees with a County job classification as "Electrician."

**3.1.1** The job classification at the City for the County employee classified as "Transportation Planning Specialist" shall be "Associate Planner."

**3.1.2** The job classification at the City for the County employee classified as "Engineer 2" shall be "Civil Engineer II."

**3.1.3** The job classification at the City for the County employee classified as "Engineer 1" shall be "Civil Engineer I."

**3.1.4** The job classification at the City for the County employees classified as "Engineering Technician 2" shall be "Engineer Technician II" except one shall be classified as "Public Works Inspector."

**3.1.5** The job classification at the City for the County employee classified as "Office Assistant 2" shall be "Administrative Assistant II."

**3.1.6** The job classification at the City for the County employees classified as "Electrician" shall be "Electrician."

**3.2** The wage rate for each employee described in sections 3.1.1 to 3.1.5 at City as of January 1, 2006, shall not be less than the rate paid to such employee by County on December 31, 2005. The wage rate for each employee described in sections 3.1.6 at City as of March 1, 2006, shall not be less than the rate paid to such employee by County on February 28, 2006.

**3.2.1** The parties acknowledge that the salaries of the three employees described in section 3.1.6 of this Agreement may require adjustment if negotiations between Local 48 and the County are not complete on the date the Signal Maintenance Agreement becomes operative, in order to reflect the salary that such employees would have been entitled to as of the day before the Signal Maintenance Agreement becomes operative, had a contract been in place at that time. If back pay is owing as a result of the new contract, County will be responsible for any back pay due such employees based on their employment at the County through the day before the Signal Maintenance Agreement becomes operative,. City will be responsible for any back pay due such employees based on their employment at the City on and after the date the Signal Maintenance Agreement becomes operative.

**3.3** After the first 12 months of employment, each such employee shall be placed at the closest salary for the position as designated under City's salary schedule.

**3.4** Compensatory leave, personal leave or other similar leave shall not be transferred. County shall be responsible for any obligations which may exist with respect to accrued compensatory leave, personal leave, or other similar leave of transferring employees.

**3.5** All transferring employees shall be entitled to coverage under City health insurance plans without any waiting period for preexisting conditions. County shall for a period of 12 months reimburse City for any additional premium costs incurred by City resulting from the waiver of any waiting period.

**3.6** All transferring employees shall have seniority determined as follows: Where City uses years of service in a job classification for any purpose, seniority shall be determined by years of service in the City job classification plus years of service at the County in a comparable job classification. Where City uses total years of service with the City for any purpose, seniority shall be determined by total years of service with the City plus total years of service with the County.

**3.7 Workers Compensation Issues.**

**3.7.1** A county employee who has sustained an on the job injury compensable under the workers' compensation laws of the state of Oregon and who has not been released to full duty on the effective date of the transfer shall not be transferred to City employment until the employee has a full duty release.

**3.7.2** Responsibility for county employees who have sustained an on the job injury compensable under the workers' compensation laws of the state of Oregon and who are designated for transfer to the City shall be in accordance with law.

**3.8** This Agreement is not intended to benefit any individual, employee, group of employees, corporation, or other legal entity other than City and County. This Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever.

**3.9 Accrued leave.**

**3.9.1** Depending on the preference of each employee being transferred, County shall transfer to City, the employee's total accrued vacation, but not to exceed the maximum allowed by the City's personnel rules, or a lesser amount as designated by the employee. Any accrued vacation not transferred shall be paid to employee by County. County shall pay City for accrued vacation transferred to City as provided in Section 4.

**3.9.2** County shall transfer to City all of the accrued sick leave of each employee being transferred. County shall have no liability for payment to City on account of such transfer.

**3.10** Accrued leave transferred to the City shall be subject to the City's personnel rules or union contract, as applicable, for utilization, payout and maximum accrual, except that transferring employees shall be entitled to retain and transfer all accrued sick leave regardless of sick leave accrual limits in place at the City.

**3.11** County agrees to defend, indemnify and hold City harmless from any claim by a County employee that such employee's duties were transferred to City without transfer of the employee pursuant to ORS 236.605 et. seq.

**3.12** City and County agree that City waives any claim it may have for the County to reimburse City for any PERS unfunded liability existing on December 31, 2005, and County agrees to waive any claim it may have for the City to reimburse County for any PERS surplus existing on December 31, 2005.

#### **4. COMPENSATION**

**4.1** County shall pay the City annually on an ongoing basis, in accordance with this Section 4, the following amounts:

**4.1.1** A payment based on the actual cost to County as of December 31, 2005, of salary and salary burden for the employees described in sections 3.1.1 through 3.1.5 of this agreement. The agreed amount on an annual basis is \$677,332.

**4.1.2** A payment based on the actual cost to County as of December 31, 2005, of salary and salary burden for two of the employees described in 3.1.6 of this agreement plus a payment based on the actual non-personnel costs related to providing signal services. One additional employee with a job classification as "Electrician" will be transferred, but the County shall have no ongoing financial responsibility with respect to this employee. The agreed amount to be paid under this section on an annual basis is \$269,000. If the Signal Maintenance Agreement has not become operative as of July 1, 2007, this payment will be prorated. No payment will be made for any month in which the County is maintaining the signals prior to the date the Signal Maintenance Agreement becomes operative.

**4.1.3** A payment based on a three-year annual average (ending with fiscal year 2003-2004) of the actual costs to County for maintaining County Roads in the city of Gresham. The agreed amount on an annual basis is \$1,127,000.

**4.1.4** A payment based on the formula set forth in the 1995 Roads Transfer Agreement. The agreed amount of this payment for fiscal year 2005-2006 was \$513,364.68

**4.1.5** The additional sum of \$225,000 per year.

**4.2** On or before January 31, 2006, County shall pay the City on a one-time basis, in accordance with this section, the following amounts, less the \$40,000 credit provided for in section 2.3:

**4.2.1** An amount equal to the accrued vacation transferred to City by County under section 3.9.1 above.

**4.2.2** All amounts described in Section 5, Responsibility For Capital Projects; Project Agreements, below.

**4.3** On or before January 31, 2006, to cover the period from January 1 through June 30, 2006, payment shall be made by the County to City for:

**4.3.1** One-half of the amounts described in 4.1.1 and 4.1.5.

**4.3.2** An amount equal to the payment described in 4.1.3, less the amounts spent between July 1, 2005 and December 31, 2005 on the transferred roads.

**4.3.2** One-half the amount described in 4.1.2 prorated for any month in which the Signal Maintenance Agreement has not operative. No payment will be made for any month in which the County is maintaining the signals prior to the date the Signal Maintenance Agreement becomes operative.

**4.4** The parties acknowledge that the amount contemplated by section 4.1.4 has previously been fully paid for fiscal year 2005-2006.

**4.5** The amounts payable under section 4.1 above shall be adjusted each fiscal year to reflect the increase or decrease in the total of the county gas tax, state gas tax and motor vehicle registration fee shared revenue, excluding increases in the County gas tax after the effective date of this agreement authorized by the Board for a specific project or use and not for the benefit of County roads generally ("Shared Revenue") from the previous fiscal year. If the County's Shared Revenue decreases then the amount payable under section 4.1 will decrease proportionately. If the County's Shared Revenue increases then the amounts payable under section 4.1 will increase proportionately. For example, for payments in the 2008-2009 fiscal year, if the County Shared revenue in 2007-2008 increases 5% over 2006-2007, the 2008-2009 payments will be increased 5% over the payment made in 2007-2008.

**4.5.1** The payments pursuant to section 4.3 to cover the period from January 1 through June 30, 2006 shall not be adjusted from the agreed amounts in Section 4.1.

**4.5.2** The payments pursuant to section 4.1 for fiscal year 2007-2008 shall be the agreed amount described in section 4.1 adjusted by the difference in the Shared Revenues received by County in 2005-2006 and received in 2006-2007.

**4.5.3** The payments pursuant to section 4.1 for subsequent fiscal years shall be adjusted based on the change in Shared Revenue in subsequent previous fiscal years.

**4.5.4** The County shall provide City on an annual basis, at the time that the County Department of Community Services submits its budget proposal to the County Chair for preparation of the executive budget, the County's revenue budget assumptions and projections for the Shared Revenues.

**4.6** Commencing with fiscal year 2006-2007, the amounts required to be made under section 4.1, shall be made in equal quarterly payments in arrears on the last day of the quarter. Payments will be made on September 30, December 31, March 31 and June 30.

**4.7** The County's obligation to pay all sums under this agreement is deemed proprietary in nature, and County expressly agrees that the obligation to pay does not amount to a governmental function.

## **5. RESPONSIBILITY FOR CAPITAL PROJECTS; PROJECT AGREEMENTS**

**5.1** Commencing on January 1, 2006 the County shall have no obligation to fund capital projects in the City including projects currently listed in the County's fiscal year 2005-2009 Transportation Capital Improvement Plan and Program. In lieu of such obligation, the County will transfer to the City the following amounts identified in the CIP for the following projects:

**5.1.1** Glisan St (202<sup>nd</sup> Ave to 207<sup>th</sup> Ave) \$220,000 (PA)

**5.1.2** Division St. Sidewalks (182<sup>nd</sup> Ave to 202<sup>nd</sup> Ave) \$100,000 (Bike/Ped)

**5.2** County and City agree that agreement # 0405167 which transferred jurisdiction of Sandy Blvd from 162nd to 207th from the State to the County and established project parameters and funding for Sandy Blvd improvements will remain in effect. City agrees to determine the nature of, design, construct and maintain the improvements needed on that portion of Sandy Blvd within the corporate limits of the City on and after January 1, 2006. County agrees to determine the nature of, design, construct and maintain the improvements needed on the portion of Sandy Blvd which are within the corporate limits of the City of Fairview. City will have \$1,096,000 of State funds available to it for its work and the County will have \$250,000 of State funds available to it for its work. County will be the contact with the State for both projects. City will bill the County monthly for work completed by the City. County will bill the State for the amount invoiced from the City. County will not add County administrative charges to the City's invoiced amount when billing the State. Upon receipt of payment from the State the County will immediately forward the payment to the City. Charges for survey work completed before January 1, 2006 on the portion of Sandy Blvd within the City of Gresham shall be charged to the City's available funds. Charges for survey work completed before January 1, 2006 on the portion of Sandy Blvd within the County's jurisdiction will be charged to the County's available funds.

**5.3** On or before January 31, 2006, the County will assign to City the in-lieu of agreements for projects identified in Exhibit C and transfer to City all funds held by County on account related to such agreements. City agrees to comply with all terms of

the agreements and, except for matters arising prior to January 1, 2006, to hold County harmless from any claim arising from such agreements.

**5.4** As provided in section 1.1.2, The 2004 Traffic Signal System Improvement (Phase 3) Agreement shall terminate as of December 31, 2005. Commencing January 1, 2006, the County shall have no further obligations under the terms of that agreement except, in lieu of such obligations, the County will transfer to City, \$18,866 which is the balance of the County's cash commitment to this project.

**5.5** County shall hold City harmless from any contract claims arising out of capital projects constructed or under construction prior to January 1, 2006.

## **6. MAINTENANCE**

**6.1** Commencing January 1, 2006 County will provide road related maintenance services as provided in the maintenance agreement ("Maintenance Agreement") attached hereto as Exhibit D.

**6.2** If the Maintenance Agreement is terminated, then following termination:

**6.2.1** County shall continue to pay to City the amount based on maintenance costs as provided in section 4.1.3, as adjusted.

**6.2.2** County will transfer to City employees employed by County as of the effective date of the termination who have been performing maintenance services on roads within the City of Gresham. Upon transfer of the employees and compliance with the ORS 236.605 et seq, County shall have no further liability to Gresham for such employees, except for the payment described in section 6.2.1. The parties agree that the number of County employees employed by County to perform maintenance services on County roads within Gresham as of the effective date of this agreement is less than 10 full time equivalent (FTE) positions and that the number of employees transferred will be less than 10 FTE. Unless the context requires otherwise, the transfer shall be in accordance with Section 3 above.

**6.3** The intent of the parties in calculating the amount paid under Section 4.1.3 above is that the level of service to maintain County Roads during the three-year annual average period was substantially similar to the level of service that will be provided by the County in the first year of the Maintenance Agreement. The parties agree that in subsequent years, the level of service will vary depending on adjustments to revenue under section 4.5, labor and material cost increases, weather events and other factors beyond the control of the parties.



## **7. STORMWATER MANAGEMENT**

Water quality compliance as it relates to the NPDES Permit #101315, and compliance with all water quality and natural resource laws and regulations shall be the responsibility of the City, except as provided in the Maintenance Agreement described in Section 6 of this Agreement.

## **8. ANNEXATION**

**8.1** The City anticipates annexing areas known as Pleasant Valley and Springwater as shown on the map attached as Exhibit E. Prior to annexation, County will continue to maintain all roads under the jurisdiction of the County in areas anticipated to be annexed in accordance with the applicable county road standards. County will notify the City of anticipated changes to the applicable county road standards.

**8.2** Upon City's annexation of property currently in any unincorporated area of County, jurisdiction of all roads under the jurisdiction of the County in the annexed areas will immediately pass to City. Planning for the annexation of these roads will be the responsibility of City.

**8.3** Arterial roads in the annexed areas, as shown on the map attached as Exhibit E, will be added to the Maintenance Agreement and maintained in accordance with the terms of that agreement. Commencing in the fiscal year following annexation, Gresham will pay County for maintenance of the annexed roads a fee based on the average cost per mile spent by County to maintain roads in unincorporated Multnomah County. Roads in annexed areas to be maintained by the County shall be maintained to a rural road standard unless the parties agree to a different standard and cost basis.

**8.4** Commencing in the fiscal year following the fiscal year in which annexation occurs, County will transfer annually to the City of Gresham a sum equal to the Shared Revenue less any part of such Shared Revenue obligated to be paid by County to others by law or by agreement, including this Agreement and less any part retained by County for use for bridge purposes pursuant to law or agreement, times a fraction, the numerator of which is the number of center line miles of roads annexed to the City and the denominator of which is the total number of center line miles of county roads (as defined in ORS 368.001) in Multnomah County prior to the annexation. The mileage figure for the denominator shall be the miles shown on the 2005 Oregon Department of Transportation report or if a later report has been published, the later report. Payments will be made quarterly as provided in section 4.6

## **9. COORDINATION ON PLANNING AND SIGNAL ISSUES; TRANSITION TEAM**

**9.1** It will be necessary for the parties to coordinate planning and to address other issues that arise as a result of the transfer of roads.

**9.2** The City currently provides the County with notice of development applications. After transfer of the roads, developments in the City may impact the County and developments outside of the City may impact the City. The parties desire to continue this process after the roads transfer is complete. City agrees therefore to continue to provide the County with timely notice of development applications in the City and an opportunity to provide comments during City's review and permitting process. County agrees to provide City with timely notice of development applications in the County and an opportunity to provide comments during County's review and permitting process. County agrees to provide City with timely notice of any development applications the County is requested to review relating to County Roads in Troutdale, Fairview and Wood Village.

**9.3** County and City agree to enter into the Signal Maintenance Agreement attached hereto as Exhibit F. County shall be responsible for signal function and maintenance for the signals identified in Exhibit F at no cost to City until the Signal Maintenance Agreement becomes operative. County shall continue to maintain the signals identified in the 1995 Signal Maintenance Agreement pursuant to the terms of that agreement until the Signal Maintenance Agreement becomes operative. Beginning on the date that the Signal Maintenance Agreement becomes operative, County shall have no further responsibility for signal function or maintenance for the signals identified in Exhibit F or those identified in the 1995 Signal Maintenance Agreement, except as provided in the Signal Maintenance Agreement.

**9.4** A transition team consisting of County and City staff will convene regularly to oversee the transfer and implementation of this Agreement. The team will identify issues concerning the transfer of county roads and take steps to address them as expeditiously as possible.

## **10. USE OF COUNTY YEON SHOPS FACILITIES**

County and City agree to enter into the Lease Agreement attached hereto as Exhibit G for the lease of the signal areas of the Yeon Shop facilities.

## **11. GENERAL PROVISIONS**

**11.1** All notices and other communications to the parties under this IGA must be in writing, and shall be addressed respectively as follows:

City of Gresham  
Attention: Transportation Division Manager  
Department of Environmental Services  
1333 NW Eastman Parkway  
Gresham, OR 97030

Multnomah County  
Environmental Compliance Manager  
1600 SE 190<sup>th</sup> Avenue  
Portland, OR 97233

All payments shall be addressed as follows:

City of Gresham  
Attn: Financial Services Division Manager  
Finance and Management Services Dept  
1333 NW Eastman Parkway  
Gresham, OR 97030

All notices shall be given (i) by personal delivery to the Party, (ii) certified or registered mail, return receipt requested, or (iii) by electronic communication followed immediately by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery, (b) if by certified or registered mail on the date delivered to the United States Postal Service as shown on the receipt; and (c) if by electronic communication, on the date the confirmation is delivered to the United States Postal Service as shown on the actual receipt. A Party may change its address from time to time by notice to the other Party.

**11.2** The failure of a Party to insist on the strict performance of any provision of this IGA or to exercise any right, power or remedy upon a breach of any provision of this IGA shall not constitute a waiver of any provision of this IGA or limit the Party's right thereafter to enforce any provision or exercise any right.

**11.3** No Modification of this IGA shall be valid unless made in writing and duly executed by the Parties.

**11.4** The Parties agree that in construing this IGA no covenants shall be implied between the Parties except the covenants of good faith and fair dealing.

**11.5** This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon.

**11.6** Each Party shall take from time to time, for no additional consideration, such actions and execute such instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this IGA.

**11.7** Each and every power and remedy specifically given to the non-defaulting Parties shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise

of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this IGA shall impair such power or remedy or shall be construed to be a waiver of any default.

**11.8** The provisions of this IGA shall survive its termination to the full extent necessary for their enforcement and the protection of the Party in whose favor they run.

**11.9** This IGA shall bind and inure to the benefit of the Parties and their successors and assigns.

**11.10** A material consideration of the Parties entering into this IGA is that Parties will make all payments as and when due and will perform all other obligations under this IGA in a timely manner. Time is of the essence of each and every provision of this IGA.

**11.11** This IGA may be executed in counterparts, all of which taken together shall constitute a single Agreement.

**11.12** This IGA shall not be construed to create a partnership between the Parties or to authorize any Party to act as agent for any other Party or Parties except as expressly provided in this IGA.

**11.13** This IGA, including all attached exhibits, contains the entire and final understanding of the Parties relating to the transfer and maintenance of roads. This IGA may only be amended by the mutual agreement of the parties.

**11.14** In the event a dispute arises concerning this Agreement, the City and the County agree that the dispute shall initially be referred to the City Manager and County Chief Financial Officer, or their designees. If negotiation does not resolve the dispute, the City and County agree that the dispute shall be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within 10 days of written notice by either party to the other requesting mediation, then each party shall appoint a representative who has been qualified as a mediator in Oregon. The representatives shall choose a mediator who shall serve as the mediator in the dispute.

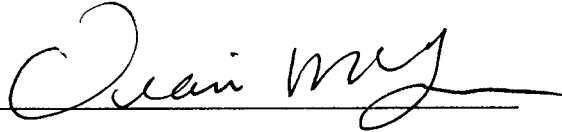
**11.15** County waives any and all rights to challenge SB 1096, raise the validity of the legislation as a defense in any action to enforce this IGA, or otherwise seek legal review of the legislation. The parties agree that this Agreement is the agreement described in Section 4 of SB 1096, and that as a result of this Agreement Section 2 of such act shall not become operative.

**11.16** The parties recognize that this Agreement may not address all details that might arise in during the term of this agreement. Each party shall negotiate in good faith such additional details and all additional agreements shall be memorialized in writing.

12. TERM AND TERMINATION

The parties intend that this Transfer IGA be perpetual. This agreement may be terminated only upon agreement by both parties.

MULTNOMAH COUNTY, OREGON

By 

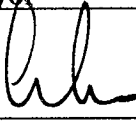
Title: Multnomah County Chair

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-21 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

CITY OF GRESHAM

By 

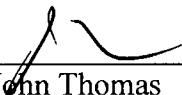
Title: Mayor

By 

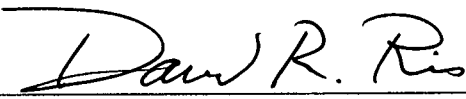
Title: City Manager

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John Thomas  
Deputy County Attorney

Approved as to form:

  
Gresham City Attorney's Office

## **Exhibits**

Exhibit A	Official map showing the corporate boundaries of the City of Gresham
Exhibit B	Inventory of transferred items.
Exhibit C	List of in lieu of construction agreements
Exhibit D	Maintenance Agreement
Exhibit E	Map showing the Pleasant Valley and Springwater annexation areas
Exhibit F	Signal Maintenance Agreement
Exhibit G	Lease Agreement for Yeon Shop Signal Area

# CITY OF GRESHAM

This map is based on digital databases from the City of Gresham. The City cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied. This map was created by Gresham GIS on November 7, 2005.

EXHIBIT A

## SHOP TOOLS:

1 – SAWZALL	1 – HOLE HAWG DRILL
1 – PORTABLE BAND SAW	1 – HILTI TE14
1 – HILTI TE72	1 – HYD. HOLE PUNCH
1 – ELECTRIC CHAIN SAW	1 – HANDHELD PIPE THREADER
1 – TRIPOD CHAIN VISE	1 – WIRE TUGGER
1 – 4000 WATT GENERATOR	4 – JACK STANDS
5 – LADDERS ( 8' thru 14' )	2 – NOTEBOOK COMPUTERS
MISC. PIPE WRENCHES	

## TEST EQUIPMENT:

1 – CONFLICT MONITOR TESTER	1 – GROUND ROD TESTER
1 – AC VARIABLE POWER SUPPLY	1 – DC VARIABLE POWER SUPPLY
1 – EPROM ERASER	1 – EPROM BURNER
1 – SIMPSON MULTIMETER	

## TRUCK TOOLS:

1 – SOCKET SET	1 – DRILL MOTOR
1 – DRILL BIT SET	1 – CABLE CUTTER
1 – LADDER	1 – FISH TAPE
1 – SAFETY BELT	1 – EXTENSION CORD
1 – TROUBLE LIGHT	1 – CABLE LOCATOR
1 – HOLE SAW KIT	1 – SOLDERING IRON
1 – HEAT GUN	1 – MEGGER
1 – INDUCTANCE METER	1 – FLUKE MULTIMETER
2 – CABLE VISES	2 – COME-A-LONGS
1 – SET OF PERSONAL HAND TOOLS	

## TRUCKS:

P22, 1998 Dodge 3500 truck Holan H-230 Aerial with service body	P10, 2003 Ford F550 truck, Lift-All LTA FM-371S Aerial with service body
P36, 2004 Ford F550 4x4 truck, Altec AT37-G Aerial with service body	



## SIGNAL INVENTORY:

Item	Material	Material description
1	M2855052 5	LAMP TRAFFIC SIGNAL 150PAR46
2	M5508500 8	CLAMP TETHER
3	M5508501 7	CABLE 1/4 GUY STRAND
4	M5508501 8	WIRE 12/2 GAUGE IMSA
5	M5508501 9	WIRE 14/10 GAUGE IMSA
6	M5508502 1	LOOP CABLE 14/2 GAUGE IMSA
7	M5508502 2	WIRE 14/5 GAUGE IMSA
9	M5508502 4	CABLE OPTICOM
10	M5508502 8	SPAN WIRE ASSY 4 WAY
11	M5508503 1	HOOK TETHER S 120286
13	M5508503 3	LINK 1/4 STRAND
14	M5508503 4	VICE 1/4 STRAND
15	M5508503 5	LINK 3/8 STRAND
16	M5508503 6	VICE 3/8 STRAND
17	M5508504 1	BUTTON PEDESTRIAN H
18	M5508504 2	CELL PHOTO ELECTRIC
19	M5508504 5	WIRE STRANDED 12 GAUGE THHN
20	M5508504 7	WIRE STRANDED 14 GAUGE XHHW
23	M5508505 1	DETECTOR OPTICOM 3M 522
24	M5508505 4	BRACKET ASTRO AB116-3-29
25	M5508505 5	BASE PEDESTRIAN POLE SQUARE
26	M5508505 6	BASE TRANSFORMER
27	M5508505 7	HEAD ILLUMINATED SIGN OVERHEAD
28	M5508505 8	JB1 CONCRETE JUNCTION BOX
29	M5508505 9	JB2 CONCRETE JUNCTION BOX
30	M5508506 0	POLE PEDESTRIAN 14 ft

31	M5508506 1	PLUMBIZER SIGNAL HEAD
32	M5508506 2	HANGER WIRE SPAN
33	M5508506 3	DETECTOR MICROWAVE TC26B
35	M5508506 7	WIRE STRANDED 6 GAUGE XHHW
36	M5508506 8	DETECTOR OPTICOM 721
37	M5508506 9	WIRE STRANDED 8 GAUGE THHN
39	M5508507 5	BRACKET PEDESTRIAN SIGNAL 16 i
40	M5508507 6	BOX FS-FD150A ALUMINUM
41	M5508800 1	RELAY 430 FLASH TRANSFER
42	M5508800 6	ASSEMBLY SUPERCAP RETRO FIT
43	M5508801 2	CUBE ENERCO FLASHER
44	M5508801 4	CONTROLLER SIGNAL
45	M5508801 5	FILE AUXILLARY SIGNAL CABINET
46	M5508801 6	FILE OUT SIGNAL CABINET
47	M5508801 7	MOV SIGNAL CABINET
48	M5508802 0	SWITCH LOAD
49	M5508802 1	DETECTOR LOOP AMPLIFIER
50	M5508802 3	FLASHER 204 W/REPLACEABLE CUBE
51	M5508802 4	210 MONITOR SIGNAL CABINET
52	M5508802 5	MODULE DISCRIMINATOR 3M
53	M5508802 6	ISOLATOR SIGNAL 242
54	M5508802 7	PROMBOARD SIGNAL CABINET
Item	Material	Material_description
55	M5508802 9	FILTER AIR 12x16x1 5E874
56	M5508803 0	MODEM SIGNAL CABINET 400GDI
57	M5508803 1	DETECTOR RENO LOOP AMPLIFIER
58	M5508900 1	SIGNAL BLIND AUDIBLE PED
59	M5508900 5	LENS 12 in ARROW
60	M5508900 6	LENS 12 in ASSORTED
62	M5508900	LENS 8 in ASSORTED

	9	
63	M5508901 1	LENS MISC PEDESTRIAN
64	M5508901 4	LAMP 165W TRAFFIC SIGNAL
65	M5508901 6	LAMP 116 WATT TRAFFIC SIGNAL
66	M5508901 7	LAMP TRAFFIC SIGNAL 67A21/99TS 67W 120V
67	M5508901 8	BACKPLATE SIGNAL HEAD
68	M5508901 9	HEAD PEDESTRIAN SIGNAL 16 in
69	M5508902 3	LED RED BALL LENS 12"
70	M5508902 4	LED PEDESTRIAN HAND
71	M5508902 7	CONTROLLER 332 CABINET
72	M5508902 8	RISER 332 CABINET BASE
73	M5508902 9	ADAPTOR 336 BASE
74	M5508903 0	CONTROLLER 336 CABINET
76	M5508903 2	LED GREEN BALL LENS 12"
77	M5508903 3	12-12-12 LED LTA SIGNAL HEAD
78	M5508903 4	12-12-12 LED G/R SIGNAL HEAD
79	M5508903 5	LED RED ARROW LENS 12"
80	M5508903 6	LED GREEN ARROW LENS 12"
		Inventory recorded as of Oct 18, 2005

Exhibit C

Permit #	EP #	BA	Developer	Contact	Development	Location	Deposit Amount	Date Received	Receipt No.	Acct. Balance	Balance as of	Road or Intersection (1) to be Improved	Road or Intersection (2) to be Improved	Work to be Performed	City (of Improvements)	State ID	Tax Lot (1)	Tax Lot (2)
1033	1033	6500	Troy Cross (Old School)	TROY CROSS OLD SCHOOL CONSTRUCTION 10904 NE SHAVER ST PORTLAND 97220	Troy Cross (Old School)	1288 and 1278 NE 162nd	\$3,500	6/16/1999	25170	\$4,243	7/31/05	162nd Avenue		Half-Street, 162nd Avenue (south of Wasco) frontage	Gresham	1N 3E 31 BB	3302	
1021	2778	6504	Winmar Pacific	RANDY KYTE WINMAR COMPANY, INC. 700 FIFTH AVE STE 2600 GATEWAY TOWER SEATTLE 98014-5026	Southshore Phase II	Sandy & 185th	\$48,825	3/6/1998	25390	\$54,672	7/31/05	201st Avenue/Halsey Street	201st Avenue/Sandy Boulevard	201st/Halsey Improvements- \$3,000 (6.17%); 201st/Sandy signal \$37,500 (77.12%). County retains	Gresham(83.29%), Fairview(16.71%)			
1025	3481	6507	Amin Vijan	AMIN VIJAN PO BOX 33638 PORTLAND 97292	Amin Vijan	1288 and 1278 NE 162nd	\$6,300	6/22/1998	25397	\$8,220	7/31/05	162nd Avenue		Half-Street, 162nd Avenue Wasco to Multnomah	Gresham	1N 3E 31 BB	3301	3302
1026	1026	6508	Marie Callender Pie Shops	JIM PARKER MARIE CALLENDER PIE SHOPS, INC. 1100 TOWN AND COUNTRY RD. STE 1300 ORANGE CA 92668	Marie Callender Pie Shops	305 Burnside (@ Eastman)	\$3,000	6/29/1998	25398	\$3,911	7/31/05	Burnside Street		100 ft median on Burnside	Gresham			
1027	3504	6509	Cathleen and Charles McBride	CATHLEEN AND CHARLES McBRIDE MFC HOMES 26600 SE HWY 224 EAGLE CREEK OR 97022	Cathleen and Charles McBride	257th & 1st	\$7,800	3/31/1998	25400	\$9,927	7/31/05	257th Avenue		Half-Street, 257th north of Bull Run	Gresham	1S 3E 11 AD	3800	
1030	1030	6511	Parker Development	JEFF PARKER PARKER DEVELOPMENT NW INC 17225 SE McLAUGHLIN BLVD MILWAUKIE 97267	Covington Place Row House	Burnside & Fariss	\$14,000	12/23/1998	25155	\$17,771	7/31/05	Burnside Street		Landscape island east of 212th, frontage	Gresham	1S 3E 04 AC	12500	
1015	1015	6519	Trio Properties	MARK CORDELL TRIO PROPERTIES PO BOX 630 GRESHAM 97030	Trio Properties	Halsey & 201st	\$8,250	1/29/1997	25374	\$11,624	7/31/05	Halsey Street		Half-street, Halsey west of 201st	Gresham	1N 3E 29 DD	2800	
1014	3126	6520	Portland Housing Authority	DENNY WEST HOUSING AUTHORITY OF PORTLAND 135 SW ASH ST PORTLAND 97204	Glendoveer Acres	162nd & Holladay	\$10,000	11/5/1996	25366	\$14,266	7/31/05	162nd Avenue		Half-Street, 162nd frontage	Gresham	1N 2E 36 AD	800	
1008	1008	6522	BA Svaren Inc	BOYD & THERESA SVAREN B.A. SVAREN INC. 31310 SE DIVISION DR TROUTDALE 97060	BA Svaren Inc	257th & 5th	\$10,875	8/8/1996	25300	\$15,987	7/31/05	257th Avenue		Half-Street, 257th frontage	Gresham	1S 3E 11 AB	1900	
2002017/3 851	20020 17/38 51	6527	Jeffrey Paul Fish	JEFFREY PAUL FISH FISH CONSTRUCTION NW, INC. 1834 SW 58TH AVE #206 PORTLAND 97221	Fish Duplex	202nd Ave	\$10,500	4/12/2002		\$11,184	7/31/05	202nd Avenue		Half-Street, 202nd Avenue frontage	Gresham	1N 3E 32 DA	300	
<b>TOTAL</b>										<b>\$161,804</b>								

# **INTERGOVERNMENTAL AGREEMENT TO PROVIDE STREET MAINTENANCE SERVICES BY MULTNOMAH COUNTY TO THE CITY OF GRESHAM**

This Intergovernmental Agreement ("Agreement") is made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County ("County") and the City of Gresham ("City"). This agreement shall be henceforth referred to as the **"2005 COUNTY/ GRESHAM STREET MAINTENANCE IGA"**. Contemporaneous with this agreement, the parties are entering into an Intergovernmental Agreement to transfer certain County Roads from Multnomah County to the City of Gresham.

## **ARTICLE ONE: PURPOSE**

The general purposes of this agreement are to:

- A. Provide for the maintenance activities to be performed on City Streets and associated drainage facilities by County personnel.
- B. Provide a mutual understanding of services to be delivered by the County and the level of service to be provided.
- C. Provide for monitoring and reporting of the services to be delivered by the County.
- D. Provide a mutual understanding of the responsibilities between the City and the County.

## **ARTICLE TWO: DEFINITIONS**

**CITY:** The City of Gresham, a municipal corporation located in Multnomah County, Oregon.

**CITY STREET:** All public roads and rights-of-way, including Roadway Facilities (as defined below) transferred from the County to the City under the December 31, 2005 "Intergovernmental Agreement to Transfer County Roads from Multnomah County to the City of Gresham".

**COSTS:** Costs for Maintenance activities will be calculated using a burdened labor rate on a time and material basis.

**COUNTY:** Multnomah County, a political subdivision of the State of Oregon.

**COUNTY STANDARDS:** Standards, policies, guidelines and/or practices of the County relating to maintenance of streets and roads as of the effective date of this Agreement, incorporated herein by this reference.

**COUNTY STORMWATER MANAGEMENT PLAN:** Best Management Practices that describe road maintenance practices pursuant to NPDES permit No. 101315.

**DRAINAGE FACILITY MAINTENANCE:** Cleaning and repair of drainage facilities as described in Section I (B) to maintain stormwater flow and the general condition of the system.

Exhibit D

**EMERGENCY:** Events including snow and ice, wind storms, flooding, landslides and other natural or manmade incidents that require immediate action to protect people and property.

**HAZARDOUS SUBSTANCE:** Any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and shall include, without limitation, petroleum oil and its fractions.

**IMPROVEMENT:** Capital construction of new facilities, and upgrading or expanding existing facilities. Examples include, but are not limited to, construction of new roadways, overlays, reconstruction of failed roads, roadway widening, and expansion of drainage facilities.

**MAINTENANCE SERVICES:** Ordinary maintenance and repair work necessary to preserve the public infrastructure. When necessary, repairs by in-kind replacement of facilities will be made. Maintenance includes, Surface Maintenance, Drainage Facility Maintenance, Right of Way and Vegetation Maintenance, Traffic Aids Maintenance, and Emergency Response.

**PMAT IGA:** The **PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT AND SERVICES** is a multi-jurisdiction agreement signed by Multnomah County and the City of Gresham and other local governments. All work performed and the exchange of services on County and City roads, other than City Streets as defined above, will be in accordance with provisions of the PMAT-IGA.

**RIGHT-OF-WAY AND VEGETATION MAINTENANCE:** Maintenance as described in Section I (C) to maintain the general condition of the system and eliminate hazards caused by deteriorating conditions, drainage and vegetation problems.

**ROADWAY FACILITIES:** Public improvements associated with City Streets including but not limited to, pavement surface and subsurface, pavement markings, signs, shoulders, ditches, culverts, structures, storm sewers, manholes, sumps, and catch basins.

**SURFACE MAINTENANCE:** Maintenance of the pavement surface as described in Section I (A) to prevent surface distortions and avoid major reconstruction.

**TRAFFIC AIDS MAINTENANCE:** Installation and maintenance of traffic aids as described in Section I (D) to prevent driving hazards and maintain public safety.

**URGENT AND UNFORESEEN WORK:** Any work that is requested to be performed beyond the scope of this Agreement.

### **ARTICLE THREE: EXISTING MAINTENANCE AGREEMENTS**

#### **SECTION I: PMAT-IGA**

The **PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT AND SERVICES (PMAT-IGA)** is a multi-jurisdiction agreement, pursuant to the authority of ORS Chapter 190. The PMAT-IGA was signed by Multnomah County on August 15, 2002 and the City of Gresham on August 27, 2002, as well as other local public works agencies.

- A. All work performed and the exchange of services on County and City roads other than City Streets will be done in accordance with the PMAT-IGA.
- B. A separate cost accounting for work on roads other than those arterial roads transferred will be maintained by both agencies in accordance with the PMAT-IGA.

## **SECTION II: OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT**

The **OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT** is a multi-jurisdiction mutual aid agreement pursuant to the authority of ORS Chapters 190 and 401.480. Oregon Department of Transportation is the author of and maintains the agreement. Both County and City have signed the agreement, as well as other local public works agencies throughout the State of Oregon. The "parties to this agreement are responsible for construction and maintenance of public facilities such as roads, streets, highway, sewer, water and related systems during routine and emergency conditions;..."[page 1]. The language of the agreement focuses on providing mutual emergency aid between all signed parties.

### **ARTICLE FOUR: TERM OF AGREEMENT; TERMINATION**

The original term of this agreement shall be January 1, 2006 through December 31, 2009. City agrees to provide County notice on or before December 31, 2008 if City intends to terminate the agreement on December 31, 2009. If no such notice is given, this agreement shall thereafter continue year to year and may thereafter be terminated by either party upon written notice given to the other party not less than one year prior to the termination date.

### **ARTICLE FIVE: AGREEMENT**

## **SECTION I: COUNTY RESPONSIBILITIES**

Beginning January 1, 2006, the County shall provide the following Roadway Facility Maintenance Services on City Streets. The level of maintenance provided for each activity listed below will be defined in a separate service level agreement that shall be agreed upon by City and County Managers. The level of maintenance for January 1, 2006 to June 30, 2006 shall be substantially the same as the level of maintenance for July 1, 2005 to December 31, 2005. The level of maintenance for fiscal year 2006-2007 shall be agreed upon by April 15, 2006. Thereafter, the level of maintenance shall be agreed upon six-months prior to the effective date.

### **A. Surface Maintenance:**

1. **Asphalt Concrete Patching.** Based on need, as determined by the City through assessment of data from the City's pavement management system and in response to citizen complaints, the County will use asphalt concrete for general maintenance and

in preparation of pavement overlays.

2. **Asphalt Concrete Grinder Patching:** Based on need, as determined by the City through assessment of data from the City's pavement management system, the County will use grinder plug cutting and profiling to repair pavement distress and remove old asphalt build-up for general maintenance and in preparation of pavement overlays. The County will be the repository of all asphalt grindings collected on City Streets.
3. **Oil and Sealing:** Based on need, as determined by the City through assessment of data from the City's pavement management system, the County will perform surface treatment for general maintenance and in preparation of pavement overlays.
4. **Street Sweeping:** Curbed City Streets will be swept at a frequency consistent with County street sweeping standards. The County will be the repository of all sweeping materials collected on City Streets.

**B. Drainage Facility Maintenance:**

1. **Catch Basin Cleaning and Repair:** Clean and repair catch basins and laterals to County Standards.
2. **Culvert Cleaning and Repair:** Clean and repair culverts to County Standards.
3. **Ditch Cleaning:** Clean ditches to County Standards.
4. **Sump Cleaning:** Clean sumps and manholes to County Standards.
5. **Drainage Road Waste:** The City of Gresham will be the repository of all sump and catch basin materials and woody/leafy debris from ditches collected from drainage facilities associated with City Streets. All costs associated with the disposal processes will be the responsibility of the City. The County will be the repository for all dirt/sod/mud from reshaping or reworking ditches.

**C. Right-of-Way and Vegetation Maintenance:**

1. **Guardrail, Terminal, Barrier and Guard post:** Maintenance will be provided using County Standards.
2. **Curb, Median and Sidewalk:** Maintenance will be provided using County Standards.
3. **Shoulder Maintenance, Grading, Re-rocking and Pothole Repair:** Shoulder maintenance, grading, re-rocking and pothole repair will be provided on non-curbed City Streets.
4. **Graffiti, Litter, and Illegal Dump Site Removal:** The County will remove surface debris from the roadway that is a threat to public safety. Maintenance services will be provided using the County Standards. The County will be the repository for all litter and illegal dump site material.
5. **Roadside Vegetation:** Machine and hand cutting of roadside vegetation will be provided to prevent drainage and public safety problems.



6. **Herbicide Spraying:** Non-residual herbicides will be applied where appropriate. Spray records will be maintained and reported by County to Department of Agriculture, with copies supplied to the City.
7. **Vegetation Investigations:** The City will investigate complaints of vegetation that create sight distance problems and vegetation that block traffic control devices as notified. If work is required, City will notify County who will perform the work.
8. **Existing County Adopt-A-Road Permits:** The County will exchange contact information with the City of existing County Adopt-A-Road Program permit holders. Existing County Adopt-A-Road permits on City Streets will be assigned to City effective January 1, 2006. City will be responsible for notifying permit holders of the transfer of the program.
9. **Vegetation Materials:** The County will be the repository of all vegetation materials collected on City Streets.

**D. Traffic Aids Maintenance:**

1. **Pavement Markings:** Services shall be provided for maintenance of existing and future pavement markings. Pavement markings include center, turn and edge lines; stop lines, crosswalks, and legends. Pavement markings will be performed to County Standards.
2. **Signs:** Maintain signs and sign posts. Replacement of damaged and missing signs and signposts will be performed to County Standards.
3. **Other Traffic Control Devices.** Maintain other traffic control devices. Replacement of damaged and missing items will be performed to County Standards.
4. Traffic Aids does not include signals, which are addressed in a separate agreement.

**E. Emergency Response:** The County will respond to all Emergencies including snow and ice, windstorms, flooding, landslides and other natural or manmade incidents. Emergencies that would normally be responded to by County crews on County streets, such as landslides, downed trees, snow and ice treatments, and flooding, will be responded to if they occur on City Streets. All work done in response to Emergencies will be performed by the County according to County Standards. If the County determines that outside assistance is needed to respond to the event, the County will notify the City and the parties will promptly confer to determine how to respond to the event. The County will provide services related to Emergencies as specified below:

1. **Responding 24/7:** The County will maintain 24-hour capability for response to Emergencies. The County shall respond to Emergencies on City Streets in accordance with the priorities in place for responding to emergencies on roads under County jurisdiction as of December 31, 2005.
2. **911/ Emergency Contact:** The City will be the first contact point for 911 and other emergency calls related to incidents on City Streets. The City may elect to contact County to aid in responding to Emergency events.

3. **Hazardous Substance Spills and Incident Response:** In the event a Hazardous Substance spill occurs on a City Street, if the County is the first responder to the spill it will notify 911 to be sure that City has been notified of the spill. The County will provide traffic control until the City arrives to clean up the spill. County shall have no responsibility for clean-up, transportation or disposal of hazardous substances.
  4. **Landslides and Trees:** The County will move or remove landslide debris and trees and other vegetation that fall onto the right-of-way to maintain traffic movement and keep drainage facilities operational. The City of Gresham will be the repository of all such landslide debris and trees and vegetation.
  5. **Plowing, Sanding, and Anti Icing Materials:** The County will provide plowing, sanding and anti-icing materials to maintain traffic movement. The County will clean up sanding materials from snow routes. The parties will agree on the disposition of the sanding material collected from snow routes.
  6. **Disposal of Hazardous Substances:** Hazardous Substances or material suspected of being a hazardous substance will be disposed of by City in accordance with all applicable environmental regulations. All costs associated with hazardous substance disposal will be the responsibility of the City.
- F. **Urgent Work/Unforeseen Work:** The City may request that the County perform urgent or and unforeseen work which is not otherwise described in this agreement. Any such work shall be performed by County only upon request by the City.
- G. **Environmental Compliance:** All Maintenance Services shall be provided in a manner consistent with the County Stormwater Management Plan and other environmental standards that pertain to County and City maintenance activities, including but not limited to the "Routine Road Maintenance Standards pursuant to limit 10(i) under the 4(d) rule of the federal Endangered Species Act when adopted and, after adoption, as may be subsequently amended.

## **SECTION II: CITY RESPONSIBILITIES**

### **A. Coordination of Operational Changes and Improvements:**

1. The City will notify County of proposed traffic operational changes and roadway improvements.
2. The City will notify the County of changes to the City Streets that are constructed as part of subdivision construction and local improvements.
3. When making operational changes and roadway improvements, the City will notify the County prior to making physical improvements.

### **B. Public Inquiries:**

1. The City will maintain a one-call number for public inquiries regarding general roadway maintenance and pavement hazards. City will notify County of inquiries regarding City

Streets that relate to work to be performed under this agreement. After notification, County will investigate. If the investigation reveals that work needs to be done that is covered by this agreement, County will perform the work. If the investigation reveals that a condition exists that is not related to work to be done under this agreement, County will inform City.

2. City will be notified by the **Oregon Utility Notification Center** when locates are required for a project. City may request that County perform necessary locates.
- C. **Accident Information:** The City will provide County with accident and responsible party information to aid the County in pursuing claims.
- D. **Code Enforcement:** The City will be responsible for monitoring conditions on private property that affect City Streets and for notification of property owners regarding enforcement of code violations, whether on private property or in the public right of way.
- E. **Easements:** The City will secure at City expense an additional easement or temporary easement when the City determines that an existing easement is insufficient for proper drainage facility maintenance. If the County believes that an existing easement is insufficient for proper drainage facility maintenance, County shall notify the City.
- F. **Vegetation:** If correction of a vegetation problem requires major pruning or removal of vegetation on private property, the City will notify the property owner. County will enter private property to prune or remove the vegetation only upon request from the City after the City provides evidence to the County that the City has the right to enter the property for this purpose.
- G. **Emergency Response:** When the County advises City that outside assistance is needed to respond to an Emergency, the City will promptly confer with the County to determine how to respond to the event.

### SECTION III: REPORTING

The County shall submit the following reports to the City:

- A. **Financial and Performance Reports** will be submitted to the City quarterly to document costs and work accomplishments. Financial and Maintenance reports shall show work done related to Surface Maintenance, Drainage Facility Maintenance, Right-of-Way and Vegetation Maintenance, Traffic Aids Maintenance, Emergency Services, Urgent and Unforeseen Work.
- B. **Road Maintenance Reporting:** The County's Road Maintenance activity reports shall be supplied quarterly to the City. The County shall generate such reports by providing data related to the performance of road maintenance best management practices to support City's environmental compliance reporting, including annual reporting.

- C. **DEQ/EPA Compliance Reporting:** The County will provide information required to comply with City NPDES permits and state and federal rules, in time for inclusion in required reports. Normally, this will be on an annual basis, to cover July 1 through June 30 of a given year. County staff will also report the status of data collection at the midpoint of each compliance year, and will provide information as needed to fulfill other regulatory requirements.

#### SECTION IV: SERVICE AGREEMENT MANAGEMENT

- A. The County managers for this agreement shall be:

1. **Administrative Issues:** Transportation Support Services Manager. Administrative issues include tracking of costs, and coordinating the delivery of reports and documentation to the City.
2. **Operational Issues:** Road Maintenance Manager. Operation issues include day-to-day provision of roadway facility services.

- B. The City managers for this agreement shall be:

1. **Administrative Issues:** Transportation Division Manager and the Stormwater Division Manager. Administrative issues include service level negotiation, defining City reporting needs, and communicating City requirements.
2. **Operational Issues:** Transportation and Stormwater Superintendents. Operation issues include day-to-day provision of roadway facility services.

- C. **Changes in Management Responsibilities.** Each party shall notify the other in writing of all changes management responsibilities.

- D. **Policy and Code Differences:** It is understood that County and City policy and code differences, may, from time to time, preclude the County from responding to all maintenance and Emergencies in the same manner that the City would if it were providing services directly. In those instances, the City and County managers responsible for operational issues under this agreement shall work together to determine which party will respond and how.

#### SECTION V: LIMIT ON SERVICE TO BE PROVIDED

- A. **DOLLAR LIMIT.** The services to be provided under this agreement shall be limited as follows:

1. The value of the services to be provided to the City on a time and materials basis as provided above for the period January 1, 2006 to June 30, 2006 shall be \$1,127,000 less the amounts spent between July 1, 2005 and December 31, 2005.

2. The value of services to be provided commencing July 1, 2006 and thereafter shall be the sum of \$1,127,000 adjusted to reflect the increase or decrease from the previous year in the total of the county gas tax, state gas tax and motor vehicle registration fee shared revenue, excluding increases in the County gas tax after the effective date of this agreement authorized by the Board for a specific project or use and not for the benefit of County roads generally. The value of services for subsequent years shall be similarly adjusted.
3. The intent of the parties in calculating the amount paid under Section 4.1.3 of the Transfer Agreement is that the level of service to maintain County Roads during the three-year annual average period was substantially similar to the level of service that will be provided by the County in the first year of this Maintenance Agreement. The parties agree that in subsequent years, the level of service will vary depending on adjustments to revenue under section 4.5, labor and material cost increases, weather events and other factors beyond the control of the parties.

**B. SERVICES LESS THAN THE DOLLAR LIMIT; SERVICES IN EXCESS OF THE DOLLAR LIMIT**

1. If the County provides services to the City in any fiscal year that are less than the dollar limit provided for in this section, County shall consult with the City regarding the difference to discuss provision of additional services or payment of the difference, at the option of the City.
2. In the event services provided in any fiscal year meet the dollar limit provided for in this section prior to the end of the fiscal year, County shall consult with City to determine discuss delivery of additional services. Any additional services in excess of the dollar limit shall only be provided if there is a written agreement between the parties for provision of such services which provides for a description of the services to be provided and a provision for payment for such services by City.

**SECTION VI: BILLING STATEMENTS**

- A. County will invoice City on a time and materials basis for maintenance services performed not more than 30 days after the end of each quarter of the fiscal year. City will pay County within 30 days of receipt of the invoice.
- B. The City may, at any time, investigate any report submitted pursuant to Section III above and determine the accuracy of the report or an amount billed. The County shall make available for investigation, at no cost to City, all records, including historical records and books of the County relating to performance of this Agreement necessary for verification of a report. Such investigation may be done by the City or any person selected by the City. Neither payment of a billing nor a failure to make an investigation shall be deemed to prevent subsequent investigation by the City.

## SECTION VII: GENERAL PROVISIONS

- A. All notices and other communications to the parties under this IGA must be in writing, and shall be addressed respectively as follows:

City of Gresham  
Attention: Transportation Division Manager  
Department of Environmental Services  
1333 NW Eastman Parkway  
Gresham, OR 97030

Multnomah County  
Attention: Transportation Support Services Manager  
Department of Community Services  
1620 SE 190<sup>th</sup> Ave.  
Portland, OR 97233

All payments shall be addressed as follows:

Multnomah County  
Attention: Transportation Support Services Manager  
Department of Community Services  
1620 SE 190<sup>th</sup> Ave.  
Portland, OR 97233

All notices shall be given (i) by personal delivery to the party, (ii) certified or registered mail, return receipt requested, or (iii) by electronic communication followed immediately by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery, (b) if by certified or registered mail on the date delivered to the United States Postal Service as shown on the receipt; and (c) if by electronic communication, on the date the confirmation is delivered to the United States Postal Service as shown on the actual receipt. A party may change its address from time to time by notice to the other party.

- B. The failure of a party to insist on the strict performance of any provision of this IGA or to exercise any right, power or remedy upon a breach of any provision of this IGA shall not constitute a waiver of any provision of this IGA or limit the party's right thereafter to enforce any provision or exercise any right.
- C. No modification of this IGA shall be valid unless made in writing and duly executed by the parties.
- D. The parties agree that in construing this IGA no covenants shall be implied between the parties except the covenants of good faith and fair dealing.

- E. This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- F. Each party shall take from time to time, for no additional consideration, such actions and execute such instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this IGA.
- G. Each and every power and remedy specifically given to the non-defaulting parties shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this IGA shall impair such power or remedy or shall be construed to be a waiver of any default.
- H. The provisions of this IGA shall survive its termination to the full extent necessary for their enforcement and the protection of the party in whose favor they run.
- I. This IGA shall bind and inure to the benefit of the parties and their successors and assigns.
- J. A material consideration of the parties entering into this IGA is that parties will make all payments as and when due and will perform all other obligations under this IGA in a timely manner. Time is of the essence of each and every provision of this IGA.
- K. This IGA may be executed in counterparts, all of which taken together shall constitute a single Agreement.
- L. This IGA shall not be construed to create a partnership between the parties or to authorize any party to act as agent for any other party or parties except as expressly provided in this IGA.
- M. This IGA, including all attached exhibits, contains the entire and final understanding of the parties relating to the transfer and maintenance of roads and associated drainage facilities. . This IGA may only be amended by the mutual agreement of the parties.
- N. In the event a dispute arises concerning this Agreement, the City and the County agree that the dispute shall initially be referred to the City Manager and County Chief Financial Officer, or their designees. If negotiation does not resolve the dispute, the City and County agree that the dispute shall be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within 10 days of written notice by either party to the other requesting mediation, then each party shall appoint a representative who has been qualified as a mediator in Oregon. The representatives shall choose a mediator who shall serve as the mediator in the dispute.

O. The parties recognize that this Agreement may not address all details that might arise in during the term of this agreement. Each party shall negotiate in good faith such additional details and all additional agreements shall be memorialized in writing.

MULTNOMAH COUNTY, OREGON

CITY OF GRESHAM

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: Mayor

By \_\_\_\_\_

Title: City Manager

Reviewed:

Approved as to form:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

John Thomas  
Deputy County Attorney

\_\_\_\_\_  
Gresham City Attorney's Office



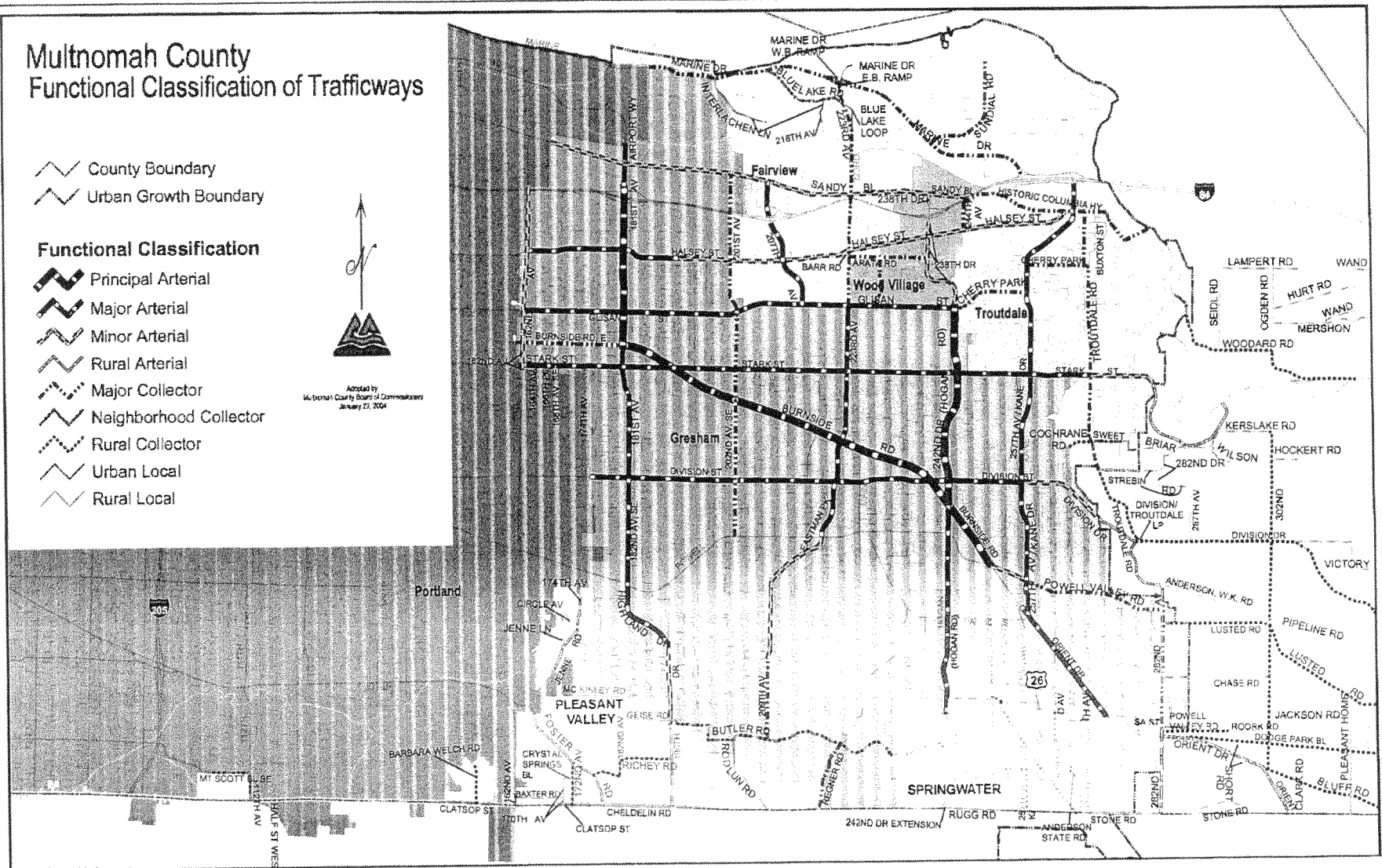
# Multnomah County Functional Classification of Trafficways

- County Boundary
- Urban Growth Boundary

## Functional Classification

- Principal Arterial
- Major Arterial
- Minor Arterial
- Rural Arterial
- Major Collector
- Neighborhood Collector
- Rural Collector
- Urban Local
- Rural Local

Adopted by  
Multnomah County Board of Commissioners  
January 27, 2004



# **INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF GRESHAM FOR TRAFFIC SIGNAL SERVICES AND ELECTRICAL MAINTENANCE**

This Intergovernmental Agreement ("Agreement") is made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County ("County") and the City of Gresham ("City"). This agreement shall be henceforth referred to as the "2005 COUNTY/ GRESHAM SIGNAL MAINTENANCE IGA". Contemporaneous with this agreement, the parties are entering into an Intergovernmental Agreement to transfer certain County Roads from Multnomah County to the City of Gresham.

## **PURPOSE**

The general purposes of this agreement are to:

1. Provide for the maintenance, operations and emergency response for County traffic signals, including flashers and other electrical traffic control devises, and streetlights referred to in this Agreement.
2. Provide for the maintenance, operations and emergency response for traffic signals at intersections where a split jurisdiction ownership exists.
3. Provide for placement, construction or improvement of traffic signals on streets where split jurisdiction exists.
4. Provide for the obligations of the County and City.
5. Provide payment for services provided by the City.

## **RECITALS**

1. The County is transferring jurisdiction and control of all County roads and traffic signals, within the Gresham city limits, to the City, effective January 1, 2006; and
2. After the transfer, the County will be responsible for maintenance of certain traffic signals and street lights outside the Gresham city limits; and
3. The City and County find that a rational and efficient method for traffic signal and street light operation and maintenance and emergency response is for the City to provide the services to be provided under this agreement; and
4. The transfer of some of the roads from the County to the City will result in traffic signals being spilt among two or more jurisdictional boundaries; and
5. ORS 190.010 and 190.030 provide for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities by one unit of local government for another; and

Exhibit F

6. The County is, contemporaneously with this agreement, entering into an agreement to transfer the roads, and a separate agreement for the County to maintain the transferred roads ("Maintenance IGA").

## **AGREEMENT**

### **A. Term**

The original term of this agreement shall be January 1, 2006 through December 31, 2010. This agreement shall become operative, and the obligations of the parties to perform under this agreement shall commence as determined by a written amendment to this agreement executed by the Chair and the City Manager or their respective designees.. City and County each agree to provide notice to the other on or before December 31, 2009 of intent to terminate this agreement on December 31, 2010. If no such notice is given, this agreement shall thereafter continue year to year and may thereafter be terminated by either party upon written notice given to the other party not less than one year prior to the anniversary date.

### **B. City Obligations**

1. City shall be responsible for all traffic signal operations including timing and communications for the signals listed on Exhibits A and B. City shall further be responsible for signal maintenance and repair for the signals listed on Exhibits A and B and shall at all times keep such signals in good working order. Operation and Maintenance under this Agreement shall be done in accordance with the Manual of Uniform Traffic Control Devices as adopted by the Oregon Transportation Commission.
2. City shall provide power for the signals listed in Exhibit A and shall bill County for the cost for power to each such signal in the proportion to County responsibility for each signal as shown on Exhibit A. County shall provide power for the signals listed on Exhibit B.
3. Maintenance of the vehicle detector loops will be done by the City. Maintenance of the pavement around the vehicle detector loops in the City will be done by the County under the Maintenance Agreement while that agreement is in effect. Maintenance of the pavement around the vehicle detector loops outside of the City will be done by the County.
4. The City and County will confer and agree to timing and operation of traffic signals listed on Exhibits A and B.
5. The City shall respond to all emergencies related to traffic signals and streetlights covered by this agreement upon request from the County or 9-1-1 call center not later than 24 hours after receipt of the request.
6. City will only use licensed electricians for all electrical and signal work done under this agreement.

7. The City shall provide One-Call locates for all signalized split jurisdiction intersections, all county intersections and all street lights covered by this agreement as requested.
8. The City will provide electrical maintenance to the County for 8 decorative turn-out lights on Stark Street and, to the Mid-County Lighting District for 28 decorative street lights in the City of Troutdale in accordance with a maintenance schedule agreed to by the parties or as requested by County and to the City of Maywood Park for street/bike path lighting.
9. The City has the right to contract out any maintenance function for which the City does not possess the equipment or expertise to perform after receiving the County's approval, which shall not be unreasonably withheld.
10. For each capital project proposed to be constructed by the County, City will provide up to 8 hours of consultation with City's electricians assigned to perform work under this Agreement to assist in the design of the project. Such consultation shall be at no charge to the County.
11. City shall provide other electrical services within a reasonable period of time from a County request.
12. All services provided by City under this agreement shall be billed on a time and materials basis. City will provide a detailed statement of work performed and for each task the cost of the work. Billing for work associated with signals listed in Exhibit A shall be in proportion to County responsibility for each signal as shown on Exhibit A. City will invoice City not more than 30 days after the end of each quarter of the fiscal year.
13. The County may, at any time, investigate any bill for work performed and determine the accuracy of the report or an amount billed. The City shall make available for investigation, at no cost to County, all records, including historical records and books of the City relating to performance of this Agreement necessary for verification of a report. Such investigation may be done by the County or any person selected by the County. Neither payment of a billing nor a failure to make an investigation shall be deemed to prevent subsequent investigation by the County.

#### **County Obligations**

1. The County shall pay the cost for power to each signal as shown on Exhibit A in the proportion to County responsibility for each signal. The County shall pay the power cost related to the signals listed in Exhibit B. County shall also pay or cause to be paid the power costs associated with the streetlights covered by this agreement.
2. The County shall pay City within thirty (30) days after receipt of an invoice from the City.

3. The County agrees to allow the City the right to enter onto and occupy County right-of-way for the construction, installation, and maintenance of traffic signal and street light equipment.
4. To the extent it becomes necessary to obtain the right for City to enter upon private property to perform work described in this Agreement, County shall be responsible for obtaining such rights as are necessary for City to do the work.

#### **General Provisions**

1. Responsibility for damages to a traffic signal, other electrical traffic control device or street light shall be as follows:
  - a. City shall provide information concerning repair costs associated with damage to a County signal, or a streetlight covered by this agreement.
  - b. Damage caused by a contractor of either the City or County shall be billed to the party who hired the contractor. Damages to signals listed on Exhibit A resulting from third party traffic accidents will be collected by the City. City will apply the amounts collected to repair of the damage and shall not bill County for any such amounts so collected and applied. Amounts not collected shall be paid by the County in the proportion to County responsibility for each signal as shown on Exhibit A. Damages to signals listed on Exhibit B resulting from third party traffic accidents will be collected by the County. Amounts not collected shall be paid by the County.
2. County shall provide City access to the County's information technology infrastructure that serves signal operations and electronic communication for staff ("Signal IT Infrastructure"). City and County agree to transfer control of the Signal IT Infrastructure from County to City not more than 12 months from the date of this Agreement and to use best efforts to accomplish the transfer within that time. County will maintain the Signal IT Infrastructure until transfer to the City is accomplished. Each party will pay its own costs associated with the work required to accomplish the transfer.
3. County will transfer to City all software and hardware necessary for operation of school flashers.
4. Any additional traffic signals added after this agreement will be added to Exhibit A or Exhibit B depending on location, with a percentage of responsibility allocated between the parties based on the roads coming into the intersection. Signals may be deleted from this agreement by agreement of the parties. Amendments to this agreement under this paragraph may be done by written agreement executed by the Chair and the City Manager or their respective designees.

5. Each party shall designate an employee responsible for administration of this Agreement.
6. City and County will meet quarterly to discuss signal operations and maintenance services and future road projects.
7. County currently pays for power for certain signals that are the subject of this Agreement under agreements with the Oregon Department of Transportation (ODOT) and Portland General Electric (PGE) Until such time as these agreements are assigned to Gresham, County shall continue to pay for power under these agreements and shall receive an appropriate credit for such payments.
8. County shall have access to such books, documents, papers, and records of City as are necessary for the purpose of making copies or performing an audit. Any copies provided or any audit shall be at the sole cost of the County.

#### **ADDITIONAL PROVISIONS**

- A. All notices and other communications to the parties under this IGA must be in writing, and shall be addressed respectively as follows:

City of Gresham  
Attention: Transportation Division Manager  
Department of Environmental Services  
1333 NW Eastman Parkway  
Gresham, OR 97030

Multnomah County  
Attention: Transportation Support Services Manager  
Department of Community Services  
1620 SE 190<sup>th</sup> Ave.  
Portland, OR 97233

All payments shall be addressed as follows:

City of Gresham  
Attn: Financial Services Division Manager  
Finance and Management Services Dept  
1333 NW Eastman Parkway  
Gresham, OR 97030

All notices shall be given (i) by personal delivery to the party, (ii) certified or registered mail, return receipt requested, or (iii) by electronic communication followed immediately by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery, (b) if by certified or registered mail on the date delivered to the United States Postal Service as shown on the

receipt; and (c) if by electronic communication, on the date the confirmation is delivered to the United States Postal Service as shown on the actual receipt. A party may change its address from time to time by notice to the other party.

- B. The failure of a party to insist on the strict performance of any provision of this IGA or to exercise any right, power or remedy upon a breach of any provision of this IGA shall not constitute a waiver of any provision of this IGA or limit the party's right thereafter to enforce any provision or exercise any right.
- C. No modification of this IGA shall be valid unless made in writing and duly executed by the parties.
- D. The parties agree that in construing this IGA no covenants shall be implied between the parties except the covenants of good faith and fair dealing.
- E. This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- F. Each party shall take from time to time, for no additional consideration, such actions and execute such instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this IGA.
- G. Each and every power and remedy specifically given to the non-defaulting parties shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this IGA shall impair such power or remedy or shall be construed to be a waiver of any default.
- H. The provisions of this IGA shall survive its termination to the full extent necessary for their enforcement and the protection of the party in whose favor they run.
- I. This IGA shall bind and inure to the benefit of the parties and their successors and assigns.
- J. A material consideration of the parties entering into this IGA is that parties will make all payments as and when due and will perform all other obligations under this IGA in a timely manner. Time is of the essence of each and every provision of this IGA.
- K. This IGA may be executed in counterparts, all of which taken together shall constitute a single Agreement.

- L. This IGA shall not be construed to create a partnership between the parties or to authorize any party to act as agent for any other party or parties except as expressly provided in this IGA.
- M. This IGA, including all attached exhibits, contains the entire and final understanding of the parties relating to the transfer and maintenance of roads and associated drainage facilities. This IGA may only be amended by the mutual agreement of the parties.
- N. In the event a dispute arises concerning this Agreement, the City and the County agree that the dispute shall initially be referred to the City Manager and County Chief Financial Officer, or their designees. If negotiation does not resolve the dispute, the City and County agree that the dispute shall be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within 10 days of written notice by either party to the other requesting mediation, then each party shall appoint a representative who has been qualified as a mediator in Oregon. The representatives shall choose a mediator who shall serve as the mediator in the dispute.
- O. The parties recognize that this Agreement may not address all details that might arise in during the term of this agreement. Each party shall negotiate in good faith such additional details and all additional agreements shall be memorialized in writing.

MULTNOMAH COUNTY

CITY OF GRESHAM

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: Mayor

By \_\_\_\_\_

Title: City Manager

Reviewed:

Approved as to form:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

John Thomas  
Deputy County Attorney

\_\_\_\_\_  
Gresham City Attorney's Office



## EXHIBIT A

SPLIT JURISDICTION SIGNALS & FLASHERS		City Share	County Share
1	Halsey Street & 201st Avenue	50%	50%
2	Stark St & 248th/Mount Hood Hospital	50%	50%
3	Stark St & Hale	50%	50%
4	Stark Street & 257th Avenue	25%	75%
5	Glisan St & 223rd/Fairview Ave	50%	50%
6	Glisan Street & 207th Avenue	50%	50%
7	Glisan Street & LSI	50%	50%
8	Glisan Street & Wood Village Blvd	50%	50%
9	Glisan Street & 242nd Avenue	25%	75%

## EXHIBIT B

	COUNTY INTERSECTIONS	County Share
1	257th Avenue & 257th Way	100%
2	257th Avenue & Cherry Park North	100%
3	257th Avenue & Columbia Highway	100%
4	Buxton Road & Cherry Park	100%
5	Stark Street & Evans Street	100%
6	Stark Street & Troutdale Road	100%
7	SW Cherry Prk & SW Sturges Ln	100%
8	Troutdale & Cochrane	100%
9	Halsey & 7 <sup>th</sup>	100%
10	Halsey St & 223rd/Fairview Ave	100%
11	Halsey Street & 207 <sup>th</sup>	100%
12	223rd at Park Lane / Mult Kennel Club	100%
13	238th Avenue & Arata Road	100%
14	257th Avenue & Cherry Park South	100%
15	Halsey Street & 238th Drive	100%
16	Sandy Blvd @ 238th Ave	100%
17	Orient Drive & 282nd Avenue	100%
18	Sandy Blvd @ 207 <sup>th</sup> Ave	100%
19	Sandy Blvd @ 223 <sup>rd</sup> Ave	100%
	COUNTY FLASHERS	
1	Division & 302nd Avenue	100%
2	Division Street & Troutdale Rd	100%
3	Dodge Park & 302nd Avenue	100%
4	Hogan Road & Rugg Road	100%
5	Hurlburt Rd @ Evans	100%
6	Lusted Road & 302nd Avenue	100%
7	282nd Avenue & Stone Road	100%
8	Glisan at Woodland School in Fairview (school flasher)	100%

**LEASE AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE  
CITY OF GRESHAM FOR TRAFFIC SIGNAL AND ELECTRICAL  
MAINTENANCE FACILITIES**

Date: December 31, 2005

Between: Multnomah County, Oregon ("Landlord")  
Facilities and Property Management  
Attn: Asset Management-Leases  
401 N. Dixon Street  
Portland, OR 97227  
Phone: 503-988-3322  
FAX: 503-988-5082

And: City of Gresham ("Tenant")  
Transportation Manager  
1333 NW Eastman Parkway  
Gresham, OR 97030  
Phone: 503-618-2402  
FAX: 503-665-6825

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately 3006 square feet of usable space, as shown in Exhibit "A" of this Lease, in the building known as the John B Yeon Facility, located at 1620 SE 190th Avenue, Portland, Oregon.

**Section 1. Occupancy**

**1.1 Original Term.** The term of this lease shall commence upon further agreement by the parties as of the date that the Signal Maintenance Agreement becomes operative and continue through June 30, 2007, unless sooner terminated as hereinafter provided.

**1.2 Possession.** Tenant's right to possession and obligations under the lease shall commence on upon further agreement by the parties as of the date that the Signal Maintenance Agreement (Exhibit F) becomes operative.

**1.3 Renewal Option.** If the lease is not in default at the time this option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for an additional term of one (1) year, as follows:

(1) The renewal term shall commence on the day following expiration of the original term.

(2) The option may be exercised by written notice to Landlord given not less than ninety (90) days prior to the last day of the original term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term.

## **Section 2. Rent**

**2.1 Rent.** During the original term, Tenant shall pay to Landlord as rent the sum of \$1,946.32 per month. Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord. Rent is based upon the internal charges Landlord assesses its program users and Rent hereunder shall be adjusted when such charges are adjusted effective with Landlord's fiscal year, commencing July 1. Tenant hereby acknowledges Landlord's representation that Rent currently assessed is below cost and may be adjusted in future periods. The estimated rent for fiscal year 2006-2007 is \$2,341.63 per month. Landlord shall provide Tenant notice of any adjustment in the Rent and within 30 days of receiving such notice, Tenant shall have the right to terminate this agreement with at least 90 days written notice.

**2.2 Additional Rent.** Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

## **Section 3. Use of the Premises**

**3.1 Permitted Use.** The Premises shall be used for operation of a road maintenance unit serving the City of Gresham, including but not limited to uses related to maintaining traffic signals, pursuant to the Roads Transfer Agreement dated December 15, 2005, and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

**3.2 Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

**3.3 Hazardous Substances.** Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**3.4 Parking.** Tenant's employees shall have the non-exclusive use of parking spaces in the parking lots at the structure in which the Premises are located. No overnight parking for the signal trucks is permitted.

#### **Section 4. Repairs and Maintenance**

**4.1 Maintenance and Repair of Premises.** Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance, replacing

dead, damaged or diseased plant materials when Landlord determines the necessity to do so. Carpets shall be repaired and replaced as determined necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes. Landlord shall be given a reasonable time period to complete repairs necessitated under this section. Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by tenant or if landlord fails to commence efforts to remedy the problem in a reasonable time and manner.

(2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises broom clean and in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

**4.2 Tenant's Obligations.** The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the premises which Landlord is not required to make under Section 4.1.

**4.3 Landlord's Interference with Tenant.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

**4.4 Inspection of Premises.** Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

**Section 5. Alterations**

**5.1 Alterations Prohibited.** Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanship like manner, and in compliance with applicable laws

and building codes. Requests for alterations shall be made to Landlord in writing from Tenant. Landlord will perform such alterations at Tenant's expense.

**5.2 Alterations Required.** No improvements or alterations are required prior to Tenants right to possession.

**5.3 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

## **Section 6. Insurance**

**6.1 Insurance Required.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

**6.2 Liability Insurance.** Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$1,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 10.2, and shall name Landlord as an additional insured.

**6.3 Insurance Documentation; Self-insurance.** Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property. If Tenant is self-insured for liability, in lieu of providing the insurance required by paragraph 6.2, Tenant shall provide a letter to Landlord stating that fact.

**6.4 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect

coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

## **Section 7. Taxes**

**7.1 Property Taxes.** Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord.

**7.2 Special Assessments.** If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

**7.3 Contest of Taxes.** Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

**7.4 Proration of Taxes.** Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

**7.5 Exemption from Real Property Taxes.** Tenant is a public Body and is eligible for real property tax exemption as provided for by ORS 307.112, and will apply for said exemption. The rent payable by Tenant under terms of the lease agreement has been established to reflect the savings resulting from the exemption from taxation. If the leased premises become subject to a local property tax lien during the term of this lease and Tenant fails to discharge any such lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

## **Section 8. Services and Utilities.**

**8.1 Landlord and Tenant Responsibilities.** Landlord will cause, at its sole expense, the following utilities and services to be furnished to the Premises: Water; Sewer; Stormwater; Electricity; Gas; Trash Removal; Janitorial Service; Janitorial Supplies; Window Washing (Exterior); Window Washing (Interior); and, Snow and Ice Removal.



**8.2 Recycling Materials.** Landlord shall support the policy for recycling materials as provided in ORS 279.560 to the extent possible by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available.

## **Section 9. Damage and Destruction**

**9.1 Partial Damage.** If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

**9.2 Destruction.** If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds twenty-five percent (25%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

**9.3 Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

**9.4 Damage Late in Term.** If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

## **Section 10. Liability and Indemnity**

### **10.1 Liens**

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord

and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**10.2 Indemnification.** Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

**10.3 Oregon Tort Claims Act.** Any covenant herein by the Tenant to defend, indemnify or hold harmless the Landlord, or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.270.

## **Section 11. Quiet Enjoyment; Mortgage Priority**

### **11.1 Landlord's Warranties.**

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord affirms that the Premises, including any common areas within the real property in which the Premises are situated, complied with all applicable regulatory and building codes requirements at the date of construction. Landlord is currently upgrading Premises to meet the requirements of the Americans With Disabilities Act (ADA) of 1990 and provides for accessible parking for the disabled in compliance with ORS 447.233.

## **Section 12. Assignment and Subletting**

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent

to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

### **Section 13. Default**

The following shall be events of default:

**13.1 Default in Rent.** Failure of Tenant to pay any rent or other charge within 10 days after written notice that it is due.

**13.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**13.3 Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

### **Section 14. Remedies on Default.**

In the event of default by tenant, the Lease maybe terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

### **Section 15. Surrender at Expiration**

**15.1 Condition of Premises.** Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

## **15.2 Fixtures**

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

## **15.3 Holdover**

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and rental rate, which Landlord may increase commensurate with increases in operating and maintenance expenses for the Premises. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## **Section 16. Miscellaneous**

**16.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**16.2 Attorney Fees.** If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such

sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

**16.3 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**16.4 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**16.5 Entry for Inspection.** Landlord shall, subject to the provisions of paragraph 4.3, have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

**16.6 Interest on Rent and Other Charges.** Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of ten percent (10%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

**16.7 Proration of Rent.** In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

**16.8 Time of Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

**16.9 Early Termination.** Landlord or Tenant may terminate this Lease for any reason with minimum ninety (90) day written notice to the other.

TENANT:

City of Gresham, Oregon

LANDLORD:

Multnomah County, Oregon

\_\_\_\_\_  
By: Mayor

\_\_\_\_\_  
By: Diane M. Linn, County Chair

\_\_\_\_\_  
By: City Manager

Reviewed By:



Date \_\_\_\_\_

\_\_\_\_\_  
John S. Thomas  
Deputy County Attorney for Multnomah County










Approved as to Form

\_\_\_\_\_  
Gresham City Attorney's Office

# Multnomah County Functional Classification of Trafficways

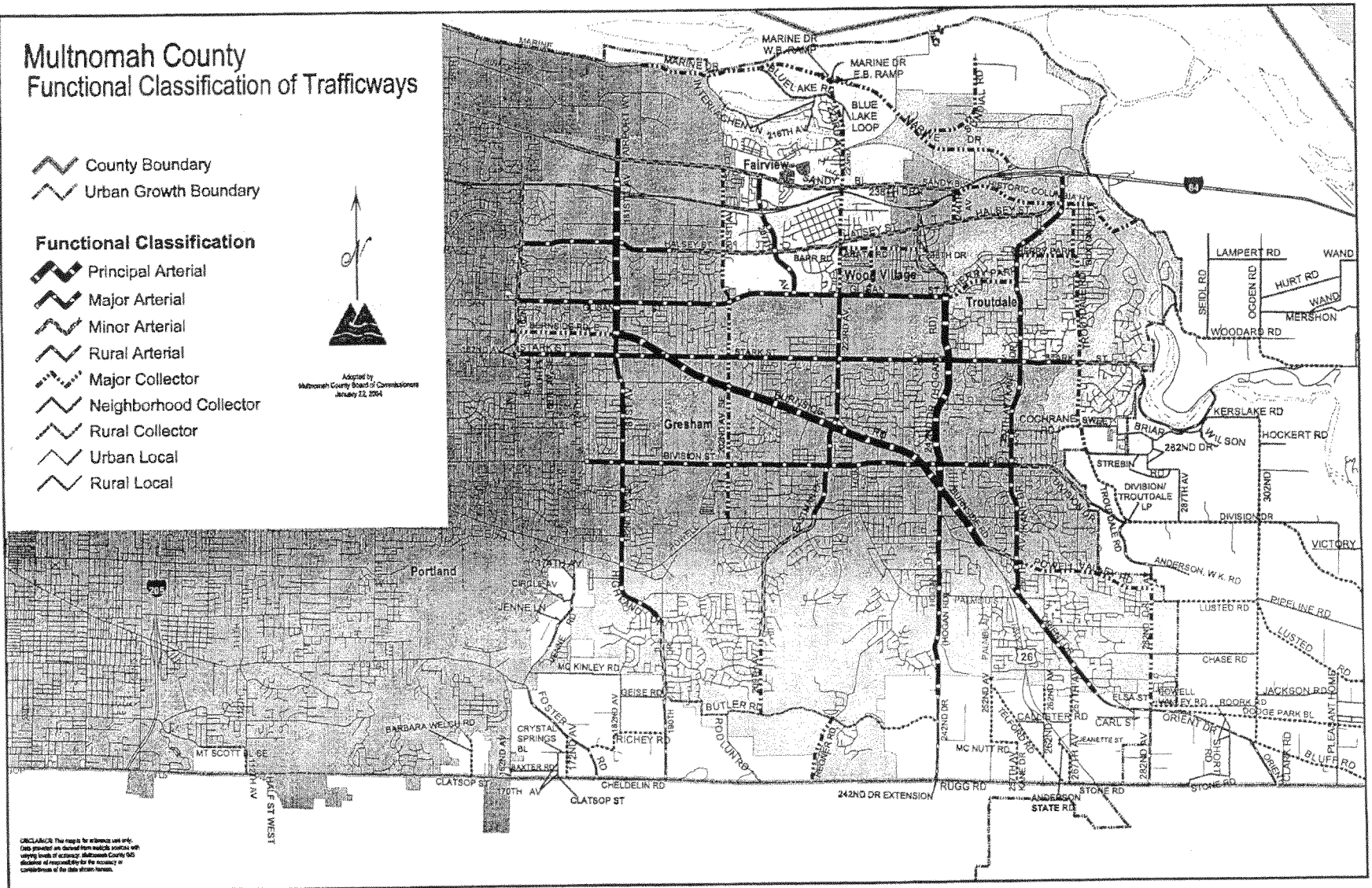
-  County Boundary
-  Urban Growth Boundary

## Functional Classification

-  Principal Arterial
-  Major Arterial
-  Minor Arterial
-  Rural Arterial
-  Major Collector
-  Neighborhood Collector
-  Rural Collector
-  Urban Local
-  Rural Local



Adopted by  
Multnomah County Board of Commissioners  
January 22, 2004

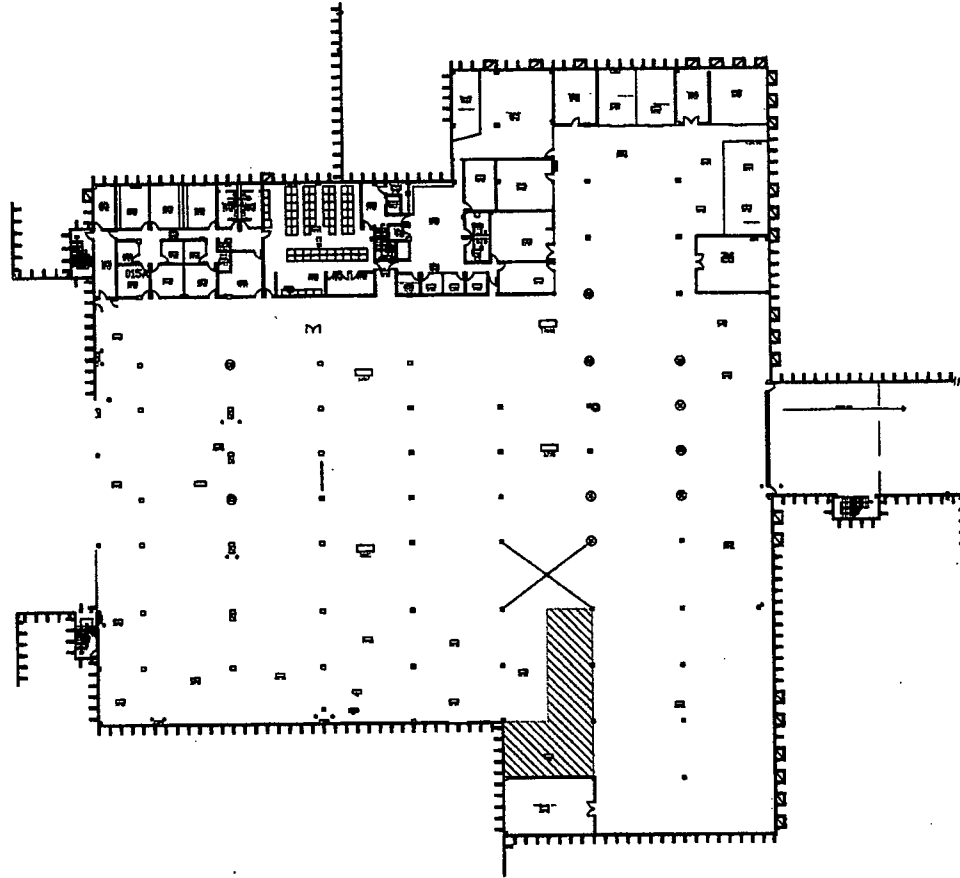


DISCLAIMER: This map is for reference use only.  
Data provided are derived from multiple sources with  
varying levels of accuracy. Multnomah County GIS  
disclaims all responsibility for the accuracy or  
completeness of the data shown herein.

Exhibit A  
Page 1

John B Yeon Facility - 425  
1620 SE 190th Avenue  
Portland, Oregon 97233

Premises 



Basement

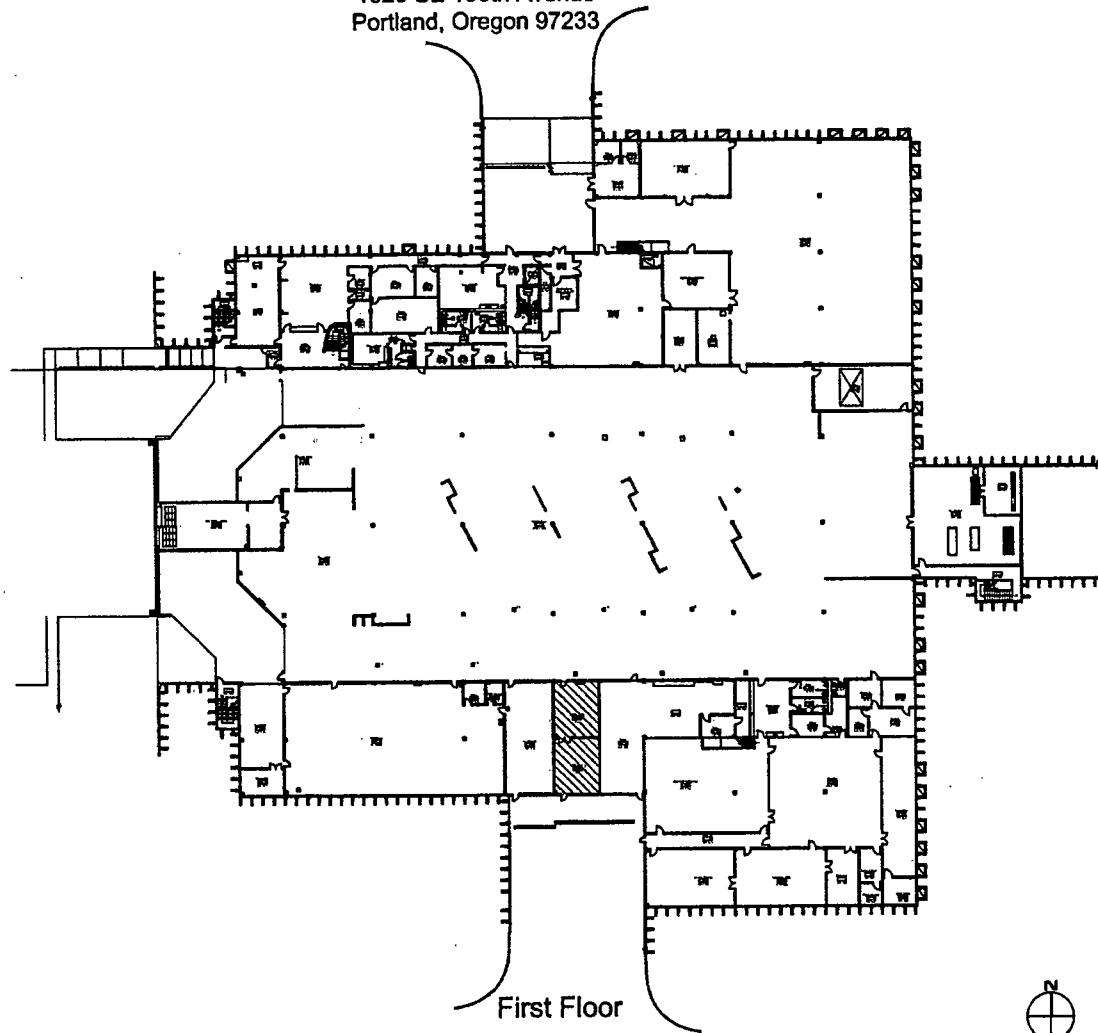




Exhibit A  
Page 2

Premises 

John B Yeon Facility - 425  
1620 SE 190th Avenue  
Portland, Oregon 97233



First Floor



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-22  
Est. Start Time: 11:35 AM  
Date Submitted: 12/07/05

BUDGET MODIFICATION: -

**Agenda Title: Intergovernmental Agreement Made and Entered into Pursuant to ORS 190.010, Effective December 31, 2005, Between Multnomah County and the City of Gresham for the County to Provide Facility Space to the City**

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

<b>Date Requested:</b>	December 15, 2005	<b>Time Requested:</b>	5 minutes
<b>Department:</b>	Non-Departmental	<b>Division:</b>	District 1 – Comm. Rojo
<b>Contact(s):</b>	Shelli Romero		
<b>Phone:</b>	503 988-4435	<b>Ext.</b>	84435
		<b>I/O Address:</b>	503/600
<b>Presenter(s):</b>	Commissioner Maria Rojo de Steffey		

### General Information

**1. What action are you requesting from the Board?**

Approve Intergovernmental Agreement made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County and the City for the County to provide facility space to the City

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

In 1995 Multnomah County (County) and the City of Gresham (City) entered into an intergovernmental agreement entitled: *Multnomah County and the City of Gresham for Transfer of Roads*, dated February 1995 (IGA) regarding the transfer of jurisdiction of certain county roads from the County to the City and the ongoing mutual relationship thereafter.

In the summer of 2003, Multnomah County Commissioner Maria Rojo de Steffey

commissioned a 3-phased approach to complete a transportation study to examine the options for transportation service delivery and jurisdiction of County roads. The study included an issues analysis, financial impact study and the negotiation of the transfer of roads within the city of Gresham to that jurisdiction.

A consultant was hired to evaluate how road services had been provided and explored various options for how transportation services might be delivered in East County in the future. Information was solicited with input from the Cities of Gresham, Wood Village, Troutdale, Fairview and Multnomah County. A (Phase I) report with a number of recommendations was presented to the Board of County Commissioners.

In August of 2004, Commissioner Rojo de Steffey introduced Resolution No. 04-113 to proceed with the Phase II of the Transportation Study to determine the financial impacts on all jurisdictions based on the Phase 1 recommendations.

Multnomah County Board Resolution No. 04-113 authorized Commissioner Rojo de Steffey to oversee a financial feasibility study to address the impacts to the County and local municipalities if the various proposed road transfers were implemented. The Board of County Commissioners approved Resolution No. 04-113.

The County prepared a Financial Feasibility Study Addressing the Impact of Jurisdictional Transfers of Multnomah County Roads to the Cities of Fairview, Gresham, Troutdale and Wood Village.

The Financial Feasibility Study included an analysis of the fiscal impact upon Multnomah County and the three other East County cities (Troutdale, Wood Village and Fairview) served by the county if the road within the City limits of Gresham were transferred from the County to the City of Gresham.

While the fiscal impact was determined to be minimal, there was an assumption that the County would be transferring the roads to Gresham under a renegotiated agreement.

In April of 2005, Commissioner Rojo de Steffey introduced Resolution No. 05-057. This resolution authorized Commissioner Rojo de Steffey to negotiate on behalf of Multnomah County with the City of Gresham on Agreement for the Transfer of Jurisdiction of all County Roads within the City limits of Gresham to the City.

Resolution 05-057 states that it is in the best interest of Multnomah County and the City of Gresham to transfer jurisdiction over county roads within the City of Gresham to the City by January 2006. The resolution states that the County will join the City to form a negotiation team chaired by Commissioner Rojo de Steffey and a City of Gresham official to negotiate an intergovernmental agreement addressing all road transfer related issues including but not limited to Maintenance levels, Storm water management, Water Quality, Signal operation, Employee transfers

Resolution 05-057 further states that upon successful completion of the negotiations process and the execution of a new Intergovernmental agreement between the City of Gresham and

Multnomah County, the Board of County Commissioners will instigate the transfer of jurisdiction of all county roads within the city limits of Gresham to the City. Lastly when the new agreement is fully executed and the transfer is complete, the existing 1995 agreement will be superceded and replaced. Resolution 05-057 was approved by the Multnomah County Board of Commissioners.

Commissioner Rojo de Steffey on behalf of Multnomah County and Mayor Chuck Becker representing the City of Gresham collaboratively worked together to put together a Negotiations Team to proceed to attempt negotiations regarding the transfer of roads to Gresham through a series of meetings. Invitations were extended to representatives from the Cities of Wood Village, Fairview, Troutdale and AFSCME to attend. Several meetings of the Negotiations Team ensued toward the development of the transfer the roads and the accompanying new and renegotiated terms of agreement.

In June of 2005, the City of Gresham sought State legislation to transfer county roads and revenues from the County to the City of Gresham.

In July of 2005, state legislation, Senate bill 1096 was enacted and becomes effective January 1, 2006. The bill transfers remaining County roads within the corporate limits to the City to be within the exclusive control and jurisdiction of the City and subject to all of the burdens and servitudes of city streets.

Representing Multnomah County Dave Boyer, Director of County Management and Chief Financial Office and John Thomas, Deputy County Attorney negotiated an Intergovernmental Agreement with representatives from the City of Gresham in late 2005.

Agreement on the terms of a new Intergovernmental Agreement related to the transfer of the county roads within the City of Gresham between the County and the City were reached.

Approximately 3,006 square feet of usable space in the John B Yeon Facility, located at 1620 SE 190th Avenue, Portland, Oregon will be leased to Gresham. The lease is necessary because the signal maintenance function currently provided by the County is being transferred to Gresham. Gresham currently has no facility available to house this function and after the transfer of this function, the County will have this space available as surplus for use by Gresham for this function. The term of this lease shall commence after resolution of a grievance filed by Local 48 relating to transfer of electricians to Gresham to do signal work. Gresham has agreed that the transfer will not take place or the Signal Maintenance Agreement become operative until the grievance is resolved. Until the Signal Maintenance Agreement becomes operative, the lease will not be needed. The lease will run until June 30, 2007, unless sooner terminated as provided in the agreement.

**Explain the fiscal impact (current year and ongoing)**

**Financial**

The City will pay the County approximately \$24,000 a year for the use of the leased space.

**3. Explain any legal and/or policy issues involved.**

This is a companion agreement to the Road transfer agreement.

4. Explain any citizen and/or other government participation that has or will take place.  
None.

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**Required Signatures**

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**Department/  
Agency Director:**

*Maria Pijo de Steffey*

**Date:** 12/07/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

**LEASE AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE  
CITY OF GRESHAM FOR TRAFFIC SIGNAL AND ELECTRICAL  
MAINTENANCE FACILITIES**

Date: December 31, 2005

Between: Multnomah County, Oregon ("Landlord")  
Facilities and Property Management  
Attn: Asset Management-Leases  
401 N. Dixon Street  
Portland, OR 97227  
Phone: 503-988-3322  
FAX: 503-988-5082

And: City of Gresham ("Tenant")  
Transportation Manager  
1333 NW Eastman Parkway  
Gresham, OR 97030  
Phone: 503-618-2402  
FAX: 503-665-6825

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately 3006 square feet of usable space, as shown in Exhibit "A" of this Lease, in the building known as the John B Yeon Facility, located at 1620 SE 190th Avenue, Portland, Oregon.

**Section 1. Occupancy**

**1.1 Original Term.** The term of this lease shall commence upon further agreement by the parties as of the date that the Signal Maintenance Agreement becomes operative and continue through June 30, 2007, unless sooner terminated as hereinafter provided.

**1.2 Possession.** Tenant's right to possession and obligations under the lease shall commence on upon further agreement by the parties as of the date that the Signal Maintenance Agreement (Exhibit F) becomes operative.

**1.3 Renewal Option.** If the lease is not in default at the time this option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for an additional term of one (1) year, as follows:

(1) The renewal term shall commence on the day following expiration of the original term.

(2) The option may be exercised by written notice to Landlord given not less than ninety (90) days prior to the last day of the original term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term.

## **Section 2. Rent**

**2.1 Rent.** During the original term, Tenant shall pay to Landlord as rent the sum of \$1,946.32 per month. Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord. Rent is based upon the internal charges Landlord assesses its program users and Rent hereunder shall be adjusted when such charges are adjusted effective with Landlord's fiscal year, commencing July 1. Tenant hereby acknowledges Landlord's representation that Rent currently assessed is below cost and may be adjusted in future periods. The estimated rent for fiscal year 2006-2007 is \$2,341.63 per month. Landlord shall provide Tenant notice of any adjustment in the Rent and within 30 days of receiving such notice, Tenant shall have the right to terminate this agreement with at least 90 days written notice.

**2.2 Additional Rent.** Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

## **Section 3. Use of the Premises**

**3.1 Permitted Use.** The Premises shall be used for operation of a road maintenance unit serving the City of Gresham, including but not limited to uses related to maintaining traffic signals, pursuant to the Roads Transfer Agreement dated December 15, 2005, and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

**3.2 Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

**3.3 Hazardous Substances.** Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**3.4 Parking.** Tenant's employees shall have the non-exclusive use of parking spaces in the parking lots at the structure in which the Premises are located. No overnight parking for the signal trucks is permitted.

## **Section 4. Repairs and Maintenance**

**4.1 Maintenance and Repair of Premises.** Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance, replacing



dead, damaged or diseased plant materials when Landlord determines the necessity to do so. Carpets shall be repaired and replaced as determined necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes. Landlord shall be given a reasonable time period to complete repairs necessitated under this section. Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such maintenance or repair is given by tenant or if landlord fails to commence efforts to remedy the problem in a reasonable time and manner.

(2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises broom clean and in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

**4.2 Tenant's Obligations.** The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the premises which Landlord is not required to make under Section 4.1.

**4.3 Landlord's Interference with Tenant.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

**4.4 Inspection of Premises.** Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

**Section 5. Alterations**

**5.1 Alterations Prohibited.** Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanship like manner, and in compliance with applicable laws

and building codes. Requests for alterations shall be made to Landlord in writing from Tenant. Landlord will perform such alterations at Tenant's expense.

**5.2 Alterations Required.** No improvements or alterations are required prior to Tenants right to possession.

**5.3 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

## **Section 6. Insurance**

**6.1 Insurance Required.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

**6.2 Liability Insurance.** Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payment with a general aggregate limit of not less than \$1,000,000 and a per occurrence limit of not less than \$1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 10.2, and shall name Landlord as an additional insured.

**6.3 Insurance Documentation; Self-insurance.** Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property. If Tenant is self-insured for liability, in lieu of providing the insurance required by paragraph 6.2, Tenant shall provide a letter to Landlord stating that fact.

**6.4 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect

coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

## **Section 7. Taxes**

**7.1 Property Taxes.** Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord.

**7.2 Special Assessments.** If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

**7.3 Contest of Taxes.** Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

**7.4 Proration of Taxes.** Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

**7.5 Exemption from Real Property Taxes.** Tenant is a public Body and is eligible for real property tax exemption as provided for by ORS 307.112, and will apply for said exemption. The rent payable by Tenant under terms of the lease agreement has been established to reflect the savings resulting from the exemption from taxation. If the leased premises become subject to a local property tax lien during the term of this lease and Tenant fails to discharge any such lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

## **Section 8. Services and Utilities.**

**8.1 Landlord and Tenant Responsibilities.** Landlord will cause, at its sole expense, the following utilities and services to be furnished to the Premises: Water; Sewer; Stormwater; Electricity; Gas; Trash Removal; Janitorial Service; Janitorial Supplies; Window Washing (Exterior); Window Washing (Interior); and, Snow and Ice Removal.

**8.2 Recycling Materials.** Landlord shall support the policy for recycling materials as provided in ORS 279.560 to the extent possible by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available.

## **Section 9. Damage and Destruction**

**9.1 Partial Damage.** If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

**9.2 Destruction.** If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds twenty-five percent (25%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

**9.3 Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

**9.4 Damage Late in Term.** If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

## **Section 10. Liability and Indemnity**

### **10.1 Liens**

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 10% per annum from the date expended by Landlord

and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**10.2 Indemnification.** Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

**10.3 Oregon Tort Claims Act.** Any covenant herein by the Tenant to defend, indemnify or hold harmless the Landlord, or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260–30.300, and within the limits in ORS 30.270.

## **Section 11. Quiet Enjoyment; Mortgage Priority**

### **11.1 Landlord's Warranties.**

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord affirms that the Premises, including any common areas within the real property in which the Premises are situated, complied with all applicable regulatory and building codes requirements at the date of construction. Landlord is currently upgrading Premises to meet the requirements of the Americans With Disabilities Act (ADA) of 1990 and provides for accessible parking for the disabled in compliance with ORS 447.233.

## **Section 12. Assignment and Subletting**

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent

to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

### **Section 13. Default**

The following shall be events of default:

**13.1 Default in Rent.** Failure of Tenant to pay any rent or other charge within 10 days after written notice that it is due.

**13.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**13.3 Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

### **Section 14. Remedies on Default.**

In the event of default by tenant, the Lease maybe terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

### **Section 15. Surrender at Expiration**

**15.1 Condition of Premises.** Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

## **15.2 Fixtures**

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

## **15.3 Holdover**

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and rental rate, which Landlord may increase commensurate with increases in operating and maintenance expenses for the Premises. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## **Section 16. Miscellaneous**

**16.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**16.2 Attorney Fees.** If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such

sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

**16.3 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**16.4 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**16.5 Entry for Inspection.** Landlord shall, subject to the provisions of paragraph 4.3, have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

**16.6 Interest on Rent and Other Charges.** Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of ten percent (10%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

**16.7 Proration of Rent.** In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.


**16.8 Time of Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

**16.9 Early Termination.** Landlord or Tenant may terminate this Lease for any reason with minimum ninety (90) day written notice to the other.



TENANT:

City of Gresham, Oregon



By: Mayor


By: City Manager

Reviewed By:

  
John S. Thomas

Deputy County Attorney for Multnomah County

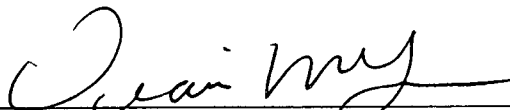
Approved as to Form



Gresham City Attorney's Office

LANDLORD:

Multnomah County, Oregon



By: Diane M. Linn, County Chair

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # R-22 DATE 12.15.05

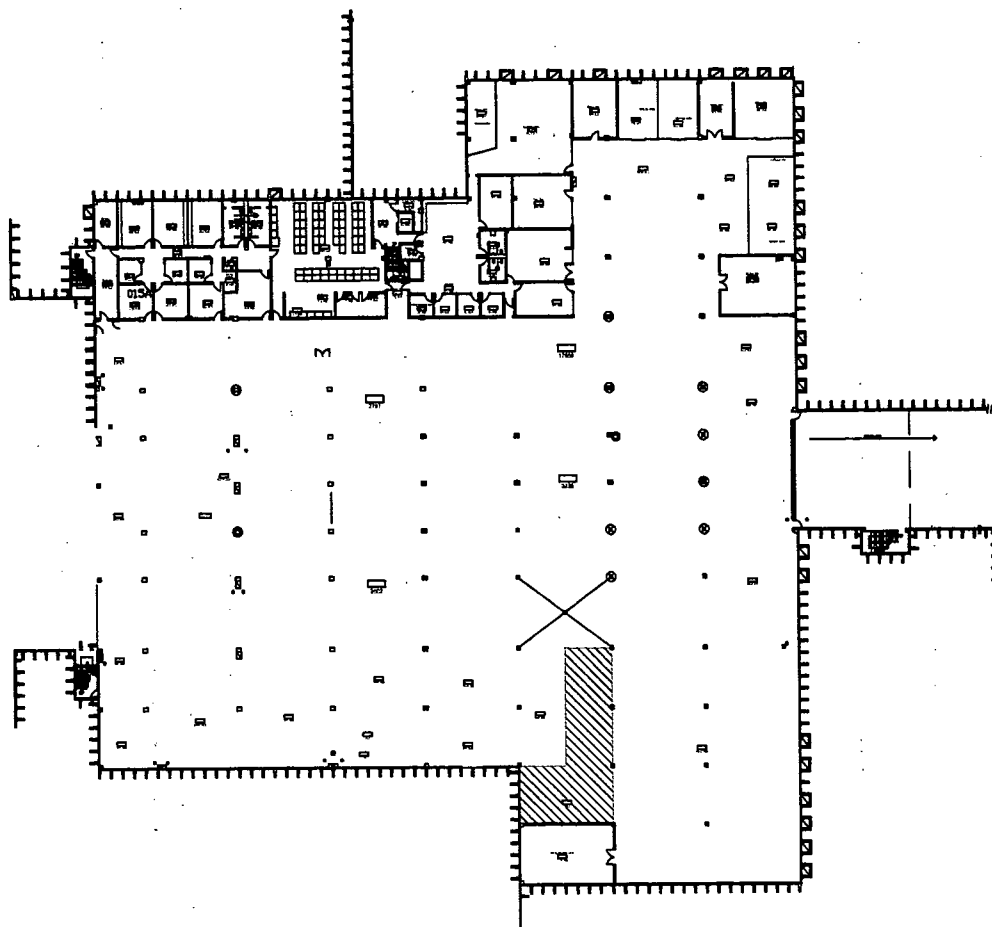
DEBORAH L. BOGSTAD, BOARD CLERK

Date \_\_\_\_\_

John B Yeon Facility - 425

1620 SE 190th Avenue  
Portland, Oregon 97233

Premises 

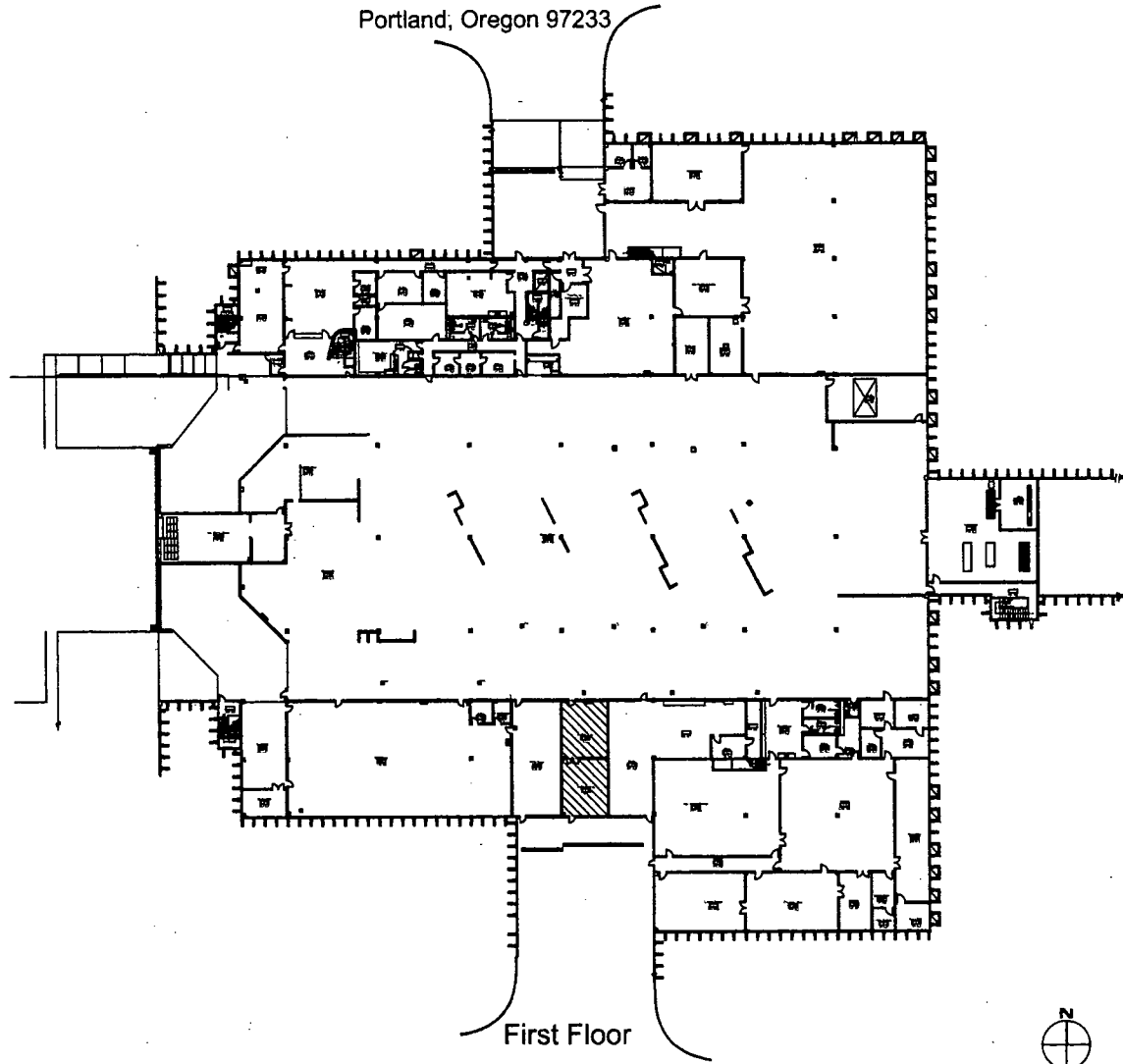


Basement



John B Yeon Facility - 425  
1620 SE 190th Avenue  
Portland, Oregon 97233

Premises 





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

Meeting Date: 12/15/05  
Agenda Item #: R-23  
Est. Start Time: 11:40 AM  
Date Submitted: 12/07/05

BUDGET MODIFICATION: -

**Agenda Title: Intergovernmental Agreement Made and Entered into Pursuant to ORS 190.010, Effective December 31, 2005, Between Multnomah County and the City of Gresham for the County to Provide Street Maintenance to Gresham**

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>District 1 – Comm. Rojo</u>
<b>Contact(s):</b>	<u>Shelli Romero</u>		
<b>Phone:</b>	<u>503 988-4435</u>	<b>Ext.</b>	<u>84435</u>
		<b>I/O Address:</b>	<u>503/600</u>
<b>Presenter(s):</b>	<u>Commissioner Maria Rojo de Steffey</u>		

### General Information

**1. What action are you requesting from the Board?**

Approve Intergovernmental Agreement made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County and the City of for the County to provide Street Maintenance to Gresham.

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

In 1995 Multnomah County (County) and the City of Gresham (City) entered into an intergovernmental agreement entitled: *Multnomah County and the City of Gresham for Transfer of Roads*, dated February 1995 (IGA) regarding the transfer of jurisdiction of certain county roads from the County to the City and the ongoing mutual relationship thereafter.

In the summer of 2003, Multnomah County Commissioner Maria Rojo de Steffey commissioned a 3-phased approach to complete a transportation study to examine the

options for transportation service delivery and jurisdiction of County roads. The study included an issues analysis, financial impact study and the negotiation of the transfer of roads within the city of Gresham to that jurisdiction.

A consultant was hired to evaluate how road services had been provided and explored various options for how transportation services might be delivered in East County in the future. Information was solicited with input from the Cities of Gresham, Wood Village, Troutdale, Fairview and Multnomah County. A (Phase I) report with a number of recommendations was presented to the Board of County Commissioners.

In August of 2004, Commissioner Rojo de Steffey introduced Resolution No. 04-113 to proceed with the Phase II of the Transportation Study to determine the financial impacts on all jurisdictions based on the Phase 1 recommendations.

Multnomah County Board Resolution No. 04-113 authorized Commissioner Rojo de Steffey to oversee a financial feasibility study to address the impacts to the County and local municipalities if the various proposed road transfers were implemented. The Board of County Commissioners approved Resolution No. 04-113.

The County prepared a Financial Feasibility Study Addressing the Impact of Jurisdictional Transfers of Multnomah County Roads to the Cities of Fairview, Gresham, Troutdale and Wood Village.

The Financial Feasibility Study included an analysis of the fiscal impact upon Multnomah County and the three other East County cities (Troutdale, Wood Village and Fairview) served by the county if the road within the City limits of Gresham were transferred from the County to the City of Gresham.

While the fiscal impact was determined to be minimal, there was an assumption that the County would be transferring the roads to Gresham under a renegotiated agreement.

In April of 2005, Commissioner Rojo de Steffey introduced Resolution No. 05-057. This resolution authorized Commissioner Rojo de Steffey to negotiate on behalf of Multnomah County with the City of Gresham on Agreement for the Transfer of Jurisdiction of all County Roads within the City limits of Gresham to the City.

Resolution 05-057 states that it is in the best interest of Multnomah County and the City of Gresham to transfer jurisdiction over county roads within the City of Gresham to the City by January 2006. The resolution states that the County will join the City to form a negotiation team chaired by Commissioner Rojo de Steffey and a City of Gresham official to negotiate an intergovernmental agreement addressing all road transfer related issues including but not limited to Maintenance levels, Storm water management, Water Quality, Signal operation, Employee transfers

Resolution 05-057 further states that upon successful completion of the negotiations process and the execution of a new Intergovernmental agreement between the City of Gresham and Multnomah County, the Board of County Commissioners will instigate the transfer of

jurisdiction of all county roads within the city limits of Gresham to the City. Lastly when the new agreement is fully executed and the transfer is complete, the existing 1995 agreement will be superceded and replaced. Resolution 05-057 was approved by the Multnomah County Board of Commissioners.

Commissioner Rojo de Steffey on behalf of Multnomah County and Mayor Chuck Becker representing the City of Gresham collaboratively worked together to put together a Negotiations Team to proceed to attempt negotiations regarding the transfer of roads to Gresham through a series of meetings. Invitations were extended to representatives from the Cities of Wood Village, Fairview, Troutdale and AFSCME to attend. Several meetings of the Negotiations Team ensued toward the development of the transfer the roads and the accompanying new and renegotiated terms of agreement.

In June of 2005, the City of Gresham sought State legislation to transfer county roads and revenues from the County to the City of Gresham.

In July of 2005, state legislation, Senate bill 1096 was enacted and becomes effective January 1, 2006. The bill transfers remaining County roads within the corporate limits to the City to be within the exclusive control and jurisdiction of the City and subject to all of the burdens and servitudes of city streets.

Representing Multnomah County Dave Boyer, Director of County Management and Chief Financial Office and John Thomas, Deputy County Attorney negotiated an Intergovernmental Agreement with representatives from the City of Gresham in late 2005.

Agreement on the terms of a new Intergovernmental Agreement related to the transfer of the county roads within the City of Gresham between the County and the City were reached.

With the transfer of the roads to Gresham, Gresham will be contracting road maintenance from the County. The general purposes of this agreement are to:

- Provide for the maintenance activities to be performed on City Streets and associated drainage facilities by County personnel.

- Provide a mutual understanding of services to be delivered by the County and the level of service to be provided.

- Provide for monitoring and reporting of the services to be delivered by the County.

- Provide a mutual understanding of the responsibilities between the City and the County.

The initial term of this agreement is for four years. The agreement provides that it may be extended after that on year to year basis with each party required to give not less than one year's notice of termination.

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

The City of Gresham will pay the County approximately \$1,127,000 for road maintenance services. All ongoing payments and obligations to provide maintenance service will be adjusted in future years based on increases or decreases in County road fund revenues.

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

This is a companion agreement to the Road transfer agreement

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

None.

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**Required Signatures**

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**Department/  
Agency Director:**

*Maria Pijo de Steffey*

**Date:** 12/07/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

## **INTERGOVERNMENTAL AGREEMENT TO PROVIDE STREET MAINTENANCE SERVICES BY MULTNOMAH COUNTY TO THE CITY OF GRESHAM**

This Intergovernmental Agreement ("Agreement") is made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County ("County") and the City of Gresham ("City"). This agreement shall be henceforth referred to as the **"2005 COUNTY/ GRESHAM STREET MAINTENANCE IGA"**. Contemporaneous with this agreement, the parties are entering into an Intergovernmental Agreement to transfer certain County Roads from Multnomah County to the City of Gresham.

### **ARTICLE ONE: PURPOSE**

The general purposes of this agreement are to:

- A. Provide for the maintenance activities to be performed on City Streets and associated drainage facilities by County personnel.
- B. Provide a mutual understanding of services to be delivered by the County and the level of service to be provided.
- C. Provide for monitoring and reporting of the services to be delivered by the County.
- D. Provide a mutual understanding of the responsibilities between the City and the County.

### **ARTICLE TWO: DEFINITIONS**

**CITY:** The City of Gresham, a municipal corporation located in Multnomah County, Oregon.

**CITY STREET:** All public roads and rights-of-way, including Roadway Facilities (as defined below) transferred from the County to the City under the December 31, 2005 "Intergovernmental Agreement to Transfer County Roads from Multnomah County to the City of Gresham".

**COSTS:** Costs for Maintenance activities will be calculated using a burdened labor rate on a time and material basis.

**COUNTY:** Multnomah County, a political subdivision of the State of Oregon.

**COUNTY STANDARDS:** Standards, policies, guidelines and/or practices of the County relating to maintenance of streets and roads as of the effective date of this Agreement, incorporated herein by this reference.

**COUNTY STORMWATER MANAGEMENT PLAN:** Best Management Practices that describe road maintenance practices pursuant to NPDES permit No. 101315.

**DRAINAGE FACILITY MAINTENANCE:** Cleaning and repair of drainage facilities as described in Section I (B) to maintain stormwater flow and the general condition of the system.



**EMERGENCY:** Events including snow and ice, wind storms, flooding, landslides and other natural or manmade incidents that require immediate action to protect people and property.

**HAZARDOUS SUBSTANCE:** Any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and shall include, without limitation, petroleum oil and its fractions.

**IMPROVEMENT:** Capital construction of new facilities, and upgrading or expanding existing facilities. Examples include, but are not limited to, construction of new roadways, overlays, reconstruction of failed roads, roadway widening, and expansion of drainage facilities.

**MAINTENANCE SERVICES:** Ordinary maintenance and repair work necessary to preserve the public infrastructure. When necessary, repairs by in-kind replacement of facilities will be made. Maintenance includes, Surface Maintenance, Drainage Facility Maintenance, Right of Way and Vegetation Maintenance, Traffic Aids Maintenance, and Emergency Response.

**PMAT IGA:** The **PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT AND SERVICES** is a multi-jurisdiction agreement signed by Multnomah County and the City of Gresham and other local governments. All work performed and the exchange of services on County and City roads, other than City Streets as defined above, will be in accordance with provisions of the PMAT-IGA.

**RIGHT-OF-WAY AND VEGETATION MAINTENANCE:** Maintenance as described in Section I (C) to maintain the general condition of the system and eliminate hazards caused by deteriorating conditions, drainage and vegetation problems.

**ROADWAY FACILITIES:** Public improvements associated with City Streets including but not limited to, pavement surface and subsurface, pavement markings, signs, shoulders, ditches, culverts, structures, storm sewers, manholes, sumps, and catch basins.

**SURFACE MAINTENANCE:** Maintenance of the pavement surface as described in Section I (A) to prevent surface distortions and avoid major reconstruction.

**TRAFFIC AIDS MAINTENANCE:** Installation and maintenance of traffic aids as described in Section I (D) to prevent driving hazards and maintain public safety.

**URGENT AND UNFORESEEN WORK:** Any work that is requested to be performed beyond the scope of this Agreement.

### **ARTICLE THREE: EXISTING MAINTENANCE AGREEMENTS**

#### **SECTION I: PMAT-IGA**

The **PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT AND SERVICES (PMAT-IGA)** is a multi-jurisdiction agreement, pursuant to the authority of ORS Chapter 190. The PMAT-IGA was signed by Multnomah County on August 15, 2002 and the City of Gresham on August 27, 2002, as well as other local public works agencies.

- A. All work performed and the exchange of services on County and City roads other than City Streets will be done in accordance with the PMAT-IGA.
- B. A separate cost accounting for work on roads other than those arterial roads transferred will be maintained by both agencies in accordance with the PMAT-IGA.

## **SECTION II: OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT**

The **OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT** is a multi-jurisdiction mutual aid agreement pursuant to the authority of ORS Chapters 190 and 401.480. Oregon Department of Transportation is the author of and maintains the agreement. Both County and City have signed the agreement, as well as other local public works agencies throughout the State of Oregon. The "parties to this agreement are responsible for construction and maintenance of public facilities such as roads, streets, highway, sewer, water and related systems during routine and emergency conditions;..."[page 1]. The language of the agreement focuses on providing mutual emergency aid between all signed parties.

### **ARTICLE FOUR: TERM OF AGREEMENT; TERMINATION**

The original term of this agreement shall be January 1, 2006 through December 31, 2009. City agrees to provide County notice on or before December 31, 2008 if City intends to terminate the agreement on December 31, 2009. If no such notice is given, this agreement shall thereafter continue year to year and may thereafter be terminated by either party upon written notice given to the other party not less than one year prior to the termination date.

### **ARTICLE FIVE: AGREEMENT**

## **SECTION I: COUNTY RESPONSIBILITIES**

Beginning January 1, 2006, the County shall provide the following Roadway Facility Maintenance Services on City Streets. The level of maintenance provided for each activity listed below will be defined in a separate service level agreement that shall be agreed upon by City and County Managers. The level of maintenance for January 1, 2006 to June 30, 2006 shall be substantially the same as the level of maintenance for July 1, 2005 to December 31, 2005. The level of maintenance for fiscal year 2006-2007 shall be agreed upon by April 15, 2006. Thereafter, the level of maintenance shall be agreed upon six-months prior to the effective date.

### **A. Surface Maintenance:**

1. **Asphalt Concrete Patching.** Based on need, as determined by the City through assessment of data from the City's pavement management system and in response to citizen complaints, the County will use asphalt concrete for general maintenance and

in preparation of pavement overlays.

2. **Asphalt Concrete Grinder Patching:** Based on need, as determined by the City through assessment of data from the City's pavement management system, the County will use grinder plug cutting and profiling to repair pavement distress and remove old asphalt build-up for general maintenance and in preparation of pavement overlays. The County will be the repository of all asphalt grindings collected on City Streets.
3. **Oil and Sealing:** Based on need, as determined by the City through assessment of data from the City's pavement management system, the County will perform surface treatment for general maintenance and in preparation of pavement overlays.
4. **Street Sweeping:** Curbed City Streets will be swept at a frequency consistent with County street sweeping standards. The County will be the repository of all sweeping materials collected on City Streets.

**B. Drainage Facility Maintenance:**

1. **Catch Basin Cleaning and Repair:** Clean and repair catch basins and laterals to County Standards.
2. **Culvert Cleaning and Repair:** Clean and repair culverts to County Standards.
3. **Ditch Cleaning:** Clean ditches to County Standards.
4. **Sump Cleaning:** Clean sumps and manholes to County Standards.
5. **Drainage Road Waste:** The City of Gresham will be the repository of all sump and catch basin materials and woody/leafy debris from ditches collected from drainage facilities associated with City Streets. All costs associated with the disposal processes will be the responsibility of the City. The County will be the repository for all dirt/sod/mud from reshaping or reworking ditches.

**C. Right-of-Way and Vegetation Maintenance:**

1. **Guardrail, Terminal, Barrier and Guard post:** Maintenance will be provided using County Standards.
2. **Curb, Median and Sidewalk:** Maintenance will be provided using County Standards.
3. **Shoulder Maintenance, Grading, Re-rocking and Pothole Repair:** Shoulder maintenance, grading, re-rocking and pothole repair will be provided on non-curbed City Streets.
4. **Graffiti, Litter, and Illegal Dump Site Removal:** The County will remove surface debris from the roadway that is a threat to public safety. Maintenance services will be provided using the County Standards. The County will be the repository for all litter and illegal dump site material.
5. **Roadside Vegetation:** Machine and hand cutting of roadside vegetation will be provided to prevent drainage and public safety problems.

6. **Herbicide Spraying:** Non-residual herbicides will be applied where appropriate. Spray records will be maintained and reported by County to Department of Agriculture, with copies supplied to the City.
7. **Vegetation Investigations:** The City will investigate complaints of vegetation that create sight distance problems and vegetation that block traffic control devices as notified. If work is required, City will notify County who will perform the work.
8. **Existing County Adopt-A-Road Permits:** The County will exchange contact information with the City of existing County Adopt-A-Road Program permit holders. Existing County Adopt-A-Road permits on City Streets will be assigned to City effective January 1, 2006. City will be responsible for notifying permit holders of the transfer of the program.
9. **Vegetation Materials:** The County will be the repository of all vegetation materials collected on City Streets.

**D. Traffic Aids Maintenance:**

1. **Pavement Markings:** Services shall be provided for maintenance of existing and future pavement markings. Pavement markings include center, turn and edge lines; stop lines, crosswalks, and legends. Pavement markings will be performed to County Standards.
2. **Signs:** Maintain signs and sign posts. Replacement of damaged and missing signs and signposts will be performed to County Standards.
3. **Other Traffic Control Devices.** Maintain other traffic control devices. Replacement of damaged and missing items will be performed to County Standards.
4. Traffic Aids does not include signals, which are addressed in a separate agreement.

**E. Emergency Response:** The County will respond to all Emergencies including snow and ice, windstorms, flooding, landslides and other natural or manmade incidents. Emergencies that would normally be responded to by County crews on County streets, such as landslides, downed trees, snow and ice treatments, and flooding, will be responded to if they occur on City Streets. All work done in response to Emergencies will be performed by the County according to County Standards. If the County determines that outside assistance is needed to respond to the event, the County will notify the City and the parties will promptly confer to determine how to respond to the event. The County will provide services related to Emergencies as specified below:

1. **Responding 24/7:** The County will maintain 24-hour capability for response to Emergencies. The County shall respond to Emergencies on City Streets in accordance with the priorities in place for responding to emergencies on roads under County jurisdiction as of December 31, 2005.
2. **911/ Emergency Contact:** The City will be the first contact point for 911 and other emergency calls related to incidents on City Streets. The City may elect to contact County to aid in responding to Emergency events.

3. **Hazardous Substance Spills and Incident Response:** In the event a Hazardous Substance spill occurs on a City Street, if the County is the first responder to the spill it will notify 911 to be sure that City has been notified of the spill. The County will provide traffic control until the City arrives to clean up the spill. County shall have no responsibility for clean-up, transportation or disposal of hazardous substances.
  4. **Landslides and Trees:** The County will move or remove landslide debris and trees and other vegetation that fall onto the right-of-way to maintain traffic movement and keep drainage facilities operational. The City of Gresham will be the repository of all such landslide debris and trees and vegetation.
  5. **Plowing, Sanding, and Anti Icing Materials:** The County will provide plowing, sanding and anti-icing materials to maintain traffic movement. The County will clean up sanding materials from snow routes. The parties will agree on the disposition of the sanding material collected from snow routes.
  6. **Disposal of Hazardous Substances:** Hazardous Substances or material suspected of being a hazardous substance will be disposed of by City in accordance with all applicable environmental regulations. All costs associated with hazardous substance disposal will be the responsibility of the City.
- F. **Urgent Work/Unforeseen Work:** The City may request that the County perform urgent or and unforeseen work which is not otherwise described in this agreement. Any such work shall be performed by County only upon request by the City.
- G. **Environmental Compliance:** All Maintenance Services shall be provided in a manner consistent with the County Stormwater Management Plan and other environmental standards that pertain to County and City maintenance activities, including but not limited to the "Routine Road Maintenance Standards pursuant to limit 10(i) under the 4(d) rule of the federal Endangered Species Act when adopted and, after adoption, as may be subsequently amended.

## SECTION II: CITY RESPONSIBILITIES

### A. Coordination of Operational Changes and Improvements:

1. The City will notify County of proposed traffic operational changes and roadway improvements.
2. The City will notify the County of changes to the City Streets that are constructed as part of subdivision construction and local improvements.
3. When making operational changes and roadway improvements, the City will notify the County prior to making physical improvements.

### B. Public Inquiries:

1. The City will maintain a one-call number for public inquiries regarding general roadway maintenance and pavement hazards. City will notify County of inquiries regarding City

Streets that relate to work to be performed under this agreement. After notification, County will investigate. If the investigation reveals that work needs to be done that is covered by this agreement, County will perform the work. If the investigation reveals that a condition exists that is not related to work to be done under this agreement, County will inform City.

2. City will be notified by the **Oregon Utility Notification Center** when locates are required for a project. City may request that County perform necessary locates.
- C. **Accident Information:** The City will provide County with accident and responsible party information to aid the County in pursuing claims.
- D. **Code Enforcement:** The City will be responsible for monitoring conditions on private property that affect City Streets and for notification of property owners regarding enforcement of code violations, whether on private property or in the public right of way.
- E. **Easements:** The City will secure at City expense an additional easement or temporary easement when the City determines that an existing easement is insufficient for proper drainage facility maintenance. If the County believes that an existing easement is insufficient for proper drainage facility maintenance, County shall notify the City.
- F. **Vegetation:** If correction of a vegetation problem requires major pruning or removal of vegetation on private property, the City will notify the property owner. County will enter private property to prune or remove the vegetation only upon request from the City after the City provides evidence to the County that the City has the right to enter the property for this purpose.
- G. **Emergency Response:** When the County advises City that outside assistance is needed to respond to an Emergency, the City will promptly confer with the County to determine how to respond to the event.

### SECTION III: REPORTING

The County shall submit the following reports to the City:

- A. **Financial and Performance Reports** will be submitted to the City quarterly to document costs and work accomplishments. Financial and Maintenance reports shall show work done related to Surface Maintenance, Drainage Facility Maintenance, Right-of-Way and Vegetation Maintenance, Traffic Aids Maintenance, Emergency Services, Urgent and Unforeseen Work.
- B. **Road Maintenance Reporting:** The County's Road Maintenance activity reports shall be supplied quarterly to the City. The County shall generate such reports by providing data related to the performance of road maintenance best management practices to support City's environmental compliance reporting, including annual reporting:

- C. **DEQ/EPA Compliance Reporting:** The County will provide information required to comply with City NPDES permits and state and federal rules, in time for inclusion in required reports. Normally, this will be on an annual basis, to cover July 1 through June 30 of a given year. County staff will also report the status of data collection at the midpoint of each compliance year, and will provide information as needed to fulfill other regulatory requirements.

#### SECTION IV: SERVICE AGREEMENT MANAGEMENT

- A. The County managers for this agreement shall be:

1. **Administrative Issues:** Transportation Support Services Manager. Administrative issues include tracking of costs, and coordinating the delivery of reports and documentation to the City.
2. **Operational Issues:** Road Maintenance Manager. Operation issues include day-to-day provision of roadway facility services.

- B. The City managers for this agreement shall be:

1. **Administrative Issues:** Transportation Division Manager and the Stormwater Division Manager. Administrative issues include service level negotiation, defining City reporting needs, and communicating City requirements.
2. **Operational Issues:** Transportation and Stormwater Superintendents. Operation issues include day-to-day provision of roadway facility services.

- C. **Changes in Management Responsibilities.** Each party shall notify the other in writing of all changes management responsibilities.

- D. **Policy and Code Differences:** It is understood that County and City policy and code differences, may, from time to time, preclude the County from responding to all maintenance and Emergencies in the same manner that the City would if it were providing services directly. In those instances, the City and County managers responsible for operational issues under this agreement shall work together to determine which party will respond and how.

#### SECTION V: LIMIT ON SERVICE TO BE PROVIDED

- A. **DOLLAR LIMIT.** The services to be provided under this agreement shall be limited as follows:

1. The value of the services to be provided to the City on a time and materials basis as provided above for the period January 1, 2006 to June 30, 2006 shall be \$1,127,000 less the amounts spent between July 1, 2005 and December 31, 2005.

2. The value of services to be provided commencing July 1, 2006 and thereafter shall be the sum of \$1,127,000 adjusted to reflect the increase or decrease from the previous year in the total of the county gas tax, state gas tax and motor vehicle registration fee shared revenue, excluding increases in the County gas tax after the effective date of this agreement authorized by the Board for a specific project or use and not for the benefit of County roads generally. The value of services for subsequent years shall be similarly adjusted.
3. The intent of the parties in calculating the amount paid under Section 4.1.3 of the Transfer Agreement is that the level of service to maintain County Roads during the three-year annual average period was substantially similar to the level of service that will be provided by the County in the first year of this Maintenance Agreement. The parties agree that in subsequent years, the level of service will vary depending on adjustments to revenue under section 4.5, labor and material cost increases, weather events and other factors beyond the control of the parties.

**B. SERVICES LESS THAN THE DOLLAR LIMIT; SERVICES IN EXCESS OF THE DOLLAR LIMIT**

1. If the County provides services to the City in any fiscal year that are less than the dollar limit provided for in this section, County shall consult with the City regarding the difference to discuss provision of additional services or payment of the difference, at the option of the City.
2. In the event services provided in any fiscal year meet the dollar limit provided for in this section prior to the end of the fiscal year, County shall consult with City to determine discuss delivery of additional services. Any additional services in excess of the dollar limit shall only be provided if there is a written agreement between the parties for provision of such services which provides for a description of the services to be provided and a provision for payment for such services by City.

**SECTION VI: BILLING STATEMENTS**

- A. County will invoice City on a time and materials basis for maintenance services performed not more than 30 days after the end of each quarter of the fiscal year. City will pay County within 30 days of receipt of the invoice.
- B. The City may, at any time, investigate any report submitted pursuant to Section III above and determine the accuracy of the report or an amount billed. The County shall make available for investigation, at no cost to City, all records, including historical records and books of the County relating to performance of this Agreement necessary for verification of a report. Such investigation may be done by the City or any person selected by the City. Neither payment of a billing nor a failure to make an investigation shall be deemed to prevent subsequent investigation by the City.



## SECTION VII: GENERAL PROVISIONS

- A. All notices and other communications to the parties under this IGA must be in writing, and shall be addressed respectively as follows:

City of Gresham  
Attention: Transportation Division Manager  
Department of Environmental Services  
1333 NW Eastman Parkway  
Gresham, OR 97030

Multnomah County  
Attention: Transportation Support Services Manager  
Department of Community Services  
1620 SE 190<sup>th</sup> Ave.  
Portland, OR 97233

All payments shall be addressed as follows:

Multnomah County  
Attention: Transportation Support Services Manager  
Department of Community Services  
1620 SE 190<sup>th</sup> Ave.  
Portland, OR 97233

All notices shall be given (i) by personal delivery to the party, (ii) certified or registered mail, return receipt requested, or (iii) by electronic communication followed immediately by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery, (b) if by certified or registered mail on the date delivered to the United States Postal Service as shown on the receipt; and (c) if by electronic communication, on the date the confirmation is delivered to the United States Postal Service as shown on the actual receipt. A party may change its address from time to time by notice to the other party.

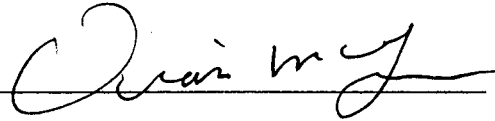
- B. The failure of a party to insist on the strict performance of any provision of this IGA or to exercise any right, power or remedy upon a breach of any provision of this IGA shall not constitute a waiver of any provision of this IGA or limit the party's right thereafter to enforce any provision or exercise any right.
- C. No modification of this IGA shall be valid unless made in writing and duly executed by the parties.
- D. The parties agree that in construing this IGA no covenants shall be implied between the parties except the covenants of good faith and fair dealing.

- E. This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- F. Each party shall take from time to time, for no additional consideration, such actions and execute such instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this IGA.
- G. Each and every power and remedy specifically given to the non-defaulting parties shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this IGA shall impair such power or remedy or shall be construed to be a waiver of any default.
- H. The provisions of this IGA shall survive its termination to the full extent necessary for their enforcement and the protection of the party in whose favor they run.
- I. This IGA shall bind and inure to the benefit of the parties and their successors and assigns.
- J. A material consideration of the parties entering into this IGA is that parties will make all payments as and when due and will perform all other obligations under this IGA in a timely manner. Time is of the essence of each and every provision of this IGA.
- K. This IGA may be executed in counterparts, all of which taken together shall constitute a single Agreement.
- L. This IGA shall not be construed to create a partnership between the parties or to authorize any party to act as agent for any other party or parties except as expressly provided in this IGA.
- M. This IGA, including all attached exhibits, contains the entire and final understanding of the parties relating to the transfer and maintenance of roads and associated drainage facilities. . This IGA may only be amended by the mutual agreement of the parties.
- N. In the event a dispute arises concerning this Agreement, the City and the County agree that the dispute shall initially be referred to the City Manager and County Chief Financial Officer, or their designees. If negotiation does not resolve the dispute, the City and County agree that the dispute shall be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within 10 days of written notice by either party to the other requesting mediation, then each party shall appoint a representative who has been qualified as a mediator in Oregon. The representatives shall choose a mediator who shall serve as the mediator in the dispute.

- O. The parties recognize that this Agreement may not address all details that might arise in during the term of this agreement. Each party shall negotiate in good faith such additional details and all additional agreements shall be memorialized in writing.

MULTNOMAH COUNTY, OREGON

By



Title: Multnomah County Chair

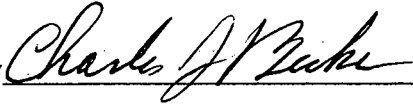
APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # R-23 DATE 12-15-05

DEBORAH L. BOGSTAD, BOARD CLERK

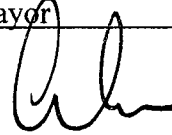
CITY OF GRESHAM

By



Title: Mayor

By

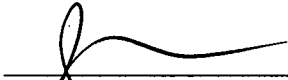


Title: City Manager

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By



John Thomas  
Deputy County Attorney

Approved as to form:



Gresham City Attorney's Office



## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

**Meeting Date:** 12/15/05  
**Agenda Item #:** R-24  
**Est. Start Time:** 11:45 AM  
**Date Submitted:** 12/07/05

### BUDGET MODIFICATION:

**Agenda Title: Intergovernmental Agreement made and Entered into Pursuant to ORS 190.010, Effective December 31, 2005, Between Multnomah County and the City of Gresham for the City to Provide Signal Services to the County**

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

<b>Date Requested:</b>	<u>December 15, 2005</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>District 1 – Comm. Rojo</u>
<b>Contact(s):</b>	<u>Shelli Romero</u>		
<b>Phone:</b>	<u>503 988-4435</u>	<b>Ext.:</b>	<u>84435</u>
		<b>I/O Address:</b>	<u>503/600</u>
<b>Presenter(s):</b>	<u>Commissioner Maria Rojo de Steffey</u>		

### General Information

**1. What action are you requesting from the Board?**

Approve Intergovernmental Agreement made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County and the City for the City to provide Signal Services to the County.

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

In 1995 Multnomah County (County) and the City of Gresham (City) entered into an intergovernmental agreement entitled: *Multnomah County and the City of Gresham for Transfer of Roads*, dated February 1995 (IGA) regarding the transfer of jurisdiction of certain county roads from the County to the City and the ongoing mutual relationship thereafter.

In the summer of 2003, Multnomah County Commissioner Maria Rojo de Steffey

commissioned a 3-phased approach to complete a transportation study to examine the options for transportation service delivery and jurisdiction of County roads. The study included an issues analysis, financial impact study and the negotiation of the transfer of roads within the city of Gresham to that jurisdiction.

A consultant was hired to evaluate how road services had been provided and explored various options for how transportation services might be delivered in East County in the future. Information was solicited with input from the Cities of Gresham, Wood Village, Troutdale, Fairview and Multnomah County. A (Phase I) report with a number of recommendations was presented to the Board of County Commissioners.

In August of 2004, Commissioner Rojo de Steffey introduced Resolution No. 04-113 to proceed with the Phase II of the Transportation Study to determine the financial impacts on all jurisdictions based on the Phase 1 recommendations.

Multnomah County Board Resolution No. 04-113 authorized Commissioner Rojo de Steffey to oversee a financial feasibility study to address the impacts to the County and local municipalities if the various proposed road transfers were implemented. The Board of County Commissioners approved Resolution No. 04-113.

The County prepared a Financial Feasibility Study Addressing the Impact of Jurisdictional Transfers of Multnomah County Roads to the Cities of Fairview, Gresham, Troutdale and Wood Village.

The Financial Feasibility Study included an analysis of the fiscal impact upon Multnomah County and the three other East County cities (Troutdale, Wood Village and Fairview) served by the county if the road within the City limits of Gresham were transferred from the County to the City of Gresham.

While the fiscal impact was determined to be minimal, there was an assumption that the County would be transferring the roads to Gresham under a renegotiated agreement.

In April of 2005, Commissioner Rojo de Steffey introduced Resolution No. 05-057. This resolution authorized Commissioner Rojo de Steffey to negotiate on behalf of Multnomah County with the City of Gresham on Agreement for the Transfer of Jurisdiction of all County Roads within the City limits of Gresham to the City.

Resolution 05-057 states that it is in the best interest of Multnomah County and the City of Gresham to transfer jurisdiction over county roads within the City of Gresham to the City by January 2006. The resolution states that the County will join the City to form a negotiation team chaired by Commissioner Rojo de Steffey and a City of Gresham official to negotiate an intergovernmental agreement addressing all road transfer related issues including but not limited to Maintenance levels, Storm water management, Water Quality, Signal operation, Employee transfers

Resolution 05-057 further states that upon successful completion of the negotiations process and the execution of a new Intergovernmental agreement between the City of Gresham and

Multnomah County, the Board of County Commissioners will instigate the transfer of jurisdiction of all county roads within the city limits of Gresham to the City. Lastly when the new agreement is fully executed and the transfer is complete, the existing 1995 agreement will be superceded and replaced. Resolution 05-057 was approved by the Multnomah County Board of Commissioners.

Commissioner Rojo de Steffey on behalf of Multnomah County and Mayor Chuck Becker representing the City of Gresham collaboratively worked together to put together a Negotiations Team to proceed to attempt negotiations regarding the transfer of roads to Gresham through a series of meetings. Invitations were extended to representatives from the Cities of Wood Village, Fairview, Troutdale and AFSCME to attend. Several meetings of the Negotiations Team ensued toward the development of the transfer the roads and the accompanying new and renegotiated terms of agreement.

In June of 2005, the City of Gresham sought State legislation to transfer county roads and revenues from the County to the City of Gresham.

In July of 2005, state legislation, Senate bill 1096 was enacted and becomes effective January 1, 2006. The bill transfers remaining County roads within the corporate limits to the City to be within the exclusive control and jurisdiction of the City and subject to all of the burdens and servitudes of city streets.

Representing Multnomah County Dave Boyer, Director of County Management and Chief Financial Office and John Thomas, Deputy County Attorney negotiated an Intergovernmental Agreement with representatives from the City of Gresham in late 2005.

Agreement on the terms of a new Intergovernmental Agreement related to the transfer of the county roads within the City of Gresham between the County and the City were reached.

The County is transferring jurisdiction and control of all County roads and traffic signals, within the Gresham city limits, to the City, effective January 1, 2006. After the transfer, the County will be responsible for maintenance of certain traffic signals and street lights outside the Gresham city limits. The most efficient method for traffic signal and street light operation and maintenance and emergency response is for the City to provide the services under a Signal Maintenance Agreement.

The general purposes of this agreement are to:

1. Provide for the maintenance, operations and emergency response for County traffic signals, including flashers and other electrical traffic control devises, and street lights referred to in this Agreement.
2. Provide for the maintenance, operations and emergency response for traffic signals at intersections where a split jurisdiction ownership exists.
3. Provide for placement, construction or improvement of traffic signals on streets where split jurisdiction exists.
4. Provide for the obligations of the County and City.
5. Provide payment for services provided by the City.

The initial term of this agreement is for four years. The agreement provides that it may be

extended after that on year to year basis with each party required to give not less than one year's notice of termination.

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

The County will transfer 3 employees to Gresham for them to provide this service. The annual payment to the City will be \$269,000 as specified in the transfer agreement.

The County will pay the City based on a time and materials basis for actual services provided. The contract amount will be approximately \$70,000 per year.

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

This is a companion agreement to the Road transfer agreement. The Signal Maintenance Agreement will not commence until a grievance filed by Local 48 is resolved. The resolution of the grievance will determine which employees will transfer to perform the signal maintenance work under the agreement. In the interim, the employees who have been providing signal maintenance service will remain with the County and continue to do this work.

**5. Explain any citizen and/or other government participation that has or will take place.**  
None.

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**Required Signatures**

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**Department/  
Agency Director:**

*Maria Pijo de Steffey*

**Date:** 12/07/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

# **INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND THE CITY OF GRESHAM FOR TRAFFIC SIGNAL SERVICES AND ELECTRICAL MAINTENANCE**

This Intergovernmental Agreement ("Agreement") is made and entered into pursuant to ORS 190.010, effective December 31, 2005, between Multnomah County ("County") and the City of Gresham ("City"). This agreement shall be henceforth referred to as the "2005 COUNTY/ GRESHAM SIGNAL MAINTENANCE IGA". Contemporaneous with this agreement, the parties are entering into an Intergovernmental Agreement to transfer certain County Roads from Multnomah County to the City of Gresham.

## **PURPOSE**

The general purposes of this agreement are to:

1. Provide for the maintenance, operations and emergency response for County traffic signals, including flashers and other electrical traffic control devices, and streetlights referred to in this Agreement.
2. Provide for the maintenance, operations and emergency response for traffic signals at intersections where a split jurisdiction ownership exists.
3. Provide for placement, construction or improvement of traffic signals on streets where split jurisdiction exists.
4. Provide for the obligations of the County and City.
5. Provide payment for services provided by the City.

## **RECITALS**

1. The County is transferring jurisdiction and control of all County roads and traffic signals, within the Gresham city limits, to the City, effective January 1, 2006; and
2. After the transfer, the County will be responsible for maintenance of certain traffic signals and street lights outside the Gresham city limits; and
3. The City and County find that a rational and efficient method for traffic signal and street light operation and maintenance and emergency response is for the City to provide the services to be provided under this agreement; and
4. The transfer of some of the roads from the County to the City will result in traffic signals being spilt among two or more jurisdictional boundaries; and
5. ORS 190.010 and 190.030 provide for intergovernmental agreements between units of local government, including the City and the County, to allow the performance of functions or activities by one unit of local government for another; and



6. The County is, contemporaneously with this agreement, entering into an agreement to transfer the roads, and a separate agreement for the County to maintain the transferred roads ("Maintenance IGA").

## **AGREEMENT**

### **A. Term**

The original term of this agreement shall be January 1, 2006 through December 31, 2010. This agreement shall become operative, and the obligations of the parties to perform under this agreement shall commence as determined by a written amendment to this agreement executed by the Chair and the City Manager or their respective designees.. City and County each agree to provide notice to the other on or before December 31, 2009 of intent to terminate this agreement on December 31, 2010. If no such notice is given, this agreement shall thereafter continue year to year and may thereafter be terminated by either party upon written notice given to the other party not less than one year prior to the anniversary date.

### **B. City Obligations**

1. City shall be responsible for all traffic signal operations including timing and communications for the signals listed on Exhibits A and B. City shall further be responsible for signal maintenance and repair for the signals listed on Exhibits A and B and shall at all times keep such signals in good working order. Operation and Maintenance under this Agreement shall be done in accordance with the Manual of Uniform Traffic Control Devices as adopted by the Oregon Transportation Commission.
2. City shall provide power for the signals listed in Exhibit A and shall bill County for the cost for power to each such signal in the proportion to County responsibility for each signal as shown on Exhibit A. County shall provide power for the signals listed on Exhibit B.
3. Maintenance of the vehicle detector loops will be done by the City. Maintenance of the pavement around the vehicle detector loops in the City will be done by the County under the Maintenance Agreement while that agreement is in effect. Maintenance of the pavement around the vehicle detector loops outside of the City will be done by the County.
4. The City and County will confer and agree to timing and operation of traffic signals listed on Exhibits A and B.
5. The City shall respond to all emergencies related to traffic signals and streetlights covered by this agreement upon request from the County or 9-1-1 call center not later than 24 hours after receipt of the request.
6. City will only use licensed electricians for all electrical and signal work done under this agreement.

7. The City shall provide One-Call locates for all signalized split jurisdiction intersections, all county intersections and all street lights covered by this agreement as requested.
8. The City will provide electrical maintenance to the County for 8 decorative turn-out lights on Stark Street and, to the Mid-County Lighting District for 28 decorative street lights in the City of Troutdale in accordance with a maintenance schedule agreed to by the parties or as requested by County and to the City of Maywood Park for street/bike path lighting.
9. The City has the right to contract out any maintenance function for which the City does not possess the equipment or expertise to perform after receiving the County's approval, which shall not be unreasonably withheld.
10. For each capital project proposed to be constructed by the County, City will provide up to 8 hours of consultation with City's electricians assigned to perform work under this Agreement to assist in the design of the project. Such consultation shall be at no charge to the County.
11. City shall provide other electrical services within a reasonable period of time from a County request.
12. All services provided by City under this agreement shall be billed on a time and materials basis. City will provide a detailed statement of work performed and for each task the cost of the work. Billing for work associated with signals listed in Exhibit A shall be in proportion to County responsibility for each signal as shown on Exhibit A. City will invoice City not more than 30 days after the end of each quarter of the fiscal year.
13. The County may, at any time, investigate any bill for work performed and determine the accuracy of the report or an amount billed. The City shall make available for investigation, at no cost to County, all records, including historical records and books of the City relating to performance of this Agreement necessary for verification of a report. Such investigation may be done by the County or any person selected by the County. Neither payment of a billing nor a failure to make an investigation shall be deemed to prevent subsequent investigation by the County.

#### **County Obligations**

1. The County shall pay the cost for power to each signal as shown on Exhibit A in the proportion to County responsibility for each signal. The County shall pay the power cost related to the signals listed in Exhibit B. County shall also pay or cause to be paid the power costs associated with the streetlights covered by this agreement.
2. The County shall pay City within thirty (30) days after receipt of an invoice from the City.

3. The County agrees to allow the City the right to enter onto and occupy County right-of-way for the construction, installation, and maintenance of traffic signal and street light equipment.
4. To the extent it becomes necessary to obtain the right for City to enter upon private property to perform work described in this Agreement, County shall be responsible for obtaining such rights as are necessary for City to do the work.

### **General Provisions**

1. Responsibility for damages to a traffic signal, other electrical traffic control device or street light shall be as follows:
  - a. City shall provide information concerning repair costs associated with damage to a County signal, or a streetlight covered by this agreement.
  - b. Damage caused by a contractor of either the City or County shall be billed to the party who hired the contractor. Damages to signals listed on Exhibit A resulting from third party traffic accidents will be collected by the City. City will apply the amounts collected to repair of the damage and shall not bill County for any such amounts so collected and applied. Amounts not collected shall be paid by the County in the proportion to County responsibility for each signal as shown on Exhibit A. Damages to signals listed on Exhibit B resulting from third party traffic accidents will be collected by the County. Amounts not collected shall be paid by the County.
2. County shall provide City access to the County's information technology infrastructure that serves signal operations and electronic communication for staff ("Signal IT Infrastructure"). City and County agree to transfer control of the Signal IT Infrastructure from County to City not more than 12 months from the date of this Agreement and to use best efforts to accomplish the transfer within that time. County will maintain the Signal IT Infrastructure until transfer to the City is accomplished. Each party will pay its own costs associated with the work required to accomplish the transfer.
3. County will transfer to City all software and hardware necessary for operation of school flashers.
4. Any additional traffic signals added after this agreement will be added to Exhibit A or Exhibit B depending on location, with a percentage of responsibility allocated between the parties based on the roads coming into the intersection. Signals may be deleted from this agreement by agreement of the parties. Amendments to this agreement under this paragraph may be done by written agreement executed by the Chair and the City Manager or their respective designees.

5. Each party shall designate an employee responsible for administration of this Agreement.
6. City and County will meet quarterly to discuss signal operations and maintenance services and future road projects.
7. County currently pays for power for certain signals that are the subject of this Agreement under agreements with the Oregon Department of Transportation (ODOT) and Portland General Electric (PGE) Until such time as these agreements are assigned to Gresham, County shall continue to pay for power under these agreements and shall receive an appropriate credit for such payments.
8. County shall have access to such books, documents, papers, and records of City as are necessary for the purpose of making copies or performing an audit. Any copies provided or any audit shall be at the sole cost of the County.

#### **ADDITIONAL PROVISIONS**

- A. All notices and other communications to the parties under this IGA must be in writing, and shall be addressed respectively as follows:

City of Gresham  
Attention: Transportation Division Manager  
Department of Environmental Services  
1333 NW Eastman Parkway  
Gresham, OR 97030

Multnomah County  
Attention: Transportation Support Services Manager  
Department of Community Services  
1620 SE 190<sup>th</sup> Ave.  
Portland, OR 97233

All payments shall be addressed as follows:

City of Gresham  
Attn: Financial Services Division Manager  
Finance and Management Services Dept  
1333 NW Eastman Parkway  
Gresham, OR 97030

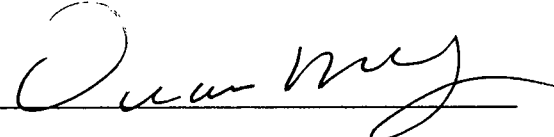
All notices shall be given (i) by personal delivery to the party, (ii) certified or registered mail, return receipt requested, or (iii) by electronic communication followed immediately by registered or certified mail return receipt requested. All notices shall be effective and shall be deemed delivered (a) if by personal delivery, on the date of delivery, (b) if by certified or registered mail on the date delivered to the United States Postal Service as shown on the

receipt; and (c) if by electronic communication, on the date the confirmation is delivered to the United States Postal Service as shown on the actual receipt. A party may change its address from time to time by notice to the other party.

- B. The failure of a party to insist on the strict performance of any provision of this IGA or to exercise any right, power or remedy upon a breach of any provision of this IGA shall not constitute a waiver of any provision of this IGA or limit the party's right thereafter to enforce any provision or exercise any right.
- C. No modification of this IGA shall be valid unless made in writing and duly executed by the parties.
- D. The parties agree that in construing this IGA no covenants shall be implied between the parties except the covenants of good faith and fair dealing.
- E. This IGA shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- F. Each party shall take from time to time, for no additional consideration, such actions and execute such instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this IGA.
- G. Each and every power and remedy specifically given to the non-defaulting parties shall be in addition to every other power and remedy now or hereafter available at law or in equity (including the right to specific performance), and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission in the exercise of any such power or remedy and no renewal or extension of any payments due under this IGA shall impair such power or remedy or shall be construed to be a waiver of any default.
- H. The provisions of this IGA shall survive its termination to the full extent necessary for their enforcement and the protection of the party in whose favor they run.
- I. This IGA shall bind and inure to the benefit of the parties and their successors and assigns.
- J. A material consideration of the parties entering into this IGA is that parties will make all payments as and when due and will perform all other obligations under this IGA in a timely manner. Time is of the essence of each and every provision of this IGA.
- K. This IGA may be executed in counterparts, all of which taken together shall constitute a single Agreement.

- L. This IGA shall not be construed to create a partnership between the parties or to authorize any party to act as agent for any other party or parties except as expressly provided in this IGA.
- M. This IGA, including all attached exhibits, contains the entire and final understanding of the parties relating to the transfer and maintenance of roads and associated drainage facilities. This IGA may only be amended by the mutual agreement of the parties.
- N. In the event a dispute arises concerning this Agreement, the City and the County agree that the dispute shall initially be referred to the City Manager and County Chief Financial Officer, or their designees. If negotiation does not resolve the dispute, the City and County agree that the dispute shall be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within 10 days of written notice by either party to the other requesting mediation, then each party shall appoint a representative who has been qualified as a mediator in Oregon. The representatives shall choose a mediator who shall serve as the mediator in the dispute.
- O. The parties recognize that this Agreement may not address all details that might arise in during the term of this agreement. Each party shall negotiate in good faith such additional details and all additional agreements shall be memorialized in writing.

MULTNOMAH COUNTY

By 

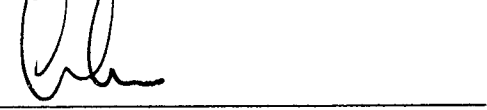
Title: MULTNOMAH COUNTY CHAIR

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-24 DATE 12-15-05  
DEBORAH L. BOGSTAD, BOARD CLERK

CITY OF GRESHAM

By 

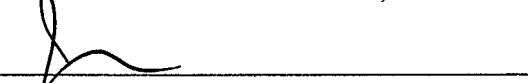
Title: Mayor

By 

Title: City Manager

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John Thomas  
Deputy County Attorney

Approved as to form:

  
Gresham City Attorney's Office

## EXHIBIT A

SPLIT JURISDICTION SIGNALS & FLASHERS		City Share	County Share
1	Halsey Street & 201st Avenue	50%	50%
2	Stark St & 248th/Mount Hood Hospital	50%	50%
3	Stark St & Hale	50%	50%
4	Stark Street & 257th Avenue	25%	75%
5	Glisan St & 223rd/Fairview Ave	50%	50%
6	Glisan Street & 207th Avenue	50%	50%
7	Glisan Street & LSI	50%	50%
8	Glisan Street & Wood Village Blvd	50%	50%
9	Glisan Street & 242nd Avenue	25%	75%

## EXHIBIT B

	<b>COUNTY INTERSECTIONS</b>	<b>County Share</b>
1	257th Avenue & 257th Way	100%
2	257th Avenue & Cherry Park North	100%
3	257th Avenue & Columbia Highway	100%
4	Buxton Road & Cherry Park	100%
5	Stark Street & Evans Street	100%
6	Stark Street & Troutdale Road	100%
7	SW Cherry Prk & SW Sturges Ln	100%
8	Troutdale & Cochrane	100%
9	Halsey & 7 <sup>th</sup>	100%
10	Halsey St & 223rd/Fairview Ave	100%
11	Halsey Street & 207 <sup>th</sup>	100%
12	223rd at Park Lane / Mult Kennel Club	100%
13	238th Avenue & Arata Road	100%
14	257th Avenue & Cherry Park South	100%
15	Halsey Street & 238th Drive	100%
16	Sandy Blvd @ 238th Ave	100%
17	Orient Drive & 282nd Avenue	100%
18	Sandy Blvd @ 207 <sup>th</sup> Ave	100%
19	Sandy Blvd @ 223 <sup>rd</sup> Ave	100%
	<b>COUNTY FLASHERS</b>	
1	Division & 302nd Avenue	100%
2	Division Street & Troutdale Rd	100%
3	Dodge Park & 302nd Avenue	100%
4	Hogan Road & Rugg Road	100%
5	Hurlburt Rd @ Evans	100%
6	Lusted Road & 302nd Avenue	100%
7	282nd Avenue & Stone Road	100%
8	Glisan at Woodland School in Fairview (school flasher)	100%