

ANNOTATED MINUTES

*Tuesday, August 29, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFINGS

- B-1 Community Action Program Office Year End Fiscal Report for Fiscal Year 1995. Presented by Rey España and Debbie Gruenfeld..*

REY ESPAÑA, DEBBIE GRUENFELD AND WENDY LEBOW PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

- B-2 Portland Development Commission Review and Discussion on Proposed Economic Investment Policy Operating Principles and Proposed Enterprise Zone Investment Guidelines. Presented by Mark Clemons.*

CHRISTOPHER JUNIPER AND JESS McKINLEY PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. PDC TO SEND BOARD NOTIFICATION OF ABATEMENT APPLICATIONS AFFECTING COUNTY AND ADVISE OF SCHEDULED PUBLIC INPUT AND/OR HEARING TIMES.

*Thursday, August 31, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley and Commissioners Gary Hansen, Dan Saltzman present, and Commissioner Tanya Collier excused.

CHAIR STEIN ACKNOWLEDGED THE CONTRIBUTIONS OF THE LATE STATE REPRESENTATIVE TONY FEDERICI.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-6)
WAS UNANIMOUSLY APPROVED.**

NON-DEPARTMENTAL

- C-1 *Appointment of KATE LORE to the MULTNOMAH COUNTY
COMMUNITY ACTION COMMISSION*
- C-2 *Appointments of SHIRLEY EVANS and JAMES RAPP to the MULTNOMAH
AND WASHINGTON COUNTIES REGIONAL STRATEGIES BOARD*
- C-3 *Appointment of MAXINE THOMPSON to the MULTNOMAH
COMMISSION ON CHILDREN AND FAMILIES*
- C-4 *Appointment of GRETCHEN SCHUETTE to the REGIONAL ARTS AND
CULTURE COUNCIL*

DEPARTMENT OF HEALTH

- C-5 *Approval of Agreement 200796 with Oregon Health Sciences University
Providing Evidentiary Exams for Sexual Assault Victims Aged 14 and Older*
- C-6 *Approval of Amendment to Agreement 201004 with Oregon Health Division
and Office of Medical Assistance Programs for Six Month Extension of
MCH Hotline Operation*

REGULAR AGENDA

PUBLIC COMMENT

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

**RICK PAUL WRITTEN AND ORAL COMMENTS
REGARDING RESULTS OF 1995 MULTNOMAH
COUNTY FAIR AND SITING OF 1996 EVENT.
FRANK KNAPP COMMENTS REGARDING FAIR.
BOARD RESPONSE AND ACKNOWLEDGEMENT OF
EFFORTS OF FRIENDS OF THE FAIR.**

**RICH TONNESON WRITTEN AND ORAL
COMMENTS REQUESTING RESOLUTION OR
ENFORCEMENT OF A LAND USE POLICY ISSUE
AND RESPONSE TO BOARD EXPLANATION.**

DEPARTMENT OF HEALTH

R-2 *Recognition of Community Health Nurse LARRIE NOBLE for Thirty Years
of Service to the Multnomah County Health Department*

**JUDY BRANDEL AND CHAIR STEIN
PRESENTATION REGARDING VARIOUS
ACCOMPLISHMENTS OF LARRIE NOBLE. BOARD
GREETED, ACKNOWLEDGED AND PRESENTED
RECOGNITION AWARD TO MS. NOBLE.**

DEPARTMENT OF LIBRARY SERVICES

R-9 *RESOLUTION Supporting the Library Foundation*

**COMMISSIONER MOVED AND COMMISSIONER
SECONDED, APPROVAL OF R-9. EXPLANATION.
RESOLUTION 95-189 UNANIMOUSLY APPROVED.**

DEPARTMENT OF HEALTH

R-3 *Approval of a Notice of Intent to Apply to the Department of Agriculture
for \$50,000 to Expand the County's Women, Infants and Children's (WIC)
Supplemental Nutrition Program*

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-3. ELLEN BARTHOLOMEW EXPLANATION.
NOTICE OF INTENT UNANIMOUSLY APPROVED.**

R-4 *Second Reading and Request for Adoption of an ORDINANCE to Provide
Fee Schedule Changes for Environmental Health Section of the Department
of Health*

**ORDINANCE READ BY TITLE ONLY, COPIES
AVAILABLE. COMMISSIONER SALTZMAN MOVED
AND COMMISSIONER KELLEY SECONDED,
APPROVAL OF SECOND READING AND**

**ADOPTION. NO ONE WISHED TO TESTIFY.
ORDINANCE 828 UNANIMOUSLY APPROVED.**

DISTRICT ATTORNEY'S OFFICE

- R-5 *Approval of Agreement 500266 with Children's Services Division Providing Legal Consultation and Processing, Filing and Litigation Services for Termination of Parental Rights Cases in Multnomah County Juvenile Court*

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-5. JUDY PHELAN EXPLANATION
AND RESPONSE TO BOARD QUESTIONS.
AGREEMENT UNANIMOUSLY APPROVED.**

- R-6 *Approval of Notice of Intent to Apply to the Bureau of Justice Assistance for a \$275,000 Gang Organized Crime and Narcotics (OCN) Violence Enforcement Program Grant*

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-6. MS. PHELAN EXPLANATION AND
RESPONSE TO BOARD QUESTIONS. NOTICE OF
INTENT UNANIMOUSLY APPROVED.**

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- R-7 *Budget Modification DJJS 3 Authorizing Transfer of \$67,821 from Permanent to Temporary Staff and Deletion of One Full-Time Position*

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-7. FOLLOWING MARIE EIGHMEY
EXPLANATION AND RECOMMENDATION AND
UPON AMENDED MOTION OF COMMISSIONER
KELLEY, SECONDED BY COMMISSIONER
HANSEN, THE BUDGET MODIFICATION WAS
UNANIMOUSLY POSTPONED INDEFINITELY.**

- R-8 *Budget Modification DJJS 4 Authorizing Transfer of \$23,536 from Contract to Motor Pool to Purchase a Van to Transport Payback Program Youth to Work Sites*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-8. MS. EIGHMEY EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-10 *Second Reading and Adoption of an ORDINANCE Amending Ordinance No. 740 Relating to Benefits for Employees Not Covered by Collective Bargaining Agreement*

ORDINANCE READ BY TITLE ONLY, COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 829 UNANIMOUSLY APPROVED.

- R-11 *RESOLUTION Authorizing Issuance and Negotiated Sale of \$8,400,000 Certificate of Participation Anticipation Note Sale to Finance Costs of Additional Beds at the Juvenile Justice Complex*

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-11. DAVE BOYER AND BOB NILSEN EXPLANATAION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 95-190 UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-12 *RESOLUTION Supporting the Portland-Astoria Interim Corridor Strategy*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-12. ED PICKERING AND JIM OWENS EXPLANATAION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 95-191 UNANIMOUSLY APPROVED.

- R-13 *RESOLUTION Vacating a Portion of S.W. Radcliffe Court Situated 28.78 Feet, More or Less, North of S.W. Radcliffe Road*

**COMMISSIONER HANSEN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-13. JOHN DORST EXPLANATION.
RESOLUTION 95-192 UNANIMOUSLY APPROVED.**

R-14 *Approval of Agreement 300356 with Oregon Department of Transportation,
for Reimbursement of Construction Costs of the Sauvie Island Bridge
Approach Widening Project*

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL
OF R-14. JEAN FEARS TESTIMONY IN SUPPORT.
STAN GHEZZI EXPLANATION AND RESPONSE TO
BOARD QUESTIONS. AGREEMENT
UNANIMOUSLY APPROVED.**

There being no further business, the meeting was adjourned at 10:20 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (530) 248-5262

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN •	CHAIR	•248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	•248-5219
TANYA COLLIER •	DISTRICT 3	•248-5217
SHARRON KELLEY •	DISTRICT 4	•248-5213

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

AUGUST 28, 1995 - SEPTEMBER 1, 1995

Tuesday, August 29 , 1995 - 9:30 AM - Board Briefings.....Page 2

Thursday, August 31 , 1995 - 9:30 AM - Regular Meeting.....Page 2

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

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

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

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REGULAR MEETING

CONSENT CALENDAR

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- C-2 Appointments of SHIRLEY EVANS and JAMES RAPP to the MULTNOMAH AND WASHINGTON COUNTIES REGIONAL STRATEGIES BOARD*
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DEPARTMENT OF HEALTH

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R-14 *Approval of Agreement 300356 with Oregon Department of Transportation, for Reimbursement of Construction Costs of the Sauvie Island Bridge Approach Widening Project*

TANYA COLLIER
Multnomah County Commissioner
District 3



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

M E M O R A N D U M

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

FROM: Stuart Farmer, Staff Assistant to Commissioner Collier

DATE: August 4, 1995

SUBJECT: Commissioner Collier's Medical Leave

Please excuse Commissioner Collier from all Board meetings on the following dates for medical leave:

August 10, 1995
August 15 & 17, 1995
August 22 & 24, 1995
August 29 & 31, 1995
September 5 & 7, 1995
September 12 & 14, 1995

BOARD OF
COUNTY COMMISSIONERS
1995 AUG -4 AM 11:09
MULTNOMAH COUNTY
OREGON

Meeting Date: AUG 31 1995
Agenda No. : C-1

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

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Citizen Advisory Boards & Commissions

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: Thursday August 31, 1995
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointments:

Regional Arts & Culture Council:

Gretchen Schuette, County Position #1

Term Ending 6/30/97

Community Action Commission:

Kate Lore, Seat #3/Private Sector

Term Ending 6/30/97

Multnomah Commission on Children & Families:

Maxine Thompson

Term Ending 9/01/99

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steen

OR

MANAGER: _____

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

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BOARD OF
COUNTY COMMISSIONERS
1995 AUG 21 PM 12:42
MULTNOMAH COUNTY
OREGON

BOARDS AND COMMISSIONS



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)

MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION

CAA Cte.

B. Name Kate Lore

Address 1524 Holly St.

City West Linn State OR Zip Code 97068

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County. (Neither)

Home Phone 657-3351

C. Current Employer First United Methodist Church

Address 1838 SW Jefferson

City Portland State OR Zip Code 97201

Your Job Title Outreach Coordinator

Work Phone 228-3195 (Ext) N.A.

Is your place of employment located in Multnomah County? Yes X No _____

D. Previous Employers	Dates	Job Title
<u>Self-Employed</u>	<u>1987-1993</u>	<u>Child care operator</u>
<u>The Market Place</u>	<u>1984-1986</u>	<u>Manager</u>
<u>Univ. of Calif at Santa Cruz</u>	<u>1980-1982</u>	<u>Social Researcher</u>

CONTACT: **DANA BROWN, STAFF**
MCCAC

426 SW STARK, 6TH FLOOR
PORTLAND OR 97204

21
248-5466 x4780 / 248-3332 (FAX)

OFFICE OF THE MULTNOMAH COUNTY CHAIR
1120 SW FIFTH, ROOM 1410
PORTLAND, OREGON 97204
(503) 248-3308

Name of Organization	Dates	Responsibilities
Downtown Ministries	1994.-	help coordinate outreach project
Basic Rights Oregon (formerly No on 13)	1995-	Hold info. meetings
Beyond War	1987-1991	Coordinate meetings, speakers, special events
- Many more that I can share upon request -		

F. Please list all post-secondary school education and any training experiences.

Name of School	Dates	Responsibilities
University of Calif at Santa Cruz	1979-1982	B.A. in Sociology
Instructor (private): Rene Pinot	1994-1995	Conversational Spanish
Clackamas Com. College	1989-1990	Certificate in Gerontology

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Barbara Baker 2616 SE 58th Portland 97206 774-3451

Rev. Woodley White First Presbyterian 1200 SW Alder PDX 97205 228-7331

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

I have the full support of my family (husband & 2 kids) and my employers. There are no conflicts of interest that I can foresee.

I. Affirmative Action Information

Anglo / Caucasian
sex/racial ethnic background

Birth date: Month 4 Day 17 Year 60

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Kale Lore Date 5-5-95

Meeting Date: **AUG 31 1995**
Agenda No. : C-2

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

AGENDA PLACEMENT FORM

SUBJECT: Appointment Regional Strategies Board

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: Thursday August 31, 1995
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointments:
Regional Board/Regional Strategies Program/2-year terms ending 7/1/97
James H. Rapp
Shirley Evans

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Beverly Steind

OR

MANAGER: _____

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 AUG 21 PM 12:42

PRESIDENT

Howard Werth
Gunderson Inc.

VICE-PRESIDENT

Dan Ten Eyck
Reynolds Metals Co.

SECRETARY/
TREASURER

Vicki Tagliafico
Oregon Steel Mills, Inc.

MEMBER COMPANIES

Calbag Metals Co.

Cascade Steel Rolling Mills

Consolidated Metco, Inc.

Durametal Corporation

ESCO Corporation

Eagle Foundry Co.

Gunderson Inc.

Northwest Aluminum Co.

N.W. Pipe & Casing
Company

Oregon Metallurgical
Corporation

Oregon Steel Mills, Inc.

PED Manufacturing, Ltd.

Precision Castparts Corp.

Reynolds Metals Co.

Schnitzer Steel Products

Teledyne Wah Chang
Albany

VARICAST

EXECUTIVE DIRECTOR
Kathleen Curtis Dotten

OREGON METALS INDUSTRY COUNCIL

101 SW Main Street, Suite 245
Portland, Oregon 97204-3210
(503) 223-0719 FAX (503) 223-0816

July 25, 1995

Beverly Stein
Multnomah County Chair
1120 SW Fifth Avenue Room 1515
Portland, Oregon 97204

Dear Commissioner Stein,

I am proud to forward Shirley Evans' application for a position on the Multnomah and Washington Counties Regional Strategies Board. Shirley is chairperson of the Oregon Metals Industry Council Regional Strategies and Workforce Development Committee. She is an active and valuable member of the Council.

Shirley deals daily with the issues of growth and workforce development that the Regional Strategies Board is focused on. Her expertise goes beyond the metals industry. As Shirley's volunteer activities demonstrate, she is committed to the communities she lives in. She currently serves on the Board of Directors for Out Front House, a youth-focused social service agency in Portland. She has had a very diverse background in Human Resources, most recently in the Los Angeles area, where the workforce challenges are far greater than those we face in Oregon.

I recommend Shirley for appointment to the Regional Strategies Board. I believe you will find her a valuable member with a strong commitment to the community and to building opportunities for all.

Sincerely,



Howard Werth
President

 **RECEIVED**

JUL 27 1995

BEVERLY
MULTNOMAH COUNTY CHAIR

MAJOR EMPLOYMENT

For the past 16 years I have been employed in various Human Resources positions. I am experienced in labor relations as well as civil rights and discrimination matters and have developed and conducted training programs for diverse workforces.

From 1977 to 1979 I was Development Director for KBPS Radio. I wrote grants to such funding agencies as the Corporation for Public Broadcasting, the Oregon Community Foundation and the Metropolitan Arts Commission and worked closely with a Board comprised of Oregon community leaders.

Volunteer Experience

- Chairperson of the Robert Gray Citizens' Advisory Council (approximately 1975)

- Committee Member of Boy Scout Troop #256 (1978-79)

- Helped develop and implement pilot TAG program for Portland Public Schools

- Served on an Anti-Gang Task Force for the Los Angeles Unified School District (1987-88)

- Member of the Board of Directors for Out Front House, an independent living program for troubled youth (1979-87, 1990-95)

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Multnomah/Washington Counties Regional Strategies Board

B. Name: Shirley J. Evans

Address: 4750 S.W. 38th Place

City/State/Zip: Portland, Oregon 97221

Home Phone: 245-8843

C. Current Employer: Northwest Pipe & Casting Company

Address: P.O. Box 83149

City/State/Zip: Portland, Oregon 97283-0149

Work Phone/Extension: 240-6614

Occupation: Corporate Director of Human Resources

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M ☒ F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 5 Date 11 Year 34

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

See attached list

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

None

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Donald Barney, 1211 S.W. Fifth, Portland, Oregon

222-0146

Bonnie Gilchrist, 319 S.W. Washington, Portland, Oregon

243-1030

I. My signature affirms that all information is true to the best of my knowledge and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration, or subsequent to appointment to a board or commission, may result in dismissal.

Signature: Shirley Evans

Date: 7-10-95

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULTNOMAH COUNTY OREGON

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RECEIVED
JUL 03 1995

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A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

① Regional Strategies Board

② Any environmental or parks-type committee

B. Name: James H. Kape

Address: 1525 NE 24th Avenue #205

City/State/Zip: Portland OR 97232

Home Phone: 503-287-6646

C. Current Employer: McKeever/Morris (as of 9/5/95)

Address: 722 SW 2nd Ave #100

City/State/Zip: Portland OR 97204

Work Phone/Extension: 228-9352

Occupation: Consultant

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: ☒ M / ☐ F

Racial/
Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian
☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 5 Date 15 Year 50

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

<u>1984 - 1995</u> <u>numerous boards</u> <u>+ organizations (served</u> <u>on board)</u>	<u>City of Sherwood, OR City Manager</u> <u>The Wetlands Conservancy, Sherwood Chamber of Commerce</u> <u>Tualatin Riverkeepers, Washington County Visitors</u> <u>Association and on and on ...</u>
--	---

F. Circle from the list below fields in which you have interest or ability:

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Food Services

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Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

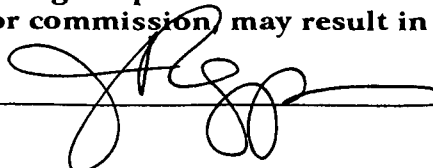
NONE, except that which might arise
on a specific issue relative to my employment

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Pat Scruggs 0426 SW Dakota Portland 97201 246-6148
Ethan Seltzer c/o PSU Box 751 Portland 97207 725-5120

I. My signature affirms that all information is true to the best of my knowledge and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration, or subsequent to appointment to a board or commission, may result in dismissal.

Signature: _____



Date: _____

6/27/95

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

Meeting Date: AUG 31 1995
Agenda No. : C-3

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

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Citizen Advisory Boards & Commissions

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: Thursday August 31, 1995
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: County Chair's Office

CONTACT: Delma Farrell

TELEPHONE: X-3953
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointments:

Regional Arts & Culture Council:

Gretchen Schuette, County Position #1

Term Ending 6/30/97

Community Action Commission:

Kate Lore, Seat #3/Private Sector

Term Ending 6/30/97

Multnomah Commission on Children & Families:

Maxine Thompson

Term Ending 9/01/99

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steen

OR

MANAGER: _____

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

forms\apf.doc

BOARD OF
COUNTY COMMISSIONERS
1995 AUG 21 PM 12:42
MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Multnomah Commission on Children and Families

B. Name: Maxine Thompson

Address: 2621 NE 21st Avenue

City/State/Zip: Portland OR 97209 97212

Home Phone: 288-8125

C. Current Employer: Leaders Roundtable

Address: 221 NW 2nd Avenue

City/State/Zip: Portland OR 97209

Work Phone/Extension: 228-8617 x231

Occupation: Administrator

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M / (F)

**Racial/
Ethnic Background:** African-American Asian (Caucasian)
 Hispanic Native American Other

Date of Birth: Month 5 Date 19 Year 52

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

9-93-present

Coordinator for Leaders Roundtable
Portland Future Focus Staff

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other Education

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Ronald B. Gould / Deloitte + Touche / 727-5299
Don Ballinger / Loaves + Fishes / 777-2424

I. My signature affirms that all information is true to the best of my knowledge and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration, or subsequent to appointment to a board or commission, may result in dismissal.

Signature: Maryne Thompson Date: 7-20-95

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

Meeting Date: **AUG 31 1995**
Agenda No. : C-4

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

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Citizen Advisory Boards & Commissions

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: Thursday August 31, 1995
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: County Chair's Office

CONTACT: Delma Farrell

TELEPHONE: X-3953
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Appointments:

Regional Arts & Culture Council:

Gretchen Schuette, County Position #1

Term Ending 6/30/97

Community Action Commission:

Kate Lore, Seat #3/Private Sector

Term Ending 6/30/97

Multnomah Commission on Children & Families:

Maxine Thompson

Term Ending 9/01/99

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

MANAGER: _____

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

forms\apf.doc

BOARD OF
COUNTY COMMISSIONERS
1995 AUG 21 PM 12:42
MULTNOMAH COUNTY
OREGON

GRETCHEN SCHUETTE

Education

PhD Oceanography (Geological)
 Oregon State University, Corvallis Oregon

MS Biology (Botany)
 Central Michigan University, Mt. Pleasant, Michigan

BA English Literature
 Smith College, Northampton, Massachusetts

Summary of Recent Employment

Executive Vice President
Mt. Hood Community College

Dean, Humanities, Sciences, and Learning Assistance
Chemeketa Community College

Director, Instructional Services and Learning Resources
Linn-Benton Community College

Director, College and Community Relations
Linn-Benton Community College

Chair, Humanities Department
Linn-Benton Community College

Faculty, Technical Report Writing and English Composition
Linn-Benton Community College

Adjunct Member of the Graduate Faculty
Department of Educational Foundations, Division of Continuing
Education
Oregon State University

Visiting Professor
Geology Department
University of Oregon

Research Associate
School of Oceanography
Oregon State University

Teaching Assistant
Biology Department
Central Michigan University

Other Employment

Manager, Campaign for U.S. House of Representatives
Michigan District 10

Manager, Campaign for Minnesota State Legislature
Minneapolis District

Dance Aerobics Instructor
Linn-Benton Community College

Recent Appointments

Gresham Area Chamber of Commerce, Vice President for
Economic Development, Executive Board

Commissioner, Metropolitan Human Rights Commission

State School-to-Work Steering Committee, by Governor Barbara
Roberts

Member since 1994 of the National Tech Prep Network, an
organization of the Center for Occupational Research and
Development

Recent presentations

Addressed topics in the areas of leadership, effective
instruction, and student success.

"Barriers on the Educational Reform continuum," Northwest
Regional Conference School-to-Work Transition and Tech Prep.

"Moving in the System," American Association of Women in
Community Colleges Conference.

6/19/95

MEETING DATE: AUG 31 1995

AGENDA NO.: C-5

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: _____

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Contract #200796: OHSU will continue to provide "chain of evidence" exams for adult victims of sexual assault. (Renewal)

9/1/95 ORIGINALS TO KAREN GARBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: *Bill Odegard*

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

1995 AUG 21 PM 12:42
CLERK OF
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Odegaard, Director, Health Department

DATE: August 16, 1995

SUBJECT: Intergovernmental agreement with Oregon Health Sciences University for sexual assault evidentiary exams

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200796 with Oregon Health Sciences University for the period September 1, 1995, to and including August 31, 1996.
- II. Background/Analysis: This is a renewal of an agreement which originated in January 1993. OHSU will continue to provide "chain of evidence" examinations for sexual assault victims aged 14 and over. The District Attorney's Office requires these examinations for prosecution. OHSU will also provide information, training and technical assistance to various law enforcement agencies within the County. The County has a similar agreement with Legacy Emanuel Hospital to provide examinations for child victims of sexual assault.
- III. Financial Impact: The County will reimburse OHSU \$218 per exam. Expenditures for FY 94-95 were approximately \$3,000 per month.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Support the District Attorney's Office in prosecuting criminals.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 200796

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Expenditure Agreement</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>8/31/95</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
--	--	--

Department: Health Division: _____ Date: _____

Contract Originator: Tom Fronk Phone: x4274 Bldg/Room: 160/7

Administrative Contact: Karen Garber Phone: x6207 Bldg/Room: 160/8

Description of Contract:

Sexual assault evidentiary exams for for victims aged 14 and older.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

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

<p>Contractor <u>Oregon Health Sciences University</u></p> <p>Mailing Address: <u>3181 SW Sam Jackson Park Road</u></p> <p style="text-align: center;"><u>Portland, OR 97201</u></p> <p>Phone: _____</p> <p>Employer ID# or SS#: <u>93-1176109</u></p> <p>Effective Date: <u>September 1, 1995</u></p> <p>Termination Date: <u>August 31, 1996</u></p> <p>Original Contract Amount: \$ <u>Requirements</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Bill Brown, Contracts Manager</p> <p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>218 per exam</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	--

REQUIRED SIGNATURES:

Department Manager: Bill Odegaard Date: 8/16/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: Katie Garf Date: 8/18/95

County Chair/Sheriff: Wally Lewis Date: August 31, 1995

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC
01	156	015	0915			6110		0399	Rape Exams		
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager

SEXUAL ASSAULT EVIDENTIARY EXAM AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the _____ day of _____, 1995, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and OREGON HEALTH SCIENCES UNIVERSITY, a public corporation, (hereinafter referred to as "HOSPITAL").

WITNESSETH:

WHEREAS, COUNTY wishes to obtain evidentiary exams for adult victims of sexual assaults occurring in Multnomah County, under terms and conditions hereinafter described; and

WHEREAS, HOSPITAL is able and prepared to provide such sexual assault evidentiary exams, known as "chain of evidence" exams, as COUNTY does hereinafter require, under those terms and conditions set forth; now therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM

The term of this Agreement shall be from September 1, 1995, to and including August 31, 1996, unless sooner terminated under the provisions hereof.

2. SERVICES

HOSPITAL's services under this Agreement shall consist of the following:

- A. Provide sexual assault evidentiary examinations for adult victims of sexual assaults on an as-needed emergency basis. Examinations shall be conducted according to Exhibit A which is attached to this Agreement and by this reference incorporated herein.
- B. Provide information, training and technical assistance, as deemed necessary by HOSPITAL, to COUNTY's District Attorney's Office and to various law enforcement agencies within Multnomah County.

3. COMPENSATION

A. COUNTY agrees to pay HOSPITAL for the performance of those services provided hereunder, which payment shall be based upon the following terms:

- 1) \$218 for each sexual assault examination performed under this agreement.
- 2) HOSPITAL will promptly bill available and identified third-party payors.

- 3) HOSPITAL will bill COUNTY at 60 days from billing date to third parties for all payments not received from billed third parties. Invoices will be sent to:

Multnomah County Health Department
Fiscal Services
P.O. Box 400046
Portland, OR 97204

- 4) COUNTY agrees that these efforts by HOSPITAL to bill and collect from third parties shall be sufficient in meeting the intent of this Agreement concerning collection efforts.

- 5) COUNTY will pay HOSPITAL within 30 days following receipt of invoice.

- 6) HOSPITAL will refund to COUNTY any credit balance on an individual account in excess of billed charges resulting from collection from a third party for services rendered in accordance with this Agreement.

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1996. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify HOSPITAL as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of HOSPITAL.

**INTERGOVERNMENTAL AGREEMENT
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

HOSPITAL is an independent contractor and is solely responsible for the conduct of its programs. HOSPITAL, its employees and agents shall not be deemed employees or agents of COUNTY.

2. INDEMNIFICATION

A. HOSPITAL shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of HOSPITAL, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

B. COUNTY shall defend, hold and save harmless HOSPITAL, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

3. WORKERS' COMPENSATION INSURANCE

HOSPITAL shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. TAXPAYER IDENTIFICATION NUMBER

HOSPITAL shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. SUBCONTRACTS AND ASSIGNMENT

HOSPITAL shall neither subcontract with others for any of the work prescribed herein, nor assign any of HOSPITAL's rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to HOSPITAL.

6. RECORD CONFIDENTIALITY

HOSPITAL agrees to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

7. ACCESS TO RECORDS

HOSPITAL agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency to make such review of the records of the HOSPITAL as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. HOSPITAL shall permit authorized representatives of COUNTY

Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of HOSPITAL. If an Agreement cost is disallowed after reimbursement has occurred, HOSPITAL will make prompt repayment of such cost.

8. ADHERENCE TO LAW

- A. HOSPITAL shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. HOSPITAL shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, HOSPITAL must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. HOSPITAL will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

9. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to HOSPITAL by mail. HOSPITAL shall return to COUNTY within twenty (20) working days a signed acknowledgement of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or HOSPITAL, shall be reduced to writing and signed by both parties.

10. WAIVER OF DEFAULT

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

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by HOSPITAL, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

- B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.
- C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by HOSPITAL to provide a service under this Agreement.
 - 2) Upon notice if HOSPITAL fails to begin services on the date specified in this Agreement, or if HOSPITAL fails to continue to provide service for the entire Agreement period.
 - 3) Upon notice to COUNTY of evidence that HOSPITAL has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. Payment to HOSPITAL will include all services provided through the day of termination and shall be in full satisfaction of all claims by HOSPITAL against COUNTY under this Agreement.
- E. Termination under any provision of this section shall not affect any right, obligation or liability of HOSPITAL or COUNTY which accrued prior to such termination.

12. LITIGATION

- A. HOSPITAL shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against HOSPITAL or any subcontractor of which HOSPITAL may be aware which may result in litigation related in any way to this Agreement.
- B. COUNTY shall give HOSPITAL immediate notice in writing of any action or suit filed or any claim made against COUNTY or any subcontractor of which COUNTY may be aware which may result in litigation related in any way to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. INTEGRATION

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

15. CERTIFICATION REGARDING LOBBYING

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, HOSPITAL shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB CIRCULAR A-128

If HOSPITAL is a sub-recipient of federal funds passed through the COUNTY, HOSPITAL shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers the day and year first above written.

OREGON HEALTH SCIENCES
UNIVERSITY

By _____
Tim Goldfarb
Director of Health Care Systems

Date _____

93-1176109
Contractor's Federal Tax ID Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Multnomah County Chair
Date August 31, 1995

HEALTH DEPARTMENT

By Billi Odegaard
Billi Odegaard, Director
Date 8/19/95

By _____
Tom Fronk, Program Manager
Date _____

REVIEWED:

Laurence B. Kressel, County Counsel for
Multnomah County, Oregon

By Katie Gaetjens
Katie Gaetjens, Assistant
Date 8/18/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 8/31/95
DEB BOGSTAD
BOARD CLERK

EGON HEALTH SCIENCES UNIVERSITY
UNIVERSITY HOSPITAL

MEDICAL REPORT-SEXUAL ASSAULT

A. PATIENT CONSENT

I understand that a separate medical examination for evidence of sexual assault at public expense can, with my consent, be conducted by a medical professional to discover and preserve evidence of the assault. If conducted, the report of the examination and any evidence obtained will be released to law enforcement authorities. I understand that the examination may include the collection of reference specimens at the time of the examination or at a later date. Knowing this, I consent to a medical examination for evidence of sexual assault. I understand that I may withdraw consent at any time for any portion of the examination.

Patient/Parent/Guardian (circle) _____ OHSU Medical Personnel _____ Date _____

B. AUTHORIZATION FOR EVIDENTIAL EXAM

Per ORS 147.375, I request a medical examination and collection of evidence for suspected sexual offense of the patient at no cost to the victim.

Law Enforcement Officer _____ Agency _____ BPST number _____ Date _____

C. PATIENT HISTORY

1. _____
Name of person providing history Relationship to Patient Date/time of Assault(s)

2. Acts described by patient:

Penetration of vagina by:

Penis

Finger

Foreign Object

Describe the object _____

Penetration of Rectum by:

Penis

Finger

Foreign Object

Describe the object _____

Oral copulation of genitals:

of victim by assailant

of assailant by victim

Oral copulation of anus:

of victim by assailant

of assailant by victim

Masturbation:

of victim by perpetrator

of perpetrator by victim

Other

Did ejaculation occur outside a body orifice

If yes describe location on the body _____

Foam, jelly, or condom used (circle)

Lubricant used

Other Acts _____

If more than one perpetrator, identify person _____

Yes	No	Attempt	Unsure

--	--	--	--

Emergency Department 2.7

EXHIBIT A

Additograph

3. Methods used by perpetrator:

Weapon inflicted injuries

Type of Weapon (s):

Physical blows by hands/feet (circle)

Grabbing/ grasping/ holding (circle)

Physical Restraints

Type used:

Bites

Choking

Burns (including chemical, toxic)

Threats of harm to whom:

Other method(s) used

Yes	No	Area of Body

4. Physical injuries and or pain described by patient

Lapse of consciousness

Vomited

Preexisting physical injuries

If yes, describe

Yes	No

5. Post Assault Hygiene/Activity

() not applicable if over 72 hours

urinated

defecated

genital wipe/ wash

bath/ shower/ douche

removed/ inserted tampon, sponge, diaphragm
(circle)

brushed teeth

oral gargle/ swish

changed clothing

Yes	No

6. Pertinent Medical History

Last menstrual period:

Time of most recent consensual intercourse:

(Do not record any other information regarding sexual history on this form)

C. GENERAL PHYSICAL EXAM

1. Height _____ Weight _____ Eye Color _____ Hair Color _____

2. Condition of clothing upon arrival (rips, tears, presence of foreign materials)

3. General physical appearance

4. _____ The absence of visible trauma to the genitals or other body openings does not exclude forced sexual assault in that most assault victims will not have visible evidence of trauma in these areas.

5. Document physical injuries type and location on body diagram.

EXHIBIT A

Addressograph

6. Record evidence and specimens collected:

	Swabs	Dry Mount Slides	Yes	No	N/A
Oral					
Vaginal					
Rectal					
Cervical					
Penile					
Vaginal Wet Mount					
Sperm observed					
_____ motile					
_____ nonmotile					
Clothing					
Foreign materials on body					
Blood					
Dried secretions					
Fiber/ loose hair					
Vegetation					
Dirt/ gravel/ glass					
Pubic Hair combings/ comb					
Standards taken					

D. TREATMENT

STD Prophylaxis
Pregnancy Prophylaxis

Yes	No	N/A

_____ We have offered this patient the use of pregnancy prophylaxis information to prevent pregnancy resulting from this sexual assault incident. We have discussed the risks and side effects of this medication.

Attending Staff signature date

PHYSICAL EXAMINER

RN Signature

Emergency Medicine Resident Signature

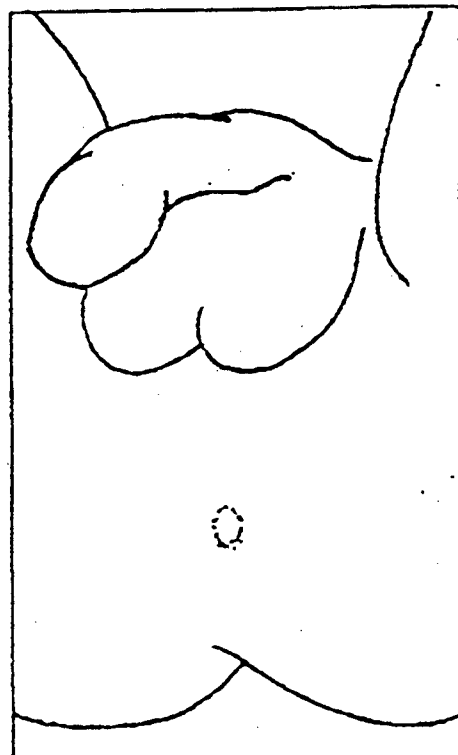
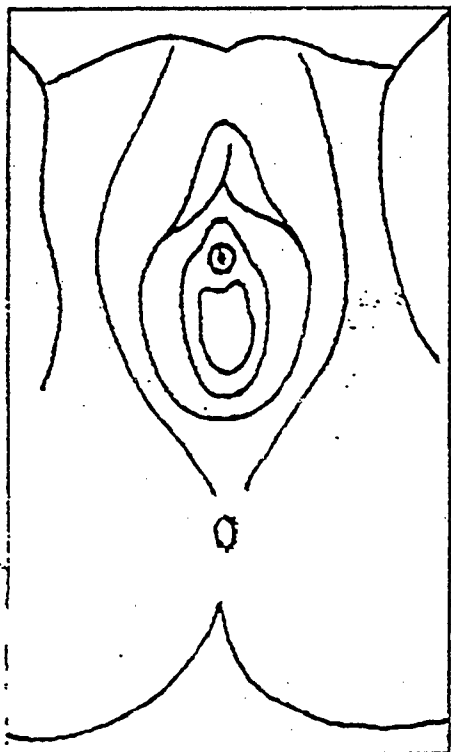
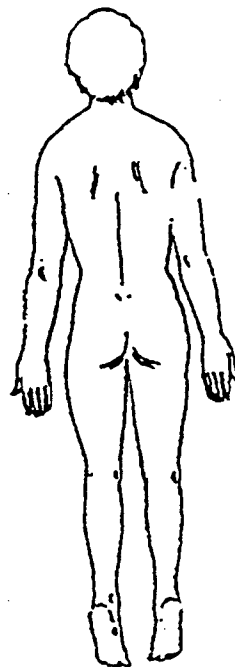
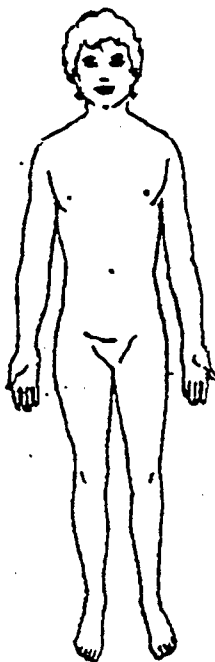
Attending Staff Signature

Emergency Department 2.7 _____



EXHIBIT A

Addressograph



MEETING DATE: AUG 31 1995

AGENDA NO.: C-6

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment 5 to the intergovernmental agreement with the State Health Division and the State Office of Medical Assistance Programs (Contract #201004)

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: _____

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

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

The original agreement provides for the operation of the MCH Hotline, a statewide, toll-free telephone number through which clients can access information about practitioners who provide health care services under Title V and Title XIX. This amendment extends the agreement for an additional six months.

9/1/95 ORIGINALS TO KAREN GARBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Bill Adigaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

1995 AUG 18 PM 1:03
MULTNOMAH COUNTY
OREGON
CLERK OF BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners

FROM: *B. Odegaard* B. Odegaard, Director, Health Department

DATE: August 16, 1995

SUBJECT: Amendment #5 to the intergovernmental revenue agreement with the State Health Division and the State Office of Medical Assistance Programs for the MCH Hotline

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Amendment #5 to Contract #200104 with the State Health Division and the State Office of Medical Assistance Programs (OMAP) for the period upon execution to and including December 31, 1995.
- II. Background/Analysis: The original agreement provides for the operation (by the County) of a statewide toll-free telephone number (the MCH Hotline) for the use of parents, women of child-bearing age, and adolescents to access information about health care providers and practitioners who provide health care services under Title V and Title XIX. Due to uncertainty about funding levels, the Health Division and OMAP are unable to commit to a two-year renewal at this point. This amendment extends the agreement for an additional six months while 95-97 agency budgets are being finalized. The first agreement was executed for FY 1990-91 and has been renewed biennially.
- III. Financial Impact: The County will be reimbursed a total of \$342,665 for the additional six-month period. Health Division funding is \$93,415, OMAP funding \$249,250. This amendment brings total funding for the two-and-a-half-year term (from July 1, 1993, to December 31, 1995) to \$1,646,934.
- IV. Legal Issues: None
- V. Controversial Issues: None

- VI. Link to Current County Policies: Continuing to cooperate with other government agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 201004

Amendment # 5

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Expenditure Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-6</u> DATE <u>8/31/95</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
--	--	--

Department: Health Division: _____ Date: 8/3/95

Contract Originator: Tom Fronk Phone: x4274 Bldg/Room: 160/7

Administrative Contact: Karen Garber Phone: x6207 Bldg/Room: 160/8

Description of Contract:

MCH Hotline. This amendment extends the agreement for an additional 6 months and provides additional funding accordingly.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

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

<p>Contractor Name: <u>Oregon Health Division AND</u></p> <p>Mailing Address: <u>Office of Medical Assistance</u></p> <p><u>Programs (OMAP) 203 Public Service Bldg</u></p> <p><u>Salem, OR 97310</u></p> <p>Phone: _____</p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>Upon execution</u></p> <p>Termination Date: <u>December 31, 1995</u></p> <p>Original Contract Amt: <u>\$867,000 OMAP/244,369 OHD</u></p> <p>Total Amt of Previous Amendments: <u>\$ 130,000/62,900</u></p> <p>Amount of Amendment: <u>\$249,250 OMAP/93,415 OHD</u></p> <p>Total Amt of Agrmnt: <u>\$1,246,250 OMAP/400,684 OHD</u></p>	<p>Cindy Miller, Contracts Officer, OMAP, 945-5945</p> <p>Lorraine Duncan, MCH Systems Manager, OHD,</p> <p>731-4000 (Portland)</p> <p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	--

REQUIRED SIGNATURES:

Department Manager: *Bill Odegaard* Date: 8/3/95

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: *Kurtis Taylor* Date: 8/7/95

County Chair/Sheriff: *Patricia Dean* Date: August 31, 1995

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC
01	156	015	0875			6050		0396	MCH Hotline	Exp	
02	156	015	0875			2371		0396	MCH Hotline	Rev	
03											

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager

MCH HOTLINE CONTRACT #201004

	OREGON HEALTH DIVISION		OMAP	GRAND TOTAL
	Operating Expenses	Advertising Expenses	Advertising & Operating	
Original Contract	\$144,369	\$100,000	\$867,000	\$1,111,369
<i>Amendment #1</i>	<i>\$18,400</i>	<i>\$0</i>	<i>\$0</i>	<i>\$18,400</i>
New Total	\$162,769	\$100,000	\$867,000	\$1,129,769
<i>Amendment #2</i>	<i>\$4,500</i>	<i>\$0</i>	<i>\$0</i>	<i>\$4,500</i>
New Total	\$167,269	\$100,000	\$867,000	\$1,134,269
<i>Amendment #3</i>	<i>\$40,000</i>	<i>\$0</i>	<i>\$40,000</i>	<i>\$80,000</i>
New Total	\$207,269	\$100,000	\$907,000	\$1,214,269
<i>Amendment #4</i>	<i>\$0</i>	<i>\$0</i>	<i>\$90,000</i>	<i>\$90,000</i>
New Total	\$207,269	\$100,000	\$997,000	\$1,304,269
<i>Amendment #5</i>	<i>\$93,415</i>	<i>\$0</i>	<i>\$249,250</i>	<i>\$342,665</i>
New Total	\$300,684	\$100,000	\$1,246,250	\$1,646,934

AMENDMENT TO
INTERAGENCY AGREEMENT
FOR MCH HOTLINE

The Interagency Agreement between Multnomah County Health Department, Oregon Health Division and the Office of Medical Assistance Programs for the period July 1, 1993 through [June 30, 1995] December 31, 1995 is hereby amended.

The agreement provides for a toll-free telephone number for use by parents, women of child-bearing age, and adolescents to access information about health care providers and practitioners who provide health care services under Title V and Title XIX.

This is amendment #5 of Health Division original contract # 94138, OMAP contract # 30350

Language to be deleted is shown in [brackets] and new language is underlined.

Reimbursement from OMAP is increased to a total of [\$997,000] \$1,246,250 total funds.

Reimbursement from the Health Division is increased to a total of [\$207,269] \$300,684 of which \$205,110 will be from General funds.

Continuation of this agreement is contingent on approval of agency budgets for 95-97.

All other terms and conditions of the original agreement and all amendments remain in effect.

Dated June 6, 1995

MULTNOMAH COUNTY:

Billie Odegard 7/3/95
Billie Odegard Date
Director
Multnomah County Health Department

Peter McLean 8/1/95
Peter McLean Date
Program Manager

Laurence Kressel 8/7/95
Laurence Kressel Date
County Counsel

OMAP:

Hersh Crawford Date
Acting Director/Delegate

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 8/31/95
DEB BOGSTAD
BOARD CLERK

OREGON HEALTH DIVISION:

Donna L. Clark 7/31/95
Donna L. Clark Date
Assistant Administrator
Title V Director

Lorraine Duncan 7/31/95
Lorraine Duncan Date
MCH Systems Manager

Patty Neuhaus 7/31/95
Patty Neuhaus Date
Business Manager

Marilyn Lewis 7/31/95
Marilyn Lewis Date
Fiscal Manager, OHD

ORIGINAL
AGREEMENT

INTERAGENCY AGREEMENT
FOR MCH HOTLINE

I. PARTIES:

The parties to this agreement are the Multnomah County Health Department (hereafter referred to as Multnomah County) and the Oregon Health Division (hereafter referred to as the Health Division) and the Office of Medical Assistance Programs (here after referred to as OMAP).

II. PURPOSE:

To provide a toll-free telephone number for the use of parents, women of childbearing age, and adolescents to access information about health care providers and practitioners who provide health care services under Title V and Title XIX.

III. TERM: This agreement shall be effective from July 1, 1993 to June 30, 1995. Approval of this contract is contingent upon legislative approval of the Health Division and OMAP budgets.

IV. FUNDING:

The Health Division agrees to pay Multnomah County up to a total of \$144,369, of which \$95,785 will be from non-Federal funds. These funds may be spent on operational costs.

Funds for outreach and advertizing are estimated at \$100,000. Expenditure of these funds will be authorized in writing for program-specific campaigns by the Manager of MCH Systems. Timing and budget of individual campaigns will be jointly developed by Multnomah County and Health Division staff. Non-Federal funds will be used to the extent possible. In the event private donations are received to support specific outreach activities, such as printing and distributing baby books, Multnomah County will not bill the Health Division for the amount of private party support, but will use the private party funds to match Medicaid.

Multnomah County will submit a quarterly expenditure report to the Health Division showing the following items for both the SAFENET Hotline and the Multnomah County Health Information and Referral System. Reports will be due 30 days after the quarter ends, and will be sent to the MCH Systems Manager, Lorraine Duncan.

1. Outreach and Advertizing total expenditures:

portion billed to Health Division

portion billed to OMAP

portion billed to Good Health Plan

2. Operating expenditures:

portion billed to Health Division

portion billed to OMAP
portion billed to Good Health Plan

The Health Division will reimburse Multnomah County only after quarterly reports have been received and approved. Notice of disapproval or payment will be made no later than 60 days after billing. Final report is due to the Health Division by August 10, 1995.

Multnomah County agrees to spend a minimum of \$370,000 on Information and Referral Services using non Federal funds in addition to the funds received from the Health Division.

Multnomah County agrees to bill OMAP on a quarterly basis for that portion of the hotline operational cost chargeable to the Medicaid program. It is understood that the Medicaid portion of the Hotline operational cost will not exceed 90% of the total cost of the Hotline. OMAP will pay the invoice from Multnomah County and will then bill Multnomah County for the General Fund cost of the payment to the County. Multnomah County will reimburse OMAP for the General Fund cost of the payment to the County. Multnomah County certifies that its payment to OMAP will be from nonfederal funds.

The total amount paid to Multnomah County under this agreement from OMAP will not exceed \$867,000 Total Funds. Multnomah County agrees to maintain all records necessary to respond to any audit of Hotline costs billed to the Medicaid program. The final bill to OMAP will be mailed not later than August 10, 1995.

V. RESPONSIBILITIES:

Mutual Responsibilities:

1. Attend quarterly advisory group meetings.

Health Division

1. Establish or maintain agreements with county health departments, Adult and Family Services Division, and Oregon Medical Assistance Programs. The agreements are for the purpose of assuring coordination and participation in policy development for the hotline. The agreements should complement the existing county information and referral service.
2. Monitor expenditures.
3. Provide management and approval for the outreach and advertising campaign plans and activities. The Health Division will provide technical assistance and liaison with all related state programs which would be funding media campaigns.

Multnomah County

1. Operate a statewide 800 number with conference calling capabilities to be in operations from 8:00 to 5:00 Monday through Friday, serving the following clients:
 - a. WIC Clients
 - b. Prenatal Low-Income Clients
 - c. Well-Child Clients, including Immunization for Children
 - d. Low-Income Children in Need of Primary Medical Service
 - e. Children in Need of Mental Health Services
 - f. Children with Special Health Care Needs (including Children with Permanent Disabilities served through CDRC)
 - g. Family Planning Clients
 - h. Low income children in need to dental care.
2. Follow operational guidelines including:
 - a. Basic referral information.
 - b. Written guidelines on how to handle calls.
 - c. Logging system to keep track of calls.
3. Maintain computer system.
4. Maintain capacity for Spanish interpretation services and on call for other foreign language interpreters.
5. Be responsive to the advisory group and to the various needs of the funding agency(ies).
6. Maintain an updated listing of local resources.
7. Maintain the visibility of the Hotline as a focal point for health care information and referral by participating in information sharing meetings throughout the state with health and social service agencies.
8. Maintain information for the purpose of identifying providers most likely to accept Medicaid patients.
9. Maintain "callback" protocol for complex problems surrounding access to service.
10. Maintain at least one membership with relevant professional associations: Northwest Alliance of Information and Referral Systems (NW-AIRS); Alliance of Information and Referral Systems (AIRS); Northwest Information and Referral Association (NIRA); and Oregon Public Health Association (OPHA).
11. Maintain and upgrade skills of Hotline staff by attending trainings and conferences sponsored by NW-AIRS, AIRS, NIRA, and OPHA within available

resources.

12. Return hotline equipment to the Health Division if the hotline is in operation less than five years.
13. Follow Title V Assurances:
 - a. Administrative costs must be no more than 10%. Administrative costs are defined as "Costs incurred by an organization that are not readily identifiable but are nevertheless necessary to the operation of the organization and the performance of its programs. These costs include but are not limited to costs of operating and maintaining facilities for administrative personnel not directly associated with program and administrative salaries, equipment, depreciation, etc."

D. OMAP RESPONSIBILITIES

1. Serve on Advisory Board.
2. Include MCH Hotline Toll-free number on all brochures relating to Maternal & Child Health services for Medicaid clients.
3. Remit Medicaid Federal funds available to support the operation and ongoing outreach efforts of the Hot-line.
4. Provide information on how Medicaid providers can be accessed by Medicaid clients calling the Hotline.

REQUIRED REPORTING BY HOTLINE:

- A. Management reports. Management reports should include progress report on operation of hotline. Reports will also include number of calls by locations, and number of referrals by program area. Management reports should also include data on a sample of followup calls to help identify problems of access. Written and oral reports due at advisory group meetings.
- B. Expenditure reports as described in paragraph IV shall be submitted quarterly, with the final report due August 10, 1995.

VII. CIVIL RIGHTS:

All parties agree to the provisions of the Civil Rights Act of 1964, and to Title V of the Rehabilitation Act of 1973, regarding no discrimination and consideration of the handicapped.

VIII. FEDERAL REQUIREMENTS:

All parties agree to comply with the applicable requirements of P.L. 9735 and OMB circulars A-87, A-128, A-102 in carrying out the provisions of this agreement.

IX. This contract maybe terminated by mutual consent of all parties, or by either party upon 60 days notice in writing and delivered by certified mail or in person.
The Division may terminate this contract effective upon delivery of written notice to Multnomah County, or at such later date as may be established by the Division, under any of the following conditions:

a. If Division funding from State, Federal, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to allow for a reduction in funds.

b. If Federal or State regulations are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract, or are no longer eligible for the funding proposed for payments authorized by this contract.

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

AGREED:

MULTNOMAH COUNTY

Bille Odegard 10/8/93
Bille Odegard (date)

Director
Multnomah County Health Division

Beverly Stein
Beverly Stein
County Chair

Laurence Kressel
Laurence Kressel
County Counsel

OMAP

Jean Thorne
Jean Thorne
Director
Office of Medical Assistance Programs

OREGON HEALTH DIVISION

Donna L. Clark 1/3/94
Donna L. Clark (date)

Assistant Administrator
Title V Director

Lorraine Duncan
Lorraine Duncan
Manager, MCH Systems

Patty Neuhaus 7/21/93
Patty Neuhaus
Business Manager

Marlyn Lewis
Marlyn Lewis
Fiscal Manager

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 12/9/93
DEB BOGSTAD
BOARD CLERK

INTERAGENCY AGREEMENT FOR MCH HOTLINE

 SSSD #
30350-1

The Intraagency Agreement between Multnomah County Health Department, Oregon Health Division, and the Office of Medical Assistance Programs for the period July 1, 1993 through June 30, 1995 is hereby amended.

The agreement provides for a toll-free telephone number for the use of parents, women of child-bearing age, and adolescents to access information about health care providers and practitioners who provide health care services under Title V and Title XIX.

The Oregon Health Division agrees to provide funding for a half-time community information specialist for a period of one year. The person hired for this position will develop SAFENET outreach campaigns for Health Division programs. Timing for outreach activities will be coordinated with the MCH Systems Manager.

Health Division funding for this agreement is increased by \$18,400 to a total of \$162,769. The additional funds are 50% federal, 50% non-federal. Reimbursement from OMAP is not increased under this amendment.

MULTNOMAH COUNTY

Billi Odegaard 2/17/94
Billi Odegaard (date)
Director
Multnomah County Health Department

Beverly Stern
Beverly Stern
County Chair

Laurence Kressel
Laurence Kressel
County Counsel

OMAP

Jean Thorne
Jean Thorne
Director, OMAP

OREGON HEALTH DIVISION

Donna L. Clark 12/15/93
Donna L. Clark (date)
Assistant Administrator
Title V Director

Lorraine Duncan 12/15/93
Lorraine Duncan
MCH Systems Manager

Patry Neuhaus
Patry Neuhaus
Business Manager

Marlyn Lewis
Marlyn Lewis
Fiscal Manager, OHD

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 3-3-94
David A. Harrison
BOARD CLERK

94128A1

AMENDMENT TO INTERAGENCY AGREEMENT FOR MCH HOTLINE

1. This contract is between the State of Oregon acting by and through its Health Division hereafter called OHD and Multnomah County Health Department hereafter referred to as MCHD.

2. Addendum No. 2 of original contract number 94138.

3. The half-time community information specialist added in Addendum No. 1 shall be extended until 6/30/95. Health Division funding for this agreement is increase by \$4,500.00 to a total of \$167,269.00. The additional funds are 50% federal, 50% non-federal. Reimbursement from OMAP is not increased under this amendment.

4. In performing the above, it is understood and agreed that all other terms and conditions of the original contract are still in effect.

Dated this 19th day of October 1994.

MULTNOMAH COUNTY

OREGON HEALTH DIVISION

Billi Odegaard
Billi Odegaard (date)

Director

Multnomah County Health Dept.

Donna L. Clark
Donna L. Clark (date) 11/28/94
Assistant Administrator
Title V Director

Beverly Stein B90
Beverly Stein
County Chair

Lorraine Duncan
Lorraine Duncan
MCH Systems Manager

Laurence Kressel
Laurence Kressel
County Counsel

OMAP

Patty Neuhaus 11/28
Patty Neuhaus
Business Manager

Jean Thorne
Jean Thorne
Director, OMAP

Marlyn Lewis
Marlyn Lewis
Fiscal Manager, OHD

**AMENDMENT TO
INTERAGENCY AGREEMENT
FOR MCH HOTLINE**

The Intraagency Agreement between Multnomah County Health Department, Oregon Health Division, and the Office of Medical Assistance Programs for the period July 1, 1993 through June 30, 1995 is hereby amended.

The agreement provides for a toll-free telephone number for the use of parents, women of child-bearing age, and adolescents to access information about health care providers and practitioners who provide health care services under Title V and Title XIX.

This is amendment #3 of Health Division original contract #94138, OMAP contract #30350.

This amendment authorizes the enhancement of the teen component of the Safenet hotline. The line will provide concise, accurate, and age-appropriate sexuality information and referral to birth control and other local health services as appropriate to meet the needs of Oregon adolescents and their parents. The line will be toll-free, statewide, and will be staffed from approximately 12 p.m. to 9 p.m. The planned start date for this service is April 1, 1995.

Multnomah County Health Department agrees to:

- arrange for a new 1-800 number to be designated for this service, and hire a health information specialist to staff the line;
- participate in an advisory task force to develop policies, content, and outreach techniques;
- participate in a teen advisory group to assure the service meets the needs of teens;
- coordinate with Health Division on scheduling staff training;
- coordinate advertizing and media efforts in consultation with Health Division staff.

Oregon Health Division agrees to:

- convene the advisory task force for policy issues;
- arrange for training of staff who will take phonecalls;
- participate in teen advisory group.

Health Division funding for this contract is increased by \$40,000, for a total of \$207,269. All media expenses beginning February 1, 1995 related to teen pregnancy prevention will be charged against this \$40,000. Reimbursement from OMAP is increased by \$40,000, to a total of 907,000 total funds.

All other terms and contions of the original contract and prior amendments remain in effect.

Dated January 27, 1995.

MULTNOMAH COUNTY

Billi Odegaard 3/1/95

Billi Odegaard (date)

Director

Multnomah County Health Department

Peter McLean

Peter McLean
Program Manager

Laurence Kressel

Laurence Kressel
County Counsel

OMAP

Jean Thorne

Jean Thorne
Director, OMAP

OREGON HEALTH DIVISION

Donna L. Clark

Donna L. Clark (date)

Assistant Administrator

Title V Director

Lorraine Duncan

Lorraine Duncan
MCH Systems Manager

Patty Neuhaus

Patty Neuhaus
Business Manager

Marlyn Lewis

Marlyn Lewis
Fiscal Manager, OHD

**AMENDMENT TO
INTERAGENCY AGREEMENT
FOR MCH HOTLINE**

The Interagency Agreement between Multnomah County Health Department, Oregon Health Division and the Office of Medical Assistance Programs for the period July 1, 1993 through June 30, 1995 is hereby amended.

The agreement provides for a toll-free telephone number for use by parents, women of child-bearing age, and adolescents to access information about health care providers and practitioners who provide health care services under Title V and Title XIX.

This is amendment number 4 of Health Division original contract # 94138, OMAP contract # 30350

Language to be deleted is shown in [brackets] and new language is underlined.

Multnomah County Health Department agrees to:

arrange for a new 1-800 number to be designated for this service, and [hire] provide a health information specialist to staff the line;

Reimbursement from OMAP is increased by [~~\$40,000~~] \$90,000 to a total of [~~\$907,000~~] \$997,000 total funds.

All other terms and conditions of the original agreement and all amendments remain in effect.

Dated March 17, 1995

MULTNOMAH COUNTY:

Billie Odegard 3/20/95
Billie Odegard Date
Director
Multnomah County Health Department

OREGON HEALTH DIVISION:

Donna L. Clark 3/17/95
Donna L. Clark Date
Assistant Administrator
Title V Director

Peter McLean 3/20/95
Peter McLean Date
Program Manager

Lorraine Duncan 3/17/95
Lorraine Duncan Date
MCH Systems Manager

Katie Kressel 3/20/95
Laurence Kressel Date
County Counsel

Patty Neuhaus 3/17/95
Patty Neuhaus Date
Business Manager

OMAP:

Herh Crawford 3/17/95
Herh Crawford Date
Acting Director/Delegate

Marilyn Lewis 3/17/95
Marilyn Lewis Date
Fiscal Manager, OHD

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 8/31/95

NAME

Rick Paul

ADDRESS

16240 SE BAXTER

STREET

PORTLAND

CITY

97236-5203

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.
SUPPORT _____ **OPPOSE** _____

SUBMIT TO BOARD CLERK

*Public
Comment*

R-1

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 8/31/95

NAME

FRANK KNAPP

ADDRESS

23200 N. SHANDY BLVD

STREET

Trout Lake OR 97060

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

8/31/95

Chairman Stein, members of the Board of Commissioners:

For the record: I am Rick Paul, President of the Friends of the Multnomah County Fair, Inc. I reside at 16240 SE Baxter Road, Portland, Oregon 97236-5203, Multnomah County.

I have asked to make a short presentation to you this morning on the Multnomah County Fair for 1995 and the future for 1996. We believe the good news is that the 1995 Fair occurred without major incident. We presented a fair with the usual attractions, including the carnival, open classes for the community, livestock, 4-H, and commercial vendors. We had 9 of the 11 open class superintendents return to help with the production of the Fair.

We felt a great deal of pride that the open class photo show and the open class art show had more entries in each show than in the past five years according to the returning superintendents.

Fiscally, the fair broke even. We have paid all but a couple of bills, and will still have the grant money provided by the County. The reason why the fair was able to fiscally survive was through the generosity of many of the traditional vendors who supply services for the fair, such as draping, lighting, sound, security, and communications.. Of the eight(8) food vendors, three exceed their prefair deposit of 17 per cent; four were within a few dollars of equaling their per centage. At the present time all of the premiums, with the exception of 4-H, have been paid. What we are doing with the 4-H premiums is paying those at the average of the value of a point over the last three years. That calculation is presently underway. We still have some outstanding bills yet unpaid, but we have the fiscal resources to pay those bills and retain the grant money for seed money for 1996.

Now for 1996! It will be the 90th anniversary of the Fair, according to the records which have been provided through the newspaper. We want to go forth with a major presentation. Our biggest problem with the planning is the uncertainty about location for

such a celebration. Our question, when will the IGA negotiations be complete? Are we part of the IGA, or as you commented October 27, 1994 commissioners meeting, the fair privileges at Expo would be one of the first items given in concession, should Metro object. Have they objected? The location of the 90th Annual Multnomah County Fair is a major consideration in the planning for the event. If we are at Expo, we have been approached by local colleges to provide opportunities for exposure of their athletic programs. The location of those opportunities are easier to envision, if we are in a familiar location. Without that location, the planning is much different. If we are not at the Expo, is there assistance available from the County in relocation of the fairgrounds, or are you going to declare that the county has no fairgrounds? As you can see, the location of the Fair is very important.

I believe that the 1995 Multnomah County Fair was a learning experience for all. We enjoyed the opportunity to present to the county the wonderfully creative and skillful neighbors who live and work here. The volunteers had a good time, and were plentiful when the needs were there. The floral display engendered many positive comments. We had fun and continue to believe that the Multnomah County Fair needs to be a celebration of the community, sharing their talents for all to enjoy.

I appreciate that members of the Commission and your staff who supported the fair by your presence. That support is what is needed for the growth of the fair. Other support would be appreciated. One piece of information which was very heartwarming to us, was in the first three hours of Thursday, when seniors and challenged were allowed in free, over 1000 took advantage of the opportunity. I believe that the community has responded that they want the Fair alive and well. We ask that you would participate in the recovery by assisting in the procurement of a facility for the fair and in any fiscal manner possible..

Thank you.

PLEASE PRINT LEGIBLY!

MEETING DATE 8-31-95

NAME Rich Tonnerson
ADDRESS 23586 W. W. St. Helens Hwy
STREET
Portland, OR 97231
CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO. R-1
SUPPORT _____ **OPPOSE** _____
SUBMIT TO BOARD CLERK

31 August 1995

BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY

RE: NON-ENFORCEMENT OF ZONING LAWS IN MULTNOMAH COUNTY

WHAT I WOULD LIKE TO TALK ABOUT IS AN ONGOING SITUATION REGARDING BLATANT NON-ENFORCEMENT, OR SELECTIVE ENFORCEMENT, OF MULTNOMAH COUNTY'S EXISTING RULES AND REGULATIONS REGARDING MARINA ZONING APPROVALS, GREENWAY PERMITS, VIOLATIONS OF THE COMPREHENSIVE PLAN, AND OTHER ISSUES AFFECTING PUBLIC HEALTH AND SAFETY, FISH & WILDLIFE, AND PROTECTION OF OUR WETLANDS. SOMETHING IS VERY WRONG. THE RULES, REGULATIONS AND LAWS ARE BEING APPLIED SELECTIVELY OR NOT AT ALL

THIS IS A STORY ABOUT 3 MARINAS ON MULTNOMAH CHANNEL. TO IDENTIFY THESE 3 MARINAS I WILL CALL THEM "NORTH MARINA", "MIDDLE MARINA" AND "SOUTH MARINA". I AM ONE OF THE OWNERS OF "MIDDLE" MARINA.

A LITTLE BACKGROUND: THE CURRENT OWNERS PURCHASED "MIDDLE" MARINA IN OCTOBER, 1991. OWNERS WERE INFORMED IN THE SPRING OF 1992 THAT THE MARINA WAS OUT OF ZONING COMPLIANCE WITH ITS CURRENT ZONING APPROVAL. IT WAS ESTABLISHED THAT HOUSEBOAT LOADING (DENSITY) DID NOT EXCEED THAT ALLOWED UNDER POLICY 2B OF

Multnomah Board of County Commissioners
Non-enforcement of Zoning Laws

THE COMPREHENSIVE PLAN (1 HOUSEBOAT PER 50 FEET OF RIVER FRONTAGE). THE MARINA HAS 2,600 FEET OF RIVER FRONTAGE WHICH WILL SUPPORT UP TO 52 FLOATING HOMES.

OWNERS HIRED PROFESSIONAL REGISTERED ENGINEERS AND LAND SURVEYORS TO BEGIN THE PROCESS OF OBTAINING ZONING APPROVAL FOR 50 HOUSEBOATS, 15 BOATHOUSES AND 180 BOAT MOORAGE SPACES.

NOW ABOUT "NORTH" AND "SOUTH" MARINAS. IN 1991, AND PRESENTLY, THE "NORTH" MARINA HAS 3 TIMES THE NUMBER OF FLOATING HOMES ALLOWABLE UNDER POLICY 26 OF THE MULTNOMAH COUNTRY COMPREHENSIVE PLAN AND FEWER THAN THE REQUIRED NUMBER OF PARKING SPACES.

"SOUTH" MARINA HAD, AND HAS, 3 TIMES THE NUMBER OF FLOATING HOMES ALLOWABLE, INADEQUATE PARKING, AND IN ADDITION THE MARINA IS INCORRECTLY SITED, HAS INSUFFICIENT SEWERAGE TREATMENT, AND IS OBTAINING HOUSEHOLD WATER FROM MULTNOMAH CHANNEL (JUST A SHORT DISTANCE FROM THOSE STORM SEWER OVERFLOWS THAT DEQ ISSUES HEALTH WARNINGS FOR EVERY TIME IT RAINS. MULTNOMAH COUNTY PLANNING HAS MADE NO APPARENT ATTEMPT TO DEAL WITH THESE VIOLATIONS AND HAS CITED "MIDDLE" MARINA ONLY.

NOW ENTER EAST MULTNOMAH COUNTY COMMISSIONER, SHARRON KELLY - IN SEPTEMBER 1992 SHE PERSONALLY REQUESTED SCOTT PEMBLE TO VIGOROUSLY ENFORCE ZONING VIOLATIONS AGAINST THE "MIDDLE" MARINA. THE OWNERS FOUND IT INAPPROPRIATE AND BEWILDERING WHY MS KELLEY

Multnomah Board of County Commissioners
Non-enforcement of Zoning Laws

ACTED DIRECTLY AND DID NOT REFER THE MATTER TO THE COMMISSIONER FOR NORTHWEST MULTNOMAH COUNTY WHERE "NORTH", "MIDDLE" AND "SOUTH" MARINAS ARE LOCATED. WHY DID MS KELLY SELECT THE "MIDDLE" MARINA ONLY, WHEN ALL THREE MARINAS WERE IN SERIOUS NON-COMPLIANCE.

THE "MIDDLE" MARINA OWNERS WERE FACED WITH SUBSTANTIAL PRESSURE FROM MULTNOMAH COUNTY TO COMPLY WITH ALL MULTNOMAH COUNTY RULES AND REGULATIONS REGARDING ZONING APPROVALS, WETLANDS, HEALTH AND SAFETY ISSUES, SEWERAGE FACILITIES, ETC. THE OWNERS USED THE REST OF THEIR LIFE SAVINGS TO HIRE PROFESSIONALS TO PREPARE PERMIT APPLICATIONS. THE COSTS INVOLVED WERE SUBSTANTIAL, OVER \$125,000.00 AND THE PERMITTING PROCESS ALONE TOOK OVER 18 MONTHS TO COMPLETE. DURING THIS PERMIT APPLICATION PROCESS IN LATE 1992 AND ALL OF 1993 THE "MIDDLE" MARINA OWNERS WERE TOLD BY MULTNOMAH COUNTY PLANNING STAFF THAT THE COUNTY WAS AWARE THAT THERE WERE ZONING PROBLEMS WITH "NORTH" AND "SOUTH" MARINAS AND THAT THEY WOULD BE DEALING WITH THEM SHORTLY. THE OWNERS WERE ASSURED THAT OTHER NON-COMPLYING MARINAS WERE NEXT ON THE AGENDA AND THEY WERE TOLD QUITE CLEARLY IN MANY CONVERSATIONS AND MEETINGS THAT THE RULES, REGULATIONS AND LAWS AFFECTING MOORAGES IN MULTNOMAH COUNTY WOULD BE APPLIED "FAIRLY" AND "EVEN HANDED" AND THAT EVERYONE WOULD RECEIVE THE SAME TREATMENT UNDER THE LAW. TO DATE, AUGUST 1995, THIS HAS NOT HAPPENED!

Multnomah Board of County Commissioners
Non-enforcement of Zoning Laws

BASED ON MULTNOMAH COUNTY'S PROMISES AND ASSURANCES, THE "MIDDLE" MARINA OWNERS WERE CONFIDENT THAT THEY WOULD BE ABLE TO RECOVER THEIR CAPITALIZED PERMIT APPLICATION COSTS THROUGH INCREASED RENTS. MULTNOMAH COUNTY DID BASICALLY NOTHING AND CERTAINLY HAS NOT KEEP THEIR WORD REGARDING UNIFORM/FAIR ENFORCEMENT.

NOW LETS DIGRESS A BIT. FLOATING HOME SPACES ON MULTNOMAH CHANNEL GENERALLY RENT FOR 25% LESS THAN SIMILAR SPACES IN THE CITY OF PORTLAND HAYDEN ISLAND AREA. WHY? THE CITY OF PORTLAND KEEPS A WATCHFUL EYE FOR ZONING AND DENSITY VIOLATIONS; MULTNOMAH COUNTY APPARENTLY IGNORES THEM. IF A MARINA OWNER CAN CROWD MORE HOUSES INTO A SPACE IT FOLLOWS THAT HIS PER UNIT COST GOES DOWN AND HIS RENTAL INCOME INCREASES; THIS PRACTICE GIVES AN UNFAIR ADVANTAGE TO MARINAS WHICH ARE NOT IN COMPLIANCE WITH THEIR ZONING.

ANOTHER ISSUE IS TAXES AND STATE LAND LEASES. THESE ARE ASSESSED ON THE MULTNOMAH CHANNEL BASED ON ACREAGE AND RIVER FRONTAGE. CROWD IN MORE HOMES AND YOUR UNIT COST BECOMES LESS. ENOUGH OF UNIT COSTS FOR RENTS AND TAXES. SUFFICE IT TO SAY THAT LAW ABIDING MARINA OWNERS GET THE SHORT END OF THE STICK. THE MARKET PLACE THEORY CAN NOT WORK WHEN MULTNOMAH COUNTY TILTS THE SCALES BY SELECTIVELY ENFORCING MARINA REGULATIONS.

Multnomah Board of County Commissioners
Non-enforcement of Zoning Laws

ANOTHER FACET OF THIS TALE IS POLICY 15, WILLAMETTE RIVER GREENWAY. THE "MIDDLE" MARINA WAITED AS LONG AS 6 MONTHS TO OBTAIN A GREENWAY PERMIT TO MOVE FLOATING STRUCTURES INTO THE MARINA WHILE "NORTH" AND "SOUTH" MARINAS THUMBED THEIR NOSES AT MULTNOMAH COUNTY PLANNING AND MOVED IN FLOATING STRUCTURES AT WILL. MULTNOMAH COUNTY DID NOTHING MORE THAN WRITE A LETTER SAYING A PERMIT WAS REQUIRED AND IF NOT OBTAINED, ACTION WOULD BE TAKEN. NONE WAS.

"MIDDLE" MARINA LOST MANY THOUSANDS OF DOLLARS IN RENTS WAITING FOR PERMIT APPROVALS TO BE ISSUED. "NORTH" AND "SOUTH" MARINAS HAD UNJUST ENRICHMENT AT "MIDDLE" MARINAS EXPENSE AND IT WAS FOSTERED AND CONDONED BY MULTNOMAH COUNTY'S INACTION IN FOLLOWING UP THEIR OWN PROCEDURES.

NOW WE PROCEED AGAIN WITH THE POLICY 26 VIOLATION CHRONOLOGY.

"MIDDLE" MARINA EVENTUALLY RECEIVED ZONING APPROVAL, BUT AT 20% LESS THAN ASKED FOR AND NEARLY 25% LESS THAN ALLOWABLE UNDER POLICY 26 OF THE COMPREHENSIVE PLAN. THE COST OF CONSTRUCTION FOR THE APPROVED 40 HOMESITES IS THE SAME AS THE COST WOULD HAVE BEEN FOR THE REQUESTED 50 HOMESITES. ADD THIS REDUCED ZONING TO THE UNIT COST EQUATION AND MIDDLE MARINA HAS AN EVEN TOUGHER ROW TO HOE. MULTNOMAH COUNTY AGAIN PROMISES FAIRNESS - EQUALITY - "WE WILL APPLY ZONING LAWS FAIRLY AND CONSISTENTLY" - NO - DONT YOU BELIEVE IT.

Multnomah Board of County Commissioners
Non-enforcement of Zoning Laws

"MIDDLE" MARINA OWNERS CONTACTED SHARON KELLEY IN THE SPRING OF 1994, ASKING HER TO PLEASE CONTACT SCOTT PEMBLE REGARDING "NORTH" AND "SOUTH" MARINA ZONING VIOLATIONS - IN THE SAME MANNER IN WHICH SHE HAD REQUESTED THAT "MIDDLE" MARINA BE MADE TO COMPLY WITH THEIR ZONING APPROVAL. MS KELLEY DECLINED TO HONOR THIS REQUEST. INSTEAD, SHE CHECKED OUT OF THE MESS THAT SHE HAD ORIGINALLY INITIATED (BY MAKING HER PERSONAL APPEAL TO SCOTT PEMBLE) AND SHE APPARENTLY DUMPED THE WHOLE MATTER ON DAN SALTZMAN'S LAP. IT APPEARS THAT DAN SALTZMAN CHECKED THE WIND, DETECTED A DEFINITELY DISTASTEFUL ODOR ABOUT THIS SITUATION AND DECIDED TO DO NOTHING.

CONVERSATIONS AND LETTERS WITH SALTZMANS STAFF AND MULTNOMAH COUNTY PLANNING STAFF IN MID 1994 CONTINUED TO BE FILLED WITH ASSURANCES ABOUT "FAIRNESS", AND "ENFORCING ZONING VIOLATIONS", AND "EVEN HANDED APPLICATION OF THE LAW TO ALL PARTIES AFFECTED", AND "HIGH PRIORITY AGENDA ITEMS", AND "REFERRING THE MATTER TO COUNSEL", AD INFINITUM. OWNERS WERE SUBSEQUENTLY ADVISED THAT THE MATTER HAD BEEN REFERRED TO SCOTT PEMBLE AND THAT SCOTT WAS HANDLING IT PERSONALLY.

AFTER 3 YEARS THE SITUATION HAS COME FULL CYCLE AND THE RECORDS SHOW THAT NOTHING HAD BEEN DONE EXCEPT WHAT SHARRON KELLEY REQUESTED IN 1992 - SITE THE "MIDDLE" MARINA FOR ZONING VIOLATIONS".

Multnomah Board of County Commissioners
Non-enforcement of Zoning Laws

COMMUNICATIONS CEASED AND NO ACTION HAS BEEN TAKEN REGARDING ENFORCEMENT OF ZONE COMPLIANCE. "MIDDLE" MARINA OWNERS HAVE BEEN SUBJECTED TO INAPPROPRIATE AND FRUSTRATING STONEWALLING BY SCOTT PEMBLE. MESSAGES ARE NOT RETURNED, FILE INFORMATION ABOUT "NORTH" AND "SOUTH" MARINAS IS NOT AVAILABLE, ANSWERS ARE NOT RECEIVED TO REPEATED LETTERS, FAXES, AND PHONE CALLS. OWNERS APPEAR TO BE RECEIVING A NOT TOO SUBTLE MESSAGE FROM SCOT PEMBLE - THAT HE APPARENTLY DOESN'T INTEND TO UPHOLD THE LAW OR DO HIS JOB SO GET OFF HIS BACK.

"Middle" marina owners contacted Bev Stein's office in May 1995. Ms. Stein's staff person met with owners. Subsequent to that meeting, Scott Pemble wrote to "middle" marina owners stating that he was "working on the violation". Several more months passed. Bev Stein's office was again contacted and they again put "middle" marina owners in contact with Scott Pemble. Mr Pemble's current and latest position (August 1995) is that Multnomah County is deferring the matter for at least a year. Mr. Pemble indicated in his telephone conversation that he is sorry if the planning commission's delay or in-action puts us out of business.

We pray that the Multnomah County Commissioners will abide by their sworn duty to equitably and fairly uphold the laws of Multnomah County. The Multnomah County Planning Commission's

Multnomah Board of County Commissioners
Non-enforcement of Zoning Laws

failure to uphold the law and honor their word has nearly bankrupted us. Our savings are gone, our house is gone. Multnomah County rules and regulations have been and are being selectively enforced against "middle" marina. Our requests for action have been ignored. We have been stone walled. We have been discriminated against. We have been lied to. We have been unfairly singled out.

You, all of you, have a simple means to remedy the situation -say to Scott Pemble and Counsel - do more than selectively enforce the law - enforce it equally to all like situations. Do your job Mr. Pemble.

Rich & Janis Tonneson
Owners, Rocky Pointe Marina

MEETING DATE: AUG 31 1995

AGENDA NO.: R-2

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: EMPLOYEE RECOGNITION PRESENTATION

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: AUGUST 31, 1995

Amount of Time Needed: 5-10 MINUTES

DEPARTMENT: HEALTH DIVISION: SPECIALTY AND FIELD SERVICES

CONTACT: JUDY BRANDEL TELEPHONE #: 248-3520 ext 4310
BLDG/ROOM #: 420/SE FIELD TEAM

PERSON(S) MAKING PRESENTATION: JUDY BRANDEL

ACTION REQUESTED:

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

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

A presentation to recognize an employee's service to Multnomah County Health Department.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Jan Sinclair

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

1995 AUG 21 PM 4:12
MULTNOMAH COUNTY
CLERK

**LARRIE NOBLE-- RECOGNIZING 30 YEARS OF SERVICE TO MULTNOMAH
COUNTY HEALTH DEPARTMENT**

- * Has been a Community Health Nurse since 1964, currently works with ADAPT
- * Listed in Who's Who in American Nursing
- * Has received the Meritorious Service Award from the Oregon Nurses Assoc. for outstanding practice and recognized for her contribution to the nursing profession in the category of women and children's health
- * Appointed by Governor Neil Goldschmidt to advisory committee on medical care for the underprivileged
- * Only member from Oregon to be appointed to a national committee to look at nursing practice issues
- * 20 years service to U.S. Army Reserve, current rank of Colonel
- * Deployed to Germany for 3 months with Operation Desert Storm
- * 1994 received the Commander in Chief Award for Installation Excellence signed by President Bill Clinton and the Secretary of Defense William J. Perry





MULTNOMAH COUNTY OREGON

In Recognition

LARRIE NOBLE

*For 30 Years Dedicated Service to the
Citizens of Multnomah County, Oregon*



Don Saltzman

Dan Saltzman, District 1

Tanya

Tanya Collier, District 3

Gary Hansen

Gary Hansen, District 2

Sharron Kelley

Sharron Kelley, District 4

Beverly Stein

Beverly Stein, Chair

MEETING DATE: AUG 31 1995

AGENDA NO.: R-3

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - WOMEN, INFANTS, AND CHILDREN SPECIAL PROJECTS

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: AUGUST 31, 1995

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: PRIMARY CARE SERVICES

CONTACT: ELLEN BARTHOLOMEW TELEPHONE #: 248-3674

BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: ELLEN BARTHOLOMEW

ACTION REQUESTED:

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

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

The Health Department requests approval to respond to a request for Proposals from the U.S. Department of Agriculture, Food and Nutrition Service, WIC Discretionary Funds to expand WIC services in Multnomah County. These funds would allow the Health Department to develop certification services at the Native American Rehabilitation Association Northwest Indian Health Clinic and to add staff to do WIC certification at various community-based sites.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

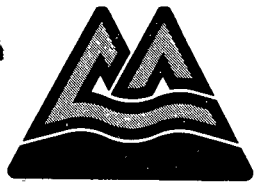
Or

DEPARTMENT MANAGER: John B Emery (acting)

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
1995 AUG 21 PM 12:42
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Beverly Stein, Chair

FROM: Shari Black, Manager Primary Care Services

THROUGH: Billi Odegaard, Director *(B. Odegaard)*

SUBJECT: Notice of Intent to Respond to a Request for Proposals from the U. S. Department of Agriculture, Food and Nutrition Service, WIC Discretionary Funds

DATE: August 18, 1995

The Multnomah County Health Department is requesting approval to respond to a request for Proposals from the U. S. Department of Agriculture, Food and Nutrition Service, WIC Discretionary Funds Special Projects at the Local Level to expand WIC services in Multnomah County. The application is due September 15, 1995.

Background and Proposed Program

The U. S. Department of Agriculture is soliciting proposals for WIC special projects at the local level to be funded in Federal Fiscal Year 1996. The Women, Infants and Children's Supplemental Nutrition Program (WIC) currently serves approximately 17,000 Multnomah County residents each month in the six Health Department Primary Care Clinics. WIC services currently reach an estimated 60% of the eligible population in Multnomah County. The Health Department is proposing a project that would increase the number of WIC recipients in Multnomah County by funding WIC certification services at the Native American Rehabilitation Association Northwest Indian Health Clinic, and by employing a nutritionist to do WIC certification at various community-based sites. Identified community sites for WIC certification services include the Parent/Child Development Centers, the Homeless Transition School, and Lincoln Park Elementary School Based Health Center.

Funding Amount

The Health Department anticipates requesting \$50,000, which is the funding limit set by USDA. Funding would begin October 1, 1995 and would continue through September 30, 1996. Grant funds will be awarded for one year only. There is no requirement for matching funding.

AGENDA NO. :

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: ENVIRONMENTAL HEALTH FEES ORDINANCE

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: AUGUST 24, 1995

Amount of Time Needed: 10-15 MINUTES

DEPARTMENT: HEALTH DIVISION: REGULATORY HEALTH

CONTACT: HILDA ADAMS TELEPHONE #: 248-3400

BLDG/ROOM #: 160/2ND FLOOR

PERSON(S) MAKING PRESENTATION: HILDA ADAMS

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

First reading of an ordinance to increase license fees in the categories of restaurants, swimming pools and spas, and food handler certification and to establish four new fee types within these categories.

8/31/95 copies to HILDA ADAMS.
9/1/95 copies to ORIGINANCE Distribution

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: *Bill Valera*

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF
COUNTY COMMISSIONERS
1995 AUG 15 PM 1:53
MULTI-COMM COUNTY
OREGON



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SECTION
426 SW STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3400
FAX (503) 248-3407

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

MEMORANDUM

TO: Board of County Commissioners
VIA: *[Signature]* B. Odgaard
FROM: Hilda Adams *[Signature]*
REQUESTED PLACEMENT DATE: August 24, 1995
DATE: August 18, 1995
SUBJECT: Increasing Environmental Health Fees

I. Recommendation/Action Requested:

The Board of County Commissioners is requested to approve the ordinance increasing certain Environmental Health license fees and establishing new classifications.

II. Background/Analysis:

The Health Department's policy is that fees charged to regulated facilities generally should cover the costs of mandatory licensing and related services. The costs of certain Environmental Health Program regulatory/licensing and food handler certification activities have increased. Additionally, new licensing classifications are needed to address changes in the industry and to promote compliance with food protection rules.

The proposed fees increases are based on analysis of actual and projected costs to carry out the mandated licensing and food handler educational activities. The major cost increases are due to enhancement needed in the food handler training program necessary to improve customer service. Relocation of the food handlers training program to a more accessible and adequately sized location and increasing hours of operation are planned.

There are several changes to fee categories:

- 1: Non-potentially Hazardous Temporary Restaurant: regulates the sale of less riskier food. The reduced fee reflects the lesser inspection costs associated with this type of facility.
- 2: Late Processing Fee: will be charged to those Temporary Restaurants that require license preparation and fee collection in the field; a practice that increases personnel costs and impedes prior review of the proposed food operation to identify hazardous conditions before opening.

3. Reinspection Fee: would allow recovery of additional costs associated with establishments that fail to comply after two reinspections per licensing period.
4. Renewal Fee for Pool Construction Permits: would allow the Department to reissue an existing permit rather than charge the full fee for a new one.

III. Financial Impact:

The Food Handler Certification fee increase should generate \$22,500 in additional revenue. The Swimming Pool increase will generate approximately \$2,500. No additional receipts are expected to result from the new licensing categories. However, more timely compliance with good public health practices is anticipated. Increased revenue from Temporary Restaurant fees will be offset by the creation of a new category.

All monies are deposited to the County General Fund.

IV. Legal Issues:

Oregon laws and statutes mandate the licensing and regulation of restaurants and other food service facilities, spas and swimming pools and tourist accommodations.

Past and proposed fees have been calculated in conformance with existing Oregon Administrative Rules regarding fee setting.

V. Controversial Issues:

Fee increases can always become controversial. The proposed increases are consistent with the county's actual costs that are being incurred during this fiscal year to improve customer service.

VI. Link to Current County Policies:

As cited above, the Health Department's policy is for the regulated industry to bear the cost of regulation and is in compliance with existing state statute. Improvements to the location of the Food Handler Certification program will increase accessibility for clients.

VII. Citizen Participation:

These proposed changes have been shared with the Multnomah County Food Service Advisory Committee and the Oregon Restaurant Association. Both of these groups have been asked to share their comments directly with the Board.

VIII. Other Government Participation:

No direct participation by other governmental agencies is required in this matter.

ORDINANCE FACT SHEET

Ordinance Title: 5.10.320 - 5.10.345 Food Service, Swimming Pool and Spas and Tourist Accommodation License Fees. 8.30.250 Food handler certificate fees.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternative explored):

Increases license fees in the categories of temporary restaurants, swimming pools and spas, and food handler certification; establishes four new fee types within license categories.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Washington and Clackamas Counties.

What has been the experience in other areas with this type of legislation?

They have been allowed to set up fees to cover the cost of providing the inspections. Late Processing and Reinspection Fees seem to provide an effective incentive for compliance with health regulations.

What is the fiscal impact, if any?

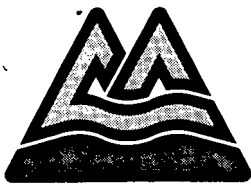
1) The Food Handler Certification fee increase should generate \$22,500 in additional revenue that is necessary to cover unanticipated program costs; the Swimming Pool increase will generate approximately \$2,500. 2) The proposed categories of new fees are expected to have little fiscal impact but to improve timely compliance with good public health practices. Increased revenue from Temporary Restaurant fees will be offset by the creation of a new category.

SIGNATURES

Person Filling Out Form: Wanda Clutch Adams

Planning & Budget Division (if fiscal impact): Kathleen Finner

Department Manager/Elected Official: Billi Odgaard



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SECTION
426 SW STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3400
FAX (503) 248-3407

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

MEMORANDUM

TO: Board of County Commissioners
VIA: *Belle*
Belle Odegaard
FROM: Hilda Adams *hca*
REQUESTED PLACEMENT DATE: August 24, 1995
DATE: August 14, 1995
SUBJECT: Increasing Environmental Health Fees

I. Recommendation/Action Requested:

The Board of County Commissioners is requested to approve the ordinance increasing Environmental Health license fees and establishing new classifications.

II. Background/Analysis:

The Health Department's policy is that fees charged to regulated facilities generally should cover the costs of mandatory licensing and related services. Fee increases are necessary at this time because the costs of the Environmental Health Program regulatory/licensing and food handler certification activities have increased. New licensing classifications are needed to address changes in the industry and to promote compliance with food protection rules.

The proposed fees increases are based on analysis of actual and projected costs to carry out the mandated licensing and food handler educational activities. During the current fiscal year, two factors have become major contributors to increased program costs:

- 1: Passage of SB 380 that increased Multnomah County's supplemental payments to the Oregon Health Division by \$36,174; and
- 2: Relocation of the food handlers training program to a more accessible and adequately sized location and increasing space for licensing activities.

There are several changes to fee categories:

- 1: Non-potentially Hazardous Temporary Restaurant: regulates the sale of less riskier food. The reduced fee reflects the lesser inspection costs associated with this type of facility.
- 2: Late Processing Fee: will be charged to those Temporary Restaurants that require license preparation and fee collection in the field; a practice that increases personnel costs and impedes prior review of the proposed food operation to identify hazardous conditions before opening.
3. Reinspection Fee: would allow recovery of additional costs associated with establishments that fail to comply after two reinspections per licensing period.
4. Renewal Fee for Pool Construction Permits: would allow the Department to reissue an existing permit rather than charge the full fee for a new one.

III. Financial Impact:

The ordinance will increase license fee revenues between \$45,000 and \$50,000. This is equivalent to an overall 5.25% increase in fees. Revenue projections were reviewed in determining these fee increases. Based on input from the Food Service Advisory Committee, fee increases have been kept to a minimum and in line with program costs. These monies are deposited to the County General Fund.

Food handler certification revenue increased 22,500 or 5.5%.

No additional receipts are expected to result from the new licensing categories. However, more timely compliance with good public health practices is anticipated.

IV. Legal Issues:

Oregon laws and statutes mandate the licensing and regulation of restaurants and other food service facilities, spas and swimming pools and tourist accommodations. These laws and rules also authorize collection of license fees to defray the costs associated with these activities at the county level and to support the State Health Division.

SB 380, pertaining to food protection, was enacted this past legislative session. The new law affects Multnomah County by increasing our remittance to the state by \$37,174 for the current fiscal year. The amount of funds to be remitted by Multnomah County to the Oregon Health Division has been determined by a committee but will not be established in Administrative Rule before January 1, 1996, after the start of the next licensing period.

This law also mandates the Health Division, in conjunction with the counties and the Oregon Restaurant Association, to establish a new formula for fee setting by January 1, 1996 and prohibits counties from increasing fees between October 1, 1995 and January 1, 1996. However, this formula will not be developed before the start of the licensing period for this current fiscal year.

Past and proposed fees have been calculated in conformance with existing Oregon Administrative Rules regarding fee setting.

V. Controversial Issues:

Fee increases are always controversial. The proposed increases are consistent with the county's actual costs that are being incurred during this fiscal year.

VI. Link to Current County Policies:

As cited above, the Health Department's policy is for the regulated industry to bear the cost of regulation and is in compliance with existing state statute. Improvements to the location of the Food Handler Certification program will increase accessibility for clients.

VII. Citizen Participation:

These proposed changes have been shared with the Multnomah County Food Service Advisory Committee and the Oregon Restaurant Association. Both of these groups have been asked to share their comments directly with the Board.

VIII. Other Government Participation:

No direct participation by other governmental agencies is required in this matter.

ORDINANCE FACT SHEET

Ordinance Title: 5.10.320 - 5.10.345 Food Service, Swimming Pool and Spas and Tourist Accommodation License Fees. 8.30.250 Food handler certificate fees.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternative explored):

Increases license fees in the categories of restaurants swimming pools and spas, and food handler certification; establishes four new fee types within these categories.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Washington and Clackamas Counties.

What has been the experience in other areas with this type of legislation?

They have been allowed to set up fees to cover the cost of providing the inspections and plan reviews. Late Processing and Reinspection Fees seem to provide an effective incentive for compliance with health regulations.

What is the fiscal impact, if any?

The proposed fees are an increase of 5% over last year's fees and will cover the entire cost of providing these services.

(If space is inadequate, please use other side)

SIGNATURES

Person Filling Out Form: Walt Chase Adams

Planning & Budget Division (if fiscal impact): Kathleen Spencer 8-15-85

Department Manager/Elected Official: Billi Odgers

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 FOR MULTNOMAH COUNTY, OREGON
3 ORDINANCE NO. _____
4

5 An ordinance to provide fee schedule changes for Environmental Health Section of the
6 Department of Health.
7

8 (Language in brackets [] is to be deleted; underlined language is new)
9

10 Multnomah County ordains as follows:
11

12 SECTION 1. AMENDMENT.
13

14 MCC 5.10.320 is amended to read as follows:

15 5.10.320 Food Service License Fee For the services of the Department of Health in connection
16 with issuance of food service licenses, the department shall collect a fee from every applicant, at the time
17 of application.

18 The following fee structure shall apply for full service restaurants, limited service restaurants,
19 or commissary licenses issued or applied for between January 1, and September 30:
20

21	Seating Capacity	0 - 15	[\$230]	<u>\$240</u>
22	Seating Capacity	16-50	[\$300]	<u>\$320</u>
23	Seating Capacity	51-150	[\$360]	<u>\$380</u>
24	Seating Capacity	Over 150	[\$430]	<u>\$460</u>
25	Limited Service Restaurants		[\$230]	<u>\$240</u>
26	Commissaries servicing 1-5			
27	mobile units and/or 1-50			

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vending machines \$230

Commissaries serving 6 or more

Mobile units and/or

51 or more vending

Machines \$350

Where there are more than two food service facilities located at the same address and licensed to the same licensee, the [licensee] license fee shall be the amount listed above for the first two largest facilities and one-half the amount for each additional facility.

The following fee structure shall apply for full-service restaurants, limited service restaurants, or commissary licenses issued or applied for between October 1 and December 31:

Seating Capacity	0 - 15	[\$115]	<u>\$120</u>
Seating Capacity	16 - 50	[\$150]	<u>\$160</u>
Seating Capacity	51 - 100	[\$180]	<u>\$190</u>
Seating Capacity	Over 150	[\$215]	<u>\$220</u>
Limited Service Restaurants		[\$115]	<u>\$120</u>
Commissaries servicing 1-5			
mobile units and/or 1-50			
vending machines		\$115	
Commissaries serving 6 or more			
Mobile units and/or			
51 or more vending			
Machines		\$175	

1 Where there are more than two food service facilities located at the same address and licensed
2 to the same licensee, the [licensee] license fee shall be the amount listed above for the first two largest
3 facilities and one-half the amount for each additional facility.

4 For the following special food service facilities, the following fees shall be charged for licenses
5 issued or applied for:

6
7 Temporary Restaurants:

8 1 day	\$65	
9 2-4 days	[\$ 105]	<u>\$110</u>
10 5 or more days	[\$115]	<u>\$125</u>

11 Non-Potentially Hazardous Temporary Restaurant:

12 Selling only nonpotentially hazardous food

13 as defined in OAR 333-150-000

14 for a period of 1-30 days \$65

15
16 Seasonal Full Service,

17 Commissaries or Limited

18 Service Restaurants

19 Operating Six (6)

20 months or less [\$115] \$120

21
22 [Smoke] Sundries Shops: Selling

23 only pre-wrapped food

24 without the use of

25 reusable utensils [\$120] \$150

26
27 Warehouses \$140

Mobile Units	[\$125]
<u>Individual Units</u>	<u>\$165</u>
<u>Multiple Units</u>	<u>\$125</u>
Vending Machines:	
1- 10 units	<u>\$140</u>
11- 20	<u>\$270</u>
21- 30	<u>\$410</u>
31- 40	<u>\$470</u>
41- 50	<u>\$540</u>
51- 75	<u>\$675</u>
76- 100	<u>\$810</u>
101- 250	<u>\$1,075</u>
251- 500	<u>\$2,015</u>
501- 750	<u>\$3,235</u>
751- 1,000	<u>\$4,043</u>
1,001- 1,500	<u>\$5,395</u>
1,501- 2,000	<u>\$5,395</u> plus \$1 for
	each unit over 2,000
	units

SECTION 2. AMENDMENT

MCC Chapter 5.10.322 is amended to read as follows:

5.10.322 Payment of license fees, reinspection fees and delinquency penalty:

(A) Licenses issued under this section terminate and are renewable on December 31 of each year.

The renewal of license fees imposed by MCC 5.10.320 through 5.10.345 shall be paid or postmarked on or before midnight of January 31 of the current license year, to the department.

(B) Except as provided in subsection (C) of this section, to any license fee not paid as

1 required in subsection (A) [and], (D) and (K) of this section, there shall be added a penalty of fifty
2 percent of such license or reinspection fees.

3 (C) If the department determines that the delinquency was due to reasonable cause and
4 without any intent to avoid [payment] compliance, the penalty provided by [subsection] subsections (B)
5 and (I) of this section shall be waived.

6 (D) When a license fee is due at any other time of the year other than January 31, the license
7 fee shall be payable to the department within thirty days of application. If the license fee is not paid as
8 provided in this subsection, then subsection (B) of this section shall apply.

9 (E) The license fee for a seasonal facility, which operates six (6) or fewer consecutive
10 months, shall be payable within 30 days of the first day of operation for the current year. If the fee is
11 not paid as provided in this subsection, then subsection (B) of this section will apply.

12 (F) One-half of the license fee shall be refunded if an establishment closes or changes
13 ownership within the first two months of the year or within any two-month period of ownership, and
14 application for a refund is made, in writing, within the same two-month period.

15 (G) The license fee for a temporary restaurant operating on an intermittent basis at the same
16 specific location in a grouping of less than six shall be 120 per month for the first four (4) months of
17 operation within a calendar year, and \$40 per month for the remainder of the year.

18 (H) The application and license fee for any temporary restaurant shall be received in the
19 Environmental Health Office by noon two working days before the event begins.

20 (I) Except as provided in Subsection (C) and for benevolent organizations as defined in ORS
21 624.015, any temporary restaurant license not applied and paid for as required in subsection (H) of
22 this section, there shall be added a \$50 Late Processing Fee.

23 (J) Benevolent Organizations are exempt from any license or inspection related fees..

24 (K) For the services of the Department of Health in providing more than two reinspections in
25 a calendar year connected with the operation of a food service facility, the department shall collect a
26 Reinspection Fee for each reinspection in the amount of \$120. Reinspections for the sole purpose of
27 checking the number of food handler cards shall not be subject to this fee.

1
2 SECTION 3. AMENDMENT.

3 MCC 5.10.340 is amended to read as follows:

4 5.10.340 Swimming pool license fee. For the service of the Department of Health in connection
5 with the inspection of public swimming pools, public spa pools, and bathhouses as those terms are
6 defined in ORS 448.005, the department shall collect annual license fees from each applicant based on
7 the number of swimming or spa pools located at the same address, and operated by the same licensee[.,].

8 Annual license fees shall be as follows:

9 For the first three pools [\$195] \$200 each.

10 For each additional pool [\$ 95] \$100 each.

11 SECTION 4. AMENDMENT.

12 MCC 5.10.341 is amended to read as follows:

13 5.10.341 Swimming pool spa plan review. For the services of the Department of Health in
14 connection with the review of plans for the construction of public swimming pools, public spa pools
15 and bathhouses as those terms are defined in ORS 448.005 the department shall collect a [\$500] fee
16 from each applicant as follows:

17
18 For plan review and construction permit \$500

19 For renewal of a construction permit \$50

20
21 SECTION 5. AMENDMENT

22
23 MCC 5.10.345 is amended to read as follows:

24 5.10.345 Tourist and travelers facilities license fees. For the services of the Department of
25 Health in connection with the issuance of licenses the department shall collect from every applicant at
26 the time of application, the following fees:

27 Tourist and travelers facilities and recreation parks:

1	1	-	25 units	\$155
2	26	-	50	\$185
3	51	-	75	\$215
4	76	-	100	\$245
5	101 units and over			\$245 plus \$1 per unit over
6				[101] <u>100</u> units
7	Picnic parks			\$ 65
8	Organizational camps			\$125
9	Day Camps			\$ 80

10 SECTION 6 AMENDMENT

11 MCC 8.30.250 is amended to read as follows:

12 MCC 8.30.250 Fees. A [\$ 6] \$ 7 shall be paid to Multnomah County for the issuance of an
 13 original of a food handler's certificate and a [\$1] \$2 shall be paid for the issuance of a replacement
 14 certificate[in case of loss].


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ADOPTED this _____ day of _____, 1995, being the date of
its _____ reading before the Board of County Commissioners of Multnomah County,
Oregon.

(SEAL)

Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:



Laurence Kressel, County Counsel
for Multnomah County, Oregon

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. 828

4
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6 Department of Health.

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19 or commissary licenses issued or applied for between January 1, and September 30:

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21 Seating Capacity	0 - 15	\$230
22 Seating Capacity	16-50	\$300
23 Seating Capacity	51-150	\$360
24 Seating Capacity	Over 150	\$430
25 Limited Service Restaurants		\$230
26 Commissaries servicing 1-5		
27 mobile units and/or 1-50		

1	vending machines	\$230
2	Commissaries serving 6 or more	
3	Mobile units and/or	
4	51 or more vending	
5	Machines	\$350

6
7 Where there are more than two food service facilities located at the same address and licensed
8 to the same licensee, the [licensee] license fee shall be the amount listed above for the first two largest
9 facilities and one-half the amount for each additional facility.

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14			
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as defined in OAR 333-150-000

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[Smoke] Sundries Shops: Selling

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without the use of

reusable utensils \$120

Warehouses \$140

1 Mobile Units \$125

2
3 Vending Machines:

4 1- 10 units \$130

5 11- 20 \$255

6 21- 30 \$385

7 31- 40 \$445

8 41- 50 \$510

9 51- 75 \$635

10 76- 100 \$765

11 101- 250 \$1,015

12 251- 500 \$1,900

13 501- 750 \$3,050

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9 SECTION 6 AMENDMENT

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11 MCC 8.30.250 Fees. A [\$ 6] \$ 7 shall be paid to Multnomah County for the issuance of an
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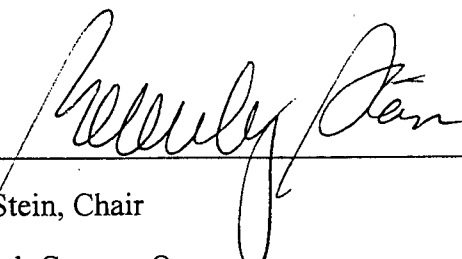
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ADOPTED this 31st day of August, 1995, being the date of
its second reading before the Board of County Commissioners of Multnomah County,
Oregon.





Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:



Katie Gaetjens, Assistant County Counsel, for
Laurence Kressel, County Counsel
for Multnomah County, Oregon

MEETING DATE: AUGUST 31, 1995

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Termination of Parental Rights Contract

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: 8/31/95

Amount of Time Needed: 5 minutes

DEPARTMENT: District Attorney

DIVISION: Family Justice

CONTACT: Tom Simpson

TELEPHONE #: 248-3863

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

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

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

Termination of Parental Rights contract was negotiated after July 1, 1995 due to change in CSD budget by the legislature.

9/1/95 ORIGINALS to Lisa Moore

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 AUG 24 AM 9:22

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: August 16, 1995

REQUESTED PLACEMENT DATE: 8/31/95

RE: Termination of Parental Rights Contract

I. Recommendation/Action Request

Approval of contract with Children's Services Division for District Attorney's office services for Termination of Parental Rights.

II. Background/Analysis:

The office of the District Attorney of Multnomah County and the State of Oregon Children's Services Division previously contracted through June 30, 1995 for services. The purpose of the contract is to provide legal consultation and processing, filing and litigating termination in Multnomah County Juvenile court.

Previous contracts with Children's Services Division did not fully fund the services provided by the District Attorney's office. Through negotiations in July, 1995, the contract was updated to reflect the current and projected costs of providing termination of parental rights services.

The contract is retroactive to July 1, 1995 due to late negotiation. The contract expires on June 30, 1997.

III. Financial Impact:

This contract fully funds 6.1 FTE at the Juvenile Justice Center. It brings in \$421,880 in FY96 and 438,200 in FY97 for a biennial total of \$860,080.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: None

VIII. Other Government Participation:

The termination of parental rights process involves the District Attorney's office, Children's Services Division, Multnomah County Juvenile Court and Juvenile Justice Division.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500266

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-5</u> DATE <u>8/31/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department District Attorney Division TPR Date 8/15/95Contract Originator Tom Simpson Phone 248-3863 Bldg/Room 101/600Administrative Contact Lisa Moore Phone 248-3133 Bldg/Room 101/600Description of Contract Termination of Parental Rights contract with Children's Services Division

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

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

Contractor Name CSD
 Mailing Address 500 Summer Street, NE
Salem, OR 97310
 Phone 945-6693
 Employer ID# or SS# _____
 Effective Date 7/1/95
 Termination Date 6/30/97
 Original Contract Amount \$ 860,080.00
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 860,080.00

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt
☒ Monthly \$ 33,990 (12 months)
☒ Monthly \$ 35,350 (12 months) ☐ Net 30
☒ Other \$ up to \$28,000 ☐ Other _____

☐ Requirements contract - Requisition required.
 Purchase Order No. _____
☐ Requirements Not to Exceed \$ _____

Encumber: Yes ☐ No ☐Date 8-16-95

Date _____

Date 8-23-95Date August 31, 1995

Date _____

REQUIRED SIGNATURES:

Department Manager [Signature]Purchasing Director _____
(Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration _____
(Class I, Class II Contracts Only)

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	023	2433			2323			TPR Revenue	860,080.00	
02.											
03.											

* If additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT

CSD Agreement Number: 5-0756

Date: August 1, 1995

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, Children's Services Division, or its successor agency, hereinafter referred to as the "Department" and Multnomah County District Attorney's Office hereinafter referred to as the "Agency or Contractor". The Department's supervising representative for this agreement is Kelly Shannon.

Effective Date and Duration: This agreement shall become effective on July 1, 1995 (or on the date at which every party has signed this agreement, and when required, the Department of Administrative Services and the Department of Justice have approved this agreement, whichever date is later). This agreement shall expire, unless otherwise terminated or extended, on June 30, 1997. However, such expiration shall not extinguish or prejudice Department's right to enforce this contract with respect to (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

Statement of Work: The statement of services to be performed and agreement provisions are contained in the following which are attached hereto and are by this reference, made a part of this agreement:

Document	Pages
SCHEDULE	4
GENERAL PROVISIONS	5
EXHIBIT I	1

Consideration: Department agrees to pay County an amount not to exceed \$860,080.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to County as outlined in the agreement document entitled SCHEDULE.

Amendments: The terms of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties, including, when required, the Department of Administrative Services and the Department of Justice.

CONTRACTOR DATA AND CERTIFICATION

NAME: (tax filing): Multnomah County
ADDRESS: 1120 SW 5th, Suite 1430, Portland, OR 97204
Social Security # or Federal Tax I.D. # 93-6002309 Phone #: 248-3162

I, the undersigned, agree to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws described under ORS 305.380 (4); and hereby certify my business is a corporation registered under ORS Chapter 701 to provide labor or services for which such registration is required or I am an independent contractor as defined in ORS 670.600.

Approved by the County:

By: Beverly Stein Title: County Chair Date: 8/31/95

Approved by Children's Services Division, Department of Human Resources:

By: _____ Date: _____

Reviewed by Contracts Officer: Eva Kimister Date: 08-01-95

REVIEWED:

LAURENCE KPESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

Sandra Duffy AGENDA # R-5 DATE 8/31/95
Sandra Duffy, Deputy DEB BOGSTAD
8/23/95 BOARD CLERK

SCHEDULE

CONTRACTOR: Multnomah County District Attorney's Office

Date: August 1, 1995

SECTION A RECITALS

1. The office of District Attorney of Multnomah County and the Department wish to cooperate for the purpose of providing legal consultation and processing, filing, and litigating cases in Multnomah County Juvenile court pursuant to relevant state law for the purpose of terminating parental rights to children who have been neglected, abused, or abandoned or for whom otherwise under Oregon law, termination of parental rights is appropriate.
2. The parties wish also to cooperate in providing legal consultation and training to the employees of the Department for the purpose of appropriately processing and preparing parental termination cases for trial.
3. The parties wish to minimize the amount of time necessary to prepare and process parental termination cases for trial.

SECTION B SERVICES TO BE PERFORMED

1. The Contractor shall provide the services of 3.0 full-time equivalent (FTE) Deputy District Attorneys ; 1.5 FTE Legal Investigator; 1.5 FTE Secretary, and 10% of the Senior Deputy District Attorney to provide legal consultation and to prepare and present termination of parental rights cases.
2. The Contractor shall limit the scope of legal services to termination of parental rights and permanent planning issues.
3. The Contractor agrees to accept for litigation only written referrals for termination of parental rights cases that have been reviewed and approved for referral by the respective branch manager or supervisor designee. A referral for litigation of any case other than a termination of parental rights case is a program exception and will not be accepted without the approval of the Department Central Office Permanent Planning consultant.
4. The Contractor agrees to provide a timely response to Department Legal Assistance referrals. Within 30 calendar days of receiving an approved referral the assigned attorney will either file a petition for termination of parental rights or notify the department manager in writing of the reason the petition can not be filed within the established time limit.
5. The Contractor agrees to provide timely reports to the department reflecting the current status of each referral accepted for litigation upon request.
6. The Contractor agrees to submit to the department for each child served, 3 certified copies of each termination order (2 copies to Department Adoption Services, 2nd Floor, 500 Summer Street, N.E., Salem, Oregon, 97310-1017; 1 copy to the respective Multnomah branch office.)
7. The Contractor will participate with the Department in regular reviews of the operation of the Legal Assistance Program and take corrective actions if needed to fulfill the purpose of this contract. Key staff involved in the administration of the contract will confer as outlined in the attached Exhibit I, which by this reference is made a part of this contract.

SECTION C CONSIDERATION

1. As consideration for the services provided by the Contractor during the period beginning July 1, 1995 and ending June 30, 1997, payment shall be subject to the provisions of ORS 293.462 (payment of overdue account charges) the Department will pay to the Contractor, by check(s), an amount not to exceed \$860,080.00 to be paid as follows:
 - a. During the period beginning July 1, 1995 and ending June 30, 1996, an amount not to exceed \$407,880.00 paid at the rate of \$33,990.00 per month for a maximum of 12 months for staff services.
 - b. During the period beginning July 1, 1996 and ending June 30, 1997, an amount not to exceed \$424,200.00 paid at the rate of \$35,350.00 per month for a maximum of 12 months for staff services.
 - c. An amount not to exceed \$14,000.00 as reimbursement of actual expert witness fees.
2. Billing The Contractor shall bill the Department monthly for services provided, by the 10th of the month following the month of service. The Contractor shall bill on CSD Form 294A. When reimbursement of expert witness fees are billed, a copy of the expert's invoice shall be attached. Billings shall be sent to Children's Services Division, Human Resource Building, Adoption Programs, 2nd Floor, 500 Summer Street, N.E., Salem, Oregon, 97310-1017.

SECTION D PROVISIONS SPECIFIC TO THIS CONTRACT

1. PROGRAM:
 - a. The Department agrees to provide the Contractors office with a list of the permanent planning staff who are authorized to request services under the provisions of this contract.
 - b. The Department agrees to review with the Deputy District Attorney all potential termination cases and jointly agree that the case is ready for litigation prior to submitting a Legal Assistance referral.
 - c. The Department agrees to submit a written referral within 30 calendar days of the mutual agreement that the case will be referred or notify the Deputy District Attorney in writing of the reason the referral can not be submitted within the established time frame.

The Department agrees to refer cases for litigation of termination of parental rights following the Department's approved format for referrals that has been approved in writing by the Department manager or designee. One copy of referral will be sent to the Senior Deputy District Attorney. The original will be sent to Permanent Planning and adoption Services, CSD Central Office.
 - e. The Department agrees to limit referrals for litigation under this contract to termination of Parental rights cases unless an exception is approve din writing by the Department's Central Office Permanent Planning Consultant.
 - f. Annual Contract Extension: It is the intention of the parties to renew this contract annually subject to funds authorized and available for the services, and the need for the services as determined by the Department. Renewal of the contract shall be in writing and shall be effective only when it has been duly signed and approved as required by the Contractor and the Department.

- g. Contractor-Client Relationship: The Contractor will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's services, the Contractor will advise the child and parents or guardian of this provision. The Contractor shall notify the Department of all unresolved grievances.
- h. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for the Department.

The Contractor shall be responsible for developing a plan to identify the steps to be taken toward becoming more culturally competent in order to more effectively serve culturally diverse youth. The plan must be received by the Department no later than December 31 of each even numbered year. During the regularly scheduled review of the Contractor's program, the Department shall review information regarding efforts to deliver services which benefit culturally diverse children and youth.

- i. Program Records, Controls, Reports and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the Department at times and in the form prescribed by the Department. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this contract. The Contractor also agrees that a program and facilities review (including meetings with consumers, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Department.
- j. Worker's Compensation: The Contractor, its subcontractors, if any and all employers providing work, labor or materials under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for all their workers who work at a single location within Oregon for more than 30 days in a calendar year.
- k. Indemnification and Insurance: Notwithstanding the Hold Harmless Provision in the General Provisions of this contract, the Contractor and the Department shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Both the Department and the Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Contractor may satisfy these requirements in any manner allowed by ORS 30.282. The Department shall satisfy this requirement through the Insurance Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the Department verbally and in writing.

As evidence of the insurance coverage required by this contract, and prior to the execution of this contract, the Contractor shall furnish a certificate of insurance to Children's Services Division, ATTN: Contracts Manager, CSD, 4th Floor, HRB, 500 Summer Street NE, Salem, OR 97310. The certificate form to be completed by the Contractor's insurer will be maintained in the Department's file of this contract.

There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without 30 days prior notice to the Department.

1. NoThird Party Beneficiaries:

Department and County are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

2. PAYMENT

- a. It is agreed that the amount to be paid under this contract may be changed by the Department as the result of Legislative action. The Department shall provide the Contractor written notice of any such change in payment.
- b. Payment will be made by the Department to the Contractor, on or before the 1st of the month following the month in which services are provided, subject to receipt of the billing described in Billing, Section C.2. above.
- c. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures:
The Contractor agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this contract, and all revenue received for programs under this contract. The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times and in the form prescribed by the Department.

GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.
2. Payments under this Contract - Contractor will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.
3. Compliance with Applicable Law, Licensing and Program Standards - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including those in the ADDENDUM TO GENERAL PROVISIONS which is attached hereto and by this reference made a part hereof. Contractor agrees that the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555 shall apply to and govern the performance of this contract. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this contract, and shall comply with any other standards or criteria described in this contract.
4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.
5. Equal Rights - The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.
6. Access to Records - The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.
7. Retention of Records - The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Department, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Department of a subcontract shall not result in any obligations to the Department in addition to the agreed rates of payment and total consideration. Any subcontracts which the Department may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

9. Force Majeure - Neither the Department nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond respectively, the Department's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

10. Termination

a. This contract may be terminated by mutual consent of both parties, or by the Department upon 30 days' written notice to Contractor, delivered personally or by certified mail.

b. The Department may also terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Department, under any of the following conditions:

1) If Department funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under (this) paragraph a. and b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.

c. Contractor's timely and accurate performance in accordance with the requirements and delivery schedule set forth in this contract is of the essence of this contract. The Department, by written notice to the Contractor, may immediately terminate the whole or any part of this contract under any of the following conditions:

1) If the Contractor fails to provide services called for by this contract within the time specified or any extension thereof.

2) If the Contractor fails to perform any of the other requirements of this contract or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Department specifying such failure, the Contractor fails to correct such failure within 15 calendar days or such other period as the Department may authorize.

If the contract is terminated under this paragraph., the Department's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Department. The rights and remedies of the Department in this section related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to many other rights and remedies provided to the Department by law or under this contract.

11. Enforcement of Contract - The passage of the contract expiration date shall not extinguish or prejudice the Department's right to enforce this contract with respect to any default or defect in performance that has not been cured.

12. Waiver of Default - The failure of the Department to enforce any provision of this contract shall not constitute a waiver by the Department of that or any other provision.

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

14. Dual Payment - Contractor shall not be compensated for work performed under this contract by any other agency of the State of Oregon.

15. Fees Prohibited - The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Department.

16. State Tort Claims Act - Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

17. Hold Harmless Provision - Contractor shall defend, save, hold harmless, and indemnify the State of Oregon, the Department of Human Resources, the Department and their officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this contract, including failure of contractor to comply with the nondiscrimination requirements of section 5.

18. Assignment of Contract - Successors in Interest - The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Department which shall be attached to the original contract. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment or transfer of interest shall be deemed to create any obligation of the Department in addition to the agreed rates of payment and total contract consideration. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

19. Funds Available and Authorized - The Department certifies that at the time the contract is written that sufficient funds are authorized and available for expenditure to finance costs of this contract within the Department's current appropriation or limitation.

20. Recovery of Overpayments - If billings under this contract, or under any other contract between the Contractor and the Department, result in payments to the Contractor to which the Contractor is not entitled, the Department, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$25,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Department and is not exclusively for the benefit of Department clients or other third party entities, approval by the Executive Department is required. All such approvals, when required, shall be obtained before any work may begin under this contract.

22. Controlling State Law - The provisions of this contract shall be construed and enforced in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the State of Oregon.

23. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the Department.

24. Equal Employment Opportunity - If this contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A - 102, ¶ 14.c.

25. Clean Air, Clean Water, EPA Regulations - If this contract, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102, ¶ 14.i.

26. Energy Efficiency - Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶ 14.j.

27. Truth in Lobbying - The Contractor certifies, to the best of the Contractor's knowledge and belief that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Department for any damages suffered by the Department as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of facts upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Merger Clause - THIS CONTRACT WHICH INCLUDES ALL ATTACHED OR REFERENCED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND WHEN REQUIRED THE EXECUTIVE DEPARTMENT AND DEPARTMENT OF JUSTICE. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ADDENDUM TO GENERAL PROVISIONS

CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW:

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal, corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

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

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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

RECYCLING

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

EXHIBIT I

The key staff involved in the Contract administration will confer as follows:

1. The Deputy District Attorneys providing services under this contract will meet monthly with the 3 branch managers of the Department's Multnomah offices with Permanent Planning Units and other invited Department staff to review and plan the day-to-day operation of the program;
2. The Chief Deputy District Attorney of the Family Justice Division will meet quarterly with the branch managers of the Department Multnomah offices with Permanent Planning Units and the manager of the Department's Permanent Planning and Adoption Services Section to review the general operation of the legal assistance program in Multnomah County, to make plans for future activities and to develop solutions to problems needing corrective action;
3. The Chief Deputy District Attorney of the Family Justice Division, the 3 managers of the Department's Multnomah offices with Permanent Planning Units, and the manager of the Department's Permanent planning and Adoption Services Section will meet annually to conduct a review of this contract and the Legal Assistance Program in Multnomah County.

AGENDA NO: R-60

AGENDA PLACEMENT FORM

Amount of Time Needed:

Amount of Time Needed: 5 minutes

BLDG/ROOM #: 101/600

ACTION REQUESTED:

SIGNATURES REQUESTED:

OR

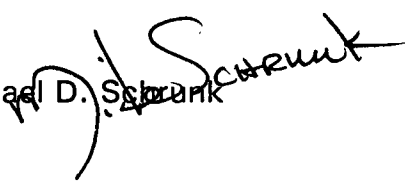
DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

6 / 93

Office Memorandum MICHAEL D. SCHRUNK, District Attorney

TO : The Board of County Commissioners

FROM : Michael D. Schrank 

DATE : August 22, 1995

SUBJECT : Notice of Intent, Informational Summary

The Multnomah County District Attorney's Office was invited to submit a proposal to the Bureau of Justice Assistance for a Gang OCN Violence Enforcement Program. This is a one year grant in the amount of \$275,000.

The goal of the grant is to demonstrate that by weakening the structure of gangs, the violent and criminal impact of gangs can be minimized. This will be accomplished by pooling law enforcement resources from the agencies collaborating in the project. These include the District Attorney's Office, the Multnomah County Sheriff's Office, the Oregon Department of Justice, the Portland Police Bureau, and the Oregon State Police and utilizing innovative prosecution strategies, specifically Oregon's little RICO statutes. This will enable prosecution of gang sets as criminal organizations.

No county match is required on the \$275,000 grant. Indirect costs are included in the grant at the negotiated rate of .0624 of direct charges and .007 on police overtime charges and the total for indirect is \$12,741 for the year long project. Due to short notice of filing for this non-competitive grant opportunity, the Notice of Intent could not be completed prior to submission of the grant application. It is anticipated that the project would begin October 1, 1995, and terminate September 30, 1996.

BUDGET MODIFICATION NO. DJJS #3

(For Clerk's Use) Meeting Date AUG 31 1995
Agenda No. B-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____
(Date)

DEPARTMENT: Juvenile Justice Services
CONTACT: Marie Eighmey

DIVISION: Dept Management
TELEPHONE: 248-3550

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Elyse Clawson/Joanne Fuller

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

The Department of Juvenile Justice Services Budget Modification # DJJS transfers personnel expense from Permanent staffing to Temporary staffing to cover an employee loaned to the State and reduces the total budget FTE by one full-time staff position accordingly.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase: What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space).

This Budget Modification transfers \$67,821 Permanent base expense to the Temporary budget line item and deletes a Juvenile Counselor Supervisor position in the Federal/State program. These actions result in zero change to revenue and a subsequent total FTE for the Department equal to 222.27 FTE.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

No impact.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____)
(Specify Fund) (Date) \$ _____

After this modification \$ _____

Marie Eighmey 7/19/95
Originated By Date

Joanne Fuller 8/11/95
Department Manager Date

Christine Velep 8/15/95
Finance/Budget Date

Colette Umbras 8/16/95
Employee Relations Date

Board Approval Date

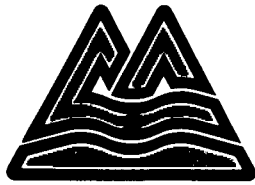
BOARD OF
COUNTY COMMISSIONERS
MULTI-STATE COUNTY
OREGON
1995 AUG 21 PM 12:40

5. ANNUALIZED PERSONNEL CHANGES:

ORG	FTE	JCN	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
2705	-1.00	9220	Juv Counselor Supervisor	(67,821)	(11,916)	(6,403)	(86,140)
2705			Temporary	67,821	11,916	6,403	86,140
	-1.00		Annualized Total	0	0	0	0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES:

ORG	FTE	JCN	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
2705	-1.00	9220	Juv Counselor Supervisor	(67,821)	(11,916)	(6,403)	(86,140)
2705			Temporary	67,821	11,916	6,403	86,140
	-1.00		Total	0	0	0	0



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Juvenile Justice Services

DATE: July 19, 1995 Resubmitted August 11, 1995

SUBJECT: Budget Modification DJJS #3 To Transfer Personnel Expense From Permanent Staffing To Temporary Staffing To Cover An Employee Loaned To The State And To Reduce The Total FTE By One Full-Time Staff Position Accordingly

- I. **Recommendation/Action Requested:** The Department of Juvenile Justice Services recommends Board of County Commissioners' approval of a modification to reprogram personnel expense and delete 1 FTE.
- II. **Background/Analysis:** A DJJS employee has been loaned to the State for the FY95-96 fiscal year, with the State covering the personnel expenditure of the employee. Initially, we added the loaned employee position to our Permanent budget line, thereby increasing our total FTE. Now we are correcting that action by placing the funds in Temporary personnel and deleting that full-time position.
- III. **Financial Impact:** None.
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** Not applicable.
- VII. **Citizen Participation:** Not applicable.
- VIII. **Other Government Participation:** Cooperative sharing of employee's professional skills and juvenile justice services background with State juvenile services.

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BUDGET MODIFICATION NO. DJJS #4

(For Clerk's Use) Meeting Date AUG 31 1995
Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____

(Date)

DEPARTMENT: Juvenile Justice Services
CONTACT: Marie Eighmey

DIVISION: Info/Busn Services
TELEPHONE: 248-3550

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Elyse Clawson/Joanne Fuller/Jann Brown

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

The Department of Juvenile Justice Services Budget Modification # DJJS reprograms \$23,536 City revenue to purchase a van to transport Payback Program youth to work sites.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase: What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space).

This Budget Modification reduces Pass Through Payments by (\$23,536) in order to place the cost of a van, \$22,864, in Fleet's Motor Pool budget line and cover the increased Indirect Cost charge associated with the transfer. The \$672 Indirect Cost increase results from the difference of the Indirect Cost rate charged against Pass Through Payment expense (.7% rate) and the charge against other expense (3.64% rate). General Fund Contingency is increased by this \$672 total.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- Increases Federal/State service reimbursement to General Fund Contingency by \$672.
- Increases Federal/State service reimbursement to Motor Pool by \$22,864.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____)
(Specify Fund) (Date)

After this modification \$ _____

Originated By

Date

Department Manager

Date

Finance/Budget

Date

Employee Relations

Date

Board Approval

Date

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 AUG 21 PM 12:40

[illegible]

FUND	AGENCY	ORG	ACT.	REPT CATEG.	REV SOURCE	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
100	045	7410			6602		672		672	F/S Svc Reimb to G/F
401	030	5900			6602		22,864		22,864	Motor Pool
									23,536	TOTAL REVENUE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

TO: Board of County Commissioners

FROM: Elyse Clawson, Director

DATE: July 19, 1995 Resubmitted August 11, 1995

SUBJECT: Budget Modification DJJS #4 To Reprogram \$23,536 City Revenue To Purchase A Van To Transport Payback Program Youth To Work Sites

- I. **Recommendation/Action Requested:** The Department of Juvenile Justice Services recommends Board of County Commissioners' approval of a modification to reprogram City funds to purchase a van to transport Payback Program youth to work sites.
- II. **Background/Analysis:** In providing revenue to DJJS to support the Payback Program, the City agreed that a portion of the revenue could be used to purchase a van for transportation of the youth to the Water Bureau and other work sites. This modification moves the funding for the van from the contract line to the Motor Pool line in order that County Fleet can purchase the van. The van will remain County property and its maintenance expense will be covered by the Department's County General Fund program.
- III. **Financial Impact:** None.
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** Not applicable.
- VII. **Citizen Participation:** Not applicable.
- VIII. **Other Government Participation:** This is the first year in which the City has provided funding directly to DJJS for Project Payback.

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MEETING DATE: AUG 31 1995

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PRIVATE SUPPORT FOR THE LIBRARY

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 31, 1995

Amount of Time Needed: 15 minutes

DEPARTMENT: Library

DIVISION: Administration

CONTACT: Ginnie Cooper

TELEPHONE #: 248-5403

BLDG/ROOM #: 317/Admin

PERSON(S) MAKING PRESENTATION: Ginnie Cooper

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Resolution in the matter of supporting and endorsing the activities of the Library Foundation, Inc.

all 1995 copies to Ginnie Cooper

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

John Zehil, Doug Deeth

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 AUG 22 AM 10:42



MEMORANDUM

TO: Board of County Commissioners

FROM: Ginnie Cooper, Director of Libraries

VIA: Jeanne Goodrich, Deputy Director of Libraries *JD*

DATE: August 17, 1995

REQUESTED PLACEMENT DATE: August 31, 1995

SUBJECT: Resolution in the matter of supporting the Library Foundation, Inc.

I. Recommendation/Action Requested:

Request approval of the resolution in the matter of supporting and endorsing the activities of the Library Foundation, Inc.

II. Background/Analysis:

One of the goals in the LIBRARY PLAN which the Board of County Commissioners saw early in this calendar year reads as follows:

- *Enrich the library's funding by capturing a higher level of individual, corporate and community **contributions to the library** and sponsorship of library activities.*

In order to accomplish this goal, several Library Board members and others are establishing a Library Foundation as a vehicle to encourage philanthropic gifts to the library. The Library Board, by resolution at their July meeting, directed that the attached resolution be forwarded to the Board of County Commissioners. Library Board members ask that you adopt the resolution to show your support for the efforts of the new Library Foundation to raise private money for the library.

III. Finanical Impact:

The financial impact of the funds from Foundation's first fundraising efforts would be to augment what is available for the renovation of Central Library.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

*Enrich the library's funding by capturing a higher level of individual, corporate and community **contributions to the library** and sponsorship of library activities.*

VII. Citizen Participation:

Approved by the Library Board at their July 18, 1995 meeting.

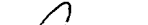
VIII. Other Government Participation:


N/A

In the Matter of Supporting the) RESOLUTION
Library Foundation, Inc.) 95- 189

DATED this 31st day of August, 1995.




Beverly Stein, Chair



Laurence Kressel

Meeting Date: AUG 22 1995 AUG 31 1995
Agenda No: R-2 R-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amending exempt employee benefits ordinance

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 22nd, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: x5015 # 22000

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This proposed Ordinance amends Ordinance 740 relating to benefits for employees not covered by collective bargaining agreement. It allows advance payment for tuition and incidental expenses if it is consistent with the County's needs and the exempt employee agrees to repay the money if the course is not satisfactorily completed. There are no additional costs associated with this Ordinance.

8/31/95 copies to Curtis Smith

9/1/95 copies to

ORDINANCE Distribution List

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
JULY 15 AM 8:29
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

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& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith, Employee Services Manager

DATE: August 14, 1995

REQUESTED PLACEMENT DATE: August 24, 1995

RE: Amend exempt benefits ordinance to allow advance payment of tuition and incidental related expenses.

I. Recommendation/Action Requested: Adoption of Ordinance amending Ordinance No. 740.

II. Background/Analysis: Ordinance 740 (the exempt benefits ordinance) as currently written, requires that exempt employees pay tuition costs "up front" and be reimbursed by the County after satisfactory completion of the course. As the costs of tuition have risen, prepayment of tuition has sometimes been a hardship, particularly for lower paid exempt employees. This amendment would allow tuition to be prepaid by the County, subject to collection from the employee if the course was not satisfactorily completed. Tuition would only be advanced or reimbursed in cases where the approving manager judges that the course is related to the employee's position, will result in improved job performance, and is within existing budget limitations and priorities.

III. Financial Impact: There is no financial impact.

IV. Legal Issues: None.

V. Controversial Issues: None

VI. Link to Current County Policies: This same provision is being proposed to all the bargaining units.

VII. Citizen Participation: None.

VIII. Other Government Participation: None.

ORDINANCE FACT SHEET

Ordinance Title: Amending exempt benefits ordinance

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

Amend Ordinance 740 relating to benefits for employees not covered by collective bargaining agreement. It allows advance payment for tuition and incidental expenses if it is consistent with the County's needs and the exempt employee agrees to repay the money if the course is not satisfactorily completed. There are no additional costs associated with this Ordinance.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Other jurisdictions establish and maintain exempt benefit plans.

What has been the experience in other areas with this type of legislation?

Not applicable.

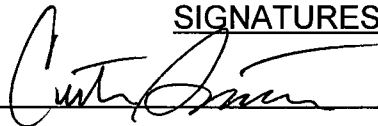
What is the fiscal impact, if any?

There is no fiscal impact.

(If space is inadequate, please use other side)

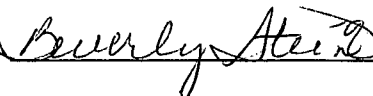
SIGNATURES:

Person Filling Out Form: _____



Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: _____



1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY OREGON

3 ORDINANCE NO. 829

4 An ordinance amending Ordinance No. 740 relating to benefits for employees not
5 covered by collective bargaining agreement.

6 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7 Section I. Findings.

8 (A) Multnomah County, Oregon employs a variety of individuals excluded from
9 any collective bargaining agreement referred to as "exempt" employees.

10 (B) It is the desire of the Board of County Commissioners (hereinafter "Board")
11 to revise administrative policies and procedures governing benefits for exempt
12 employees.

13 Section II. Amendment.

14 (A) Ordinance No. 740 Section XIII. (Education Assistance) is amended to read
15 as follows:

16 (C) Exempt employees shall apply for approval of the request for
17 reimbursement or time off at least thirty (30) days prior to the proposed
18 enrollment or as soon as the employee becomes aware of the training
19 opportunity. If approved for reimbursement, the employee will be
20 reimbursed within thirty (30) days after the employee presents proof of
21 satisfactory completion of the course. An exempt employee may receive
22 an advance payment to cover the cost of tuition and related incidental
23 expenses under the following conditions:

24 (1) In the judgment of the approving manager, such an advance is
25 consistent with the County's financial and operational needs and
26 priorities; and

27 (2) The employee signs an agreement that if he or she does not
28 satisfactorily complete the course, or if his or her County
 employment terminates before completion of the course, the County
 will have the right to deduct the amount of the advance from his or
 her pay or use other means to collect the amount of the advance.

1 ADOPTED the 31st day of August, 1995, being the date of
2 its second reading before the Board of County Commissioners of Multnomah County,
3 Oregon.



By Beverly Stein
Beverly Stein, Chair
MULTNOMAH COUNTY, OREGON

9 REVIEWED:

10
11 Laurence Kressel for
12 Laurence Kressel, County Counsel
of Multnomah County, Oregon

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Meeting Date: AUG 31 1995
Agenda No.: R-11

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Resolution authorizing the issuance and negotiated sale of \$8,400,000
Certificate of Participation Anticipation Note Sale.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: August 31, 1995

Amount of Time Needed: 5-10 Minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: David Boyer TELEPHONE #: x3903
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approve resolution authorizing the negotiated sale of \$8,400,000 COP Anticipation Note Sale to finance the costs of the additional beds at the Juvenile Justice Complex.

9/1/95 copies (certified true) to Dave Boyer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bill Fauer for Beverly Hens

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
1995 AUG 24 PM 1:58
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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(503) 248-3312
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(503) 248-3883
(503) 248-3797

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(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: Dave Boyer, Finance Director *DB*

Date: *AUG 25,*
~~May 30,~~ 1995

Requested Placement Date: *AUG 31*
~~June 8,~~ 1995

RE: Interim Financing of Juvenile Justice Complex not to exceed \$8,400,000

I. Recommendation/Action Requested:

Approve Resolution authorizing the issuance of \$8,400,000 of interim financing to construct the Juvenile Justice Complex.

II. Background/Analysis:

Under ORS 288.165 the County is authorized to issue interim financing for capital expenditures .

On May 4, 1995, the Board passed Resolution 95-99 to construct an additional 64 beds at the Juvenile Justice Complex. This Resolution authorizes the County to issue the Certificates Of Participation to finance the construction of the additional beds. Resolution 99A declares that the County will potentially advance refund (refinance) the 1992 COP Juvenile Justice Complex issue and the 1995 COP Juvenile Justice Complex issue.

On June 8th the Board passed Resolution 95-133 authorizing the issuance of \$7,400,000 in COPs to construct the Juvenile Justice Complex.

On August 3rd the Board passed Resolution 95-174 accepting the Strategic Space Plan. In this resolution the Chair is to develop a recommended capital improvement plan for potential submission for voter approval.

Due to market conditions caused by Orange County's financial situation we delayed issuing the COPs. Because of the delay and the possibility of including this issue in a capital improvement plan to be submitted to the voters, we are recommending that we issue interim financing notes for approximately one year to cover our cash flow outlay and then issue COPs or General Obligation Bonds, if approved by the voters, when the notes mature. This approach will give the County more flexibility.

III. Financial Impact: The 1995-96 Approved Budget contain the necessary debt repayment amount. The 1995-96 payment will be about \$225,000 year. We are estimating, based on the current market, that the interest rates will be about 4.5%.

This COP issue meets all of the requirements contained in Resolution No. 95-182 the Financial and Budget Policy. The following is the calculation of 5% authorization and current payment level:

	<u>Current Pmt.</u>	<u>5% Authorization</u>
General Fund Supported	\$6,233,000	\$8,950,000

IV. Legal Issues: Bond Counsel and County Counsel have reviewed or will review all legal documents required.

V. Controversial Issues: None

VI. Link to Current County Policies: Is consistent with County policy.

VII. Citizen participation: None

VIII. Other Government Participation: None

ATER WYNNE
HEWITT
DODSON
& SKERRITT

ATTORNEYS AT LAW

Suite 1800
222 S.W. Columbia
Portland, Oregon 97201-6618
(503) 226-1191
Fax (503) 226-0079

August 24, 1995

David A. Boyer, Finance Director
County of Multnomah
Multnomah County, Oregon
1021 S.W. 4th Street
Portland, OR 97201

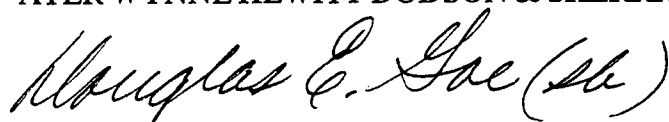
Re: Multnomah County, Oregon/Resolution regarding Interim Financing

Dear Dave:

Enclosed is a Resolution regarding the interim financing for the Juvenile Justice complex. Please call me if you have any questions.

Very truly yours,

ATER WYNNE HEWITT DODSON & SKERRITT



Douglas E. Goe

DEG/san

Enclosure

DEG\san7313c.res



Beverly Stein, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

TO : Board of County Commissioners
FROM : Bill Farver *BF*
DATE : August 21, 1995
RE : Increased costs for building at Juvenile

URGENT

Enclosed please find three memos:

- two from Bob Nilsen explaining why construction of the two new pods at Juvenile will cost \$990,000 more than originally estimated
- one from Dave Boyer explaining how this translates into additional expenditures for Multnomah County, the State, and Washington County

My train of thought is as follows:

1. While the County will incur an additional annual payment of \$17,250, there is no impact on this year's budget. However, the Board will need to take formal action to approve the higher borrowing limit and approve a supplemental budget because of the size of the increase.
2. I don't want to proceed unless the Board, the state and Washington County agree to pay their increased shares. It was a major policy issue for us and will have an ongoing budget impact for all of us. Elyse has checked with the state and the increases are within the range we negotiated. Washington County will be in touch in the next day or two.
3. I assume that the you agree that we still need to proceed with the construction even at the higher cost. If that is what I hear from you and our other partners, I will ask Bob Nilsen to instruct Hoffman to negotiate contracts immediately and not re-bid the project again for fear of even higher costs.
4. I will then have the formal Board action to you as soon as I get those confirmations, but no later earlier than August 31. The supplemental budget will take longer to prepare.

If you prefer a full Board discussion on the issue prior to making your individual judgments, I can arrange that for August 31.

If you have questions, Bob (x-2805), Dave (x-3903) or I (x-3958) are available.

cc: Elyse Clawson, Barry Crook, Dave Warren, Bob Nilsen, Dave Boyer, Joe Christy, Bob Jester





MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

To: Bill Farver
From: Bob Nilsen *BN*

RE: Construction costs related to building Detention Pods "E" & "F" at
Multnomah County's Juvenile Justice Complex

In late spring of this year Hoffman Construction Company estimated it would cost \$5,360,000.00 to build Detention Pods E and F.* This cost estimate was based on already built Detention Pods completed by Hoffman in October 1993 and March 1995, and current construction market conditions at that time.

The intent at that point was to use subcontractors already on the job site to build Pods E and F. The effort was made two times to structure a construction budget within the \$5,360,000.00 figure. When this failed, construction documents for Pods E and F were publicly bid with the same result.

Within the last several months, the Construction Industry has changed dramatically in the Portland Metropolitan area. Escalation of costs are attributed to numerous large construction projects underway including several in the Electronics Industry. Manpower shortages and increases to building material costs (especially related to detention) are impacting construction costs. Indications are that negative conditions - from an owners of view- will continue for at least three years and probably will further escalate during this time period.

At present -after bidding- we are about \$850,000.00 over our \$5,360,000.00 budget figure for building Pods E and F. Dave Boyer indicates this will increase our overall project budget from 7.4 million to 8.4 million** with a yearly payback increase of from \$671,000.00 to \$740,000.00. Rebidding at this time is projected to yield even higher construction costs as escalation in some areas can be measured in weeks. D. A. Hilderbrand from Hoffman, Dave Boyer, and myself are available to brief you, the Chair and or, the Board at your earliest convenience.

* A direct actual construction cost of \$5,360,000.00 plus \$1,160,000.00 "soft" owners costs for permits, fees, percent for art, Architects, Engineers, etc. yielded a total construction budget of \$6,520,000.00.

** Dave Boyers total project budget costs includes issue costs and reserve requirements for financing the project.



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(503) 248-3322

To: Bill Farver
From: Bob Nilsen BN

RE: Construction costs Related to building Detention Pods E & F.

This is in follow up to my earlier memo to you about construction costs for Pods E & F as related to Hoffman's cost estimate.

Hoffman presented to us a series of "Cost Estimates To" build various detention pods on various time frames.

At the time the Board gave its approval to begin the process to build Detention Pods E & F we did not have a contract extension with Hoffman to do this work. After Board approval a contract extension was formulated and reviewed with Hoffman. At the same time, preliminary cost estimates from Hoffmans subcontractors started to come in indicating costs might be above Hoffmans budget of \$5,360,000.00. Hoffman felt the need to project more subcontractor costs because of this trend. Additional meetings, conversations, and scope outlines confirmed higher costs.

Hoffman felt preliminary drawings and specifications needed to be more detailed and subcontractors given more information on the intended scope of work. This process was followed and yielded some lower bids, but still overall, more than the budget amount indicated. At this point we were starting to see and hear about cost escalations in the construction industry in the Portland Metropolitan area. We were also noticing material costs starting to escalate.

In order to achieve better subcontractor costs and competition, and to verify best material costs we next placed the recently completed construction documents out for public bid. These bids have confirmed the present condition of our construction market and place us at \$850,000.00 over Hoffmans budget of \$5,360,000.00.

FARVER Bill M

From: BOYER Dave A
To: FARVER Bill M
Cc: NILSEN Robert H; CLAWSON Elyse -; WARREN Dave C
Subject: FW: Juvenile Justice Cpmplex Costs
Date: Thursday, August 17, 1995 3:08PM

See the following for additional comments regarding the Juvenile Justice Complex.

From: BOYER Dave A
To: FARVER Bill M
Cc: NILSEN Robert H; TEBBEN Christine T; CLAWSON Elyse -
Subject: Juvenile Justice Cpmplex Costs
Date: Thursday, August 17, 1995 9:20AM

Bob Nilsen asked me to contact you and let you know the impact of the increased construction costs of \$850,000. Below are the estimated changes and ongoing financial impacts:

	Original	Revised	Change
Construction costs	\$6,520,000	\$7,370,000	\$850,000
Underwriter Discount	148,000	167,300	19,300
Cost of Issuance	83,000	100,000	17,000
Title Insurance	10,000	11,000	1,000
Debt Service	639,000	741,700	102,700
Total	\$7,400,000	\$8,390,000	\$990,000

The FY 1995-96 Budget does not need to be changed. The issue was delayed three months due to the market conditions caused by Orange County and its ability to pay its debts when due. Because of the delay the 95/96 interest payment is for four months instead of six. We plan on issuing the COPs October 1, 1995. No impact to Washington County or State in FY 1995/96.

I have talked to Dave Warren and a supplemental budget will need to be approved. This can be done at a later date during the year.

We will need to have the Board approve a resolution authorizing us to increase our borrowing from \$7.4 million to \$8.4 million. I will be meeting with Bond Counsel on Manday the 21st and should have a resolution to take to the Board by August 31.

After 1995/96, the ongoing debt payment will increase by an estimated \$69,000 per year. This represents an increase to Multnomah County \$17,250 for 16 beds; Washington County \$17,250 for 16 beds and to the State \$34,500 for 32 beds.

I have checked with Franna regarding the contract with Hoffman. The contract does not need to be brought back to the Board again. The rationale for using the Construction Manager/General Contractor has not changed, therefore it does not need to be approved by the Board again.

If you have any questions please call

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

A Resolution of the Board of County Commissioners
of Multnomah County, Oregon Authorizing the Issuance
of Interim Financing in an amount not exceeding
\$8,400,000; Designating an Authorized Representative,
Financial Advisor, Special Counsel, and Paying
Agent and Registrar; Declaring Intent to Reimburse
Expenditures; and Other Matters.

RESOLUTION NO. 95- 190

WHEREAS, the above-entitled matter is before the Board of County Commissioners of Multnomah County, Oregon (the "County"), upon a showing by the Director, Finance Division, that, the County is authorized pursuant to the Charter of the County and Oregon Revised Statutes Section 288.165(4) to issue and sell at a private negotiated sale of Capital Asset Notes, Series 1995 (the "Notes") or a Line of Credit or other credit agreement (the "Line of Credit") in an amount not to exceed \$8,400,000, to (1) finance the interim costs of construction and equipping of additional juvenile detention facilities which will provide an additional 64 beds within the existing Juvenile Justice Complex (the "1995 Project"); and (2) pay all costs incidental thereto; and

WHEREAS, the County, in the alternative, may enter into a credit agreement with a credit provider for financing the 1995 Project pursuant to Oregon Revised Statutes Section 288.165; and

WHEREAS, proceeds from the County's issuance of general obligation bonds, certificates of participation or other permanent financing shall be available for payment of the Notes or the Line of Credit (collectively referred to herein as the "Interim Financing");

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Interim Financing Authorized. The Board authorizes the issuance of an Interim Financing for the County in an aggregate principal amount not to exceed \$8,400,000 for the purpose of financing the interim costs of the 1995 Project and to pay all costs incidental thereto. The Authorized Representative, as hereinafter defined, shall determine the date of the interim financing, the maturity date and the interest rate payable at maturity pursuant to Section 4 hereof. Issuance of Notes shall be in denominations of \$5,000 or integral multiples thereof after consultation with the purchaser of the Notes and may be initially issued in book-entry-only form as a single certificate for the single maturity, registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"). The book-entry-only form of Notes will be issued without printed certificates being made available to the noteholders.

2. Security. The Interim Financing shall be payable from one of the following three sources:
 - A. Proceeds of general obligation bonds issued and sold by the County for the purpose of providing permanent financing for the 1995 Project;
 - B. Proceeds of certificates of participation to be issued and sold by the County for the 1995 Project; or
 - C. Proceeds of any other permanent financing arranged by the County for the 1995 Project.
3. Designation of Authorized Representative. The County authorizes the Director, Finance Division, or his designee (the "Authorized Representative") to act on behalf of the County and determine the remaining terms of the Interim Financing as specified in Section 4.
4. Delegation of Terms and Sale of Interim Financing and Additional Documents. The Authorized Representative is authorized, on behalf of the County, to:
 - A. approve of and authorize the distribution of preliminary and final official statements, if required, to prospective purchasers of the Interim Financing;
 - B. select an underwriter and negotiate the terms under which the Notes shall be sold and to execute and deliver a Note Purchase Agreement for sale of the Notes; or in the alternative, enter into a Line of Credit with a credit provider to obtain a line of credit for the financing of the interim costs of the 1995 Project;
 - C. establish the maturity and interest payment dates, dated date, principal amounts, optional redemption provisions, if any, interest rates, and denominations and to establish other terms under which the Interim Financing shall be issued, sold, executed, and delivered;
 - D. obtain rating(s) on the Notes, if determined by the County and the Authorized Representative to be in the best interest of the County;
 - E. determine whether the Notes shall be Book-Entry notes and to take such actions as are necessary to qualify the Notes for the Book-Entry System of DTC;
 - F. approve, execute and deliver the closing documents for the Interim Financing, including but not limited to, a continuing disclosure certificate as required by SEC Rule 15c2-12;
 - G. execute and deliver a Tax Certificate specifying the action taken pursuant to this Resolution, and any other documents or agreements that the Authorized Representative determines are necessary and desirable to cause the issuance, sale and delivery of the Interim Financing in accordance with this Resolution.
5. Maintenance of Tax-Exempt Status. The County covenants to use the Interim Financing proceeds and the 1995 Project financed with the Interim Financing proceeds in such manner that the Interim Financing shall not become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations issued thereunder. The County covenants that, within its lawful powers, it will not do, and will refrain from doing, anything in the issuance of Interim Financing and in the investment and expenditure of the proceeds thereof which would

result in the interest on the Interim Financing becoming taxable for federal income tax purposes. The County makes the following specific covenants with respect to the Code:

- A. The County shall use and operate the 1995 Project financed with the Interim Financing so that the Interim Financing which were not issued as "private activity bonds" within the meaning of Section 141 of the Code do not become private activity bonds.
- B. The County shall comply with appropriate Code reporting requirements.
- C. The County shall pay, when due, all rebates and penalties with respect to the Interim Financing which are required by Section 148(f) of the Code.

The Authorized Representative may enter into covenants on behalf of the County to protect the tax-exempt status of the Interim Financing.

6. Appointment of Special Counsel, Financial Advisor and Paying Agent and Registrar. The County appoints Ater Wynne Hewitt Dodson & Skerritt as special counsel for the issuance of the Interim Financing, Regional Financial Advisors, Inc. as Financial Advisor to the County for the issuance of the Interim Financing and Bank of America Oregon as paying agent and registrar for the Interim Financing.

7. Declaring Intent to Reimburse. The County hereby declares its official intent to reimburse itself with Interim Financing proceeds for any of the expenditures incurred by it prior to the issuance of the Interim Financing.

8. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Notes or the Line of Credit by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the County with the Owners and shall be deemed to be and shall constitute a contract between the County and the Owners, subject to the conditions set forth in paragraph 2 herein. The pledges contained herein, including without limitation the County's covenants and the other covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the Owners, all of whom shall be of equal rank without preference, priority or distinction of any of such Notes or Line of Credit over any other thereof.

9. Maturity of Interim Financing. Pursuant to ORS 288.165(4), the Interim Financing shall mature not later than one year from the estimated completion or acquisition of the 1995 Project.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED BY
COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

By Laurence Kressel
Laurence Kressel

MEETING DATE: AUG 31 1995
AGENDA NO: R-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Support for US 30 Interim Corridor Study

BOARD BRIEFING Date Requested: None Requested

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 31, 1995

Amount of Time Needed: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Ed Pickering TELEPHONE # (503)248-3636

BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Ed Pickering

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

ODOT Region 1 has requested Multnomah County's approval of the US 30 Interim Corridor Study. The US 30 Interim Corridor Study will serve as chapter 7 in ODOT's Portland-Astoria Corridor Plan which recommends transportation facility improvements and management techniques in the US 30 corridor between Portland and Astoria..

Multnomah County is represented on the Corridor Technical Advisory Group (CTAG), and the Corridor Steering Committee which is responsible for the recommended strategies. The Study incorporates revisions taken from comments of the Corridor Steering Committee ODOT staff. None of these revisions substantively changes the Strategy document produced by CTAG, with public and stakeholder input.

The Study categorizes US 30 in Multnomah County as Access Management Category 3 and Category 4. Suggested access management measures include optimization and multi-modal access of roadway facilities using Transportation Demand Management and Transportation Systems Management, focusing on bike, pedestrian, automobile, water, rail, and trucking modes, and connecting waterway pipeline facilities. With the adoption of this resolution Multnomah County endorses the US 30 Interim Corridor Study.

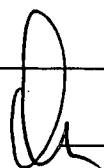
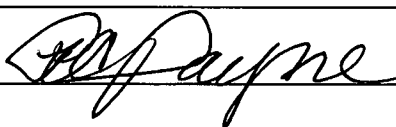
9/1/95 copies to Ed Pickering

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

  8-16-95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURE

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry F. Nicholas, P.E., Director of Transportation

TODAY'S DATE: August 16, 1995

REQUESTED PLACEMENT DATE: August 31, 1995

RE: Approval of Resolution Endorsing the US 30 Interim Corridor Strategy Plan

I. Recommendation/Action Requested:

Recommendation to approve the resolution endorsing chapter 7 of ODOT's Portland-Astoria Corridor Plan, US 30 Interim Corridor Strategy.

II. Background/Analysis:

The US 30 Interim Corridor Study is a result of a nine month research project conducted by ODOT in conjunction with local and regional governments, State agencies, stakeholder committees, interest groups, and the general public. The Study has produced a 20-Year Corridor-wide analysis of how US 30, in conjunction with various travel modes, can better serve State and regional businesses and the travelling public.

The Study considers the many modes and uses of travel throughout the US 30 Corridor. The Study concludes that increased multi-modal access is needed to serve these modes most efficiently. Roadway capacity may be increased where necessary by means of Transportation System Management (TSM) and Transportation Demand Management (TDM) techniques.

More specifically, the US 30 Corridor would be affected in Multnomah County through the following actions:

Capacity

- TSM projects may provide capacity changes by adding turning lanes in limited areas. No capital improvements providing road expansion are scheduled for the corridor in Multnomah County.

Maintenance / Construction

- No major capital road projects are recommended in the Multnomah County portion of the corridor. Striping for turn lanes, adding shoulders, and maintenance of the road surface will be the primary strategies. Certain areas of high accident rates or steep slopes may be widened and reconfigured. Improving the I-5 / US 30 connection will allow US 30 travellers to use I-5 as an efficient through route between the western portion of the corridor and Portland.

Transportation Systems Management

- A focus on TSM may affect signal operations and access management. The Steering Groups recommended for a decrease in public and private facility access where practicable.

Transportation Demand Management / Land Use

- The study has suggested using congestion pricing and land use measures to encourage alternatives to single occupancy automobile trips, and more multiple use trips.

Freight

- Better connections from costal ports to the Port of Portland will accommodate increases in waterway and rail traffic. These improvements should produce a net decrease in long haul truck movements on US 30.

Multi-Modalism

- The entire US 30 corridor will have a minimum of 5' paved shoulders to provide safe and desirable bicycle access from Multnomah County to Astoria. Bicycle lanes will be striped in urban areas.

Recreation

- The study anticipates increases in recreational travel from Portland and Multnomah County to the Oregon Coast. Annual facility maintenance and timely reconstruction will facilitate this travel. Decreased truck movements will improve traffic flow within the corridor, however truck traffic accessing Port of Portland facilities will continue to be active.

III. Financial Impact:

The US 30 Interim Strategy has developed a long-range (20 year) plan with low to medium range expenditures. Multnomah County has no major capital roadway expenditures required as part of the 20 year study. No County budget changes are requested to accommodate the Interim Strategy.

IV. Legal Issues:

Federal, Bi-State, and local laws were considered in the development of the US 30 Corridor Strategy. For Multnomah County, the primary legal issues addressed were: the Federal Disabilities Act of 1991, Federal Air-Quality legislation, the Oregon Transportation Plan (OTP) rules, Transportation Planning Rule (TPR) amendments, and Metro's regions 2040 Plan. Specific concerns were addressed as follows:

<u>Rule</u>	<u>Compliance procedure</u>
1) Disabilities Act	Follow access regulations allowing disabled citizens the right to transportation facilities. Extending para-transit service is an option.
2) Air-Quality	Aims to meet Federal and State air-quality measures through TSM and TDM programs. Increase multi-modal freight and multi-modal passenger travel.
3) OTP	Comply with state policy to "provide a balanced transportation system" by providing a regionally accessible multi-modal transportation system; aims to decrease vehicle miles travelled (VMT) through TSM and TDM programs.
4) OTP	Comply with "enhancement of scenic resources and conservation" through numerous signing techniques, landscaping, and viewpoint additions. Also, improving air quality, and minimize impact of transportation system on surface runoff and wildlife migration routes.
5) OTP	Develop a multi-modal system which will enhance Oregon's economy. Plan provides multi-modal solutions to commercial shipping, commuting, and tourist usage of facility.
6) TPR	Comply by decreasing single occupancy vehicle (SOV) trips and VMT through TSM and TDM programs. Increase multi-modal connections.
7) 2040 Plan	Comply with preservation of "Green corridor" status through landscaping, signing, protecting wildlife migration routes and natural resources and energy consumption.

V. Controversial Issues:

Assisting local trucking through quality multi-modal connections in terminals and ports will mitigate trucking concerns over a reduced long-haul trucking role in the corridor. ODOT will permit fewer access opportunities between adjacent properties and Highway 30. Adding climbing lanes will help ease truck and traffic conflicts. Congestion pricing will have minimal affects on the rural areas of Multnomah County.

VI. Link to Current County Policies:

The US 30 Interim Corridor Strategy is consistent with Comprehensive Framework Plan Policy for regarding participation in intergovernmental coordination efforts; and Policy 33a concerning implementation of a balanced, safe and efficient transportation system.

VII. Citizen Participation:

Various steps involving citizen and private industry participation were taken. These include surveys, newsletters, and open houses.

- 1) Stakeholder Survey: A survey was mailed out to over 200 stakeholders in the US 30 corridor asking them to identify issues of concern.
- 2) Corridor Newsletter: 2,500 individuals and organizations within the corridor received a newsletter on the corridor planning process, announcing open houses, and solicited input on improvements.
- 3) Open Houses: Open houses were conducted at six different locations within the corridor including Multnomah County. Information on the planning process was given while input on the process was solicited.
- 4) Stakeholder Outreach: Input was solicited by major stakeholders through a direct mailing of the Preliminary Draft Interim Corridor Strategy.

VIII. Other Government Participation:

The planning process included 19 regional, county and local governments along the corridor.

PORTLAND-ASTORIA (U.S. HWY 30) CORRIDOR PLAN UPDATE

August, 1995

FIRST PHASE OF CORRIDOR PLANNING COMPLETED

Over the past year, the Oregon Department of Transportation (ODOT) has been working with local and regional governments, interest groups, statewide agency and stakeholder committees, and the general public to develop a long-term program for the Portland-Astoria (U.S. Highway 30) Corridor. The first phase of that process has been completed with development of an *Interim Corridor Strategy*.

The Interim Corridor Strategy is a critical element of the Portland-Astoria Corridor Plan. Corridor planning is a new approach to transportation planning statewide by ODOT and the communities bordering major transportation corridors to work together to build a plan that not only addresses the specific needs of each corridor but also identifies the current and future uses of the corridor and the unique character of each corridor.

In ODOT Region 1, the Portland-Astoria Corridor (U.S. Highway 30) is the first corridor plan being undertaken. This multimodal corridor plan includes U.S. Highway 30, Interstate 5, the Columbia River, the Burlington Northern Railroad, and other elements of the transportation system. It is being prepared by Region 1 in cooperation with regional and local governments in the corridor, ODOT Region 2, and the State of Washington. ODOT has retained the consulting firms of Cogan Owens Cogan and David Evans & Associates to assist with public and agency involvement and with technical analyses.

INTERIM CORRIDOR STRATEGY

The Interim Corridor Strategy proposes a long-term (20 year) program for the operation, preservation and enhancement of transportation facilities within the Portland-Astoria Corridor. The purpose of the Corridor Strategy is to establish realistic performance objectives for all modes of transportation in the corridor and to make major transportation tradeoff decisions. Objectives address the corridor as a whole, as well as major segments of the corridor, but do not address specific sites or transportation improvements. Site-specific decisions will be made during preparation of city and county Transportation System Plans (TSPs). The Interim Corridor Strategy sets the direction and provides guidance for these TSPs.

The Corridor Strategy is intentionally labelled as *Interim*, as it will be further refined during development of city and county TSPs and a comprehensive Corridor Plan. The preparation of TSPs will occur over the next 1-2 years (see *Other Transportation Planning/Projects in the Corridor*), then a Corridor Plan will be developed which includes the Corridor Strategy and elements of each of the city and county TSPs.

Implementation of the Strategy will require actions and investments by a variety of parties, including ODOT, local and regional governments, and/or private parties. For example, Burlington Northern would have primary responsibility for implementation of strategies to expand rail service in the corridor. Assignments of responsibility will be developed during refinement of these objectives in city and county TSPs, then incorporated into the Corridor Plan.

DEVELOPMENT OF THE CORRIDOR STRATEGY

The Interim Corridor Strategy has been developed with the active involvement of local and regional governments in the corridor, interest groups, statewide agency and stakeholder committees, and the general public. A draft Interim Corridor Strategy was developed by a Corridor Technical Advisory Group (CTAG), composed of representatives of ODOT and 19 regional and local governments within the Corridor, and circulated for broad agency, stakeholder and public review. The CTAG draft was then reviewed and approved by a Corridor Steering Committee (CSC), consisting of elected officials or other representatives from the affected jurisdictions represented on the CTAG. Formal endorsement of the Interim Corridor Strategy by the affected jurisdictions and the Oregon Transportation Commission is expected to be completed within the next 1-2 months.

Key steps in the development of the Strategy included:

- ◆ Stakeholders - A survey of 200 stakeholders and other interested parties in the Portland-Astoria Corridor was conducted to identify issues and needs to be addressed in the corridor planning process. Input on a preliminary draft Strategy was also solicited through direct mailings to key stakeholders.
- ◆ Technical committees - Two technical committees were created to identify preliminary issues, opportunities and constraints; develop draft corridor objectives for public review; and advise on the planning process.
- ◆ Policy Committee - The Interim Corridor Strategy was finalized and approved by a Corridor Steering Committee composed of elected officials or appointed representatives from each of the local and regional jurisdictions in the Corridor.
- ◆ Newsletter - A January, 1995 newsletter, distributed to more than 2,500 individuals and organizations within the corridor, provided information on the corridor planning process, announced open houses and other public involvement strategies, and solicited input on significant issues and priorities to maintain or improve transportation services in the corridor.
- ◆ Open houses - Open houses were conducted at six locations in the corridor in January and February, 1995 to provide information on the planning process and to solicit input on issues, needed improvements to the transportation system, and priorities.

KEY THEMES

A wide variety of objectives comprise the Interim Corridor Strategy. The key themes reflected in these objectives are:

- ◆ Allocation of state resources to highway projects according to the following priorities:
 - (1) Maintenance of the existing facility to ensure that it remains safe and functional, e.g. fixing potholes;
 - (2) Preservation of the roadway by investing in roadbed and pavement reconstruction as needed to minimize maintenance costs; and
 - (3) Safety and capacity improvements.
- ◆ No additional expansion in highway capacity from Columbia City to Portland, except for transportation system management (TSM) improvements such as turning lanes and signal improvements.
- ◆ No major expansions in highway capacity from Columbia City to Astoria, except for truck climbing/passing lanes, and turning lanes and through lanes in congested urban areas.
- ◆ A stronger I-5/Highway 30 connection to provide a high-speed through-route between the western portion of the corridor and Portland.
- ◆ Reconstruction or construction of a new river crossing at Longview/Rainier and/or alternative bridge locations if legislation is enacted enabling public-private toll facilities.

- ◆ Minimizing additional long-haul truck use of Highway 30 by promoting increased bulk freight movement by rail and water.
- ◆ Deepening of the Lower Columbia River navigation channel to accommodate deep draft ships.
- ◆ Construction of the Astoria Bypass, defining a new route for U.S. 30 from the John Day Bridge area to U.S. 101.
- ◆ Reliance upon local access management and circulation plans to relieve localized congestion problems, to facilitate local trips crossing Highway 30 safely without unduly interfering with through-traffic, to reduce the need for Highway 30 improvements, and to meet other local transportation system needs.
- ◆ Application of the most restrictive access management standards (regulating the number, spacing, type, opportunities for left turns and location of driveways, intersections and traffic signals) for both local arterials and U.S. 30, consistent with existing or planned adjacent land uses.
- ◆ Transportation-efficient land use patterns that reduce vehicle miles traveled and promote a live/work balance.
- ◆ Targeting of realignment and widening to sections with above-average accident rates and to sections with high congestion rates.
- ◆ Prioritization of projects that enhance development of port properties and other designated industrial and commercial sites.
- ◆ Prioritization of projects that reduce automobile travel in urban areas through promotion of alternative transportation modes.
- ◆ Prioritization of projects that support increased recreation and tourism.
- ◆ Accommodation of increasing bicycle and pedestrian uses through bikeways along the entire corridor length, and, in urban areas, sidewalks on both sides of the highway and convenient and safe pedestrian crossings.

WHAT'S NEXT?

Formal endorsement (via resolutions in support) of the Interim Corridor Strategy has been requested from the cities, counties and regional governments within the corridor. Following that process, endorsement by the Oregon Transportation Commission (OTC) will be requested. Check with your local government if you wish to participate in the local endorsement process. Check with Michael Ray at ODOT, 731-8283, or Jim Owens at Cogan Owens Cogan, 225-1092, for further information on the OTC process.

OTHER TRANSPORTATION PLANNING/PROJECTS IN THE CORRIDOR

In addition to their participation in the development of the Portland-Astoria Corridor Plan, ODOT and local governments in the

corridor are engaged in a variety of transportation planning and improvement projects.

Metro, Portland, Scappoose, Rainier, Clatskanie and Astoria are either preparing or will shortly begin Transportation System Plans (TSPs), which are long-range plans that identify needed transportation system improvements and priorities. These TSPs will consider all modes of transportation, energy conservation, and reducing reliance on any one mode to meet transportation needs. St. Helens has completed an access management plan for that portion of Highway 30 within its urban growth boundary and is awaiting acknowledgement by the City Council and Columbia County Board of Commissioners. This plan identifies the number of driveways allowed to access Highway 30, the spacing requirements of all driveways and local street intersections, and the spacing of traffic signals.

Columbia City is also currently working on an access management plan.

Construction is slated to begin in December on expansion of Highway 30 between Warren and Columbia City. The environmental analysis has been completed and construction is to begin in summer, 1997 for the John Day Bridge-Fernhill improvement project, which consists primarily of the straightening of a number of curves in this section of Highway 30. The Astoria Bypass Environmental Impact Statement (EIS) is currently being prepared by ODOT to assess alternatives for and the impacts of a new Highway 30 alignment from the John Day Bridge due west to Highway 202 at Young's Bay. The environmental review process is scheduled for completion in July, 1996.

Other projects within the corridor include:

- ♦ Overlay on Hwy. 30 from St. John's Bridge to Cornelius Pass Road in 1997;
- ♦ Rockfall protection between Linnton and the Sauvie Island Bridge in 1996; and
- ♦ Redecking of the Lewis and Clark Bridge this year.

HOW TO GET MORE INFORMATION

For further information about this project, to provide comments, or to have names added or deleted from the project's mailing list, contact Michael Ray at ODOT, 503/731-8283, or Jim Owens, Cogan Owens Cogan, 503/225-1092.

Copies of the Interim Corridor Strategy are available upon request from Cogan Owens Cogan at 10 NW Tenth Avenue, Suite 600, Portland, OR 97209.

Oregon

DEPARTMENT OF
TRANSPORTATION

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR
MULTNOMAH COUNTY

In the Matter of Supporting the
Portland-Astoria Interim Corridor
Strategy

))
))
))
))
RESOLUTION
95-191

WHEREAS, THE STATE OF OREGON, acting by and through its Oregon Transportation Commission, has caused to be prepared and submitted to Multnomah County an Interim Strategy for the Portland-Astoria Corridor for a resolution of support,

WHEREAS, said document has been developed collaboratively with representatives of the cities and counties, including Multnomah County, within the Corridor and, regional, federal and state agencies with jurisdiction in the Corridor, and in consultation with key stakeholders and the public in the Corridor,

WHEREAS, said document proposes an interim strategy and objectives for the operation, preservation, and enhancement of all transportation modes and facilities within the Portland-Astoria Corridor; and

WHEREAS, the Interim Corridor Strategy objectives will guide development of 1) local and regional Transportation System Plans for the Corridor, 2) refinement plans for specific areas and issues in the Corridor, and 3) the development of a final Corridor Plan and Strategy for the Corridor,

WHEREAS, Multnomah County will develop its rural Transportation System Plan in accordance with the Highway Access Management Category 3 and Category 4 as defined in the Interim Corridor Strategy, including but not limited to, balancing the needs of the various corridor users, operations management using transportation demand management and transportation system management techniques, multi-modal freight strategies, and pipeline connections,

NOW THEREFORE BE IT RESOLVED, Multnomah County hereby supports the Portland-Astoria Interim Corridor Strategy and recommends its adoption by the OTC, and directs Multnomah County Transportation Division to develop a Transportation System Plan that will be in conformance with, and that implements and refines the Interim Corridor Strategy.

Adopted this 31st day of August, 1995.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: _____

Beverly Stein
Beverly Stein
Multnomah County Chair

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: _____

Laurence Kressel
Laurence Kressel

PORTLAND-ASTORIA CORRIDOR PLAN

INTERIM CORRIDOR STRATEGY

July 24, 1995

The attached Interim Corridor Strategy for the Portland-Astoria Corridor Plan replaces earlier drafts and represents a final version for purposes of endorsement by jurisdictions within the Corridor and by the Oregon Transportation Commission.

This Interim Corridor Strategy should be inserted as Chapter 7 in the Portland-Astoria Corridor Plan document.

CHAPTER 7

INTERIM CORRIDOR STRATEGY

A. Introduction

1. Corridor Strategy

This Interim Corridor Strategy proposes a long-term (20-year) program for the operation, preservation and enhancement of transportation facilities within the Portland-Astoria (U.S. Highway 30) Corridor. As a first step in the Corridor Planning process, *the purpose of the Corridor Strategy is to establish realistic performance objectives for transportation in the corridor and to make major transportation tradeoff decisions.* Objectives have been developed for all modes of transportation in the corridor based upon issues identified by local and regional governments in the Corridor, interest groups, and the general public. Objectives address the corridor as a whole, as well as major segments of the corridor, but do not address specific sites or transportation improvements. Site-specific decisions will be made during preparation of city and county Transportation System Plans (TSPs) and General Plans. This is intended to be an *Interim* Corridor Strategy, as it may be further refined during development of TSPs and General Plans.

Implementation of the Strategy will require actions and investments by a variety of parties, including ODOT, local and regional governments, and/or private parties. For example, Burlington Northern would have primary responsibility for implementation of strategies to expand rail service in the corridor. Assignments of responsibility will be developed during refinement of these objectives in city and county TSPs, then incorporated into the Corridor Plan.

The Portland-Astoria Interim Corridor Strategy builds on the strategies and policies found in the Oregon Transportation Plan (OTP) and the Oregon Highway Plan (OHP). Similarly, it incorporates the corridor-specific strategies and recommendations found in the 1990 U.S. 30 Access Oregon Highway Study (AOH) and the 1991 U.S. 30 Multimodal Study.

2. Development of the Corridor Strategy

This Interim Corridor Strategy has been developed over the last nine months with the active involvement of local and regional governments in the corridor, interest groups, statewide agency and stakeholder committees, and the general public. A draft Interim Corridor Strategy was developed by a Corridor Technical Advisory Group (CTAG), composed of representatives of ODOT and 19 regional and local governments with the Corridor, and circulated for broad agency, stakeholder and public review. The CTAG draft was then reviewed and approved, with some revisions, by a Corridor Steering Committee (CSC), consisting of elected officials or other representatives from the affected jurisdictions represented on the CTAG. Formal endorsement of the Interim Corridor Strategy by the

affected jurisdictions and the Oregon Transportation Commission is expected to be completed in summer, 1995.

Key steps in the development of this Strategy include:

- Stakeholder surveys

A survey of 200 stakeholders and other interested parties in the Portland-Astoria Corridor was conducted by ODOT beginning in September, 1994. The primary purpose of the survey was to identify issues and needs to be addressed in the corridor planning process.

- Local government briefings

Local and regional governments within the corridor were briefed on the corridor planning process and asked to designate representatives to serve on technical and policy review committees.

- Technical committees

Two technical committees were created to identify preliminary issues, opportunities and constraints; develop draft corridor objectives for public review; and advise on the planning process. These included an Internal Review Team (IRT), composed of ODOT regional and district planners and engineers, and the Corridor Technical Advisory Group (CTAG), previously described. The CTAG is the primary author of recommended objectives.

- Policy Committee

This Interim Corridor Strategy was finalized and approved by a Corridor Steering Committee (CSC) composed of elected officials or appointed representatives from each of the local and regional jurisdictions in the Corridor.

- Corridor newsletter

A January, 1995 newsletter was distributed to more than 2,500 individuals and organizations within the corridor. The newsletter provided information on the corridor planning process, announced open houses and other public involvement strategies, and solicited input on significant issues and priorities to maintain or improve transportation services in the corridor.

- Open houses

Open houses were conducted at six locations in the corridor in January and February, 1995 to provide information on the planning process and to solicit input on issues, needed improvements to the transportation system, and priorities.

- Stakeholder Outreach

Input was also solicited through direct mailings to key stakeholders, including transportation service providers and interest groups, on a Preliminary Draft Interim Corridor Strategy.

3. Assumptions

The Interim Corridor Strategy assumes implementation of several near-term projects within the corridor that have been previously approved for construction, as well as standard levels of roadway maintenance and repair. Specific capital improvements that are assumed include:

- Widening of Highway 30 to five lanes between Warren and the northern city limits of Columbia City.
- Realignment of Highway 30 between Fernhill Road and the John Day River Bridge.

All transportation projects are assumed to meet federal and state standards, including applicable Americans with Disabilities Act requirements. In addition, any highway improvements will meet federal, state and local standards for construction of new highways.

B. Role/Functions

The Portland-Astoria Corridor is a major route connecting the Portland metropolitan area with the northern Oregon and southern Washington coasts and providing access to communities along the lower Columbia River. It is an important recreational, commuter and commercial traffic corridor and one of the most multi-modal corridors in the state, with active truck freight, rail, air and water transport services. Often referred to as the Lower Columbia River Corridor, it extends from the intersection with I-405 in Portland to the intersection with U.S. Highway 101 in Astoria.

U.S. Highway 30, formerly the Lincoln Highway, is the oldest, most historic and most populated route between Portland and the Coast. The highway serves as the "Main Street" for a number of cities along the lower Columbia River -- Scappoose, St. Helens, Columbia City, Prescott, Rainier, Clatskanie, and Astoria. It also serves the Ports of Portland, Astoria and St. Helens with rail and highway connections on the Oregon side of the Columbia River and the Ports of Longview, Kalama and Vancouver on the Washington side of the river.

Highway 30 is a designated bike route on the Oregon Statewide bike route system, and accommodates substantial bicycle traffic, particularly during summer months. It is also designated as both an Access Oregon Highway and a State Scenic Highway.

The function of the corridor varies in different segments:

- ◆ Near Portland, U.S. 30 handles a high amount of commuter and commercial traffic as it provides access to downtown Portland and the interstate highway system in the metro area. It also provides direct access to the Port of Portland and the industrial area in northwest Portland.
- ◆ Between St. Helens and downtown Portland, U.S. 30 is an important commuter route.
- ◆ West of St. Helens, U.S. 30 assumes more of a rural roadway function, serving trips from outlying areas to the towns and cities in this section, as well as recreational and commercial through-traffic. This section also serves substantial truck traffic due to several lumber mills along the route.
- ◆ Between Rainier and Portland, U.S. 30 competes with I-5 in Washington as a travel corridor, with the connection between these highways through Longview, Washington via the Columbia River bridge at Rainier. While U.S. 30 in general is an attractive route between Portland and the coast, I-5 provides a quicker alternative route between Portland and Rainier.
- ◆ West of Rainier, U.S. 30 is a more attractive route to the coast than State Route 4 in Washington (which parallels U.S. 30 on the north side of the Columbia River) because of better alignment.

C. Key Themes

A wide variety of objectives have been developed to address various aspects of the corridor's transportation system. The following identify the key themes reflected in this Strategy:

- Allocation of state resources to highway projects according to the following priorities:
 - (1) Maintenance of the existing facility to ensure that it remains safe and functional, e.g. fixing potholes;
 - (2) Preservation of the roadway by investing in roadbed and pavement reconstruction as needed to minimize maintenance costs; and
 - (3) Safety and capacity improvements.
- No additional expansion in highway capacity from Columbia City to Portland, except for transportation system management (TSM) improvements such as turning lanes and signal improvements.
- No major expansions in highway capacity from Columbia City to Astoria, except for truck climbing/passing lanes, and turning lanes and through lanes in congested urban areas.

- A stronger I-5/Highway 30 connection to provide a high-speed through-route between the western portion of the corridor and Portland.
- Reconstruction or construction of a new river crossing at Longview/Rainier and/or alternative bridge locations, if legislation is enacted enabling public-private toll facilities.
- Minimizing additional long-haul truck use of Highway 30 by promoting increased bulk freight movement by rail and water.
- Deepening of the Lower Columbia River navigation channel to accommodate deep draft ships.
- Construction of the Astoria Bypass, defining a new route for U.S. 30 from the John Day Bridge area to U.S. 101.
- Reliance upon local access management and circulation plans to relieve localized congestion problems, to facilitate local trips crossing Highway 30 safely without unduly interfering with through-traffic, to reduce the need for Highway 30 improvements, and to meet other local transportation system needs.
- Application of the most restrictive access management standards (regulating the number, spacing, type, opportunities for left turns and location of driveways, intersections and traffic signals) for both local arterials and U.S. 30, consistent with existing or planned adjacent land uses.
- Transportation-efficient land use patterns that reduce vehicle miles traveled and promote a live/work balance.
- Targeting of realignment and widening to sections with above-average accident rates and to sections with high congestion rates.
- Prioritization of projects that enhance development of port properties and other designated industrial and commercial sites.
- Prioritization of projects that reduce automobile travel in urban areas through promotion of alternative transportation modes.
- Prioritization of projects that support increased recreation and tourism.
- Accommodation of increasing bicycle and pedestrian uses through bikeways along the entire corridor length, and, in urban areas, sidewalks on both sides of the highway and convenient and safe pedestrian crossings.

D. Transportation System Objectives

The following objectives are organized to respond to categories of policies and objectives in the OTP.

A. TRANSPORTATION BALANCE

The OTP establishes state policy to provide a balanced transportation system. A balanced transportation system is one *"that provides transportation options at appropriate minimum service standards, reduces reliance on the single-occupant automobile where other modes or choices can be made available, particularly in urban areas, and takes advantage of inherent efficiencies of each mode."*

Autos

In concert with improving systems and facilities that accommodate alternative modes of travel (e.g. rail, bike, pedestrian), the Oregon Highway Plan (OHP) indicates that Oregon must commit to protecting and improving its highway system or risk losing its economic base and potential economic expansion. As a statewide highway, the management objective for U.S. 30 as stated in the OHP is *"to provide for safe and efficient high-speed continuous flow operation in rural areas and moderate to high-speed operations of flow in urban and urbanizing areas."* Modal balance and transportation system efficiency are to be achieved, in part, through efforts to reduce reliance on the single-occupant vehicle. The Oregon Transportation Planning Rule (TPR) mandates reductions in per capita automobile travel in the larger urban areas of the state, including Portland. The Oregon Transportation Plan (OTP) discourages highway capacity improvements which primarily serve commuters from outside of urban growth boundaries.

- A.1 Provide no additional expansion in highway capacity from Columbia City to Portland, except for transportation system management (TSM) improvements such as turning lanes.
- A.2 Provide no major expansions in highway capacity from Columbia City to Astoria, except for passing lanes, turning lanes and through lanes in congested urban areas.
- A.3 In lieu of capacity expansions, emphasize transportation demand management (TDM) techniques, especially the promotion of alternative modes; pricing mechanisms; and land use patterns which encourage alternatives to single occupant vehicles.

Air Service

Commercial air passenger service was recently started between Portland and Astoria with four daily round trips. This exceeds the minimum level of three daily round-trips identified in the OTP.

- A.4 Encourage private airport shuttle service to the Astoria Regional Airport to improve airport access and usage.
- A.5 Investigate use of the Scappoose Industrial Airpark to accommodate increased regional demands.

Bicycles

According to the Oregon Bicycle and Pedestrian Plan, state highways are to be improved to safely accommodate bicycle travel. The OTP calls for integrating statewide and regional bicycle systems with other transportation systems in urban and rural areas to accommodate commuting and other trips by bicycle. The TPR mandates the provision of safe, convenient, and adequate facilities that meet the travel needs of bicyclists and pedestrians.

- A.6 Provide bicycle lanes in urban areas and, at a minimum, provide five-foot shoulders to accommodate bicycle use along the entire corridor length.
- A.7 Provide connections to local bicycle and (hiking) systems where feasible.
- A.8 Provide bicycle crossings across Highway 30 where appropriate and feasible.
- A.9 Improve bicycle access to the St. John's and Longview Bridges.
- A.10 Incorporate adequate bikeways into the Astoria Bypass and Fern Hill-John Day River Bridge project and enhance bicycle access into Astoria along the existing Highway 30 corridor.
- A.11 Develop abandoned railroad corridors, e.g. the BN alignment over Cornelius Pass and the alignment from Tongue Point west to Smith Point in Astoria, into bike/pedestrian corridors.
- A.12 Where feasible, develop remaining sections of the Old Highway 30 alignment into bicycle routes.

Pedestrians

Minimizing barriers to safe and convenient pedestrian crossings is a goal of the OTP, while providing pedestrian facilities that allow direct, hazard-free travel (such as sidewalks in urban areas) is required by the TPR.

- A.13 In urban areas, at a minimum, provide six-foot sidewalks on both sides of the highway and convenient and safe pedestrian crossings.

Urban Transit/Intercity Transit

The OTP calls for commuter transit service between Portland and St. Helens, at least two daily round-trip intercity bus trips between Astoria and Portland, and linking local elderly and disadvantaged transit services to intercity bus service. The U.S. 30 Multimodal Study concluded that passenger rail in the corridor is not feasible at this time, in part due to insufficient population densities.

- A.14 Investigate contracted transit services to serve increasing numbers of commuters between St. Helens and Portland.
- A.15 Investigate expansion of Kelso-Longview transit service into St. Helens/Rainier.
- A.16 Ensure ongoing intercity bus service between Astoria and Portland.
- A.17 Encourage vanpooling to large employment centers.
- A.18 Develop "Park and Ride" and "Park and Pool" lots.
- A.19 Manage the rail line to preserve future opportunities for rail service, particularly self-propelled passenger rail. Through Transportation System Plans and the Corridor General Plan, identify the conditions that would warrant future investigation of the feasibility of passenger rail services.

Rail Service

A Burlington Northern (BN) branch line connects the cities of Astoria, Clatskanie, Rainier, Columbia City, St. Helens and Scappoose with the BN mainline in Portland. The OTP calls for the Lower Columbia River ports to have multimodal connections, and have access to rail freight service. The OTP includes a rail/truck intermodal facility at Astoria (Tongue Point), as demand warrants.

- A.20 Upgrade railroad crossings in conjunction with other roadway improvements.
- A.21 Make infrastructure improvements (railroad, streets, utilities, etc.) to enhance the investment climate for rail users.
- A.22 Maintain active rail service to Tongue Point.
- A.23 Develop rail/truck/marine intermodal, including reload, facilities at Tongue Point, Rainier, Columbia City, Port Westward, and other developed sites.
- A.24 Develop a consortium of railroad shippers and target industrial recruitment on rail shippers. Encourage coordinated marketing between BN and the ports.
- A.25 Develop excursion/tourism uses of the railroad.

Truck Freight

The OTP calls for open and competitive connections between deep draft ports and trucking lines, and level of service (LOS) C or better on state highways for off-peak period truck movements.

- A.26 Minimize additional long-haul truck use of Highway 30 by promoting increased bulk freight movement by rail and water.
- A.27 Promote use of I-5 and the Astoria Bypass as truck routes.
- A.28 Construct truck climbing/passing lanes in the corridor's western portion.
- A.29 Improve truck access to industrial sites, including turn and acceleration/deceleration lanes where appropriate.
- A.30 Design local street systems to separate local truck traffic from through traffic.

Water

The Ports of Portland, Astoria and St. Helens are deep draft ports with rail and highway connections on the Oregon side of the Columbia River. The Ports of Longview, Kalama and Vancouver are deep draft ports on the Washington side of the Columbia River. Except for bulk commodities, it is assumed that Columbia River water transport will continue to be primarily international, national and regional, rather than local, in nature.

- A.31 Support the proposed deepening of the Lower Columbia River navigation channel from 40 to 43 feet to accommodate deep draft ships, as currently being studied by the U.S. Army Corps of Engineers.
- A.32 Improve access to port properties to take advantage of significant expansion opportunities.
- A.33 Maintain ferry service between Cathlamet/Westport.
- A.34 Investigate commercial ferry service between Astoria/Longview and St. Helens/Portland.

Pipelines

The OTP calls for the provision of a natural gas pipeline to Astoria by the year 2012. Pipelines can be constructed by permit in ODOT rights-of-way. However, pipeline companies generally prefer to use more direct alignments for their trunk line facilities.

- A.35 To the extent feasible, utilize pipeline rights-of-way as bicycle and pedestrian pathways and wildlife corridors.

Telecommunications

Telecommunication is identified by the OTP as a transportation demand management (TDM) technique that reduces auto usage. Telecommunication is expected to play an increasingly important role in linking individuals and communities in the corridor.

- A.36 Promote telecommunication technologies and programs that reduce vehicle miles traveled.
- A.37 Coordinate the installation of fiber optics with highway improvements.

B. REGIONAL CONNECTIVITY

The OTP establishes state policy *"to provide a transportation system with connectivity among modes within and between urban areas, with ease of transfer among modes and between local and state transportation systems."* (Note: A number of regional connectivity strategies are included under other sections, particularly Section A, and are not repeated here.)

Interconnected, Cooperative Transportation Roles Among Corridor Communities

Each community along the corridor is unique, with issues and concerns that reflect the needs of local citizens and businesses. However, U.S. 30 acts as a common lifeline, and actions taken by one community may affect others. In addition, decisions made about the future role of U.S. 30 may affect other transportation facilities.

Increased traffic on the Longview/Rainier (Lewis & Clark) Bridge is anticipated with continued regional growth and increased use of I-5 as an alternative route between Portland and Rainier. The existing structure is believed to be functionally obsolete and Oregon and Washington are currently discussing options, including public/private partnerships to rebuild and operate the bridge.

- B.1 Encourage use of I-5 as an alternate route to avoid congestion in the segment from Columbia City to Portland.
- B.2 Construct the Astoria Bypass, defining a new route for U.S. 30 from the John Day Bridge area to the Oregon Coast Highway (U.S. 101).
- B.3 Analyze the effects of construction of the Astoria Bypass on the use of Business Highway 101 and identify needed improvements, access management, and other traffic mitigation measures.
- B.4 Reconstruct or construct a new Longview/Rainier river crossing. If legislation is enacted enabling public-private toll facilities, examine alternative bridge locations, including the existing alignment; crossings in other locations such as Goble/Kalama and Columbia City/Woodland; and alternatives to bridges, e.g. tunnels.
- B.5 With reconstruction or construction of a new Longview/Rainier river crossing, investigate the feasibility of connecting BN branch lines in Longview and Rainier.
- B.6 Continue to work with the State of Washington to improve access management on SR 432 and SR 433.
- B.7 Continue to work with the State of Washington to improve signage connecting Highway 30 and I-5.
- B.8 Assess future travel demand and uses for Cornelius Pass Road and identify needed improvements and alternative connections between Highway 30 and 26.
- B.9 Improve signalization to facilitate movement through urban areas.

Connections Between Places: Appropriate Travel Times

The OHP establishes a management directive for U.S. 30 "to provide for safe and efficient high-speed continuous flow operation in rural areas and moderate to high-speed operations of flow in urban and urbanizing areas." Astoria-Portland travel times are currently about 145 minutes for autos and 191 minutes for trucks. They are predicted to degrade to 164 and 206 minutes by the year 2016 based on continuation of current growth trends and assuming no major improvements or changes in maintenance and operation practices.

- B.10 In lieu of major capacity expansions, strive to maintain existing travel times for both autos and freight through high levels of facility management (acceleration/deceleration lanes, turn refuges, coordinated signals, and access management).
- B.11 In urban areas, establish travel times compatible with the promotion of compact, pedestrian friendly "Main Streets".
- B.12 Construct more passing and truck climbing lanes from Columbia City to the Astoria Bypass.
- B.13 Provide a better network of local streets (alternate routes) in urban and developed rural areas.

C. HIGHWAY CONGESTION

The OHP calls for providing Level of Service (LOS) B or better in rural areas, LOS D or better in the Portland and Rainier areas, LOS C or better in other urban areas. LOS is a qualitative measure of highway operations, graded on a scale from A to F. LOS A represents free flow traffic movements with no delays while LOS F represents congested, stop and go conditions with significant delays. ODOT statistics indicate that 19% of the corridor is currently highly congested and 55% moderately congested. Without improvements, the forecast for 2016 is that 45% of the corridor will be highly congested and 37% will be moderately congested.

Facility Management

Facility management helps avoid premature obsolescence of highways and related transportation facilities by accommodating growth and increased traffic with and without capital-intensive improvements. One of the most important facility management techniques to preserve the function of the highway is access management, which includes regulating the number, spacing, type, and location of driveways, intersections and traffic signals. The OHP establishes six access management categories, ranging from full access control (freeways) to partial control (for regional or district highways). Other facility management techniques include enhanced utilization of parallel local streets, reconfigured land use patterns, and transportation demand management (TDM) strategies such as rideshare, park-and-ride and telecommuting.

- C.1 Adopt the highest applicable (most restrictive) access management categories for both local arterials and U.S. 30, consistent with existing or planned adjacent land uses. As interim standards until local TSPs are completed, adopt the access management categories in Attachment A.
- C.2 Develop consistent access management plans within and between urban areas.
- C.3 Establish consistent policy on raised medians in congested areas.
- C.4 Utilize LOS levels established in the OTP as goals, recognizing that they may not be achievable in all segments.

Congestion in Urbanized Areas

- C.5 Develop local access management and circulation plans to relieve localized congestion problems, to facilitate local trips crossing Highway 30 safely without unduly interfering with through traffic, and to meet other local transportation system needs.
- C.6 Improve local street systems to reduce the need for Highway 30 improvements.
- C.7 Improve traffic signalization in urban areas to improve safety and livability.

Congestion in Rural Areas

The Access Oregon Highway (AOH) Study calls for one mile passing lanes at a spacing of no more than five miles, as needed to meet operating speed goals within rural segments of the corridor.

- C.8 Preserve rural sections as rural, particularly in the Portland-to-Rainier segment, through access management and land use controls.
- C.9 Provide passing and truck climbing lanes in key locations from Columbia City to the Astoria Bypass.

D. ROADWAY CONDITIONS

Roadway Geometry

The AOH Study calls for providing minimum travel lane widths of twelve feet, and minimum paved shoulders of six feet. Approximately 28% of the highway currently does not meet that standard. There are also several segments of highway with substandard vertical and horizontal curves, resulting in delays due to slow moving vehicles and reduced safety in those segments.

- D.1 Target realignment and widening to sections with above average accident rates and to sections with high congestion rates where there is a favorable cost/benefit ratio.
- D.2 Investigate the need to reconstruct the Maggie Johnson Road overpass over Highway 30 (near M.P. 31) to eliminate over-height load detours.
- D.3 In the short term, target pavement of substandard shoulders to "easy fix"/low cost areas.
- D.4 Widen bridges at Big Creek, Gnat Creek, and Goble Creek.

Roadway Condition

The AOH Study calls for improving and maintaining pavement surface to good or better condition. Only 48% of the highway currently meets that standard.

- D.5 Maintain roadway surface conditions at 90% fair/better by the year 2010.
- D.6 Address drainage problems where they affect the function and condition of the roadway.

E. SAFETY

In 1992, the number of high accident locations per mile for the U.S. 30 corridor was higher than the statewide average, while the overall accident rate per million vehicle miles of travel was slightly lower than the statewide average.

- E.1 Target resources to reduce accident potential in the top 10% of accident locations within the corridor.
- E.2 Improve lighting at key locations along the corridor and maintain delineation (e.g. fog lines, reflector buttons) to be highly visible.
- E.3 Investigate the need for additional safety rest facilities and emergency telephones.
- E.4 Install guard rails where needed to meet highway safety standards.
- E.5 Install rural railroad track crossing protection where needed to meet safety standards.
- E.6 Provide adequate turn lanes near congested railroad crossings to prevent highway backups.
- E.7 Consider realignment or other improvements of intersections with limited sight distances.
- E.8 Widen the shoulders at the base of Rainier Hill to provide adequate truck chain-up area.
- E.9 Target additional law enforcement to entrances/exits of urban areas and to base of Rainier Hill (eastbound)
- E.10 Expand speed limit enforcement, e.g. install mobile digital speed indicators at mid-point of Rainier Hill eastbound (southbound) and between Portland and Scappoose.
- E.11 Review and modify if needed, the current hazardous materials response program. Identify potentially unsafe locations (e.g. access/egress points to industrial sites) and develop necessary improvements to accommodate customary freight transport needs.
- E.12 Investigate additional safety improvements to Cornelius Pass Road.
- E.13 Re-open weigh stations and install weigh-in motion detectors to address trucks using Longview-Rainier Bridge and U.S. 30 to avoid weigh stations on I-5 north of Vancouver.
- E.14 Install weather condition monitoring devices at strategic locations in the corridor.

F. ENVIRONMENTAL AND ENERGY IMPACTS

Scenic Resources

The OTP requires the protection and enhancement of scenic resources in the corridor *"to support economic development and preserve quality of life."* Impacts to views to and from the highway corridor must be considered with any proposed improvements.

- F.1 Improve directional signing for existing attractions, including Old Highway 30 and other historic resources.
- F.2 Identify and construct additional roadside turnoffs at scenic viewpoints.
- F.3 Utilize vegetation management measures to create and protect scenic vistas, e.g. scenic buffers for timber harvests, and to replace or mitigate for vegetation lost to transportation system projects.
- F.4 Remove scenic intrusions such as billboards. Investigate alternatives to billboards, e.g. Oregon Tourism Alliance travel information program.
- F.5 Pursue federal designation as a Scenic Byway (e.g. Highway 101 and Hwy. 26) and establish official Lewis & Clark Trail signage along the route.
- F.6 Establish an Astoria-Megler Bridge viewpoint, with appropriate signing.

Natural Resources

The OTP states that: *"It is the policy of the State of Oregon to provide a transportation system that is environmentally responsible and encourages conservation of natural resources." The design, construction and operation of the transportation system should "positively affect both the natural and built environment ... where adverse effects can not be avoided, minimize or mitigate their affect on the environment."*

- F.7 Avoid transportation system improvement impacts to the most sensitive natural areas, e.g. large wetlands near John Day County Park, Trojan Park and Prescott Beach County Park.
- F.8 To achieve state and federal air quality standards, institute measures to reduce vehicle-miles-traveled (VMT) and congestion, particularly within the Portland airshed portion of the corridor.
- F.9 Design roadway improvements and new facilities to minimize surface runoff pollutants.
- F.10 Minimize impacts from the transportation system, particularly local roads connecting to Highway 30, on wildlife migration routes.

Energy Impacts

The OTP mandates minimizing transportation-related energy consumption through the use of fuel-efficient modes of travel, improving vehicle efficiencies, and through the design, construction, and operation of transportation facilities. Energy consumption would be

reduced by implementation of many of the proposed strategies in this document, particularly those related to alternative transportation modes.

G. SOCIAL AND LAND USE IMPACTS

The OTP establishes state policy: *"To develop a multimodal transportation system that provides access to the entire state, supports acknowledged comprehensive land use plans, is sensitive to regional differences, and supports livability in urban and rural areas."*

Protection of Community Resources

Protection of sensitive cultural (historic and archaeological) resources and effects on community livability must be considered with any proposed improvements to the transportation system.

- G.1 Design transportation system improvements to preserve the livability of the communities within the corridor and to avoid, minimize or eliminate impacts to sensitive cultural resources and other community resources.
- G.2 Preserve those sections of Old Highway 30 with historic values.
- G.3 Consult with the Tribes and local governments concerning the presence of significant cultural resources/uses.

Foreseeable Development Actions Affecting the Functioning of the Corridor

City and county comprehensive plans and Metro's Region 2040 Plan have identified areas for future growth. Review of these plans indicates that there is significant vacant developable land within the corridor, particularly between Scappoose and Rainier.

- G.4 Encourage transportation-efficient land use patterns that reduce vehicle miles traveled and promote a live/work balance, e.g. clustered development, mixed uses, maximum parking ratios, and circulation systems that reduce out-of-direction travel.
- G.5 Plan for continued growth by constructing alternative local transportation routes.
- G.6 Utilize access management to limit the impacts of new development on highway congestion.
- G.7 Establish standards for building setbacks adjacent to state rights-of-way.
- G.8 Take advantage of the multi-modal capabilities/capacities of the corridor to promote development that is not solely auto/truck dependent.
- G.9 As identified in Metro's Region 2040 Growth Concept, work with Metro, Multnomah and Columbia Counties, and the City of Scappoose to identify appropriate "green corridor" planning and transportation strategies to preserve natural areas between the Metro boundary and Scappoose.

H. ECONOMIC IMPACTS

Economic Development

The OTP promotes: *"the expansion and diversity of Oregon's economy through the efficient and effective movement of goods, services, and passengers in a safe, energy-efficient and environmentally sound manner."* The U.S. 30 Multimodal Study evaluated the role that each transportation facility plays in the economic development of the corridor, and found that barge, rail, and highway transportation facilities were generally supportive of economic growth. However, the need for a deep draft navigation channel, and "underdeveloped" rail, highway, port, and air facilities were listed as potential constraints to growth. The study concluded that about \$200 million in highway, rail, and port improvements would be needed to support economic growth in the corridor.

- H.1 Grant high priority to projects that enhance development of existing industrial and commercial sites.
- H.2 Enhance access to existing industrial sites, e.g. Tongue Point and Cottonwood Island.

Recreation Opportunities

One of the primary uses of the Highway 30 corridor is recreation travel. The importance of recreation, particularly tourism, to economic development in the corridor is illustrated in the designation of tourism as the Regional Economic Strategy for Northwest Oregon.

- H.3. Create a gateway to Oregon, including a visitor center, at the Highway 101/202 intersection, the ODOT District 1 office near the Astoria-Megler Bridge entrance, or the existing Astoria Chamber of Commerce visitor center.
- H.4 Promote a stronger I-5/Highway 30 connection to encourage additional tourism.
- H.5 Improve access to recreational sites, including river access and expand the recreational services offered, e.g. windsurfing rentals at Jones Beach and additional public boat ramps and parking.
- H.6 Improve recreation/tourist-oriented directional signing.
- H.7 Investigate sites for visitor information centers, e.g. Longview Bridge, Trojan.
- H.8 With railbanking of the Astoria segment of the BN line, develop a riverfront promenade, trolley or other tourist facilities.
- H.9 With development of the Astoria bypass, encourage tourist access to downtown Astoria.
- H.10 Promote river excursions between Portland and Astoria and Astoria as a cruise ship port-of-call.
- H.11 Expand the Columbia River Heritage Canoe Trail from Portland to Astoria (currently extends from Clatskanie to the John Day Channel near Fern Hill).
- H.12 Develop additional educational opportunities for interpretation and field studies connected to the Lewis & Clark Expedition down the Lower Columbia River.

I. MISCELLANEOUS

- I.1** Maintain a corridor-wide advisory group to assist ODOT in prioritizing transportation projects, review Transportation System Plans for conformance with the Corridor Strategy, and assist in preparing and updating the Corridor Plan, as needed.

chap7714

TABLE 1 HIGHWAY ACCESS MANAGEMENT CATEGORIES

Category 1:

These highway segments provide for efficient and safe high speed and high volume traffic movements, on interstate, interregional, intercity, and some intracity routes in the largest urbanized areas. The segments do not provide direct land access. Access control and other methods will be used on nearby cross streets in the area of interchanges to protect the operation of those interchanges. This category will apply to all interstate highways and other highways that function like freeways.

Category 2:

These highway segments provide for efficient and safe high speed and high volume traffic movements, on interstate, interregional, intercity and longer distance intracity routes. They should not provide direct land access. This category is distinguished by highly controlled connections, and medians. Traffic signals should be avoided and where they must be installed, their effect on mainline traffic flow should be minimized. Grade separations should be considered for high volume cross streets or other cases where signals are not appropriate. Some category 2 facilities may be developed into category 1 facilities over time. This category includes many of the statewide facilities.

Category 3:

These highway segments provide for efficient and safe medium to high speed and medium to high volume traffic movements, on interregional, intercity and longer distance intracity routes. The segments are appropriate for areas which have some dependence on the highway to serve land access and

where financial and social costs of attaining full access control would substantially exceed benefits. This category includes some of the statewide facilities.

Category 4:

These highway segments provide for efficient and safe medium to high speed and medium to high volume traffic movements, on higher function interregional and intercity highway segments. They also may carry significant volumes of longer distance intracity trips. They are appropriate for routes passing through areas which have moderate dependence on the highway to serve land access and where the financial and social costs of attaining full access control would substantially exceed benefits. This category includes a small part of the statewide facilities and most regional facilities.

Category 5:

These highway segments provide for efficient and safe medium speed and medium to high-volume traffic movements, on intercity, intracity and intercommunity routes. There is a reasonable balance between direct access and mobility needs within this category.

Category 6:

These highway segments provide for efficient and safe slower to medium speed and low to high-volume traffic movements, on intracity and intercommunity routes. This category will be assigned only where there is little value in providing for high speed travel. Providing for reasonable and safe access to abutting property is a major purpose of this access category.

ODOT Interim Access Management Catagories

Lower Columbia River Highway - US 30 (092)

5/24/95

MILEPOINT	Description	Urban/ Rural	Interim Access Management Category	Lanes	3-Color Traffic Signal	1992 ADT (All Vehicles)	Notes:
0.95	BEGIN CORRIDOR	U	2	2			
1.45		U	2	4			
1.48		U	2	3			
1.83	NW York St	U	2	4			
1.96		U	2	3			
1.97		U	2	5			
1.99	NW 23rd	U	2	4			
2.05	NW Suffolk St	U	2	4			
2.09	NW Brewer St	U	2	4			
0.00	Interchange	U	2	4			
0.87 (southbound)		U	2	2			
1.36 (southbound)		U	2	4			
1.54 (southbound)		U	2	2			
1.79 (southbound)		U	2	3			
1.93 (southbound)		U	2	2			
1.96 (southbound)	NW Nicolai St.	U	2	2	X	33,000	
2.25	street to Front Ave	U	2	4	X		
2.42		U	2	4		28,000	
2.67	NW 29th Ave	U	2	4	X	31,000	
2.73	NW 30th	U	3	4			
3.12	NW 35th Ave	U	3	4	X	30,000	
3.92	NW Kittridge Ave	U	3	4	X	24,000	
4.70	NW 55th	U	4	4			
6.00		U	3	4			
6.23	road	U	3	4	X		
6.41	NW Bridge Ave	U	3	4	X		
7.32	NW Bridge Ave	U	3	4	X		
8.15	NW 105th Ave	U	4	4	X		
8.30	NW 107th Ave	U	4	4	X		
8.81	road	U	3	4			
9.66	Portland city limits	U	3	4		17,000	
9.98	Portland UBG	R	3	4			
10.83	road to Sauvies Is Br	R	3	4	X		
12.45	3rd St	R	4	4			
13.22	Cornelius Pass Rd	R	4	4	X		
13.50	west of Cornelius Pass Road	R	3	4			

ODOT Interim Access Management Categories

Lower Columbia River Highway - US 30 (092)

5/24/95

MILEPOINT	Description	Urban/ Rural	Interim Access Management Category	Lanes	3-Color Traffic Signal	1992 ADT (All Vehicles)	Notes:	
39.91	Jaquish Rd	R	3	2		6,000		
40.80	Neer Rd	R	3	2		6,800		
42.21	Trojan plant	R	3	3				
42.80		R	3	2				
43.12	Graham Rd	R	3	2		6,800		
45.88	Rainier city limits and UGB	U	3	2		8,200		
46.70		U	4	2				
46.91	2nd St East	U	4	2		8,500		
46.97	1st St	U	4	2	X	9,300		
47.20	4th St	U	3	2				
47.27	5th St	U	3	2		10,000		
47.34	6th St	U	3	4				
48.13	Mill St	U	3	4		11,000		
48.38	Rockcrest St	U	3	4	X	13,000		
48.51		U	3	2				
48.75	Rainier city limits	U	3	2				
50.16		U	3	3				
APPROX 50.26	Rainier UGB	R	3	3				
50.30	Wonderly Rd	R	3	3		9,700		
50.88		R	3	2				
55.56		R	3	3				
60.62	Clatskanie city limits and UGB	U	3	3		8,500		
60.82	Swedetown St	U	3	3				
60.83		U	3	2				
61.21	Clatskanie River	U	4	2				
61.22		U	4	4				
61.47	Nehalem St	U	4	4	X	9,700		
61.70	OR Hwy 47	U	3	2		9,700		
62.24	Clatskanie city limits	U	3	2		6,500		
63.00	Clatskanie UGB	R	3	2				
65.99	Marshland District Rd	R	3	2		7,100		
69.95	Clatsop County Line END ODOT REGION 1	R	3	2		6,600		
(Region 2 has not developed Interim Access Management Categories – For Discussion Only)								
72.86		R	3	3				
74.90	Clatsop Crest Summit	R	3	4				

MEETING DATE: AUG 31 1995

AGENDA NO: R-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution and Order Vacating a portion of SW Radcliffe Court

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 17, 1995

Amount of Time Needed: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst TELEPHONE #: 348-3599

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

In response to a petition of 100% of the abutting property owners, an investigation was performed by the county engineer regarding the vacation of a portion of SW Radcliffe Court. The investigation findings have shown that vacation of the portion of SW Radcliffe Court situated in Multnomah County, 28.78 feet, more or less, north of SW Radcliffe Road, is in the best interest of the public.

9/1/95 CERTIFIED TRUE COPY TO DEED RECORDS FOR
RECORDING & SIGNATURES REQUIRED: Return to
JOHN DORST. Copies to

ELECTED OFFICIAL: John Dorst.

OR

DEPARTMENT MANAGER: [Signature] 8-2-95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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




MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  John Dorst/Larry Nicholas

TODAY'S DATE: July 10, 1995

REQUESTED PLACEMENT DATE:

RE: Resolution and Order to Vacate a Portion of SW Radcliffe Court

I. Recommendation/Action Requested:

Request approval of the Resolution to vacate SW Radcliffe Court, situated 28.78 feet, more or less, north of SW Radcliffe Road.

II. Background/Analysis:

100% of the abutting property owners have petitioned to vacate this portion of public right-of-way. Multnomah County has received the prescribed \$300.00 fee. The county engineer has investigated the request and recommends approval of the Resolution and Orders. Please see the attached Engineer's Report for more particular detail.

III. Financial Impact:

This Resolution poses no identified fiscal impact. Although vacation will return property to the tax rolls, the taxable amount has not yet been determined.

IV. Legal Issues:

The Office of Multnomah County Counsel has reviewed and approved this Resolution and Order, and finds the vacation process to be in accordance with ORS 368.326 to 368.366.

V. Controversial Issues:

There are no controversial issues involved with this request.

VI. Link to Current County Policies:

Multnomah County has an interest in responding to public request for the improvement of our transportation system.

VII. Citizen Participation:

A petition of 100% of the abutting property owners initiated this vacation process.


VIII. Other Government Participation:

The City of Portland has submitted written evidence showing no objection to the vacation request.



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Betsy Williams

FROM: Larry F. Nicholas 

DATE: July 10, 1995

SUBJECT: County Engineer's Report/Road Vacation/SW Radcliffe Court

ISSUE:

Vacation of a portion of SW Radcliffe Court, situated in the southeast one-quarter of Section 27, T1S, R3E, W.M., from a point 28.78 feet, more or less, north of SW Radcliffe Road, northerly a distance of 246.09 feet, more or less.

BACKGROUND:

The subject property is the west half of SW Radcliffe Court, being Multnomah County public right-of-way. The petitioners are the owners of the abutting property and appear to be the underlying title holders of the subject property. Multnomah County holds the easement for road purposes that this vacation proceeding intends to remove. The Portland city limit is the centerline of SW Radcliffe.

The east half of SW Radcliffe Court is entirely under the jurisdiction of the City of Portland. The easterly portion of the road abuts property held by Lewis and Clark College, and is encumbered by an easement for road purposes held by the City of Portland. The subject property was dedicated in 1910 but was not built or used as a road.

FACTS AND FINDINGS:

100% of the abutting property owners have petitioned to vacate this unused public right-of way, and intend to seek vacation of the west half from the City of Portland. Topographical constraints prevent Multnomah County's interest in pursuing the building of a road within this right-of-way. A structure has been built on Tax Lot 11 that infringes upon the public right-of way of Radcliffe Court, hindering the sale of that property. The City of Portland has no objection to the vacation of this portion of SW Radcliffe Court. The Multnomah County Transportation Division has received the prescribed fee of \$300, with the petition to vacate signed by 100% of the abutting property owners. No negative comments have been received from utility companies. Assessor's property records show that the petitioners, William W. and Mary E. Lyons are the owners of Tax Lot 11, Section 27, T1S, R3E, W.M. The attached Resolution and Order has been prepared to grant title to the vacated property as provided by ORS 368.366. The county engineer, after considering traffic impacts, fiscal impacts, and social impacts, finds it is in the public interest to vacate the unbuilt portion of SW Radcliffe Court as described in the attached Resolution.

FISCAL IMPACT:

There is no identified fiscal impact. Although vacation will return property to the tax rolls, the taxable amount has not yet been determined.

RECOMMENDATION:

It is the recommendation of the county engineer that the Board of County Commissioners grant the vacation of the unbuilt portion of SW Radcliffe Court as described by approving the attached Resolution and Order.

DMRJ1265.VAC

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

In the Matter of the Vacation of a Portion of)
SW Radcliffe Court situated 28.78 feet,)
more or less, north of SW Radcliffe Road)

RESOLUTION AND ORDER

95-192

WHEREAS, it appears that vacation of a portion of SW Radcliffe Court would be beneficial to the public for the following reasons:

The portion proposed to be vacated is public right-of-way having not been built to County standards. The owners of 100% of the abutting property have petitioned to vacate the portion of SW Radcliffe Court entirely within the jurisdiction of Multnomah County. Centerline of SW Radcliffe Court is the City of Portland boundary. The City has no objection to the vacation of Multnomah County's portion of this unbuilt right-of-way. Topographical constraints preclude constructing a road on this property. There are no existing utilities on the portion to be vacated. An existing structure built on the adjacent Tax Lot 11 infringes on the right-of-way at this time. It is the recommendation of the County Engineer that the dedicated public right-of-way be vacated.

WHEREAS the City of Portland, holding the easement for road purposes of the abutting west one-half of SW Radcliffe Court, has no objection to this vacation

IT IS HEREBY RESOLVED, in accordance with ORS 368.326 to 368.366, to vacate the portion of said public right-of-way described as follows:

A portion of SW Radcliffe Court, situated in the southeast one-quarter of Section 27, T1S, R1E, W.M. in Multnomah County, Oregon, which is described as follows:

Beginning at the Northwest corner of that tract of land conveyed to Alice Katherine Brillhart by Caroline Strong on January 6, 1908, as per deed recorded in Book 412, Page 100, Multnomah County Deed Records, said point also being the S.W. corner of that tract conveyed to William and Mary Lyons as per deed Book 1171, Page 2243 and recorded April 15, 1977 of said deed records; thence along the easterly line of S.W. Radcliffe Court (being 30' wide) the following four courses viz: 1) N17°21'W 38.34 feet, 2) N02°28'W 63.80 feet, 3) N26°58'E 98.94 feet, and 4) N58°01'E 45.01 feet; thence leaving said easterly line N09°47'00"W a distance of 16.20 feet to an angle point on the centerline of said S.W. Radcliffe Court; thence along said centerline the following four courses viz: 1) S58°01'W 55.30 feet, 2) S26°58'W 107.05 feet, 3) S02°28'E 69.70 feet, and 4) S17°21'E 35.61 feet to the intersection with the westerly extension of the south line of said Lyons tract; thence East along said westerly extension 15.72 feet to the point of beginning.

Resolution and Order

Page 2

The legal description of adjacent land and the land owners:

William and Mary Lyons
Tax Lot 11, Section 27, T1S, R3E, WM, Multnomah County

City of Portland
Easement for Public Road Purposes, west one-half of SW Radcliffe Court

IT IS ORDERED that ownership in this property shall vest as provided by ORS 368.366.

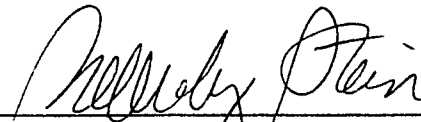
IT IS ORDERED , this Order vacating the mentioned portion of public right-of-way be recorded in the Deed Records of Multnomah County, Oregon.

FURTHER ORDERED the County Surveyor and County Assessor are directed to file copies of the same as required by law.

ADOPTED this 31st day of August, 1995.



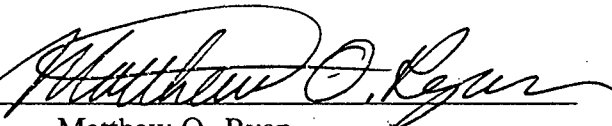
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



BEVERLY STEIN/Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 

Matthew O. Ryan

DMRJ1265.VAC

MEETING DATE: AUG 31 1995

AGENDA NO: R-14

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Sauvie Island Bridge Approach Widening Intergovernmental Agreement

BOARD BRIEFING Date Requested: August 31, 1995

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 Min

DEPARTMENT: Environmental Services

DIVISION: Transportation

CONTACT: Stan Ghezzi

TELEPHONE #: 3757

BLDG/ROOM #: 446

PERSON(S) MAKING PRESENTATION: Stan Ghezzi

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval of an Intergovernmental Agreement with Oregon Department of Transportation to widen the southeast corner of Sauvie Island Bridge and install a new signal at the intersection with U.S. 30. This Agreement provides for the reimbursement of construction costs from ODOT to Multnomah County in the amount not to exceed \$347,500

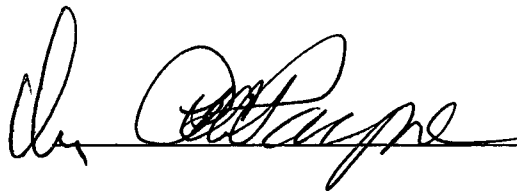
9/1/95 ORIGINALS TO STAN GHEZZI

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____



8-17-95

SEAL OF
CLINT COUNTY
1995 AUG 24 AM 10:17
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
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GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry F. Nicholas, P.E., Director of Transportation

TODAY'S DATE: August 11, 1995

REQUESTED PLACEMENT DATE:

RE: Sauvie Island Bridge Approach Widening Intergovernmental Agreement

I. Recommendation/Action Requested:

Approval of Intergovernmental Agreement between Oregon Department of Transportation (ODOT) and Multnomah County for the Sauvie Island Bridge Approach Widening Project.

II. Background/Analysis:

The right turn radius from Columbia River Highway (Hwy 30) northbound onto the Sauvie Island Bridge does not meet current standards.

A right turn lane was added by the Oregon Department of Transportation approximately 20 years ago. This shortened the turning radius and produced the current condition. ODOT has agreed to provide the project construction costs and other support as per the Intergovernmental Agreement. A new traffic signal will also be installed at this location in conjunction with this project.

III. Financial Impact:

This Agreement will provide for the reimbursement of construction costs from ODOT to Multnomah County in an amount not to exceed \$347,500.

IV. Legal Issues:

No known legal issues.

V. Controversial Issues:

There are no known controversial issues.

VI. Link to Current County Policies:

Provide a safe transportation system for the traveling public.

VII. Citizen Participation:

No citizen input was sought for this Intergovernmental Agreement.

VIII. Other Government Participation:

Intergovernmental Agreement must also be approved by the State of Oregon Department of Transportation (ODOT).

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # ~~XXXXXX~~ 300356

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-14</u> DATE <u>8/31/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Environmental Services Division Transportation Date July 31, 1995Contract Originator Stan Ghezzi Phone 248-3595 Bldg/Room 446Administrative Contact _____ Phone 248-3757 Bldg/Room 446Description of Contract Intergovernmental agreement for Sauvie Island Bridge approach widening project.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name State of Oregon Dept of TransMailing Address 123 NW Flanders
Portland, OR 97209-4037Phone (503) 731-8278

Employer ID# or SS# _____

Effective Date upon executionTermination Date upon completionOriginal Contract Amount \$ 347,500

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 347,500**REQUIRED SIGNATURES:**Department Manager [Signature]

Purchasing Director

(Class II Contracts Only)

County Counsel [Signature]County Chair / Sheriff [Signature]

Contract Administration

(Class I, Class II Contracts Only)

Remittance Address _____
(If Different) _____

Payment Schedule

Terms

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☐ Other \$ _____ ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐Date 8-17-95

Date _____

Date 8/24/95Date August 31, 1995

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	161	030	6760			8300						
02.												
03.												

* If additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATOR

PINK - FINANCE

COOPERATIVE IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT", and MULTNOMAH COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County".

WITNESSETH

RECITALS

1. Lower Columbia River Highway, State Route 30, and the westbound approach structure (Bridge No. 2641A) to Sauvie Island northbound, are both a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission. The Sauvie Island Bridge (No. 2641) is a part of the County road system, under the jurisdiction and control of the County.
2. By the authority granted in ORS 366.770 and 366.775, ODOT may enter into cooperative agreements with cities and counties for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. Under such authority, ODOT and County plan and propose to reconstruct the right turn radius from westbound Lower Columbia River Highway onto the Sauvie Island Bridge northbound, hereinafter referred to as "Project". The location of the project is as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
4. The project will be financed by ODOT and County. ODOT will provide engineering assistance at its own expense, as further described in this document and will also contribute a lump sum amount of \$347,500 toward project construction. County will be responsible for all other project expenses including preliminary engineering, construction, and right-of-way.

5. ODOT and County entered into and executed agreement No. 7636 on May 12, 1982 for the installation, maintenance, and power responsibilities of the traffic signal at the intersection of Lower Columbia River Highway and Sauvie Island Bridge. Any reference to the maintenance and power responsibilities for the existing traffic signals shall remain as agreed upon in agreement No. 7636 and are restated in this agreement in order to avoid any misinterpretation. It is anticipated that the only changes to the existing traffic control signal during construction, will be to relocate the controller.

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

ODOT OBLIGATIONS

1. ODOT shall, at its own expense, prepare traffic signal controller placement design plans and submit to the County; assign a liaison person to monitor the work performed on Lower Columbia River Highway; arrange for any utility relocations or reconstruction located on ODOT right-of-way; and provide technical inspection during construction for the relocation of the traffic signal controller. ODOT shall also provide, at its own expense, the services of Geology (foundation design report), Utility Liaison, Traffic Investigations, Environmental review, and Right-of-Way Liaison, as needed. All plans, estimates, and specifications shall be reviewed and approved by ODOT, at no expense to the County, prior to advertisement for construction bids.
2. ODOT shall, upon County's award of the contract, forward to County a lump sum amount of \$347,500. Said amount is 100 percent of ODOT's financial contribution toward the construction portion of the project.
3. ODOT grants County the right to enter onto and occupy ODOT right-of-way during construction.
4. ODOT shall, from existing ODOT right-of-way, provide the necessary right-of-way and easements for any required roadway widening.
5. ODOT shall, upon request by County, be responsible for contacting the affected railroad companies and initiating any needed negotiations.

M.C. & A. NO. 10668
MULTNOMAH COUNTY

6. ODOT shall, upon completion of the project, continue to maintain that portion of the project lying within ODOT jurisdiction, including the westbound approach to Sauvie Island Bridge northbound structure (Bridge No. 2641A). ODOT shall, also continue to maintain the traffic signal and controller at its own as described in agreement No. 7636 dated May 12, 1982.

COUNTY OBLIGATIONS

1. County shall conduct the necessary field surveys and preliminary engineering; perform all design work required to produce plans, specifications, and cost estimates (except for the design for placement of the traffic signal controller and foundation design report which will be provided by ODOT); obtain all permits; arrange for all utility relocations or reconstruction within County right-of-way; purchase all right-of-way or necessary easements other than ODOT-owned right-of-way; conduct right-of-way survey and monumentation; prepare the contract and bidding documents; advertise for bid proposals; award all contracts, pay all contractor costs, and furnish all construction engineering, field testing of materials, technical inspection and provide Project Manager services for administration of the contract.
2. In the event that additional right-of-way must be purchased, County shall acquire all necessary right-of-way and/or easements in accordance with ODOT Right-of-Way Manual, chapter 13, policies 13.120 in particular. County will contact Region Right-of-Way Office for right-of-way advice. Said right-of-way shall be purchased at County expense and no cost to ODOT.
3. County shall design project to ODOT standards.
4. County shall notify ODOT when contract has been awarded and request ODOT to deposit \$347,500 with County for ODOT's share of construction costs.
5. County shall compile accurate cost accounting records and when the actual total cost of the project has been computed, County will furnish ODOT with an itemized statement of such final costs, including construction engineering, contractor payments, and all contingency items attributable to the project. If said costs do not

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exceed \$347,500, County shall reimburse ODOT that portion of its advance \$347,500 that was not used.

6. County grants ODOT the right to enter onto and occupy county right-of-way during preliminary engineering assistance.
7. County shall, upon completion of the project, continue to maintain that portion of the project within County jurisdiction including all maintenance of the Sauvie Island Bridge structure, except the westbound approach structure shown on Exhibit 'B', attached hereto and by this reference made a part hereof.
8. County shall continue to pay all costs of electrical energy associated with the project traffic signal as described in Agreement No. 7636 dated May 12, 1982.
9. County shall name ODOT in the construction contract and performance bond as a beneficiary in said documents, expressly entitled to enforce their terms directly against the contractor and surety.
10. County shall authorize execution of this agreement during a regularly convened session of its Board of County Commissioners.

GENERAL PROVISIONS

1. ODOT and County agree and understand that a mutual review of the plans and specifications will be conducted prior to advertisement for construction bid proposals.
2. The Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

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

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This project was approved by the Oregon Transportation Commission on July 20, 1994 as part of the 1993-1998 Statewide Transportation Improvement Program, page 20.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the State Highway Engineer to sign this agreement for and on behalf of the Commission.

APPROVAL RECOMMENDED

By 
Region Manager

STATE OF OREGON, by and through
its Department of Transportation,

By _____
State Highway/Chief Engineer

Date _____

APPROVED AS TO
LEGAL SUFFICIENCY

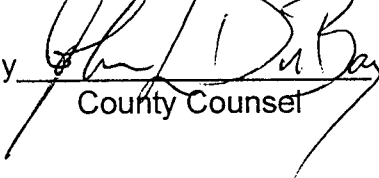
By _____
Asst. Attorney Gen.

Board of County Commissioners for
Multnomah County, Oregon

By 
Chair

Date August 31, 1995

APPROVED AT TO
LEGAL SUFFICIENCY

By 
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-14 DATE 8/31/95
DEB BOGSTAD
BOARD CLERK

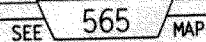


EXHIBIT A