

# **ANNOTATED MINUTES**

Thursday, April 23, 1998 - 9:30 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:37 a.m., with Commissioner Gary Hansen present, Vice-Chair Sharron Kelley present via speakerphone, and Commission Districts 1 and 3 positions vacant.*

**CHAIR STEIN THANKED WAYNE GEORGE AND FACILITIES STAFF FOR THEIR WORK GETTING THE BOARDROOM READY FOR THE COMMISSION TO RESUME MEETING USE. CHAIR STEIN INTRODUCED HANNAH FERBER AND VICTORIA RAKOWITZ, GUESTS FOR "BRING YOUR DAUGHTER TO WORK DAY".**

## **CONSENT CALENDAR**

**AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-29) WAS UNANIMOUSLY APPROVED.**

## **NON-DEPARTMENTAL**

- C-1 Appointments of Ronald A. Fossum and Jeanne C. "J.C". Kizak to the  
MULTNOMAH COUNTY CITIZEN INVOLVEMENT  
COMMITTEE
- C-2 Second Reading and Adoption of an ORDINANCE Amending Risk  
Management Provisions of MCC 2.60

**ORDINANCE COPIES AVAILABLE. NO ONE  
WISHED TO TESTIFY. ORDINANCE 904  
UNANIMOUSLY APPROVED.**

- C-3 Intergovernmental Agreement 501108 with the City of Gresham Establishing a Permanent Revenue Sharing Formula for the Community Service Fee Paid by LSI Logic per the Strategic Investment Program

#### **DEPARTMENT OF SUPPORT SERVICES**

- C-4 First Reading of an ORDINANCE Amending Ordinance No. 880, in Order to Add and Delete Exempt Pay Ranges and Titles and to Make Special Adjustments

***ORDINANCE COPIES AVAILABLE. NO ONE WISHED TO TESTIFY. SECOND READING APRIL 30, 1998.***

- C-5 Budget Modification DSS 9 Recognizing \$33,500 Additional Revenue from the State Fire Marshall's Office for Hazardous Materials Spill Responses

#### **AGING AND DISABILITY SERVICES DEPARTMENT**

- C-6 Budget Modification ADS 1 Increasing Position Allocations for the Disability Division and Increasing the Budget and Appropriations Schedule for Disability Building Management and to Replace State Owned Vehicles Utilizing State Revenue

#### **DISTRICT ATTORNEY'S OFFICE**

- C-7 Budget Modification DA 10 Adding 1.00 District Attorney 3 and .50 Office Assistant 2 to the Termination of Parental Rights Program

#### **DEPARTMENT OF HEALTH**

- C-8 Renewal of Intergovernmental Agreement 201348 with Oregon Health Sciences University for the Provision of Dental Services for Low-Income Persons Living with HIV/AIDS
- C-9 Renewal of Intergovernmental Agreement 201358 with Oregon Health Sciences University for the Provision of Case Management Services for Low-Income Persons Living with HIV/AIDS
- C-10 Renewal of Intergovernmental Agreement 201388 with the Oregon Health Division for the Provision of Health Insurance Payments for Low-Income Persons Living with HIV/AIDS

- C-11 RESOLUTION Addressing the Provision of Primary Health Care Services to Under-Served, Uninsured, and Under-Insured County Residents

***RESOLUTION 98-34.***

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-12 Amendment 1 to Intergovernmental Agreement 101488 with Portland Public School District to Purchase Child Care Slots for a Child of a Teen Parent in High School
- C-13 Renewal of Intergovernmental Revenue Agreement 103448 with Portland Public School District Funding Mental Health Services for Children Not Served through Multnomah CAPCare

**JUVENILE AND ADULT COMMUNITY JUSTICE SERVICES**

- C-14 Amendment 1 to Intergovernmental Revenue Agreement 700028 with the Oregon Youth Authority Increasing Funding and Extending Services for the Juvenile Diversion Program through June 30, 1999
- C-15 Amendment 1 to Intergovernmental Revenue Agreement 700028-A with Clackamas County for Continued Utilization of the Juvenile Justice Complex for the Detention of Juveniles Referred to the Clackamas County Juvenile Justice System in Need of Secure Custody through June 30, 1999
- C-16 Amendment 1 to Intergovernmental Revenue Agreement 700757 with Washington County for Continued Utilization of the Juvenile Justice Complex for the Detention of Juveniles Referred to the Washington County Juvenile Justice System in Need of Secure Custody through June 30, 1999

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-17 ORDER Authorizing Acquisition of Real Property for the Construction of Improvements for Enlargement of the Belmont Library

***ORDER 98-35.***

- C-18 ORDER Authorizing Execution of Deed D981544 Upon Complete Performance of a Contract with Rod Girtman

***ORDER 98-36.***

- C-19 ORDER Authorizing Execution of Deed D981545 Upon Complete Performance of a Contract with Rod Girtman

***ORDER 98-37.***

- C-20 ORDER Authorizing Execution of Deed D981546 Upon Complete Performance of a Contract with Rod Girtman

***ORDER 98-38.***

- C-21 ORDER Authorizing Execution of Deed D981547 Upon Complete Performance of a Contract with Rod Girtman

***ORDER 98-39.***

- C-22 ORDER Authorizing Execution of Deed D981548 Upon Complete Performance of a Contract with M. Carol Battle

***ORDER 98-40.***

- C-23 ORDER Authorizing Execution of Deed D981549 Upon Complete Performance of a Contract with Mike Fahey and Denny Reynolds

***ORDER 98-41.***

- C-24 Second Reading and Adoption of an ORDINANCE Deleting Enforcement Proceeding Regulations Contained in MCC 11.15.8135 and Amending the Violation and Enforcement Regulations Contained in MCC 11.15.9052 for Land Use Violations to Increase the Capability of the County to Gain Compliance with Land Use Regulations

***ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. NO ONE WISHED TO TESTIFY. ORDINANCE 905 UNANIMOUSLY APPROVED.***

- C-25 RESOLUTION Adopting a "No Preference" Comment to Metro in Response to CGC, Inc.'s Petition for an Urban Growth Boundary Minor Locational Adjustment

***RESOLUTION 98-42.***

- C-26        RESOLUTION Adopting a “No Preference” Comment to Metro in Response to Jerry Johnson’s Petition for an Urban Growth Boundary Minor Locational Adjustment

***RESOLUTION 98-43.***

- C-27        RESOLUTION Adopting a “Recommend Deny” Comment to Metro in Response to Carla Ralston’s Petition for an Urban Growth Boundary Minor Locational Adjustment

***RESOLUTION 98-44.***

**PUBLIC CONTRACT REVIEW BOARD**

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

- C-28        ORDER Exempting from the Formal Competitive Bid Process a Contract for the Purchase of IBM Hardware for the Assessment and Taxation Division Computer System from The Software Group

***ORDER 98-45.***

- C-29        ORDER Exempting from the Formal Competitive Bid Process the Purchase of Year 2000 Mission Critical Goods and Services Between \$50,000 and \$100,000

***ORDER 98-46.***

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

**REGULAR AGENDA**

**PUBLIC COMMENT**

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

***NO ONE WISHED TO COMMENT.***

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-2 RESOLUTION Adopting Certification of Estimated Expenditures for the Fiscal Year 1998-99 Property Tax Program

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. KATHY TUNEBOG AND BOB ELLIS EXPLANATION AND RESPONSE TO BOARD COMMENTS IN SUPPORT. RESOLUTION 98-47 UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

R-3 Chair Beverly Stein Executive Budget Message Presentation

**CHAIR STEIN PRESENTATION.**

**MULTNOMAH COUNTY BUDGET COMMITTEE HEARING**

R-4 RESOLUTION Approving the Chair's Proposed 1998-99 Budget for Submission to Tax Supervising and Conservation Commission

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. COMMISSIONERS HANSEN AND KELLEY COMMENTS IN SUPPORT. RESOLUTION 98-48 UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 10:00 a.m.*

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

**Deborah L. Bogstad**

Deborah L. Bogstad



## MULTNOMAH COUNTY, OREGON

### BOARD OF COMMISSIONERS

#### Beverly Stein, Chair

1120 SW Fifth Avenue, Suite 1515  
Portland, Or 97204-1914  
Phone: (503) 248-3308 FAX (503) 248-3093  
Email: Mult.Chair@co.multnomah.or.us

#### Vacant, Commission District 1

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5220 FAX (503) 248-5440  
Email:

#### Gary Hansen, Commission Dist. 2

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5219 FAX (503) 248-5440  
Email: Gary.D.Hansen@co.multnomah.or.us

#### Vacant, Commission District 3

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5217 FAX (503) 248-5262  
Email:

#### Sharron Kelley, Commission Dist. 4

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5213 FAX (503) 248-5262  
Email:  
Sharron.E.Kelley@co.multnomah.or.us

#### Deborah Bogstad, Board Clerk

1120 SW Fifth Avenue, Suite 1515  
Portland, Or 97204-1914  
Phone: (503) 248-3277 FAX (503) 248-3013  
Email:  
Deborah.L.Bogstad@co.multnomah.or.us

### APRIL 23, 1998 MEETING

#### FASTLOOK AGENDA ITEMS OF INTEREST

- 2** *Expanded Consent Calendar*
- 5** *Public Comment on Non-Agenda Items*
- 6** *Property Tax Program Resolution*
- 6** *Chair Beverly Stein Executive Budget Message*
- 6** *Resolution Forwarding Budget to TSCC*
- 7** *Multnomah County Budget Session Schedule*

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

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

Produced through Multnomah Community Television

The Board meeting agenda is also available on the World Wide Web at:

<http://www.multnomah.lib.or.us/cc/bev/agenda.html>

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

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

**REGULAR AGENDA**

**PUBLIC COMMENT**

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**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-2            RESOLUTION Adopting Certification of Estimated Expenditures for  
the Fiscal Year 1998-99 Property Tax Program

**NON-DEPARTMENTAL**

R-3            Chair Beverly Stein Executive Budget Message Presentation

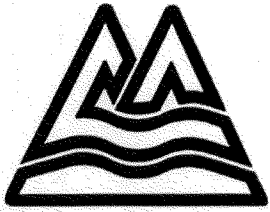
**MULTNOMAH COUNTY BUDGET COMMITTEE HEARING**

R-4            RESOLUTION Approving the Chair's Proposed 1998-99 Budget for  
Submission to Tax Supervising and Conservation Commission

# 1998-99 MULTNOMAH COUNTY BUDGET WORK SESSIONS AND PUBLIC HEARINGS

23-Apr	Thursday	9:30 am	PUBLIC HEARING, Executive Budget Presentation and Approval
28-Apr	Tuesday	9:30 am	Central Citizen Budget Advisory Committee Report
		9:45 am	Juvenile & Adult Community Justice
29-Apr	Wednesday	9:30 am	Sheriff
		6:00 pm	PUBLIC HEARING @Gresham Library 385 NW Miller
5-May	Tuesday	9:30 am	District Attorney
		10:30 am	Non-Departmental
6-May	Wednesday	1:30 pm	Environmental Services
		3:00 pm	Support Services
12-May	Tuesday	9:30 am	Health
		1:30 pm	Community & Family Services
14-May	Thursday	10:30 am	Library (after regular Board meeting)
19-May	Tuesday	9:30 am	Aging and Disability Services
		10:30 am	General Work Session (potential)
		1:30 pm	General Work Session (potential)
20-May	Wednesday	9:30 am	General Work Session (potential)
		1:30 pm	General Work Session (potential)
		6:00 pm	PUBLIC HEARING in Board Room
26-May	Tuesday	9:30 am	PUBLIC HEARING TSCC Hearing
		10:30 am	General Work Session (potential)
		1:30 pm	General Work Session (potential)
28-May	Thursday	9:30 am	PUBLIC HEARING, Adopt Budget

Unless otherwise indicated, all budget sessions will be held in the Multnomah County Courthouse, Boardroom 602, 1021 SW Fourth Avenue, Portland.



# MULTNOMAH COUNTY OREGON

**DEBORAH BOGSTAD, BOARD CLERK**  
OFFICE OF BEVERLY STEIN, COUNTY CHAIR  
1120 SW FIFTH AVENUE, SUITE 1515  
PORTLAND, OREGON 97204-1914  
TELEPHONE • (503) 248-3277  
FAX • (503) 248-3013

<b>BOARD OF COUNTY COMMISSIONERS</b>		
BEVERLY STEIN•	CHAIR	•248-3308
VACANT•	DISTRICT 1	•248-5220
GARY HANSEN•	DISTRICT 2	•248-5219
VACANT•	DISTRICT 3	•248-5217
SHARRON KELLEY•	DISTRICT 4	•248-5213

To: County Board Meeting Agenda Customers

From: Deb Bogstad, Board Clerk

Date: April 16, 1998

Re: Return to County Courthouse Boardroom 602

This is to remind you that the Multnomah County Board of Commissioners will resume meeting in the County Courthouse Boardroom 602 beginning with the meeting scheduled for 9:30 am, Thursday, April 23, 1998.

For those of you attending a Board meeting who do not have an employee picture identification card, please remember to allow a little extra time to pass through the security metal detectors on the first floor of the Courthouse.

If you have any questions, please do not hesitate to contact me. Thank you.



APR 23 1998

MEETING DATE: APR 16 1998  
AGENDA NO: C-1  
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Appointments to Citizen Involvement Committee

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: 4/15/98  
AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE #: 248-3953  
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Appointment of Jeanne "J. C." Kizak and Ronald Fossum to the Citizen Involvement Committee, both to District #2 Positions, both for terms ending 3/30/2001.

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
98 MAR 30 AM 9:06  
MULTNOMAH COUNTY  
OREGON

INTEREST FORM FOR MULTNOMAH COUNTY  
CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

Neighborhood Assoc:  
NAME OF NOMINATING GROUP: N.E. COALITION NEIGHBORHOODS DIST 2

SECTION I

NAME: RONALD A. FOSSUM HOME PHONE: (503) 282-3018

ADDRESS: 5533 NE 30TH AVE WORK PHONE: \_\_\_\_\_

PORTLAND, OR Zip Code: 97211-6805

Is your residence located in Multnomah County?

YES ☒ NO ☐

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

FURTHER CITIZEN PARTICIPATION IN COUNTY  
DECISION MAKING PROCESS

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. CONCORDIA NEIGH ASSOC BOARD DATE: 3/1/92 → PRESENT  
2. N.E. COAL NEIGH BOARD DATE: 9/1/92 → PRESENT  
3. M.C.C.I. DATE: 1/1/96 → PRESENT

RESPONSIBILITIES: \_\_\_\_\_



#### SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

WILLIE BROWN, 7221 N. VANCOUVER, PTLD, 97217  
KAY DORTSHI, P.O. BOX 19419, PTLD, 97208

#### SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

NONE

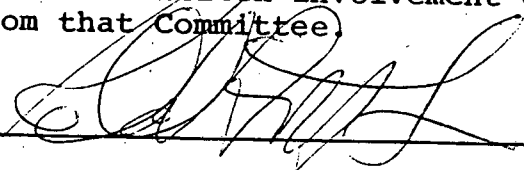
#### SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 3 Day 10 Year 39 SEX: Female \_\_\_\_\_ Male X

ETHNIC ORIGIN: Asian \_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_  
Native American \_\_\_\_\_ White X

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature:  Date: 2/23/98

# INTEREST FORM FOR MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

Neighborhood Assoc: Concordia Neighborhood Association  
NAME OF NOMINATING GROUP: Northeast Coalition Dist 2

## SECTION I

NAME: Jeanne C. Kizak "JC" HOME PHONE: 281-3159  
ADDRESS: 5243 NE 29th Avenue WORK PHONE: 823-4175  
PORTLAND OR Zip code: 97211

Is your residence located in Multnomah County?

YES ☒ NO ☐

## SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

My community involvement in Portland has made me aware that many citizens are NOT involved or participating in community activities nor are they addressing their

## SECTION III

Concerns to elected or appointed staff. I'd like to broaden the base of such participants.  
Please list three volunteer/civic activities:

ORGANIZATION: 1. St Philip Neri Parish DATE: 1988 - to present  
2. Concordia Neighborhood Assoc. DATE: 1996 - to present  
3. NE Coalition DATE: 1996 - to present

RESPONSIBILITIES: Various ministries at my church; Corresponding Secretary & Vice chair of the neighborhood association; board member of the NE Coalition.

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Pat Messinger - Chair - Concordia Neighborhood Assoc - 284-776  
Willy Brown - Chair - NE Coalition - 823-4575

SECTION V (of Ben Priestley, Director)

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

Employed by City of Portland, Bureau of Human Resources  
Active board member of Concordia Neighborhood Association

SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 2 Day 10 Year 47 SEX: Female ☒ Male ☐

ETHNIC ORIGIN: Asian ☐ Black ☐ Hispanic ☐  
Native American ☐ White ☒

My signature affirms that all information is true to the best of my knowledge. 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 the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature: Jeanne C Kirzick Date: 3/2/98

IntrsFrm.CIC

APR 09 1998  
MEETING DATE: APR 02 1998  
AGENDA NO: R-4 R-4  
ESTIMATED START TIME: 9:48 TO 10:15  
APR 16 1998 APR 23 1998  
R-5 C-2  
9:55 9:30

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Ordinance amending risk management code provisions

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: March 12, 1998  
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: ND DIVISION: County Counsel

CONTACT: Thomas Sponsler TELEPHONE #: x22834  
BLDG/ROOM #: 106/1530

PERSON(S) MAKING PRESENTATION: Thomas Sponsler

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Amendments to Risk Management Provisions for Multnomah County

4/23/98 copies to Tom Sponsler, Jean  
Triley & Ordinance Distribution List

### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: Thomas Sponsler

BOARD OF  
COUNTY COMMISSIONERS  
98 FEB 25 PM 12:02  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



# OFFICE OF MULTNOMAH COUNTY COUNSEL

THOMAS SPONSER  
*County Counsel*

1120 S.W. FIFTH AVENUE, SUITE 1530  
PORTLAND, OREGON 97204-1977

FAX 248-3377  
(503) 248-3138

SANDRA N. DUFFY  
*Chief Assistant*

SUSAN DUNAWAY  
KATIE GAETJENS  
GERALD H. ITKIN  
JEFFREY B. LITWAK  
STEVEN J. NEMIROW  
MATTHEW O. RYAN  
AGNES SOWLE  
JOHN S. THOMAS  
JACQUELINE A. WEBER  
*Assistants*

## STAFF REPORT: ORDINANCE AMENDING CODE PROVISIONS FOR RISK MANAGEMENT, LOSS PREVENTION AND THE INSURANCE FUND

### I. ACTION REQUESTED

Adopt an ordinance which revises the code provisions relating to risk management, loss prevention and the insurance fund (to be renamed "Risk Management Fund").

### 2. INTRODUCTION

This ordinance updates the existing code sections pertaining to risk management, loss prevention and the risk management fund. They were originally created in 1983, revised in 1988 and again in 1992. The purpose is to bring the code up-to-date with actual practices and make changes to reflect an expanded vision of risk management.

### 3. ANALYSIS

This ordinance revision:

- ◆ Changes department references to the current name of the Department of Support Services and renames the Insurance Fund as the Risk Management Fund.
- ◆ Clearly articulates the county policy of proactive prevention of losses.
- ◆ Allows expenditures for reasonable litigation and claims expenses incurred in all types of litigation involving the County and its personnel, including, e.g., code enforcement, tax litigation, affirmative litigation and defense of professional employee licensing matters pertinent to the employment.
- ◆ Includes all legal services within the Risk Management Fund. Under current practice, 50% of the County Counsel budget is allocated to the fund and this codification ends that arbitrary division. The role of County Counsel is prevention in both advice and litigation. It also recognizes the County RESULTS policies emphasizing teamwork and client service. Well thought out, timely legal advice to County clients before problems arise is an effective form of loss prevention.

- ◆ Provides the Chair has formal decision-making authority for claims settlement except in cases involving the sheriff. The ordinance does not change current practice. County Counsel works with each effected department at the appropriate level to obtain consensus in claims decisions. This will not change. Each department will have input into a consensus building process.

#### 4. FINANCIAL IMPACT

None. The ordinance merely moves that portion of County Counsel's budget currently in the general fund into the Risk Management fund with no change in dollar amounts.

#### 5. EVALUATION

This recodification, like those previously made in 1983, 1988 and 1992, bring the code up to date to reflect existing practice. In addition, this revision reflects the RESULTS-based aspirations of the County to proactive risk management rather than merely reactive loss adjustment and litigation.

It also reflects the importance of prospective advisory legal services as a key element in loss prevention.

#### 6. LEGAL ISSUES

None.

#### 7. CONTROVERSIAL ISSUES

None.

#### 8. LINK TO CURRENT COUNTY POLICIES AND BENCHMARK

As stated above, the code revisions are designed to reflect both the current actual practices as well as the aspirational element of prevention.

#### 9. CITIZEN PARTICIPATION

None.

#### 10. PARTNERSHIPS AND COLLABORATION

The drafts of the ordinance revisions have been circulated and discussed in detail with Vicki Gates, Jean Miley, David Boyer, Dave Warren and Rudy Williams, each of whom have provided input into the ordinance which now reflects a consensus of all involved.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

An Ordinance Amending Risk Management Code Provisions of MCC 2.60

(Shaded Language is to be deleted; Bold Language is new)

Multnomah County ordains as follows:

Section 1. MCC 2.60.115 is amended as follows:

2.60.115. Risk management policy.

The Board of County Commissioners recognizes that a coordinated risk assessment and management, and loss prevention programs are important to the preservation of County assets, the health and safety of its County employees, and the financial interest of Multnomah County's residents. Risk management includes identifying potential loss exposures, analyzing alternatives, selecting and implementing loss reduction methods, and evaluating the results. Multnomah County's policy, with respect to the management of all risks of accidental loss, shall have as its objectives:

(A) The prevention of accidental loss by the creation and administration of a proactive approach to loss prevention and reduction, risk assessment and management. The County will work to create a service environment in which County employees and members of the public can enjoy safety and security while transacting County business.

(B) The protection of the County against the financial consequences of accidental losses.

(C) The preservation of the County's assets and public service capabilities from loss, destruction, or depletion.

~~(C) (D) The promotion of a balanced, comprehensive and cost-effective mix of exposure identification, risk evaluation, risk treatment and program implementation and monitoring activities.~~

~~(E) The minimization of the long-term cost to the County of all activities related to the identification, prevention and control of accidental losses and their consequences.~~

~~(D) (F) The creation of a coordinated risk management and employee health and benefits program with internal procedures for incident and claim reporting of all incidents, claims and losses incurred by the County, providing a constant assessment of fluctuating exposure to loss, loss-bearing capacity and available financial resources, including insurance.~~

~~(E) The establishment, to the extent possible of an exposure-free County work and service environment in which County employees as well as members of the public can enjoy safety and security in the course of their daily activities.~~

Section 2. MCC 2.60.120 is amended as follows:

2.60.120. ~~Insurance fund~~ **Risk management fund**

~~(A) Definitions: The County has an insurance fund, an internal service fund, a risk management fund (fund) created by the Board of County Commissioners separate from the general fund. The fund was created to centrally account for all expenditures and reserves associated with the protection of the County's assets, employees, programs and operations. Accounts are established in The fund will account for the financing administration of the workers' compensation, general liability, auto liability, property, employee medical/dental employees' benefits, legal services, life insurance, long-term disability, retiree insurance,~~



unemployment and insured and self-insured programs provided for in the County's adopted budget.

(B) *Revenue Sources:* Appropriations to the fund will be made as provided in MCC

2 60.130(B)

(B) *Disbursements:* In accordance with ordinance and administrative procedures,

the The following expenditures may be charged to the insurance fund accounts:

- (1) Insurance premiums for County operations;
- (2) Costs and expenses related to administration, investigation, adjustment and litigation of all insured and uninsured claims, and loss arising from the County's operations;
- (3) All costs for repairing and replacing personal property, money, and improvements to real property owned or leased by the County to the extent the County has contractually assumed risk of loss, where such property losses are within the coverage and retention level of insurance coverage carried by the County;
- (4) Assessments, licenses, fees, and bonds related to programs funded under

Section (A) required promulgated by state law statute;

- (5) Employee workers' compensation claim expenditures in accordance to applicable statutes;
- (6) County risk management administration and legal services expenses;
- (7) Loss prevention programs and projects may be funded by the insurance fund if they:
  - (a) Are clearly targeted toward loss control, and are inappropriate for either a budget modification or the regular budget process, or

(b) Are beneficial to all departments, or

(c) (b) Reduce the costs of loss immediately, or

(d) (c) Reduce the administrative costs of the risk management program, or

(e) (d) are mandated by state or federal law and affect more than one department.

Capital projects are excluded unless specifically approved by the Board of County commissioners.

(8) County unemployment obligations and related administrative expenditures;

(9) Employee medical/dental health care claims and insurance claims, health promotion programs, and related administrative expenditures;

(10) Any other insurance or self-insurance related expenditures as deemed appropriate by the County Chair within standard budgetary procedures;

(11) Cost and expenses related to any legal action, matter or proceeding in any court or tribunal when authorized by the Chair, Board, Sheriff or Auditor.

(C) *Fund Reporting.* A report shall be provided semi-annually to the County Chair and Board of County commissioners on the financial status of the insurance fund accounts.

(D) *Fund equity and cash balance.* The insurance fund (equity and cash) balance shall be maintained at a level to pay all claims, premiums, disbursements administration expenditures, reserves and incurred but not reported (IBNR) claims. Amounts shall not be transferred from the insurance fund unless a program defined by subsection (A) MCC 2.60.120(A) is discontinued without further financial obligation and/or it is determined by a qualified independent actuary that the fund level may be adjusted.

(1) In order to obtain an exemption from the security deposit requirement under Oregon Revised Statute 656.407, the worker's compensation reserves established by

the actuarial evaluation performed under MCC 2.60.120(F) are dedicated for payments of compensation and amounts due the director of the Department of Insurance and Finance of the State of Oregon. The director of the department of insurance shall have first lien and priority rights to the full amount of the worker's compensation funds required to pay the present discounted value of all present and future claims under ORS Chapter 656.

(E) An actuarial evaluation shall be performed by a qualified independent actuary on the worker's compensation, retiree insurance and liability sections of the insurance fund at least once every three years.

Section 3. MCC 2.60.130 is amended to read as follows:

2.60.130. Risk management function.

(A) The ~~office of the chair~~ **Department of Support Services** shall direct and manage ~~all risk management and employee health and benefit insurance~~ programs for ~~Multnomah the County~~. ~~Authority granted to the Department may be delegated to the Risk Management Section of the Finance Division~~. The ~~Authority granted to the Department~~ includes, but is not limited to, the following ~~authority~~:

- (1) To purchase all insurance coverage required by law and contracts, or desirable for the effective and efficient operation of County government ~~including, but not limited to: casualty insurance, property insurance, workers' compensation insurance, and other specialty forms of coverage;~~
- (2) To consolidate insurance coverage and combine with self-insurance as is in the best interest of the County;

**(B) The Department of Support Services in consultation with County Counsel shall direct and manage all risk management and loss prevention programs for the County. The authority granted includes, but is not limited to, the following:**

**(3) (1) To acquire actuarial, claims management, investigative and appraisal services for insured and self-insured program administration;**

**(4) (2) To promulgate rules and procedures to govern the administration of the County's insurance and risk management activities;**

**(5) (3) To administer all loss prevention activities and claims arising from and out of the County's operations including, but not limited to, the County's general, auto and professional liability, auto, property, workers' compensation, employee health care life and disability benefits and unemployment claims exposures;**

**(6) (4) To coordinate the claims activity internally and/or with contracted claims service providers, legal counsel, department management and insurance companies;**

**(7) (5) To identify loss exposures and administer programs to control and minimize losses sustained on to County assets, and property, employees and the general public doing business with the County;**

**(8) (6) To develop and maintain an information system for timely and accurate recording of loss experience, insurance premiums, property values, insurance fund cash flow and reserving obligations and other identified risk related information;**

**(9) (7) To develop manuals and programs for training County personnel on loss control/safety programs and activities techniques;**

**(10) (8) To ascertain that contributions to the fund are adequate and appropriations and reserve balances are financially and actuarially sound.**

**(B) (C) The planning and budget division and finance division Department of Support Services shall may** apportion to and collect from each County department, office, board, or commission its contribution **to a total sum** for loss reserves, **risk management and County Counsel administrative** expenses, insurance premiums and loss expenditures. The contribution shall be based, wherever appropriate, upon the relative exposure and loss experience of each department for each aspect of risk and will be maintained in the County's insurance fund and subject to annual budgetary approval.

Section 4. MCC 2.60.140 is amended to read as follows:

**2.60.140. Risk assessment and loss prevention.**

Departments shall be responsible to conform to county, state and federal safety standards. **Each** Administrators, managers, and supervisors shall be responsible to conduct **their his/her** operations in a manner which will safeguard the County's assets from loss or damage and employees from employment-related illness and injury. **Each department in consultation with the Department of Support Services and County Counsel shall identify significant risks to the general public doing business with the County, County employees and County property.** Where significant risks are identified, **the Department of Support Services and County Counsel will recommend** remedial action. **Departments will be taken take action** to reduce these exposures **within available County resources.** Managers are responsible for reporting all losses or claims to the **risk management division Department of Support Services,** regardless of size of loss, in a timely manner as directed by County administrative procedures. **The Department of Support Services Risk management** is responsible for ensuring that mechanisms exist for reporting, record keeping and follow-up and that these are known throughout the County.

Section 5. MCC 2.60.050 is amended as follows:

2.60.050. Authority.

Authority for settlement of ~~general liability~~ claims and litigation against the County or its employees ~~and to enter into disputed claim settlements in workers' compensation cases~~ shall rest with the County Chair or ~~his/her~~ the Chair's designee, except that claims arising out of the sheriff's office shall be settled upon authority of the sheriff or the sheriff's designee.

Section 6. Effective Date.

This Ordinance shall become effective on July 1, 1998.

ADOPTED this \_\_\_\_ day of April, 1998, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

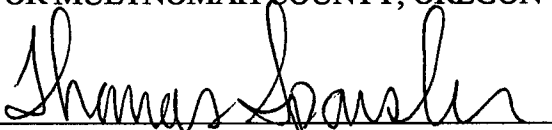
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

  
Thomas Sponsler, County Counsel

H:/Data/Advisory/Ordinances/165 Risk Management/Loss Prevention

## **BOGSTAD Deborah L**

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**From:** TRACHTENBERG Robert J  
**Sent:** Tuesday, March 31, 1998 11:13 AM  
**To:** SPONSLER Thomas  
**Cc:** BOGSTAD Deborah L  
**Subject:** RE: R-4

I think the Board should pass an amended version for the first reading. I just want to be sure the changes are ready and get to Deb.

---

**From:** SPONSLER Thomas  
**Sent:** Tuesday, March 31, 1998 11:08 AM  
**To:** TRACHTENBERG Robert J  
**Subject:** RE: R-4

I had not planned to for the first reading. I had thought the changes could be noted and an amendment made at the meeting. The changes would then be made for the 2nd reading. Would you prefer a substitute with the changes for the 4/2 meeting?

---

**From:** TRACHTENBERG Robert J  
**Sent:** Tuesday, March 31, 1998 10:52 AM  
**To:** SPONSLER Thomas  
**Subject:** R-4

Are you going to be preparing submitting amendments or a substitute ordinance with the changes to 2.60.115 and 2.60.050?

**BOGSTAD Deborah L**

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**From:** BOGSTAD Deborah L  
**Sent:** Tuesday, March 31, 1998 11:47 AM  
**To:** STEIN Beverly E; HANSEN Gary D; KELLEY Sharron E  
**Cc:** BAX Carolyn M; FORD Carol M; DELMAN Mike H; TRACHTENBERG Robert J; MILEY Jean M; SPONSLER Thomas  
**Subject:** Proposed amendments to R-4 risk management code provisions ordinance

I will need an amendment to page 1, section 2.60.115, first sentence . . . and loss prevention programs - to not delete "are" important to the preservation of County assets, . .

and

an amendment to page 8, section 2.60.050, first sentence Authority for settlement of - to not delete "general liability" claims and litigation against the County . . .



## **BOGSTAD Deborah L**

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**From:** BOGSTAD Deborah L  
**Sent:** Tuesday, March 31, 1998 2:19 PM  
**To:** STEIN Beverly E; HANSEN Gary D; KELLEY Sharron E  
**Cc:** WALKER Jerry W; BAX Carolyn M; FORD Carol M; DELMAN Mike H; TRACHTENBERG Robert J; BOYER Dave A; MILEY Jean M; SPONSLER Thomas  
**Subject:** 4 Amendments to R-4 risk management code provisions ordinance  
**Importance:** High

Thanks to eagle eyes out there, two areas have been identified as Scribner's errors which will need an amendment to correct. I am attaching the proposed corrected ordinance below. On April 2nd, I would appreciate if Gary would be so kind to move, and Sharron second the following amendments:

Amendment to page 1, section 2.60.115, first sentence . . . and loss prevention programs - to not delete "are" important to the preservation of County assets, . . .

and

Amendment to page 4, section (C) deleting "semi", to read annually;

and

Amendment to page 7, section (C) deleting "County's insurance", to read in the fund

and

Amendment to page 8, section 2.60.050, first sentence Authority for settlement of - to not delete "general liability" claims and litigation against the County . . .

Thank you for your assistance and patience!!



Risk Management  
s Prevention Ordinan

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

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance Amending Risk Management Code Provisions of MCC 2.60

~~(Shaded~~ Language is to be deleted; **Bold** Language is new)

Multnomah County ordains as follows:

Section 1. MCC 2.60.115 is amended as follows:

2.60.115. Risk management policy.

The Board ~~of County Commissioners~~ recognizes that ~~a~~ **a** coordinated risk **assessment** and management, **and loss prevention** programs are important to the preservation of County assets, the **health and safety of its** County employees, and the financial interest of Multnomah County's residents. **Risk management includes identifying potential loss exposures, analyzing alternatives, selecting and implementing loss reduction methods, and evaluating the results.** Multnomah County's ~~policy, with respect to the management of all risks of accidental loss,~~ shall have as its objectives:

(A) **The prevention of accidental loss by the creation and administration of a proactive approach to loss prevention and reduction, risk assessment and management. The County will work to create a service environment in which County employees and members of the public can enjoy safety and security while transacting County business.**

~~(A)~~ (B) **The protection of the County against the financial consequences of accidental losses.**

~~(B)~~ (C) **The preservation of the County's assets and public service capabilities from loss, destruction, or depletion.**

(C) (D) The promotion of a balanced, comprehensive and cost-effective mix of exposure identification, risk evaluation, risk treatment and program implementation and monitoring activities.

(E) The minimization of the long-term cost to the County of all activities related to the identification, prevention and control of accidental losses and their consequences.

(D) (F) The creation of a coordinated risk management and employee health and benefits program with internal procedures for incident and claim reporting of all incidents, claims and losses incurred by the County, providing a constant assessment of fluctuating exposure to loss, loss-bearing capacity and available financial resources, including insurance.

(E) The establishment, to the extent possible of an exposure-free County work and service environment in which County employees as well as members of the public can enjoy safety and security in the course of their daily activities.

Section 2. MCC 2.60.120 is amended as follows:

2.60.120. Insurance fund Risk management fund

(A) **Definitions:** The County has an insurance fund, an internal service fund, a risk management fund (fund) created by the Board of County Commissioners separate from the general fund. The fund was created to centrally account for all expenditures and reserves associated with the protection of the County's assets, employees, programs and operations. Accounts are established in The fund will account for the financing administration of the workers' compensation, general liability, auto liability, property, employee medical/dental employees' benefits, legal services, life insurance, long-term disability, retiree insurance,

unemployment and insured and self-insured programs provided for in the County's adopted budget.

(B) *Revenue Sources:* Appropriations to the fund will be made as provided in MCC

2 60.130(B)

(B) *Disbursements:* In accordance with ordinance and administrative procedures,

the The following expenditures may be charged to the insurance fund accounts:

- (1) Insurance premiums for County operations;
- (2) Costs and expenses related to administration, investigation, adjustment and litigation of all insured and uninsured claims, and loss arising from the County's operations;
- (3) All costs for repairing and replacing personal property, money, and improvements to real property owned or leased by the County to the extent the County has contractually assumed risk of loss, where such property losses are within the coverage and retention level of insurance coverage carried by the County;
- (4) Assessments, licenses, fees, and bonds related to programs funded under

Section (A) required promulgated by state law statute;

- (5) Employee workers' compensation claim expenditures in accordance to applicable statutes;
- (6) County risk management administration and legal services expenses;
- (7) Loss prevention programs and projects may be funded by the insurance fund if they:
  - (a) Are clearly targeted toward loss control, and are inappropriate for either a budget modification or the regular budget process, or

(b) Are beneficial to all departments, or

(c) (b) Reduce the costs of loss immediately, or

(d) (c) Reduce the administrative costs of the risk management program, or

(e) (d) are mandated by state or federal law and affect more than one department.

Capital projects are excluded unless specifically approved by the Board of County commissioners.

(8) County unemployment obligations and related administrative expenditures;

(9) Employee medical/dental health care **claims and insurance** claims, health promotion programs, and related administrative expenditures;

(10) Any other insurance or self-insurance related expenditures as deemed appropriate by the County Chair within standard budgetary procedures;

(11) **Cost and expenses related to any legal action, matter or proceeding in any court or tribunal when authorized by the Chair, Board, Sheriff or Auditor.**

(C) *Fund Reporting.* A report shall be provided annually to the County Chair and Board of County commissioners on the financial status of the insurance fund accounts.

(D) *Fund equity and cash balance.* The insurance fund (equity and cash) balance shall be maintained at a level to pay all claims, premiums, **disbursements administration expenditures**, reserves and incurred but not reported (IBNR) claims. Amounts shall not be transferred from the insurance fund unless a program defined by subsection (A) MCC 2.60.120(A) is discontinued without further financial obligation and/or it is determined by a qualified independent actuary that the fund level may be adjusted.

(1) In order to obtain an exemption from the security deposit requirement under Oregon Revised Statute 656.407, the worker's compensation reserves established by

the actuarial evaluation performed under MCC 2.60.120(F) are dedicated for payments of compensation and amounts due the director of the Department of Insurance and Finance of the State of Oregon. The director of the department of insurance shall have first lien and priority rights to the full amount of the worker's compensation funds required to pay the present discounted value of all present and future claims under ORS Chapter 656.

(E) An actuarial evaluation shall be performed by a qualified independent actuary on the worker's compensation, retiree insurance and liability sections of the insurance fund at least once every three years.

Section 3. MCC 2.60.130 is amended to read as follows:

2.60.130. Risk management function.

(A) The ~~office of the chair~~ **Department of Support Services** shall direct and manage ~~all risk management and employee health and benefit insurance~~ programs for ~~Multnomah~~ **the County**. ~~Authority granted to the Department may be delegated to the Risk Management Section of the Finance Division.~~ The ~~Authority granted to the Department~~ includes, but is not limited to, the following ~~authority~~:

- (1) To purchase all insurance coverage required by law and contracts, or desirable for the effective and efficient operation of County government ~~including, but not limited to: casualty insurance, property insurance, workers' compensation insurance, and other specialty forms of coverage;~~
- (2) To consolidate insurance coverage and combine with self-insurance as is in the best interest of the County;

**(B) The Department of Support Services in consultation with County Counsel shall direct and manage all risk management and loss prevention programs for the County. The authority granted includes, but is not limited to, the following:**

**(3) (1) To acquire actuarial, claims management, investigative and appraisal services for insured and self-insured program administration;**

**(4) (2) To promulgate rules and procedures to govern the administration of the County's insurance and risk management activities;**

**(5) (3) To administer all loss prevention activities and claims arising from and out of the County's operations including, but not limited to, the County's general, auto and professional liability, auto, property, workers' compensation, employee health care life and disability benefits and unemployment claims exposures;**

**(6) (4) To coordinate the claims activity internally and/or with contracted claims service providers, legal counsel, department management and insurance companies;**

**(7) (5) To identify loss exposures and administer programs to control and minimize losses sustained on to County assets, and property, employees and the general public doing business with the County;**

**(8) (6) To develop and maintain an information system for timely and accurate recording of loss experience, insurance premiums, property values, insurance fund cash flow and reserving obligations and other identified risk related information;**

**(9) (7) To develop manuals and programs for training County personnel on loss control/safety programs and activities techniques;**

**(10) (8) To ascertain that contributions to the fund are adequate and appropriations and reserve balances are financially and actuarially sound.**

(B) (C) The ~~planning and budget division and finance division~~ **Department of Support Services** shall ~~may~~ apportion to and collect from each County department, office, board, or commission its contribution ~~to a total sum~~ for loss reserves, **risk management and County Counsel** ~~administrative~~ expenses, insurance premiums and loss expenditures. The contribution shall be based, wherever appropriate, upon the relative exposure and loss experience of each department for each aspect of risk and will be maintained in the fund and subject to annual budgetary approval.

Section 4. MCC 2.60.140 is amended to read as follows:

2.60.140. **Risk assessment and loss prevention.**

Departments shall be responsible to conform to county, state and federal safety standards. ~~Each~~ Administrators, managers, and supervisors shall be responsible to conduct ~~their his/her~~ operations in a manner which will safeguard the County's assets from loss or damage and employees from employment-related illness and injury. **Each department in consultation with the Department of Support Services and County Counsel shall identify significant risks to the general public doing business with the County, County employees and County property. Where significant risks are identified, the Department of Support Services and County Counsel will recommend remedial action. Departments will be taken** take action to reduce these exposures **within available County resources.** Managers are responsible for reporting all losses or claims to the ~~risk management division~~ **Department of Support Services**, regardless of size of loss, in a timely manner as directed by County administrative procedures. **The Department of Support Services** ~~Risk management~~ is responsible for ensuring that mechanisms exist for reporting, record keeping and follow-up and that these are known throughout the County.



Section 5. MCC 2.60.050 is amended as follows:

2.60.050. Authority.

Authority for settlement of general liability claims **and litigation** against the County or its employees ~~and to enter into disputed claim settlements in workers' compensation cases~~ shall rest with the County Chair or ~~his/her~~ **the Chair's** designee, except that claims arising out of the sheriff's office shall be settled upon authority of the sheriff or the sheriff's designee.

Section 6. Effective Date.

This Ordinance shall become effective on July 1, 1998.

ADOPTED this \_\_\_\_ day of April, 1998, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

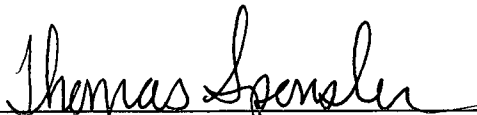
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

  
Thomas Sponsler, County Counsel

H:/Data/Advisory/Ordinances/165 Risk Management/Loss Prevention

Section 5. MCC 2.60.050 is amended as follows:

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Authority for settlement of general liability claims **and litigation** against the County or its employees ~~and to enter into disputed claim settlements in workers' compensation cases~~ shall rest with the County Chair or ~~his/her~~ **the Chair's** designee, except that claims arising out of the sheriff's office shall be settled upon authority of the sheriff or the sheriff's designee.

Section 6. Effective Date.

This Ordinance shall become effective on July 1, 1998.

ADOPTED this 9th day of April, 1998, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

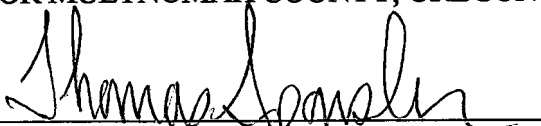
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

---

Thomas Sponsler, County Counsel

H:/Data/Advisory/Ordinances/165 Risk Management/Loss Prevention

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

**ORDINANCE NO. 904**

An Ordinance Amending Risk Management Code Provisions of MCC 2.60

(Shaded Language is to be deleted; Bold Language is new)

Multnomah County ordains as follows:

Section 1. MCC 2.60.115 is amended as follows:

2.60.115. Risk management policy.

The Board ~~of County Commissioners~~ recognizes that ~~a~~ **coordinated risk assessment and management, and loss prevention programs** are important to the preservation of County assets, the **health and safety of its** County employees, and the financial interest of Multnomah County's residents. **Risk management includes identifying potential loss exposures, analyzing alternatives, selecting and implementing loss reduction methods, and evaluating the results.** Multnomah County's ~~policy, with respect to the management of all risks of accidental loss,~~ shall have as its objectives:

(A) **The prevention of accidental loss by the creation and administration of a proactive approach to loss prevention and reduction, risk assessment and management. The County will work to create a service environment in which County employees and members of the public can enjoy safety and security while transacting County business.**

~~(A)~~ (B) **The protection of the County against the financial consequences of accidental losses.**

~~(B)~~ (C) **The preservation of the County's assets and public service capabilities from loss, destruction, or depletion.**

(C) (D) The promotion of a balanced, comprehensive and cost-effective mix of exposure identification, risk evaluation, risk treatment and program implementation and monitoring activities.

(E) The minimization of the long-term cost to the County of all activities related to the identification, prevention and control of accidental losses and their consequences.

(D) (F) The creation of a coordinated risk management and employee health and benefits program with internal procedures for incident and claim reporting of all incidents, claims and losses incurred by the County, providing a constant assessment of fluctuating exposure to loss, loss-bearing capacity and available financial resources, including insurance.

(E) The establishment, to the extent possible of an exposure-free County work and service environment in which County employees as well as members of the public can enjoy safety and security in the course of their daily activities.

Section 2. MCC 2.60.120 is amended as follows:

2.60.120. Insurance fund Risk management fund

(A) *Definitions:* The County has an insurance fund, an internal service fund, a risk management fund (fund) created by the Board of County Commissioners separate from the general fund. The fund was created to centrally account for all expenditures and reserves associated with the protection of the County's assets, employees, programs and operations. Accounts are established in The fund will account for the financing administration of the workers' compensation, general liability, auto liability, property, employee medical/dental employees' benefits, legal services, life insurance, long-term disability, retiree insurance,

unemployment and insured and self-insured programs provided for in the County's adopted budget.

(B) *Revenue Sources:* Appropriations to the fund will be made as provided in MCC

2.60.130(B)

(B) *Disbursements:* In accordance with ordinance and administrative procedures,

the The following expenditures may be charged to the insurance fund accounts:

- (1) Insurance premiums for County operations;
- (2) Costs and expenses related to administration, investigation, adjustment and litigation of all insured and uninsured claims, and loss arising from the County's operations;
- (3) All costs for repairing and replacing personal property, money, and improvements to real property owned or leased by the County to the extent the County has contractually assumed risk of loss, where such property losses are within the coverage and retention level of insurance coverage carried by the County;
- (4) Assessments, licenses, fees, and bonds related to programs funded under

Section (A) required promulgated by state law statute;

- (5) Employee workers' compensation claim expenditures in accordance to applicable statutes;
- (6) County risk management administration and legal services expenses;
- (7) Loss prevention programs and projects may be funded by the insurance fund if they:
  - (a) Are clearly targeted toward loss control, and are inappropriate for either a budget modification or the regular budget process, or

(b) Are beneficial to all departments, or

(c) (b) Reduce the costs of loss immediately, or

(d) (c) Reduce the administrative costs of the risk management program, or

(e) (d) are mandated by state or federal law and affect more than one department.

Capital projects are excluded unless specifically approved by the Board of County commissioners.

(8) County unemployment obligations and related administrative expenditures;

(9) Employee medical/dental health care claims and insurance claims, health promotion programs, and related administrative expenditures;

(10) Any other insurance or self-insurance related expenditures as deemed appropriate by the County Chair within standard budgetary procedures;

(11) Cost and expenses related to any legal action, matter or proceeding in any court or tribunal when authorized by the Chair, Board, Sheriff or Auditor.

(C) *Fund Reporting.* A report shall be provided annually to the County Chair and Board of County commissioners on the financial status of the insurance fund accounts.

(D) *Fund equity and cash balance.* The insurance fund (equity and cash) balance shall be maintained at a level to pay all claims, premiums, disbursements administration expenditures, reserves and incurred but not reported (IBNR) claims. Amounts shall not be transferred from the insurance fund unless a program defined by subsection (A) MCC 2.60.120(A) is discontinued without further financial obligation and/or it is determined by a qualified independent actuary that the fund level may be adjusted.

(1) In order to obtain an exemption from the security deposit requirement under Oregon Revised Statute 656.407, the worker's compensation reserves established by

the actuarial evaluation performed under MCC 2.60.120(F) are dedicated for payments of compensation and amounts due the director of the Department of Insurance and Finance of the State of Oregon. The director of the department of insurance shall have first lien and priority rights to the full amount of the worker's compensation funds required to pay the present discounted value of all present and future claims under ORS Chapter 656.

(E) An actuarial evaluation shall be performed by a qualified independent actuary on the worker's compensation, retiree insurance and liability sections of the insurance fund at least once every three years.

Section 3. MCC 2.60.130 is amended to read as follows:

2.60.130. Risk management function.

(A) The ~~office of the chair~~ Department of Support Services shall direct and manage all risk management and employee health and benefit insurance programs for Multnomah the County. Authority granted to the Department may be delegated to the Risk Management Section of the Finance Division. The Authority granted to the Department includes, but is not limited to, the following authority:

- (1) To purchase all insurance coverage required by law and contracts, or desirable for the effective and efficient operation of County government including, but not limited to: casualty insurance, property insurance, workers' compensation insurance, and other specialty forms of coverage;
- (2) To consolidate insurance coverage and combine with self-insurance as is in the best interest of the County;

**(B) The Department of Support Services in consultation with County Counsel shall direct and manage all risk management and loss prevention programs for the County. The authority granted includes, but is not limited to, the following:**

**(3) (1) To acquire actuarial, claims management, investigative and appraisal services for insured and self-insured program administration;**

**(4) (2) To promulgate rules and procedures to govern the administration of the County's insurance and risk management activities;**

**(5) (3) To administer all loss prevention activities and claims arising from and out of the County's operations including, but not limited to, the County's general, auto and professional liability, auto, property, workers' compensation, employee health care life and disability benefits and unemployment claims exposures;**

**(6) (4) To coordinate the claims activity internally and/or with contracted claims service providers, legal counsel, department management and insurance companies;**

**(7) (5) To identify loss exposures and administer programs to control and minimize losses sustained on to County assets, and property, employees and the general public doing business with the County;**

**(8) (6) To develop and maintain an information system for timely and accurate recording of loss experience, insurance premiums, property values, insurance fund cash flow and reserving obligations and other identified risk related information;**

**(9) (7) To develop manuals and programs for training County personnel on loss control/safety programs and activities techniques;**

**(10) (8) To ascertain that contributions to the fund are adequate and appropriations and reserve balances are financially and actuarially sound.**



**(B) (C) The planning and budget division and finance division Department of Support Services shall may** apportion to and collect from each County department, office, board, or commission its contribution **to a total sum** for loss reserves, **risk management and County Counsel administrative** expenses, insurance premiums and loss expenditures. The contribution shall be based, wherever appropriate, upon the relative exposure and loss experience of each department for each aspect of risk and will be maintained in the fund and subject to annual budgetary approval.

Section 4. MCC 2.60.140 is amended to read as follows:

**2.60.140. Risk assessment and loss prevention.**

Departments shall be responsible to conform to county, state and federal safety standards. **Each** Administrators, managers, and supervisors shall be responsible to conduct **their his/her** operations in a manner which will safeguard the County's assets from loss or damage and employees from employment-related illness and injury. **Each department in consultation with the Department of Support Services and County Counsel shall identify significant risks to the general public doing business with the County, County employees and County property. Where significant risks are identified, the Department of Support Services and County Counsel will recommend remedial action. Departments will be taken** take action to reduce these exposures **within available County resources.** Managers are responsible for reporting all losses or claims to the **risk management division Department of Support Services,** regardless of size of loss, in a timely manner as directed by County administrative procedures. **The Department of Support Services Risk management** is responsible for ensuring that mechanisms exist for reporting, record keeping and follow-up and that these are known throughout the County.

Section 5. MCC 2.60.050 is amended as follows:

2.60.050. Authority.

Authority for settlement of general liability claims **and litigation** against the County or its employees ~~and to enter into disputed claim settlements in workers' compensation cases~~ shall rest with the County Chair or ~~his/her~~ **the Chair's** designee, except that claims arising out of the sheriff's office shall be settled upon authority of the sheriff or the sheriff's designee.

Section 6. Effective Date.

This Ordinance shall become effective on July 1, 1998.

ADOPTED this 23rd day of April, 1998, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

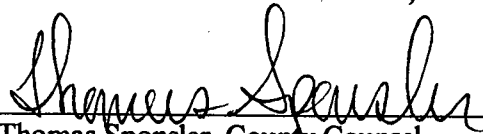


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

  
Thomas Sponsler, County Counsel

H:/Data/Advisory/Ordinances/165 Risk Management/Loss Prevention

APR 16 1998  
MEETING DATE: April 9, 1998  
AGENDA #: R-5 R6  
ESTIMATED START TIME: 10:15 am  
APR 23 1998  
C-3 9:57

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

9:30

SUBJECT: Intergovernmental Agreement with the City of Gresham

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: Thursday, April 9, 1998

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental

DIVISION: Chair Beverly Stein

CONTACT: John Rakowitz

TELEPHONE #: 306-5797

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: John Rakowitz

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 501108 with the City of Gresham Establishing a  
Permanent Revenue Sharing Formula for the Community Service Fee Paid by LSI

Logic per the Strategic Investment Program

5/4/98 originals to John Rakowitz

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

*Beverly Stein*

(OR)

DEPARTMENT

MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
98 APR - 2 PM 7:25  
MULTNOMAH COUNTY  
OREGON

# **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: John Rakowitz, Chair's Office

DATE: 4/8/98

RE: Community Service Fee Revenue Sharing Formula

---

1. **Recommendation/Action Requested:**

Board approval is requested for the Intergovernmental Agreement with the City of Gresham establishing a permanent revenue sharing formula for the Community Service Fee.

2. **Background/Analysis:**

The 1995 Strategic Investment Program (SIP) Agreement entered into by Multnomah County, City of Gresham and LSI Logic provides that LSI Logic will pay a Community Service Fee equal to 25 % of the property taxes abated, not to exceed two million dollars in any tax year.

The first tax abatement and Community Service Fee revenues are expected to occur in tax year 1998-99.

Oregon law requires Multnomah County to distribute the Community Service Fees based upon an agreement with Gresham, the City within which the project is located.

Multnomah County and the City of Gresham recently conducted a joint analysis to examine potential revenue sharing options. The analysis included a review of state statutes, Multnomah County SIP policies and existing property tax formulas.

This analysis concluded the most equitable approach would be to model the formula after the property tax distribution rates in effect.

The recommended formula of 53 % Multnomah County/47 % Gresham reflects the approximate share each jurisdiction would have received if no SIP abatement program existed.

This rate will be applied annually to the CSF revenues after the established SIP administration costs are deducted.

3. Financial Impact:

The total estimated Community Service Fee revenues anticipated over the life of the agreement is approximately 25 million dollars. This Intergovernmental Agreement establishes a permanent source of non-general fund revenue to fund SIP administration costs for the life of the SIP agreement. Multnomah County's share of community service fee revenues will be a subject of the annual budget process.

4. Legal Issues:

There are no known legal issues associated with this agreement.

5. Controversial Issues:

There are no known controversial issues associated with this agreement.

6. Link to Current County Policies:

The County/City distribution agreement required by Oregon law was not a matter addressed in the SIP agreement or the County SIP policy.

7. Citizen Participation:

This agreement will be considered for Board action at a regular public meeting.

8. Other Government Participation:

The formula established in the Intergovernmental Agreement was the result of the joint City/County analysis. Gresham City Council unanimously approved this Intergovernmental Agreement at its regular meeting on 4/7/98.

# SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners  
FROM: John Rakowitz, Chair's Office  
DATE: 4/1/98  
RE: Community Service Fee Revenue Sharing Formula

---

1. Recommendation/Action Requested:

Board approval is requested for the Intergovernmental Agreement with the City of Gresham establishing a permanent revenue sharing formula for the Community Service Fee.

2. Background/Analysis:

The 1995 Strategic Investment Program (SIP) Agreement entered into by Multnomah County, City of Gresham and LSI Logic provides that LSI Logic will pay a Community Service Fee equal to 25 % of the property taxes abated, not to exceed two million dollars in any tax year.

The first tax abatement and Community Service Fee revenues are expected to occur in tax year 1998-99.

Oregon law requires Multnomah County to distribute the Community Service Fees based upon an agreement with Gresham, the City within which the project is located.

Multnomah County and the City of Gresham recently conducted a joint analysis to examine potential revenue sharing options. The analysis included a review of state statutes, Multnomah County SIP policies and existing property tax formulas.

This analysis concluded the most equitable approach would be to model the formula after the property tax distribution rates in effect.

The recommended formula of 53% Multnomah County/47% Gresham reflects the approximate share each jurisdiction would have received if no SIP abatement program existed.

This rate will be applied annually to the CSF revenues after the established SIP administration costs are deducted.

3. Financial Impact:

The total estimated Community Service Fee revenues anticipated over the life of the agreement is approximately 25 million dollars. This Intergovernmental Agreement establishes a permanent source of non-general fund revenue to fund SIP administration costs for the life of the SIP agreement. Multnomah County's share of community service fee revenues will be a subject of the annual budget process.

4. Legal Issues:

There are no known legal issues associated with this agreement.

5. Controversial Issues:

There are no known controversial issues associated with this agreement.

6. Link to Current County Policies:

The County/City distribution agreement required by Oregon law was not a matter addressed in the SIP agreement or the County SIP policy.

7. Citizen Participation:

This agreement will be considered for Board action at a regular public meeting.

8. Other Government Participation:

The formula established in the Intergovernmental Agreement was the result of the joint City/County analysis. Gresham City Council is expected to consider this Intergovernmental Agreement in the immediate future.

**ESTIMATED ADMINISTRATIVE COSTS OF THE STRATEGIC  
INVESTMENT PROGRAM**

**Detail**

Year	County Admin cost
1998-1999	\$ 100,000.00
1999-2000	\$ 100,000.00
2000-2001	\$ 100,000.00
2001-2002	\$ 100,000.00
2002-2003	\$ 100,000.00
2003-2004	\$ 75,000.00
2004-2005	\$ 75,000.00
2005-2006	\$ 75,000.00
2006-2007	\$ 75,000.00
2007-2008	\$ 75,000.00
2008-2009	\$ 50,000.00
2009-2010	\$ 50,000.00
2010-2011	\$ 50,000.00
2011-2012	\$ 50,000.00
2012-2013	\$ 50,000.00
<b>Total</b>	<b>\$1,125,000.00</b>

Note: LSI Logic advanced \$197,000 in CSF money from 95-98 to the County for administrative purposes.





# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 501108

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 <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-3</u> DATE <u>4/23/98</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department Non-Departmental Division Chair Beverly Stein Date April 2, 1998Contract Originator John Rakowitz Phone 306-5797 Bldg/Room 106/1515Administrative Contact John Rakowitz Phone 306-5797 Bldg/Room 106/1515

Description of Contract Community Service Fee Revenue Sharing Formula Intergovernmental Agreement with the City of Gresham Paid by LSI Logic per the Strategic Investment Program

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name City of Gresham  
 Mailing Address 1333 NW Eastman Parkway  
Gresham, Or. 97030-3813

Phone \_\_\_\_\_

Employer ID# or SS# \_\_\_\_\_

Effective Date Upon execution

Termination Date \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

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

LSI Logic Corporation  
 23400 NE Glisan, Gresham, Or. 97030  
 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 April 23, 1998

Date \_\_\_\_\_

Date 4-3-98Date April 23, 1998

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.											
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

## **COMMUNITY SERVICE FEE REVENUE SHARING FORMULA INTERGOVERNMENTAL AGREEMENT**

Pursuant to ORS 190.010, MULTNOMAH COUNTY through the Strategic Investment Program (COUNTY) and CITY OF GRESHAM (CITY) enter into the following Intergovernmental Agreement:

### **RECITALS**

1. The COUNTY, the CITY and LSI Logic Corporation (LSI) entered into a Strategic Investment Program Contract (the SIP contract) on August 3, 1995.
2. Pursuant to SIP contract provision II.B.1 and ORS 285.330, LSI agreed to pay a Community Service Fee (CSF) equal to 25% of the property taxes abated, not to exceed two million dollars, in any tax year under the Strategic Investment Program. The CSF is estimated at 25 million dollars over the life of the SIP contract.
3. Pursuant to ORS 285.330 the COUNTY and the CITY must enter into an agreement to determine the distribution of the CSF.
4. It is anticipated by the parties that the first year of tax abatements and payment of a CSF will occur in tax year 1998-99. The first payment, pursuant to the SIP contract, will be made prior to November 15, 1998.
5. The COUNTY and the CITY conducted an analysis to determine an equitable basis for a long term CSF revenue sharing agreement.
6. The analysis included the SIP law, Multnomah County SIP policy and existing property tax distribution formulas already in existence.
7. The analysis concluded that the best approach to the distribution formula was to model it after existing property tax distribution processes and to fix the formula for the term of the SIP agreement (maximum of 15 years). The formula is based on an average of property tax rates over the last four years. The formula reflects the approximate share of revenue each jurisdiction would have received if no SIP tax abatement program existed.
8. The COUNTY and the CITY have determined that a distribution formula will be in the best interests of both jurisdictions, with actual expenditures determined in the annual budget process of each jurisdiction.

## TERMS AND CONDITIONS

9. SIP direct administrative costs (as set out in Exhibit 1 attached) shall be deducted first from the annual CSF payment made by LSI. Formula distributions to the COUNTY and CITY are the net proceeds after deduction of the SIP administrative costs.
10. The COUNTY shall disburse to the CITY 47% of the net CSF proceeds collected each year from LSI.
11. The COUNTY shall retain 53% of the net CSF proceeds collected each year from LSI.
12. The COUNTY and the CITY agree that each jurisdiction is solely responsible for determining the use of their proportionate share of the CSF funds.
13. This agreement is effective upon execution by both parties and terminates when no tax abatement benefit accrues to LSI and no CSF is paid by LSI to COUNTY. It is anticipated to be in effect for 15 years beginning November, 1998.

MULTNOMAH COUNTY

  
Beverly Stein, Chair  
Multnomah County Commissioners

April 23, 1998

Date

CITY OF GRESHAM

\_\_\_\_\_  
Gussie McRobert  
Mayor, City of Gresham

\_\_\_\_\_  
Date

Reviewed:

  
Sandra N. Duffy  
Chief Assistant County Counsel

Reviewed:  
City Attorney

\_\_\_\_\_  
Richard Faus  
Sr. Asst. City Attorney

H:\Data\Advisory\Duffy\Community Service Fee.IGA.doc

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 4/23/98  
DEB BOGSTAD  
BOARD CLERK

# ADMINISTRATIVE COSTS OF THE STRATEGIC INVESTMENT PROGRAM

## Detail

Year	County Admin cost
1998-1999	\$ 100,000.00
1999-2000	\$ 100,000.00
2000-2001	\$ 100,000.00
2001-2002	\$ 100,000.00
2002-2003	\$ 100,000.00
2003-2004	\$ 75,000.00
2004-2005	\$ 75,000.00
2005-2006	\$ 75,000.00
2006-2007	\$ 75,000.00
2007-2008	\$ 75,000.00
2008-2009	\$ 50,000.00
2009-2010	\$ 50,000.00
2010-2011	\$ 50,000.00
2011-2012	\$ 50,000.00
2012-2013	\$ 50,000.00
<b>Total</b>	<b>\$1,125,000.00</b>

Note: LSI Logic advanced \$197,000 in CSF money from 95-98 to the County for administrative purposes.

Meeting Date: APR 16 1998  
Agenda No: R-8 R-9  
Estimated Start time: 10:30 am 9:50

(Above Space for Board Clerk's Use ONLY)

APR 23 1998

**AGENDA PLACEMENT FORM**

C-4  
9:30

SUBJECT: Exempt Employee Job Title and Salary Range Revisions

BOARD BRIEFING

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

Requested by: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING:

Date Requested: April 9

Amount of Time Needed: 10 minutes

DEPARTMENT: Support Services

DIVISION: Employee Services

CONTACT: Rudy Williams

TELEPHONE #: x83113

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Rudy Williams

ACTION REQUESTED:

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

SUGGESTED AGENDA TITLE:

An ordinance amending Ordinance No. 880, in order to add and delete exempt pay ranges and titles and to make special adjustments.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *Vickie L. Jones*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
98 MAR 25 AM 9:12  
MULTNOMAH COUNTY  
OREGON



# 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 97293

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Vickie Gates, Director  
Department of Support Services

DATE: March 25, 1998

REQUESTED PLACEMENT DATE: April 9, 1998

RE: An ordinance amending Ordinance No. 880, in order to add and delete exempt pay ranges and titles and to make a special adjustment.

I. Recommendation/Action Requested: Adoption of Ordinance.

II. Background/Analysis: The Board adopted a new exempt employee compensation system, effective July 1, 1991. Since that time, the Personnel Section has kept the system up to date by bringing periodic changes to the Board. This is the most recent update.

Section II of the ordinance deletes four (4) titles that are no longer needed, due to departmental reorganization of responsibilities.

Section III adds two (2) titles that are necessary due to departmental reorganization of responsibilities. As each new position is created, the Board has or will consider a budget modification that adds the position and specifies the funding source for the position.

Section IV awards a special adjustment to one of the Employee Services Specialist 2's in the Training and Organizational Development unit of the Employee Services Division. This special adjustment is needed to bring into alignment the salaries of the three Specialists that have been appointed within the last year and a half in this section. The employee in question transferred from the Health Department and no salary review was done at that time. Since two additional employees have been hired at higher salary rates, it is necessary to review this salary to maintain equity among the staff in this unit.

III. Financial Impact: The special adjustment will cost about \$10,000 during the current fiscal year; the additional cost will be absorbed within current budgeted funds for this unit.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: Ordinance No. 855 requires that the exempt compensation plan be kept current..

VII. Citizen Participation: None.

VIII. Other Government Participation: None

c: Rudy Williams  
Shery Stump

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS

2                   FOR MULTNOMAH COUNTY OREGON

3                   ORDINANCE No. \_\_\_\_\_

4           An ordinance amending Ordinance No. 880, in order to add and delete exempt  
5 pay ranges and titles and to make special adjustments.

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 County's policy to establish an exempt compensation plan that  
11 provides such pay as necessary for the County to recruit, select, and retain qualified  
12 management, supervisory, administrative, and professional employees; that recognizes  
13 employee performance, growth, and development; that maintains an appropriate  
14 internal relationship among classifications and employees based on job responsibilities,  
15 qualifications, and authority; and that maintains parity between equivalent exempt and  
16 non-exempt positions.

17          C) The Personnel Officer is responsible for developing and recommending  
18 compensation plan adjustments to the Multnomah County Board of Commissioners.

19   Section II. Deletion of Job Titles.

20          The following job titles established in Exhibit A of Ordinance No. 880 are deleted,  
21 effective January 1, 1998:



- 1                   Assessment & Taxation Manager/Senior
- 2                   Equipment Unit Administrator
- 3                   Library Administrator/Central
- 4                   Property/Commissary/Laundry Administrator

5   Section III. Addition of Job Titles and Ranges.

6                   The following job titles and pay ranges are added to Exhibit A of Ordinance No.  
7   880, effective January 1, 1998:

8	<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
9	Auxiliary Services Admin	\$46,721	\$56,065	\$65,409
10	Clinical Program Pharmacist	\$56,065	\$60,737	\$65,409

11   Section IV. Special Adjustment.

12                   The following employee will receive a one-time salary adjustment, effective July  
13   1, 1997, to the following annual salary rate. This adjustment is necessary to maintain  
14   appropriate internal and external relationships among exempt employees.

15	<u>Employee</u>	<u>Job Title</u>	<u>Annual Salary</u>
16	April Lewis	Employee Services Spec 2	\$46,152

1 ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_,  
2 1998, being the date of its second reading before the Board of County Commissioners  
3 of Multnomah County, Oregon.

4  
5 By \_\_\_\_\_

6 Beverly Stein, Chair

7 MULTNOMAH COUNTY, OREGON  
8  
9  
10  
11  
12

13 REVIEWED:

14 TOM SPONSER, COUNTY COUNSEL FOR

15 MULTNOMAH COUNTY, OREGON  
16  
17  
18

19 

20 Tom Sponsler, County Counsel  
21

BUDGET MODIFICATION NO. DSS 49

APR 23 1998

C-5

APR 16 1998

(For Clerk's Use) Meeting Date APR 23 1998Agenda No. C-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR April 2, 1998  
(Date)

DEPARTMENT Support Services DIVISION Emergency ManagementCONTACT Mike Gilsdorf TELEPHONE 618-2526\*NAME (s) OF PERSON MAKING PRESENTATION TO BOARD Mike Gilsdorf

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

Budget Modification requesting authorization to recognize \$33,500 additional revenues received and/or to be received.

(Estimated Time Needed on the Agenda)

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

The FY-1998 budget for the Hazardous Material Spill account was prepared based on \$30,000 projected revenue. Actual revenue received has totaled to \$43,113 an increase of \$13,113 over the projected revenue. Funds are received from the State Fire Marshall's Office for reimbursement of hazardous materials responses made by the Multnomah County/Gresham Hazardous Materials Team.

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

This budget modification will increase revenue funds to the Hazardous Material Program and the Emergency Management program.

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

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

After this modification \$           

CLERK OF  
COUNTY COMMISSIONERS  
98 MAR 25 AM 9:12  
MULTNOMAH COUNTY  
OREGON

Originated by <u>Mike Gilsdorf</u>	Date <u>11 mar 98</u>	Department Manager <u>Vickie [Signature]</u>	Date <u>3/18/98</u>
Budget Analyst <u>J. Mark Campbell</u>	Date <u>3-23-98</u>	Personnel Analyst <u>Donald [Signature]</u>	Date <u>3-23-98</u>
Board Approval <u>Deborah C. [Signature]</u>		<u>April 23, 1998</u>	Date

DSS #9

EXPENDITURE  
TRANSACTION EB {}

GM {} TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY 1998

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	070	7351			6060	20,000	36,750	+16,750		HM- Pass Thru
		156	070	7351			6230	0	1,279	+ 1,279		HM - Supplies
		156	070	7351			6270	0	500	+ 500		HM - Food
		156	070	7351			6310	10,000	21,750	+11,750		HM - Training
		156	070	7351			7150	0	500	+ 500		HM - Telephone
		156	070	7351			7100	0	600	+ 600		HM - Indirect Cost
		156	070	7301			6140	0	300	+ 300		EM - Telephone
		156	070	7301			6180	2,000	2,344**	+ 344		EM - Repair & Maintenance
		156	070	7301			7200	0	100	+ 100		EM - Internal Data Processing
		156	070	7301			6310	1,738	3,115	+ 1,377		EM - Training
		156	070	7301			7550	8,870	7,906.25	- 963.25		EM - Cap. Lease Ret.
		156	070	7301			7350	778	1,741.25	+ 963.25		EM - Electronics
		156	070	7301			6110	1,000	0	- 1,000		EM- Professional Services
		156	070	7301			6180	2,344**	3,344	+ 1,000		EM - Repair & Maintenance
TOTAL EXPENDITURE CHANGE										+33,500		

REVENUE  
TRANSACTION EB {}

GM {} TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY 1998

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	070	7351			4140	30,000	56,188	29,688		15,462 HM revenue rcv' & @14,000 projected to be rcv'd
		156	070	7351			2080	0	3,812	3,812		1,422 training reim. rcv'd & 2,388 projected to be rcv'd
TOTAL REVENUE CHANGE										+33,500		TOTAL REVENUE CHANGE

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE GILSDORF  
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: March 6, 1998

REQUESTED PLACEMENT DATE: April 2, 1998

RE: Office of Emergency Management request for budget modification approval.

I. Recommendation/Action Requested:

Approve budget modification for the Office of Emergency Management to recognize \$33,500 in additional revenues received and/or to be received from the State Fire Marshall's Office for Hazardous Materials spill responses.

II. Background/Analysis:

The FY-1998 budget for the Hazardous Material Spill account was prepared based on \$30,000 projected revenue. Actual revenue received has totaled to \$43,113 an increase of \$13,113 over the projected revenue. The \$43,113 revenue is comprised of a FY 97 carryover of \$26,227 and current \$16,886 in hazardous spills and training reimbursement received. An additional of \$16,800 is projected for hazardous spills and training reimbursement.

Funds are received from the State Fire Marshall's Office for reimbursement of hazardous materials responses made by the Multnomah County/Gresham Hazardous Materials Team.

III. Financial Impact:

This budget modification will increase revenue funds to the Hazardous Material Program and the Emergency Management program.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

This request is consistent with County budgeting policy for FY 1997- 1998.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

City of Gresham Fire Department. The Hazardous Materials Spill Fund account is used to pay for pass-through money to reimburse Gresham for their portion of the spill response costs in accordance with the current Intergovernment Agreement.

BUDGET MODIFICATION NO.

ADS #1

APR 23 1998

(For Clerk's Use) Meeting Date

APR 16 1998

Agenda No.

C-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 4/16/98

(Date)

DEPARTMENT

AGING AND DISABILITY SERVICES

DIVISION Disability Services

CONTACT

Don Carlson

TELEPHONE

248-3764

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

Jim McConnell/Sharon Miller

SUGGESTED

AGENDA TITLE

(to assist in preparing a description for the printed agenda)

Budget Modification to Increase Position Allocations for the Disability Division  
and to Increase the Budget and Appropriations Schedule for Disability Building Management  
and to Replace State-owned Vehicles.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This Bud Mod creates 3 new Case Manager 2 positions to implement an employment initiative program and a Senior Case Manager position to increase protective services. No additional funding is requested due to savings generated in the Personal Services category during the fiscal year. The Bud Mod requests 1) additional funding authority in the amount of \$313,377 to pay for building management costs which were underbudgeted in the Adopted Budget; 2) additional funding authority in the amount of \$180,000 to replace 16 vehicles which must be returned to the State by November 1998; and additional funding authority in the amount of \$8,775 to pay for the indirect costs on the above building management expenditures.

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

Since the FY 98 Budget was adopted, the State has allocated an additional \$595,198 to ADS for disability services. The Bud Mod increases the Disability Services Title XIX revenue category by \$502,152

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
98 APR - 2 AM 11:20

4. CONTINGENCY STATUS (to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

**PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.**
**ADS #1**
**5. ANNUALIZED PERSONNEL CHANGES**

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

ANNUALIZED					
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
1.00	Case Manager 2	34,452	6,204	6,552	47,208
1.00	Case Manager 2	34,452	6,027	4,656	45,135
1.00	Case Manager 2	34,452	5,778	6,552	46,782
1.00	Case Manager Senior	36,909	6,462	4,656	48,027
4.00	TOTAL CHANGE (ANNUALIZED)	140,265	24,471	22,416	187,152

**6. CURRENT YEAR PERSONNEL DOLLAR CHANGES**

(Calculate costs/savings that will take place this FY; these should explain the actual dollar amounts changed by this BudMod.)

CURRENT FY					
Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
Perm	Add 3 Case Manager 2 positions for 8 months	69,249	12,006	11,900	93,155
Perm	Add 1 Case Manager Senior position for 2 months	6,152	1,078	776	8,006
	(Salary Savings)	-75,401	-13,084	-12,676	-101,161
TOTAL CURRENT FISCAL YEAR CHANGES		0	0	0	0



BUDGET MODIFICATION NO: ADS#1

Expenditure

Transaction E (x)

TRANSACTION DATE: \_\_\_\_\_

ACCOUNTING PERIOD: \_\_\_\_\_

BUDGET FY: \_\_\_\_\_

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
156	11	1992			7400	5,168	20,457	15,289		Building management
156	11	1995			7400	209,508	247,173	37,665		Building management
156	11	1996			7400	131,735	188,824	57,089		Building management
156	11	1997			7400	158,320	263,281	104,961		Building management
156	11	1998			7400	116,983	215,356	98,373		Building management
									313,377	
156	11	1992			8400	10,200	190,200	180,000		Purchase 16 vehicles
									180,000	
156	11	1992			7100	192,542	201,317	8,775		Indirect charge on
									8,775	building mgmt. costs
								502,152	Total Expenditure Change	

Revenue

Transaction R (x)

TRANSACTION DATE: \_\_\_\_\_

ACCOUNTING PERIOD: \_\_\_\_\_

BUDGET FY: \_\_\_\_\_

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
156	11				2636	6,888,219	7,390,371	502,152		DS: Title XIX Medicaid
									502,152	
								502,152	Total Revenue Change	

# MULTNOMAH COUNTY, OREGON

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BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

BUDGET AND QUALITY  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

---

TO: Board of County Commissioners

FROM:   Jim McConnell / Sharon Miller

TODAY'S DATE: March 31, 1998

REQUESTED PLACEMENT DATE: April 16, 1998

SUBJECT: Aging and Disability Services Department Budget Modification #1

---

## I. Recommendation / Action Requested:

The Department requests Board approval of Budget Modification, ADS #1, as explained in this Staff Report.

## II. Background / Analysis:

This requested Budget Modification deals entirely with the Disability Services Division which was transferred to the County effective July 1, 1997. The County is completing its first year of responsibility for this important function. While there was considerable amount of planning for the transfer of this function, last years budget process and the resulting FY 98 Adopted Budget was based on some guess work as to how this function would fit into the County's structure and systems. The Bud Mod is primarily needed to correct some of the guess work that went into the FY 98 Adopted Budget.

ADS #1 addresses the needs of the Disability Services Division. It includes the three following matters: 1) authorizing three additional Case Manager 2 positions and one additional Senior Case Manager position; 2) increasing the expenditure authority to cover unbudgeted building management costs for the Division; and 3) increasing expenditure authority to enable the replacement of 16 vehicles.

### **Case Manager 2 Positions**

In January 1997, prior to the transfer of the Disability function to the County, the State started an Employment Initiative Pilot Program. The purpose of the program was to assist those disabled persons, previously thought to be unemployable, to become successfully employed. The State Disability Office serving Multnomah County was given temporary funding to hire 6 staff for the Pilot Program. Results of the program were not known at the time the Board adopted the FY 98 Budget. Nor was it known,

whether or not, the State would provide permanent funding for the program or at what level. Subsequent to the adoption of the FY 98 Budget and to the transfer of the function to the County, the Disability Division was informed that the State would provide permanent funding for three Case Manager 2 positions. The Disability Division conducted a recruitment and selection process and converted the six temporary positions to three permanent positions. Three of the six incumbents were placed on permanent status to continue the program. In a years time the program has assisted 120 persons to become successfully employed. This request is to approve the creation of the three Case Manager 2 positions. It does not include any request for additional expenditure authority because the Division has secured salary savings during the fiscal year and should be to fund the positions within the amount of the adopted Personal Services budget.

### **Case Manager Senior Position**

The Disability Services Division currently employs three staff at the Case Manager Senior classification to provide protective services to adults with disabilities in the County, regardless of income level. Protective service referrals have increased, and are expected to continue to rise as outreach is done through the Gatekeeper, Helpline and After Hours programs. An additional staff person is needed to assure continued, timely response to citizens at risk. This request is to approve the creation of an additional Case Manager Senior position. It does not include any request for additional expenditure authority because of the salary savings realized during this fiscal year.

### **Building Management Costs**

During the planning for the transfer of the function to the County and the preparation of the FY 98 Budget request, the amount budgeted for the operation and maintenance and rental of buildings used by the Disability Division was substantially lower than the actual amount charged by Facilities Management. The Disability Division operates out of the Central Office in the Mead Building and in four branches located throughout the County. For each location the Adopted FY 98 Budget has underestimated the actual cost for the space. The break down of the request by Disability Division organization unit is as follows:

<b>ORG NAME</b>	<b>LOCATION</b>	<b>FY 98 ADOPTED BUDGET</b>	<b>FY 98 ESTIMATED ACTUAL</b>	<b>ADDITIONAL AMOUNT REQUESTED</b>
DSO Administration	421 SW 5th	5,168	20,457	15,289
DSO East Branch	3552 SE 122nd	209,508	247,173	37,665
DSO West Branch	1139 SW 11th	131,735	188,824	57,089
DSO North Branch	4925 N. Albina	158,320	263,281	104,961
DSO Southeast Branch	2446 SE Ladd	116,983	215,356	98,373
<b>TOTAL</b>		<b>621,714</b>	<b>935,091</b>	<b>313,377</b>

### **Replacing Disability Vehicles**

The Disability Division currently is using 16 vehicles owned by the State of Oregon. Terms of the IGA with the State provide for the vehicles to be returned to the State by November 1998. The Division has worked with the Fleet Management Office to determine the number and type of vehicles needed to efficiently and effectively carryout their work. Based on this analysis it has been determined that the Division needs 4 mid-sized autos and 12 compacts. The Fleet Management Office has determined the best value is to purchase "Program" cars (used rental cars). The estimated cost of such a mid-sized car

ranges from \$11,200 to \$13,500. The estimated cost of the a compact car ranges from \$9,500 to \$10,500. The amount requested is based on the high end of the estimated costs.

### **Revenue Considerations**

Subsequent to the adoption of the FY 98 Budget, the Department received an additional allocation of \$595,198 for the Disability Services function. The Department requests that the Board increase the amount budgeted for Disability Services Title XIX Medicaid by \$502,152 to match the requested increase in expenditure authority.

### **III. Financial Impact:**

This request would add \$502,152 to the Aging and Disability Departments expenditure authority in the Federal and State Fund. The request also is to increase the budgeted amount of revenue for Disability Services Title XIX in the same amount.

### **IV. Legal Issues:**

None

### **V. Controversial Issues:**

None

### **VI. Link to Current County Policies:**

The County has within the past year entered into an IGA with the State of Oregon to assume local responsibility for disability programs in the County. Approval of ADS Bud Mod #1 will further the effort to carry out that decision.

### **VII. Citizen Participation:**

The Disability Services Advisory Committee has considered and is in support of this request.

### **VIII. Other Government Participation:**

The State of Oregon has allocated additional funds to the Department which facilitates this request.

APR 23 1998

C-7

BUDGET MODIFICATION NO:

DA # 10

(For Clerk's Use) Meeting Date:

APR 09 1998

Agenda No:

C-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR March 5, 1998

DEPARTMENT District Attorney DIVISION \_\_\_\_\_  
 CONTACT Thomas Simpson TELEPHONE 248-3863  
 NAME(s) OF PERSON MAKING PRESENTATION TO THE BOARD Mike Schrunk

SUGGESTED AGENDA TITLE

Budget Modification DA#10 requesting the addition of 1.00 District Attorney 3 and .50 Office Assistant 2 to the Termination of Parental Rights Program

(Estimated Time Needed on the Agenda)

## 2. DESCRIPTION OF MODIFICATION

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET.

This is based on a renegotiated contract between the District Attorneys Office and the State of Oregon. The District Attorney and State Office of Services to Children and Families negotiated an increased level of funding for this program during the Fall, 1997. This budget modification adds the new staffing level to the District Attorney's budget.

## 3. REVENUE IMPACT

Add \$45,612.00

## 4. CONTINGENCY STATUS

Originated By:	Date	Department Director	Date
Fred M. Davis, Jr	February 18, 1998	Thomas Simpson	February 18, 1998
Plan/Budget Analyst	Date	Employee Services	Date
<i>J. Mark Campbell</i>	3-23-98	<i>S. Ayers</i>	3-26-98
Board Approval	Date		
<i>Wesley H. Boast</i>	4/23/98		

BOARD OF  
 COUNTY COMMISSIONERS  
 98 MAR 27 PM 1:16  
 MULTNOMAH COUNTY  
 OREGON

# PERSONNEL DETAIL FOR BUDGET MODIFICATION

DA #10

## ANNUALIZED PERSONNEL CHANGES

FTE Increase (Decrease)	POSITION TITLE	ANNUALIZED			
		BASE PAY Increase (Decrease)	Fringe	Insur.	TOTAL Increase (Decrease)
1.0	District Attorney 3	45,207	8,119	5,267	58,594
0.5	Office Assistant 2	19,281	3,463	2,487	25,230
					-
					-
					-
					-
					-
					-
					-
					-
1.5	Total Annualized Change	64,488	11,582	7,754	83,824

## CURRENT YEAR PERSONNEL CHANGES

FTE Increase (Decrease)	Explanation of Change	CURRENT FY			
		BASE PAY Increase (Decrease)	Fringe	Insur.	TOTAL Increase (Decrease)
0.50	District Attorney 3	22,603	4,060	2,634	29,297
0.25	Office Assistant 2	9,640	1,731	1,243	12,615
					-
					-
					-
					-
					-
					-
					-
					-
0.75	Total Current Year Changes	32,244	5,791	3,877	41,912

DA #10

## EXPENDITURE TRANSACTION

FUND	AGENCY	ORG	ACTIVITY	REPTG CAT	OBJECT	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUBTOTAL	Description
156	023	2433			5100				32,244	Base Pay
156	023	2433			5500				5,791	Fringe
156	023	2433			5550				3,877	Insurance
400	070	7522			6580				3,877	Insurance Fund Transfer
156	023	2433			7100				3,700	Indirect
100	075	9120			7700				3,700	Indirect Fund Transfer
TOTAL EXPENDITURE CHANGE									53,189	

## REVENUE TRANSACTION

FUND	AGENCY	ORG	ACTIVITY	REPTG CAT	REVENUE CODE	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUBTOTAL	Description
156	023	2433			2323				45,612	
400	070	7522			6580				3,877	Insurance Fund Transfer
100	075	<del>9120</del>			<del>7700</del>				3,700	Indirect Fund Transfer
		7410			4102					
TOTAL REVENUE CHANGE									53,189	

MICHAEL D. SCHRUNK

***Office Memorandum***

District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: February 18, 1998

REQUESTED PLACEMENT DATE: March 5, 1998

RE: Budget Modification DA#10 adding 1.00 District Attorney 3 and  
.50 Office Assistant 2 to the Termination of Parental Rights Program

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I. Recommendation/Action Requested: Approval of the Budget Modification

II. Background/Analysis: This is based on a renegotiated contract between the District Attorneys Office and the State of Oregon. The District Attorney and State Office of Services to Children and Families negotiated an increased level of funding for this program during the Fall, 1997. This budget modification adds the new staffing level to the District Attorney's budget.

III. Financial Impact:

IV. Legal Issues: N/A

V. Controversial Issues: N/A

VI. Link to Current County Policies: N/A

VII. Other Government Participation: N/A



MEETING DATE: APR 23 1998

AGENDA NO.: C-8

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: \_\_\_\_\_

Requested By: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING Date Requested: \_\_\_\_\_

Amount of Time Needed: n/a

DEPARTMENT: Health

DIVISION: \_\_\_\_\_

CONTACT: \*Karla McFarland

TELEPHONE #: 248-3339

BLDG/ROOM #: 340/2

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Renewal of Intergovernmental Agreement 201348 with Oregon Health Sciences University for the provision of dental services for low-income persons living with HIV/AIDS.

5/4/98 ORIGINALS to Karen Garber

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

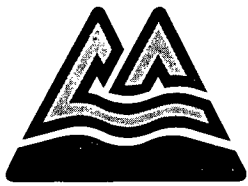
DEPARTMENT MANAGER: \_\_\_\_\_

*Bill Odgaard*

BOARD OF  
COUNTY COMMISSIONERS  
50 APR 12 PM 4:33  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk at 248-3277



# 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

**Date:** March 4, 1998  
**To:** Board of County Commissioners  
**Via:** Bill Odegaard, Health Department Director  
**From:** Dave Houghton, Director, Disease Prevention & Control Division  
**Subject:** Contract #201348 with Oregon Health Sciences University (Russell Street Dental Clinic) for dental services for low-income persons living with HIV

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #201348 with Oregon Health Sciences University for the period March 1, 1998, through February 28, 1999. This agreement is retroactive due to delays in finalizing the contract amount and scope of work for this grant year.
- II. Background/Analysis: The Health Department has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, which provides health care and support services to people living with HIV and AIDS. The CARE Act authorizes emergency funding for the sole purpose of fulfilling the unmet service needs of the HIV-positive affected population.
- OHSU's Russell Street Dental Clinic will continue to receive Ryan White Title I funds to provide dental services for low-income, HIV-positive persons who have no other source of payment for these services. This agreement has been renewed annually since April 1995. OHSU also receives Ryan White funds (through separate agreements) to provide case management and medical care.
- III. Financial Impact: The County will reimburse OHSU at 75% of its published fee schedule plus the actual cost of outside laboratory services, up to a maximum of \$88,705. This agreement is fully funded by the Health Department's federal Ryan White CARE Act Title I grant.
- IV. Legal Issues: None
- V. Controversial Issues: None

March 4, 1998  
Oregon Health Sciences University  
Contract #201348

- VI. Link to Current County Policies: Continuing to collaborate with other government agencies in the provision of health care.
- VII. Citizen Participation: Ryan White Title I funds are allocated through the local HIV Health Services Planning Council. The Council oversees prioritization of funding allocations, advises on allocation procedures, and assists in evaluating administrative procedures. The Council reflects the diversity of the population affected by HIV/AIDS, and consists of a balance of service providers, community representatives and users of services.
- VIII. Other Government Participation: Multnomah County administers Ryan White Title I funds for the Portland Eligible Metropolitan Area (EMA) which consists of Clackamas, Columbia, Multnomah, Washington and Yamhill Counties in Oregon and Clark County Washington; and Ryan White Title II funds for Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington Counties. All counties participate on the various planning councils and committees, and the Health Department has contracts with the Title II counties to provide HIV case management services.

In addition, OHSU receives Title I funds to administer the HIV Case Management Partnership Project, a coalition of 12 governmental and private agencies which provides comprehensive HIV case management services for clients in the EMA. Other governmental agencies participating in the Partnership Project include the Clackamas County Health Department, the U.S. Social Security Administration, the Oregon Senior and Disabled Services Division, and the Oregon Adult and Family Services Division.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 201348  
Amendment #: \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY</b>  <b>BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-8</u> DATE <u>4/23/98</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b> </div>

Department: Health Department Division: Disease Prevention & Control Date: 3/4/98  
 Originator: Karla McFarland Phone: x83339 Bldg/Rm: 340/2  
 Contact: Karen Garber Phone: x29364 Bldg/Rm: 160/7  
 Description of Contract:  
 Dental services for persons living with HIV. (Ryan White Title I funding)

RENEWAL: ☒ PREVIOUS CONTRACT NO(S): 200115, 200066, 201636, 201437  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION NO/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Oregon Health Sciences University</u> Address <u>Russell Street Dental Clinic</u> <u>214 N Russell Street</u> <u>Portland, OR 97201</u> Phone _____ Employer ID# or SS# <u>93-1176109</u> Effective Date <u>March 1, 1998</u> Termination Date <u>February 28, 1999</u> Original Contract Amount \$ <u>88,705</u> Total Amt of Previous Amendments \$ <u>n/a</u> Amount of Amendment \$ <u>n/a</u> Total Amount of Agreement \$ <u>88,705</u>	Dr. David Rosenstein, Director; Carol Dersham, Contracts Officer Remittance address <u>*ADD Attn: Ms Laine Rich</u> (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>(invoice)</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

REQUIRED SIGNATURES:

Department Manager <u>Billi Orlgaard</u>	DATE <u>4/13/98</u>
Purchasing Manager _____	DATE _____
County Counsel <u>Kathy Taylor</u>	DATE <u>4/13/98</u>
County Chair <u>Wendy Dean</u>	DATE <u>April 23, 1998</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE DS3443						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0338		GY04	6060		0383	HIV Dental Care		
02											
03											

Rev. 2/12/98 DIST: Original - Contract Admin, Originator, Accts Payable. If additional space is needed, attach separate page. Write contract # on top of page.

**INTERGOVERNMENTAL AGREEMENT FOR  
DENTAL SERVICES FOR PERSONS LIVING WITH HIV**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, hereafter "COUNTY," and OREGON HEALTH SCIENCES UNIVERSITY, a public corporation, hereafter "OHSU."

WITNESSETH:

WHEREAS, COUNTY has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, which provides funding for health care and support services to persons living with HIV; and

WHEREAS, these funds are allocated to COUNTY to provide services throughout the six-county Portland Eligible Metropolitan Area, in accordance with the priorities established by the Portland-area HIV Services Planning Council; and

WHEREAS, OHSU provides dental services through its School of Dentistry at Project Dental Health (Russell Street Dental Center), located at 214 North Russell Street, Portland, Oregon;

NOW THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM

This Agreement shall become effective when fully executed retroactive to March 1, 1998, and shall expire February 28, 1999, unless sooner terminated under the provisions hereof.

2. DEFINITIONS

As used in this Agreement:

- A. "Center" shall mean Project Dental Health.
- B. "Dental Services" shall mean those professional services (except as expressly limited by Exhibit B, which is attached to this Agreement and herein incorporated by reference) provided by dentists, students, and paradental personnel, including diagnostic, preventive, surgical, and therapeutic services which are prescribed and directed by dentists and performed by dentists, students, and paradental personnel.
- C. "Third-Party Payor" shall mean parties such as insurance organizations, Medicare, Medicaid, or individuals which make payments for dental services rendered to clients.

3. **SERVICES**

OHSU will receive federal Ryan White CARE Act funds to provide dental care services to low-income persons living with HIV.

- A. OHSU shall provide comprehensive dental care services as described in Exhibit A, which is attached to this Agreement and herein incorporated by reference, for a minimum of 100 persons living with HIV.
- B. OHSU shall provide dental services of a quality that is commensurate with the quality of dental care provided to the general public by private dentists in the Portland area.

4. **CLIENT ELIGIBILITY**

OHSU shall screen all individuals for eligibility. To be eligible for services under this Agreement, individuals, who may be self-referred or referred by case managers, outreach workers, health departments or other community agencies, must:

- A. Have medically verifiable HIV disease. OHSU shall meet the federal requirement to document positive HIV serostatus for each person receiving services under this Agreement.
- B. Reside in the six-county Eligible Metropolitan Area (EMA) which consists of the following counties: Clackamas, Columbia, Multnomah, Washington and Yamhill Counties in Oregon, and Clark County, Washington.
- C. Have an income which is less than or equal to 200% of the Federal Poverty Level.
- D. Have no other source of payment for the services provided.

5. **REPORTING AND EVALUATION**

- A. OHSU shall report its progress toward fulfilling minimum service requirements by completing the "Ryan White Services Monthly Summary" report. This report must be submitted to COUNTY by the 15th of each month for services provided during the previous month. Reporting shall include but is not limited to:
  - 1) Number of dental visits.
  - 2) Number of clients served.
  - 3) Unduplicated number of clients served year-to-date.
  - 4) A brief narrative describing progress in implementing/providing services, any difficulties encountered, and steps taken to resolve those difficulties.

B. OHSU shall complete the quarterly "Ryan White AAR Client Services Report" for the calendar year January 1 through December 31, 1998.

1) OHSU shall submit this report to COUNTY by the 15th of April, July, October, and January.

2) The "Administrative Data" section of this report and the AAR "Agency Identification Summary" are to be completed for the fourth quarter (final) submission only.

C. OHSU shall assist with COUNTY's program evaluation, quality assurance and quality improvement efforts. These may include but are not limited to client satisfaction surveys, peer provider surveys, and site visits from COUNTY staff.

D. OHSU shall attend quarterly Ryan White Service Providers meetings convened by COUNTY to share information, discuss evaluation and quality improvement issues, and review any common contractual or programmatic concerns.

6. COMPENSATION

A. COUNTY agrees to pay OHSU a maximum of \$88,705 for the performance of those services provided hereunder, which payment shall be subject to the following terms:

1) Upon receipt of a billing invoice COUNTY shall reimburse OHSU monthly at the following rates:

a) 75% of the Center's published full fee schedule for services rendered, and

b) Actual cost of laboratory services, including but not limited to full and partial dentures.

2) OHSU shall take reasonable steps to ascertain third-party coverage of all clients and shall make reasonable efforts to obtain reimbursement for covered services.

3) Invoices shall be submitted by the 15th day of each month for services provided during the previous month to:

HIV Contract Manager  
Multnomah County Health Department  
20 NE 10th Avenue, 2nd Floor  
Portland, OR 97232

4) Administrative costs billed by OHSU under this Agreement must not exceed 10% of the total Agreement amount. Administrative costs include indirect costs; costs associated with management and oversight of the Agreement; and costs associated with program support, including quality assurance and quality controls.

5) In the event that OHSU does not demonstrate the ability to provide services at the level specified during the Agreement period, COUNTY reserves the right to reduce Agreement funding and reallocate these funds to other Ryan White approved services.

6) Both parties agree that this Agreement is subject to the availability of federal funds.

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1998. 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, either COUNTY or OHSU may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. COUNTY will notify OHSU 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. OHSU shall submit all invoices for services provided under this Agreement within 45 days after the end of the Agreement period. COUNTY shall not be responsible for payment of invoices submitted more than 45 days after the end of the Agreement period.

7. DENTAL AND DENTAL HYGIENE STUDENTS

A. By this Agreement, both parties recognize the teaching opportunities presented by the Center, as well as the potential for increased patient care afforded by access to health professional students.

B. OHSU may allow up to four (4) dental or dental hygiene students to engage in clinical practices at the Center on any regularly scheduled working day, provided that the following conditions are satisfied:

1) Students shall be supervised by a faculty dentist duly authorized by OHSU, within the constraints of the law, to supervise clinical treatment.

2) Center clients shall always be informed when a student will be providing treatment. Any Center client who wishes to refuse service from a students may do so.

8. RESEARCH

A. OHSU shall inform both COUNTY and Center clients, or the person(s) legally responsible for Center clients, of any clinical dental investigations, experiments, or research proposed.

B. Any such investigations, experiments, or research shall be limited by and conducted in accordance with law and accepted medical and dental standards relating to such research. Any investigations, experiments, or research involving human subjects shall be subject to approval by OHSU's Committee on Human Research.



- C. OHSU shall obtain written consent from Center clients, or the person(s) legally responsible for those clients, prior to involving them in any investigations, experiments or research.

9. GRIEVANCES

Grievances involving professional care which are not satisfactorily resolved by the client, COUNTY and OHSU shall be referred to the Multnomah County Dental Association Peer Review Committee for resolution.

10. MAJOR DISASTER OR EPIDEMIC

In the event of any major disaster or epidemic, OHSU shall render dental services insofar as practical, according to its best judgement, within the limitations of such facilities and personnel as are then available, but OHSU shall have no liability or obligation for delay or failure to provide dental services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

11. CIRCUMSTANCES BEYOND OHSU'S CONTROL

In the event that, due to circumstances not reasonably within the control of OHSU, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of OHSU personnel, or similar causes, the rendition of dental services hereunder is delayed or rendered impractical, OHSU shall have not liability or obligation on account of such delay or such failure to provide services.

**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

1. **INDEPENDENT CONTRACTOR STATUS**

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

2. **INDEMNIFICATION**

- A. OHSU shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of OHSU, 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 OHSU, 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**

OHSU 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 ORS Chapter 656.

4. **TAXPAYER IDENTIFICATION NUMBER**

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

5. **SUBCONTRACTS AND ASSIGNMENT**

OHSU shall neither subcontract with others for any of the work prescribed herein, nor assign any of OHSU'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 OHSU.

6. **RECORD CONFIDENTIALITY**

COUNTY and OHSU agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

7. **ACCESS TO RECORDS**

OHSU 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 OHSU as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. OHSU shall permit authorized representatives of COUNTY's 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 OHSU. If an Agreement cost is disallowed after reimbursement has occurred, OHSU will make prompt repayment of such cost.

8. **ADHERENCE TO LAW**

- A. OHSU 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. OHSU 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, marital status, familial status, sexual orientation, or handicap. In that regard, OHSU 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. OHSU 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. **AMENDMENTS**

- 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 OHSU by mail. OHSU shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or OHSU, 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 OHSU, 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 prior written notice to the other party, delivered by certified mail or in person.
- C. COUNTY may terminate this Agreement immediately, effective upon delivery of written notice to OHSU by certified mail or in person, under any of the following conditions:
  - 1) Upon denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by OHSU to provide a service under this Agreement.
  - 2) If OHSU fails to begin services on the date specified in this Agreement, or if OHSU fails to continue to provide service for the entire Agreement period.
  - 3) If COUNTY has evidence that OHSU has endangered or is endangering the health and safety of clients/residents, staff, or the public.

- D. If the Agreement is terminated under this paragraph, COUNTY shall pay OHSU only for services provided in accordance with the Agreement through the day of termination.
- E. Termination under any provision of this paragraph shall not affect any right, obligation or liability of OHSU or COUNTY which accrued prior to such termination.

12. NOTICE OF LITIGATION

Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related 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 pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

15. CERTIFICATION REGARDING LOBBYING

- A. OHSU certifies, to the best of OHSU's knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of OHSU, 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 federally 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, OHSU shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB CIRCULAR A-128

If OHSU is a sub-recipient of federal funds passed through COUNTY, OHSU 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.

OREGON HEALTH SCIENCES  
UNIVERSITY

By M.R. Parelius  
M.R. Parelius, J.D.  
Title Acting Director,  
Research Administration  
Date 4/7/98

MULTNOMAH COUNTY

By Beverly Stein  
Beverly Stein, Multnomah County Chair  
Date April 23, 1998

By Billi Odegaard  
Billi Odegaard, Health Department Director  
Date 4/13/98

By Elizabeth A. Foster for  
Karla McFarland, Program Manager  
Date 4/10/98

REVIEWED:

Thomas Sponsler, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens  
Katie Gaetjens, Assistant County Counsel  
Date 4/13/98

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 4/23/98  
DEB BOGSTAD  
BOARD CLERK

**EXHIBIT A**  
**COVERED BENEFITS**  
**Oregon Health Science University**  
**Dental Services for Persons Living with HIV**

The following dental services shall be provided by OHSU's School of Dentistry at Project Dental Health (PDH) in Portland. Dental services provided at other facilities will not be covered unless specifically authorized by PDH staff. All services are subject to the exclusions and limitations listed in Exhibit B.

<b>PROVIDED SERVICES</b>	<b>BENEFIT COVERAGE</b>
Dental Examinations	Provided in full at PDH
Diagnosis and Treatment Plan	Provided in full at PDH
Patient Counseling and Preventive Procedures	Provided in full at PDH
Emergency Care for Acute Conditions	Provided in full at PDH
Oral Surgery	Provided in full at PDH
Preventive Maintenance	Provided in full at PDH
Restorative Dentistry	Provided at PDH - Salvageable carious teeth restored to functional acceptability. Porcelain and gold fillings provided only when teeth cannot be adequately restored by any other filling materials
Prosthetic Appliances	Provided at PDH - Includes full or partial dentures, bridges, crowns and space maintainers.
Endodontics	Provided at PDH
Periodontics	Provided at PDH - Excludes periodontal surgery.

**EXHIBIT B**  
**EXCLUSIONS**  
**Oregon Health Science University**  
**Dental Services for Persons Living with HIV**

The following dental services shall not be provided under this Agreement:

1. Treatment of any dental condition for which a benefit is payable under workers' compensation laws, occupational disease laws, employers liability laws, or other laws or insurance or self-insurance with similar purposes, whether or not the benefit is actually paid or applied for.
2. Treatment of any dental condition resulting from services in the armed forces of any country or from war, either declared or undeclared.
3. Any services or materials which are paid for or made available by any state or federal agency or under any law, and for which enrollees are not required to pay.
4. Any services or materials furnished by state mental hospitals or by the Veterans Administration of the United States.
5. Any procedures or treatments which are not generally accepted by the dental professional.
6. Dental services provided for purely cosmetic reasons.
7. Services of dentists who are not on the staff of Project Dental Health, except with prior approval of PDH staff.
8. Any procedures which require treatment at institutions providing specialized facilities, except with prior approval of PDH staff.
9. Orthodontic treatment, other than extractions connected therewith or appliances for maintaining and regaining space.
10. Any procedures that require treatment of conditions that are the result of congenital or developmental malformations.
11. Periodontal surgery.
12. Prescribed medications.

MEETING DATE: APR 16 1998 APR 23 1998  
AGENDA NO.: C-8 C-9  
ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement with Oregon Health Sciences University

BOARD BRIEFING Date Requested: \_\_\_\_\_

Requested By: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING Date Requested: \_\_\_\_\_

Amount of Time Needed: n/a

DEPARTMENT: Health DIVISION: \_\_\_\_\_

CONTACT: \*Karla McFarland TELEPHONE #: 248-3339

BLDG/ROOM #: 340/2

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Renewal of Intergovernmental Agreement 201358 with Oregon Health Sciences University for the provision of case management services for low-income persons living with HIV/AIDS.

5/4/98 ORIGINALS TO KAREN GARBER

98 APR - 6 AM 10:12  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

DEPARTMENT MANAGER: Billi Odegard

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk at 248-3277





# 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

**Date:** March 4, 1998  
**To:** Board of County Commissioners  
**Via:** Bill Odegaard, Health Department Director  
**From:** Dave Houghton, Director, Disease Prevention & Control Division  
**Subject:** Contract #201358 with Oregon Health Sciences University for case management services for low-income persons living with HIV

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #201358 with Oregon Health Sciences University for the period March 1, 1998, through February 28, 1999. This agreement is retroactive due to delays in finalizing the contract amount and the scope of work for this grant year.
- II. Background/Analysis: The Health Department has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, which provides health care and support services to people living with HIV and AIDS. The CARE Act authorizes emergency funding for the sole purpose of fulfilling the unmet service needs of the HIV-positive affected population.

OHSU will continue to receive Ryan White Title I funds to provide a program of case management services for low-income, HIV-positive persons who have no other source of payment for these services. Designated the HIV Case Management Partnership Project, the program is a coalition of governmental and private agencies which provide staff and resources to deliver comprehensive case management services. Services will include outreach, a range of client-centered services which link clients and their family members with appropriate levels of health and support services, and ongoing assessment of the clients' and their family members' needs and personal support systems. Services will be delivered by interdisciplinary teams consisting of a nurse case manager, social work case manager and community case manager. The teams will be assigned to sites throughout the Portland metropolitan area.

This contract was awarded through RFP #P952-21-0044 in April 1995 and has been renewed annually. OHSU also receives Ryan White funds (through separate agreements) to provide dental care and medical care for low-income persons living with HIV.

March 4, 1998  
Oregon Health Sciences University  
Contract #201358

- III. Financial Impact: The County will pay OHSU a maximum of \$302,939. This agreement is fully funded by the Health Department's federal Ryan White CARE Act Title I grant.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with other government agencies in the provision of health care.
- VII. Citizen Participation: Ryan White Title I funds are allocated through the local HIV Health Services Planning Council. The Council oversees prioritization of funding allocations, advises on allocation procedures, and assists in evaluating administrative procedures. The Council reflects the diversity of the population affected by HIV/AIDS, and consists of a balance of service providers, community representatives and users of services.
- VIII. Other Government Participation: Multnomah County administers Ryan White Title I funds for the Portland Eligible Metropolitan Area (EMA) which consists of Clackamas, Columbia, Multnomah, Washington and Yamhill Counties in Oregon and Clark County Washington; and Ryan White Title II funds for Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington Counties. All counties participate on the various planning councils and committees, and the Health Department has contracts with the Title II counties to provide HIV case management services.

Other governmental agencies participating in the Partnership Project include the Clackamas County Health Department, the U.S. Social Security Administration, the Oregon Senior and Disabled Services Division, and the Oregon Adult and Family Services Division.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 201358  
Amendment #: \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY</b>  <b>BOARD OF COMMISSIONERS</b>                      AGENDA # C-9 DATE 4/23/98                      DEB BOGSTAD  <b>BOARD CLERK</b> </div>

Department: Health Department Division: Disease Prevention & Control Date: 3/4/98  
 Originator: Karla McFarland Phone: x83339 Bldg/Rm: 340/2  
 Contact: Karen Garber Phone: x29364 Bldg/Rm: 160/7  
 Description of Contract: HIV case management (Partnership Project) for persons living with HIV. (Ryan White Title I funding)

RENEWAL: ☒ PREVIOUS CONTRACT NO(S): 202065, 201766, 201457  
 RFP/BID: P952-21-0044 RFP/BID DATE: April 1995  
 EXEMPTION NO/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Oregon Health Sciences University</u> Address <u>HIV Case Management Partnership Project</u> <u>3181 SW Sam Jackson Park Road</u> <u>Portland, OR 97201</u> Phone <u>230-1202 (FAX 230-1213)</u> Employer ID# or SS# <u>93-1176109</u> Effective Date <u>March 1, 1998</u> Termination Date <u>February 28, 1999</u> Original Contract Amount \$ <u>302,939</u> Total Amt of Previous Amendments \$ <u>n/a</u> Amount of Amendment \$ <u>n/a</u> Total Amount of Agreement \$ <u>302,939</u>	Jae Douglas, Program Director; Bridget Haggerty, Contract Manager Remittance address _____ (If different) <u>ADD Attn: Cashier's Office, L002</u> Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>(invoice)</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

REQUIRED SIGNATURES:

Department Manager <u>Bill Adigaard</u>	DATE <u>3/24/98</u>
Purchasing Manager _____	DATE _____
County Counsel <u>Katie Garber</u>	DATE <u>4/2/98</u>
County Chair <u>William Garber</u>	DATE <u>April 23, 1998</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE 686893A						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0338		GY04	6060		0383	HIV Case Management		
02											
03											

Rev. 2/12/98 DIST: Original - Contract Admin, Originator, Accts Payable. If additional space is needed, attach separate page. Write contract # on top of page.

**INTERGOVERNMENTAL AGREEMENT FOR  
CASE MANAGEMENT SERVICES FOR PERSONS LIVING WITH HIV  
The Partnership Project**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, hereafter "COUNTY," and OREGON HEALTH SCIENCES UNIVERSITY, a public corporation, hereafter "OHSU."

**WITNESSETH:**

WHEREAS, COUNTY has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, which provides funding for health care and support services to persons living with HIV; and

WHEREAS, these funds are allocated to COUNTY to provide services throughout the six-county Portland Eligible Metropolitan Area, in accordance with the priorities established by the Portland-area HIV Services Planning Council; and

WHEREAS, OHSU is able and prepared to provide such services as COUNTY does hereinafter require, under the terms and conditions hereinafter described;

NOW THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

**1. TERM**

This Agreement shall become effective when fully executed retroactive to March 1, 1998, and shall expire February 28, 1999, unless sooner terminated under the provisions hereof.

**2. SERVICES**

In accordance with COUNTY's RFP# P952-21-0044 (April 1995), OHSU will receive federal Ryan White CARE Act funds to provide a program of comprehensive case management services (designated the HIV Case Management Partnership Project) for low-income persons living with HIV.

**A. General**

- 1) To be eligible for services under this Agreement, individuals, who may be self-referred or referred by case managers, outreach workers, health departments or other community agencies, must:
  - a) Have medically verifiable HIV disease. OHSU shall meet the federal requirement to document positive HIV serostatus for each person receiving services under this Agreement.
  - b) Reside in the six-county Eligible Metropolitan Area (EMA) which consists of the following counties: Clackamas, Columbia, Multnomah, Washington and Yamhill Counties in Oregon, and Clark County, Washington.
  - c) Have no other source of payment for the services provided.

- 2) Funds received through this Agreement cannot be used to make direct financial payments to clients.
- 3) Clients served must be representative of the geographic distribution of AIDS cases within the EMA.
- 4) Priority for services shall be given to clients whose income is less than or equal to 200% of the Federal Poverty Level.
- 5) OHSU shall ensure the cultural diversity of the clinical and administrative staff providing services under this Agreement. At a minimum, at least two staff members must speak Spanish fluently and have expertise in providing services to the Hispanic community, and at least one staff member must have expertise in providing services to the African-American community.
- 6) OHSU shall maintain procedures which allow clients to express concerns and/or file complaints if they are dissatisfied with the services provided under this Agreement.
- 7) OHSU shall maintain a comprehensive outreach program to inform health care providers, social service agencies, AIDS services organizations and other community-based agencies about the availability of the services provided under this Agreement.
- 8) OHSU shall ensure that culturally sensitive outreach and services are provided to racial/ethnic minorities and specific linguistic communities. The number of minority clients served must be, at a minimum, proportionate to their racial/ethnic representation in the region's AIDS demographics.

**B. HIV Case Management Partnership Project**

OHSU shall enhance and ensure access to treatment and support services for low-income persons living with HIV by coordinating the HIV Case Management Partnership Project, a comprehensive case management system delivered by a coalition of private and governmental agencies.

- 1) Through the Partnership Project, OHSU shall provide comprehensive case management services for a minimum of 1,100 unduplicated clients.
  - a) Services shall include a minimum of 22,000 case management encounters, with an average of four face-to-face encounters per client.
  - b) Special emphasis shall be placed on providing services in the outlying areas of the EMA.
- 2) OHSU shall provide staff for the Partnership Project at the levels outlined in the budget attached to this Agreement as Exhibit A.

- 3) OHSU shall ensure that participating agencies provide at least 7.5 FTE of case management and resource specialist staff dedicated to working on the Partnership Project.
  - a) Participating agencies shall include, but not be limited to: OHSU, Legacy Health Systems, Ecumenical Ministries of Oregon, Women's Intercommunity AIDS Resource, Sisters of Providence Health System, the Clackamas County Health Department, the Multnomah County Health Department, the Social Security Administration, the State Senior and Disabled Services Division, the State Adult and Family Services Division, the Casey Family Program, Phoenix Rising, Mental Health Services West, Garlington Center, and Janus Youth Programs/Harry's Mother.
  - b) OHSU shall notify COUNTY of proposed changes in participating agencies and their impact on services prior to implementation.
- 4) OHSU shall deliver comprehensive case management services through a minimum of five interdisciplinary teams, each consisting of a nurse case manager, social work case manager and community case manager.
- 5) Teams shall be assigned to at least six agency sites.
  - a) Sites shall include OHSU, Legacy Health Systems, Women's Intercommunity AIDS Resource, Sisters of Providence Health System, the Clackamas County Health Department and the Multnomah County Health Department.
  - b) Each site shall be assigned to cover one or more geographic areas in the EMA.
  - c) OHSU shall notify COUNTY of proposed additions or changes in site locations and their impact on services prior to implementation.
- 6) In addition to providing services at the agency sites, if a case manager finds it in the best interest of the client, s/he shall schedule client visits at a provider's office or clinic, in the client's home, at OHSU's facilities, or at another mutually agreed upon location.
- 7) OHSU shall provide case management services for Latino/a clients in collaboration with the Virginia Garcia Memorial Health Center and Apoyo Latino and in a community setting which best meets the needs of Latino/a clients.
- 8) At all sites, and at the central Partnership Project office, team members shall accept referrals, interview clients, and triage clients to a case manager.
  - a) Client referrals shall be accepted from any source.
  - b) All clients shall be offered the full scope of case management services described in this Agreement.

- c) The level of case management and case management team assignments shall be determined by the location of the client's primary care provider and the client's acuity (considering Karnovsky score, CDC staging of HIV infection scale, mental health assessment and social assessment).
- 9) Case managers shall assess the client's physical, environmental, financial, cognitive, and functional level; identify the client's needs and problems; determine the client's services needs, if any; plan for these services; locate, develop, and coordinate access to these services; monitor the provision of these services as well as changes in the client's condition; adjust the service plan as needed; and document the process.
- 10) All client service plans shall be reviewed at regular case conference sessions. The first review shall take place within 30 days of initial services.
- 11) Case managers shall maintain a comprehensive understanding of the treatment, financial, and support services available to meet the needs of persons living with HIV.
- 12) OHSU shall establish a comprehensive, centralized database which can be accessed by staff in the field. The centralized database shall include client demographics, care and service plans, contacts, outcomes, progress notes and other relevant service data.
- 13) OHSU shall serve as resource and network with case managers throughout the EMA to ensure that the comprehensive case management services described in this Agreement are provided to all eligible clients.

3. REPORTING AND EVALUATION

- A. OHSU shall submit to COUNTY by May 1, 1998, the following federally required information. OHSU must submit this information in the format prescribed by COUNTY.
  - 1) A narrative justification for the line-item budget for this Agreement (Exhibit A).
  - 2) A summary of OHSU's funding by funding source for HIV care services.
- B. OHSU shall report its progress toward fulfilling minimum service requirements by completing the "Ryan White Services Monthly Summary" report. This report must be submitted to COUNTY by the 15th of each month for services provided during the previous month. Reporting shall include but is not limited to:
  - 1) Number of clients served.
  - 2) Unduplicated number of clients served year-to-date.
  - 3) Number of case management encounters.
  - 4) Number of face-to-face encounters.
  - 5) A brief narrative describing progress in implementing/providing services, any difficulties encountered, and steps taken to resolve those difficulties.

- C. OHSU shall prepare and submit to COUNTY a final summary report for the Agreement period. This report is due within 30 days following the end of the Agreement period. At a minimum, OHSU's report shall summarize:
- 1) Progress in meeting service level requirements.
  - 2) Achievement of any specified performance objectives.
  - 3) Activities related to various contractual obligations regarding coordination of services, outreach, evaluation, and quality improvement.
  - 4) Any significant agency/programmatic changes made.
- D. OHSU shall complete the quarterly "Ryan White AAR Client Services Report" for the calendar year January 1 through December 31, 1998.
- 1) OHSU shall submit this report to COUNTY by the 15th of April, July, October, and January.
  - 2) The "Administrative Data" section of this report and the AAR "Agency Identification Summary" are to be completed for the fourth quarter (final) submission only.
- E. OHSU shall maintain an Advisory Board to provide a mechanism for informed community members and persons living with HIV to have meaningful input into the development and implementation of OHSU's policies and programs designed to address their needs.
- 1) The Advisory Board will participate in evaluating the quality and accessibility of Ryan White-funded services.
  - 2) The Advisory Board membership shall include representatives of the agencies participating in the Partnership Project and other individuals with expertise in providing services to persons living with HIV.
  - 3) At least 30%, but no less than three, of the Advisory Board members must be consumers. For the purposes of the Advisory Board, a consumer is defined as a person living with HIV or a person who is the parent, child, guardian, partner, spouse, or primary caregiver of someone who is living with HIV.
- F. OHSU shall work with COUNTY to define performance or outcome objectives for Agreement services and, on a trial basis, implement procedures to measure achievement of these objectives. COUNTY and OHSU will mutually agree on a mechanism for reporting information related to the achievement of these objectives.
- G. OHSU shall assist with COUNTY's program evaluation, quality assurance and quality improvement efforts. These may include but are not limited to client satisfaction surveys, peer provider surveys, and site visits from COUNTY staff.



- H. OHSU shall attend quarterly Ryan White Service Providers meetings convened by COUNTY to share information, discuss evaluation and quality improvement issues, and review any common contractual or programmatic concerns.
- I. OHSU shall provide comprehensive data for program planning purposes from its centralized database, including client demographics, client acuity levels, services received, service outcomes, and the effectiveness of case management and other services.

4. COMPENSATION

- A. COUNTY agrees to pay OHSU a maximum of \$302,939 for the performance of those services provided hereunder, which payment shall be based on the budget attached to this Agreement as Exhibit A, herein incorporated by reference, and subject to the following terms:

- 1) COUNTY will reimburse OHSU monthly upon receipt of a monthly line-item expenditure report detailing allowable expenses.
- 2) OHSU shall submit its expenditure reports by the 15th day of each month for services provided during the previous month to:

HIV Contract Manager  
Multnomah County Health Department  
20 NE 10th Avenue, 2nd Floor  
Portland, OR 97232

- 3) COUNTY shall send payment to:

HIV Case Management Partnership Project  
Attention: Cashier's Office  
Oregon Health Sciences University  
3181 SW Sam Jackson Park Road, L002  
Portland, OR 97201

- 4) Budget modifications between major categories (e.g., Personnel, Materials and Supplies, Equipment, or Direct Assistance) must be approved by COUNTY. The purchase of equipment not listed in the budget (Exhibit A) must be approved by COUNTY.
- 5) All equipment purchased with Agreement funds shall remain the property of COUNTY, and its final disposition shall be at the sole discretion of COUNTY. OHSU shall retain possession of the equipment so long as it is continued in use for the purpose of supporting Ryan White-funded programs and services.
- 6) Administrative costs billed by OHSU under this Agreement must not exceed 10% of the total Agreement amount. Administrative costs include indirect costs; costs associated with management and oversight of the Agreement; and costs associated with program support, including quality assurance and quality controls.

- 7) In the event that OHSU does not demonstrate the ability to provide services at the level specified during the Agreement period, COUNTY reserves the right to reduce Agreement funding and reallocate these funds to other Ryan White approved services.
  - 8) Both parties agree that this Agreement is subject to the availability of federal funds.
- B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1998. 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, either COUNTY or OHSU may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. COUNTY will notify OHSU 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. OHSU shall submit all invoices for services provided under this Agreement within 45 days after the end of the Agreement period. COUNTY shall not be responsible for payment of invoices submitted more than 45 days after the end of the Agreement period.

**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

**1. INDEPENDENT CONTRACTOR STATUS**

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

**2. INDEMNIFICATION**

- A. OHSU shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of OHSU, 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 OHSU, 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**

OHSU 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 ORS Chapter 656.

**4. TAXPAYER IDENTIFICATION NUMBER**

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

**5. SUBCONTRACTS AND ASSIGNMENT**

OHSU shall neither subcontract with others for any of the work prescribed herein, nor assign any of OHSU'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 OHSU.

**6. RECORD CONFIDENTIALITY**

COUNTY and OHSU agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

**7. ACCESS TO RECORDS**

OHSU 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 OHSU as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. OHSU shall permit authorized representatives of COUNTY's 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 OHSU. If an Agreement cost is disallowed after reimbursement has occurred, OHSU will make prompt repayment of such cost.

8. ADHERENCE TO LAW

- A. OHSU 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. OHSU 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, marital status, familial status, sexual orientation, or handicap. In that regard, OHSU 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. OHSU 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. AMENDMENTS

- 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 OHSU by mail. OHSU shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or OHSU, 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 OHSU, 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 prior written notice to the other party, delivered by certified mail or in person.
- C. COUNTY may terminate this Agreement immediately, effective upon delivery of written notice to OHSU by certified mail or in person, under any of the following conditions:
  - 1) Upon denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by OHSU to provide a service under this Agreement.
  - 2) If OHSU fails to begin services on the date specified in this Agreement, or if OHSU fails to continue to provide service for the entire Agreement period.
  - 3) If COUNTY has evidence that OHSU has endangered or is endangering the health and safety of clients/residents, staff, or the public.

- D. If the Agreement is terminated under this paragraph, COUNTY shall pay OHSU only for services provided in accordance with the Agreement through the day of termination.
- E. Termination under any provision of this paragraph shall not affect any right, obligation or liability of OHSU or COUNTY which accrued prior to such termination.

12. NOTICE OF LITIGATION

Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related 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 pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

15. CERTIFICATION REGARDING LOBBYING

- A. OHSU certifies, to the best of OHSU's knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of OHSU, 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 federally 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, OHSU shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB CIRCULAR A-128

If OHSU is a sub-recipient of federal funds passed through COUNTY, OHSU 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.

OREGON HEALTH SCIENCES  
UNIVERSITY

By B. J. Haggerty  
Title Contracts Manager  
Date 3/23/98

MULTNOMAH COUNTY

By Beverly Stein  
Beverly Stein, Multnomah County Chair  
Date April 23, 1998

By Billi Odegaard  
Billi Odegaard, Health Department Director  
Date 5/26/98

By Karla McFarland  
Karla McFarland, Program Manager  
Date 3/25/98

REVIEWED:

Thomas Sponsler, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens  
Katie Gaetjens, Assistant County Counsel  
Date 4/2/98

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-9 DATE 4/23/98  
DEB. BOGSTAD  
BOARD CLERK

**EXHIBIT A**  
**Oregon Health Sciences University**  
**Budget for The Partnership Project**  
**Case Management Services for Persons Living with HIV**  
**March 1, 1998 - February 28, 1999**

Description	Amount
<b>Total Personnel</b>	<b>\$256,538</b>
<b>Materials &amp; Services</b>	
Travel/Mileage/Parking	1,858
Telephone - system, line charges (8 lines), voice mail, pagers	6,673
Printing & Duplication	900
Postage	540
Educational Materials	0
Rent/Janitorial Service	20,580
Office Supplies/Software	5,710
Training/Staff Development	1,200
Advertising/Outreach	500
Programming	1,000
Equipment	6,315
Equipment Rental	1,125
<b>Subtotal Materials &amp; Services</b>	<b>46,401</b>
<b>Subtotal Program Support</b>	<b>\$302,939</b>
<b>Direct Assistance Payments/Vouchers</b>	<b>0</b>
<b>Total Funds</b>	<b>\$302,939</b>
<b>FTE</b>	
Program Director	0.10
Social Work Case Manager	2.00
Community Case Manager	3.00
Office Manager	1.00
Clerical Assistant	1.00
<b>Total FTE</b>	<b>7.10</b>

MEETING DATE: APR 09 1998 APR 16 1998

AGENDA NO.: C-1 C-9

ESTIMATED START TIME: 9:00 am 9:30  
APR 23 1998  
C-10  
9:30

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement with the Oregon Health Division

BOARD BRIEFING Date Requested: \_\_\_\_\_

Requested By: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING Date Requested: \_\_\_\_\_

Amount of Time Needed: n/a

DEPARTMENT: Health DIVISION: \_\_\_\_\_

CONTACT: \*Karla McFarland TELEPHONE #: 248-3339

BLDG/ROOM #: 340/2

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Renewal of Intergovernmental Agreement 201388 with the Oregon Health Division for the provision of health insurance payments for low-income persons living with HIV/AIDS.

5/4/98 ORIGINALS to KAREN GARBER

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

Or

DEPARTMENT MANAGER: Bruce Odgaard

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

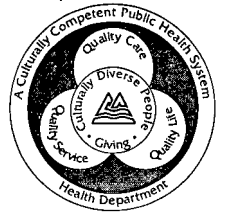
Any Questions: Call the Board Clerk at 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
98 APR - 2 PM 4:28





# 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

**Date:** March 5, 1998  
**To:** Board of County Commissioners  
**Via:** Bill Odgaard, Health Department Director  
**From:** Dave Houghton, Director, Disease Prevention & Control Division  
**Subject:** Contract #201388 with the Oregon Health Division for health insurance payments for low-income persons living with HIV

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #201388 with the Oregon Health Division for the period March 1, 1998, through February 28, 1999. The agreement is retroactive due to delays in finalizing the contract amount and scope of work for this grant year.
- II. Background/Analysis: This is a renewal of an agreement which originated in March 1997. The Multnomah County Health Department has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, which provides health care and support services to people living with HIV and AIDS. The CARE Act authorizes emergency funding for the sole purpose of fulfilling the unmet service needs of the HIV-positive affected population.

The Oregon Health Division will continue to receive Ryan White Title I funds to support its Community Health Insurance Program, a statewide program which provides assistance with health insurance payments (premiums, deductibles and co-pays) for low-income persons living with HIV. The funds provided through this Agreement will be used specifically to serve clients who live in the six-county Portland Eligible Metropolitan Area.

- III. Financial Impact: The County will pay the Oregon Health Division a maximum of \$555,839. This agreement is fully funded by the Health Department's federal Ryan White CARE Act Title I grant.

- IV. Legal Issues: None

March 5, 1998  
Oregon Health Division  
Contract #201388

- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with other government agencies in the provision of health care.
- VII. Citizen Participation: Ryan White Title I funds are allocated through the local HIV Health Services Planning Council. The Council oversees prioritization of funding allocations, advises on allocation procedures, and assists in evaluating administrative procedures. The Council reflects the diversity of the population affected by HIV/AIDS, and consists of a balance of service providers, community representatives and users of services.
- VIII. Other Government Participation: Multnomah County administers Ryan White Title I funds for the Portland Eligible Metropolitan Area (EMA) which consists of Clackamas, Columbia, Multnomah, Washington and Yamhill Counties in Oregon and Clark County Washington; and Ryan White Title II funds for Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington Counties. All counties participate on the various planning councils and committees, and the Health Department has contracts with the Title II counties to provide HIV case management services.

In addition, OHSU receives Title I funds to administer the HIV Case Management Partnership Project, a coalition of 12 governmental and private agencies which provides comprehensive HIV case management services for clients in the EMA. Other governmental agencies participating in the Partnership Project include the Clackamas County Health Department, the U.S. Social Security Administration, the Oregon Senior and Disabled Services Division, and the Oregon Adult and Family Services Division.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

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

Contract #: 201388

Amendment #:

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural &amp; Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p><input checked="" type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p><b>AGENDA #</b> C-10 <b>DATE</b> 4/23/98</p> <p style="text-align: center;"><b>DEB BOGSTAD</b></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
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Department: Health Department

Division: Disease Prevention & Control

Date: 3/5/98

Originator: Karla McFarland

Phone: x83339

Bldg/Rm: 340/2

Contact: Karen Garber

Phone: x29364

Bldg/Rm: 160/2

Description of Contract:

Community Health Insurance Program (CHIP) for persons living with HIV. This program provides assistance with health insurance payments, including premiums, deductibles and co-pays. (Ryan White Title I funding)

RENEWAL: ☒ PREVIOUS CONTRACT NO(S): 201517

RFP/BID

RFP/BID DATE

EXEMPTION NO/DATE

EXEMPTION EXPIRATION DATE

ORS/AR #

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

<p>Contractor Oregon Health Division</p> <p>Address HIV Program</p> <p>800 NE Oregon Street #21, Suite 745</p> <p>Portland, OR 97232</p> <p>Phone 731-4029</p> <p>Employer ID# or SS#</p> <p>Effective Date March 1, 1998</p> <p>Termination Date February 28, 1999</p> <p>Original Contract Amount \$ 555,839</p> <p>Total Amt of Previous Amendments \$ n/a</p> <p>Amount of Amendment \$ n/a</p> <p>Total Amount of Agreement \$ 555,839</p>	<p>Bob McAlister, Program Manager; Kip Beardsley, Grants &amp; Budget Mgr</p> <p>Remittance address</p> <p>(If different)</p> <p>Payment Schedule / Terms</p> <p><input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ (invoice) <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements Not to Exceed \$</p> <p>Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
---	--

REQUIRED SIGNATURES:

Department Manager

*Billie Odegaard*

DATE 3/21/98

Purchasing Manager

(Class II Contracts Only)

County Counsel

*Katie Gault*

DATE

County Chair

*William J. Davis*

DATE 3/21/98

Sheriff

DATE April 23, 1998

Contract Administration

(Class I, Class II Contracts only)

DATE

DATE

LGFS VENDOR CODE GV1342A						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0338		GY04	6060		0383	HIV Support Services		
02											
03											

Rev. 2/12/98 DIST: Original - Contract Admin, Originator, Accts Payable. If additional space is needed, attach separate page. Write contract # on top of page.

**INTERGOVERNMENTAL AGREEMENT FOR  
SUPPORT SERVICES FOR PERSONS LIVING WITH HIV**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, hereafter "COUNTY," and the STATE OF OREGON, acting by and through its Health Division, hereafter "STATE."

**WITNESSETH:**

WHEREAS, COUNTY has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, which provides funding for health care and support services to persons living with HIV; and

WHEREAS, these funds are allocated to COUNTY to provide services throughout the six-county Portland Eligible Metropolitan Area, in accordance with the priorities established by the Portland-area HIV Services Planning Council; and

WHEREAS, STATE is able and prepared to provide such services as COUNTY does hereinafter require, under the terms and conditions hereinafter described;

NOW THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **TERM**

This Agreement shall become effective when fully executed retroactive to March 1, 1998, and shall expire February 28, 1999, unless sooner terminated under the provisions hereof.

2. **SERVICES**

COUNTY will provide STATE with federal Ryan White CARE Act Title I funds to support STATE's Community Health Insurance Program (CHIP), a program which provides assistance with health insurance payments (premiums, deductibles and co-pays) for low-income persons living with HIV.

A. **Funding**

STATE and COUNTY agree that the program will be funded as follows:

- 1) STATE shall use the Title I funds received under this Agreement solely to serve clients living in the six-county Portland Eligible Metropolitan Area (EMA), which is defined below in Paragraph 2.B.1(b).
- 2) STATE will also use Ryan White CARE Act Title II funds it receives directly from HRSA (the federal Health Resources and Services Administration) to serve clients living in the EMA (excluding Clark County residents).
- 3) Clients who do not live in the EMA shall be served solely with Title II funds.

**B. General Program Requirements**

- 1) To be eligible for services under this Agreement, individuals, who may be self-referred or referred by case managers, outreach workers, health departments or other community agencies, must:
  - a) Have medically verifiable HIV disease. STATE shall meet the federal requirement to document positive HIV serostatus for each person receiving services under this Agreement.
  - b) Reside in the six-county Eligible Metropolitan Area (EMA) which consists of the following counties: Clackamas, Columbia, Multnomah, Washington and Yamhill Counties in Oregon, and Clark County, Washington.
  - c) Have no other source of payment for the services provided.
  - d) Have an income which is:
    - i) Less than or equal to 300% of the Federal Poverty Level for payment of health insurance premiums.
    - ii) Less than or equal to 250% of the Federal Poverty Level for payment of deductibles and co-pays.

STATE shall require each client to certify income eligibility by providing documentation with his or her application.
- 2) Funds received through this Agreement cannot be used to make direct financial payments to clients.
- 3) STATE shall maintain a comprehensive outreach program throughout the EMA to inform consumers, health care providers, social service agencies, AIDS services organizations and other community-based agencies about the availability of the services provided under this Agreement. STATE's outreach shall emphasize informing potential clients who:
  - a) Have health insurance and are currently responsible for paying their own premiums.
  - b) Have health insurance and may in the future become responsible for paying their own premiums under the Consolidated Omnibus Reconciliation Act (COBRA) through reduction or loss of employment.
  - c) Are uninsured and eligible for the Oregon Medical Insurance Pool (OMIP) but cannot afford premium payments.
  - d) Are enrolled in the Oregon Health Plan.

- 4) STATE shall ensure that culturally sensitive outreach and services are provided to racial/ethnic minorities and to specific linguistic communities (e.g., Latinos). Minority clients served must be, at a minimum, proportionate to their racial/ethnic representation in the region's AIDS demographics.
- 5) STATE shall ensure that its service delivery system is sensitive to clients' needs to maintain confidentiality. STATE shall obtain written consent from each client to:
  - a) Release information, as required, to support coordination of care.
  - b) Verify, if necessary, insurance documentation.
  - c) Represent the client in the paying of health insurance premiums, co-pays and deductibles.
- 6) STATE shall accept both self-referrals and referrals from service providers throughout the EMA. STATE shall inform clients of the availability of case management services, and shall refer clients, as appropriate, to a case manager for assessment and development of a comprehensive service plan. STATE shall support the continuum of care by linking clients, as appropriate, to other services available within the EMA.
- 7) STATE shall maintain procedures which allow clients to express concerns and/or file complaints if they are dissatisfied with the services provided under this Agreement.

C. Community Health Insurance Program

STATE shall maintain a health insurance assistance program which provides payment of health insurance premiums, deductibles and co-pays for clients who meet the eligibility requirements set forth above in Paragraph 2.B.1.

- 1) STATE's services shall include the following:
  - a) Continuation of insurance benefit payments for clients who qualify under COBRA.
  - b) Continuation of premium payments for clients who have existing health insurance coverage through a group or individual plan, including the Oregon Health Plan.
  - c) Payment of premiums for enrollment in new group or individual health insurance plans, including but not limited to the Oregon Medical Insurance Pool and the Oregon Health Plan.
  - d) Payment of deductibles and co-pays.

- 2) STATE shall continue to provide services for currently enrolled clients and enroll new clients as required to maintain an average of at least 200 monthly premium payments. STATE shall provide services for a minimum of 250 clients during the Agreement period.
- 3) STATE shall coordinate the provision of services for each client with, as applicable, the client's case manager, employer, insurance company, and health care provider.
- 4) STATE shall conduct a regular review of each client's eligibility for services at least every six months from the time of enrollment. STATE shall also reassess clients' eligibility for services when their circumstances change (e.g., a client's income increases or decreases, a client qualifies for Oregon Health Plan or Medicaid, etc.).
- 5) STATE shall ensure that its application procedures for determining client eligibility take into account the need for rapid eligibility determination and payment of premiums to maintain health insurance coverage.
- 6) STATE shall maintain a system to ensure prompt payment of premiums to prevent loss of coverage. STATE further agrees to maintain liability insurance coverage adequate to cover client medical expenses in the event that a late premium payment causes a loss of coverage.
- 7) Upon the death of a client, STATE shall ensure that all premium payments for that client cease. In the event that STATE is not notified of a client's death prior to payment of the client's premium(s), STATE shall require repayment by the insurance carrier.
- 8) STATE shall conduct regular assessments of program expenditures and develop projected expenditure plans based on such factors as the number of enrolled clients, the average cost of the premium payments, the average cost per client for co-pays and deductibles, and changes in client eligibility and covered services.
  - a) These assessments shall be based on all resources available to support program services, including but not limited to Ryan White Title I and Title II funds.
  - b) STATE shall work with the ADAP/CHIP Working Group as needed to modify program policies and procedures to manage the caseload within the available budget.
- 9) STATE shall consult with other health insurance continuation programs when developing or revising program services, and to keep abreast of trends in health insurance assistance for persons living with HIV.

- 10) STATE shall ensure that its program staff maintain a comprehensive understanding of the rights of individuals under COBRA, and the client eligibility requirements and services provided through Medicaid, the Oregon Health Plan, the Oregon Medical Insurance Pool and any other federal or state medical benefit programs available to persons living with HIV.

3. REPORTING, MONITORING AND EVALUATION

- A. STATE shall submit to COUNTY by May 1, 1998, the following federally required information. STATE must submit this information in the format prescribed by COUNTY.
  - 1) A narrative justification for the line-item budget for this Agreement (Exhibit A).
  - 2) A summary of STATE's funding by funding source for HIV care services.
- B. STATE shall report its progress toward fulfilling minimum service requirements by completing the "Ryan White Services Monthly Summary" report. This report must be submitted to COUNTY by the 15th of each month for services provided during the previous month. Reporting shall include but is not limited to:
  - 1) Number of premium payments made during the month and year-to-date.
  - 2) Unduplicated number of clients for whom premium payments have been made during the month and year-to-date.
  - 3) Unduplicated number of clients for whom co-pay and/or deductible payments have been made during the month and year-to-date.
  - 4) A brief narrative describing progress in implementing/providing services, any difficulties encountered, and steps taken to resolve those difficulties.
- C. STATE shall prepare and submit to COUNTY a final summary report for the Agreement period. This report is due within 30 days following the end of the Agreement period. At a minimum, STATE's report shall summarize:
  - 1) Progress in meeting service level requirements.
  - 2) Achievement of any specified performance objectives.
  - 3) Activities related to various contractual obligations regarding coordination of services, evaluation, and quality improvement.
  - 4) Any significant agency/programmatic changes made.



D. STATE shall complete the quarterly "Ryan White AAR Client Services Report" for the calendar year January 1 through December 31, 1998.

- 1) STATE shall submit this report to COUNTY by the 15th of April, July, October, and January.
- 2) The "Administrative Data" section of this report and the AAR "Agency Identification Summary" are to be completed for the fourth quarter (final) submission only.

E. STATE shall maintain an Advisory Board (the ADAP/CHIP Working Group) to provide a mechanism for informed community members and persons living with HIV to have meaningful input into the development and implementation of STATE's policies and programs designed to address their needs.

- 1) The Advisory Board will participate in evaluating the quality and accessibility of Ryan White-funded services.
- 2) At least 30%, but no less than three, of the Advisory Board members must be consumers. For the purposes of the Advisory Board, a consumer is defined as a person living with HIV or a person who is the parent, child, guardian, partner, spouse, or primary caregiver of someone who is living with HIV.

F. STATE shall work with COUNTY to define additional performance or outcome objectives for Agreement services and, on a trial basis, implement procedures to measure achievement of these objectives. COUNTY and STATE will mutually agree on a mechanism for reporting information related to the achievement of these objectives.

G. STATE shall assist with COUNTY's program evaluation, quality assurance and quality improvement efforts. These may include but are not limited to client satisfaction surveys, peer provider surveys, and site visits from COUNTY staff.

H. STATE shall attend quarterly Ryan White Service Providers meetings convened by COUNTY to share information, discuss evaluation and quality improvement issues, and review any common contractual or programmatic concerns.

4. COMPENSATION

A. COUNTY agrees to pay STATE a maximum of \$555,839 for the performance of those services provided hereunder, which payment shall be based on the budget attached to this Agreement as Exhibit A, herein incorporated by reference, and subject to the following terms:

- 1) COUNTY will reimburse STATE monthly upon receipt of a monthly line-item expenditure report detailing allowable expenses.

- 2) Invoices shall be submitted by the 15th day of each month for services provided during the previous month to:

HIV Contract Manager  
Multnomah County Health Department  
20 NE 10th Avenue, 2nd Floor  
Portland, OR 97232

- 3) Budget modifications between major categories (e.g., Personnel, Materials and Supplies, Equipment, or Direct Assistance) must be approved by COUNTY. The purchase of equipment not listed in the budget (Exhibit A) must be approved by COUNTY.
  - 4) All equipment purchased with Agreement funds shall remain the property of COUNTY, and its final disposition shall be at the sole discretion of COUNTY. STATE shall retain possession of the equipment so long as it is continued in use for the purpose of supporting Ryan White-funded programs and services.
  - 5) Administrative costs billed by STATE under this Agreement must not exceed 10% of the total Agreement amount. Administrative costs include indirect costs; costs associated with management and oversight of the Agreement; and costs associated with program support, including quality assurance and quality controls.
  - 6) In the event that STATE does not demonstrate the ability to provide services at the level specified during the Agreement period, COUNTY reserves the right to reduce Agreement funding and reallocate these funds to other Ryan White approved services.
  - 7) Both parties agree that this Agreement is subject to the availability of federal funds.
- B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1998. 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, either COUNTY or STATE may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. COUNTY will notify STATE 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. STATE shall submit all invoices for services provided under this Agreement within 45 days after the end of the Agreement period. COUNTY shall not be responsible for payment of invoices submitted more than 45 days after the end of the Agreement period.

**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

**1. INDEPENDENT CONTRACTOR STATUS**

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

**2. INDEMNIFICATION**

- A. STATE shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, 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 STATE, 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**

STATE 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 ORS Chapter 656.

**4. TAXPAYER IDENTIFICATION NUMBER**

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

**5. SUBCONTRACTS AND ASSIGNMENT**

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE'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 STATE.

**6. RECORD CONFIDENTIALITY**

COUNTY and STATE agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

**7. ACCESS TO RECORDS**

STATE 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 STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY's 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 STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such cost.

8. ADHERENCE TO LAW

- A. STATE 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. STATE 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, marital status, familial status, sexual orientation, or handicap. In that regard, STATE 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. STATE 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. AMENDMENTS

- 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 STATE by mail. STATE shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or STATE, 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 STATE, 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 prior written notice to the other party, delivered by certified mail or in person.
- C. COUNTY may terminate this Agreement immediately, effective upon delivery of written notice to STATE by certified mail or in person, under any of the following conditions:
  - 1) Upon denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.
  - 2) If STATE fails to begin services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.
  - 3) If COUNTY has evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.

- D. If the Agreement is terminated under this paragraph, COUNTY shall pay STATE only for services provided in accordance with the Agreement through the day of termination.
- E. Termination under any provision of this paragraph shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

12. NOTICE OF LITIGATION

Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related 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 pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

15. CERTIFICATION REGARDING LOBBYING

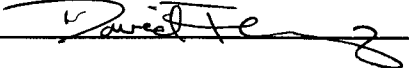
- A. STATE certifies, to the best of STATE's knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of STATE, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee 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 federally 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, STATE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB CIRCULAR A-128

If STATE is a sub-recipient of federal funds passed through COUNTY, STATE 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.


STATE OF OREGON

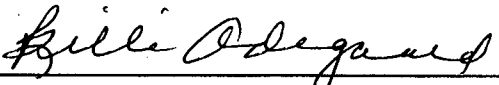
By 

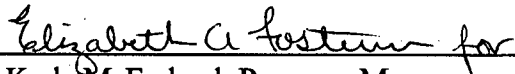
Title State Epidemiologist

Date 3/10/98

MULTNOMAH COUNTY

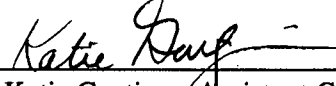
By   
Beverly Stein, Multnomah County Chair  
Date April 23, 1998

By   
Billi Odegaard, Health Department Director  
Date 3/20/98

By  for  
Karla McFarland, Program Manager  
Date 3/18/98

REVIEWED:

Thomas Sponsler, County Counsel for  
Multnomah County, Oregon

By   
Katie Gaetjens, Assistant County Counsel  
Date 3/27/98

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-10 DATE 4/23/98  
DEB BOGSTAD  
BOARD CLERK

**EXHIBIT A**  
**Oregon Health Division**  
**Support Services for Persons Living with HIV**  
**Community Health Insurance Program**  
**March 1, 1998 - February 28, 1999**

Description	Budget
<b>Personnel</b>	
Salary - Program Representative 1 (1.0 fte)	35,484
Fringe (37.51%)	13,310
Subtotal Personnel	48,794
<b>Materials &amp; Services</b>	
Education & Training	500
Telephone	1,020
Rent	1,576
State Government Service Charge	394
Intra-agency Charges	1,380
Subtotal Materials & Services	4,870
Direct Assistance Payment - premiums, co-pays and deductibles	499,492
Total Direct Budget	553,156
Indirect Costs (5% on personnel, materials and services costs, 0% on premiums, co-pays and deductibles)	2,683
<b>TOTAL BUDGET</b>	<b>555,839</b>

MEETING DATE: APR 16 1998  
AGENDA NO.: R-13  
ESTIMATED START TIME: 10:10am  
APR 23 1998  
C-11  
9:30

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Future of Primary Care/Health Care Access

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: Sharon Armstrong  
AMOUNT OF TIME NEEDED: \_\_\_\_\_  
REGULAR MEETING: DATE REQUESTED: April 16, 1998  
AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Health DIVISION: Primary Care  
CONTACT: Sharon Armstrong TELEPHONE#: 248-3674  
BLDG/ROOM#: 160/8  
PERSON(S) MAKING PRESENTATION: Billi Odegaard & Sharon Armstrong

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

The Future of Primary Care / Health Care Access

4/23/98 copies to Beverly Stein, Sharon  
Armstrong, Katie Gattens, Bill Farver  
SIGNATURES REQUIRED:  
Valerie Whipplesey

ELECTED OFFICIAL: \_\_\_\_\_

Or

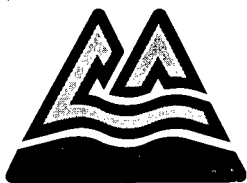
DEPARTMENT MANAGER: Billi Odegaard

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Board Clerk @ 248-3277**

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
98 APR - 7 AM 11:24





# 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

## SUPPLEMENTAL STAFF REPORT

**TO:** Beverly Stein, Chair  
**FROM:** Sharon Armstrong, Director, Primary Care Division  
**DATE:** April 6, 1998  
**RE:** Resolution to Address the Future of Primary Care/Health Care Access

**REQUESTED PLACEMENT DATE:** April 16, 1998

### I. Recommendation/Action Requested:

The Multnomah County Health Department is requesting approval to actively pursue the development of a public-private partnership on a tri-county regional basis, while continuing to serve poor and vulnerable County residents as the County's major safety net provider, and advocating for continuing State support as a partner in the safety net services delivery effort.

### II. Background/Analysis:

The Multnomah County Health Department has a long history of responding to the health needs of its citizens. It has taken a variety of roles in shaping the local health care delivery system over time, and has responded well to trends and influences operating at various points in history. As the County's role continues to evolve rapidly in a changing local health care environment, it is time to re-evaluate the County's role.

Last fiscal year, the County's Primary Care Division served 23,735 clients, providing a total of 94,534 visits. These clients included 2,000 homeless individuals, and 6,904 Hispanic individuals who were unable to prove legal residence. Seventy seven percent of individuals served were at or below 100% of Federal Poverty Level (FPL), and 47,789 visits required interpretive services in 50 languages.

Even with the projected expansion of the Oregon Health Plan (OHP) and the Family Health Insurance Assistance Program (FHIAP), the Office for Oregon Health Plan Policy and Research estimates that Multnomah County's uninsured rate will be at 9%, or 58,656 residents. This does not include undocumented County residents.

Multnomah County, as a local government, will not continue to be the only local funder for primary health care for the underinsured and uninsured, and for those persons who have other barriers to being served in the private sector. We endorse shared financing arrangements for serving these vulnerable residents, and believe that we have a key role in advocating for and funding efforts to achieve dignified access to needed health care for all County residents.

The Multnomah County Health Department, in collaboration with public-private partners, can shape the arrangements necessary to create a public-private delivery system, and can ensure progress towards universal access through incremental improvements in the existing safety net system. The Health Department should continue as the County's major safety net provider until more collaborative models are in place.

### **III. Financial Impact:**

Continued commitment of Multnomah County to participate in the financing of primary care services.

### **IV. Legal Issues:**

Continuation of current legal liability for primary care service delivery.

### **V. Controversial Issues: (?)**

### **VI. Link to Current County Policies:**

The proposed collaboration is consistent with current policies. The goal of the proposed collaborative model is to support universal dignified access to health care for vulnerable County residents, by providing quality, cost effective primary health care services. The County Health Department has a history of responding to rapidly changing trends in health care service delivery and financing.

### **VII. Citizen Participation:**

The Health Department's Community Health Council has reviewed and discussed these issues. Citizen testimony at the Board meeting is not anticipated.

### **VIII. Other Government Participation:**

As Multnomah County's Health Department continues its strategic planning and systems redesign, it has also worked as a partner in the collaborative development of a regional tri-county public-private partnership under the sponsorship of Oregon Health Systems in Collaboration (OHSIC). This regional partnership includes representatives from Washington and Clackamas Counties. Multnomah County will advocate for continued State support as a partner in the safety net clinic effort, and will continue to take a leadership role in the development of to ensure that low income citizens re served respectfully and adequately.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**FOR MULTNOMAH COUNTY, OREGON**

Addressing the provision of primary )  
health care services to under-served, )  
uninsured, and under-insured County )  
residents. )

**RESOLUTION**

**THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FINDS:**

- a) Multnomah County has a long history of responding to the community health needs of its citizens, and has provided primary health care services for decades to its poor and vulnerable children and adults who have not traditionally had access to private health care systems.
- b) During the 1996-97 fiscal year, the County provided 94,530 primary care visits to 23,750 County residents. Nearly half of these residents (9,900) were at or below 50% of the Federal Poverty Level (FPL), and utilized 37,080 visits. The County provided 8,600 visits for 2,000 homeless individuals, and 20,644 visits for 6,904 Hispanic clients who could not prove legal residency. Over 50 languages are spoken by County primary care clients, with 50.6% of these clients requiring language interpretation.
- c) The County is committed to serving diverse populations for primary care services, and provides multi-lingual staff and interpreters, social service availability and staff expertise in dealing with clients who have multiple, complex, medical and social needs that often require multiple interventions, persistent preventive and treatment oriented education, and acknowledgement of different cultural approaches to healing.
- d) The community is increasingly impacted by non-financial barriers to health care access and service delivery that include: immigration (42,000 refugees from 26 different countries have joined Oregon's population over the past 15 years); a large number of undocumented individuals have also joined the State's population; the de-institutionalization of the chronically and persistently mentally ill; homeless, including women and their children; multi-generational poverty and drug abuse.

- e) The County recognizes that trends in health care have included an expanding, evolving role for Federal and State government funding that has reduced the number of uninsured Oregonians. However, even with the expansion of the Oregon Health Plan (OHP) and the implementation of the Family Health Insurance Assistance Program (FHIAP), the projected rate of uninsured County residents is 9%, or 58,656 individuals, not including the undocumented.
- f) The County cannot operate a primary care system only for vulnerable and/or non-paying people, and cannot be the sole funder of primary care services for the uninsured, under-insured, and for those persons who have other barriers to being served in the private sector.
- g) The County recognizes that the private health sector cannot be responsive to all people. It is the responsibility of the County to assist the private sector in serving vulnerable populations.
- h) As the County continues its primary care strategic planning and systems redesign, it is also a partner in the collaborative development of a regional tri-county partnership, under the sponsorship of Oregon Health Systems in Collaboration (OHSIC).
- i) Multnomah County recognizes that it has a role in shaping the arrangements necessary to create a public-private delivery system for its residents, ensuring progress towards universal health care access through incremental improvements in the existing primary care safety net system.

**THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS RESOLVES:**

- 1) That Multnomah County will continue to advocate for and fund efforts to achieve dignified access to needed health care for all residents of the County, especially those who are underserved, under-insured, and uninsured.
- 2) That the Health Department and Board of County Commissioners actively pursue the development of a public-private partnership on a tri-county regional basis. The goal of this partnership, and our participation in it, will be:
  - i) To achieve the goal of universal access to dignified health care services for tri-county residents through the public-private partnership.
  - ii) To ensure that incremental progress is made in the existing safety net system as the partnership evolves.

- iii) To explore arrangements necessary to create a public-private health care delivery system.
- 3) That the County will be advocating for continuing State support as a partner in the safety net services delivery effort. The County will continue to lead in the development of overall health policy, advocating for, and ensuring that low income residents are served respectively and adequately.
- 4) That the Health Department should continue as the County's major safety net primary care provider until more collaborative, accountable delivery models are in place.

APPROVED this 16th day of April, 1998.

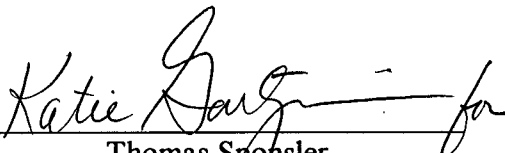
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Thomas Sponsler

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**FOR MULTNOMAH COUNTY, OREGON**

Addressing the Provision of Primary )  
Health Care Services to Under-Served, ) **RESOLUTION**  
Uninsured, and Under-insured County ) **98-**  
Residents )

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

- a) Multnomah County has a long history of responding to the community health needs of its citizens, and has provided primary health care services for decades to its poor and vulnerable children and adults who have not traditionally had access to private health care systems.
- b) During the 1996-97 fiscal year, the County provided 94,530 primary care visits to 23,750 County residents. Nearly half of these residents (9,900) were at or below 50% of the Federal Poverty Level (FPL), and utilized 37,080 visits. The County provided 8,600 visits for 2,000 homeless individuals and 20,644 visits for 6,904 Hispanic clients who could not prove legal residency. Over 50 languages are spoken by County primary care clients, with 50.6% of these visits requiring language interpretation.
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- d) The community is increasingly impacted by non-financial barriers to health care access and service delivery that include: immigration (42,000 refugees from 26 different countries have joined Oregon's population over the past 15 years); a large number of undocumented individuals have also joined the State's population; the de-institutionalization of the chronically and persistently mentally ill; homeless, including women and their children; multigenerational poverty and drug abuse.

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- i) Multnomah County recognizes that it has a role in shaping the arrangements necessary to create a public-private delivery system for its residents, ensuring progress towards universal health care access through incremental improvements in the existing primary care safety net system.

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

- 1) That Multnomah County will continue to advocate for and fund efforts to achieve dignified access to needed health care for all residents of the County, especially those who are underserved, under-insured, and uninsured.
- 2) That the Health Department and Board of County Commissioners actively pursue the development of a public-private partnership on a tri-county regional basis. The goal of this partnership, and our participation in it, will be:



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  - iii) To explore arrangements necessary to create a public-private health care delivery system.
- 3) That the County will be advocating for continuing State support as a partner in the safety net services delivery effort. The County will continue to lead in the development of overall health policy, advocating for, and ensuring that low-income residents are served respectively and adequately.
  - 4) That the Health Department should continue as the County's major safety net primary care provider until more collaborative, accountable delivery models are in place.

APPROVED this 16th day of April, 1998.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Katie Gaetjens  
Katie Gaetjens, Assistant County Counsel

4/8/98

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**FOR MULTNOMAH COUNTY, OREGON**

**RESOLUTION NO. 98-34**

**Addressing the Provision of Primary Health Care Services to Under-Served, Uninsured, and Under-insured County Residents**

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

- a) Multnomah County has a long history of responding to the community health needs of its citizens, and has provided primary health care services for decades to its poor and vulnerable children and adults who have not traditionally had access to private health care systems.
- b) During the 1996-97 fiscal year, the County provided 94,530 primary care visits to 23,750 County residents. Nearly half of these residents (9,900) were at or below 50% of the Federal Poverty Level (FPL), and utilized 37,080 visits. The County provided 8,600 visits for 2,000 homeless individuals and 20,644 visits for 6,904 Hispanic clients who could not prove legal residency. Over 50 languages are spoken by County primary care clients, with 50.6% of these visits requiring language interpretation.
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- e) The County recognizes that trends in health care have included an expanding, evolving role for Federal and State government funding that has reduced the number of uninsured Oregonians. However, even with the expansion of the Oregon Health Plan (OHP) and the implementation of the Family Health Insurance Assistance Program (FHIAP), the projected rate of Uninsured County residents is 9%, or 58,656 individuals, not including the undocumented.
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- i) Multnomah County recognizes that it has a role in shaping the arrangements necessary to create a public-private delivery system for its residents, ensuring progress towards universal health care access through incremental improvements in the existing primary care safety net system.

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

- 1) That Multnomah County will continue to advocate for and fund efforts to achieve dignified access to needed health care for all residents of the County, especially those who are underserved, under-insured, and uninsured.
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- 3) That the County will be advocating for continuing State support as a partner in the safety net services delivery effort. The County will continue to lead in the development of overall health policy, advocating for, and ensuring that low-income residents are served respectively and adequately.
  - 4) That the Health Department should continue as the County's major safety net primary care provider until more collaborative, accountable delivery models are in place.

APPROVED this 23rd day of April, 1998.



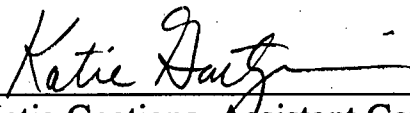
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By

  
Katie Gaetjens, Assistant County Counsel

4/23/98

MEETING DATE: APR 16 1998  
AGENDA NO: C-11  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

APR 23 1998  
C-12  
9:30

AGENDA PLACEMENT FORM

SUBJECT: Child Care slots services for one teen parent in high school

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

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

DEPARTMENT: Community & Family Services DIVISION: Community Programs & Partnerships

CONTACT: Lorenzo Poe TELEPHONE #: 248-3691  
BLDG/ROOM #: 166/7th

PERSON(S) MAKING PRESENTATION: Consent

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amending Portland Public Schools to purchase child care slots for one teen parent attending high school. This amendment is for the period of October 1, 1997 through June 30, 1998.

5/4/98 ORIGINALS TO DCFS Contracts Admin

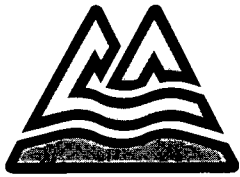
SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
98 APR - 8 PM 1:47  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Beverly Stein, Multnomah County Chair

FROM: Lorenzo Poe, Director *Lorenzo Poe mcs*  
Department of Community and Family Services

DATE: March 4, 1998

SUBJECT: FY 1997-98 Contract Amendment with Portland Public Schools

- I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends Board approval of the attached contract with Portland Public Schools for the period October 1, 1997 through June 30, 1998.
- II. **Retroactive Status:** Due to lengthy negotiations the Portland Public Schools child care slot services were not included during the contracting cycle.
- III. **Analysis:** The Department of Community and Family Services is contracting with Portland Public Schools to purchase child care slots for a teen parent in high school.
- IV. **Background:** Funds for these services are in the Department budget.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract #101488

Prior-Approved Contract Boilerplate: Attached; X Not Attached

Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Architectural & Engineering under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$50,000 <div style="margin-left: 20px;"> <input type="checkbox"/> Expenditure  <input type="checkbox"/> Revenue                 </div>	<input type="checkbox"/> Professional Services over \$50,000 (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 over \$50,000 <input type="checkbox"/> Intergovernmental Revenue Agreement  <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>  <b>AGENDA # C-12 DATE 4/23/98</b>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b> </div>

Department: Community & Family Services

Division: CONTRACTS & EVALUATIONS Date: March 4, 1998

Administrative Contact: Lynn Ervins

Phone: 248-3691 ext. 26644 Bldg/Room 166/7th

Description of Contract: **Purchases Child care slots for the teen parent program.**

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_

Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ JMBE ☐ WBE ☐ QRF

☒ N/A ☐ None

Original Contract No. \_\_\_\_\_ (Only for Original Renewals)

<p>Contractor Name: <b>Portland Public School District</b>                  Mailing Address: <b>501 N. Dixon Portland, OR 97227-1871</b>                  Phone: <b>(503)249-2000</b>                  Employer ID# or SS#: <b>93-6000803</b>                  Effective Date: <b>October 1, 1997</b>                  Termination Date: <b>June 30, 1998</b>                  Original Contract Amount: \$ <b>499,514</b>                  Total Amt of Previous Amendments: \$ _____                  Amount of Amendment: \$ <b>135,676</b>                  Total Amount of Agreement: \$ <b>635,190</b></p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
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<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Poe*

Date: 3/30/98

Purchasing Director: \_\_\_\_\_

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

(Class II Contracts Only)

County Counsel: *Kathy G...*

Date: 4/7/98

County Chair/Sheriff: *...*

Date: 4/23/98

Contract Administration: \_\_\_\_\_

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

(Class I, Class II Contracts Only)

VENDOR CODE GV5555A				VENDOR NAME Portland Public Schools				TOTAL AMOUNT: \$ 635,190			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	Inc/Dec Ind.
									SEE ATTACHED		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

COMMUNITY AND FAMILY SERVICES DEPARTMENT  
CONTRACT APPROVAL FORM SUPPLEMENT  
Contractor : PORTLAND PUBLIC SCHOOLS

Page 2 of 2  
3/30/98

Vendor Code : GV5555A

Fiscal Year : 97/98

Numeric Amendment : 01

Contract Number : 101488

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
06	156	010	1370	Y03X	6060	9303S <input type="text"/>	CYFP-Great Start CYF Child Care	\$0.00	\$10,041.00	\$10,041.00	
05	156	010	1370	Y03X	6060	9999L <input type="text"/>	County General Fund CYF Child Care	\$0.00	\$125,635.00	\$125,635.00	
TOTAL								\$0.00	\$135,676.00	\$135,676.00	\$0.00



MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
CONTRACT #101488, AMENDMENT #1

DURATION OF AMENDMENT: October 1, 1997  
CONTRACTOR NAME: Portland Public Schools  
CONTRACTOR ADDRESS: 501 N Dixon,  
Portland, OR 97227

TO: June 30, 1998  
TELEPHONE: 249-2000  
IRS NUMBER: 93-6000803

This amendment is to that certain contract dated July 1, 1997, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and Portland Public Schools referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

**PART I: CHANGES**

This amendment adds child care slots for a child of a teen parent in high school from October 1, 1997 through June 30, 1998. Total amount is \$135, 676.

**PART II: SPECIAL CONDITIONS**

The CONTRACTOR will provide a year-end report describing the clients served and the outcomes of the child care. The CONTRACTOR will follow their procedures and move rapidly to fill any unused child care monthly slots.

**PART III: AMENDMENT NARRATIVE**

This amendment is retroactive due to lengthy negotiations with Portland Public Schools over costs of child care monthly slots.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

PORTLAND PUBLIC SCHOOLS

BY Lorenzo Poe 3/30/98  
Director, Dept. of Community & Family Services Date

BY \_\_\_\_\_  
Agency Authorized Signer Date

BY Beverly Stein 4/23/98  
Multnomah County Chair Date

REVIEWED:

THOMAS SPONSLER, County Counsel for  
Multnomah County, Oregon

By Katie Gault 4/23/98  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-12 DATE 4/23/98  
DEB BOGSTAD  
BOARD CLERK

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:  
Service Elements and Contract Amounts**

Contractor Name :	PORTLAND PUBLIC SCHOOLS	Vendor Code:	GV5555A
Contractor Address :	RESEARCH & EVALUATION DEPT. PO BOX 3107 PORTLAND OR 97208-3107		
Telephone :	249-2000	Fiscal Year :	97/98
		Federal ID # :	93-6000830

**Program Office Name : DCYF Touchstone**

*Service Element Name : CYF Touchstone (Y70T); Touchstone*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Cost Reimbursement				\$403,843.00
Total								\$403,843.00

**Program Office Name : DCYF Early Childhood Care & Education**

*Service Element Name : CYF Health/Development Screening (Y03H); Skip Program*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Fee for Service	8.00	Screen Session	4,196.00	\$33,567.00
Total								\$33,567.00

**Program Office Name : DCYF Prevention**

*Service Element Name : CYF Alternative Schools (Y01X); Mt. Scott Center for Learning*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Cost Reimbursement				\$52,530.00
Total								\$52,530.00

*Service Element Name : CYF Child Care (Y03X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
1	10/1/97	6/30/98	Per Invoice	Fee for Service	8.00	Child care	1,149.80	\$10,041.00
1	10/1/97	6/30/98	Per Invoice	Fee for Service	109.00	Child care	1,149.80	\$125,635.00
Total								\$135,676.00

*Service Element Name : CYF Summer Camps (Y95X); TLC/TNT Summer Camps*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Fee for Service	6.00	Week long camp	1,596.00	\$9,574.00
Total								\$9,574.00

MEETING DATE: APR 23 1998

AGENDA NO: C-13

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Revenue Agreement Renewal from Portland School District to Fund Children's Mental Health Services under CAAPCare Plus (Partnership)**

**BOARD BRIEFING**

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

Requested By: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: Next Available

Amount of Time Needed: Consent

**DEPARTMENT: Community and Family Services**

**DIVISION: \_\_\_\_\_**

**CONTACT: Lorenzo Poe/ Janice Gratton**

**TELEPHONE: 248-3691**

**BLDG/ROOM: B166/7th**

**PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Janice Gratton**

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☒ APPROVAL   ☐ OTHER

**SUGGESTED AGENDA TITLE**

**Intergovernmental Revenue Agreement Renewal Between Portland School District and Department of Community and Family Services, Funding Mental Health Services for Children Not Served Through Multnomah CAPCare.**

*5/4/98 originals to DCFS contracts Admin*

**SIGNATURES REQUIRED:**

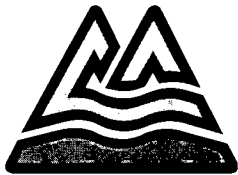
**ELECTED OFFICIAL: \_\_\_\_\_**

**OR**  
**DEPARTMENT MANAGER: Lorenzo Poe**

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

*Any Questions: Call the Board Clerk 248-3277*

98 APR 13 PM 2:25  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe ms*  
Department of Community and Family Services

DATE: April 3, 1998

SUBJECT: Portland Public Schools Revenue Agreement

**I. Retroactive Status:** This contract is retroactive to July 1, 1997 to cover ongoing services. Preparation of the contract was delayed pending Program Office negotiations with the School District.

**II. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the attached Revenue Agreement with Portland Public Schools to fund children's mental health services for the period July 1, 1997 through June 30, 1998.

**III. Background/Analysis:** The funds will support a blended fund, currently called the Children's Mental Health Partnership, within the Department's Mental Health Organization. The Children's Mental Health Partnership also includes Casey Foundation who matched \$236,000 County dollars for this fiscal year.

**IV. Financial Impact:** The revenue contract is for \$227,437. These revenues are in the Department budget for FY 97/98.

**V. Legal Issues:** None.

**VI. Controversial Issues:** None.

**VII. Link to Current County Policies:** The contract supports the County's benchmarks concerning access to mental health services.

**VIII. Citizen Participation:** Children's mental health programs are advised by CAMHPAC which is comprised of representatives from the School District, provider agencies, consumers, and other involved government agencies.

**IX. Other Government Participation:** The Children's Mental Health Partnership was formerly called the Partners Project. The partnership concept has continued through this blended funding and service coordination among multiple governmental and public organizations, including the County, State, and school districts.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒

Contract # **103448**

Prior-Approved Contract Boilerplate: ☐ Attached; ☒ Not Attached

Amendment # **0**

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Architectural & Engineering under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> Architectural & Engineering over \$50,000 <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 over \$50,000 <input type="checkbox"/> Expenditure <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY</b>  <b>BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-13</u> DATE <u>4/23/98</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b> </div>

Department: **Community & Family Services**  
 Originator: **Susan Salkield**  
 Administrative Contact: **Irene Finley**

Division: **BHD**  
 Phone: **248-3691 ext. 24432**  
 Phone: **248-3691 ext 26296**

Date: **April 1, 1998**  
 Bldg/Room **166/5th**  
 Bldg/Room **166/7th**

Description of Contract: **Funds children's mental health services of CAAPCare Plus.**

RFP/BID #: **n/a-IGA Revenue** Date of RFP/BID: **n/a** Exemption Expiration Date: **n/a**  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☐ None check all that apply  
 Original Contract No. **103377** (Only for Original Renewals)

Contractor Name: <b>Portland Public School District</b> Mailing Address: <b>501 N. Dixon</b> <b>Portland, OR 97227-1871</b> Phone: <b>(503)249-2000</b> Employer ID# or SS#: <b>93-6000803</b> Effective Date: <b>July 1, 1997</b> Termination Date: <b>June 30, 1998</b> Original Contract Amount: <b>\$227,437.00</b> Total Amt of Previous Amendments: <b>\$-0-</b> Amount of Amendment: <b>\$-0-</b> Total Amount of Agreement: <b>\$227,437.00</b>	Remittance Address (if different) _____  <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>upon execution</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>upon execution</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30																
<input checked="" type="checkbox"/> Other \$ <u>upon execution</u>	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:  
 Department Manager: *Lorenzo Paez* Date: 4/3/98  
 Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel: *Katie Gault* Date: 4/8/98  
 County Chair/Sheriff: *William J. Orr* Date: 4/23/98  
 Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

VENDOR CODE #REV208				VENDOR NAME <b>Portland Public Schools</b>				TOTAL AMOUNT: <b>\$227,437.00</b>			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
	395	010	1600			2766			PPS	\$227,437	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

#103448

THIS CONTRACT is between PORTLAND PUBLIC SCHOOL DISTRICT, hereafter called DISTRICT, and

Multnomah County Department of Community and Family Services  
421 SW 6th, 7th Floor (Administrative Office)  
Portland, OR 97204, hereafter called COUNTY

THE PARTIES AGREE:

**1. DESCRIPTION OF SERVICES.** This agreement covers mutual obligations to provide mental health services to high risk children.

A. County Service Responsibilities. COUNTY'S services under this Agreement shall consist of the following:

1) Assist in identifying children eligible for services. Eligible children are those who are: a) under age 21; b) determined not to be enrolled in Multnomah CAPCare, except as allowed by Criteria for Use of Blended Funds (Attachment A); c) no other reasonable source of funds exists for the needed resources; d) Portland Public Schools or Centennial School District students under state requirements, except as indicated in eligibility criteria for CAPCare Plus services; e) emotionally impaired to the point that they are at risk of inpatient psychiatric hospitalization or long-term residential care; and, f) eligible under other criteria as may be established by the Integrated Services Steering Committee and the Interagency Coordinating Council for enrollment in CAPCare Plus.

2) Screen referred children for appropriateness for service using established criteria and a team composed of representatives of each participating agency.

3) Through the use of an inter-agency service planning team, develop a plan of care based on individual treatment and service needs.

4) Refer eligible children to services identified in the child's individual plan. The services will be authorized and coordinated by a managed care coordinator employed by COUNTY.

5) Pursuant to 3. and 4. above, pay (from a blended fund pool) for mental health rehabilitative services provided as part of the plan of care. These services may include but are not limited to: evaluation, day treatment, respite care, intensive family-based treatment services, outpatient treatment, skill training and individualized mental health services. Scope of services excludes non-mental health related educational services, substance abuse treatment, residential and inpatient treatments.

B. County Administrative Responsibilities

- 1) COUNTY shall administer CAPCare/CAPCare Plus Mental Health Organization.
- 2) COUNTY will maintain the blended funding pool for the above Organization.
- 3) COUNTY will establish a governance structure made up of representatives of each participating agency, consisting of an Integrated Services Steering Committee and an Interagency Coordinating Council.
- 4) COUNTY will develop and maintain a system of care that ensures access to clinically appropriate, culturally competent, cost effective family and community-based services for severely emotionally disturbed youth.

C. DISTRICT Responsibilities

- 1) An appointed representative of the DISTRICT will participate as a member of the established governance structures.
  - 2) DISTRICT will participate, as requested by COUNTY, in service plan discussions for any enrolled child.
  - 3) DISTRICT shall provide to enrolled children, if eligible under the Individuals with Disabilities Education Act, the following special education related services: occupational therapy, physical therapy, and speech therapy.
2. **COMPENSATION.** DISTRICT agrees to pay COUNTY a total sum of \$227,437 upon execution of the contract or in accordance with a mutually agreed upon schedule, to be managed in accordance with the Criteria for Use of Blended Funds (Attachment A), or otherwise, as directed by the Integrated Services Steering Committee.
3. **TERM.** The term of this Agreement shall be from July 1, 1997 through June 30, 1998, unless sooner terminated under the provisions hereof.
4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, Attachment A and the attached Conditions of Contract.

The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision. This contract contains the entire contract between the parties and supersedes all prior written or oral discussions or agreements. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified below, unless otherwise designated in writing.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY  
421 SW 6<sup>th</sup> AVENUE, 7<sup>TH</sup> FLOOR  
PORTLAND, OR 97204

PORTLAND PUBLIC SCHOOLS  
501 N. DIXON  
PORTLAND, OR 97227-1871

BY *Lolenz Poe* 4/13/98  
Director, Dept of Community & Family Services Date

BY \_\_\_\_\_  
(Signature) Date  
\_\_\_\_\_  
(Please print name of signator)  
\_\_\_\_\_  
Title

BY *Beverly Stein* 4/23/98  
Beverly Stein, Date  
Multnomah County Chair

BY \_\_\_\_\_  
(Signature) Date  
\_\_\_\_\_  
(Please print name of signator)  
\_\_\_\_\_  
Title

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
**AGENDA #** C-13 **DATE** 4/23/98  
DEB BOGSTAD  
**BOARD CLERK**

REVIEWED:

BY *Katie Gault* 4/8/98  
Thomas Sponsler, County Date  
Counsel For Multnomah County, Oregon



**PORTLAND PUBLIC SCHOOL DISTRICT CONTRACT #103448**  
**CONDITIONS OF INTERGOVERNMENTAL AGREEMENT**

The attached contract for services between Portland Public School District, herein called "DISTRICT", and Multnomah County, herein "COUNTY", is subject to the following:

1. **FUNDS AVAILABLE.** DISTRICT certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to DISTRICT in the amounts anticipated, DISTRICT may terminate or reduce contract funding accordingly. DISTRICT will notify COUNTY as soon as it receives notification from funding source.
2. **INDEPENDENT CONTRACTOR STATUS.** COUNTY is an independent contractor, and neither COUNTY, COUNTY'S subcontractors nor employees are employees of the DISTRICT. COUNTY is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.
3. **SUBCONTRACTS AND ASSIGNMENT.** COUNTY may subcontract with others for any of the work prescribed herein. The DISTRICT is not liable to any third person for payment of any compensation payable to COUNTY as provided in this agreement.
4. **ACCESS TO RECORDS.** The DISTRICT'S authorized representatives shall have access to the books, documents, papers, and records of COUNTY which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall have access to such reports, files, documents, papers, and records of DISTRICT as are directly pertinent to services provided under this agreement after obtaining applicable consent in writing. Confidential records for all direct service clients shall be maintained by COUNTY.
5. **PROPERTY.** All work performed by COUNTY under this contract shall be the property of the DISTRICT.
6. **WORKERS' COMPENSATION INSURANCE.** COUNTY is self insured for worker's compensation insurance coverage and shall maintain that insurance for the duration of the contract.
7. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the COUNTY shall hold harmless, defend, and indemnify the DISTRICT and the DISTRICT'S officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the COUNTY'S work or any subcontractor's work under this contract.

To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the DISTRICT shall hold harmless, defend, and indemnify the COUNTY and the COUNTY'S officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the DISTRICT'S work under this contract. The DISTRICT will also require that the work of any non-government subcontractor under this agreement is covered by a Comprehensive or Commercial General Liability Insurance policy issued by companies admitted to do business in Oregon or, in the alternative, rated "B+ or better" by Best's Insurance Rating. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. COUNTY shall be named as an additional certificate holder on the insurance policy.

8. **ADHERENCE TO LAW.** The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION.** COUNTY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. COUNTY must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION.**

A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The DISTRICT, by written notice of default, may terminate this agreement if COUNTY fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of COUNTY shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of COUNTY or liability of COUNTY or DISTRICT which accrued prior to termination.

11. **FINAL PAYMENT.**

All final requests for payment must be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the COUNTY.

## ATTACHMENT A

### CAPCARE PLUS INTERAGENCY COORDINATING COUNCIL CRITERIA FOR USE OF BLENDED FUNDS

In order to be eligible for funds from the blended funding pool contributed by child serving agencies into **Multnomah CAPCare Plus**, the following criteria will be met.

1. The child will meet eligibility for Level II (See **CAPCare** Level II criteria). However, Level I may be a referral source for some children as they exit Level II.
2. No other reasonable source of funds exists for the needed resources; coordination of benefits is imperative in order to meet the goals of the collaborative funders (see Mission/Value/Goal statement).
3. Allocation of resources based on following percentage of clients served:
  - a. 70% of funds available: Non-covered families
  - b. 30% of funds available: Open card families & **CAPCare** members who fit #2 above.
4. Adjustment to these criteria will be made by consensus of those members of the ICC on a case by case basis.
5. Clients served will be reviewed for continuation every six months.
6. The child will reside within the boundaries of Portland Public School District or Centennial School District; participating funding agencies may make exception to this priority based on consensus. For the purpose of referral, it is agreed that some agencies (e.g. Casey Family Program, Multnomah County Department of Community and Family Services, Metro Region Services for Children and Families, Multnomah County Department of Juvenile Justice Services) have no boundary other than residence in Multnomah County and consideration should be given to those children who are considered to be most needy of this service by those agencies. Consideration will be given for continuation of services to children who move out of the PPS or Centennial School District boundary; contributions by receiving School Districts will be accepted.

MEETING DATE: APR 16 1998 APR 23 1998

AGENDA NO: C-19 C-14  
9:30

(Above Space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: IGA between the Department of Juvenile and Adult Community Justice and the Oregon Youth Authority.

BOARD BRIEFING

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: 4/16/98

AMOUNT OF TIME REQUESTED: N/A

DEPARTMENT: Juvenile and Adult Community Justice DIVISION: Juvenile Justice

CONTACT: Jerry Martin

TELEPHONE #: x22222

BLDG/ROOM#: 311/RMS

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

*Amendment to Revenue IGA between the Department of Juvenile and Adult Community Justice and the Oregon Youth Authority to increase funding by 3% and to extend provision of services for the Juvenile Diversion Program through June 30, 1999.*

*5/4/98 originals to Jerry Martin*  
**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
OR

DEPARTMENT MANAGER:  \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

G:\DATA\CONTRACT\BAPF.DOC

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
98 APR - 7 AM 10:44

MEMORANDUM

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TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director  
Department of Juvenile And Adult Community Justice

DATE: April 6, 1998

RE: Approval of an Intergovernmental Revenue Agreement between the Oregon Youth Authority and the Department of Juvenile and Adult Community Justice enabling the Department to continue participation in Oregon's Juvenile Diversion Program.

---

- I. Recommendation/Action Requested: The Department of Juvenile And Adult Community Justice recommends the Board's approval of this Intergovernmental Revenue Agreement with the Oregon Youth Authority (OYA) for funding to support DJACJ's continued participation in the Juvenile Diversion Program.
- II. Background/Analysis: The Department of Juvenile And Adult Community Justice has participated in the State's downsizing efforts since July 1, 1990. The purpose of the diversion program is to provide evaluation and diagnostic services, dispositional services to parole violators, detention back-up services, community programs and services, and a process for making training school placements and parole decisions. In Fiscal Year 1997, DJACJ was awarded a 2-year grant to fund continued participation. This is the second year of that grant.
- III. Financial Impact: This Agreement will provide \$858,632 to fund participation costs.
- IV. Legal Issues: N/A
- V. Controversial Issues: N/A
- VI. Link to Current County Policies: This Agreement addresses public safety issues as well as meeting youths' needs to transition successfully back into the community.
- VII. Citizen Participation: N/A
- VIII. Other Government Participation: N/A

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 700028

Prior-Approved Contract Boilerplate: ☒ Attached: ☐ Not Attached

Amendment # 1

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$50,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$50,000 (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	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> <b>AGENDA #</b> <u>C-14</u> <b>DATE</b> <u>4/23/98</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
--	---	--

Department: Juvenile & Adult Community Justice Division: RMS Date: 3/26/98

Contract Originator: Bill Morris Phone: 248-3532 Bldg/Room: 311

Administrative Contact: Jerry Martin Phone: 248-3460 x22222 Bldg/Room: 311/RMS

Description of Contract: This Revenue IGA Amendment (OYA Diversion) allows DJACJ to continue to provide evaluation and diagnostic services, disposition of parole violations, detention back-up community programs and services and a process for making training school placements and parole placement decisions.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR #: \_\_\_\_\_ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☒ None

Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Oregon Youth Authority</u> Mailing Address: <u>500 Summer St. NE</u> <u>Salem, OR 97310-1017</u> Phone: <u>(503) 945-5651</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1998</u> Termination Date: <u>June 30, 1999</u> Original Contract Amount: \$ <u>833,624</u> Total Amount of Previous Amendments: \$ <u>-0-</u> Amount of Amendment: \$ <u>858,632</u> Total Amount of Agreement \$ <u>1,692,256</u>	Remittance Address (if different) _____ _____ _____ Payment Schedule Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>71,552.67</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
---	---

## REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 4-5-98

Purchasing Manager: [Signature] Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: [Signature] Date: 4/7/98

County Chair/Sheriff: [Signature] Date: April 23, 1998

Contract Administration: [Signature] 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 DESCRIP	AMOUNT	INC DEC
01	156	022	2720			2318		DNZG	OYA Diversion	\$ 11,683	
02	156	022	2740			2318		DNZG	OYA Diversion	\$ 584,240	
03	156	022	2780			2318		DNZG	OYA Diversion	\$ 134,770	
04	156	022	2900			2318		DNZG	OYA Diversion	\$ 127,939	

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance



**FIRST AMENDMENT  
STATE OF OREGON INTERGOVERNMENTAL AGREEMENT**

State of Oregon  
Oregon Youth Authority

Agreement Log #7-9031 a

Provider # D 90847

This FIRST AMENDMENT TO the INTERGOVERNMENTAL AGREEMENT (this "Amendment") made by and between the STATE OF OREGON, acting by and through its OREGON YOUTH AUTHORITY ("Department"), and Multnomah County Board of Commissioners, ("Contractor"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The original Agreement by and between the Department and Contractor, Agreement number 7-9031 as may be amended from time to time in accordance with its terms (the "Agreement"), is hereby amended (changes indicated by underlining) as follows:

a. Amend the Contract Agreement, Section 1 entitled **Effective Date and Duration**, to change the end date from June 30, 1998 to reflect a new end date of June 30, 1999.

b. Amend the Contract Agreement, Section 3, entitled **Consideration**, to change the amount not to exceed from \$833,624.00 to reflect a new amount of \$1,692,256.00

c. Amend the Contract Agreement entitled Exhibit A, Section 1, entitled **Statement of Work**, subsection 1.1, section "b", only, to read as follows:

b. In addition, the Contractor shall provide the Department with psychological evaluation of all youth committed to a Youth Correction Facility for public safety reserve offenses. The psychological evaluation provided shall be current and appropriate to the youth's current status. Current is defined as within six months prior to commitment to the Youth Correctional Facility.

d. Amend the Contract Agreement entitled Exhibit A, Section 1, entitled **Statement of Work**, subsection 1.1, to add a new paragraph entitled section c, which shall read as follows:

c. The state may recover the funds from the Contractor for the cost of a psychological evaluation if one is not provided. The state may receive up to an amount of \$350.00 for each complete psychological evaluation, or the actual cost if less than a complete psychological evaluation is needed, as determined by the Department. These funds will be withheld from the Contractor's next Diversion check.

e. Amend the Contract Agreement entitled Exhibit A, Section 1, entitled **Statement of Work**, subsection 1.3, in its entirety, to read as follows:

1.3 The Contractor is responsible for completing a reformation plan approved by the Department, and for assuring the plan accompanies the youth at the time of commitment to the Oregon Youth Authority for placement in a Youth Correctional Facility or Community Program. The State may recover funds in the amount of \$200.00 per youth for non performance of this provision. The funds will be withheld from the Contractor's next diversion check.

f. Amend the Contract Agreement entitled Exhibit A, Section 1, entitled **Statement of Work**, subsection 1.4, in its entirety, to read as follows:

1.4 The Contractor will provide a revocation hearing in the community prior to returning a youth to a state custody bed. The Youth Correctional Facility in which the youth resides must receive the report within 72 hours of the youth's arrival. The Department may recover funds in the amount of \$55.00 for each failure to comply with this provision. The fee will be withheld from the Contractor's next diversion check.

g. Amend the Contract Agreement entitled Exhibit A, Section 1, entitled **Statement of Work**, subsection 1.6, in its entirety, to read as follows: (form number deleted only)

1.6 Contractor shall submit quarterly data on services provided to youth on forms provided by the Department. The data shall be received by the 10th of the month for each quarter (January, April, July and October).

h. Amend the Contract Agreement entitled Exhibit A, Section 2, entitled **Consideration**, subsection 2.3, in its entirety, to read as follows:

2.1 As consideration for the services provided by the Contractor under this Contract during the period beginning July 1, 1997, and ending June 30, 1999, the Department, subject to the provision of ORS 293.462(payment of overdue account charges) and the terms and conditions of this Contract, will pay to the Contractor, by check(s) an amount not to exceed \$1,692,256.00 to be paid as follows:

a. During the period from July 1, 1997 through June 30, 1998 an amount of \$69,468.67 per month.

b. During the period from July 1, 1998 through June 30, 1999 an amount of \$71,552.67 per month.

i. Amend the Contract Agreement entitled Exhibit A, Section 2, entitled **Consideration**, subsection 2.3, in its entirety, to read as follows:

2.3 Contractor shall submit billings on the form entitled Billing For Diversion Services and the Contract/Invoice Voucher, copies of which will be furnished to the Contractor. Billings shall be submitted by the 10th of each month to Oregon Youth Authority, Budget & Contracts Unit, Attention: Kathy Booher, 530 Center NE, Suite 200, Salem, Oregon 97301-3740.

2. Except as expressly amended by this Amendment, all terms and conditions of the Agreement remain unamended and in full force and effect.

3. By signature below, Contractor certifies that the representations, warranties, and certifications in the Agreement are true and effective as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment, and the individual signing on behalf of Contractor certifies under penalty of perjury that (i) s/he is authorized to act on behalf of Contractor, (ii) s/he has knowledge regarding payment of taxes by Contractor, and (iii) to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation, state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program, and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

4. This Amendment is effective the date on which this Amendment is fully executed by the parties and fully approved as required by applicable statutes and rules.

**I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the Contractor**  
**Contractor:**

By [Signature] Date 3-12-98  
Title Director

Mailing Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**Approved by Department of Administrative Services:**

By N/A Date \_\_\_\_\_  
Personal Services Agreements Section

**Other Required Signature:**

By N/A Date \_\_\_\_\_  
Authorized Signature

**DEPARTMENT: STATE OF OREGON, acting by and through its Oregon Youth Authority**

**Approved as to Legal Sufficiency by the Attorney General's Office:**

By \_\_\_\_\_ Date \_\_\_\_\_  
Manager of Budget and Contracts  
Mailing Address: 530 Center St. NE, Suite 200  
Salem, Oregon 97301-3740  
Facsimile: (503) 373-7921

By N/A Date \_\_\_\_\_  
Assistant Attorney General  
**Reviewed by OYA Contracts Officer:**

By [Signature] Date 3/10/98

THOMAS SPONSLER, COUNTY COUNSEL  
for Multnomah County, Oregon

[Signature]  
Katie Gættjens,  
Assistant County Counsel

Date: 4/7/98

BEVERLY STEIN, CHAIR  
Board of County Commissioners

[Signature]  
Date: April 23, 1998



MEETING DATE: APR 16 1998 APR 23 1998

AGENDA NO: C-20 C-15

(Above Space for Board Clerk's Use Only)

9:30

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement (IGA) with Clackamas County, Oregon

BOARD BRIEFING

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: 4/16/98

AMOUNT OF TIME REQUESTED: N/A

DEPARTMENT: Juvenile and Adult Community Justice

DIVISION: Juvenile

CONTACT: Jerry Martin

TELEPHONE #: x22222

BLDG/ROOM#: 311/RMS

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

**SUGGESTED AGENDA TITLE:**

*Amendment to Revenue IGA #700028 between the Department of Juvenile and Adult Community Justice and Clackamas County to increase funding by 3% and to extend provision of services through June 30, 1999.*

*5/4/98 originals to Jerry Martin*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF  
CLACKAMAS COUNTY COMMISSIONERS  
98 APR - 7 AM 10:45  
MULTNOMAH COUNTY  
OREGON

## MEMORANDUM

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TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director  
Department of Juvenile and Adult Community Justice

DATE: April 6, 1998

RE: Approval of an Intergovernmental Revenue Agreement Regulating  
Delivery Of Detention Services Between Multnomah County  
Department of Juvenile and Adult Community Justice (DJACJ) And  
Clackamas County

---

- I. RECOMMENDATION/ACTION REQUESTED: The Department of Juvenile and Adult Community Justice recommends the Board's approval of an Intergovernmental Revenue Agreement with Clackamas County for continued utilization of the premises in the Juvenile Justice Complex for the detention of juveniles referred to the Clackamas County juvenile justice system in need of secure custody.
- II. BACKGROUND/ANALYSIS: Juvenile Justice has contracted with Clackamas County Juvenile Department, for more than sixteen (16) years to offer detention services in the Tri-County area for counties which do not have a detention facility.
- III. FINANCIAL IMPACT: This Agreement stipulates payment by Clackamas of \$693,311 to be paid to Multnomah County for the exclusive use of fourteen (14) guaranteed bed spaces. This rate represents \$113.49 for original 10 guaranteed beds and \$163.97 per bed per day for the additional four (4) beds guaranteed under this contract. If the required bed space exceeds the guaranteed fourteen (14), the rate for each additional bed will be \$163.97 per day. Every youth served under this Agreement will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.
- IV. LEGAL ISSUES: N/A
- V. CONTROVERSIAL ISSUES: N/A
- VI. LINK TO CURRENT COUNTY POLICIES: This Agreement supports the Department's philosophy of offering detention services in the Tri-County area for counties which do not have a detention facility.
- VII. CITIZEN PARTICIPATION: N/A
- VIII. OTHER GOVERNMENTAL PARTICIPATION: N/A

## **MARTIN Jerry**

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**From:** TRACHTENBERG Robert J  
**Sent:** Monday, April 13, 1998 9:32 AM  
**To:** CLAWSON Elyse; MARTIN Jerry  
**Cc:** FORD Carol M; WEBER Jacquie A; DARGAN Karyne A  
**Subject:** C-20 and C-21 for April 16 agenda

The summary memo states that Clackamas and Washington Counties will be charged \$163.97 per day for beds used in excess of the 14 contracted. However, the amendments on the agenda fail to make any changes to Section II, "Services to be Provided", Paragraph C, Compensation Rates and Modes of Payments", Subparagraph 2 (at page 6), which set the rate for 1997 at \$159.19 per day.

Change #2 needs to be corrected, accordingly.

BOARD OF  
COUNTY COMMISSIONERS  
98 APR 15 11 09 58  
MULTNOMAH COUNTY  
OREGON

MULTNOMAH COUNTY DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE  
ADULT COMMUNITY JUSTICE  
CONTRACT NUMBER 700028 / AMENDMENT NUMBER 1

DURATION OF AMENDMENT: July 1, 1998

TO: June 30, 1999

INTERGOVERNMENTAL AGREEMENT NAME: Clackamas County

TELEPHONE: (503) 655-8342

CONTRACTOR ADDRESS: 2121 Kaen Road, Oregon City, Oregon 97045

This amendment is to contract number 700028 dated September 4, 1997, between Multnomah County, hereinafter referred to as "Multnomah" and Clackamas County, hereinafter referred to as "Clackamas." It is understood by the parties that all conditions and agreements in the original contract are still in force and apply to this amendment, unless specifically superseded by the language in this amendment.

**CHANGES:**

#1. This amendment changes the terms of service as described in Section II, "Services to be Provided", Paragraph "A", Subparagraph 1.c. to read as follows:

"Fourteen (14) Bed spaces shall be available for the exclusive use of Clackamas on a continuous 24-hour a day basis through June 30, 1999."

#2. This amendment, also, changes the terms of compensation as described in Section II, "Services to be Provided", Paragraph "C", "Compensation Rates and Mode of Payments", Subparagraph 1 to read as follows: "For the duration of this annual Agreement, Clackamas shall pay to Multnomah the sum of \$693,311.00 for the provision of fourteen (14) guaranteed beds and program services and normal care. The above sum shall be paid by Clackamas to Multnomah in three equal installments of \$231,103.67 payable on October 1, 1998, February 1, 1999, and June 1, 1999. This rate represents \$113.49 per bed per day (excluding O&M costs) for original 10 guaranteed beds and \$163.97 per bed per day (including O&M costs) for the additional 4 beds."

#3. This amendment, also, changes the duration as described in Section IV, "Agreement Term and Termination", Paragraph "A" to read as follows:

"This agreement shall apply from July 1, 1998 through June 30, 1999 and is subject to renewal annually."

In witness thereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY, OREGON

CLACKAMAS COUNTY, OREGON

By [Signature] 4-5-98  
Director, Dept. of Juvenile and Adult Community Justice Date

By \_\_\_\_\_  
Chair, Board of County Commissioners Date

By \_\_\_\_\_  
Beverly Stein Date  
Multnomah County Chair

By \_\_\_\_\_  
Clackamas County Counsel Date

REVIEWED: County Counsel for  
Multnomah County, Oregon

By [Signature] 4/7/98  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_

BOARD CLERK

**BOGSTAD Deborah L**

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**From:** JOPLIN Lore A  
**Sent:** Tuesday, April 21, 1998 7:24 PM  
**To:** BOGSTAD Deborah L  
**Subject:** Clackamas County Rev IGA Number

Deb – I finally got word from Mary Orr today about the correct contract number for that Clackamas County Revenue IGA. She worked it out with purchasing and they are going to add a letter onto the end of the number, so, the correct contract number for the Clackamas County Rev. IGA (regulating delivery of detention services between Multnomah County DJACJ and Clackamas County) is 700028-A. If you wouldn't mind adding that onto the CAF and other supporting documents, I would really appreciate it. Let me know if you have any questions or need additional information. Thanks! - Lore

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 700028-A

Prior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached

Amendment # 1

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$50,000  <input type="checkbox"/> Intergovernmental Agreement under \$50,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$50,000 (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 checked="" type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>  <b>AGENDA # C-15 DATE 4/23/98</b>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b> </div>
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Department: Juvenile & Adult Community Justice Division: RMS Date: 4/2/98

Contract Originator: Rich Scott Phone: 248-3798 Bldg/Room: 311/DJJS

Administrative Contact: Jerry Martin Phone: 248-3460 x22222 Bldg/Room: 311/RMS

Description of Contract: This amendment extends the term of the original contract to June 30, 1999 and increases revenue by 3%.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR #: \_\_\_\_\_ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☒ None

Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Clackamas County</u> Mailing Address: <u>2121 Kaen Road</u> <u>Oregon City, OR 97045</u>  Phone: <u>(503) 655-8342</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1998</u> Termination Date: <u>June 30, 1999</u> Original Contract Amount: \$ <u>673,118.00</u> Total Amount of Previous Amendments: \$ <u>-0-</u> Amount of Amendment: \$ <u>693,311.00</u> Total Amount of Agreement \$ <u>1,366,429.00</u>	Remittance Address (if different) _____  Payment Schedule Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>231,103.67</u> <input checked="" type="checkbox"/> Other (3 equal payments) <input type="checkbox"/> Requirements contract - Requisition Required <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

**REQUIRED SIGNATURES:**

Department Manager: \_\_\_\_\_ Date: 4-5-98

Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: \_\_\_\_\_ Date: 4/7/98

County Chair/Sheriff: \_\_\_\_\_ Date: April 23, 1998

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	100	022	2720			2704		CLBD	Clackamas	\$647,688.00	
02	100	015	0950			2704		CLBD	Clackamas	\$45,623.00	
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

MULTNOMAH COUNTY DEPARTMENT OF JUVENILE AND ADULT COMMUNITY  
JUSTICE

CONTRACT NUMBER 700028-AMENDMENT NUMBER 1

DURATION OF AMENDMENT: July 1, 1998 TO: June 30, 1999  
INTERGOVERNMENTAL AGREEMENT NAME: Clackamas County  
TELEPHONE: (503) 655-8342  
CONTRACTOR ADDRESS: 2121 Kaen Road, Oregon City, Oregon 97045

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This amendment is to contract number 700028 dated September 4, 1997, between Multnomah County, hereinafter referred to as "Multnomah" and Clackamas County, hereinafter referred to as "Clackamas." It is understood by the parties that all conditions and agreements in the original contract are still in force and apply to this amendment, unless specifically superseded by the language in this amendment.

**CHANGES:**

#1. This amendment changes the terms of service as described in Section II, "Services to be Provided", Paragraph "A", Subparagraph 1.c. to read as follows:

"Fourteen (14) Bed spaces shall be available for the exclusive use of Clackamas on a continuous 24-hour a day basis through June 30, 1999."

#2. This amendment, also, changes the terms of compensation as described in Section II, "Services to be Provided", Paragraph "C", "Compensation Rates and Mode of Payments", Subparagraph 1 to read as follows:

"For the duration of this annual Agreement, Clackamas shall pay to Multnomah the sum of \$693,311.00 for the provision of fourteen (14) guaranteed beds and program services and normal care. The above sum shall be paid by Clackamas to Multnomah in three equal installments of \$231,103.67 payable on October 1, 1998, February 1, 1999, and June 1, 1999. This rate represents \$113.49 per bed per day (excluding O&M costs) for original 10 guaranteed beds and \$163.97 per bed per day (including O&M costs) for the additional 4 beds."

#3. This amendment, also, changes the terms of compensation as described in Section II, "Services to be Provided", Paragraph "C", "Compensation Rates and Mode of Payments", Subparagraph 2 to read as follows:

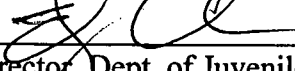
"If Clackamas requires bed space in excess of the fourteen (14) beds described above, the rate for each additional bed shall be \$163.97 per day. Clackamas will be required to pay for such additional beds only for those days on which the combined Clackamas/Washington County population exceeds twenty-eight (28)."

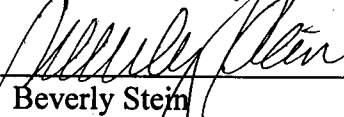
#4. This amendment, also, changes the duration as described in Section IV, "Agreement Term and Termination", Paragraph "A" to read as follows:

"This agreement shall apply from July 1, 1998 through June 30, 1999 and is subject to renewal annually."

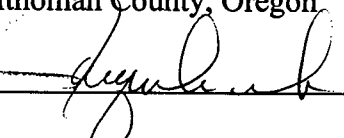
In witness thereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY, OREGON

By  4-13-98  
Director, Dept. of Juvenile and Date  
Adult Community Justice

By  4/23/98  
Beverly Stein Date  
Multnomah County Chair

REVIEWED: County Counsel for  
Multnomah County, Oregon

By  4/14/98  
Date

CLACKAMAS COUNTY, OREGON

By \_\_\_\_\_  
Chair, Board of County Date  
Commissioners

By \_\_\_\_\_  
Clackamas County Counsel Date

c:\mis\bid\amenllw2.doc/an

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
**AGENDA #** C-15 **DATE** 4/23/98  
DEB BOGSTAD  
**BOARD CLERK**



MEETING DATE: APR 16 1998 APR 23 1998

AGENDA NO: C-21 C-16

(Above Space for Board Clerk's Use Only)

9:30

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement (IGA) with Washington County, Oregon

BOARD BRIEFING

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: 4/16/98

AMOUNT OF TIME REQUESTED: N/A

DEPARTMENT: Juvenile and Adult Community Justice

DIVISION: Juvenile

CONTACT: Jerry Martin

TELEPHONE #: x22222

BLDG/ROOM#: 311/RMS

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

*Amendment to Revenue IGA #700757 between the Department of Juvenile and Adult Community Justice and Washington County to increase funding by 3% and to extend provision of services through June 30, 1999.*

5/4/98 ORIGINALS to JERRY MARTIN

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
98 APR - 7 AM 10:45

MEMORANDUM

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TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director  
Department of Juvenile and Adult Community Justice

DATE: April 6, 1998

RE: Approval of an Intergovernmental Revenue Agreement Regulating Delivery of Detention Services between Multnomah County Department of Juvenile and Adult Community Justice (DJACJ) and Washington County

---

- I. RECOMMENDATION REQUESTED: Department of Juvenile and Adult Community Justice recommends the Board's approval of an Intergovernmental Revenue Agreement between Washington County and Multnomah County for continued utilization of the premises in the Juvenile Justice Complex for the detention of juveniles referred to the Washington County Juvenile justice system in need of secure custody.
- II. BACKGROUND/ANALYSIS: The Department of Juvenile and Adult Community Justice has contracted with Washington County Juvenile Department for more than 18 years to offer detention services in the Tri-County area for counties which do not have a detention facility.
- III. FINANCIAL IMPACT: This Agreement stipulates payment by Washington County of \$693,311 to be paid to Multnomah County for the exclusive use of fourteen (14) bed spaces. This rate represents \$113.49 for original 10 guaranteed beds and \$163.97 per bed per day for the additional four (4) beds guaranteed under this contract. If the required bed space exceeds the guaranteed fourteen (14), the rate for each additional bed will be \$163.97 per day. Every youth served under this Agreement will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.
- IV. LEGAL ISSUES: N/A
- V. CONTROVERSIAL ISSUES: N/A
- VI. LINK TO CURRENT COUNTY POLICIES: This Agreement supports the Department's philosophy of offering detention services in the Tri-County area for counties which do not have a detention facility.
- VII. CITIZEN PARTICIPATION: N/A
- VIII. OTHER GOVERNMENTAL PARTICIPATION: N/A

MULTNOMAH COUNTY DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE  
ADULT COMMUNITY JUSTICE  
CONTRACT NUMBER 700757 / AMENDMENT NUMBER 1

DURATION OF AMENDMENT: July 1, 1998 TO: June 30, 1999  
INTERGOVERNMENTAL AGREEMENT NAME: Washington County  
TELEPHONE: (503) 648-8861  
CONTRACTOR ADDRESS: 222 North First Avenue, Hillsboro, Oregon 97114

This amendment is to contract number 700757 dated June 2, 1997, between Multnomah County, hereinafter referred to as "Multnomah" and Washington County, hereinafter referred to as "Washington." It is understood by the parties that all conditions and agreements in the original contract are still in force and apply to this amendment, unless specifically superseded by the language in this amendment.

**CHANGES:**

#1. This amendment changes the terms of service as described in Section II, "Services to be Provided", Paragraph "A", Subparagraph 1.c. to read as follows:  
"Fourteen (14) Bed spaces shall be available for the exclusive use of Washington on a continuous 24-hour a day basis through June 30, 1999."

#2. This amendment, also, changes the terms of compensation as described in Section II, "Services to be Provided", Paragraph "C", "Compensation Rates and Mode of Payments", Subparagraph 1 to read as follows:  
"For the duration of this annual Agreement, Washington shall pay to Multnomah the sum of \$693,311.00 for the provision of fourteen (14) guaranteed beds and program services and normal care. The above sum shall be paid by Washington to Multnomah in three equal installments of \$231,103.67 payable on October 1, 1998, February 1, 1999, and June 1, 1999. This rate represents \$113.49 per bed per day (excluding O&M costs) for original 10 guaranteed beds and \$163.97 per bed per day (including O&M costs) for the additional 4 beds."

#3. This amendment, also, changes the duration as described in Section IV, "Agreement Term and Termination", Paragraph "A" to read as follows:  
"This agreement shall apply from July 1, 1998 through June 30, 1999 and is subject to renewal annually."

In witness thereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY, OREGON

By [Signature] 4-5-98  
Director, Dept. of Juvenile and Adult Community Justice Date

By \_\_\_\_\_  
Beverly Stein Date  
Multnomah County Chair

WASHINGTON COUNTY, OREGON

By \_\_\_\_\_  
Chair, Board of County Commissioners Date

By \_\_\_\_\_  
Washington County Counsel Date

REVIEWED: County Counsel for  
Multnomah County, Oregon

By [Signature] 4/7/98  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_

BOARD CLERK

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 700757

Prior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached

Amendment # 1

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$50,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$50,000 (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 checked="" type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> <b>AGENDA # C-16 DATE 4/23/98</b> <b>DEB BOGSTAD</b> <b>BOARD CLERK</b>
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Department: Juvenile & Adult Community Justice Division: RMS Date: 3/31/98

Contract Originator: Rich Scott Phone: 248-3798 Bldg/Room: 311/DJJS

Administrative Contact: Jerry Martin Phone: 248-3460 x22222 Bldg/Room: 311/RMS

Description of Contract: This amendment extends the term of the original contract to June 30, 1999 and increases revenue by 3%.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR #: \_\_\_\_\_ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☒ None

Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Washington County</u> Mailing Address: <u>222 North First Avenue</u> <u>Hillsboro, OR 97114</u> Phone: <u>(503) 648-8861</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1998</u> Termination Date: <u>June 30, 1999</u> Original Contract Amount: \$ <u>673,118.00</u> Total Amount of Previous Amendments: \$ <u>-0-</u> Amount of Amendment: \$ <u>693,311.00</u> Total Amount of Agreement \$ <u>1,366,429.00</u>	Remittance Address (if different) _____ _____ _____ Payment Schedule Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>231,103.67</u> <input checked="" type="checkbox"/> Other (3 equal payments) <input type="checkbox"/> Requirements contract - Requisition Required <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

## REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 4-5-98

Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: [Signature] Date: 4/7/98

County Chair/Sheriff: [Signature] Date: 4/23/98

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 DESCRIP	AMOUNT	INC DEC
01	100	022	2720			2777		WABD	WASH CTY	\$647,688.00	
02	100	015	0950			2777		WABD	WASH CTY	\$45,623.00	
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

MULTNOMAH COUNTY DEPARTMENT OF JUVENILE AND ADULT COMMUNITY  
JUSTICE

CONTRACT NUMBER 700757 / AMENDMENT NUMBER 1

DURATION OF AMENDMENT: July 1, 1998

TO: June 30, 1999

INTERGOVERNMENTAL AGREEMENT NAME: Washington County

TELEPHONE: (503) 648-8861

CONTRACTOR ADDRESS: 222 North First Avenue, Hillsboro, Oregon 97114

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This amendment is to contract number 700757 dated June 2, 1997, between Multnomah County, hereinafter referred to as "Multnomah" and Washington County, hereinafter referred to as "Washington." It is understood by the parties that all conditions and agreements in the original contract are still in force and apply to this amendment, unless specifically superseded by the language in this amendment.

**CHANGES:**

#1. This amendment changes the terms of service as described in Section II, "Services to be Provided", Paragraph "A", Subparagraph 1.c. to read as follows:

"Fourteen (14) Bed spaces shall be available for the exclusive use of Washington on a continuous 24-hour a day basis through June 30, 1999."

#2. This amendment, also, changes the terms of compensation as described in Section II, "Services to be Provided", Paragraph "C", "Compensation Rates and Mode of Payments", Subparagraph 1 to read as follows:

"For the duration of this annual Agreement, Washington shall pay to Multnomah the sum of \$693,311.00 for the provision of fourteen (14) guaranteed beds and program services and normal care. The above sum shall be paid by Washington to Multnomah in three equal installments of \$231,103.67 payable on October 1, 1998, February 1, 1999, and June 1, 1999. This rate represents \$113.49 per bed per day (excluding O&M costs) for original 10 guaranteed beds and \$163.97 per bed per day (including O&M costs) for the additional 4 beds."

#3. This amendment, also, changes the terms for compensation as described in Section II, "Services to be Provided", Paragraph "C", "Compensation Rates and Mode of Payments", Subparagraph 2 to read as follows:

"If Washington requires bed space in excess of the fourteen (14) beds described above, the rate for each additional bed shall be \$163.97 per day. Washington will be required to pay for such additional beds only for those days on which the combined Washington/Clackamas County population exceeds twenty-eight (28).

#4. This amendment, also, changes the duration as described in Section IV, "Agreement Term and Termination", Paragraph "A" to read as follows:

"This agreement shall apply from July 1, 1998 through June 30, 1999 and is subject to renewal annually."

In witness thereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY, OREGON

By [Signature] 4-13-98  
Director, Dept. of Juvenile and Date  
Adult Community Justice

By [Signature] 4/23/98  
Beverly Stein Date  
Multnomah County Chair

REVIEWED: County Counsel for  
Multnomah County, Oregon

By [Signature] 4/14/98  
Date

WASHINGTON COUNTY, OREGON

By \_\_\_\_\_  
Chair, Board of County Date  
Commissioners

By \_\_\_\_\_  
Washington County Counsel Date

c:\mis\bid\amen\lw2.doc/an

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-16 DATE 4/23/98  
DEB BOGSTAD  
BOARD CLERK

APR 23 1998

MEETING DATE: APR 09 1998

APR 16 1998

C-17  
9:30

AGENDA #:

ESTIMATED START TIME: 10:55am 9:30

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Acquisition of Real Property for Belmont Library Addition

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: April 9, 1998

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Environmental Services

DIVISION: Facilities & Property Mgmt.

CONTACT: Bob Oberst

TELEPHONE #: 248-3851

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst, Mike Harrington

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Acquisition of Real Property for Belmont Library Addition.

4/27/98 ORIGINAL PURCHASE &  
SALE AGREEMENTS & COPIES OF  
ALL TO BOB OBERST

SIGNATURES REQUIRED:

ELECTED

OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT

MANAGER: Bob Oberst

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

98 MAR 25 AM 9:11  
MULTIOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

## SUPPLEMENTAL STAFF REPORT

**To: Board of County Commissioners**

**From: Facilities & Property Management, Department of Environmental Services**

**Date: March 13, 1998**

**Re: Acquisition of Real Property for Belmont Library Addition**

---

1. Recommendation/Action Requested: Order approving acquisition by purchase of real property for construction of addition to Belmont Library and authorizing County Chair to execute documents necessary to such acquisition.
2. Background/Analysis: Multnomah County owns and operates the Belmont Library, a branch library located at 1038 SE 39<sup>th</sup> Avenue, Portland, Oregon. This library, over the years of its operation, has become inadequate to accommodate the increased needs of library users in the area served by this facility. The Library Department plans to construct an improvement to enlarge the existing Belmont Library facility to meet the increased need and requests the Board's approval of the purchase of the real property adjacent to the present Belmont Library for the purpose of such construction.

The value of the three parcels of real property to be acquired was appraised as of January 16, 1998 by Davis Appraisal Company, Inc., an appraiser certified by the State of Oregon, at a total of \$460,000.00. The Facilities & Property Management Division considers the appraisals to be accurate and suitable estimates of fair market value.

3. Financial Impact: The owner of the real property has agreed to accept \$400,000.00 as a net revenue for sale to Multnomah County. The total cost of acquisition will be approximately \$401,000.00.
4. Legal Issues: None expected.
5. Controversial Issues: None, to the Department's knowledge.
6. Link to Current County Policies: N/A.
7. Citizen Participation: Web Page (Library Renovation News and Belmont Library); public meetings, comments and questions; Neighborhood Associations and other neighborhood contacts; Multnomah County Library Board.
8. Other Government Participation: None.



BEFORE THE BOARD OF COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

In the Matter of the Acquisition of )  
Real Property for the Construction )  
of Improvements for Enlargement )  
of Belmont Library )

O R D E R  
#

Whereas the Multnomah County Department of Libraries provides library services to clients in the Belmont Library area at 1038 SE 39<sup>th</sup> Avenue, Portland, and immediately surrounding areas; and

Whereas the existing Belmont Library facility is no longer adequate in size to provide such services; and

Whereas adjacent real property suited to the construction of improvements to the Belmont Library such that it will be adequate to provide such services has been identified; and

Whereas the parcels described in the PURCHASE AND SALE AGREEMENT before the Board this date constitute said real property and have been determined to be available at a price of \$400,000.00 from the owners, Stanley C. Kennedy and Beth I. Kennedy; and

Whereas the total value of the parcels was appraised at \$450,000.00 as of January 16, 1998 by a professional real estate appraiser certified by the State of Oregon, and the Facilities & Property Management Division considers the appraisals to be accurate, and

Whereas it appears that the purchase of the parcels described in the PURCHASE AND SALE AGREEMENT before the Board this date will benefit Multnomah County and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute this PURCHASE AND SALE AGREEMENT before the Board this date and any other documents required for

completion of this purchase and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this \_\_\_ day of April, 1998.

BOARD OF COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Beverly Stein, County Chair

REVIEWED:  
Thomas Sponsler, County  
Counsel for Multnomah County, Oregon

By

  
Matthew O. Sponsler

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**FOR MULTNOMAH COUNTY, OREGON**

**ORDER NO. 98-35**

**Authorizing Acquisition of Real Property for the Construction of  
Improvements for Enlargement of the Belmont Library**

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

- a. The Multnomah County Department of Library Services provides library services to customers in the Belmont Library area at 1038 SE 39th Avenue, Portland, and immediately surrounding areas
- b. The existing Belmont Library facility is no longer adequate in size to provide such services
- c. Adjacent real property suited to the construction of improvements to the Belmont Library such that it will be adequate to provide such services has been identified
- d. The parcels described in the Purchase and Sale Agreement before the Board this date constitute said real property and have been determined to be available at a price of \$400,000.00 from the owners, Stanley C. Kennedy and Beth I. Kennedy
- e. The total value of the parcels was appraised at \$450,000.00 as of January 16, 1998 by a professional real estate appraiser certified by the State of Oregon, and the Facilities and Property Management Division considers the appraisals to be accurate
- f. The purchase of the parcels described in the Purchase and Sale Agreement before the Board this date will benefit Multnomah County

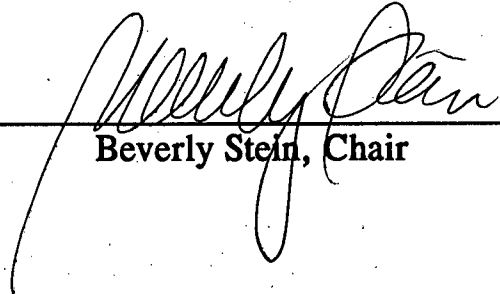
**The Multnomah County Board of Commissioners Orders:**

The Multnomah County Board of Commissioners hereby approves the acquisition of real property for the construction of improvements for enlargement of Belmont Library and authorizes the County Chair to execute the Purchase and Sale Agreement on behalf of Multnomah County, and any other documents required for completion of this purchase.

APPROVED this 23rd day of April, 1998.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this 23rd day of April, 1998 between Stanley C. Kennedy and Beth I. Kennedy (Sellers), as tenants by the entirety and Multnomah County, a political subdivision of the State of Oregon (Purchaser).

### RECITALS

A. Seller owns certain real property (Property) situated in Multnomah County, Oregon and more particularly described as follows:

#### PARCEL I:

Lots 3 and 4, Block 6, EDENDALE, in the City of Portland, County of Multnomah and State of Oregon.

#### PARCEL II:

Lots 1 and 2, Block 6, EDENDALE, in the City of Portland, County of Multnomah and State of Oregon.

#### PARCEL III:

Part of Lots 1 and 2, Block 4, EASTLAND, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Northeast corner of said Lot 2, Block 4, EASTLAND; thence South along the East line of said Lot 2, to a point 100 feet North of the point of intersection of the East line of said Lot 2, with the North line of S.E. Taylor Street as measured along the East line of said Lot 2; thence West parallel to the North line of said Lot 2, 7 ½ feet; thence South parallel to the East line of said Lot 2 to a line drawn parallel to and distant 50 feet from the North line of said Lot 2; thence Westerly parallel to the North line of said Lots 2 and 1 to the Easterly line of S.E. 39<sup>th</sup> Street; thence Northerly along the Easterly line of S.E. 39<sup>th</sup> Street to the North line of said Lot 1; thence Easterly along the North line of said Lots 1 and 2 to the point of beginning.

B. Seller desires to sell and Purchaser desires to purchase the Property for the price and upon the terms and conditions recited below.

### TERMS AND CONDITIONS

1. Purchase and Sale: Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property for the price and in accordance with the terms and conditions set forth in this Agreement.

2. Purchase Price and Payment: The purchase price for the Property shall be Four Hundred Thousand Dollars (\$400,000.00), payable in full in cash upon closing.

3. Title: Purchaser shall obtain, within ten days from the date hereof, a preliminary title report covering the Property, to be prepared by First American Title Insurance Company of Oregon (First American); Purchaser shall have ten days from the receipt of said title report to examine the condition of title to the Property and notify Seller of any objections to exceptions to title shown therein. Not later than five days following Seller's receipt of Purchaser's objections, Seller shall notify Purchaser in writing either that Seller will remove the objectionable exceptions,

or that Seller is terminating this Contract. If Seller terminates this Contract, the Contract shall be null and void, and neither party shall have or make any claim against the other, any provision of this Contract to the contrary notwithstanding. Failure to notify Seller of such objections within said time shall be deemed approval by Buyer of any exceptions to which Buyer fails to object.

4. Warranty Deed, Title Insurance and Closing Expenses: Upon closing, the Property shall be conveyed by Seller by statutory warranty deed, free of encumbrances except for the approved exceptions as provided in paragraph 3 above and Seller shall deliver exclusive possession of the Property to Purchaser. Purchaser, at its expense will obtain a standard form of owner's title insurance policy in the amount of the purchase price insuring title to be vested in Purchaser subject only to the usual printed exceptions and the exceptions authorized to be included in the statutory warranty deed. The sale will be closed in escrow by First American and the escrow fees will be paid fully by Purchaser.

5. Closing Date: Closing will take place at such date as agreed by the parties but not later than July 1, 1998. If Seller is unable to close and deliver exclusive possession of the Property to Purchaser by July 1, 1998, Purchaser shall have the right to terminate this Purchase and Sale Agreement upon five (5) days written notice, excluding Saturdays, Sundays and Legal Holiday, to Seller. Prior to the Closing Date, each party will deposit with First American the funds, documents and instruction necessary for closing.

6. Prorations:

(a) General: For purposes of calculating prorations, Purchaser shall be deemed to be entitled to the Property, therefore entitled to any income and responsible for the expenses, commencing on the day after the Closing Date and the reference to the Closing Date in this paragraph 6 shall be construed as July 1, 1998 or such other date as closing shall occur as provided in paragraph 5.

(b) Taxes and Assessments: Purchaser shall be responsible for payment of all property taxes and assessments for the tax year 1998/99 and subsequent years.

(c) Operating Expenses: All utility service charges for electricity, heat and air conditioning service, other utilities, and other expenses incurred in operating the Property that Seller customarily pays in the ordinary course of operation of the Property shall be prorated on an accrual basis. Seller shall pay all such expenses that accrue prior to the Closing Date. To the extent possible, Seller and Purchaser shall obtain billings and meter readings as of the Closing Date to aid in such prorations.

(d) Service Contracts: Amounts payable under service contracts shall be prorated as of the Closing Date on an accrual basis. Seller shall pay all amounts due thereunder which accrue prior to the Closing Date and Purchaser shall pay all amounts accruing from and after the Closing Date; provided, however that Purchaser shall not be deemed to have assumed or required to assume any liability or responsibility for such service contracts.

(e) Adjustments: Prorations, if and to the extent known and agreed upon as of the Closing Date, shall be paid by Purchaser to Seller (if the prorations result in a net credit to Seller) or by Seller to Purchaser (if the prorations result in a net credit to Purchaser), by adjusting the cash to be paid by Purchaser at closing. Any such adjustments not determined or not agreed upon as of the Closing Date shall be paid by Purchaser to Seller, or by Seller to Purchaser, as the case may be, in cash as soon as practicable following the closing of escrow.

7. Condition of Property:

(a) No representations as to the condition or repair of the Property have been made by Seller or any agent of Seller except as expressly set forth in this Agreement. No agreement to alter, repair or remove the Property has been made by Seller or by any agent of Seller and except as otherwise herein provided, Purchaser shall take the Property "as is" and in

the same condition existing at the Closing Date, subject to the condition that the Property shall be in substantially the same condition at the Closing Date as at the time of execution of this Agreement, ordinary wear and tear excepted.

(b) Purchaser shall have a period of twenty (20) days from the date hereof in which to inspect the Property and to object, in writing to Seller, to any condition of the Property unsatisfactory to Purchaser. Seller shall eliminate any such conditions to the satisfaction of Purchaser prior to the Closing Date or, at its election, Seller may terminate this Purchase and Sale Agreement by written notice to Purchaser with fifteen (15) days after receipt of said written objections from Purchaser. Purchaser shall be deemed to have waived any objections to conditions of the Property if it does not notify Seller thereof as herein provided.

8. Casualty: In the event that prior to the Closing Date the Property or any part thereof is destroyed or damaged and not restored or agreed to be restored by Seller, then, at Purchaser's option, (i) this Agreement shall terminate and neither party shall have any further rights or obligations hereunder, or (ii) the closing shall proceed as provided pursuant to this Agreement and Purchaser shall receive any and all insurance proceeds attributable to casualty, which proceeds shall not be credited against Purchaser's obligation to pay the purchase price.

9. Brokers: Purchaser represents to Seller that it has not employed or dealt with any real estate brokers, sales persons or finders in connection with this sale and purchase. Seller will be responsible for the commission due to any real estate brokers, agents or finders employed by Seller.

10. Remedies: There is no earnest money in connection with this Purchase and Sale. In the event of a breach or default by either party, the other party shall be entitled to such remedies for breach of contract as may be available under applicable law.

11. Entire Agreement: This instrument is the entire, final and complete agreement of the parties pertaining to the Sale and Purchase of the Property, and supersedes and replaces all written or oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.

12. Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when actually delivered in person or forty eight (48) hours after having been deposited in the United States mail as certified or registered mail addressed as follows:

Seller: Stanley C. Kennedy  
Beth I. Kennedy  
12653 S.W. Tooge Road  
Sherwood, Oregon 97140

Purchase: Multnomah County Property Management  
2505 S.E. 11<sup>th</sup> Avenue  
Portland, Oregon 97202

13. Attorney Fees: In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees together with all expenses which it may reasonably incur in taking such action, including, but not limited, to costs incurred in searching records, expert witnesses and consulting fees, discovery depositions whether or not introduced into evidence in the trial, hearing or other proceeding and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award of judgement and any and all appeals taken therefrom.

14. Nonwaiver: Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

15. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon.

16. Captions: All captions and paragraph heading used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

17. Binding Effect: The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

18. Fire Protection: The Property described in this instrument may not be within a fire protection district protecting structures. The Property is subject to land use laws and regulations, which, in farm or forest zones, may not authorize construction or siting of a residence and which limit lawsuits against farming or forest practices as defined in ORS 30.930 in all zones. Before signing or accepting this instrument, the person acquiring fee title to the Property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

By

PURCHASER:

Multnomah County, a political  
subdivision of the State of Oregon

By

Beverly Stein, County Chair

REVIEWED:

Thomas Sponsler, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By



STATE OF OREGON

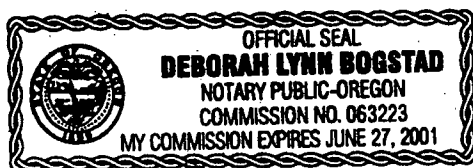
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing Purchase and Sale Agreement was acknowledged before me this 23rd day of April, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

APR 23 1998

MEETING DATE: APR 16 1998

AGENDA NO: C-13 C-18

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, ROD GIRTMAN, for completion of Contract #15503 (Property purchased at auction).

Deed D981544 and Board Order attached.

4/23/98 ORIGINAL Deed & Copies of All to  
TAX TITLE

BOARD OF  
COUNTY COMMISSIONERS  
98 APR - 6 PM 4:11  
MULTNOMAH COUNTY  
OREGON

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: K.A. Tuneberg LAURENCE E. Nicholas

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D981544  
Upon Complete Performance of a Contract  
with ROD GIRTMAN

} ORDER  
98- 36

WHEREAS, on March 22, 1990, Multnomah County entered into a contract with ROD GIRTMAN for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 1, GILBERTS RIDGE, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 23rd day of April, 1998.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By *Matthew O. Ryan*  
Matthew O. Ryan, Assistant County Counsel

DEED D981544

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ROD GIRTMAN, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 1, GILBERTS RIDGE, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$14,000.00.

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

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

ROD GIRTMAN  
215 SE 102ND AVE STE 300  
PORTLAND OR 97216

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 23rd day of April, 1998, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By *Matthew O. Ryan*  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By *K. A. Tuneberg*

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

STATE OF OREGON

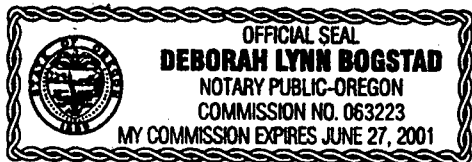
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 23rd day of April, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

APR 23 1998

MEETING DATE: APR 16 1998

AGENDA NO: C-44 C-19

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser, ROD GIRTMAN, for completion of Contract #15504 (**Property purchased at auction**).

Deed D981545 and Board Order attached.

4/23/98 original deed & copies of all to tax title

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: K.A. Tuneberg Lucy E. Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
98 APR - 6 PM 4:11  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D981545  
Upon Complete Performance of a Contract  
with ROD GIRTMAN

} ORDER  
98- 37

WHEREAS, on March 22, 1990, Multnomah County entered into a contract with ROD GIRTMAN for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 2, GILBERTS RIDGE, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 23rd day of April, 1998.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D981545

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ROD GIRTMAN, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 2, GILBERTS RIDGE, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$15,500.00.

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

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

ROD GIRTMAN  
215 SE 102ND AVE STE 300  
PORTLAND OR 97216

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 23rd day of April, 1998, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By K. A. Tuneberg

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



STATE OF OREGON

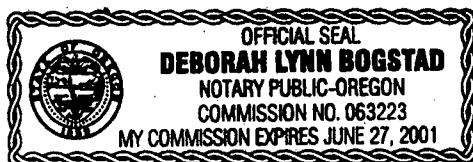
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 23rd day of April, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

APR 23 1998

MEETING DATE: APR 16 1998

AGENDA NO:

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, ROD GIRTMAN, for completion of Contract #15507 (Property purchased at auction).

Deed D981546 and Board Order attached.

4/23/98 ORIGINAL DEED & COPIES OF ALL TO  
TAX TITLE

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: K.A. Tuneberg Levy E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
98 APR - 6 PM 4:10  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D981546  
Upon Complete Performance of a Contract  
with ROD GIRTMAN

} ORDER  
98-38

WHEREAS, on April 18, 1990, Multnomah County entered into a contract with ROD GIRTMAN for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 5, GILBERTS RIDGE, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 23rd day of April, 1998.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

DEED D981546

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ROD GIRTMAN, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 5, GILBERTS RIDGE, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,000.00.

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

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

ROD GIRTMAN  
215 SE 102ND AVE STE 300  
PORTLAND OR 97216

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 23rd day of April, 1998, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By K. A. Tuneberg

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

STATE OF OREGON

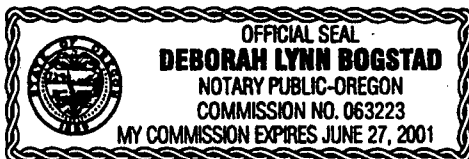
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 23rd day of April, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

APR 23 1998

MEETING DATE: APR 16 1998

AGENDA NO:

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, ROD GIRTMAN, for completion of Contract #15508 (Property purchased at auction).

Deed D981547 and Board Order attached.

4/23/98 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: *K. A. Tuneberg* *W. E. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
98 APR - 6 PM 4:11  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D981547  
Upon Complete Performance of a Contract  
with ROD GIRTMAN

} ORDER  
98-39

WHEREAS, on April 18, 1990, Multnomah County entered into a contract with ROD GIRTMAN for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 6, GILBERTS RIDGE, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 23rd day of April, 1998.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair



REVIEWED:  
Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D981547

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ROD GIRTMAN, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 6, GILBERTS RIDGE, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,500.00.

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

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

ROD GIRTMAN  
215 SE 102ND AVE STE 300  
PORTLAND OR 97216

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 23rd day of April, 1998, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By K. A. Tuneberg

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



STATE OF OREGON

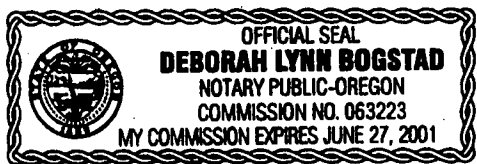
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 23rd day of April, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

APR 23 1998  
MEETING DATE: APR 16 1998  
AGENDA NO: C-17 C-22  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser, M. CAROL BATTLE, for completion of Contract #15773 (Property repurchased by former owner).

Deed D981548 and Board Order attached.

4/23/98 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

(OR)  
DEPARTMENT MANAGER: K. A. Tuneberg Larry E. Nicholas

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

BOARD OF  
COUNTY COMMISSIONERS  
98 APR - 6 PM 4:10  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D981548  
Upon Complete Performance of a Contract  
with M. CAROL BATTLE

} ORDER  
98-40

WHEREAS, on January 19, 1995, Multnomah County entered into a contract with M. CAROL BATTLE for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 13, BLOCK 7, ALBINA HOMESTEAD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 23rd day of April, 1998.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D981548

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to M. CAROL BATTLE, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 13, BLOCK 7, ALBINA HOMESTEAD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,294.25.

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

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

M. CAROL BATTLE  
4048 NE MALLORY AV  
PORTLAND OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 23rd day of April, 1998, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By K. A. Tuneberg

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

STATE OF OREGON

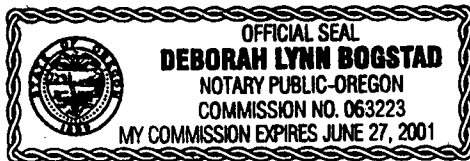
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 23rd day of April, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

APR 23 1998

MEETING DATE: APR 16 1998  
AGENDA NO: C-18 C-23  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

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

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Request approval of Deed to MIKE FAHEY & DENNY REYNOLDS contract purchaser for completion of Contract #15810 (Property purchased at auction).

Deed D981549 and Board Order attached.

4/23/98 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE

#### SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: K. A. Tuneberg Larry E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D981549  
Upon Complete Performance of a Contract 15810  
with MIKE FAHEY  
AND DENNY REYNOLDS

}  
}  
} ORDER  
98- 41

WHEREAS, on April 4, 1996, Multnomah County entered into a contract 15810, Book 96 Page 055440 with MIKE FAHEY and DENNY REYNOLDS, for the sale of the real property hereinafter described; and

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

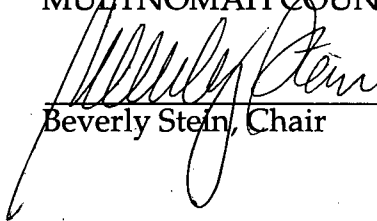
IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 12-16, BLOCK 25 EAST ST JOHNS, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 23rd day of April, 1998.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

DEED D981549

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MIKE FAHEY and DENNY REYNOLDS, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 12-16, BLOCK 25 EAST ST JOHNS, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$11,600.00.

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

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

MIKE FAHEY  
DENNY REYNOLDS  
9023 N GILBERT PLACE  
PORTLAND OR 97203

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 23rd day of April, 1998, by authority of an Order of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair



REVIEWED:  
Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:  
Kathleen A. Tuneberg, Director  
Tax Collections/Records Management

By K. A. Tuneberg

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



STATE OF OREGON

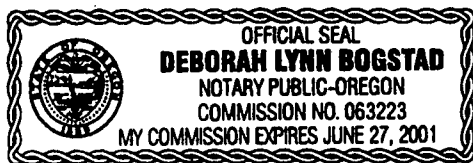
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 23rd day of April, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

APR 19 1998

Meeting Date: APR 02 1998

Agenda No: 2-107 R-9

Est. Start Time: 10:25 10:30 AM

(Above Space for Board Clerk's Use ONLY)

APR 16 1998 APR 23 1998

R-9 C-24  
10:05 9:30

### AGENDA PLACEMENT FORM

**SUBJECT:** Public Reading of an Ordinance amending the Multnomah County Zoning Code (MCC 11.15) to update the code enforcement provisions (C 5-97).

#### BOARD BRIEFING

Date Requested:

Amt. of Time Needed:

Requested By:

#### REGULAR MEETING

Date Requested:

April 2, 1998

Amt. of Time Needed:

15 Min.

**DEPARTMENT:** DES

**DIVISION:** Transportation & Land Use Planning

**CONTACT:** Lisa Estrin

**TELEPHONE:** 248-3043

**BLDG/ROOM:** 412 / 109

**PERSON(S) MAKING PRESENTATION:** Lisa Estrin / Kathy Busse

#### ACTION REQUESTED

☐ Informational Only

☐ Policy Direction

☒ Approval

☐ Other

#### SUGGESTED AGENDA TITLE

Public Reading of an Ordinance amending the Multnomah County Zoning Code (MCC 11.15) to update the code enforcement provisions (C 5-97).

4/23/98 COPIES to LISA ESTRIN, SANDRA  
DUFFY & ORDINANCE Distribution  
List

#### SIGNATURES REQUIRED

Elected Official: \_\_\_\_\_

or

Department Manager: \_\_\_\_\_

KPB Larry F. Nicholas / no

BOARD OF  
COUNTY COMMISSIONERS  
98 MAR 18 2 13 24  
MULTNOMAH COUNTY  
OREGON

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

**To:** Board of County Commissioners

**From:** Planning Staff

**Today's Date:** March 17, 1998

**Requested  
Placement Date:** April 2, 1998

**Subject:** Public hearing on an ordinance to amend section 11.15 of the Multnomah County Code to update the code enforcement provisions of land use planning (Planning case file C 5-97)

**I. Recommendation / Action Requested**

Recommend adoption of an ordinance that will delete the Enforcement Proceeding regulations contained in MCC 11.15.8135 and amend the Violation and Enforcement regulations contained in MCC 11.15.9052 to increase the capability of the County to gain compliance with land use regulations.

**II. Background / Analysis**

Multnomah County Code 11.15.9052 (Violations and Enforcement) currently contains two processes for land use violations. Land use violations may be enforced through the County Hearings Officer pursuant to MCC 11.15.8135 (Enforcement Proceedings) or through County Counsel instituting appropriate legal proceedings on behalf of the County at the request of the Director of Environmental Services. The current practice utilizes County Counsel.

In 1996, the Land Use Planning Division began reviewing the methods available to increase compliance with land use regulations while reducing the dependence on County Counsel for unresolved zoning violations. Through 3 workshops with the Planning Commission, the alternatives for modifying the code enforcement procedures were explored. The Planning Commission and Land Use Planning wanted to create a system that reduced the time required for most code enforcement cases but allowed for review of the violation before a scheduled court proceeding. In addition, the proposed changes will increase the number of enforcement options available to staff to better correspond with the types of violations occurring in the field.

The proposed amendment creates three alternatives for Planning staff in enforcing land use violations. The first option is a Notice of Violation process. This system is quite similar to the current procedure. A complaint is received, investigated and if found to be valid, a Notice of Violation letter is sent to the property owner. The owner is given 30 days to

comply, make a land use application to correct the situation or appeal the Notice of Violation. If the property owner failed to do any of three options, a penalty may be assessed per MCC 11.15.9053. Currently MCC 11.15.9053 allows assessment of up to \$500.00 per day for continuing land use violations.

The second alternative proposed is for land use violations which cause irreparable harm or an immediate health and safety concern. For land use violations in this category, a Stop Work Order may be issued. A Stop Work Order must be posted at the property or hand delivered to the person causing the site damage. The violation is to cease immediately and a penalty as provided in .9053 shall be issued. In addition, a Notice of Violation is sent to the property owner providing options for correcting the violation and allowing for appeal of the Stop Work Order / Notice of Violation.

The third alternative which may be utilized at any time during the Code Enforcement process is for Multnomah County to institute a complaint in the Circuit Court for any remedy provided by law, including injunction, mandamus, abatement, or other appropriate proceedings to correct the land use violation.

In addition to creating the three alternatives in processing land use violations, the proposed amendment codifies a current policy of the Land Use Planning Division. Currently, staff policy is that no land use action, which is usually a building permit, will be issued unless the violation on a property is corrected. The proposed amendment will change this from a staff policy to Multnomah County Code. This will increase staff's ability to enforce the land use codes.

The current method of code enforcement in the Land Use Planning section has created a large backlog of unresolved cases. Modifications are necessary in order to better achieve the land use goals of Multnomah County. The current code enforcement process has very limited ability to deter land use violations and may promote them due to the fact that no additional costs are associated with violation cases except seeking the original land use action needed. In addition, the current process requires a significant amount of land use planning staff time and County Counsel resources to achieve compliance for a single land use violation. The proposed amendments will increase staff efficiency, reduce reliance on the use of County Counsel for minor code enforcement actions and create penalties for property owners seeking to avoid the costs associated with land uses and development.

### **III. Financial Impact**

Fiscal impacts will be neutral. Any penalties assessed will be returned to the General Fund.

### **IV. Legal Issues**

No legal issues have been identified. The revisions proposed are not known to be in violation of any County Planning Policy, Statewide Planning Goals, Statutes or Rules.

## **V. Controversial Issues**

Planning staff held three workshops and one public hearing before the Multnomah County Planning Commission. Limited public comment regarding the proposed ordinance was received. The predominate concern of the Planning Commission members was to allow for the code enforcement planner's determination of a land use violation to be appealed. The proposed ordinance contains a codified method to appeal a Notice of Violation and Stop Work Order.

## **VI. Link to Current County Policies**

The Sauvie Island / Multnomah Channel Rural Area Plan contains material supporting the enforcement of land use laws. Policy 8(b) states " Multnomah County should make enforcement of zoning laws in the channel a higher priority to the Transportation and Land Use Planning Department. In addition, a number of other land use policies in the three rural area plans cannot be easily achieved without land use planning inspections and possible enforcement to ensure compliance.

## **VII. Citizen Participation**

Notice of the Planning Commission hearing on the proposed ordinance was published in the *Oregonian* newspaper. No one testified at the Planning Commission hearing. Notice of this hearing before the Board was also published in the *Oregonian*.

## **VIII. Other Government Participation**

Clackamas County, Washington County, the Cities of Portland and Gresham were contacted regarding their enforcement procedures.

---

**Attachments:** Ordinance C 5-97  
Planning Commission Resolution  
Code Enforcement Quarterly Report

**DECISION OF THE  
MULTNOMAH COUNTY PLANNING COMMISSION**

In the matter of repealing Multnomah County )  
Zoning Ordinance Enforcement Proceedings section) )  
and amending the Multnomah County Zoning )  
Ordinance Violations and Enforcement section to )  
modify the code enforcement process to allow the )  
Land Use Planning section to assess penalties in )  
land use violation cases and to allow emergency )  
enforcement of land use laws in cases were )  
irreparable harm will result or presents an )  
immediate health and safety danger. )

**RESOLUTION**  
C 5-97

**WHEREAS,** Amendments of the text of the Zoning Code may be initiated by request of the Planning Director (MCC 11.15.8405); and

**WHEREAS,** A public hearing shall be held by a majority of the entire Planning Commission on the proposed amendments to the Code; and

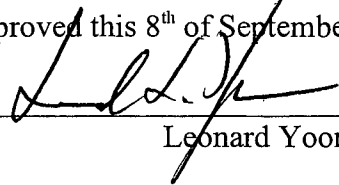
**WHEREAS,** The current utilization of the Code is limited in its capability to resolve land use violations and requires considerable expenditures of Land Use Planning staff and County Counsel resources to resolve zoning code violations and does not assess penalties to deter property owners from committing land use violations; and

**WHEREAS,** The modification of the Violations and Enforcement section of the Zoning Code will increase staff efficiency in achieving compliance with the Code and reduce the case load on the court system resulting from zoning; and

**WHEREAS,** The Planning Commission conducted a public hearing on September 8, 1997, to accept public testimony on the proposed amendment to the zoning code text; and

**NOW, THEREFORE BE IT RESOLVED** that the Planning Commission hereby recommends that the Board of County Commissioners amend the zoning code as indicated in the draft ordinance prepared by staff and identified as the attached Exhibit A.

Approved this 8<sup>th</sup> of September, 1997

By  \_\_\_\_\_  
Leonard Yoon, Chair

# Code Enforcement Quarterly Report

## (October - December, 1997)

Code Enforcement Case Load	July - Sept. '97	Oct. - Dec. '97	Jan. - March '98	April - June '98
Active Violation Cases	57/64*	57		
Complaints Under Review	158/167*	182		
Quarterly Total	215/231*	239		

\* Database correction

### Number of Inspections:

July - Sept. '97: 77

Oct. - Dec. '97: 83

Quarterly Hours:	July - Sept. '97	October - December '97	Jan. - March '98	April - June '98
General Zoning Work Hours:	63.6	64.95		
On-site Inspection Hours:	48.4	42.7		
Total:	112.0	107.65		

Complaints Received:	July - Sept. '97	Oct. - Dec. '97	Jan. - March '98	April - June '98
Totals	37	22		

Number of Current Complaints/Violations by Category	July - September '97	October - December '97	January - March '98	April - June '98
Grading and Erosion Control/ Hillside Development Permit	36/40*	38		
Non-Permitted Dwellings	73/79*	80		
Replacement Dwellings	16/17*	17		
Health Hardships	14/15*	14		
Other	43/47*	49		
Junk Yards	19/19*	19		
Commercial	37/36*	38		
Miscellaneous Violations	18/20*	21		
Land Use Permits/ Development Standards	25/30*	35		
Resorts/Kennels	07/07*	08		
Total	215/231*	239		

\*Database Correction

### Open Complaints/Violations by Category and Date Received

Category	GEC/ HDP	Non-Permitted Dwellings	Junk Yards	Commercial	Misc.	Illegal Struct./ Dev. Standards	Resort/ Kennels	Total
No Date	3	4	0	1	1	1	0	10
'94-'95	10	5	4	9	3	2	3	36
Jan- March '96	0	3	2	2	2	0	0	9
April- June '96	0	4	2	4	0	2	1	13
July – Sept. '96	2	4	1	3	1	5	1	17
Oct. – Dec. '96	4	6	3	3	0	5	0	21
Jan- March '97	6	12	4	4	2	3	1	32
April- June '97	5	19	2	8	9	3	0	46
July – Sept. '97	4	18	0	2	2	8	1	35
Oct. – Dec. '97	4	5	1	2	1	6	1	20
<b>Total</b>	<b>38</b>	<b>80</b>	<b>19</b>	<b>38</b>	<b>21</b>	<b>35</b>	<b>8</b>	<b>239</b>

#### **Cases Closed:**

July – Sept. '97: 32

Oct. – Dec. '97: 14

### Closed Complaints/Violations For October - December '97 by Category and Date Received

Category	GEC/ HDP	Non-Permitted Dwellings	Junk Yards	Commercial	Misc.	Illegal Struct./ Dev. Standards	Resort/ Kennels	Total
No Date	0	0	0	0	0	0	0	0
'94-'95	0	1	0	0	0	0	0	1
Jan- March '96	0	0	0	0	0	0	0	0
April- June '96	0	2	0	0	0	0	0	2
July – Sept. '96	4	0	0	0	0	0	0	4
Oct. – Dec. '96	0	0	0	0	0	1	0	1
Jan- March '97	0	0	0	0	0	0	0	0
April- June '97	1	1(HH)	1	0	0	0	0	3
July – Sept. '97	1	0	0	0	0	0	0	1
Oct. – Dec. '97	0	0	0	1	1	0	0	2
<b>Total</b>	<b>6</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>14</b>



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

5           An Ordinance deleting Enforcement Proceeding regulations contained in  
6 MCC 11.15.8135 and amending the Violation and Enforcement regulations  
7 contained in MCC 11.15.9052 for land use violations to increase the capability of  
8 the County to gain compliance with land use regulations.

9           (Underlined sections are new replacements; ~~[bracketed]~~ sections are deleted.)  
10

11 Multnomah County ordains as follows:  
12

13 Section I. Findings.  
14

15           (A) The current ordinance procedures contained in MCC 11.15.9052  
16 (Violations and Enforcement) contain two processes for land use violations.  
17 The Director of the Department of Environmental Services may enforce land  
18 use violations through a hearing with a County Hearings Officer pursuant to  
19 MCC .8135 (Enforcement Proceedings); or County Counsel may institute  
20 appropriate legal proceedings on behalf of the County at the request of the  
21 Director of Environmental Services. The current practice utilizes County  
22 Counsel.

23           (B) The result of the proposed ordinance amendment is to repeal MCC  
24 11.15.8135 and amend MCC 11.15.9052 to allow penalties to be assessed by  
25 the Land Use Planning section. The amendment of the procedures should  
26 reduce the backlog and dependence on County Counsel for unresolved zoning  
27 violations. In addition, the time period required to gain compliance for most

1 interpretation per MCC 11.15.9045 prior to the Decision of the Appeal. An  
2 interpretation by the Planning Commission shall be rendered within 45 days of  
3 initial Planning Commission meeting in which the item was presented. The Planning  
4 Director shall utilize the Planning Commission's Interpretation in making the  
5 determination of the Decision of Appeal.

6  
7 (I) Reporting to the Planning Commission

8  
9 The Land Use Planning section shall report to the Planning Commission on code  
10 enforcement activities every six months.

11  
12 ADOPTED this 9th day of April, 1998, being the date its second reading before  
13 the Board of County Commissioners of Multnomah County.

14  
15 BOARD OF COUNTY COMMISSIONERS  
16 FOR MULTNOMAH COUNTY, OREGON  
17

18  
19  
20 \_\_\_\_\_  
Beverly Stein, Chair

21 REVIEWED.

22  
23 THOMAS SPONSER, COUNTY COUNSEL  
24 FOR MULTNOMAH COUNTY, OREGON

25  
26 By Sandra H. Duffy  
27 Sandra Duffy, Chief Assistant Counsel  
28

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY, OREGON  
3                   **ORDINANCE NO. 905**

4  
5           An Ordinance deleting Enforcement Proceeding regulations contained in  
6 MCC 11.15.8135 and amending the Violation and Enforcement regulations  
7 contained in MCC 11.15.9052 for land use violations to increase the capability of  
8 the County to gain compliance with land use regulations.

9           (Underlined sections are new replacements; [~~bracketed~~] sections are deleted.)

10  
11 Multnomah County ordains as follows:

12  
13 Section I. Findings.

14  
15           (A) The current ordinance procedures contained in MCC 11.15.9052  
16 (Violations and Enforcement) contain two processes for land use violations.  
17 The Director of the Department of Environmental Services may enforce land  
18 use violations through a hearing with a County Hearings Officer pursuant to  
19 MCC .8135 (Enforcement Proceedings); or County Counsel may institute  
20 appropriate legal proceedings on behalf of the County at the request of the  
21 Director of Environmental Services. The current practice utilizes County  
22 Counsel.

23           (B) The result of the proposed ordinance amendment is to repeal MCC  
24 11.15.8135 and amend MCC 11.15.9052 to allow penalties to be assessed by  
25 the Land Use Planning section. The amendment of the procedures should  
26 reduce the backlog and dependence on County Counsel for unresolved zoning  
27 violations. In addition, the time period required to gain compliance for most

1 land use violations should be greatly reduced.

2 (C) On September 8, 1997 the Planning Commission held a public hearing  
3 pursuant to MCC 11.15. 8410 and recommended approval of the proposed  
4 ordinance amendment. Hearings before the Board of County Commissioners  
5 followed on April 2 and April 9, 1998. All interested persons were given an  
6 opportunity to appear and be heard at the hearings.

7  
8 Multnomah County Code Chapter 11.15 is amended to read as follows:

9  
10 Section II. Deletion of Enforcement Proceedings ordinance section MCC  
11 11.15.8135.

12  
13 A. Repeal section [~~MCC 11.15.8135 Enforcement Proceedings~~].

14 Section III. Amendment of the Violations and Enforcement ordinance section MCC  
15 11.15.9052.

16  
17 B. MCC 11.15.9052 Violations and Enforcement

18  
19 ~~[Any use of land in violation of any provision of MCC 11.15, or the terms and~~  
20 ~~conditions of any development permit by an operator, shall be punishable as~~  
21 ~~provided in MCC .9053.~~

22  
23 ~~(A) The Department of Environmental Services must give written notice of any~~  
24 ~~violation to the operator of the violation. Failure of the operator to receive the~~  
25 ~~notice of violation does not invalidate any enforcement actions taken by the~~  
26 ~~County.~~

27 ~~(B) The provisions of MCC 11.15, or a land use decision made or conditions of a~~

land use approval applied thereunder may be enforced in one or more of the following ways:

(1) By the Director of the Department of Environmental Services pursuant to MCC .8135; or

(2) County Counsel may institute appropriate legal proceedings on behalf of the County at the request of the Director of Environmental Services.

~~(C) — The County may institute appropriate suit or legal action, in law or equity, in any court of competent jurisdiction to enforce the provisions of any order of the Hearings Officer acting under the provisions of MCC .8135, including, but not limited to, its suit or action to obtain judgment for any civil penalty imposed by an order of the Hearings Officer.]~~

Any use of land in violation of any provision of MCC 11.15, MCC 11.45, MCC 9.10 and MCC 9.40 or the terms and conditions of any development permit by a person shall be punishable as provided by MCC 11.15.9052(D)(E) & (F).

#### (A) Definitions

1. "County Ordinance" means all ordinances duly enacted by Multnomah County, including but not limited to zoning, planning, and building ordinances, as specified above.
2. "Notice of Violation": written notice mailed to operator /or property owner when the Code Enforcement Planner identifies violations of any provision of the Multnomah County Code or the terms and conditions of a development permit.
3. "Violator" means any person who has admitted violation of a County Ordinance or a person who has been found to have violated a County

1           Ordinance.

2           4. "Person" includes:

3               a) The United States or agencies thereof, any state, public or private  
4               corporation, local governmental unit, public agency, individual,  
5               partnership, association, firm, trust, estate or any other legal entity,  
6               contractor, subcontractor or combination thereof. For the purposes  
7               of this ordinance, "person" also includes those residing in or  
8               conducting business or activities in the unincorporated areas of  
9               Multnomah County; and

10              b) The owner, title holder, contract seller, or contract buyer of the land  
11              upon which the violation is occurring, is equally responsible for the  
12              violation of County Ordinance, as is the possessor of the land, user  
13              of the land, or the person who is taking the action, conduct or  
14              omission which constitutes a violation of any County Ordinance.

15           5. "Decision of Appeal": The decision of the Planning Director in the appeal  
16           of the Notice of Violation.

17           6. "Grace Period": Time allotted to a property owner to correct a zoning  
18           violation without assessment of penalties, additional code enforcement  
19           inspections or legal action being taken for the cited violation during that  
20           assigned time period. A Grace Period begins from the date the Notice of  
21           Violation is sent or posted. A grace period for a noticed violation does not  
22           grant a property owner the right to continue a use for the time period  
23           specified or prevent inspection or citation of new or other land use  
24           violations.

25  
26       (B) Compliance Required

1 No application for a land use permit or division of land shall be approved for a site,  
2 which is subject to an enforcement action pursuant to the provisions of this section.  
3 A land use permit or division of land may only be issued if it corrects the land use  
4 violation contained in the Notice of Violation.

5  
6 (C) Code Enforcement Planner  
7

8 The Planning Director shall appoint one or more persons to act as the code  
9 enforcement planner(s) for purposes of issuing Notice of Violation(s), and for the  
10 enforcement of MCC 11.15, MCC 11.45, MCC 9.10 and MCC 9.40 or the terms  
11 and conditions of any development permit by an operator or property owner.  
12

13 (D) Enforcement Action  
14

15 (1) An enforcement action may be initiated by the Land Use Planning staff on  
16 its own action, when the Division of Transportation and Land Use  
17 Planning Division receives a complaint, known or anonymous or receives  
18 a directive from the Board of County Commissioners. All complaints are  
19 to be kept confidential, until such time as the violation is closed.  
20

21 (2) If the Code Enforcement Planner determines the existence of a violation,  
22 the Code Enforcement Planner shall send a Notice of Violation to the  
23 property owner and if known, the operator/tenant.  
24

25 a) The notice shall outline the nature of the violation(s) and set forth  
26 options to correct the violation(s).

27 b) The notice shall notify the property owner and the operator/tenant

1 that failure to comply with the Ordinance within thirty days of the  
2 date of the Notice of Violation will result in enforcement under  
3 MCC 11.15.9052(D)(3) and that a penalty of up to \$500.00 per day  
4 may be assessed per MCC 11.15.9053.

5 c) A statement shall also notify the property owner and the  
6 operator/tenant of the right to appeal the determination of a land use  
7 violation and the time limits established by this section.

8 d) If notice is mailed, the compliance time shall be extended by an  
9 additional three days.

10  
11 (3) If the property owner and operator/tenant fails to correct the violation  
12 within the time given, the Code Enforcement Planner may issue a penalty  
13 in accordance with MCC 11.15.9053. Said penalty shall be recorded as a  
14 lien against real property in the Office of the County Recorder if not paid  
15 within sixty days of notification of the property owner and operator/tenant  
16 of the issuance of the penalty.

17  
18 (4) The property owner or his representative may file an appeal of the Notice  
19 of Violation with the Land Use Planning section within the initial 30-day  
20 grace period as stipulated in the Notice of Violation. The appellant has 45  
21 days from the date of filing the appeal to provide written documentation to  
22 the Code Enforcement Planner in support of the appeal. All enforcement  
23 actions, except for actions taken under .9052(E), will be stayed until the  
24 Planning Director reviews the written testimony and determines by a  
25 preponderance of the evidence that a violation has occurred. In the event  
26 that the Planning Director finds in the favor of the appellant, the Notice of  
27 Violation will be rescinded.



- 1       (a) Upon filing of an appeal by the property owner, written notice and  
2       opportunity to comment on the appeal of the Notice of Violation shall  
3       be provided to the complainant, if known, and the surrounding property  
4       owners within:
- 5       (1) 100 feet of the subject property when inside the Urban Growth  
6       Boundary; or
- 7       (2) 250 feet of the subject property where the subject property is  
8       outside the Urban Growth Boundary and not within a farm or forest  
9       resource zone; or
- 10      (3) 500 feet of the subject property where the subject property is within  
11      a farm or forest resource zone.
- 12      (b) The Planning Director may consider any other written testimony  
13      submitted in support of and in opposition to the Notice of Violation.
- 14      (c) After review of the written testimony, the Planning Director shall serve  
15      the property owner with a Decision of Appeal; and
- 16      (d) If the Notice of Violation is upheld, penalties as provided in .9053 shall  
17      be assessed by the Planning Director;
- 18      (e) The Planning Director may delay additional penalties at the time of the  
19      Decision of Appeal by specifying an additional grace period to allow  
20      the property owner to remove the violation from the property. If an  
21      additional grace period is granted, it shall not be less than five days.
- 22      (f) Said penalty shall be recorded as a lien against real property in the  
23      Office of the County Recorder if not paid within sixty days of  
24      notification of the property owner and operator/tenant of the issuance  
25      of the penalty.
- 26
- 27      (5) If the property owner chooses to correct the violation by applying for a

1 land use permit, penalties shall accrue during the application process time  
2 period as provided in MCC .9053.

3  
4 (a) Penalties assessed from the date of formal application for a land use  
5 permit to completion of the project through final inspection may be  
6 waived by the Planning Director provided the property owner  
7 completes the application process within 180 days of filing and  
8 complies with the timeline established as a condition of approval of the  
9 project and if no additional violations occur during the completion of  
10 the conditions of approval.

11 (b) A timeline for compliance with the land use permit shall be included as  
12 a condition of approval of the land use permit and, if possible, shall not  
13 extend past a single construction season.

14  
15 (E) Emergency Enforcement

16  
17 (1) If the Code Enforcement Planner determines, as a result of a site visit  
18 by the Code Enforcement Planner or Code Enforcement Inspector, that  
19 the violation is such that irreparable harm will result, will be difficult to  
20 correct if allowed to continue, or presents an immediate health and  
21 safety danger, the Code Enforcement Planner may, without notice,  
22 issue a Stop Work Order which shall also serve as the Notice of  
23 Violation.

24  
25 (2) The Stop Work Order shall require the property owner to immediately  
26 discontinue the use and shall impose a fine as provided in MCC .9053  
27 pursuant to which the property owner must cease all uses listed in the

1 Stop Work Order. Penalties may be imposed pursuant to MCC .9053  
2 for each 24-hour period in which work continues in violation of the  
3 Stop Work Order. Said penalty shall be recorded as a lien against real  
4 property in the Office of the County Recorder if not paid within sixty  
5 days of notification of the property owner and operator/tenant of the  
6 issuance of the penalty.

7  
8 (3) The property owner shall make land use application or correct the  
9 violation within 15 days of the Stop Work Order being issued. If the  
10 property owner fails to make land use application or correct the  
11 violation within the 15-day time period, the Code Enforcement Planner  
12 may issue a penalty in accordance with MCC 11.15.9053. Said  
13 penalty shall be recorded as a lien against real property in the Office of  
14 the County Recorder if not paid within sixty days of notification of the  
15 property owner and operator/tenant of the issuance of the penalty.

16  
17 (4) If the property owner files an appeal under .9052(D)(4), the property  
18 owner shall not resume the discontinued use(s) until such time as a  
19 Decision of Appeal has been issued and the Planning Director removes  
20 the Stop Work Order from the property.

21  
22 (5) The Planning Director or Code Enforcement Planner may require the  
23 placement of erosion and sediment control devices and/or other health  
24 and safety corrections to occur at his discretion.

25  
26 (F) Notice of Violation; Occurrence; Other Remedies  
27

- 1       1. Except as otherwise specifically provided in this ordinance, a Notice of  
2       Violation shall be used for violation of MCC 11.15, 11.45, 9.10 and 9.40.  
3
- 4       2. Each day (24-hour period) a violation exists shall be a separate citable  
5       offense.  
6
- 7       3. The remedies and procedures provided in this ordinance shall be in  
8       addition to any other remedy or procedure provided by any applicable law.  
9       (a) In addition to any other remedy provided by law to the County, the  
10      County shall be entitled to its reasonable attorney fees and costs.  
11

12 (G) Judicial Review  
13

14 Review of the Decision of Appeal of the Planning Director under this section by any  
15 aggrieved party, including the County of Multnomah, shall be by writ of review as  
16 provided in ORS 34.010 - 34.100.  
17

18 (H) Comprehensive Framework Plan and Zoning or Land Division Ordinance  
19 Interpretations  
20

21 If the Notice of Violation involves a Comprehensive Framework Plan, Zoning or  
22 Land Division Ordinance interpretation by the Planning Staff, not previously  
23 decided by the Planning Commission or the Board of County Commissioners, in  
24 order to appeal Planning staff's interpretation, the property owner must include the  
25 request for interpretation by the Planning Commission in the appeal of the Notice of  
26 Violation. The property owner shall deposit with the Land Use Planning section at  
27 the time of appeal, the fee established under MCC 11.15.9010 for a Planning  
28 Commission Interpretation. The Planning Director shall initiate an action for an

1 interpretation per MCC 11.15.9045 prior to the Decision of the Appeal. An  
2 interpretation by the Planning Commission shall be rendered within 45 days of  
3 initial Planning Commission meeting in which the item was presented. The Planning  
4 Director shall utilize the Planning Commission's Interpretation in making the  
5 determination of the Decision of Appeal.

6  
7 (I) Reporting to the Planning Commission

8  
9 The Land Use Planning section shall report to the Planning Commission on code  
10 enforcement activities every six months.

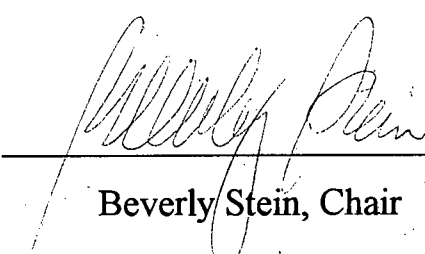
11  
12 ADOPTED this 23rd day of April, 1998, being the date its second reading before  
13 the Board of County Commissioners of Multnomah County.



20  
21  
22  
23  
24

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

25  
26  
27  
28

  
Beverly Stein, Chair

REVIEWED.

THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Sandra Duffy, Chief Assistant Counsel

MEETING DATE: APR 16 1998  
AGENDA #: APR 09 1998  
ESTIMATED START TIME: 10:45 am  
APR 23 1998  
C-25 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

9:30

SUBJECT: Multnomah County Comment to Metro on CGC's Petition for a Minor Locational Adjustment to Metro Urban Growth Boundary

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 9, 1998

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DES DIVISION: Trans & Land Use Planning

CONTACT: R. Scott Pemble TELEPHONE #: 83182  
BLDG/ROOM #: 412/Plan

PERSON(S) MAKING PRESENTATION: Pemble

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Multnomah County Comment to Metro on CGC, Inc.'s Petition for a Minor Locational Adjustment to Metro Urban Growth Boundary for property described as portion of 1S, 3E, Sec. 22, Tax Lot 400.

4/23/98 copies to John Junkin &  
Scott Pemble

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: KB Larry F. Nicholas/mr

BOARD OF  
COUNTY COMMISSIONERS  
98 APR - 1 PM 3:45  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

# MEMORANDUM

*TO:* Board of County Commissioners

*FROM:* R. Scott Pemble

*DATE:* April 1, 1998

*RE:* CGC, Inc.'s Minor Locational Adjustment to the Urban Growth Boundary

*I.* Recommendation/Action Requested:  
Adopt Resolution that "Expresses no preference on the petition".

*II.* Background/Analysis:  
CGC, Inc is applying to Metro for a Minor Locational Adjustment to the Urban Growth Boundary. The Metro Code requires the local governing body with land use jurisdiction over the area in a petition to provide a written statement as part of the petition. The County is the local governing body that has jurisdiction over CGC, Inc.'s site.

The Metro Code list three responses the local governing body can make:

- (A) recommend that Metro approve the petition;
- (B) recommend that Metro deny the petition; or
- (C) expresses no preference on the petition.

Staff recommends option "C".

The subject 19.6-acre site is located south of the Persimmon Golf Course and west of Hogan road. The subject site is a portion of a larger 106.21- acre site zoned EFU that has an approved Golf Course use under the County's Zoning Code, Community Service provisions. Metro has included the subject site in the Urban Reserve #3 area. Water and sewer services provided by the City of Gresham terminate approximately 1000 feet and 1400 feet respectively from the site. The Petitioner indicates the City of Gresham can serve the site and the City has indicated support for the Minor Locational Adjustment to the Urban Growth Boundary petition.

The County has processed several land use applications to allow for the development of the Golf Course and adjacent home sites. The proposed use of the subject site is to develop home sites adjacent to the Golf Course by extending the street system from residential areas situated immediately to the west and located within the City of Gresham. (Refer to the Petitioner's attached Metro petition for discussion of service provisions to the site and site development plans.)

The County's policy pertaining to Urban Reserve Areas is found in the County's Urban Planning Area Agreements with the City of Gresham. In a planning intergovernmental agreement the County and City have agreed the City will be responsible for planning urban areas and arranging for the provision of urban

services to areas designated as part of the City's Urban Planning Area. In the Metro designated #3 Urban Reserve area, jurisdictional decisions (governance agreements) have not been made. The County and City will need to amend planning agreements to incorporate Urban Reserve area #3 into the City's Urban Planning Area.

Given the comment of support from the City of Gresham, the County's Urban Planning Area Agreements with the City and the fact that governance agreements have not been completed, the staff recommends the Board "expresses no preference on the petition". The Metro Council will review all complete applications by applying their code criteria for Minor Locational Adjustment to the Urban Growth Boundary and will consider the comments submitted by the City of Gresham. CGC, Inc.'s petition will be evaluated on its merits in light of Metro Code requirements.

*III.*        Financial Impact:  
None

*IV.*        Legal Issues:  
The Metro Code requires the County to comment on CGC, Inc.'s petition in order for their petition to be deemed complete.

*V.*         Controversial Issues:  
The 19.6-acre subject site is part of a larger 106-acre site. If the subject site is brought into the Urban Growth Boundary there will need to be clear delineation of the subject site via a partitioning process. The mechanics and timing of the process will need to be coordinate between the County, City, Metro and the petitioner.

*VI.*        Link to Current County Policies:  
The current policy is stated in the County's Urban Planning Area Agreement (UPAA) with the City of Gresham. As indicated above, the UPAA establishes the need to resolve governance issues with the City.

*VII.*       Citizen Participation:  
The Metro Council process provides opportunity for citizen participation.

*VIII.*      Other Government Participation:  
Metro Council has jurisdiction for making Minor Locational Adjustments to the Urban Growth boundary. Petitions for the Minor Location Adjustments can be made once a year. The petition must include a comment from the local government having land use jurisdiction over the area being petitioned. Multnomah County has land use jurisdiction over the subject site. Comments from agencies providing services to the subject site must be included with the petition. The City of Gresham supports the application.



**BULLIVANT HOUSER**  
**BAILEY**  
**PENDERGRASS**  
**& HOFFMAN**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

300 Pioneer Tower  
888 S.W. Fifth Avenue  
Portland, OR 97204-2089  
(503) 228-6351

Fax (503) 295-0915  
Cable Address Portlaw

JOHN M. JUNKIN  
Of Counsel  
Direct Dial (503) 499-4613

April 1, 1998

**BY FACSIMILE (248 3389)**

Scott Pemble  
Multnomah County Planning Director  
2115 S. E. Morrison Street  
Portland, OR 97214

Re: Metro UGB Locational Adjustment/ Persimmon Golf  
Course

Dear Mr. Pemble:

I represent CGC, Inc. in its petition to Metro for an UGB locational adjustment at the Persimmon Golf Country Club. Attached is a copy of the petition. Pursuant to Metro Code 3.01.035 CGC submitted a timely petition to Metro, however, the petition has been deemed incomplete and returned due to, among other things, the lack of the necessary written statement of the governing body having land use jurisdiction over the subject property (Metro Code 3.01.033(h)(1)). That governing body is the Multnomah County Commission.


Prior to submitting the petition to Metro we contacted Multnomah County regarding the process of obtaining the required written statement and were advised that due to vacancies and illness on the Board, that there was not the necessary quorum to authorize the written statement. I understand that there will be a quorum at the April 9 meeting of the Board and hereby, on behalf of CGC, ask that you present the CGC request for a written statement at that meeting.

The Metro Code requirements provide that your Board's written statement may recommend approval, denial or no preference in regards to the petition. We appreciate that your office has not had the opportunity to review the petition, and therefore request that you ask the Board to provide a written statement of no preference on the petition. Please be advised that the subject property is contiguous to the City of Gresham and that the City is on record in support of CGC's efforts to bring the property into the UGB by a locational adjustment.

Scott Pemble  
April 1, 1998  
Page 2

I apologize for the short time you have in considering this request, however, it only recently came to our attention that a Board quorum would be present at the April 9 meeting and we are under time constraints to complete the application. Thank you for your cooperation and courtesies.

Very truly yours,



John M. Junkin

JMJ:lo  
Attachments  
cc: Brian Lessler  
Don Hanson

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1700 | FAX 503 797 1797



**METRO**

March 25, 1998

Mr. Don Hanson  
Otak, Inc.  
17355 S.W. Boones Ferry Road  
Lake Oswego, OR 97035

Dear Mr. Hanson:

This letter is to inform you that C.G.C., Inc.'s petition for an Urban Growth Boundary (UGB) Locational adjustment is not complete. Under Metro Code Section 3.01.33 (c), the petitioner must remedy any identified deficiencies within fourteen (14) days of the date of this notification. You have, therefore, until 5:00 p.m., Wednesday, April 8, 1998; to complete and submit the items listed below. After this date, an incomplete petition will be returned, along with the fee, and no further consideration shall be given to it.

Please note that the order of completed petitions received will determine the ranking of the petitions. Metro Council can approve up to 100 acres for any one year under the locational adjustment process. Metro staff plans to process all petitions, including those over the 100-acre limit, through the Hearing Officer step. This process serves to establish a queue for petitions to be considered by the Metro Council. Once the 100-acre limit is achieved for this year, the remaining petitions will be given first consideration on March 15, 1999.

The following items were found to be incomplete or missing from the petition packet. See enclosed pages from petition form and Metro Code for these requirements.

1. Provide completed "Request for Comment from Service Provider" forms from providers of urban services to the subject site. Providers may include special districts, cities or counties. Urban services include, but are not limited to water, sewer, storm drainage, transportation, parks and open space (Metro instruction (H)).
2. A statement by the local governing body with land use jurisdiction over the subject site (Metro Code Section 3.01.033(h)(1)). In this case, a statement is needed from

Mr. Don Hanson  
Otak, Inc.  
March 25, 1998  
Page 2

the Multnomah Board of Commissioners. The cited code section above states that "...a petition shall not be considered completed for hearing unless the petition includes a written statement by the governing body....". The only exception to this requirement, found in Metro Code Section 3.01.033(h)(4), is the applicant's proof that he/she filed with the local government for a statement at least 120 days previously. Another option is to request a waiver of the locational petition deadline (Metro Code Section 3.01.033(d)).

If you have any questions about the above requirements, please call me at 797-1593.

Sincerely,



Glen Bolen  
Associate Regional Planner  
Growth Management Services Department

GB/srb  
I:\GM\UGBadmt.98\Inc.letters\98Linc.ltr.doc

Enclosures

cc: Brian Lessler, C.G.C., Inc.  
Mary Weber

# Letter of Transmittal

9175  
Approvals

Transmitted By...

Date

March 16, 1998

Project # L9175.L01

■ Courier

Project

Persimmon Hillside Site Locational Adjustment

To

Metro Growth Management Section

We Are Sending You...

Copies Page # Description

2		Petition form
2		Responses to Subsection 3.01.035
2		Map sets
2		Letters from Gresham Mayor McRoberts



17355 SW Boones Ferry Rd.  
Lake Oswego, OR 97035  
Phone (503) 635-3618  
Fax (503) 635-5395

1		Fee deposit check for \$2,700.00
2		Statement of intent to annex
1		Tax Assessors maps of site and area
1		Fee Deposit calculation form

## Remarks

Please accept this petition for a locational adjustment of the UGB in the Gresham area.. Please review for completeness and let me know what else is needed. We will deliver the service provider letters and notification list within the next few days.

From Jerry Offer, 699-2417

cc Brian Lessler, CGC Inc.

PETITION FOR AN AMENDMENT TO  
THE METRO URBAN GROWTH BOUNDARY (UGB)

Check one of the following:

Major Amendment (greater than 20 acres) \_\_\_\_\_  
Locational Adjustment (20 acres or less) X  
Natural Area Locational Adjustment \_\_\_\_\_

Check one: This is an addition X, removal \_\_\_\_\_, trade \_\_\_\_\_.

1. a. Petitioner's name and address:

C. G. C., Inc (Brian Lessler)  
8015 SE Hogan Road  
Gresham, OR 97080  
Phone Number: 667-7508

b. Contact person, if other than petitioner (consultant or attorney) or if petitioner is a local government:

Otak, Inc. (Don Hanson or Jerry Offer)  
17355 SW Boones Ferry Road  
Lake Oswego, OR 97035  
Phone Number: 635-3618

2. What is petitioner's interest in the property:

X Property Owner  
\_\_\_\_\_ Contract Buyer  
\_\_\_\_\_ Option to Buy  
\_\_\_\_\_ Other Legal Interest (Specify: \_\_\_\_\_)  
\_\_\_\_\_ Local Government

3. County in which property is located: Multnomah County

4. If the amendment requested were approved, would you seek annexation to (or de-annexation from) a city?

X Yes, the City of Gresham  
\_\_\_\_\_ No

5. Does the property lie outside the Metro boundary?

       Yes   X   No

6. Description of properties included in the petition (list each lot individually and attach a copy of the appropriate tax assessor's map(s)):

a. Legal Description (Township, Range, Section, Lot):

A portion of 1S 3E 22 Tax lot 400

b. Acres:

19.6 acres

c. Owner's Name and Address (Mark "Same" if same as petitioner):

Same

d. Improvements on Property (e.g., none, one single family dwelling, barn, gas station, etc.):

None

Attach additional sheets as needed.

7. a. What sewerage facilities currently serve the property?

  X   None, All Land is Vacant

       Package Sewage Treatment Plant

       Sewer Line to Public System

       Septic Tank

b. If septic tanks, have any septic tanks in the area failed?

       Yes, (Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_)

       No

8. a. How close is the nearest sewer trunk? approximately 1,400 feet to the north

b. Where is the nearest sewer trunk located? along Hogan Creek, north of Butler Road

9. a. Are additional sewer trunks for the area planned?

       Yes   X   No

b. If yes, how close to the property and where would the planned sewer lines run? \_\_\_\_\_  
\_\_\_\_\_

10. How is water provided to the property?

☐ Private Well

☐ Inch Water Line Provided by \_\_\_\_\_ (city or water district)

☒ No Water Provided

11. a. How close is the nearest water main? approximately 1,000 feet to the north

b. Where is the nearest water main located? Butler Road

12. a. Are additional water mains for the area planned?

☒ Yes ☐ No

b. How close to the property and where would planned water lines run? Two water mains would be stubbed at the western edge of the site when Persimmon Phase 5 is developed.

13. Give local plan classification for all roads and list all other transportation services and facilities, within 500' of the property:

None at present. Phase 5 of the Persimmon PUD has been approved for development immediately west of the site. Two local streets within Phase 5 are planned to be stubbed to the western edge of the site.

14. Are there any natural or man-made boundaries to development running along or near your property (rivers, cliffs, etc.)?

☐ Yes (Describe: \_\_\_\_\_)

Mark location on assessor's map or attach other map or photo.

☒ No

15. What is the local comprehensive plan designation of the property?

EFU

16. What is the current local zoning designation?

EFU



17. Does the comprehensive plan identify any natural hazards in this area?

☒ Yes (Describe and explain applicable comprehensive plan policies: Steep slopes.  
Erosion potential should be considered in the hilly areas of East County  
and south of Gresham. On highly erosive slopes, it is important to use  
both non-mechanical and mechanical measures as erosion controls.

☐ No

18. Does the comprehensive plan identify any natural, cultural, or historic resources in this area?

☐ Yes (Describe resources and explain applicable plan policies: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_)

☒ No

19. Are there any agricultural lands (Class I-IV soils) present on the property or adjoining the property, which are designated by the applicable comprehensive plan for farm or forest use?

☐ Yes (Describe type, location and acreage): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

☒ No

20. Is the property or a portion of the property identified as open space, natural area or the equivalent in a city or county comprehensive plan, or in Metro's natural area and open space inventory?

☒ Yes ☐ No If Yes, how many acres? 19.6

21. How do you plan to develop the property if your petition is approved, and what zoning designation would apply?

If the petition is approved, annexation to the City of Gresham and LDR (Low  
Density Residential) zoning will be requested. Development of 25 to 35 detached  
single family residences is the likely development scenario for the site.

22. Has the local government, subject to this petition being approved, provided any conditional zoning for the land area?

\_\_\_\_\_ Yes (Please explain.)

---



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---

  X   No

23. On a separate sheet of paper, please discuss how approval of your petition would comply with each of the applicable standards from Metro Code: see Chapter 3.01.25 and 3.01.30 for Major Amendment Criteria, or Chapter 3.01.35 for Locational Adjustment Procedures which includes Natural Area Locational Adjustments, removals and trades. Only petitions found consistent with these criteria may be approved. It is your responsibility to address these criteria, if they are not adequately addressed the petition may be found incomplete.

24. Petitioners Signatures

I/WE THE UNDERSIGNED HEREBY PETITION THE METRO TO ADD TO/REMOVE FROM THE URBAN GROWTH BOUNDARY THE PROPERTY DESCRIBED HEREIN.

SIGNED,

Name	Tax Lot	Date
CGC, INC by <i>[Signature]</i>		3/16/98
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

e:\pd\ugb\petition

# CALCULATION OF UGB AMENDMENT DEPOSIT

1. Deposit toward administrative costs (actual costs billed (actual costs billed at \$35.00 per hour for Land Use Coordinator time)<sup>1</sup>

Enter \$700.00 if petition is 20 acres or less, \$1,400.00 if more than 20 acres, but less than 50 acres, \$2,500.00, if this is a major amendment of more than 50 acres. \$ 700.00

2. Deposit toward Hearings Officer and Public Notice costs (actual costs billed from invoices received)

(\$2,000.00)

Total

\$ 2,700.00

3. Submit the Total amount calculated with the petition as a deposit towards the costs incurred. Actual costs will be charged from the date the petition is considered complete and eligible until final Council action.

erb  
egm/ugb/deposit  
3/27/96

## PERSIMMON COUNTRY CLUB

500 SE BUTLER RD. 503-674-3200  
GRESHAM, OR 97080

6168

PAY  
TO THE  
ORDER OF

*Metro*

DATE 3-16-98

96-653/1252

\$ 2700<sup>00</sup>

*Twenty Seven Hundred & no/100*

DOLLARS

**MB**  
The  
MERCHANTS BANK  
of Gresham

P.O. Box 2314  
Gresham, OR 97030  
503/661-6688  
Telebank 1-888-727-3737, Ext. 102

FOR

*7-A*

*Sonja M. Cottrell*

⑈006168⑈ ⑆123206639⑆ 01 001890⑈



March 16, 1998

Metro  
600 NE Grand  
Portland, OR

Re: *UGB Amendment for Persimmon — Otak Project No. L9175.L01*

Dear Sir or Madam:

We have discussed the proposed UGB amendment extensively with the City of Gresham. When the UGB amendment is approved the applicant intends to petition for annexation into the City of Gresham within 90 calendar day.

Please fee free to call with any questions or concerns you have regarding this matter.

Sincerely,

Otak, Incorporated

Don Hanson  
Principal

DH:ek

17355 sw boones ferry road  
lake oswego, oregon 97035-5217  
(503) 635-3618  
fax (503) 635-5395

www.otak.com

P:\PROJECT\9100\9175\091698.LTR



ARCHITECTURE  
ENGINEERING  
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URBAN DESIGN



CITY OF GRESHAM  
Office of the Mayor & City Council

March 12, 1998

Mayor

Gussie McRobert

Mike Burton, Executive Officer  
METRO  
600 NE Grand Ave.,  
Portland, OR 97232

RE: UGB Locational Adjustment -- Urban Reserve Area #3

City Council

Bob Moore  
Council President  
Position 5

*Mike*  
Dear Mr. Burton:

The City of Gresham supports this applicant's petition for a UGB locational adjustment for the property identified as Urban Reserve Area #3. Gresham supported the inclusion of this area as an Urban Reserve Area last year.

Jack Gallagher  
Position 1

Approval of this adjustment would allow the developers another phase of their Persimmon development in south Gresham. Services are now in place just west of the site and inclusion of the area would not negatively impact Gresham's ability to provide services at some time in the future when this property is annexed.

Glenn McIntire  
Position 2

Yours truly,

John Leuthauser  
Position 3

*Gussie McRobert*

Debra Noah  
Position 4

Gussie McRobert  
Mayor

David Widmark  
Position 6

GM:JD

cc:\gms\gmsmail.doc

# Letter of Transmittal

**Transmitted By...**

**Date**

March 25, 1998

**Project #** L9175.L01

■ Courier

**Project**

Persimmon Hillside Site Locational Adjustment

**To**

Metro Growth Management Section

**We Are Sending You...**

**Copies Page # Description**

2		Responses to Subsection 3.01.035
2		Map sets



17355 SW Boones Ferry Rd.

Lake Oswego, OR 97035

Phone (503) 635-3618

Fax (503) 635-5395

## Remarks

Please accept the attached as replacements for the responses and maps we submitted for as part of our application for a locational adjustment of the UGB in the Gresham area. The primary change in the responses and maps relates to more detailed information regarding the agricultural suitability classifications for the soils on the site. The new colored map shows that most of the soil on the subject site is Class VI soil, with only a small portion of the site consisting of Class IV soils. Please call me if you have questions.

**From** Jerry Offer, 699-2417

**cc** Brian Lessler, CGC Inc.  
John Junkin, Bullivant, Houser, Bailey

ST:11 86.10  
APR 01:98 11:15  
This was submitted to Metro on 5/26  
to replace earlier response

## Persimmon Hillside Site UGB Amendment

### Response to 3.01.035 Locational Adjustment Procedures - Applicable Approval Criteria

(a) *It is the purpose of sections 3.01.035 and 3.01.037 to establish procedures to be used by the district in making minor UGB amendments. The sections are intended to incorporate relevant portions of statewide goals 2 and 14, and, by restricting the size, character, and annual acreage of UGB adjustments that may be approved under this chapter, this section obviates the need to specifically apply these goal provisions to UGB amendments approved hereunder.*

(b) *All locational adjustment additions and administrative adjustments for any one year shall not exceed 100 net acres and no individual locational adjustment shall exceed 20 net acres. Natural areas adjustments shall not be included in the annual total of 100 acres, and shall not be limited to 20 acres, except as specified in 3.01.035 (g), below.*

**Response:** The requested locational adjustment would bring 19.6 acres within the urban growth boundary. Therefore, the requested adjustment is consistent with this 20 net acre maximum individual locational adjustment size criterion.

(c) *All petitions for locational adjustments except natural area petitions shall meet the following criteria:*

- (1) *Orderly and economic provision of public facilities and services. A locational adjustment shall result in a net improvement in the efficiency of public facilities and services, including but not limited to, water sewerage, storm drainage, transportation, parks and open space in the adjoining areas within the UGB. Any area to be added must be capable of being served in an orderly and economical fashion.*

**Response:** Due to the steep topography between Persimmon Phase 5 and Phase 6, it will be necessary to construct a public road through the subject site as illustrated in Figures 3-5 in order that the road satisfy maximum road gradient and construction standards of the City of Gresham and Multnomah County. It is not possible for a road which is consistent with the maximum road gradient standards to be built in the area between Phases 5 and 6 which is currently within the UGB. In addition, sanitary sewer, storm sewer, and water lines will be installed within this road in order to take advantage of construction efficiencies, in order to provide

## Persimmon Hillside Site UGB Amendment

*Continued*

adequate access to these public utility lines for maintenance purposes, and to avoid construction in the steeper, more sensitive area located between Phases 5 and 6. The proposed locational adjustment would therefore result in a net improvement in the efficiency of public facilities and service because additional dwellings would be able to be developed along this road between Persimmon Phase 5 and Phase 6, thereby providing better utilization of these utility facilities.

*(2) Maximum efficiency of land uses. The amendment shall facilitate needed development on adjacent existing urban land. Needed development, for the purposes of this section shall mean consistent with the local comprehensive plan and/or applicable regional plans.*

**Response:** As noted above, a road will need to be constructed through the subject site to provide for the development of Persimmon Phase 6. The area of Persimmon Phase 6 is located within the City of Gresham and is designated by the City of Gresham Comprehensive Plan for Low Density Residential development. There is no other feasible route for connecting the future Phase 6 to other portions of the City of Gresham other than through development of a road through the subject site. Although this needed road could still be built if the subject site was outside of the UGB, development of the road and public utility facilities within the road without urban levels of residential development along the road would be an inefficient use of those facilities. Therefore, the requested adjustment would promote an efficient land use pattern in this area.

*(3) Environmental, energy, economic and social consequences. Any impact on regional transit corridor development must be positive and any limitations imposed by the presence of hazard or resource lands must be addressed.*

**Response:** The subject site is a steeply-sloped, wooded area of land located between the Persimmon Golf Course and the future Phases 5 and 6 of the approved Persimmon residential planned unit development. The subject area is wooded with primarily low quality, unmanaged big leaf maples and alders. The site has been logged in the past. There is no standing water on the site. There are intermittently flowing drainages which pass through the site. Due to the extensive alteration of the site by past logging, wildlife habitat quality on the site is low to moderate quality. Inclusion of the site within the UGB would not have significant environmental impacts upon important tree stands, water resources, or wildlife habitat.



## Persimmon Hillside Site UGB Amendment

*Continued*

The site contains no known energy resources. Therefore, inclusion of the site within the UGB would therefore have no significant impacts on energy resources. In addition, the subject site is located more than one mile from the nearest regional transit corridor (Powell Road); Therefore, the requested adjustment would not have any impact on regional transit corridor development or any significant positive impacts upon energy usage.

The site is not currently in agricultural or forestry production. If the site is included with the UGB, it is presumed that the site would be used for residential use rather than industrial or commercial use due to its location away from major roads and its steep slope. Therefore, inclusion of the site within the UGB would not have any significant economic consequences.

The site is not currently developed. Inclusion of the site within the UGB and subsequent development would not have any direct impacts upon neighboring property owners. Therefore, inclusion of the site within the UGB would therefore have no significant social consequences.

*(4) Retention of agricultural land. When a petition includes land with Agricultural Class I - IV soils designated in the applicable comprehensive plan for farm or forest use, the petition shall not be approved unless it is factually demonstrated that:*

- (A) Retention of any agricultural land would preclude urbanization of an adjacent area already inside the UGB, or*
- (B) Retention of the agricultural land would make the provision of urban services to an adjacent area inside the UGB impracticable.*

**Response:** The subject site is zoned EFU by Multnomah County and contains predominantly Agricultural Class VI soils, as is illustrated on the attached soils map. Some minor areas of Class IV soils are shown as being located on the northern-most and southern-most portions of the subject site. However, since the subject site is a wooded hillside located between the Persimmon Golf Course and the future Phases 5 and 6 of the approved Persimmon residential planned unit development, the actual agricultural suitability of the area of Class IV soils would be minimal. The slopes are too severe for cultivation and the surrounding uses make pasturing of animals or forestry uses impractical. In addition, there is no adjacent commercial forestry or

## Persimmon Hillside Site UGB Amendment

*Continued*

agricultural activity with which the area of Class IV soils could be combined in order to add to their viability for agricultural use.

- (5) Compatibility to proposed urban uses with nearby agricultural activities. When a proposed adjustment would allow an urban use in proximity to existing agricultural activities, the justification in terms of all factors of this subsection must clearly outweigh the adverse impact of any incompatibility.*

**Response:** Since the subject site is a wooded hillside located between the Persimmon Golf Course and the future Phases 5 and 6 of the approved Persimmon residential planned unit development, there are no nearby agricultural activities which would be affected by development of the subject site with urban uses.

- (d) Petitions for locational adjustments to remove land from the UGB may be approved...*

**Response:** This petition would not remove any land from the current UGB. Therefore this section is not applicable.

- (e) A petition for a locational adjustment to remove land from the UGB in one location and add land to the UGB in another location (trades) may be approved...*

**Response:** This petition would not remove any land from one location within the current UGB in exchange for adding land in another location. Therefore this section is not applicable.

- (f) Petitions for locational adjustments to add land to the UGB may be approved under the following conditions:*

- (1) An addition of land to make the UGB conterminous with the nearest property lines may be approved without consideration of the other conditions in this subsection if the adjustment will add a total of two gross acres or less, the adjustment would not be clearly inconsistent with any of the factors in subsection (c) this section, and the adjustment includes all contiguous lots divided by the existing UGB.*

## Persimmon Hillside Site UGB Amendment

*Continued*

**Response:** This petition does not propose an addition to the UGB to make the UGB coterminous with nearby property lines. Therefore this section is not applicable.

*(2) For all other additions, the proposed UGB must be superior to the UGB as presently located based on a consideration of the factors in the subsection (c) of this section.*

**Response:** As noted in the response to subsection (c) above, the proposed adjustment would result in a more efficient land use pattern by allowing urban levels of development on either side of a road which must be developed to connect two portions of the Persimmon residential planned unit development. Extending the road through the subject property up to Phase 6 also facilitates providing a much needed secondary access to a large lot development south of Phase 6 in Clackamas County. The proposed access road would connect to SE Yellowhammer Road and alleviate a hazardous closed road (one access) system. In addition a pedestrian and bicycle path extension would be provided from the subject property east to SE Hogan Road. The proposed adjustment would not result in any significant environmental, energy, economic, or social consequences. Without the proposed adjustment, the road can be constructed anyway, but the land within the subject area will remain undeveloped and will not be important for resource purposes. Therefore, the proposed UGB would result in a superior boundary as compared to the current boundary.

*(3) The proposed UGB amendment must include all similarly situated contiguous land which could also be appropriately included within the UGB as an addition based on the factors above.*

**Response:** The proposed adjustment includes all land which can reasonably be directly serviced by the public utilities within the road between Persimmon Phases 5 and 6 and therefore all similarly situated contiguous land is included as part of this petition.

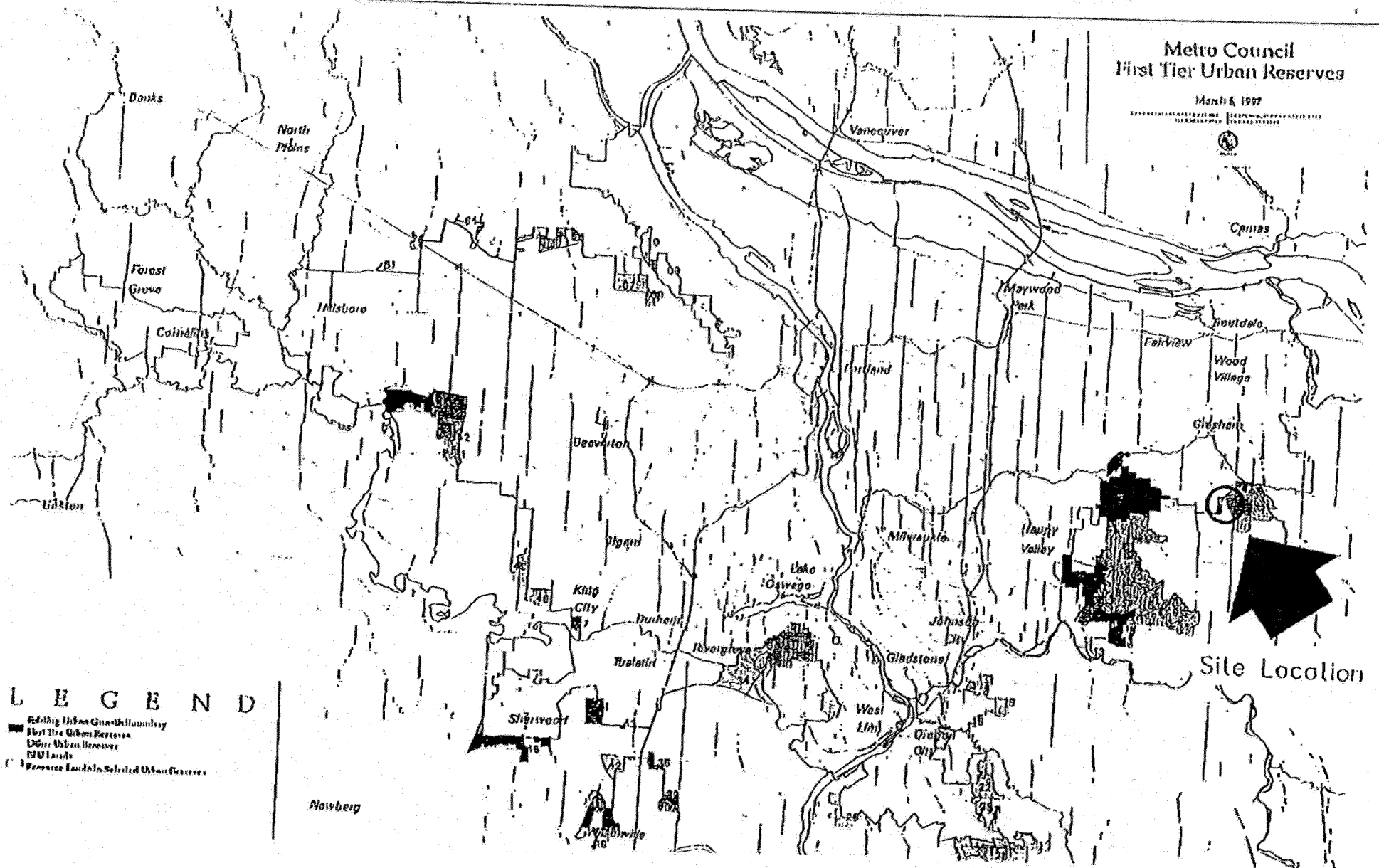
*(g) All natural area petitions for locational adjustments must meet the following conditions...*

**Response:** This criteria is not applicable.

# Metro Council First Tier Urban Reserves

March 6, 1997

EXHIBIT A - METRO COUNCIL FIRST TIER URBAN RESERVES  
THE METRO COUNCIL, 1997

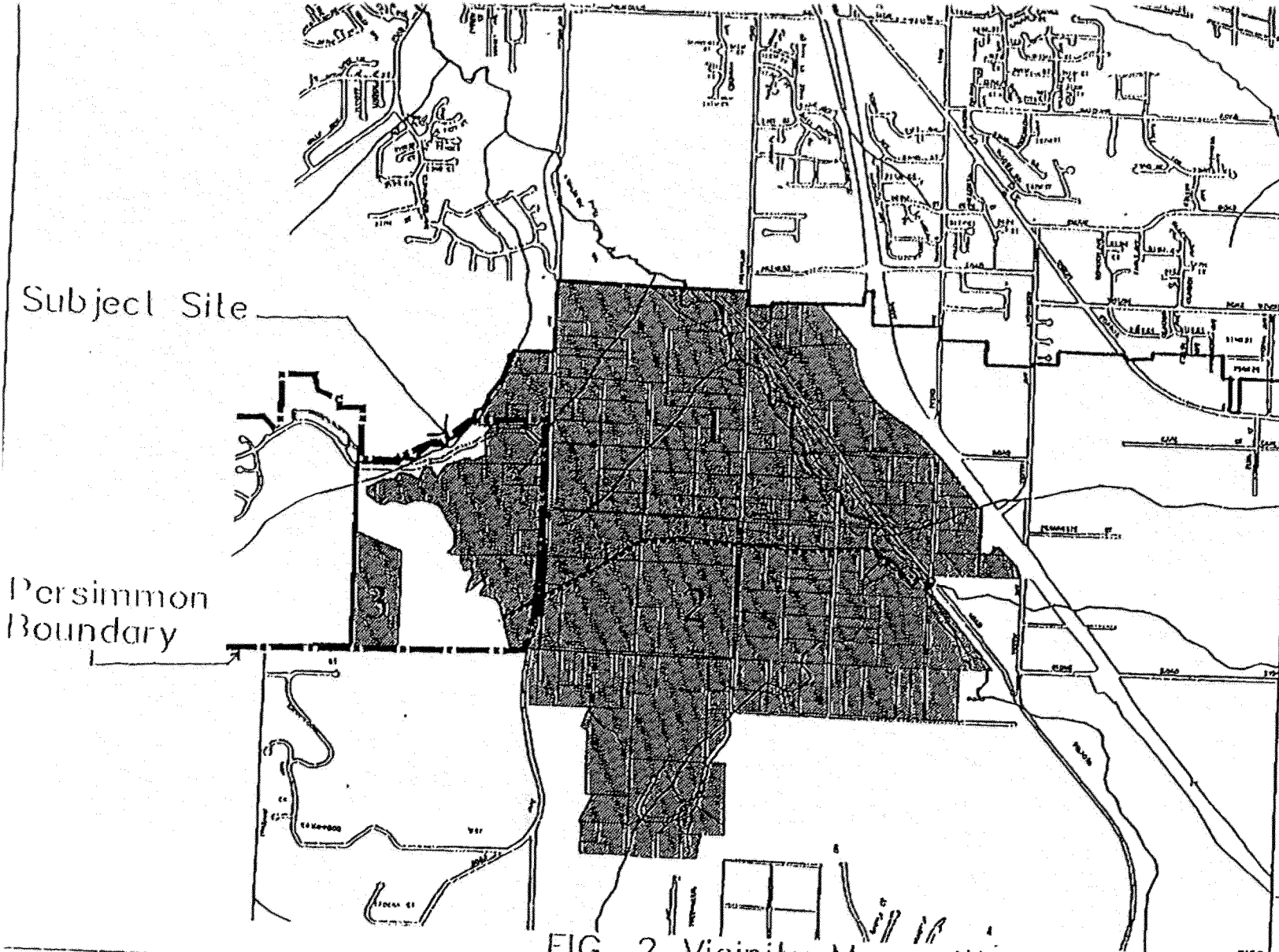


## LEGEND

- Existing Urban Growth Boundary
- First Tier Urban Reserves
- Other Urban Reserves
- EU Lands
- Reference Land Use Selected Urban Reserves





Nowberg

FIG. 1 Site Location Map

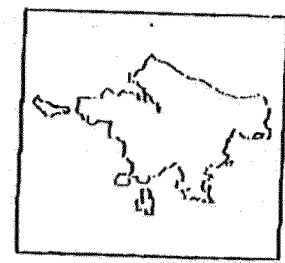


# Urban Reserves Tax Lot Boundaries

Metro Council Approved  
3-6-97

-  Designated Urban Reserves
-  Prior Tier Urban Reserves
-  Adopted Urban Reserve Boundaries
-  Urban Growth Boundary

MAP #1  
MAP #2  
MAP #3



609 PM Grand Ave  
Portland, OR 97211-4716  
(503) 797-1411



FIG. 2 Vicinity Map with Urban Reserves Designations

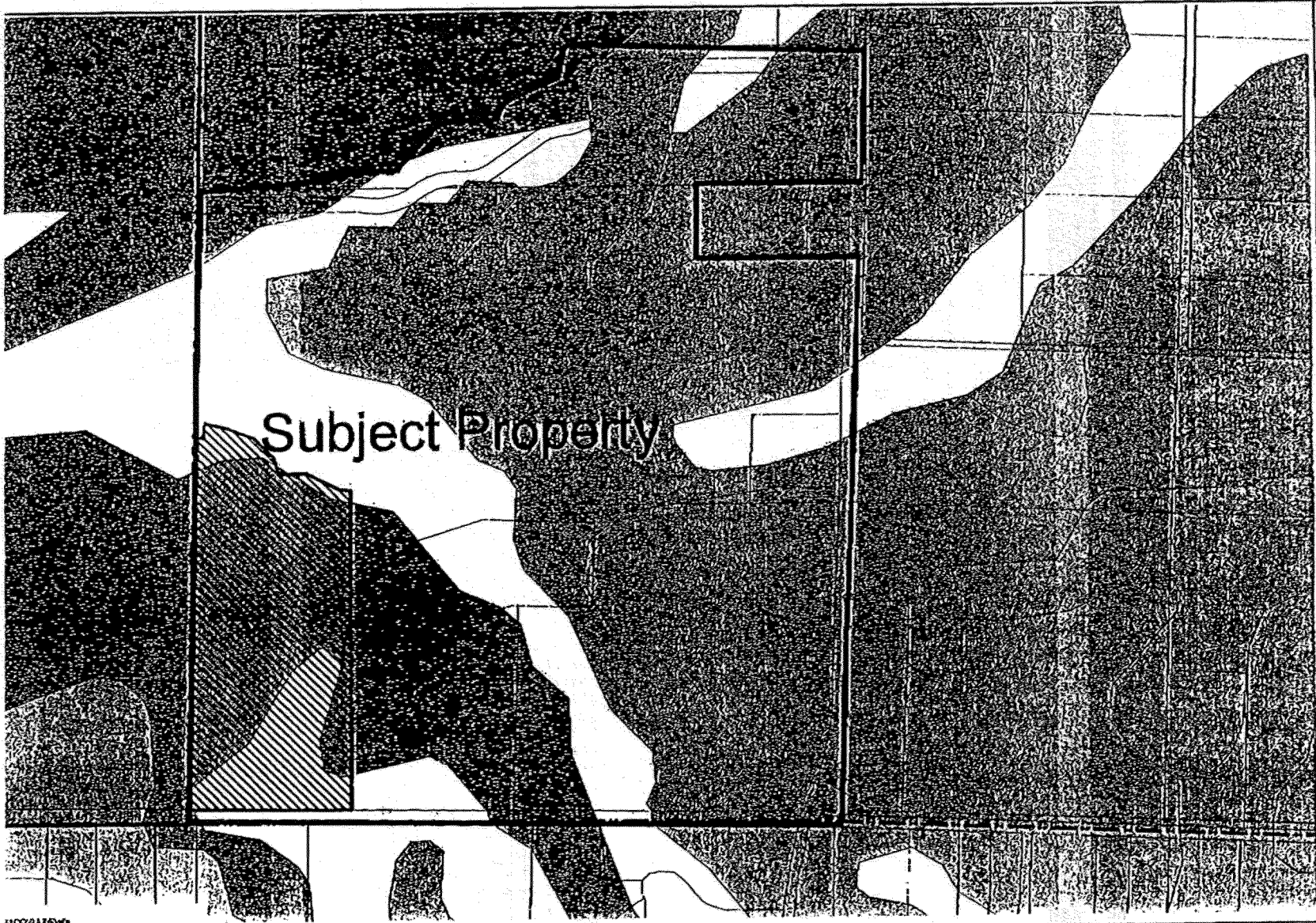












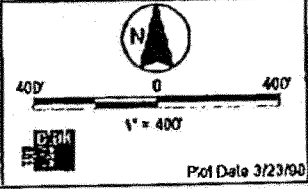
# PERSIMMON URBAN RESERVE AREA ANALYSIS

- Gresham City Limits
- Urban Growth Boundary
- County Boundary
- Subject Property

## Soil Classification

- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

## Soils Map



110061751/2

Proj Date 3/23/00

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Comment to Metro on CGC Inc.'s       )  
Petition for an Urban Growth Boundary)  
Minor Locational Adjustment       )

RESOLUTION  
98-42

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FINDS:

- a.       The Metro Code [3.01.033(h)(1)] requires the local governing body with land use jurisdiction over the area in a petition for a Minor Locational Adjustment to the Urban Growth Boundary to provide a comment as part of a complete petition.
- b.       The local governing body may make one of three comments to Metro: approve, deny or express no preference. [Metro Code 3.01.033(h)(1)].
- c.       John Junkin representing CGC, Inc. is petitioning for a Minor Locational Adjustment to the Urban Growth Boundary for property located south of the Persimmon Golf Course and west of Hogan road (Legal Description: portion of 1S, 3E, Sec 22, Tax Lot 400).
- d.       The subject 19.6-acre site is located within unincorporated Multnomah County; the County has land use jurisdiction; the subject site is zoned EFU; and, Metro has designated the subject site Urban Reserve.
- e.       As part of a completed petition, Metro also requires potential service providers to comment on the provision of urban services to the subject site of a petition.
- f.       The City of Gresham extends water and sewer services to 1000 feet and 1400 feet respectively from the subject site and the petitioner indicates these services will be extended to the site.
- g.       The City of Gresham has recommended approval of the petition.

- h. The County's policy pertaining to the extension of land use planning services to Urban Reserve areas is found in the County's Urban Planning Area Agreement (UPAA) with the City of Gresham.
- i. In the County's UPAA, the City has agreed to assume planning responsibilities for those areas for which there is an agreement that the City will be the general urban services provider.
- j. There has been no agreement designating the City of Gresham as the general urban service provider this Urban Reserve area.
- k. The County's ability to comment on CGC, Inc.'s petition, based on the UPAA with the City, is limited until governance agreements have been established.
- l. The Metro Council must consider each complete petition for a Minor Locational Adjustment to the Urban Growth Boundary using criteria listed in the Metro Code.

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS RESOLVES:

1. The Multnomah County Board of Commissioners hereby adopts a "no preference" comment in response to CGC, Inc.'s petition for a Metro Minor Locational Adjustment to the Urban Growth Boundary.

APPROVED this 23 day of April 1998.



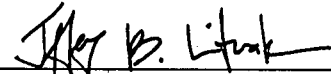
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By



Jeffrey B. Litwak, Assistant County Counsel

APR 16 1998  
MEETING DATE: APR 09 1998  
AGENDA #: R-11  
ESTIMATED START TIME: 10:00am  
APR 23 1998  
C-26  
9:30  
10:08

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Multnomah County Comment to Metro on Jerry Johnson's Petition for a Minor Locational Adjustment to Metro Urban Growth Boundary

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 9, 1998

DEPARTMENT: DES AMOUNT OF TIME NEEDED: 5 minutes  
DIVISION: Trans & Land Use Planning

CONTACT: R. Scott Pemble TELEPHONE #: 83182  
BLDG/ROOM #: 412/Plan

PERSON(S) MAKING PRESENTATION: Pemble

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Multnomah County Comment to Metro on Jerry Johnson's Petition for a Minor Locational Adjustment to Metro Urban Growth Boundary

4/23/98 copies to Jerry Johnson &  
Scott Pemble

### SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: KB Layton

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
98 APR -1 PM 2:06

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

# MEMORANDUM

*TO:* Board of County Commissioners

*FROM:* R. Scott Pemble

*DATE:* March 31, 1998

*RE:* Jerry Johnson's Minor Locational Adjustment to the Urban Growth Boundary

*I.* Recommendation/Action Requested:  
Adopt Resolution that "Expresses no preference on the petition".

*II.* Background/Analysis:  
Mr. Jerry Johnson is applying to Metro for a Minor Locational Adjustment to the Urban Growth Boundary. The Metro Code requires the local governing body with land use jurisdiction over the area in a petition to provide a written statement as part of the petition. The County is the local governing body that has jurisdiction over Mr. Johnson's site.

The Metro Code list three responses the local governing body can make:

- (A) recommend that Metro approve the petition;
- (B) recommend that Metro deny the petition; or
- (C) expresses no preference on the petition.

Staff recommends option "C".

The subject site of Mr. Johnson's petition is located at 16900 SE McKinley. McKinley is situated the eastside of Foster road. The 14.8-acre site is located in the Pleasant Valley, Tier 1, Urban Reserve area. Water and sewer services provided by the City of Portland terminate approximately 400 feet from the site, at the intersection of McKinley and Jenney road.

The County's policy pertaining to Urban Reserve Areas is found in the County's Urban Planning Area Agreements with the City's of Portland and Gresham. In both agreements the County and Cities have agreed that the appropriate City will be responsible for land use planning and arranging for the provision of urban services.

In the Pleasant Valley, Tier 1, Urban Reserve area, jurisdictional decisions (governance agreements) have not been made. A planning program to determine jurisdictional responsibilities is underway and a decision is expected within the next six to twelve months. Three Cities are possible general service providers in the Pleasant Valley, Tier 1, Urban Reserve area: Gresham, Happy Valley and Portland.

The City of Portland Bureau staffs have prepared comments for Mr. Johnson's petition. Generally, the Bureaus responsible for infrastructures have indicated

services can be extended and Bureaus with planning responsibilities have indicated that Governance agreements and Metro required Urban Reserve Plans should be prepared before the subject site is brought into the Urban Growth Boundary. The City of Gresham has not prepared a comment because the City of Portland is expected to extend services due to the site's proximity to Portland's services. (The City of Portland's Bureau of Planning comment is attached to this memorandum.)

Given the mixed comments from the City of Portland's Bureaus, the County's Urban Planning Area Agreements with the cities and the fact that governance agreements will not be completed soon, the staff recommends the Board "expresses no preference on the petition". The Metro Council will review all complete applications by applying their code criteria for Minor Locational Adjustment to the Urban Growth Boundary and will consider the comments submitted by the City of Portland Bureaus. Mr. Johnson's petition will be evaluated on its merits in light of Metro Code requirements.

*III.*      Financial Impact:  
None

*IV.*      Legal Issues:  
The Metro Code requires the County to comment on Mr. Johnson's petition in order for his petition to be deemed complete.

*V.*      Controversial Issues:  
The City of Portland Bureau of Planning has raised a timing issue because the subject site is within the Pleasant Valley, Tier 1, Urban Reserve area. This area will undergo a comprehensive review of land use and public service provisions over the next year and one half. They argue the premature inclusion of the subject site may impact the Urban Reserve Plan for the Pleasant Valley area and request that this site not be brought into the UGB at this time.

*VI.*      Link to Current County Policies:  
The current policy is stated in the County's Urban Planning Area Agreements (UPAA's) with the Cities of Gresham and Portland. As indicated above, the UPAA's establish the need to resolve governance issues between general service providers and then have the appropriate City prepare the Metro required Urban Reserve Plan.

*VII.*      Citizen Participation:  
The Metro Council process provides opportunity for citizen participation.

*VIII.*      Other Government Participation:  
Metro Council has jurisdiction for making Minor Locational Adjustments to the Urban Growth boundary. Petitions for the Minor Location Adjustments can be made once a year. The petition must include a comment from the local government having land use jurisdiction over the area being petitioned. Multnomah County has land use jurisdiction over the subject site. Comments from agencies providing services to the subject site must be included with the petition. The City of Portland bureaus have provided a variety of comments.



CITY OF  
**PORTLAND, OREGON**  
BUREAU OF PLANNING

**Charlie Hales, Commissioner**  
David C. Knowles, Director  
1120 S.W. 5th, Room 1002  
Portland, Oregon 97204-1966  
Telephone: (503) 823-7700  
FAX (503) 823-7800

March 9, 1998

To: Ray Vallone, Metro Staff for UGB Amendments  
Metro Growth Management Services Department

FM: David Knowles, Director *D. Knowles*

RE: Request for Comments from the Portland Planning Bureau on a proposed Urban Growth Boundary Minor Locational Adjustment in the Tier I Pleasant Valley Urban Reserve Area

We have received a request for comments form from Mr. Jerry Johnson of JJ Development for a UGB Minor Locational Adjustment to the Urban Growth Boundary in the Pleasant Valley Urban Reserve Area for property of approximately 14 acres adjacent to the Portland City Limits. We are also in receipt of a February 19th letter from Metro Executive Officer, Mike Burton, notifying the city and the Planning Bureau of the March 15th annual deadline for acceptance of petitions for UGB locational adjustments. We understand that according to Metro Code 3.01, the proposed 14 acre request from JJ Development meets one of the threshold criteria for a minor locational adjustment in that it is less than 20 acres.

Below are the comments from the Planning Bureau on both general policy and specific land use issues raised by the proposal. These comments are as yet not the official position of the city. As we understand, these comments are used to complete the full application. Portland may be asked to take a formal position once a complete application has been submitted.

The subject proposed petition raises at least one major policy threshold question:

**Should the city support and Metro approve, UGB expansions in Tier I areas now anticipated for Metro-mandated Urban Reserve Plans?**

During this past year's decision-making and selection of urban reserves by Metro, it was repeatedly understood that the best way to ensure that these areas achieved the 2040 Growth Concept objectives was to require that an urban reserve plan be prepared before bringing areas inside the boundary and before they were annexed and developed. Much has been made of the difficulties created by incremental UGB expansion. Until the urban reserve plan is completed, who is to say that this 14 acre site is best suited for the purposes that will be envisioned in a reserve plan? Who is to say that the city's ability to serve, size, and locate infrastructure for these 14 acres will be in the best interests of an area plan much less the adjacent property owners. Will the inclusion of this site spur other self-interested owners to petition next year?

An Equal Opp  
City Government Information TDD (for T

Post-It* Fax Note	7671	Date	3/31/98	# of pages	3
To	Scott Pemble	From	Bob Clay		
Co./Dept.	Mult Co	Co.	Planning		
Phone #		Phone #	823-7713		
Fax #	248-3389	Fax #	823-7800		



**Broad Land Use Policy Issues:**

Until an urban reserve plan is prepared, no one knows what the correct balance will be among residential uses and densities to achieve both the affordable housing objectives and the overall 10 housing units per acre requirement for outer-neighborhoods. Each incremental expansion of the boundary into the area pre-commits land and limits the options to balance the 2040 Concept Plan objectives. While 14 acres of a 1500 area is small, it nevertheless presents a dilemma and potential impediment to orderly and efficient development.

The City of Portland has been participating for about nine months on a Pleasant Valley Management Committee to perform work leading to a decision on "governance" and the later preparation of an urban reserve plan. The Committee has prepared the TGM Grant application, retained a consultant, and is currently serving as the oversight committee for the consultant contract with McKeever/Morris to review products and address issues of "governance". Portland is working cooperatively with five other governments including Metro. Accordingly, we are reluctant to suggest any action that would affect a good working relationship with our local government partners or that would appear to preempt a deliberative decision to bring lands into the UGB before urban reserve planning has been undertaken.

**Technical and Legislative Land Use Planning Issues:**

The proposed R5 zoning and level of residential density also raises issues. R5 density yields approximately 8.3 units to the acre, yet the Metro density average standard calls for 10 dwelling units to the acre in urban reserve areas. Initially the applicant has indicated to city staff preference for 6,000 square foot lots, which would yield about 7.2 units per acre. The city has a 90% of maximum allowable density requirement which applies to land divisions in this residential zone. This is done to assure that overall density targets in that zone will be achieved and that density potential will not be lost. For example, the creation of 6,000 square foot lots in R5 would not work under this 90% maximum density zoning code requirement. The only way development in the R5 zone can work and still meet the 10 dwelling unit per acre standard for urban reserves, is if the property is developed as a planned unit development (PUD) and some lots of less than 5,000 square feet are created or some attached housing is built. A PUD allows variations in lot sizes and clustering. It also offers the opportunity to set aside any water bodies or other natural areas as common open space.

Even if the Metro urban reserve density standard can be met using the PUD, several other concerns remain. It appears the subject property, and the area in general, has not had any serious evaluation of natural resource lands per State Land Use Planning Goal 5. The only tool the City has to provide protection is through the zoning conversion chart from city to county designation. Where the county has an SEC zone (Significant Environmental Concern) the City would convert to an environmental overlay zone. The applicant acknowledges and the mapping confirms a drainage through the property. The applicant verbally indicated his intent to provide a 50 foot set back. Despite the drainage, the applicant correctly acknowledges that there is no other protection overlays for environmental or natural resource lands provided by the County.

Typically the City has acknowledged the importance of all drainage's in the Johnson Creek Watershed Basin and has placed an environmental zone overlay over them after a Goal 5 ESEE process and mapping. Extending Goal 5 onto this property requires a legislative study and process.

This area lies immediately adjacent to a portion of the Johnson Creek Basin and Plan District. The Plan District boundaries stop at the Portland City Limits which, in this vicinity, are also the same as the UGB. Among the several purposes of the Plan District is to minimize the effects of development on flooding and water quality impacted from storm water run off. Neither UGB expansion nor later annexation guarantees that the Plan District would be expanded onto this property.

The application of other Metro, State, and local Comprehensive Plan Goals are best addressed through a legislative comprehensive planning effort. The purpose of the urban reserve plan is to accomplish this type of study and process. This proposal offers property specific site-planning.

#### **Procedural Land Use Planning Issues:**

An amendment to the UGB to add this property to Portland's UGB would also set in motion a number of planning procedures and notification requirements at the local level. Amending the UGB would subsequently require an amendment to the Portland/Multnomah Urban Planning Area and Urban Services Boundary (USB) prior to annexation. Such an amendment would take a minimum of four to five months for the city and county to coordinate, process, and execute an amendment to the Urban Planning Area Agreement (UPAA). Such an amendment has not been contemplated and is not budgeted for this year or next. The UPAA has been amended only about four times since its inception in 1979. Most recently it was amended to transfer planning authority from the county to the city for West Hayden Island (1996) and to transfer planning authority for the purposes of meeting the Metro 2040 Urban Growth Management Functional Plan for all unincorporated pockets within Multnomah County inside the Portland Urban Services Boundary. The USB change will also mean that the City will need to process an amendment to the Comprehensive Plan showing the boundary change. This requires notice and a hearing before the Planning Commission and City Council.

#### **Recommendation:**

The ability of the city to provide planning services to plan and regulate this property in a comprehensive manner which the city typically prefers to follow is not adequate. The city lacks the resources and tools to adequately address the legislative planning issues identified in the foregoing analysis.

Given the current intergovernmental efforts to address a variety of "governance" issues and service delivery issues and the Metro Code requirements for preparing an Urban Reserve Plan, the Bureau of Planning cannot recommend proceeding with a locational adjustment to include this property inside the UGB at this time.

If you have any questions about these comments, please contact Bob Clay at 823-7713.

cc

Commissioner Charlie Hales  
John Bonn, OFA  
Bob Clay, BOP

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Comment to Metro on Jerry Johnson's )  
Petition for an Urban Growth Boundary)  
Minor Locational Adjustment )

RESOLUTION

98-43

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FINDS:

- a. The Metro Code [3.01.033(h)(1)] requires the local governing body with land use jurisdiction over the area in a petition for a Minor Locational Adjustment to the Urban Growth Boundary to provide a comment as part of a complete petition.
- b. The local governing body may make one of three comments to Metro: approve, deny or express no preference. [Metro Code 3.01.033(h)(1)].
- c. Jerry Johnson representing JJ Development is petitioning for a Minor Locational Adjustment to the Urban Growth Boundary for property located at 16900 SE McKinley.
- d. The 16900 SE McKinley site is located within unincorporated Multnomah County and the County has land use jurisdiction.
- e. As part of a completed petition, Metro also requires potential service providers to comment on the provision of urban services to the subject site of a petition.
- f. The City of Portland extends water and sewer services to within 400 feet of the subject site and the City's Bureaus providing these services have indicated that services can be extended to the site.
- g. The City of Portland Planning Bureau has recommended the petition be denied because the subject site is situated within a Metro designated Tier 1, Urban Reserve area and that development of this area should be delayed until the Urban Reserve plan for the Pleasant Valley Urban Reserve area is completed.

- h. The County's policy pertaining to the extension of land use planning services to Urban Reserve areas is found in the County's Urban Planning Area Agreements (UPAA's) with the Cities of Gresham and Portland.
- i. In the County's UPAA's, both the Cities have agreed to assume planning responsibilities for those areas when there is agreement that one of the Cities will be the general urban services provider.
- j. There has been no agreement regarding the designation of a City as the general urban service provider for the Pleasant Valley Urban Reserve area.
- k. A planning process is underway to establish governance agreements between the affected Cities, service districts, and Counties and this process is expected to be completed within the next six to twelve months.
- l. The County's ability to comment on Jerry Johnson's petition, based on the UPAA's with the Cities, is limited until governance agreements have been established.
- m. The Metro Council must consider each complete petition for a Minor Locational Adjustment to the Urban Growth Boundary using criteria listed in the Metro Code.

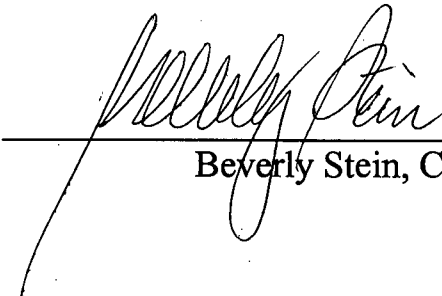
THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS RESOLVES:

1. The Multnomah County Board of Commissioners hereby adopts a "no preference" comment in response to Jerry Johnson's petition for a Metro Minor Locational Adjustment to the Urban Growth Boundary.

APPROVED this 23 day of April 1998.



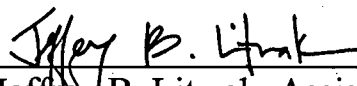
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By



Jeffrey B. Litwak, Assistant County Counsel

MEETING DATE: APR 16 1998  
AGENDA #: R-12  
ESTIMATED START TIME: 10:09

(Above Space for Board Clerk's Use ONLY)

APR 23 1998

C-27

9:30

## AGENDA PLACEMENT FORM

SUBJECT: Multnomah County Comment to Metro on Carla Ralston's Petition for a Minor Locational Adjustment to Metro Urban Growth Boundary

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 16, 1998

DEPARTMENT: DES AMOUNT OF TIME NEEDED: 5 minutes  
DIVISION: Trans & Land Use Planning

CONTACT: R. Scott Pemble TELEPHONE #: 83182  
BLDG/ROOM #: 412/Plan

PERSON(S) MAKING PRESENTATION: R. Scott Pemble

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Multnomah County Comment to Metro on Carla Ralston's Petition for a Minor Locational Adjustment to Metro Urban Growth Boundary for property described as portion of 2S, 1W, Sec. 32, Tax Lot 18.

4/23/98 copies to Scott Pemble

### SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: KB Lou E. Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
98 APR - 8 PM 12:18  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

# MEMORANDUM

*TO:* Board of County Commissioners

*FROM:* R. Scott Pemble

*DATE:* April 7, 1998

*RE:* Carla Ralston's Minor Locational Adjustment to the Urban Growth Boundary

*I.* Recommendation/Action Requested:  
Adopt Resolution that "Recommend that Metro deny the petition".

*II.* Background/Analysis:  
Carla Ralston is applying to Metro for a Minor Locational Adjustment to the Urban Growth Boundary. The Metro Code requires the local governing body with land use jurisdiction over the area in a petition to provide a written statement as part of the petition. The County is the local governing body that has jurisdiction over Carla Ralston's site.

The Metro Code list three responses the local governing body can make:

- (A) recommend that Metro approve the petition;
- (B) recommend that Metro deny the petition; or
- (C) expresses no preference on the petition.

Staff recommends option "B".

The subject site of Carla Ralston's petition is Tax Lot 18 of Section 32, 2 N, 1 West, which is situated immediately north of property she owns at 11821 NW McNamee road. The 4.22-acre site is not located an Urban Reserve area. Water and sewer services provided by the City of Portland terminate approximately 400 feet and 3.5 miles respectively from the site. The subject site is currently designated for Commercial Forest use in the County's Comprehensive Plan and Zoning Code. The petitioner indicates that the intended use of the site is for several two acres plus residential home sites.

The County's policy pertaining to the management of the Urban Growth Boundary is found in the County's Comprehensive Plan, Policy 6. Even though Policy 6 has not been updated since the creation of Urban Reserves and the Metro 2040 Concept, it is applicable for those Minor Locational Adjustment petitions not situated within an Urban Reserve Area. In particular, subsection 6C.3 of Policy 6 states: "The general need for more housing, unless it can be shown to be unique, cannot, of itself, be used to justify UGB amendments." The petition does not adequately address this unique need requirement.

Moreover, given the petition did address the unique need requirement adequately, the Board should consider Metro's adopted Growth Management Functional Plan requirements, i.e., the regional policies adopted post County's adoption of Policy

6. Under Title 1 of the Functional Plan, the County has two primary obligations; meet Table 1 Housing targets and achieve the densities recommended for each 2040 Concept "Design type". The anticipated design type for the subject site is "Outer Neighborhood" and the recommended density for this design type is thirteen persons per acre (approximately five dwellings per acre given current family formation factors for single-family dwellings). The Multnomah County Table 1 Target is 3089 new dwellings within all incorporated urban areas. The proposed development of large lot (two acre plus) residential use does not advance either of Multnomah County's Title 1 primary objectives.

Lastly, the Board of County Commissioners has on two separate occasions taken actions to support Metro's 2040 Concept, which promotes a compact urban form for future development of the region. By way of example, compact urban growth means ten dwelling units per acre would be required to bring designated "Urban Reserves" areas, new urban areas, into the Urban Growth Boundary. To bring additional "resource" land into the Urban Growth Boundary for the purpose of developing two acres plus residential lots does not comport with the Boards expressed support of a compact urban form for the region.

*III.*        Financial Impact:  
None

*IV.*        Legal Issues:  
The Metro Code requires the County to comment on Carla Ralston's petition in order for his petition to be deemed complete.

*V.*         Controversial Issues:  
None known.

*VI.*        Link to Current County Policies:  
Inconsistent with the County's Comprehensive Framework Plan Policy 6C3. Also, as mentioned above, the Board has committed to a regional compact urban form.

*VII.*       Citizen Participation:  
The Metro Council process provides opportunity for citizen participation.

*VIII.*      Other Government Participation:  
Metro Council has jurisdiction for making Minor Locational Adjustments to the Urban Growth boundary. Petitions for the Minor Location Adjustments can be made once a year. The petition must include a comment from the local government having land use jurisdiction over the area being petitioned. Multnomah County has land use jurisdiction over the subject site. Comments from agencies providing services to the subject site must be included with the petition. The City of Portland bureaus have provided a variety of comments. The Portland Planning Bureau concurs with County Staff comments as stated above.



BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Comment to Metro on Carla Ralston's )  
Petition for an Urban Growth Boundary)  
Minor Locational Adjustment )

RESOLUTION

98-44

THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FINDS:

- a. The Metro Code [3.01.033(h)(1)] requires the local governing body with land use jurisdiction over the area in a petition for a Minor Locational Adjustment to the Urban Growth Boundary to provide a comment as part of a complete petition.
- b. The local governing body may make one of three comments to Metro: approve, deny or express no preference. [Metro Code 3.01.033(h)(1)].
- c. Carla Ralston is petitioning for a Minor Locational Adjustment to the Urban Growth Boundary for property located immediately north of 11821 Northwest McNamee Road (Legal Description: portion of 2N, 1W, Sec 32, Tax Lot 18) to provide for two plus acre residential home sites.
- d. The subject 4.22-acre site is located within unincorporated Multnomah County; the County has land use jurisdiction; the subject site is zoned CFU; and, Metro has not designated the subject site Urban Reserve.
- e. As part of a completed petition, Metro also requires potential service providers to comment on the provision of urban services to the subject site of a petition.
- f. The City of Portland extends water and sewer services to 400 feet and 3.5 miles respectively from the subject site and the City indicate there are no plans to extend services to the subject site.

- g. The County's Comprehensive Framework Plan policy 6C.3 pertains to the maintenance of the Urban Growth boundary for areas not situated within a designate Urban Reserve area.
- h. Policy 6C.3 states: " The general need for more housing, unless it can be shown to be unique, cannot, of itself, be used to justify UGB amendments", and the petition does not satisfy this policy.
- i. The County Board has taken two separate actions that expressly support a compact urban form for the future development of the region and the proposed two-acre plus residential development is inconsistent with these actions.
- j. The Metro Council must consider each complete petition for a Minor Locational Adjustment to the Urban Growth Boundary using criteria listed in the Metro Code.

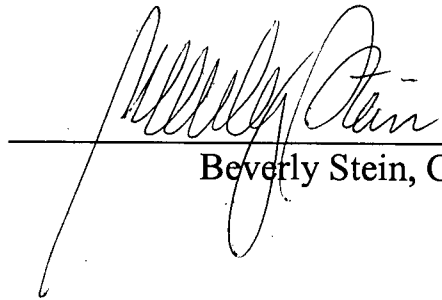
THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS RESOLVES:

1. The Multnomah County Board of Commissioners hereby adopts a "recommend deny" comment in response to Carla Ralston's petition for a Metro Minor Locational Adjustment to the Urban Growth Boundary.

APPROVED this 23 day of April 1998.

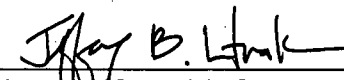


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
for Sandra Duffy, Chief Assistant County Counsel

MEETING DATE: APR 16 1998  
AGENDA NO: R-7  
ESTIMATED START TIME: 10:00  
APR 23 1998  
C-28

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

9:30

SUBJECT: PCRB EXEMPTION REQUEST FOR PURCHASE OF IBM HARDWARE FOR THE ASSESSMENT AND TAXATION COMPUTER SYSTEM

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: APRIL 16, 1998  
AMOUNT OF TIME NEEDED: 5 MINUTES

DEPARTMENT: DSS/DES DIVISION: Purchasing/A&T

CONTACT: Franna Hathaway/Doug Fischer TELEPHONE #: 22651/83670  
BLDG/ROOM #: 421/1<sup>st</sup> - 327

PERSON(S) MAKING PRESENTATION: Franna Hathaway/Doug Fischer

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

REQUEST FOR EXEMPTION FOR THE PURCHASE OF IBM HARDWARE FOR THE ASSESSMENT AND TAXATION COMPUTER SYSTEM FROM THE SOFTWARE GROUP

4/23/98 copies to Franna Hathaway, Dave Boyce & Doug Fischer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT \_\_\_\_\_  
MANAGER: SA [Signature]


ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
98 APR 8 AM 11:30

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Franna Hathaway, Purchasing Manager

TODAY'S DATE: April 7, 1998

REQUESTED PLACEMENT DATE: April 16, 1998

RE: Request for exemption from the formal competitive bid process for the purchase of IBM hardware for the Assessment and Taxation Computer System from The Software Group

I. Recommendation/Action Requested:

The Department of Environmental Services, Assessment and Taxation Division has requested an exemption from the formal competitive bid process for the purchase of a IBM hardware platform to support a new A&T computer system.

II. Background/Analysis:

In late 1996 the County did a request for proposal to purchase a new A&T system. Prior to a contract award Oregon voters passed Measure 47. A decision was made to postpone the purchase of a new system until M47 was implemented.

Earlier this year, Marion County did an RFP and selected The Software Group (TSG) to provide their Assessment and Taxation system. There are four components to this contract award, software, hardware, services, and maintenance. Marion County's contracts allow for other governmental entities to purchase off these contracts. Since Marion County is currently using Hewlett Packard (HP) equipment and has staff trained in it's use, they specified HP hardware in their RFP. Multnomah County has IBM equipment and trained staff.

The TSG system can be run on either a HP or IBM platform therefore three of the four components of the Marion County contracts that A&T wishes to contract for are as specified in the RFP. TSG is a full solution provider and in addition to providing the software and support will be responsible for working with the County to identify the size and capacity for all hardware to fit our needs. TSG will then procure the hardware as part of the overall package to be purchased from them. The hardware cost is approximately \$319,621.

Time is of the essence. A new Assessment and Taxation system must be fully installed and implemented in order to meet all Year 2000 requirements.

III. Financial Impact:

Cost savings are difficult to identify but due to the fact that County staff are trained on IBM equipment and have no knowledge or experience with HP equipment there would be a considerable increase in the staff time required to install and maintain this system. Additionally interfacing with other County systems will be more costly due to the lack of familiarity with HP products such as installing or supporting connectivity to/from the WAN, Enterprise Server or the MINT.

IV. Legal Issues:

ORS 279.015 (g), allows public agencies to make purchases based on the competitive procurement process of other public agencies provided that they are for substantially the same product.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

PCRB Rule 10.140 allows the Board to grant exemptions to the competitive bid process. This exemption request is to approve the purchase of IBM hardware which is not substantially the same product as specified in the Marion County procurement. PCRB Rule 20.060 allows the Board to grant exemptions for a specific brand of equipment when the efficient utilization of existing equipment requires the acquisition of compatible equipment.

VII. Citizen Participation

N/A

VIII. Other Government Participation:

Marion County did a formal request for proposal process for the Assessment and Taxation system awarding contracts to TSG. Washington County has used the TSG system for 10 years and Lincoln, Klamath, and Josephine Counties have also purchased and are using this system.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
(503) 248-5000

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: Franna Hathaway  
From: Larry Nicholas *Larry E. Nicholas*  
Date: April 6, 1998  
Subject: Exemption

## Background

The Assessment & Taxation (A&T) system was developed in-house. The main part of the system was developed 20 years ago. Since then a number of subsystems have been developed to give A&T additional automated support. A&T is looking to replace this system for a variety of reasons.

1. The current system is not Year 2000 (Y2K) compliant – Effects approximately 1500 programs.
2. The structure of the main database file is outdated and does not support current business requirements. One example is when the current system was developed, 6 years of tax history was sufficient. Today tax payment history requirements can span more than seven years. The file structure does not allow for more than 6 years. A&T uses sub-accounts to track additional years. This work around has resulted in the loss of revenue and additional work for the staff in setting up and tracking the sub-account.
3. COBOL programs (80) contain code that is not supported by Software AG, the Adabas support group, and support skills are essentially unavailable in either permanent or contractor staff.
4. Legislation in the last few years has made programming support for this system expensive. Particularly Measure 5 in 1991 and Measure 50 in 1997 each cost over \$700K to re-program. It is assumed that on-going developments in tax legislation will continue to affect required maintenance support.

5. Due to the added mandated programming, enhancements to the current system have been minimal leaving business areas with minimal automated functionality.

Late 1996, A&T developed a request for proposal (RFP) to purchase a new system. While that RFP was out, Oregon voters passed Measure 47. A&T management decided to postpone the new system decision until M47 was implemented.

Earlier this year, Marion County selected The Software Group (TSG) Assessment and Taxation System using the request for proposal process. TSG is a Texas Company. Their system is installed in more than 80 counties in Texas. TSG is running at 4 counties in Oregon (Washington, Lincoln, Klamath, and Josephine). Washington County, Oregon has been using this system for 10 years. The Marion County contracts include language that allows us to purchase the TSG system off their contract.

A&T management believe the TSG system is the system they would select if they were to go out with another RFP for the following reasons.

- a. TSG has been in business since 1981
- b. System is Y2K compliant.
- c. The system has been running in Oregon for 10 years at Washington County. Also, it is installed in Klamath, Josephine and Lincoln counties. Contracts are signed with Marion County for installation July, 1998.
- d. The system complies with all Oregon Tax Laws. They have a proven record of being able to meet Oregon mandated functions.
- e. System provided M5 and M50 legislative upgrades with minimal impact to county. The cost to counties for the 1997 M50 change was covered through their normal maintenance agreement.
- f. Sharing a base system with other Oregon counties also provides a sharing of the overall cost of legislative mandates. The M50 changes replaced additional system functions or enhancements for the year, but all four existing county accounts now have the same process for handling the changes.
- g. Participation in a TSG user group for the Oregon product brings each county more in line with a streamlined business solution for everyone, providing some level of continuity. Each county then shares in software upgrades without having to pay the full price.
- h. Although TSG does not run in a true GUI Windows environment, they have attempted to provide links to many of the Windows features available. Some of those features are:
  - Data exchange links
  - Merge documents
  - Access to Windows programming tools
  - Storage of image files
- i. The system runs on client-server, providing ability to separate the functional data processes used daily at A&T from the daily queries of non-A&T entities



- j. The company has a proven track record of on-time delivery of systems, data conversion and software upgrades both in and out of Oregon.
- k. Staff to support development and on-going maintenance seems adequate based on the current client base and the reported support performance.
- l. Daily operations are a "lights out" process, with the burden of support carried by TSG in Texas.

## **Why the Exemption**

TSG is a full solution provider. Their contract will cover all aspects of the system, software, hardware, and support for both. They will be responsible for identifying the size and capacity for all hardware to fit our needs. Multnomah County Assessment & Taxation plans to purchase the system software and system support using the Marion County contracts. We would contract to purchase the hardware under this exemption agreement in the estimated amount of \$319,621.

Marion County selected Hewlett Packard (HP) equipment to run the TSG system. Marion County selected the HP equipment for compatibility with other equipment in their computer room. Their computer staff is familiar with HP equipment, interfaces, and support staff.

The TSG system can be run on either a HP or IBM platform. There are a number of compelling reasons to request that the system be installed on the IBM RS 6000 platform.

1. The vendor (TSG) has more experience running the application on the RS 6000 platform and recommends that choice.
2. Multnomah County has had 30+ years experience working with IBM and no experience working with HP. The respective staffs know how to interface to each other. The County staff knows how to get information and solicit help from the appropriate IBM resource. The County knows who are the experts at IBM regarding the many issues that will need to be addressed during this project. There would be a learning period required with HP to build this database of experience and establish the necessary working relationships.
3. Our Technical Support staff has had AIX (the operating system for the RS/6000) training in operating system utilities and interfaces.
4. The new system will need to build several interfaces to the County IBM enterprise server. This will be necessary so that large reports and tax bills can be printed on the enterprise server's high-speed laser printer. Also, interfaces are needed to permit other government agencies that are attached to the IBM enterprise server to access the new A&T system. With both platforms being

supplied by the same manufacturer (IBM) more options for connecting the platforms are available.

5. Both platforms being from the same manufacturer eliminates the scenario of HP and IBM blaming each other when something does not work as expected.
6. The County is familiar with the RS 6000 line of computers. It has no knowledge or experience with the HP line of equipment. Minimal training for the HP solution would be 2 Systems programmers for two weeks. In addition, 6 computer operators would also need to receive training.
7. The hidden costs are more subtle, for instance, when installing or supporting connectivity to/from the WAN, Enterprise Server or the MINT, the process would take much longer due to the unfamiliarity with HP products. Further, every future change would incur this penalty - not a good start on a project in which time is so critical!

While many of these issues can be overcome eventually, they have the potential to delay the project and increase its risk. The "drop-dead" nature of not being prepared in time for the Year 2000 increases the potential negative impacts if the project is delayed beyond its deadline. The project has many challenges to meet. Selecting the equipment is one of the key decisions that has to be made before other things can progress. We would like to resolve the equipment vendor issue in a timely manner through an exemption from bid process.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of exempting from the formal )  
competitive bid process a contract for the ) APPLICATION  
purchase of IBM hardware for the A&T )  
computer system from The Software Group)

Application to the Public Contract Review Board on behalf of a request from the Department of Environmental Services, Assessment and Taxation Division, is hereby made pursuant to the Board's Administrative Rules 10.140 and 20.060 adopted under the provisions of ORS 279.015 for an order exempting a contract for the purchase of IBM hardware for the Assessment and Taxation computer system from The Software Group for the approximate amount of \$319,621.

The Assessment and Taxation computer system consists of four components, software, hardware, services and maintenance. The software, services and maintenance may all be procured under the Marion County RFP for these products.

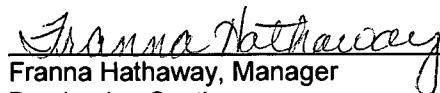
Due to the fact that Marion County specified Hewlett Packard hardware in it's RFP and Multnomah County requires IBM hardware for compatibility and efficiency the hardware component may not be purchased based on the Marion County RFP.

The Software Group is a full solution provider and the hardware necessary for the County to utilize this system needs to be purchased from The Software Group as part of their overall design and support of the system.

Time is of the essence. The Assessment and Taxation system must be fully installed and implemented in order to meet all Year 2000 requirements.

Purchasing recommends approval of this exemption from the competitive bid process to purchase IBM hardware for the A&T computer system from The Software Group.

Dated this 8th day of April, 1998

  
Franna Hathaway, Manager  
Purchasing Section

Attachments

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of exempting from the formal )  
competitive bid process a contract for the )  
purchase of IBM hardware for the A&T )  
computer system from The Software Group)

ORDER

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to PCRB Rules 10.140 and 20.060, a request from the Department of Environmental Services, Assessment and Taxation Division, a request for exemption from the formal competitive bid process for a contract for the purchase of IBM hardware for the Assessment and Taxation computer system from The Software Group for the approximate amount of \$319,621.

It appearing to the board that the request for exemption, as it appears in the application, the staff report from Franna Hathaway and the memorandum from Larry Nicholas, is based upon the fact that software, service and maintenance for this system may be purchased under the Marion County RFP, the County requires IBM hardware to be compatible and efficiently use current equipment and staff and that The Software Group is a full solution provider and will provide the hardware necessary for the County as part of their overall design and support of the system and that time is of the essence in meeting Year 2000 requirements.

It appears to the Board that this exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 10.140 and 20.060; therefore,

**IT IS ORDERED** that the contract for the purchase of IBM hardware for the Assessment and Taxation computer system be exempted from the requirements of public bidding.

Dated the \_\_\_\_\_ day of April, 1998

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD:

By \_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
John Thomas, Assistant County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD  
**ORDER NO. 98-45**

Exempting from the Formal Competitive Bid Process a Contract for the Purchase of IBM Hardware for the Assessment and Taxation Division Computer System from The Software Group

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 10.140 and 20.060, a request from the Department of Environmental Services, Assessment and Taxation Division, for an exemption from the formal competitive bid process for a contract for the purchase of IBM hardware for the Assessment and Taxation computer system from The Software Group for the approximate amount of \$319,621
- b. As it appears in the application, the staff report from Franna Hathaway and the memorandum from Larry Nicholas, the request for exemption is based upon the fact that software, service and maintenance for this system may be purchased under the Marion County RFP, the County requires IBM hardware to be compatible and efficiently use current equipment and staff and that The Software Group is a full solution provider and will provide the hardware necessary for the County as part of their overall design and support of the system and that time is of the essence in meeting year 2000 requirements
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 10.140 and 20.060

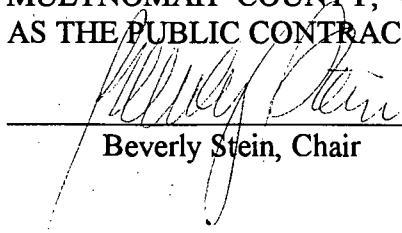
The Multnomah County Board of Commissioners, acting as the Public Contract Review Board Orders:

That the contract for the purchase of IBM hardware for the Assessment and Taxation computer system be exempted from the requirements of public bidding.

APPROVED this 23rd day of April, 1998.



BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON, ACTING  
AS THE PUBLIC CONTRACT REVIEW BOARD

  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By 

John Thomas, Assistant County Counsel

MEETING DATE: APR 16 1998  
AGENDA NO: R-87  
ESTIMATED START TIME: 10:00  
APR 23 1998

(Above Space for Board Clerk's Use ONLY)

C-29

9:30

### AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST FOR Y2K MISSION CRITICAL PURCHASES  
BETWEEN \$50,000 AND \$100,000

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: APRIL 16, 1998  
AMOUNT OF TIME NEEDED: 5 MINUTES

DEPARTMENT: DSS DIVISION: ISD

CONTACT: Franna Hathaway/Chris Apgar TELEPHONE #: 22651/26068  
BLDG/ROOM #: 421/1<sup>st</sup> - 327

PERSON(S) MAKING PRESENTATION: Franna Hathaway/Chris Apgar

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

PCRB EXEMPTION REQUEST FOR PURCHASES OF Y2K MISSION CRITICAL  
PURCHASES BETWEEN \$50,000 AND \$100,000

4/23/98 COPIES TO FRANNA HATHAWAY, CHRIS  
APGAR & DAVID BOYER  
SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT  
MANAGER: A


Paul A. Boyer

BOARD OF  
COUNTY COMMISSIONERS  
98 APR - 8 PM 11:30  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS  
FROM:  Franna Hathaway, Purchasing Manager  
TODAY'S DATE: April 8, 1998  
REQUESTED PLACEMENT DATE: April 16, 1998  
RE: PCRB exemption request for Year 2000 (Y2K) mission critical purchases between \$50,000 and \$100,000

I. Recommendation/Action Requested:

The Department of Support Services, Information Services Division has requested an exemption from the formal competitive bid process for the purchase of Y2K mission critical purchases between \$50,000 and \$100,000 through June 30, 2000.

II. Background/Analysis:

This exemption is required to meet critical time lines imposed by the century change. The upcoming century change requires the County to, in a short period of time, assess and fix non-Y2K compliant information technology (IT) and non-IT applications and systems that support the County's mission critical business functions. The resources needed to accommodate these corrections are becoming scarcer while the cost is increasing.

All purchases made under this exemption will require the prior approval of the requesting Department Manager, Purchasing Manager and the Chief Information Officer and must meet the defined criteria set forth in the County's Y2K Acquisition Policy.

Competition will still be sought through the informal quotation process. Existing processes, such as use of professional services through the Information Services Division, State price agreements and the formal bid/RFP process will be used where feasible.

III. Financial Impact:

N/A

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

PCRB Rules require that formal competitive bid or RFP be used for purchases over \$50,000. PCRB Rule 10.140 allows the Board to grant exemptions to the competitive bid/RFP process.

VII. Citizen Participation

N/A

VIII. Other Government Participation:

N/A





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SUPPORT SERVICES  
INFORMATION SERVICES DIVISION  
4747 EAST BURNSIDE  
PORTLAND, OREGON 97215  
(503) 248-3749

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

TO: Franna Hathaway

CC: Ben Berry  
Dave Boyer  
John Thomas  
Steve Pearson  
Dale Baugh

FROM: Vickie Gates  
Vickie.C.Gates@co.multnomah.or.us  
DATE: April 2, 1998

SUBJECT: Y2K Purchasing Exemption Request

Dear Franna:

The upcoming century change requires the County to, in a short period of time, assess and fix non-year 2000 (Y2K) compliant information technology (IT) and non-IT applications and systems that support the County's mission critical business functions. The purpose of this memo is to request a Y2K-related purchasing exemption to assist departments fix non-compliant systems prior to the century change.

It may be necessary, in some cases, to step outside the normal purchasing process to accommodate a tight time line to complete system corrections. The resources needed to accommodate these corrections are becoming scarcer and scarcer while the cost continues to increase at a rapid pace. It is in the County's best interest to allow specifically defined exemptions from the established purchasing process to assist departments in insuring mission critical business applications continue to function on and after January 1, 2000.

Following are the proposed requirements departments would be expected to follow to request a Y2K purchasing exemption. The purpose of this exemption is not to limit competition. Competition will still be sought but on an informal basis.

## **Specific Exemption to Accommodate Necessary Year 2000-Related Purchases:**

1. The temporary purchasing exemption outlined below shall remain valid through June 30, 2000. The purpose is to accommodate remediation of mission critical County information technology (IT) and non-IT applications that would not otherwise continue to properly operate following December 31, 1999 or other defined potential application failure date prior to December 31, 1999. This exemption is required to meet critical time lines imposed by the century change.

2. Year 2000 compliance, as used in this exemption, shall be defined by the criteria set forth in the County Year 2000 Acquisition Policy.
3. For the purpose of achieving year 2000 compliance of mission critical IT and non-IT applications, Departments are exempted from the formal bid/RFP process and authorized to expend, up to \$100,000 through the informal quotation process. This includes acquisition of goods, trade related services, and professional services as related to Y2K compliance.
4. Such acquisitions as described in (3) require the approval of the Department Head, Purchasing Manager and the Chief Information Officer prior to acquisition.
5. The temporary provisions outlined in (1) through (4) do not replace existing procurement policies and rules except as necessary for continuation of mission critical County functions that may be disrupted due to the century change. Departments shall use existing processes, such as use of professional services through the Information Services Division, State price agreements and the formal bid/RFP process where feasible.

The short time frame and dwindling resources associated with bringing mission critical County business applications into Y2K compliance necessitates increased flexibility in acquiring resources. For the reasons stated in this memo, I formally request the Board consider and approve this request to exempt certain purchases related to Y2K compliance from the normal purchasing process.

If you have any questions or need additional information, please let me know. Thank you for your consideration.

Regards... Vickie Gates

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of exempting from the formal )  
competitive bid process the purchase of ) APPLICATION  
Y2K mission critical goods and services )  
between \$50,000 and \$100,000 )

Application to the Public Contract Review Board on behalf of a request from the Department of Support Services, Information Services Division, is hereby made pursuant to the Board's Administrative Rule 10.140 adopted under the provisions of ORS279.015 for an order exempting purchases of Y2K mission critical goods, trade related and professional services between \$50,000 and \$100,000 from the formal competitive bid process through June 30, 2000.

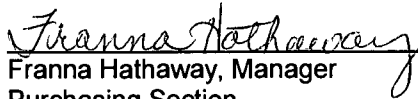
The century change has imposed critical time lines on the County to assess and correct non-year 2000 (Y2K) compliant information technology (IT) and non-IT applications and systems that support the County's mission critical business functions.

All purchases made under this exemption will be required to receive prior approval of the requesting Department Manager, Purchasing Manager and Chief Information Officer and must meet the defined criteria set forth in the County's Y2K Acquisition Policy.

Competition will still be sought through the informal quotation process. Existing processes, such as use of professional services through the Information Services Division, State price agreements and the formal bid/RFP process will be used where feasible.

Purchasing recommends approval of this exemption from competitive bid process for the purchase of Y2K mission critical goods, trade related and professional services through June 30, 2000.

Dated this 8th day of April, 1998

  
Franna Hathaway, Manager  
Purchasing Section

Attachments

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of exempting from the formal )  
competitive bid process the purchase of )  
Y2K mission critical goods and services )  
between \$50,000 and \$100,000 )

ORDER

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to PCRB Rule 10.140, a request from the Department of Support Services, Information Services Division, a request for exemption from the formal competitive bid process for purchases of Y2K mission critical goods, trade related and professional services between \$50,000 and \$100,000 through June 30, 2000.

It appearing to the board that the request for exemption, as it appears in the application, the staff report from Franna Hathaway and the memorandum from Vickie Gates, is based upon the upcoming century change which has imposed critical time lines on the County to assess and correct non-year 2000 (Y2K) compliant information technology (IT) and non-IT applications and systems that support the County's mission critical business functions; and that only purchases that meet County's Y2K Acquisition Policy criteria and receive prior approval will be purchased under this exemption; and the informal quotation process will be followed for these purchases.

It appears to the Board that this exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rule 10.140; therefore,

**IT IS ORDERED** that the purchase of Y2K mission critical goods, trade related and professional services between \$50,000 and \$100,000 be exempted from the formal competitive bid process through June 30, 2000.

Dated the \_\_\_\_\_ day of April, 1998

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD:

By \_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
John Thomas, Assistant County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD  
**ORDER NO. 98-46**

Exempting from the Formal Competitive Bid Process the Purchase of Year 2000 Mission Critical Goods and Services between \$50,000 and \$100,000

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 10.140, a request from the Department of Support Services, Information Services Division, for an exemption from the formal competitive bid process for purchases of year 2000 mission critical goods, trade related and professional services between \$50,000 and \$100,000 through June 30, 2000
- b. As it appears in the application, the staff report from Franna Hathaway and the memorandum from Vickie Gates, the request for exemption is based upon the upcoming century change which has imposed critical time lines on the County to assess and correct non-year 2000 (Y2K) compliant information technology (IT) and non-IT applications and systems that support the County's mission critical business functions; and that only purchases that meet the County's Y2K Acquisition Policy criteria and receive prior approval will be purchased under this exemption; and the informal quotation process will be followed for these purchases
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 10.140

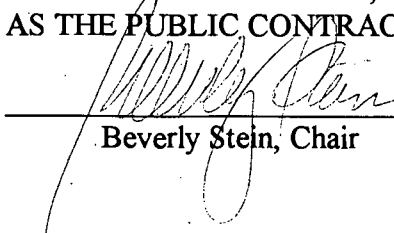
The Multnomah County Board of Commissioners, acting as the Public Contract Review Board Orders:

That the purchase of Y2K mission critical goods, trade related and professional services between \$50,000 and \$100,000 be exempted from formal competitive bid process through June 30, 2000.

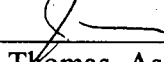
APPROVED this 23rd day of April, 1998.



BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON, ACTING  
AS THE PUBLIC CONTRACT REVIEW BOARD

  
Beverly Stein, Chair

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
John Thomas, Assistant County Counsel

MEETING DATE: APR 23 1998  
AGENDA NO: R-2  
ESTIMATED START TIME: 9:30

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

## AGENDA PLACEMENT FORM

**SUBJECT: Resolution to Approve FY 1998-99 Assessment & Taxation Grant Budget**

BOARD BRIEFING: \_\_\_\_\_  
DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: \_\_\_\_\_ DATE REQUESTED: \_\_\_\_\_

AMOUNT OF TIME NEEDED: **15 Minutes**

**DEPARTMENT: Environmental Services      DIVISION: Property Valuation and Tax Collection & Records Management**

**CONTACT: Bob Ellis/Kathy Tuneberg**      **TELEPHONE #: X83090 / X85132**  
**BLDG/ROOM #: 166/200 / 166/300**

**PERSON(S) MAKING PRESENTATION: Bob Ellis/Kathy Tuneberg/ Larry Nicholas**

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

***SUGGESTED AGENDA TITLE:***

***Resolution in the Matter of Certifying an Estimate of Expenditures for the FY 1889-99  
Property Tax Program in Accordance with HB 2338***

4/23/98 ORIGINAL letter & COVER transmittal  
& COPIES OF RESOLUTION TO KATHY TUNEBERG

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: Louise Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
98 APR 5 AM 11:21  
MULTNOMAH COUNTY  
OREGON

***ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES***

**Any Questions: Call the Board Clerk @ 248-3277**

## **Staff Report Supplement**

To: Board of County Commissioners

From: Bob Ellis, Property Valuation Division  
Kathy Tuneberg, Tax Collection/Records Management Division

Date: April 13, 1998

Subject: Resolution Approving 1998-99 Assessment & Taxation Budget Estimate for the  
Department of Revenue Grant

---

### **I. Recommendation/Action Requested**

Approval of resolution and certification for filing of the Assessment & Taxation estimated 1998-99 budget totaling \$10,577,500.

### **II. Background/Analysis**

Since the inception of HB2338 in 1989, all county Assessment and Taxation offices have participated in a Department of Revenue Grant aimed at assuring uniformity and quality of operations of assessment and taxation. As a condition of this grant process the County's decision making body must submit the proposed budget to the Department of Revenue for approval to be eligible for funds available from the pool of grant money.

The proposed 1998-99 budget reflects the continued systems work to make the existing system able to capture values/exceptions and produce the 1998-99 tax statements in this second year under Measure 50. Also included is the replacement of the existing Assessment and Tax Collection computer system to improve the cost effectiveness of system operation. Moving to the new system saves funds that otherwise would have been spent on Year 2000 remediation. This project is expected to be completed in time to produce the 1999-2000 tax statement.

### **III. Financial Impact**

The proposed \$10,577,500 budget is within the General Fund constraint and represents the current service level under Measure 50. Major items included are: the first of four annual payments of \$433,270 to purchase the new A&T system; \$225,000 carried forward to purchase payment processing equipment that is not Y2K compliant; and an anticipated increase in DOR grant funds of \$530,000 due to changes provided in HB2049.

IV. Legal Issues

House Bill 2338 requires the Board of Commissioners to approve and certify the Assessment & Taxation budget for eligibility in the grant funding pool.

V. Controversial Issues

None known

VI. Link to Current County Policy

Almost all policies and procedures for the assessment, taxation, and record management functions are governed by Oregon Revised Statutes.

VII Citizen Participation

While taxation issues generate citizen interest, the approval of the Assessment & Taxation budget is unlikely to generate significant citizen participation issues.

This budget has been reviewed by the CBAC.

VIII Other Government Participation

Other than review and authorization by the State of Oregon Department of Revenue, no other government participation is expected.





## 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: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

April 23, 1998

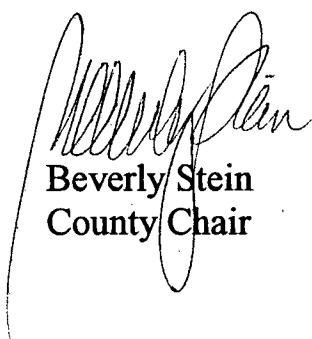
Ms. Elizabeth Harchenko, Director  
Department of Revenue  
955 Center Street NE  
Salem, Oregon 97310

Dear Ms. Harchenko:

Enclosed is Multnomah County 's FY 1998-99 Property Tax Program as approved by the Board of County Commissioners on April 23, 1998.

We trust the enclosed materials provide everything you require for your analysis. Should you have any questions, or if you require additional information, please contact Kathy Tuneberg, Tax Collection/Records Management Director at 248-5132, or Bob Ellis, Property Valuation Director at 248-3090. We appreciate your anticipated cooperation in the review and approval of Multnomah County's plan.

Sincerely,



Beverly Stein  
County Chair

enclosures

cc: Board of County Commissioners  
Larry Nicholas, Director, Environmental Services



Multnomah County is applying to the Department of Revenue in order to participate in the Assessment and Taxation Grant. This grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.027, 308.232, 308.234, chapters 309, 310, 312, and other laws requiring equity and uniformity in the system of property taxation.

Multnomah County has undertaken a self-assessment of its compliance with the laws and rules which govern the Oregon property tax system.

Multnomah County is generally in compliance with ORS 308.027, 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation. Where the county is not in compliance, a plan or an amended plan has been or is being submitted to the department for approval. Where there is a plan in place, the county is in compliance with the plan as approved by the Department of Revenue.

The Property Tax Grant Document has been reviewed by the county governing body and constitutes the county's program to maintain and achieve compliance with the requirement of the Oregon property tax system. Multnomah County designates Kathy Tuneberg, phone number 248-3345, or Bob Ellis, phone number 248-3090, as the county contact person for this grant document.

  
\_\_\_\_\_  
Signature of Governing Body

April 23, 1998

*Date Signed*

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 98-47

Certification of Estimated Expenditures for the Fiscal Year 1998-99 Property Tax Program

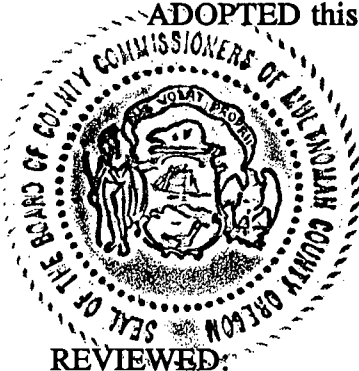
The Multnomah County Board of Commissioners Finds:

- a. Chapter 796, Oregon Laws 1989 significantly altered the funding structure for Assessment and Taxation
- b. In Multnomah County, meeting the requirements of this law increases expenditures for Assessment and Taxation
- c. This law created a statewide revenue pool to help offset the additional costs of being in full compliance with Department of Revenue regulations
- d. Chapter 796 requires counties to file by May 1st of each calendar year an estimate of expenditures for their total Property Tax Program with the Department of Revenue
- e. Assessment and Taxation has prepared such an estimate of expenditures in accordance with Chapter 796 and Department of Revenue administrative guidelines

The Multnomah County Board of Commissioners Resolves:

The attached estimate of expenditures for the fiscal year 1998-99 Property Tax Program for Multnomah County is certified for filing with the Department of Revenue as required by Chapter 796, Oregon Laws 1989.

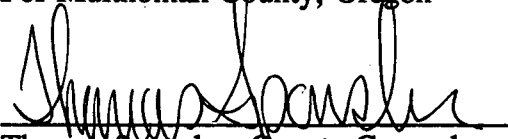
ADOPTED this 23rd day of April, 1998.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

  
Thomas Sponsler, County Counsel

**SUMMARY OF EXPENSES  
PROPERTY TAX PROGRAM**

**MULTNOMAH COUNTY**

**1998-99**

EXPENDITURES FOR:	A	B	C	D	E	F	G
	ASSESSMENT ADMINISTRATION	VALUATION APPRAISAL STAFF	BOARDS OF PROPERTY TAX APPEALS EQUALIZATION AND RATIO REVIEW	TAX COLLECTION AND DISTRIBUTION	RECORDS MGMT/ CARTOGRAPHY	A&T DATA PROCESSING	TOTAL
1 Personal Services <sup>*I</sup>	\$442,931	\$3,212,971	\$47,437	\$1,181,264	\$835,187	\$882,573	\$6,602,363
2 Materials and Services <sup>*I</sup>	\$110,318	\$293,745	\$76,617	\$482,563	\$205,658	\$1,621,766	\$2,790,667
3 Cost of Transportation <sup>*II</sup> (Do not include in Materials and Services or Capital Outlay)	\$4,750	\$80,093	\$175	\$2,650	\$150	\$1,164	\$88,982
4 Capital Outlay (Do not include in Materials and Services)	\$0	\$9,500	\$0	\$268,500	\$19,000	\$414,700	\$711,700 <sup>*V</sup>
5 TOTAL Direct Expenditures	\$557,999	\$3,596,309	\$124,229	\$1,934,977	\$1,059,995	\$2,920,203	\$10,193,712 <sup>*VI</sup>

**NOTES:**

\*I. Do not include any amount that is included in capital outlay.

\*II. Specify the method used to determine cost of transportation:

☐ The estimate of the actual cost of operation the vehicle for a 12 month period plus a depreciation allowance for the useful life of the vehicle.

☐ The rate per mile used in the county with an estimate of miles to be driven:

Rate per mile

Estimate of miles

\*III. Data Processing capital outlay includes personal services and materials and services for all new data processing development and all data processing equipment purchases. Lease purchase payments are included here.

IV. Specify the method used to determine indirect costs:

Percent amount approved by a federal granting agency  
<select>  % of   
OR

<select> 5 percent of total direct expenditures less capital outlay  
(Indirect costs = The total of rows 1, 2, and 3 in column G X 5%) Total indirect costs

\*V. Capital outlay is limited to either 6 percent of the total expenditures certified or \$50,000, whichever is greater. For more information, see the formula provided in the instructions.

\*VI. Total direct expenditures.....

VII. Total expenditures certified for consideration  
in grant (Total of Notes IV and VI) .....

## BUD 1 - Division Expenditures Spreadsheet

DIVISION REQUEST 1998/99	AGENCY		ORG		PREPARED BY												Date	
	DES	A & T	K. Tuneberg												13-Apr-98			
	FUND	AGENCY	ORG															
LGFS Codes	175	030	7060															
OBJECT DETAIL	Board of Prop	Tax Coll/Rec	Technical	Records		Appr Admin	Industrial/	Personal		Appraisal	Tax	Tax Title	Marriage					
	Tax Appeals	Administration	Support	anagement	Recording	upport/Exempt	Commercial	Property	Residential	Clerical	Collection	usiness Offc	Licenses	TOTAL				
	7390	7565	7566	7570	7575	7585	7590	7600	7610	7620	7630	7631	7635					
5100 PERMANENT	20,140	144,833	644,098	612,596		331,592	738,299	291,278	859,254	454,384	688,189			4,784,663				
5200 TEMPORARY	17,750	0	10,970	7,500		0	0	0	0	53,971	20,000			110,191				
5300 OVERTIME	0	0	7,740	0		0	0	0	0	0	4,801			12,541				
5400 PREMIUM PAY	604	4,345	20,803	18,378		9,948	24,337	8,738	25,778	13,632	21,829			148,392				
5500 FRINGE	5,925	26,149	122,576	113,929		60,622	136,751	53,874	158,930	88,550	136,223			903,529				
DIRECT PERSONAL SERVICES	44,419	175,327	806,187	752,403	0	402,162	899,387	353,890	1,043,982	610,537	871,042		0	5,959,316				
5550 INS BENEFITS	3,018	18,969	76,386	82,784		40,769	100,951	33,018	107,179	64,047	115,926			643,047				
TOTAL PERSONAL SERVICES	47,437	194,296	882,573	835,187	0	442,931	1,000,338	386,908	1,151,141	674,584	986,968		0	6,602,363				
6050 COUNTY SUPPLEMENTS	0	0	0	0		0	0	0	0	0	0			0				
6060 PASS THROUGH PAYMENTS	0	0	0	0		0	0	0	0	0	0			0				
6110 PROFESSIONAL SERVICES	40,200	800	69,290	19,000		1,380	9,000	0	0	0	89,650			229,300				
6120 PRINTING	6,200	2,500	1,440	18,600		13,785	4,158	4,000	5,535	2,800	24,750			83,768				
6130 UTILITIES	0	0	0	0		0	0	0	0	0	0			0				
6140 COMMUNICATIONS	0	0	0	0		0	0	0	0	0	0			0				
6170 RENTALS	0	0	0	0		0	0	0	0	741	2,000			2,741				
6180 REPAIRS & MAINTENANCE	750	500	16,840	3,500		1,000	200	500	2,900	0	2,000			28,190				
6190 MAINTENANCE CONTRACT	425	0	214,165	8,235		325	0	0	262	262	20,000			243,674				
6200 POSTAGE	0	0	0	0		0	0	0	0	0	0			0				
6230 SUPPLIES	2,000	4,950	37,960	12,000		11,500	9,800	3,087	13,500	12,000	9,500			116,297				
6270 FOOD	300	125	0	0		125	0	0	0	0	0			550				
6310 TRAVEL & TRAINING	475	1,800	25,675	725		3,225	5,375	1,698	2,642	1,544	2,250			45,409				
6330 LOCAL TRAVEL & MILEAGE	175	500	1,027	150		2,950	23,520	4,733	26,640	0	1,100			60,795				
6520 INSURANCE	0	0	0	0		0	0	0	0	0	0			0				
6530 EXTERNAL D.P.	0	0	800	0		0	0	0	0	0	0			800				
6550 DRUGS	0	0	0	0		0	0	0	0	0	0			0				
6580 CLAIMS PAID/JUDGEMENTS	0	0	0	0		0	0	0	0	0	0			0				
6610 AWARDS & PREMIUMS	0	0	0	0		0	0	0	0	0	0			0				
6620 DUES & SUBSCRIPTIONS	0	830	1,078	100		3,175	2,195	1,405	800	258	400			10,241				
7810 DEBT RETIREMENT	0	0	0	0		0	0	0	0	0	0			0				
7820 INTEREST	0	0	0	0		0	0	0	0	0	0			0				
DIRECT MATERIALS AND SERVICES	50,525	12,005	368,275	62,310	0	37,445	54,248	15,423	52,279	17,605	151,650	0	0	821,765				
7100 INDIRECT COSTS	4,808	8,292	112,114	40,287		21,594	44,239	17,379	47,859	29,332	57,885			383,789				
7150 TELEPHONE	1,985	2,360	7,721	12,909		15,885	11,178	2,886	8,581	9,598	27,433			100,535				
7200 DATA PROCESSING	0	0	1,081,674	0		0	0	0	0	0	0			1,081,674				
7250 PC FLAT FEES	0	0	109,372	0		0	0	0	0	0	0			109,372				
7300 MOTOR POOL	0	600	137	0		1,800	25,200	0	0	0	450			28,187				
7350 ELECTRONICS	0	0	0	0		0	0	0	0	0	0			0				
7400 BUILDING MANAGEMENT	14,282	0	33,251	83,749		35,988	49,839	18,855	22,463	53,000	108,215			419,642				
7500 OTHER INTERNAL SERVICE	0	0	19,950	0		0	0	0	0	0	0			19,950				
7550 LEASE PAYMENTS TO C.L.R.	0	0	391,500	45,340		0	0	0	0	0	43,500			480,340				
7560 MAIL/DISTRIBUTION	10,000	5,000	2,550	1,500		23,950	2,330	25,000	2,200	3,154	177,500			253,184				
INTERNAL SERVICE REIMBURSEMENTS	31,075	16,252	1,758,269	183,765	0	99,217	132,786	64,120	81,103	95,084	414,983	0	0	2,876,673				
TOTAL MATERIALS AND SERVICES	81,600	28,257	2,126,544	246,095	0	136,662	187,034	79,543	133,382	112,689	586,633	0	0	3,698,438				
8100 LAND	0	0	0	0		0	0	0	0	0	0			0				
8200 BUILDINGS	0	0	0	0		0	0	0	0	0	0			0				
8300 OTHER IMPROVEMENTS	0	0	0	0		0	0	0	0	0	0			0				
8400 EQUIPMENT	0	0	23,200	19,000		0	0	0	9,500	0	225,000			276,700				
TOTAL CAPITAL OUTLAY	0	0	23,200	19,000		0	0	0	9,500	0	225,000	0	0	276,700				
TOTAL DIRECT BUDGET	94,944	187,332	1,197,662	833,713	0	439,607	953,635	369,313	1,105,741	628,142	1,247,692	0	0	7,057,781				
TOTAL EXPENDITURES	129,037	222,553	3,032,317	1,100,282		579,593	1,187,372	486,451	1,294,023	787,273	1,778,601	0	0	10,577,501				

MEETING DATE: April 23, 1998  
AGENDA #: R-3  
ESTIMATED START TIME: 9:40 AM

(Above Space for Board Clerk's use only)

### AGENDA PLACEMENT FORM

SUBJECT: Chair Beverly Stein 1998-99 Executive Budget Message

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, April 23, 1998  
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Bill Farver TELEPHONE #: 248-3958  
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Chair Beverly Stein

#### ACTION REQUESTED:

☒ INFORMATIONAL ONLY   ☐ POLICY DIRECTION   ☐ APPROVAL   ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Chair Beverly Stein Presentation of her  
1998-99 Executive Budget Message

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

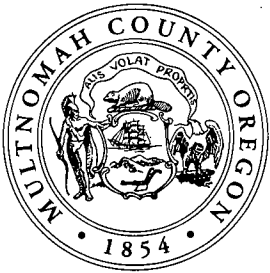
*Beverly Stein*

(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
98 APR 15 PM 12:01



## 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: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

### MEMORANDUM

TO : Commissioner Sharron Kelley  
Commissioner Gary Hansen  
Multnomah County Taxpayers  
Multnomah County Employees  
FROM : Beverly Stein  
DATE : April 23, 1998  
RE : **1998 Chair's Executive Budget**

---

#### Overview

Multnomah County services are essential for maintaining a high quality of life in our region. Our services are critical for healthy children and families, preparation for entry into the workforce and maintaining employment, and providing key ingredients for maintaining public safety and a strong economy.

After adopting a budget with an \$18M cut last year due to Measures 47 and 50, it is a pleasure to present a budget today which continues all current services, including those funded last year with one time money. We are able this year to maintain our current services with approximately \$10M left for new projects.

Of the \$10M, over \$6.5M is designated for school related programs. This is consistent with our focus on our long-term benchmark goals of:

- **school completion by all students which will prepare them for their future as skilled workers, competent parents, active citizens and compassionate people**
- **reduction of child poverty by assuring that all parents have the skills and social supports to get and keep living wage jobs, and**
- **reduction of crime through a continuum of services and sanction for juveniles and adult offenders.**



## Support to Schools

A healthy school system is a cornerstone for healthy communities, families and children. The County has recognized the critical nature of our schools in meeting our community vision of providing *an opportunity for all people to succeed*. Consistent with our mission I have included in this budget the following expenditures that will assist us in meeting all three of our long-term benchmarks:

- **Multnomah County School Attendance Initiative funded at nearly \$2,500,000 for truancy teams and support services for children and families focused on 4<sup>th</sup> to 9<sup>th</sup> graders in Portland and East County schools districts.** Truancy teams will identify students who have dropped out or have poor school attendance records and work to ensure the students return to a school setting where they can succeed. To increase the chances for success, the County will provide resources to support families and children with tutoring, mentoring, counseling, and skill classes. Additionally, we will fund a Lice Resource Center through our Health Department to help families avoid the loss of crucial school time this problem brings. We expect these to be ongoing programs that the County commits to for the future. We want to work with the schools to make sure they are prepared and committed to working with these youth when they return to school.

If this school attendance program works schools will have more students which will generate more state funding.

- **One time allocation to Portland Public Schools of \$1,300,000 pay for alternative school teachers who might otherwise be cut to assure returning students can succeed.** This allocation will stabilize funding in this area and can supplant current resources so the School Board can reduce the deficit in its 1998-99 year funding. This should result in saving approximately 25 teaching positions.
- **East County school districts would benefit from a short-term transition program for returning students to get them ready to reenter their home school.** This budget includes \$225,000 of one time money to the Multnomah Education Service District for this purpose with the hope that the East County school districts will continue this program if it is effective.
- **Resources from the recent passage of the BIT special education surcharge will not all be collected in time to be used this year by schools.** The County will pay schools the full amount this year and will be paid back when future receipts are collected. This amounts to a \$2.25M advance of one time money to schools.
- **Parental involvement with parent-friendly schools has proven to be an excellent way to improve school attendance and school success.** \$80,000 is included in the budget for a demonstration program of organizing parents. Research indicates that parental involvement is a critical element of keeping children in school. This has been funded and endorsed by the Multnomah Commission on Children and



Families as consistent with building upon the strengths of students and parents in the community.

This budget includes funds for an additional school-based health clinic at Binnsmead Middle School and four new Touchstone sites. Touchstone social workers are assigned to schools to work with struggling families of school children, especially around alcohol and drug issues. In addition, the Multnomah Commission on Children and Families will have additional grant funding available for programs like the Buckman Community Partnership, developed in cooperation with SE Impact at the initiative of Buckman parents.

Of course, the passage of the recent library levy allows us to upgrade our library in hours and services that provide direct assistance to students such as the School Corps which connects children's librarians directly with schools.

I will ask the Board of County Commissioners to allocate an additional \$1.5M out of our reserves for local schools beyond what is already in my proposed budget. I am doing that with the hope that Mayor Katz will recommend that the Portland City Council add \$3M for Portland Public Schools.

### **Meeting Service Needs of an Increasingly Diverse Population**

Every year I have tried to add programs and funding to meet the special cultural needs of the County's diverse ethnic populations. These have included the Asian Family Center, youth support services for African Americans and the NE Community, and neighborhood health access through Self Enhancement, Inc.

Hispanics are the fastest growing minority population in Multnomah County. Our investments in schools will assist in reducing the disproportionately high number of dropouts among Hispanic youth.

This budget also responds to other needs of the Hispanic population by adding \$325,000 for increased mental health services for Hispanic children and families and \$100,000 for expanding mental health, health, youth services and outreach/organizing services in the new Cully Community Center being built at the Clara Vista and due to open after the first of the year. Commissioner Hansen and former Commissioner Saltzman have been specifically supportive of expanded services to the Hispanic population at the Clara Vista.

### **Public Safety Enhanced by Alcohol and Drug Treatment for Offenders**

Commissioner Sharron Kelley and Commissioner Gary Hansen have led the way in their advocacy for alcohol and drug treatment programs for offenders. 48% of male and 45% of female inmates are dependent on alcohol or drugs. Dealing with the root causes of criminal acts is a more humane and effective solution for the safety and health of our

community. A recent state study concluded that a dollar invested in alcohol and drug treatment saves \$5.60 in other services.

Commissioner Kelley, as the leader of a Local Public Safety Coordinating Council workgroup, has worked very hard to articulate a set of programs based on best practices. We are reprogramming some funds in order to provide funding for an alcohol and drug treatment relapse program, mental health treatment for dual diagnosis individuals, and for alcohol and drug free housing.

I have also provided funding to assume the ongoing costs of alcohol and drug programs for offenders funded through the Target Cities grant. These programs including uniform diagnosis, in jail services, emergency and basic needs, client tracking and evaluation, and training have laid a foundation for more effective public safety policy.

Finally, I am proposing funding for a pilot project for a home based alcohol and drug treatment program specialized for juvenile offenders with the hope additional State funding next year can expand our efforts.

We have added a significant number of jail beds over the last few years and a new jail is in the process of being sited. It is appropriate to turn our attention to alcohol and drug issues which have a tremendous possibility of reducing recidivism of offenders.

### **Community Building in Outer Southeast Portland**

As a part of its welfare reform efforts, the State funded a number of services on a one time only basis in Outer Southeast Portland. Faced with the loss of considerable new capacity to assist their residents, advocates met with the County and other funders and convened a special neighborhood budget discussion. While I was unable to fully fund all aspects of the program, I did try to work with the State and City of Portland to assume funding for their efforts which linked most closely with the County's mission and benchmarks.

I am recommending that the County begin funding the award winning Kelly House program with its cooperative pre-school, the GEARS outreach assistance program, and provide funding for the SE Works One Stop Workforce Center. I am also recommending that the County forgive the loan to the Brentwood Darlington Community Center, started through the leadership of former Commissioner Tanya Collier. I applaud the organizing work and advocacy of these citizens.

The beauty of the efforts of our citizen partners in Outer Southeast, the Clara Vista/Cully areas, and the Buckman neighborhood, is that each represents a distinct, grassroots community effort to improve the quality of life in that area of the County. I love the spirit and energy that comes with these community-building efforts and I am very excited to be able to allocate County revenues to help support them.

## **Homeless Youth**

I am pleased to add funds in this budget to address the issue of homeless youth. Following up on our commitment to homeless youth and the Citizens Crime Commission, I have provided an additional \$100,000 for services and funding for a County homeless youth coordinator. The City will match the \$100,000 and I will continue to work closely with our private sector partners to provide matching funds for these public investments. I have appointed a diverse committee to redesign our system of response to the needs of homeless youth and look forward to their report.

In addition, I have expanded the voucher assistance with funding for homeless children and families.

## **Additional Programs Contributing to Increasing Opportunity for All**

Citizens should be pleased to hear about the following additions in this budget:

- Funding for the District Attorney to add a deputy to assist with the community's gun violence reduction strategy advanced by Mayor Vera Katz.
- To assist the elderly struggling with increased housing costs, money put into a housing fund to provide temporary assistance.
- To assist the disabled population now served by the County, additional funds for a multi-disciplinary team.
- To assist Project Respond's loss of funding, almost \$70,000 added for this on-the-street mental health assistance.
- To assist the new Parkrose Community School Center, funding a health access clinic with evening hours.
- To help protect the investments of our "shareholders" – the taxpayers – in your government, we have:
  - improved the human resources system and County employee recruiting practices;
  - begun correcting the "infamous" Year 2000 problems that all computer users face;
  - developed a way to set aside funds to maintain new and remodeled County facilities; and
  - provided additional support to County Counsel for prevention to avoid future liabilities.

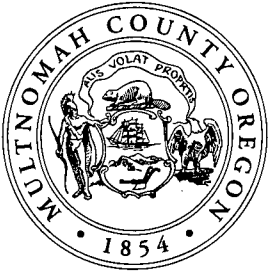
## **Ongoing Programs Contribute to Quality of Life in Multnomah County**

While I am pleased to announce important new investments and programs, I want to emphasize that the bulk of the County budget pays for ongoing programs and efforts which are continually evaluated, measured and refined, and which make a strong contribution to the quality of life in our community. These programs include those which:

- make sure elderly people can stay in their homes for as long as possible
- assist people with disabilities to find appropriate services and employment
- provide jail space, alcohol and drug treatment, community supervision and programs for both adult and juvenile offenders
- provide parent education, mental health services and assistance for homeless families and youth
- provide health services for people without health insurance, immunizations, and community health nurses who meet with newborns
- collect taxes, run elections, protect the Columbia River Gorge, operate the bridges, license dogs, do land use planning and transportation in unincorporated areas, and
- keep the libraries open and connected to schools and the information age.

Once again, I am deeply thankful for the hard work of Multnomah County department heads, our Operating Council, the Citizen Budget Advisory Committees, Bill Farver on my staff, Dave Warren and his Budget and Quality Office, and departmental budget teams who have brought this budget proposal together.

I also want to thank the many community people who provided ideas, a sense of urgency and passion for many of the initiatives described in this budget. As Multnomah County works closer with the community, our budget reflects more of their involvement. This has been a good year for community interaction and I am proud of the results of that effort.



## 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: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

April 23, 1998

TO : Mayor Vera Katz  
City of Portland  
FROM: Chair Beverly Stein  
Multnomah County Board of Commissioners  
DATE : April 21, 1998  
Cc : Multnomah County Commission  
Portland City Council  
Portland School Board  
East County Superintendents  
Ed Schmitt, MESD  
Diana Snowden  
Sho Dozono  
Don McClave  
Duncan Wyse

RE : School Funding: Response to Your April 17 Memo

I appreciate your acknowledgement of the County's efforts to support schools and I commend you for the leadership you have shown in supporting Portland schools. It is a testimonial to the importance of schools in our community that our respective boards have been so generous over the last few years.

After paying for ongoing programs, inflation and other required costs of maintaining current services the County has approximately \$5.1M in ongoing revenue and \$5.2M in one time revenue to spend in a discretionary manner. Your memo on April 17 indicated that the County would receive \$3.3M from the tax increment financing method you have chosen. That figure is in error as it did not take into account the impact of compression. The correct amount is \$1.9M, which is included in the amounts noted above.

Of the total of \$10.3M in discretionary funds, my budget proposes the following contributions to schools:

- \$2.25M advance payment of BIT revenue which would not otherwise be available to schools in the 1998-99 school year (one time only funds);
- \$1.3M to Portland Public Schools for maintaining alternative school teachers(one time only funds);



- \$225,000 for East County school districts for a transitional school for dropouts(one time only funds);
- \$2.5M for a comprehensive school attendance initiative to bring children back to school with supportive services(on-going funds);
- \$80,000 for a parental involvement effort to support parents to help their children(funded by the Commission on Children and Families)
- \$150,000 for a Lice Resource Center in our Health Department to deal with this troublesome problem which keeps children out of school(on going), and
- \$330,000 to add four Touchstone sites in schools to assist teachers with troubled families of their students (on going).

The total of these allocations is nearly \$7M. The remainder of the funds go to programs such as: additional District Attorney to combat gun violence, coordinated case management for people with disabilities, funds for mental health services for Hispanic children and adults, expansion of the County health clinic located at the Parkrose High School, pilot program to assess and treat youth with alcohol and drug problems, and additional services for homeless youth and a homeless youth coordinator.

As you can see much of this funding is supportive of families and children and will assist them to be ready for school, stay in school, and succeed in school.

In your memo you requested that the County contribute \$5M to schools. My budget includes \$1.3M for Portland Public Schools that can assist with their deficit. I will propose to the Board of County Commissioners that they allocate an additional \$1.5M to local schools out of our reserves. I do that with the hope that you will recommend to City Council that they add \$3M more for Portland in addition to the \$5M allocated to purchase surplus property.

I believe this is fair given the County, as noted above, has half the discretionary funds the City does this year, and the County's reserve fund is much less than the City's. The County's financial policy indicates we should have a 5% reserve fund. We have less than 5%. The budget I am proposing includes a reserve fund of \$9.1M. The City's policy is a 10% reserve fund that is fully funded at a level of \$33.3M.

Although over the last few years the City and County have stepped up to help meet the school crisis, I hope you will join with me in advocating that the Portland School District develop a financial plan to achieve financial stability without any BIT or City or County funds. This is imperative for the future. The City and County cannot be counted on for future school funding.

MEETING DATE: APR 23 1998

AGENDA #: R-4  
ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Chair's Proposed 1998-99 Budget Resolution

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: April 23, 1998

AMOUNT OF TIME NEEDED: 10 Minutes

DEPARTMENT: Support Services DIVISION: Budget and Quality

CONTACT: Dave Warren TELEPHONE #: 248-3822

BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

**Budget Committee Hearing**

The item before the Board sitting as the Budget Committee will be a resolution to forward the 1998-99 Chair's Proposed Budget to the Tax Supervising and Conservation Commission (TSCC) to meet the legal requirement to provide TSCC with a budget prior to May 15

*4/23/98 copies to Dave Warren*

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_

(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

*Vicki S. Jones*

BOARD OF  
COUNTY COMMISSIONERS  
98 APR 15 AM 11:33  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN

GARY HANSEN

SHARRON KELLEY

BUDGET AND QUALITY  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren *DCW*

TODAY'S DATE: April 15, 1998

REQUESTED PLACEMENT DATE: April 23, 1998

SUBJECT: Submitting Budget to Tax Supervising

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## I. Recommendation / Action Requested:

Transmit the Executive Budget to Tax Supervising. Begin budget hearings April 28.

## II. Background / Analysis:

The 1998-99 budget process is based on the plan to forward the budget to Tax Supervising on April 23. This will comply with the formal requirement that the Budget Committee submit a budget prior to May 15. It does not, of course, imply agreement on the part of the Board with the policies included in the budget, nor with the Chair's proposed allocation of resources.

## III. Financial Impact:

None

## IV. Legal Issues:

Approval of the Chair's Proposed Budget for submittal meets the legal requirement to submit a budget to Tax Supervising. After that budget has been submitted, no Fund may be increased by more than 10% in total revenue, and no property tax larger than the amounts included in the Executive Budget may be levied. However, neither of these problems is likely to arise this year.

## V. Controversial Issues:



Voting to forward the budget without extensive public review and comment might produce adverse comment if it were not clearly understood that the process meets the technical requirement of the law, or if the Board were not to hold extensive public review before adopting the budget. Five weeks of hearings and work sessions have been scheduled prior to adopting the budget. This should give ample time for public review and comment.

VI. Link to Current County Policies:

n/a

VII. Citizen Participation:

CBAC's have reviewed the budget requests and made recommendations about those requests. Transmitting the Executive Budget will allow them time to review the Chair's recommendations before they make comments to the Board at the departmental work sessions scheduled for May.

VIII. Other Government Participation:

n/a

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

Approving the Chair's Proposed 1998-99 Budget for submittal to the Tax Supervising and Conservation Commission	) ) )	RESOLUTION No. 98- 48
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**The Multnomah County Board of Commissioners Finds:**

- a) ORS 294.341 provides that the Board of County Commissioners (Board) is the Budget Committee for Multnomah County.
- b) ORS 294.421 requires transmittal of the Budget to the Tax Supervising and Conservation Commission (Commission) prior to May 15.
- c) On April 23, 1998 the Board of County Commissioners received the budget message from the Multnomah County Chair (Chair) and the Proposed Budget for the fiscal year July 1, 1998 to June 30, 1999 in compliance with ORS 294.401.
- d) The Chair requests that the Board approve the Proposed Budget for submittal to the Commission as required by ORS 294.406.
- e) The Budget submitted to the Commission establishes the maximum expenditure in each fund; the Board is aware it cannot subsequently increase these expenditures by more than ten percent.
- f) The Budget submitted to the Commission establishes the maximum property tax levy for Multnomah County; the Board is aware it cannot subsequently increase these property tax levies.
- g) The Board understands that submitting the Budget to the Commission does not prevent the Board from making reallocations within the parameters noted above.
- h) The Board intends to conduct an extensive review of the 1998-99 Budget.
- i) At the time of adopting the 1998-99 Budget the Board anticipates making changes to the program allocations contained in the Budget submitted to the Commission.

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

1. The Budget and Quality Office shall prepare the 1998-99 Approved Budget and forward it to the Commission.

2. The following property tax levies and rates are approved and included in the Approved Budget forwarded to the Commission.

<b>Operating Taxes</b>	<b>Approved Tax Rate / \$1,000</b>	<b>Estimated Taxes</b>
Permanent Tax Rate	\$ 4.3481	149,963,431
Library Local Option Levy	\$ 0.5947	16,442,130
<b>Total Operating Taxes</b>	<b>\$ 4.9428</b>	<b>166,405,561</b>

<b>Bonded Indebtedness</b>	<b>Approved Tax Amount</b>	<b>Estimated Tax Rate / \$1,000</b>
1993 Library Bonded Debt Levy	2,702,374	\$ 0.0777
1996 Library Bonded Debt Levy	5,150,855	\$ 0.1481
1996 Public Safety Bonded Debt Levy	8,341,648	\$ 0.2400
<b>Total Debt Levy</b>	<b>16,194,877</b>	<b>\$ 0.4658</b>

APPROVED this 23rd day of April, 1998



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

Reviewed:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By Thomas Sponsler  
Thomas Sponsler