

ANNOTATED MINUTES

Tuesday, January 4, 2005 - 2:00 PM
Multnomah County East Building, Blue Lake Room 160
600 NE 8th Street, Gresham

SWEARING IN CEREMONY

The Honorable Circuit Court Judge pro tem Terry Hannon Will Administer the Oath of Office to Commissioner Lonnie J. Roberts. Reception Immediately Following Ceremony.

Wednesday, January 5, 2005 - 11:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

SWEARING IN CEREMONY

The Honorable Multnomah County Circuit Court Judge Dale R. Koch Will Administer the Oath of Office to Commissioner Lisa H. Naito.

Joe D'Alessandro Will Administer the Oath of Office to Commissioner Maria Rojo de Steffey.

Reception Immediately Following Ceremony.

Thursday, January 6, 2005 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:31 a.m., with Commissioners Lisa Naito, Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.

Appointment of Commissioner District 3 Lisa Naito as Multnomah County Vice-Chair for the 2005 Calendar Year Pursuant to Section 3.60 of the Multnomah County Home Rule Charter

UPON MOTION OF COMMISSIONER CRUZ, SECONDED BY COMMISSIONER ROJO, THE APPOINTMENT OF COMMISSIONER LISA NAITO AS VICE-CHAIR FOR CALENDAR YEAR 2005 WAS UNANIMOUSLY APPROVED.

AT THE REQUEST OF CHAIR LINN AND UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, CONSIDERATION OF THE FOLLOWING ITEM WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

UC-1 PROCLAMATION Expressing Multnomah County's Sympathy for the Victims of the South Asian Earthquake and Tsunami Disaster

COMMISSIONER NAITO READ PROCLAMATION. UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, PROCLAMATION 05-008 WAS UNANIMOUSLY APPROVED.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER CRUZ, SECONDED BY COMMISSIONER NAITO, CONSENT CALENDAR ITEMS C-1 THROUGH C-5 AND C-7 THROUGH C-8 WERE UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

C-1 Appointments of Jessica Hamilton, Mark Schorr and Brad McClean to the CITIZEN INVOLVEMENT COMMITTEE

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

C-2 Amendment 1 to Government Expenditure Contract (190 Agreement) 4600003755 with the State of Oregon Department of Transportation Concerning Beaver Creek Bridge Under the 2001 Oregon Transportation Investment Act

- C-3 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to BENJAMIN FABER

RESOLUTION 05-001

- C-4 Government Non-Expenditure Contract (190 Agreement) 0405022 with the City of Portland, Allowing the City and County to Jointly Provide Notice of Pending Plat Approval as Required by ORS 197.195
- C-5 Government Expenditure Contract (190 Agreement) 4600005229 with the Oregon Department of Transportation, for Right of Way Services Associated with the Widening of NE 223rd Avenue

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-7 Renewal of Government Expenditure Contract (190 Agreement) 4600004843 with City of Portland Parks and Recreation, to Purchase Vocational and Employment Services for Persons with Developmental Disabilities
- C-8 Renewal of Government Expenditure Contract (190 Agreement) 4600005151 with Oregon Commission for the Blind, to Purchase Vocational and Employment Services for Persons with Developmental Disabilities

REGULAR AGENDA

DEPARTMENT OF HEALTH

- C-6 Amendment 1 to Non-Expenditure Contract (Non-190 Agreement) 0405055 with Portland Public School District No. 1, Changing the Scope of Services to be Provided through the School Based Health Centers

***UPON MOTION OF COMMISSIONER NAITO,
SECONDED BY COMMISSIONER CRUZ, C-6 WAS
UNANIMOUSLY POSTPONED INDEFINITELY.***

PUBLIC COMMENT

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

***MOLLY MALONE COMMENTS REGARDING THE
PARRY CENTER. THOMAS BUCHHOLZ***

COMMENTS REGARDING THE DISTRICT ATTORNEY.

NON-DEPARTMENTAL

R-1 RESOLUTION Confirming the Interim Designations for Multnomah County Commissioners District 1, 3 and 4, in the Event of a Vacancy

COMMISSIONER ROJO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-1. AGNES SOWLE EXPLANATION. COMMISSIONER ROJO COMMENTS IN SUPPORT OF CONTINUATION OF CLARA PADILLA ANDREWS AS HER DESIGNEE. COMMISSIONER NAITO COMMENTS IN SUPPORT OF CONTINUATION OF STEVE MARCH AS HER DESIGNEE. COMMISSIONER ROBERTS COMMENTS IN SUPPORT OF CONTINUATION OF ROBERT PAINE AS HIS DESIGNEE. RESOLUTION 05-002 UNANIMOUSLY ADOPTED.

R-2 RESOLUTION Promoting Racial Justice and Denouncing Hate in Multnomah County

COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-2. COMMISSIONER ROJO EXPLANATION AND INTRODUCTIONS. RICK NITTI, LILLIE FITZPATRICK, JIMMY BROWN AND HERMAN FRANKEL TESTIMONY IN SUPPORT. COMMISSIONERS NAITO, CRUZ, ROBERTS AND CHAIR LINN COMMENTS IN SUPPORT OF RESOLUTION, IN APPRECIATION FOR LEADERSHIP OF COMMISSIONER ROJO AND HER STAFF, AND IN APPRECIATION FOR COMMUNITY SUPPORT. RESOLUTION 05-003 UNANIMOUSLY ADOPTED.

DEPARTMENT OF COUNTY HUMAN SERVICES

R-3 Budget Modification DCHS-08 Increasing the Domestic Violence Division Budget by \$114,550 to Reflect the Balance from Fiscal Year 04 Safe Havens and State Housing Assistant Program Grants

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-3. CHIQUITA ROLLINS EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-4 NOTICE OF INTENT to Apply for a Substance Abuse and Mental Health Administration Services (SAMHSA) Targeted Capacity Expansion Grant

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-4. TRACI GOFF AND NARA EXECUTIVE DIRECTOR JACKIE MERCER EXPLANATION AND COMMENTS IN SUPPORT. COMMISSIONER ROJO COMMENTS IN SUPPORT OF GRANT APPLICATION AND CONGRATULATIONS TO MS. MERCER FOR HER APPOINTMENT TO THE STATE COMMITTEE ON INDIAN AFFAIRS. NOTICE OF INTENT UNANIMOUSLY APPROVED.

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- R-5 Budget Modification BCS-06 Reclassifying Two Positions in the Assessment and Taxation Divisions of the Finance, Budget and Tax Office

COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-5. BOB THOMAS EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-6 RESOLUTION Declaring Property Located at 600 NE 8th Street, Suite 170, Gresham, Oregon to be Surplus at Certain Times and Approving a Real Property Lease to National College of Naturopathic Medicine

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-6. DEBRA CRAWFORD EXPLANATION AND RESPONSE TO QUESTION OF CHAIR LINN REGARDING OPTION TERM. RESOLUTION 05-004 UNANIMOUSLY ADOPTED.

R-7 RESOLUTION Declaring a Portion of the Property Located at 3653 SE 34th Avenue, Portland, Oregon to be Surplus and Approving a Real Property Lease to Pacific University

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-7. DEBRA CRAWFORD AND ESTHER AMES-BURGOYNE EXPLANATION AND RESPONSE TO BOARD QUESTIONS REGARDING PROPERTY DISPOSITION AND TERMINATION CLAUSE. COUNTY ATTORNEYS AGNES SOWLE AND MATTHEW RYAN RESPONSE TO BOARD QUESTIONS REGARDING TERMINATION CLAUSE. FOLLOWING BOARD DISCUSSION AND UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, THE RESOLUTION WAS UNANIMOUSLY CONTINUED TO THURSDAY, JANUARY 13, 2005 IN ORDER TO GIVE STAFF TIME TO PROVIDE ADDITIONAL INFORMATION.

R-8 RESOLUTION Adopting a Hazardous Conditions and Administrative Closure Policy

COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-8. TOM SIMPSON EXPLANATION AND RESPONSE TO QUESTION OF COMMISSIONER CRUZ. COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, AMENDMENT TO FINDING E TO READ: "SOME EXISTING LABOR AGREEMENTS AND PERSONNEL RULES WERE SILENT ON THE PROCEDURES NECESSARY FOR ADMINISTRATIVE CLOSURES. THE LANGUAGE OF THIS AMENDED RULE WAS REVIEWED AND APPROVED BY ALL OF THE BARGAINING UNITS OF THE COUNTY." AMENDMENT UNANIMOUSLY APPROVED. RESOLUTION 05-006 UNANIMOUSLY ADOPTED, AS AMENDED.

R-9 RESOLUTION Authorizing Condemnation and Immediate Possession of Real Property for the Purpose of Widening NE 223rd Avenue, County Road No. 873 and Constructing Railroad Overpass

**COMMISSIONER ROJO MOVED AND
COMMISSIONER ROBERTS SECONDED,
APPROVAL OF R-9. PATRICK HINDS
EXPLANATION. RESOLUTION 05-007
UNANIMOUSLY ADOPTED.**

R-10 First Reading and Possible Adoption of a Proposed ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions Related to Accessory Structures, Public Art Murals and 2004 Technical Updates to the Transportation System Plan in Compliance with Metro's Functional Plan and Declaring an Emergency

**ORDINANCE READ BY TITLE ONLY. COPIES
AVAILABLE. COMMISSIONER ROJO MOVED
AND COMMISSIONER ROBERTS SECONDED,
APPROVAL OF FIRST READING AND ADOPTION.
KAREN SCHILLING EXPLANATION. NO ONE
WISHED TO TESTIFY. ORDINANCE 1056
UNANIMOUSLY ADOPTED.**

DEPARTMENT OF HEALTH

R-11 Budget Modification HD 6 Appropriating Funds in Health Department Revenue Budget Carried Over from Fiscal Year 2004 State Domestic Preparedness Grant

**COMMISSIONER CRUZ MOVED AND
COMMISSIONER ROBERTS SECONDED,
APPROVAL OF R-11. BILL COLLINS
EXPLANATION. BUDGET MODIFICATION
UNANIMOUSLY APPROVED.**

R-12 NOTICE OF INTENT to Apply for Grant Funding from the US Department of Health and Human Services' Bureau of Primary Health Care to Expand the Capacity to Deliver Mental Health Services to Underserved Residents of Multnomah County

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-12. SUSAN GODSCHALZ EXPLANATION AND RESPONSE TO QUESTIONS OF CHAIR LINN REGARDING COORDINATION WITH COUNTY HUMAN SERVICES DEPARTMENT'S MENTAL HEALTH AND ADDICTION SERVICES DIVISION AND THE PROVISION OF CULTURALLY SPECIFIC CARE. NOTICE OF INTENT UNANIMOUSLY APPROVED.

There being no further business, the regular meeting as adjourned at 10:39 a.m.

Thursday, January 6, 2005 - 10:45 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, First Floor Commissioners Conference Room 112
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

Chair Diane Linn convened the meeting at 10:45 a.m., with Vice-Chair Lisa Naito and Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.

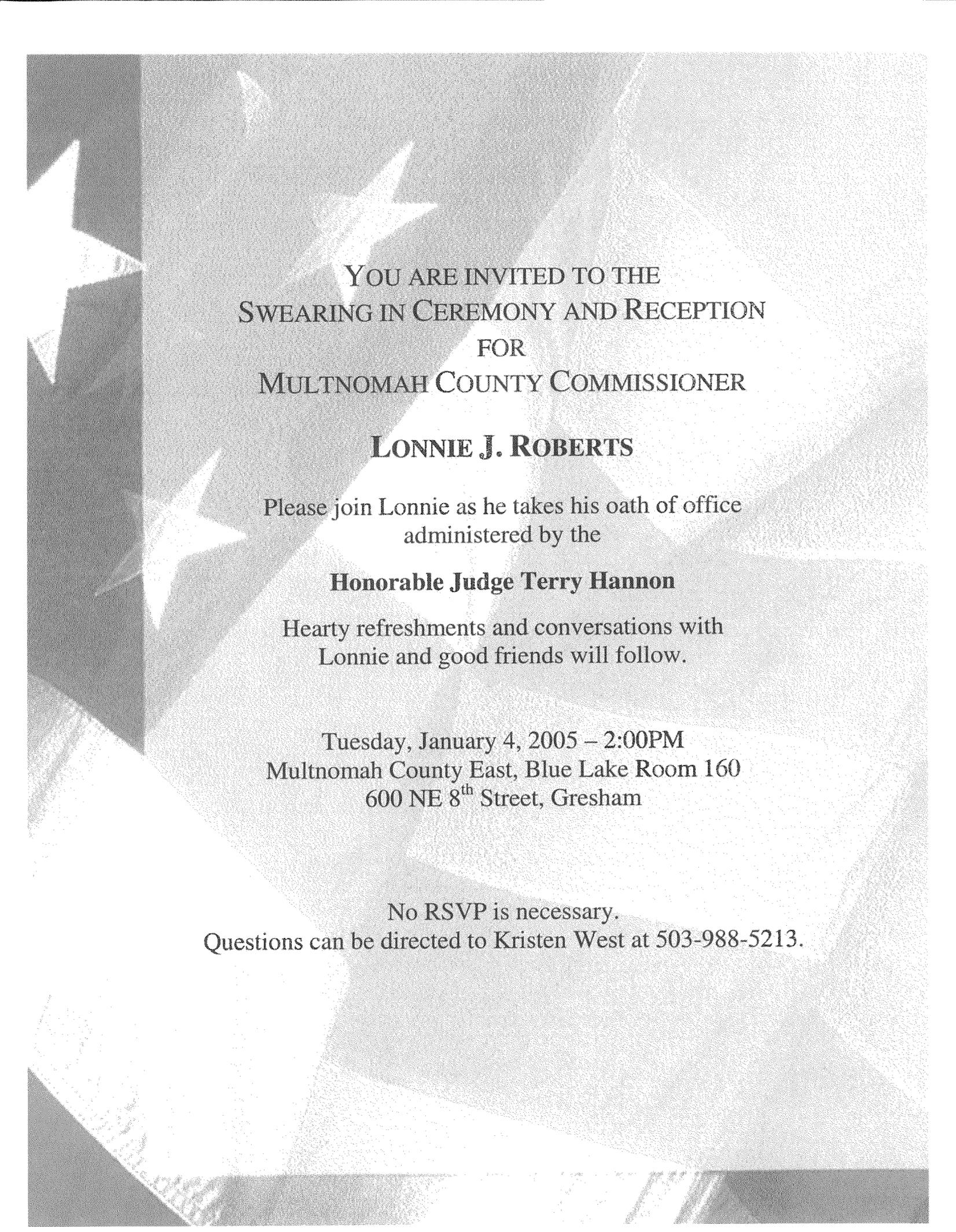
E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(2)(f) and (h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose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

EXECUTIVE SESSION HELD.

There being no further business, the meeting was adjourned at 11:36 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



YOU ARE INVITED TO THE
SWEARING IN CEREMONY AND RECEPTION
FOR
MULTNOMAH COUNTY COMMISSIONER

LONNIE J. ROBERTS

Please join Lonnie as he takes his oath of office
administered by the

Honorable Judge Terry Hannon

Hearty refreshments and conversations with
Lonnie and good friends will follow.

Tuesday, January 4, 2005 – 2:00PM
Multnomah County East, Blue Lake Room 160
600 NE 8th Street, Gresham

No RSVP is necessary.
Questions can be directed to Kristen West at 503-988-5213.

Swearing in Ceremony



You are cordially invited to the swearing in ceremony
of Multnomah County Commissioners
Lisa Naito and Maria Rojo de Steffey

Commissioner Naito will be sworn in by
The Honorable Sidney A. Galton

Commissioner Rojo de Steffey will be sworn in
by Joe D'Alessandro

Wednesday January 5, 2005
Eleven o'clock in the morning

The Multnomah County Board Room

The Multnomah Building

501 SE Hawthorne Blvd.

Portland, Oregon



Reception immediately following

**REMARKS OF LISA NAITO
UPON TAKING HER OATH OF OFFICE AS
MULTNOMAH COUNTY COMMISSIONER, DISTRICT 3**

Wednesday, January 5, 2005

Thank you all for coming.

I look forward to continuing to serve the people of District 3 and of Multnomah County. We are all blessed to live and work in this wonderful community. I am honored to have the opportunity to play a role in making our community even more vibrant and thriving.

The personal support I receive from my family and friends carries me through the difficult and challenging times in my public service career. I want to especially thank my very best friend, Kenton Gregory, for his unconditional support. He reminds me often that it takes courage ~~to do~~^{to do} what is right and that he expects me to have that courage. My mother, Christine Sjogren and my father, Per Sjogren, are both here today. My son Alex and daughter Kirsten, ~~who~~^{both} have told me how proud they are to have a mother who stands up for the constitution.

Terri Naito is not only a friend and supporter; she is responsible for much of the good work that comes out of our office. Her research, public policy analysis, writing, media skills, and constituent service are unparalleled. More

than that, she is always pushing me to do more...while willing to push herself at the same time.

Carol Wessinger is ill and unable to be here today. Those of you who work with Carol know how professionally she sets my schedule and manages meetings and events. She cares deeply and always goes the extra mile for people in our community.

I'd like to acknowledge Judy Shiprack, the Executive Director of the Public Safety Coordinating Council, for all the work she does. As Chair of that ~~Committee~~^{Panel}, I am fortunate to work with ~~the~~ leaders in our public safety community, including some that are here today, Judge Koch, District Attorney Mike Schrunk, Sheriff Bernie Giusto and Joanne Fuller. Together, we will continue to work to move mentally ill persons out of our jails, protect victims of domestic violence, support treatment services and prevent child abuse and neglect.

State Representative Steve March is also here and worked for District 3 this year, bringing greater financial accountability to the County and finding ways to reduce administrative costs to maximize^{needed} County services.

I'd like to introduce Joe Baessler, the newest member of the District 3 team. Joe worked for Steve March in the legislat^{ive}~~ive~~ last session. Steve tells

me that Joe has a great sense of humor and I figure he will need that a lot here!

From our Health Department to our Finance Office, to Animal Services to Land Use...we are fortunate to have hard working, innovative, and caring County employees. They deserve the credit for carrying out the policies we set.

I am also honored to to serve with members of an extraordinary Board. We disagree at times, but each of us is passionate about libraries, about children and education, and about protecting the public from harm. In my past term, we have stepped up for schools, public safety and needed health services by referring the local income tax to our voters. We interpreted the Oregon constitution as granting equal marriage rights to gays and lesbians. We worked to increase the County's preparedness for natural disasters and terrorism. We implemented major reforms in our mental health services. The list goes on. I know we all continue to have the courage to stand up for our constituents and for what each of us believes is right. We are able to debate issues and respect divergent views. Commissioner Maria Rojo de Steffey, Commissioner Serena Cruz, Commissioner Lonnie Roberts and Chair Linn...I look forward to continued service with you.

City Council
Dan Saltzman
Maya Tom Potter and Kara

Sam Adams
Senator Ginny Burdick,

I especially look forward to continuing my work at the County. The task force I led recommended ~~the~~ ^{as the} County overhaul/children's mental health services

Joe Smith

and incorporate best practices. The policy changes were approved and adopted two years ago. I will push the Human Services Department to implement these recommendations. Public safety also remains a top priority in my next four years. This includes a balanced criminal justice system with adequate jails, prosecution and supervision as well as crime prevention through early interventions with gang-affected youth, diversion of the mentally ill from jails, treatment for people with addictions, and child abuse prevention.

I will continue to work hard to achieve the goal of a safe, healthy and vital community for everyone in the County. And I will continue to ask each of you for your help, ideas and advice.

Thank you!



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: mult.chair@co.multnomah.or.us

Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
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Serena Cruz, Commission Dist. 2

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Lisa Naito, Commission Dist. 3

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Lonnie Roberts, Commission Dist. 4

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Email: lonnie.j.roberts@co.multnomah.or.us

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Americans with Disabilities Act Notice: If you need this agenda in an alternate format, or wish to participate in a Board Meeting, please call the Board Clerk (503) 988-3277, or the City/County Information Center TDD number (503) 823-6868, for information on available services and accessibility.

JANUARY 6, 2005

BOARD MEETING

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	2:00 p.m. Tuesday Commissioner Lonnie Roberts Swearing In Ceremony
Pg 2	11:00 a.m. Wednesday Commissioners Lisa Naito and Maria Rojo de Steffey Swearing In Ceremony
Pg 2	9:30 a.m. Thursday Appoint 2005 Vice-Chair
Pg 4	9:35 a.m. Thursday Promoting Racial Justice and Denouncing Hate in Multnomah County
Pg 4	10:10 a.m. Thursday Adopting Hazardous Conditions and Administrative Closure Policy
Pg 4	10:20 a.m. Thursday Ordinance Reading on Amendments Related to Accessory Structures, Public Art Murals and 2004 Technical Updates to the Transportation System Plan
Pg 5	10:45 a.m. Thursday Executive Session

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

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

(503) 491-7636, ext. 333 for further info

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

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Joe D'Alessandro Will Administer the Oath of Office to Commissioner Maria Rojo de Steffey.

Reception Immediately Following Ceremony.

Thursday, January 6, 2005 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
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REGULAR MEETING

Appointment of Commissioner District 3 Lisa Naito as Multnomah County Vice-Chair for the 2005 Calendar Year Pursuant to Section 3.60 of the Multnomah County Home Rule Charter

CONSENT CALENDAR - 9:30 AM **NON-DEPARTMENTAL**

C-1 Appointments of Jessica Hamilton, Mark Schorr and Brad McClean to the CITIZEN INVOLVEMENT COMMITTEE

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-2 Amendment 1 to Government Expenditure Contract (190 Agreement) 4600003755 with the State of Oregon Department of Transportation Concerning Beaver Creek Bridge Under the 2001 Oregon Transportation Investment Act
- C-3 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to BENJAMIN FABER
- C-4 Government Non-Expenditure Contract (190 Agreement) 0405022 with the City of Portland, Allowing the City and County to Jointly Provide Notice of Pending Plat Approval as Required by ORS 197.195
- C-5 Government Expenditure Contract (190 Agreement) 4600005229 with the Oregon Department of Transportation, for Right of Way Services Associated with the Widening of NE 223rd Avenue

DEPARTMENT OF HEALTH

- C-6 Amendment 1 to Non-Expenditure Contract (Non-190 Agreement) 0405055 with Portland Public School District No. 1, Changing the Scope of Services to be Provided through the School Based Health Centers

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-7 Renewal of Government Expenditure Contract (190 Agreement) 4600004843 with City of Portland Parks and Recreation, to Purchase Vocational and Employment Services for Persons with Developmental Disabilities
- C-8 Renewal of Government Expenditure Contract (190 Agreement) 4600005151 with Oregon Commission for the Blind, to Purchase Vocational and Employment Services for Persons with Developmental Disabilities

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

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

NON-DEPARTMENTAL - 9:30 AM

- R-1 RESOLUTION Confirming the Interim Designations for Multnomah County Commissioners District 1, 3 and 4, in the Event of a Vacancy
- R-2 RESOLUTION Promoting Racial Justice and Denouncing Hate in Multnomah County

DEPARTMENT OF COUNTY HUMAN SERVICES - 9:45 AM

- R-3 Budget Modification DCHS-08 Increasing the Domestic Violence Division Budget by \$114,550 to Reflect the Balance from Fiscal Year 04 Safe Havens and State Housing Assistant Program Grants
- R-4 NOTICE OF INTENT to Apply for a Substance Abuse and Mental Health Administration Services (SAMHSA) Targeted Capacity Expansion Grant

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 9:55 AM

- R-5 Budget Modification BCS-06 Reclassifying Two Positions in the Assessment and Taxation Divisions of the Finance, Budget and Tax Office
- R-6 RESOLUTION Declaring Property Located at 600 NE 8th Street, Suite 170, Gresham, Oregon to be Surplus at Certain Times and Approving a Real Property Lease to National College of Naturopathic Medicine
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- R-10 First Reading and Adoption of a Proposed ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions Related to Accessory Structures, Public Art Murals and 2004 Technical Updates to the Transportation System Plan in Compliance with Metro's Functional Plan and Declaring an Emergency

DEPARTMENT OF HEALTH - 10:25 AM

- R-11 Budget Modification HD 6 Appropriating Funds in Health Department Revenue Budget Carried Over from Fiscal Year 2004 State Domestic Preparedness Grant
- R-12 NOTICE OF INTENT to Apply for Grant Funding from the US Department of Health and Human Services' Bureau of Primary Health Care to Expand the Capacity to Deliver Mental Health Services to Underserved Residents of Multnomah County
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Thursday, January 6, 2005 - 10:45 AM
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EXECUTIVE SESSION

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MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 01/06/05
 Agenda Item #: UC-1
 Est. Start Time: 9:30 AM
 Date Submitted: 01/05/05

BUDGET MODIFICATION: -

Agenda Title: PROCLAMATION Expressing Multnomah County's Sympathy for the Victims of the South Asian Earthquake and Tsunami Disaster

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

Date Requested: January 6, 2005 **Time Requested:** 3 minutes
Department: Non-Departmental **Division:** District 3
Contact(s): Terri Naito
Phone: 503 988 5217 **Ext.** 84105 **I/O Address:** 503/6
Presenter(s): Commissioner Lisa Naito

General Information

1. **What action are you requesting from the Board?**
Unanimous approval of proclamation.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
A disaster of epic proportions has occurred a half a world away. Despite the distance, it has nonetheless touched the people of Multnomah County. This proclamation calls out that tragedy and how people might help.
3. **Explain the fiscal impact (current year and ongoing).**
None.
4. **Explain any legal and/or policy issues involved.**
None.
5. **Explain any citizen and/or other government participation that has or will take place.**
None.

Required Signatures

**Department/
Agency Director:**

Asia Nantz

Date: January 5, 2005

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Expressing Multnomah County's Sympathy for the Victims of the South Asian Earthquake and Tsunami Disaster

The Multnomah County Board of Commissioners Finds:

- a. On December 26, 2004 the most powerful earthquake in forty years shook the island of Sumatra causing violent tsunamis in the Indian Ocean, leaving an arc of destruction from Thailand to the Horn of Africa. The devastation defies comprehension.
- b. More than 150,000 lives are estimated to be lost, as many as five million people are thought to be homeless, or without food or shelter; thousands more are missing, and millions are vulnerable to disease.
- c. In the days, weeks, months and years to come the people of South Asia will be challenged – on an unimaginable scale – as they rebuild their homes, their communities and their lives.

The Multnomah County Board of Commissioners Proclaims:

1. The Board of County Commissioners directs that the flag of the United States be displayed at half-staff at the Multnomah Building and all County buildings through Friday, January 7, 2005.
2. The Board of County Commissioners invites the people of Multnomah County to join in a moment of silence as an expression of public sympathy.
3. The Board of County Commissioners encourages the citizens of Multnomah County to demonstrate the generosity for which Oregonians are known by assisting in disaster relief efforts and donating directly to reliable charities already providing help to tsunami victims. These organizations include Global Impact, a non-profit organization certified by Multnomah County's Charitable Giving Campaign Council; several of Global Impact's member organizations are currently in south Asia providing disaster relief. Other Portland-based international relief organizations include Mercy Corps and Northwest Medical Teams.

ADOPTED this 6th of January, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, County Chair

Maria Rojo de Steffey,
Commissioner District 1

Serena Cruz,
Commissioner District 2

Lisa Naito,
Commissioner District 3

Lonnie Roberts,
Commissioner District 4

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 05-008

Expressing Multnomah County's Sympathy for the Victims of the South Asian Earthquake and Tsunami Disaster

The Multnomah County Board of Commissioners Finds:

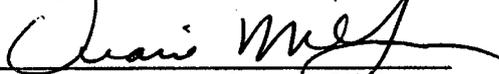
- a. On December 26, 2004 the most powerful earthquake in forty years shook the island of Sumatra causing violent tsunamis in the Indian Ocean, leaving an arc of destruction from Thailand to the Horn of Africa. The devastation defies comprehension.
- b. More than 150,000 lives are estimated to be lost, as many as five million people are thought to be homeless, or without food or shelter; thousands more are missing, and millions are vulnerable to disease.
- c. In the days, weeks, months and years to come the people of South Asia will be challenged – on an unimaginable scale – as they rebuild their homes, their communities and their lives.

The Multnomah County Board of Commissioners Proclaims:

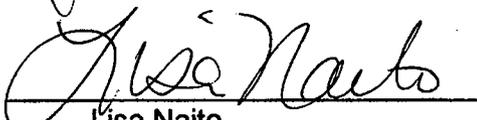
1. The Board of County Commissioners directs that the flag of the United States be displayed at half-staff at the Multnomah Building and all County buildings through Friday, January 7, 2005.
2. The Board of County Commissioners invites the people of Multnomah County to join in a moment of silence as an expression of public sympathy.
3. The Board of County Commissioners encourages the citizens of Multnomah County to demonstrate the generosity for which Oregonians are known by assisting in disaster relief efforts and donating directly to reliable charities already providing help to tsunami victims. These organizations include Global Impact, a non-profit organization certified by Multnomah County's Charitable Giving Campaign Council; several of Global Impact's member organizations are currently in south Asia providing disaster relief. Other Portland-based international relief organizations include Mercy Corps and Northwest Medical Teams.

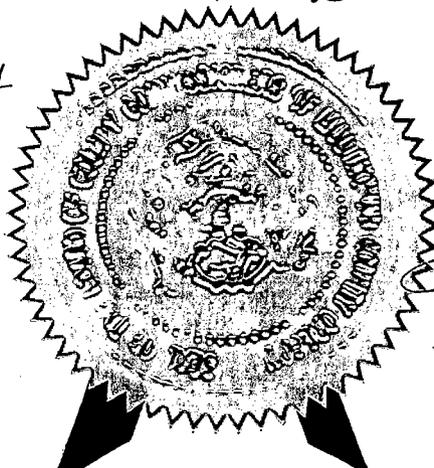
ADOPTED this 6th of January, 2005.

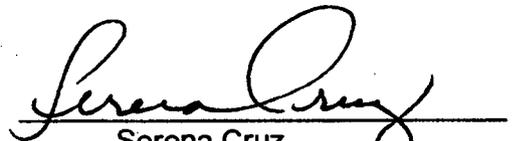
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, County Chair


Maria Rojo de Steffey,
Commissioner District 1


Lisa Naito,
Commissioner District 3




Serena Cruz,
Commissioner District 2


Lonnie Roberts,
Commissioner District 4



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
Agenda Item #: C-1
Est. Start Time: 9:30 AM
Date Submitted: 12/14/04

BUDGET MODIFICATION: -

Agenda Title: **Appointments of Jessica Hamilton, Mark Schorr and Brad McClean to the Citizen Involvement Committee**

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>Consent Calendar</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Chair's Office</u>
Contact(s):	<u>Chair Diane Linn, Andy Smith</u>		
Phone:	<u>503/988-3308</u>	Ext.: <u>85772</u>	I/O Address: <u>503/600</u>
Presenter(s):	<u>N/A</u>		

General Information

1. What action are you requesting from the Board?

Request Board approve appointments of Jessica Hamilton, Mark Schorr and Brad McClean to the Multnomah County Citizen Involvement Committee.

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

The Multnomah County Citizen Involvement Committee (CIC) is charged with creating meaningful citizen involvement opportunities and with integrating citizens into the decision making process. The CIC includes 15 volunteer members - 12 from specific commission districts and 3 recommended from County Boards and/or civic groups (at large). Nominees are forward by the CIC to the County Chair. Members are appointed by the County Chair with approval of the Board of County Commissioners. CIC members are appointed to 3-year terms with a 2-term limit. Kathleen Todd is the Executive Director of the Multnomah County Office of Citizen Involvement.

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

No current year and/or ongoing fiscal impact.

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

No legal and/or policy issues involved.

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

CIC conducted recruitment activity and received nominations from local civic and business organizations and groups.

Required Signatures

**Department/
Agency Director:**



Date: 12/14/2004

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
 Agenda Item #: C-2
 Est. Start Time: 9:30 AM
 Date Submitted: 11/29/04

BUDGET MODIFICATION: -

**Amendment 1 to Government Expenditure Contract (190 Agreement) 4600003755
with the State of Oregon Department of Transportation Concerning Beaver
Creek Bridge (Br. #04522) Under the 2001 Oregon Transportation Investment
Act**

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>Consent Calendar</u>
Department:	<u>Business and Community Services</u>	Division:	<u>Land Use & Trans Program</u>
Contact(s):	<u>Harold Maxa</u>		
Phone:	<u>(503) 988-5050</u>	Ext.	<u>29627</u>
Presenter(s):	<u>N/A</u>		
I/O Address:	<u>455</u>		

General Information

1. What action are you requesting from the Board?

Amendment No. 1 to the 2001 Oregon Transportation Investment Act Agreement (OTIA) concerning Beaver Creek Bridge (Br.# 04522) to change the project from Beaver Creek Bridge replacement to Beaver Creek Bridge rehabilitation, with construction of a separate pedestrian facility to be built in conjunction with the bridge rehabilitation Project.

The Department of Business & Community Services recommends approval of Amendment No. 1 to the Intergovernmental Agreement with ODOT.

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

As part of the original project, Multnomah County held a community meeting and subsequently met with the City of Troutdale City Council. The public requested that Multnomah County study alternatives to replacing Beaver Creek Bridge, which is a structure eligible for listing in the National

Registry for Historic Places (NRHP) for its significant historical association with the Historic Columbia Highway. This study resulted in the resolution by Multnomah County and the Oregon Department of Transportation to concur with the City of Troutdale City Council's recommendation to restore the Beaver Creek Bridge rather to replace it with a new bridge, and to construct a pedestrian bridge adjacent to the existing structure. This change of scope to the original OTIA agreement resulted in the need for this proposed amendment.

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

There is no fiscal impact due to this amendment.

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

There are no new legal and/or policy issues due to this amendment.

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

Multnomah County has held a community meeting and a City of Troutdale City Council meeting. The County plans to hold additional public meetings to present final design plans and construction schedules.

Required Signatures

**Department/
Agency Director:**

Robert A Maestre

Date: 11/23/04

Budget Analyst:

Christy

Date: 11/29/04

Department HR:

Date:

Countywide HR:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 4600003755

Amendment #: 1

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

CLASS I	CLASS II	CLASS III A
<p>Contracts \$75,000 and less per 12 month period</p> <p><input type="checkbox"/> Professional Services Contracts</p> <p><input type="checkbox"/> PCRB Contracts</p> <p style="margin-left: 20px;"><input type="checkbox"/> Maintenance Agreements</p> <p style="margin-left: 20px;"><input type="checkbox"/> Licensing Agreements</p> <p style="margin-left: 20px;"><input type="checkbox"/> Public Works Construction Contracts</p> <p><input type="checkbox"/> Architectural & Engineering Contracts</p> <p><input type="checkbox"/> Revenue Contracts</p> <p><input type="checkbox"/> Grant Contracts</p> <p><input type="checkbox"/> Non-Expenditure Contracts</p>	<p>Contracts over \$75,000 per 12 month period</p> <p><input type="checkbox"/> Professional Services Contracts</p> <p><input type="checkbox"/> PCRB Contracts</p> <p style="margin-left: 20px;"><input type="checkbox"/> Maintenance Agreements</p> <p style="margin-left: 20px;"><input type="checkbox"/> Licensing Agreements</p> <p style="margin-left: 20px;"><input type="checkbox"/> Public Works Construction Contracts</p> <p><input type="checkbox"/> Architectural & Engineering Contracts</p> <p><input type="checkbox"/> Revenue Contracts</p> <p><input type="checkbox"/> Grant Contracts</p> <p><input type="checkbox"/> Non-Expenditure Contracts</p>	<p><input checked="" type="checkbox"/> Government Contracts (190 Agreement)</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p style="text-align: center;">CLASS III B</p> <p><input type="checkbox"/> Government Contracts (Non-190 Agreement)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Interdepartmental Contracts</p>

Department: Business and Community Services Division: Land Use & Trans Program Date: 11/18/04
 Originator: Harold Maxa Phone: x29627 Bldg/Rm: 455/Annex
 Contact: Cathy Kramer Phone: x22589 Bldg/Rm: 455/Annex

Description of Contract: Amendment No. 1 to Intergovernmental Agreement between Multnomah County and Oregon Dept. of Transportation concerning Beaver Creek Bridge (Br. #04522) under the 2001 Oregon Transportation Investment Act (OTIA), to modify project to bridge rehabilitation rather than bridge replacement. ODOT Agreement No. 19472-1 There are no additional costs to the County.

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

Contractor	<u>Oregon Dept. of Trans</u>		Remittance address	_____	
Address	<u>123 NW Flanders St.</u>		(if different)	_____	
City/State	<u>Portland OR</u>		Payment Schedule / Terms	_____	
ZIP Code	<u>97209-4037</u>		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	
Phone	<u>(503) 743-3557 or 731-8276 (Debbie Burgess)</u>		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	
Employer ID# or SS#	<u>N/A</u>		<input checked="" type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	
Contract Effective Date	<u>11/21/02</u>	Term Date <u>2/13/06</u>	<input type="checkbox"/> Requirements Funding Info:		
Amendment Effect Date	<u>_____</u>	New Term Date <u>N/A</u>	Original Requirements Amount	\$ _____	
Total Amt of Previous Amendments	\$0		Total Amt of Previous Amendments	\$ _____	
Amount of Amendment	\$0		Requirements Amount Amendment	\$ _____	
Total Amount of Agreement \$	\$245,000.00		Total Amount of Requirements	\$ _____	

REQUIRED SIGNATURES: RM

Department Manager Robert Maestre DATE 11-23-04
 Purchasing Manager _____ DATE _____
 County Attorney Deborah L. Bogstad DATE 11/29/04
 County Chair _____ DATE 1.5.05
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

APPROVED: MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-2 DATE 01-06-05
 DEBORAH L. BOGSTAD, BOARD CLERK

COMMENTS: ROADCEC0399P520

AMENDMENT No. 1
2001 OREGON TRANSPORTATION INVESTMENT ACT AGREEMENT
Beaver Creek Bridge (Br.# 04522)

The State of Oregon, acting by and through its Department of Transportation (ODOT), Multnomah County, acting by and through its Elected Officials (Agency), entered into Local Agency Agreement No.19,472 on December 2, 2002. Said agreement was to cover the replacement of the Beaver Creek Bridge (Bridge #04522), hereinafter referred to as "Project."

It has now been determined by ODOT and Agency that the agreement referenced above, although remaining in full force and effect, shall be amended by this agreement to change the Beaver Creek Bridge replacement to rehabilitation, with construction of a separate pedestrian facility to be built in conjunction with the bridge rehabilitation Project. The total Project cost will remain the same. Therefore the above mentioned agreement shall be amended as follows:

Exhibit A shall be replaced in its entirety with Revised Exhibit A.

Page 1, Recitals, Paragraph 2, which reads:

"2. The Oregon Transportation Commission selected the projects to be funded under the 2001 OTIA Program at its January 16, 2002 meeting. This selection included Agency's project, Beaver Creek Bridge, as described in Exhibit A."

Shall be amended to read:

"2. The Oregon Transportation Commission selected the projects to be funded under the 2001 OTIA Program at its January 16, 2002 meeting. This selection included Agency's project, Beaver Creek Bridge, as described in Revised Exhibit A."

Page 1, Recitals Paragraph 3, which reads:

"3. By the authority granted in ORS 190.110, 366.770 and 366.775, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform."

Shall be amended to read:

"3. By the authority granted in ORS 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform."

Paragraph 4 of Recitals shall be added and shall read:

"4. The Oregon Transportation Commission, at its March 24, 2004 meeting, approved the project scope change to restore rather than replace the Beaver Creek Bridge. This change has no impacts to the proposed cost and schedule which was reviewed and approved by the HBRR Committee and the OTIA Steering Group. "

Page 1, Terms of Agreement, Paragraph 1, which reads:

"1. Agency shall replace the Beaver Creek Bridge, hereinafter referred to as "Project". A Project description and budget are shown on Exhibit "A", and sketch map showing the location and approximate limits of the Project are shown on Exhibit "B", both are attached hereto and by this reference made a part hereof."

Shall be amended to read:

"1. Agency shall rehabilitate the Beaver Creek Bridge and construct a separate pedestrian facility, hereinafter referred to as "Project". A Project description and budget are shown on Revised Exhibit "A", and sketch map showing the location and approximate limits of the Project are shown on Exhibit "B", both are by this reference made a part hereof."

Page 1, Terms of Agreement Paragraph 2, which reads:

"2. The total estimated cost of the Project is \$1,733,284. The budget is shown on Exhibit "A"."

Shall be amended to read:

"2. The total estimated cost of the Project is \$1,733,284. The budget is shown on Revised Exhibit A."

Page 2, Agency Obligations Paragraph 1, which reads:

"1. Agency, or its consultant, shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates; obtain all right-of-way, if any, required for Project in compliance with ORS 281.060; ORS 35.346; certification by the Agency or by consultant on behalf of Agency; obtain all required permits; arrange for all utility relocations or reconstruction, if any, required for Project in compliance with the standards in Agency Obligations, Paragraph 13; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents; advertise and award all contracts; provide Project management services; and other necessary functions for administration of the contract."

Shall be amended to read:

"1. Agency, or its consultant, shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates; obtain all right-of-way, if any, required for Project in compliance with ORS 35.510; ORS 35.346; certification of right of way acquisition work must be made by the Agency (or on behalf of its consultant) doing the work; obtain all required permits; arrange for all utility relocations or reconstruction, if any, required for Project in compliance with the standards in Agency Obligations, Paragraph 13; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid documents; advertise and award all contracts; provide Project management services; and other necessary functions for administration of the contract."

Page 2, Agency Obligations, Paragraph 4 a, which reads:

"4.a. Agency shall submit documentation to ODOT's Project Liaison that shows that Agency has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

Environmental: June 4, 2004

Documentation: Letter from Agency documenting that the milestone has been met.

Right of Way Acquisition: June 30, 2004

Documentation: Letter from Agency's legal counsel certifying that 1) the right-of-way needed for the Project has been obtained and 2) right-of-way acquisition has been completed in accordance with these certain right-of-way requirements contained in Agency Obligations, Part 1, of this agreement.

Land Use Permits: June 30, 2004

Documentation: Letter from Agency indicating that all Land Use Permits required for final design have been obtained.

Final Plans / Biddable Engineering Documents: November 3, 2004
Documentation: A copy of completed Project plans, specifications and cost estimates.

Contract Advertisement and Award: March 16, 2005
Documentation: A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

Construction Completion: February 16, 2006
Documentation: A letter from Agency indicating that construction is substantially complete.

Project Completion: February 21, 2006
Documentation: Letter from Agency indicating that the Project is complete and open to traffic, accompanied by Agency's final billing to ODOT."

Shall be amended to read:

"4.a. Agency shall submit documentation to ODOT's Project Liaison that shows that Agency has met Project key milestones. The Project key milestones, dates, and required documentation are shown below:

Environmental: May 31, 2005
Documentation: Letter from Agency documenting that the milestone has been met.

Right of Way Acquisition: June 30, 2005
Documentation: Letter from Agency's legal counsel certifying that 1) the right-of-way needed for the Project has been obtained and 2) right-of-way acquisition has been completed in accordance with these certain right-of-way requirements contained in Agency Obligations, Part 1, of this agreement.

Land Use Permits: June 30, 2005
Documentation: Letter from Agency indicating that all Land Use Permits required for final design have been obtained.

Final Plans / Biddable Engineering Documents: November 30, 2005
Documentation: A copy of completed Project plans, specifications and cost estimates.

Contract Advertisement and Award: March 31, 2006
Documentation: A copy of the Award of Contract submitted to the Bureau of Labor and Industries.

Construction Completion: October 31, 2006

Documentation: A letter from Agency indicating that construction is substantially complete.

Project Completion: November, 2006

Documentation: Letter from Agency indicating that the Project is complete and open to traffic, accompanied by Agency's final billing to ODOT."

Page 4, Agency Obligations, Paragraph 10, which reads:

"10. Agency, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its contractors complies with these requirements."

Shall be amended to read:

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

Page 5, Agency Obligations, Paragraph 15, which reads:

"15. Agency shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, and the Oregon Department of Transportation and its officers and employees, from all claims, suits or actions of any nature arising out of activities of Agency, its consultant, its contractor, its officers, subcontractors, agents, or employees under this agreement."

Shall be amended to read:

"15. Agency shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation, its officers and employees from any and all claims, suits, and liabilities relating to death, bodily injury or property damage to the extent those listed harms arise out of the fault of Agency, its contractor, its officers, subcontractors, agents, or employees in their performance of this Project.

Notwithstanding the foregoing defense obligations under paragraph 15 above, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending the State of Oregon, or that Agency is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense."

Page 5, Agency Obligations Paragraph 20, which reads:

20. Agency agrees to comply with the conditions for Project approval adopted by the Oregon Transportation Commission, as set out in Exhibit A, Special Conditions, which is attached and made part of this Agreement.

Shall be amended to read:

20. Agency agrees to comply with the conditions for Project approval adopted by the Oregon Transportation Commission, as set out in the revised Exhibit A, Special Conditions, which is attached and made part of this Agreement.

Page 7, General Provisions Paragraph 2(c) which reads:

"c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement."

Shall be amended to read:

"c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement."

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

The Oregon Transportation Commission approved this Project on January 16, 2002.

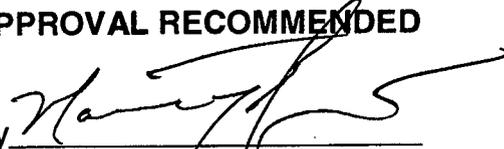
The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day

MC & A No. 19,472
MULTNOMAH COUNTY

operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On September 16, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates authority to the Deputy Director, Highway Division to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

APPROVAL RECOMMENDED

By 
Region 1 Manager

Date 11/2/04

STATE OF OREGON, by and through
Its Department of Transportation

By _____
Deputy Director, Highway Division

Date _____

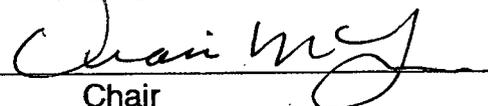
By _____
Technical Services Manager/Chief Engr

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

MULTNOMAH COUNTY, by and through
its Elected Officials

By 
Chair

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
Date _____
AGENDA # C-2 DATE 01.06.05
DEBORAH L. BOGSTAD, BOARD CLERK

APPROVED AS TO LEGAL SUFFICIENCY

By 
Agency Attorney

Date 11/24/04

RETURN AGREEMENT TO AGENCY:

Contact: Harold Maxa
Address: C/O Multnomah Co. Trans. Div.
1600 SE 190th Ave
Portland, Oregon 97233

REVISED EXHIBIT A
PROJECT DESCRIPTION
MULTNOMAH COUNTY TRANSPORTATION DIVISION
Beaver Creek Bridge (Br. #04522)

The Beaver Creek Bridge, located approximately 720 feet from the Sandy River Bridge at Troutdale, was constructed in 1912 and is deteriorating. The bridge sufficiency rating is 49 and its structural rating is 5. The bridge is very narrow, offering no shy distance to the rails. The bridge provides access to Glen Otto Community Park but does not provide adequate access for pedestrians or bicycles. The bridge opening is narrower than the creek cross section creating a pinch point in the channel. The bridge footings are subject to scour.

This Project will rehabilitate the existing bridge, and construct a separate pedestrian facility.

Project Cost Estimate		Project Financing		
Preliminary engineering & design	\$ 365,000	Agency Contribution	\$ 245,000	16%
Right-of-way purchase	\$ 60,000	OTIA	<u>\$1,488,284</u>	84%
Construction	<u>\$1,308,284</u>	Total	\$1,733,284	100%
Total	\$1,733,284			

SPECIAL CONDITIONS

The Oregon Transportation Commission approved Projects for funding under OTIA subject to certain conditions:

No Conditions of Approval are required on this Project.



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
Agenda Item #: C-3
Est. Start Time: 9:30 AM
Date Submitted: 12/08/04

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to BENJAMIN FABER**

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>N/A</u>
Department:	<u>Business and Community Services</u>	Division:	<u>Tax Title</u>
Contact(s):	<u>Gary Thomas</u>		
Phone:	<u>503-988-3590</u>	Ext.:	<u>22591</u>
		I/O Address:	<u>503/4/TT</u>
Presenter(s):	<u>Consent Calendar</u>		

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to BENJAMIN FABER.

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

The subject property is a triangular shaped strip approximately 0.6' wide at the base by 45.3' that came into Multnomah County ownership through the foreclosure of delinquent property tax liens on September 26, 1997. The strip is located between two properties located at 1630 SE 46th Ave and 1703 SE 47th Ave. We propose to enter into a private sale with the property owner of the house on SE 46th Ave.

The attached Exhibit A, a plat map shows the location of the property. The attached Exhibit B is an aerial photo that shows the location of the lot in relation to 1630 SE 46th Ave & 1703 SE 47th Ave.

Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 14 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

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

The Private Sale will allow for the recovery of the delinquent taxes, fees and expenses (see Exhibit C).

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

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

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

No citizen or government participation is anticipated.

Required Signatures

**Department/
Agency Director:**

Robert A Maestre

Date: 12/09/04

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BOGSTAD Deborah L

From: GRACE Becky J
Sent: Wednesday, December 08, 2004 11:55 AM
To: BOGSTAD Deborah L
Subject: FW: FABER PRIVATE SALE JAN 6 BOARD AGENDA

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

From: CREAN Christopher D
Sent: Tuesday, December 07, 2004 2:27 PM
To: GRACE Becky J
Subject: RE: FABER PRIVATE SALE JAN 6 BOARD AGENDA

Becky -

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

- Chris

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

From: GRACE Becky J
Sent: Tuesday, December 07, 2004 12:54 PM
To: CREAN Christopher D
Subject: FABER PRIVATE SALE JAN 6 BOARD AGENDA

Hi Chris,

Attached for your review and approval are the Board Agenda Documents for the Faber Private Sale.
Thanks,

Becky Grace
Tax Title, Multnomah County
501 SE Hawthorne, Suite 310
Portland, OR 97214
503.988.3590 x27145

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Private Sale of a Tax Foreclosed Property to BENJAMIN FABER.

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes.
- b. The property has an assessed value of \$100 on the County's current tax roll.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 14 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. BENJAMIN FABER has agreed to pay \$150, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$150, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to BENJAMIN FABER, the following described real property located in the City of Portland, Multnomah County, Oregon:

The following described portion of Lot 36, Block 7, HAWTHORNE AVENUE
ADDITION:

Beginning at a point 6/10th of one foot North of the southeast corner of Lot 36; thence southerly to said southeast corner; thence westerly 45.3 feet; thence east to the point of beginning.

ADOPTED this 6th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-001

Authorizing the Private Sale of a Tax Foreclosed Property to BENJAMIN FABER

The Multnomah County Board of Commissioners Finds:

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- b. The property has an assessed value of \$100 on the County's current tax roll.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 14 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. BENJAMIN FABER has agreed to pay \$150, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

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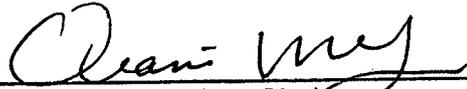
The following described portion of Lot 36, Block 7, HAWTHORNE AVENUE
ADDITION:

Beginning at a point 6/10th of one foot North of the southeast corner of Lot 36; thence southerly to said southeast corner; thence westerly 45.3 feet; thence east to the point of beginning.

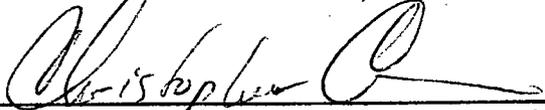
ADOPTED this 6th day of January, 2005.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements
shall be sent to the following address:
BENJAMIN FABER
1630 SE 46th AVE
PORTLAND OR 97215

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

Deed D051992

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

The following described portion of Lot 36, Block 7, HAWTHORNE AVENUE ADDITION:
Beginning at a point 6/10th of one foot North of the southeast corner of Lot 36; thence southerly to said southeast corner; thence westerly 45.3 feet; thence east to the point beginning.

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$150.

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

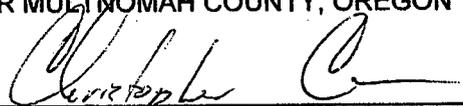
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 6th day of January 2005, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 6th day of January 2005, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
 Agenda Item #: C-4
 Est. Start Time: 9:30 AM
 Date Submitted: 12/13/04

BUDGET MODIFICATION: -

Agenda Title: Government Non-Expenditure Contract (190 Agreement) 0405022 with the City of Portland, Allowing the City and County to Jointly Provide Notice of Pending Plat Approval as Required by ORS 197.195

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>N/A</u>
Department:	<u>Business and Community Services</u>	Division:	<u>LUTP/County Surveyor</u>
Contact(s):	<u>Bob Hovden and Robert Maestre</u>		
Phone:	<u>503 988-5573</u>	Ext.:	<u>85573</u>
		I/O Address:	<u>455/1</u>
Presenter(s):	<u>Consent Calendar</u>		

General Information

1. What action are you requesting from the Board?

Approval of the proposed IGA between the County and the City of Portland

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

In July of this year the holding of an Oregon Court of Appeals decision: Hammer v Clackamas County became effective. The Court in Hammer found that the County Surveyor's review and approval of subdivision and partition plats required under ORS 92.100 were "limited land use decisions" under ORS Chapter 197 and subject to the provision of notice to interested parties. The County Surveyor is required to provide 14 day notice and a corresponding right to submit comments prior to the final effective date of the County Surveyor's decision to approve the proposed plat. The problem is the County Surveyor's review is coming at the tail end of the local planning authority's action with respect to the plat, which for all intents and purposes is substantially

completed.

The County Surveyor's notice prolongs the land use proceeding and leads to confusion and frustration to both the party proposing the subdivision and the parties entitle to notice.

Traditionally the County Surveyor's review was focused on technical measurement and drafting issues which are not the substance of the local planning authority's decision to approve the proposed plat. However, under the present statutory scheme the Court found that the Surveyor's authority is broader and includes review for compliance with applicable local planning ordinances. It is our understanding that the incoming legislature will seek to revise state law to address this issue in the new session, but both the County and the City are desirous of developing an interim fix until the effective date of the new legislation.

To remedy the problem, the County and City staff have worked together to develop a joint notice that would be issued by the City identifying the pending final plat approval of both governments and seek the comments be sent to the City. The City would then route any comments received to the appropriate party. The parties choose this solution because in reality the final plat review by both agencies usually overlapped such that the County Surveyor's review was in close proximity to the City's final plat approval. It is our opinion that this approach is consistent with the Hammer Court's holding regarding the County Surveyor's review, but will provide a better use of government resources and will be easier for the public to use and follow in this interim period prior to the legislative fix.

3. **Explain the fiscal impact (current year and ongoing).**
None
4. **Explain any legal and/or policy issues involved.**
See No. 2 above
5. **Explain any citizen and/or other government participation that has or will take place.**
See No. 2 above

Required Signatures

Department/
Agency Director: Robert A Maestre Date: 12/10/04

Budget Analyst: _____ Date: _____

Department HR: _____ Date: _____

Countywide HR: _____ Date: _____

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between the City of Portland ("City") and Multnomah County ("County"), pursuant to authority granted in ORS Chapter 190.

RECITALS:

1. A recent decision of the Oregon Court of Appeals, *Hammer v. Clackamas County*, 190 Or App 473, 79 P3d 394 (2003) *rev. den.* 337 Or. 34 (2004), held the review of a partition or subdivision plat by the County Surveyor under ORS 92.100 is a "limited land use decision" under ORS 197.195 and subject to the notice requirements under the latter statute.
2. In order to comply with the *Hammer* decision, the County Surveyor is issuing a 14-day notice as required under ORS 197.195 after the final plat is received from the City, even though the Surveyor's reviews of plats often begins much sooner. This notice is in addition to the final notice issued by the City.
3. The bifurcated notice by the City and County has lead to confusion and misunderstanding as well as uncertainty for the public with respect to the finality of the plat approval.
4. The City has proposed combining the final notice, which avoids further delay in the land use review process and is consistent with long standing coordinated plat review between the City and the County, and is also consistent with the requirements of existing law as interpreted under *Hammer*. A copy of the proposed combined final notice is attached identified as Exhibit 1, which is incorporated by this reference.
5. It is the understanding of parties to this IGA that the Oregon legislature is actively pursuing a legislative remedy to amend the applicable statutes so as to clearly establish the official action that is to be considered as a "limited land use decision."
6. Until such time that a legislative amendment is effective, the City and County have concluded that it serves the public interest to combine the County Surveyor's Decision Notice with the Final Plat Notice issued by the City pursuant to Portland City Code 33.660-33.664.

The parties agree as follows:

1. **TERM.**
The term of this agreement shall be from January 1, 2005 to December 31, 2009 unless sooner terminated as provided herein.
2. **RESPONSIBILITIES OF THE CITY OF PORTLAND.**
The City agrees to:
 - A. Promptly upon the City's receipt of any proposed final partition or subdivision plat submitted for City Planning review and approval, provide to the County

Surveyor's office by hard copy, electronic or by fax the proposed partition or subdivision plat.

- B. City will coordinate with County Surveyor to keep the County Surveyor apprised of any proposed changes to the Plat.
- C. Upon confirmation from the County Surveyor as provided under paragraph 3.C. herein, prepare and issue ORS 197.195 final notice in a format substantially in compliance with the attached Exhibit 1.
- D. Upon receipts of any comments in response to the final notice issued under paragraph 2.C. promptly review said comments to assess whether the comments should be forwarded to the County Surveyor for response and if applicable forward the comments to the County in a timely manner.
- E. At the end of the City's land use review promptly advise the County Surveyor of the final plat availability for the County Surveyor's signature.

3. RESPONSIBILITIES OF COUNTY.

The County agrees to:

- A. Promptly upon receipt of any proposed final partition or subdivision subject to City planning regulations under 2.A., provide confirmation of receipt to the City's planning office by email, fax or hard copy.
- B. Coordinate with the City's Bureau of Development Services, Land Use Services Division to keep the assigned City planner apprised of any proposed changes to the plat.
- C. Promptly advise the City in writing of any final plat approval by the County Surveyor under ORS 92.100.
- D. Promptly upon receipt from the City of comments under 2.D. evaluate whether response is necessary and issue response as appropriate.
- E. Copy the City any written response issued under Paragraph 3.D.

4. TERMINATION.

This agreement may be terminated by either party upon thirty (30) day's written notice.

5. INDEMNIFICATION.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 the City shall indemnify, defend and hold harmless County from and against all liability, loss

and costs arising out of or resulting from the acts of its officers, employees and agents in the performance of this agreement.

6. INSURANCE.

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. ADHERENCE TO LAW.

Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. NON-DISCRIMINATION.

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. ACCESS TO RECORDS.

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. SUBCONTRACTS AND ASSIGNMENT.

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. THIS IS THE ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. ADDITIONAL TERMS AND CONDITIONS:

- a. Each party shall be responsible for handling any appeals of its "Limited Land Use Decision" as defined herein.
- b. For purposes of this Agreement, the term "Limited Land Use Decision" shall be as defined at ORS 197.015 (12) and shall include County Surveyor's plat review under ORS 92.100.
- c. If any appeal is brought combining the Limited Land Use Decisions of both jurisdictions, the parties will attempt to coordinate the defense of the appeal, if possible and acceptable to both parties.
- d. Each party to assume responsibility for its own costs.
- e. The contact person for each party shall be as follows:

For County:

Robert Hovden
Multnomah County Surveyor
1600 SE 190th Ave.
Portland, OR 97233

PH: 503-988-5573
FAX: 503-988-3321
robert.a.hovden@multnomah.or.us

For City:

Eric Engstrom
Supervising Planner
Bureau of Development Services
1900 SW 4th Ave., Suite 5000,
Portland, OR 97201

PH: 503-823-0977
FAX: 503-823-5630
engstrom@ci.portland.or.us

FOR: MULTNOMAH COUNTY,
OREGON

By _____

Title _____

Reviewed:



AGNES SOWLE
COUNTY ATTORNEY
MULTNOMAH COUNTY

FOR: CITY OF PORTLAND,
OREGON

By _____

Title _____

Approved as to form:

KATHRYN BEAUMONT
DEPUTY CITY ATTORNEY
CITY OF PORTLAND



City of Portland
 Bureau of Development Services
 Land Use Services Division

1900 SW Fourth Ave., Suite 5000, Portland, Oregon 97201
 PH: 503-823-7300; FAX: 503-823-5630
 TDD: (503) 823-6868
www.bds.ci.portland.or.us



MULTNOMAH
 COUNTY

MULTNOMAH COUNTY OREGON
 LAND USE AND TRANSPORTATION PROGRAM
 COUNTY SURVEYOR'S OFFICE

1600 SE 190TH Avenue Portland, OR 97233
 PH: 503-988-3600 FAX: 503-988-3321
<http://www.co.multnomah.or.us/dbcs/LUT/survey>

NOTICE OF A FINAL PLAT SUBMITTAL

October 18, 2004

CASE FILE NUMBER: FP 01-007951

Proposal: The City of Portland granted tentative approval of a 2-lot partition located at 16011 NE HALSEY on March 10, 2004. The applicant has now requested approval of the plat survey approval for that partition.

For more information, contact:

Elizabeth Beeghly, Land Use Services
 503-823-0646; ebeeghly@ci.portland.or.us

The plat must be approved and signed by the City of Portland and Multnomah County in order to create the proposed new lots. You are invited to comment on this proposal, if you choose. The proposal, review process, and information on how to submit comments are described below. A copy of the original zone map, preliminary site plan, and copy of the plat is attached. The planner handling the case is identified above. Please call the assigned planner if you have any questions regarding this proposal. Please contact the applicant, identified below, if you have questions regarding any future development on this site.

We need to receive your written comments by 5 p.m. on November 18, 2004. Please mail or deliver your comments to the address above, and include the Case File Number, FP 01-007951, in your letter. It is also helpful if you address your letter to the assigned staff person, Elizabeth Beeghly.

Applicant: Jim Stotler
 510 Pine Street
 Portland, OR 97214
 Phone: 503-845-8956

Site Address: 16011 NE HALSEY
Legal Description: TL 10700 0.41 ACRES, SECTION 25 1 N 2 E
Tax Account No.: R942250910
State ID No.: 1N2E25DD 10700
Quarter Section: 1845
Neighborhood: Hazelwood, contact Arlene Kimura at 503-252-9429.
Business District: Gateway Area Business Assoc., contact Fred Sanchez at 503-256-3910.
District Coalition: East Portland Office, contact Richard Bixby at 503-823-4550.
Plan District: Gateway
Other Designations: None
Zoning: R3, medium-density multidwelling

Case Type: Final Plat
Procedure: Type 1, an administrative decision with public notice and appeal to the Oregon Land Use Board of Appeals (LUBA).

Approval Standards: As required by Oregon State Statutes (ORS 92.040), plats must be reviewed under the approval criteria in effect at the time that the original land division application was submitted.

- City of Portland Review: To be approved by the City of Portland, the plat must comply with the approval standards in Section 33.660.220 of Title 33, the Portland Zoning Code. These standards address conformance with the preliminary plan, conditions of preliminary approval, services, dedications, tracts, easements, surety, maintenance agreements and Conditions, Covenants and Restrictions.
- Multnomah County Review: To be approved by Multnomah County, the plat must comply with applicable provisions of ORS Chapter 92, ORS 209.250, and MCC §7.062.

Decision Making Process

The Bureau of Development Services coordinates City review of this proposal against the relevant City of Portland approval standards listed above. If the standards have been met, the plat will be approved by the City, and signed. If the standards are not met, the plat will not be approved. In this role, the Bureau of Development Services will consult with the City Engineer, and other City agencies to determine if the plat meets the applicable technical standards.

Before approving a plat, the County Surveyor will check the subdivision or partition plat, and will take such measurements and make such computations and other determinations as are necessary to determine that the plat complies with the applicable standards listed above. For subdivision plats, the County Surveyor will check that the appropriate survey monuments are in place. The County Surveyor will not approve the plat until the City of Portland has signed it.

If it is approved by the City of Portland and the County Surveyor, the applicant must also record the plat with the Multnomah County Recorder, before the proposed lots may be sold.

The City of Portland and Multnomah County will mail you a copy of the above-described decisions only if you comment in writing to us. Please direct all comments to the City of Portland Bureau of Development Services, 1900 SW Fourth Ave., Suite 4500, Portland, OR 97201. Please address your letter to the assigned staff person, Elizabeth Beeghly, and include the Case File Number, FP 01-007951, in your letter.

The neighborhood association listed on the first page of this notice may take a position on this application. They may also schedule an open meeting prior to making their recommendation to the Bureau of Development Services. Please contact the person listed as the neighborhood contact to determine the time and date of this meeting.

The file and all evidence on this case are available for your review by appointment.

- To schedule a time to review the City of Portland file, please contact the Bureau of Development Services, 1900 SW Fourth Ave., Suite 4500 (503-823-7702). Copies of information in the file can be obtained for a fee equal to the City's cost for providing those copies. The assigned Planner can also provide information over the phone or via email.
- To schedule a time to review the County Surveyor's file, please contact the County Surveyor's Office, 1600 SE 190th Ave., (503-988-3600).

You may also find additional information about the City of Portland and City Bureaus, as well as including a copy of the Portland Zoning Code, by visiting the City's homepage on the Internet at

www.ci.portland.or.us. Information about the Multnomah County Surveyor can be found on the Internet at www.co.multnomah.or.us/dbcs/LUT/land_use.

Appeal Process

After a decision for this review is made, if you disagree with the City of Portland's administrative decision, or the County Surveyor's decision, you can appeal either of those decisions to the Oregon Land Use Board of Appeals (LUBA) at 550 Capitol St. NE, Salem, OR 97310. The phone number for LUBA is (503) 373-1265. Issues which may provide the basis for an appeal to LUBA must be raised in writing before the deadline for comments, or you may not be able to raise that issue in an appeal. If you do not raise an issue with enough specificity to give the Bureau of Development Services and/or the County Surveyor an opportunity to respond to it, that also may preclude an appeal to LUBA on that issue.

The Bureau of Development Services is committed to providing equal access to information and hearings. If you need special accommodations, please call 503-823-7702 (TTY 503-823-6868).

Enclosures:

- Zoning Map
- Preliminary Site Plan
- Final Plat

Notice to Mortgagee, Lien Holder, Vendor, or Seller:

ORS Chapter 215 requires that if you receive this notice it must be promptly forwarded to the purchaser.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached Contract #: 0405022
 Amendment #: _____

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

Department: Business and Community Services Division: Land Use & Trans Program Date: 12/14/04
 Originator: Robert Hovden Phone: (503) 988-5573 Bldg/Rm: 455/Annex
 Contact: Cathy Kramer Phone: x22589 Bldg/Rm: 455/Annex
 Description of Contract: Intergovernmental Agreement between the City of Portland and Multnomah County which allows the agencies to jointly provide notice of pending plat approval as required by ORS 197.195. There is no cost involved with this Agreement.

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

Contractor	<u>City of Portland Bureau of Development Services</u>		Remittance address	_____
Address	<u>1900 SW Fourth Ave., Suite 5000</u>		(If different)	_____
City/State	<u>Portland OR</u>		Payment Schedule / Terms	_____
ZIP Code	<u>97201</u>		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	<u>(503) 823-0977 (Eric Engstrom) or (503) 832-7907</u>		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	<u>N/A</u>		<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	<u>1/1/2005</u> Term Date	<u>12/31/2007</u>	<input type="checkbox"/> Requirements Funding Info:	
Amendment Effect Date	New Term Date		Original Requirements Amount	\$ _____
Original Contract Amount	\$ _____	Total Amt of Previous Amendments	\$ _____	
Total Amt of Previous Amendments	\$ _____	Requirements Amount Amendment	\$ _____	
Amount of Amendment	\$ _____	Total Amount of Requirements	\$ _____	
Total Amount of Agreement	\$ <u>\$0</u>			

REQUIRED SIGNATURES:

Department Manager <u>Robert Maestre</u>	DATE <u>12-13-04</u>
Purchasing Manager _____	DATE _____
County Attorney <u>Matthew C. Jensen</u>	DATE <u>12/22/04</u>
County Chair <u>Craig May</u>	DATE <u>1.6.05</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: WBS: SURVSO

APPROVED - MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C4 DATE 01.06.05
 DEBORAH L. BOGSTAD, BOARD CLERK

INTERGOVERNMENTAL AGREEMENT

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RECITALS:

1. A recent decision of the Oregon Court of Appeals, *Hammer v. Clackamas County*, 190 Or App 473, 79 P3d 394 (2003) *rev. den.* 337 Or. 34 (2004), held the review of a partition or subdivision plat by the County Surveyor under ORS 92.100 is a "limited land use decision" under ORS 197.195 and subject to the notice requirements under the latter statute.
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Surveyor's office by hard copy, electronic or by fax the proposed partition or subdivision plat.

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- E. At the end of the City's land use review promptly advise the County Surveyor of the final plat availability for the County Surveyor's signature.

3. RESPONSIBILITIES OF COUNTY.

The County agrees to:

- A. Promptly upon receipt of any proposed final partition or subdivision subject to City planning regulations under 2.A., provide confirmation of receipt to the City's planning office by email, fax or hard copy.
- B. Coordinate with the City's Bureau of Development Services, Land Use Services Division to keep the assigned City planner apprised of any proposed changes to the plat.
- C. Promptly advise the City in writing of any final plat approval by the County Surveyor under ORS 92.100.
- D. Promptly upon receipt from the City of comments under 2.D. evaluate whether response is necessary and issue response as appropriate.
- E. Copy the City any written response issued under Paragraph 3.D.

4. TERMINATION.

This agreement may be terminated by either party upon thirty (30) day's written notice.

5. INDEMNIFICATION.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 the City shall

indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of its officers, employees and agents in the performance of this agreement.

6. INSURANCE.

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. ADHERENCE TO LAW.

Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. NON-DISCRIMINATION.

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. ACCESS TO RECORDS.

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. SUBCONTRACTS AND ASSIGNMENT.

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. THIS IS THE ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. ADDITIONAL TERMS AND CONDITIONS:

- a. Each party shall be responsible for handling any appeals of its "Limited Land Use Decision" as defined herein.
- b. For purposes of this Agreement, the term "Limited Land Use Decision" shall be as defined at ORS 197.015 (12) and shall include County Surveyor's plat review under ORS 92.100.
- c. If any appeal is brought combining the Limited Land Use Decisions of both jurisdictions, the parties will attempt to coordinate the defense of the appeal, if possible and acceptable to both parties.
- d. Each party to assume responsibility for its own costs.
- e. The contact person for each party shall be as follows:

For County:

Robert Hovden
Multnomah County Surveyor
1600 SE 190th Ave.
Portland, OR 97233

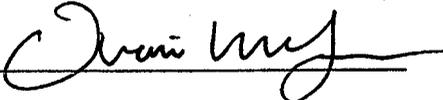
PH: 503-988-5573
FAX: 503-988-3321
robert.a.hovden@multnomah.or.us

For City:

Eric Engstrom
Supervising Planner
Bureau of Development Services
1900 SW 4th Ave., Suite 5000,
Portland, OR 97201

PH: 503-823-0977
FAX: 503-823-5630
engstrom@ci.portland.or.us

FOR: MULTNOMAH COUNTY,
OREGON

By 

Title Diane M. Linn, County Chair

FOR: CITY OF PORTLAND,
OREGON

By _____

Title _____

Reviewed:


MATTHEW O. RYAN
ASSISTANT COUNTY ATTORNEY
MULTNOMAH COUNTY

Approved as to form:

KATHRYN BEAUMONT
DEPUTY CITY ATTORNEY
CITY OF PORTLAND

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 01-06-05
DEBORAH L. BOGSTAD, BOARD CLERK



City of Portland
Bureau of Development Services
Land Use Services Division

1900 SW Fourth Ave., Suite 5000, Portland, Oregon 97201
PH: 503-823-7300; FAX: 503-823-5630
TDD: (503) 823-6868
<http://www.portlandonline.com/bds/>



MULTNOMAH
COUNTY

MULTNOMAH COUNTY OREGON
LAND USE AND TRANSPORTATION PROGRAM
COUNTY SURVEYOR'S OFFICE

1600 SE 190TH Avenue Portland, OR 97233
PH: 503-988-3600 FAX: 503-988-3321
<http://www.co.multnomah.or.us/dbcs/LUT/survey/>

NOTICE OF A FINAL PLAT SUBMITTAL

October 18, 2004

CASE FILE NUMBER: FP 01-007951

Proposal: The City of Portland granted tentative approval of a 2-lot partition located at 16011 NE HALSEY on March 10, 2004. The applicant has now requested approval of the plat survey for that partition.

For more information, contact:

Elizabeth Beeghly, Land Use Services
503-823-0646; ebeeghly@ci.portland.or.us

The plat must be approved and signed by the City of Portland and Multnomah County in order to create the proposed new lots. You are invited to comment on this proposal, if you choose. The proposal, review process, and information on how to submit comments are described below. A copy of the original zone map, preliminary site plan, and copy of the plat is attached. The planner handling the case is identified above. Please call the assigned planner if you have any questions regarding this proposal. Please contact the applicant, identified below, if you have questions regarding any future development on this site.

We need to receive your written comments by 5 p.m. on November 18, 2004. Please mail or deliver your comments to the City of Portland, Bureau of Development Services, at 1900 SW 4th Avenue, Suite 5000, Portland, OR 97201. Please include the Case File Number, FP 01-007951, in your letter. It is also helpful if you address your letter to the assigned staff person, Elizabeth Beeghly.

Applicant:

Jim Stotler
510 Pine Street
Portland, OR 97214
Phone: 503-845-8956

Site Address:

16011 NE HALSEY

Legal Description:

TL 10700 0.41 ACRES, SECTION 25 1 N 2 E

Tax Account No.:

R942250910

State ID No.:

1N2E25DD 10700

Quarter Section:

1845

Neighborhood:

Hazelwood, contact Arlene Kimura at 503-252-9429.

Business District:

Gateway Area Business Assoc., contact Fred Sanchez at 503-256-3910.

District Coalition:

East Portland Office, contact Richard Bixby at 503-823-4550.

Plan District:

Gateway

Other Designations: None

Zoning: R3, medium-density multidwelling
Case Type: Final Plat
Procedure: Type 1, an administrative decision with public notice and appeal to the Oregon Land Use Board of Appeals (LUBA).

Approval Standards: As required by Oregon State Statutes (ORS 92.040), plats must be reviewed under the approval criteria in effect at the time that the original land division application was submitted.

City of Portland: To be approved by the City of Portland, the plat must comply with the approval standards in Section 33.660.220 of Title 33, the Portland Zoning Code. These standards address conformance with the preliminary plan, conditions of preliminary approval, services, dedications, tracts, easements, surety, maintenance agreements and Conditions, Covenants and Restrictions.

Multnomah County: To be approved by Multnomah County, the plat must comply with applicable provisions of ORS Chapter 92, ORS 209.250, and MCC §7.062.

Decision Making Process

City of Portland: The Bureau of Development Services coordinates City review of this proposal against the relevant City of Portland approval standards listed above. If the standards have been met, the plat will be approved by the City, and signed. If the standards are not met, the plat will not be approved. In this role, the Bureau of Development Services will consult with the City Engineer, and other City agencies to determine if the plat meets the applicable technical standards.

Multnomah County: Before approving a plat, the County Surveyor will check the subdivision or partition plat, and will take such measurements and make such computations and other determinations as are necessary to determine that the plat complies with the applicable standards listed above. For subdivision plats, the County Surveyor will check that the appropriate survey monuments are in place. The County Surveyor will not approve the plat until the delegated representative of the City of Portland has signed it.

If it is approved by the City of Portland and the County Surveyor, the applicant must also record the plat with the Multnomah County Recorder, before the proposed lots may be sold.

The City of Portland and Multnomah County will mail you a copy of the plat decisions only if you comment in writing to us. Please direct all comments regarding either the City's review, or the County Surveyor's review to:

- **City of Portland Bureau of Development Services, 1900 SW Fourth Ave., Suite 4500, Portland, OR 97201.** Please address your letter to the assigned staff person, Elizabeth Beeghly, and include the Case File Number, FP 01-007951, in your letter.

The neighborhood association listed on the first page of this notice may take a position on this application. They may also schedule an open meeting prior to making their recommendation to the Bureau of Development Services. Please contact the person listed as the neighborhood contact to determine the time and date of this meeting.

The file and all evidence on this case are available for your review by appointment.

City of Portland: To schedule a time to review the City of Portland file, please contact the Bureau of Development Services, 1900 SW Fourth Ave., Suite 4500 (503-823-7702). Copies of information in the file can be obtained for a fee equal to the City's cost for providing those

copies. The assigned Planner can also provide information over the phone or via email. You may also find additional information about the City of Portland and City Bureaus, as well as including a copy of the Portland Zoning Code, by visiting the City's homepage on the Internet at: www.ci.portland.or.us.

Multnomah County: To schedule a time to review the County Surveyor's file, please contact the County Surveyor's Office, 1600 SE 190th Ave., (503-988-3600). Information about the Multnomah County Surveyor can be found on the Internet at: www.co.multnomah.or.us/dbcs/LUT/land_use.

Appeal Process

After a decision is made, if you disagree with the City of Portland's administrative decision, or the County Surveyor's decision, you can appeal either of those decisions to the Oregon Land Use Board of Appeals (LUBA) at 550 Capitol St. NE, Salem, OR 97310. The phone number for LUBA is (503) 373-1265. Issues which may provide the basis for an appeal to LUBA must be raised in writing before the deadline for comments, or you may not be able to raise that issue in an appeal. If you do not raise an issue with enough specificity to give the Bureau of Development Services and/or the County Surveyor an opportunity to respond to it, that also may preclude an appeal to LUBA on that issue.

The Bureau of Development Services is committed to providing equal access to information and hearings. If you need special accommodations, please call 503-823-7702 (TTY 503-823-6868).

Enclosures:

Zoning Map
Preliminary Site Plan
Final Plat

Notice to Mortgagee, Lien Holder, Vendor, or Seller:

ORS Chapter 215 requires that if you receive this notice it must be promptly forwarded to the purchaser.



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
Agenda Item #: C-5
Est. Start Time: 9:30 AM
Date Submitted: 12/16/04

Agenda Title: **Government Expenditure Contract (190 Agreement) 4600005229 with the Oregon Department of Transportation, for Right of Way Services Associated with the Widening of NE 223rd Avenue**

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

Date Requested: January 6, 2004 **Time Requested:** N/A
Department: Business and Community Services **Division:** Land Use/Transportation
Contact(s): Michael Phillips, P.E. or Patrick Hinds P.L.S.
Phone: 503-988-3712 **Ext.** 83712 **I/O Address:** 455/215
Presenter(s): Consent Calendar

General Information

1. What action are you requesting from the Board?

We are requesting that the Board approve the resolution authorizing the Land Use and Transportation Program to enter into an agreement with the Oregon Department of Transportation (ODOT) allowing ODOT to begin negotiations for the purchase of real property, associated with a widening of NE 223rd Avenue.

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

The widening of NE 223rd Avenue, County Road No. 873, requires the purchase of real property from five private property owners, including the Union Pacific Railroad. ODOT has agreed to provide acquisition services as required by the project.

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

The cost of services provided by ODOT is not expected to exceed \$335,000.00.

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

Property will be acquired in compliance with all applicable State and Federal Laws and regulations.

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

The Capital Improvement Project that this Intergovernmental Agreement is part of, has received the review and approval of regional and local planning departments. Right of way acquisition for this project was identified as priority No. 1 of Resolution No. 01-029 "Approving Multnomah County Projects for Priorities 2002 Metropolitan Improvement Program Update."

Public hearing for this project was held on March 22, 2001, during the Board of County Commissioners meeting.

Required Signatures

**Department/
Agency Director:**

Robert A Maestre

Date: 12/13/04

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

INTERGOVERNMENTAL AGREEMENT FOR RIGHT OF WAY SERVICES

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

RECITALS:

1. By the authority granted in ORS 190.110, 283.110, 366.770 and 366.775, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. That NE 223rd Avenue is a County Road, under the jurisdiction and control of Agency, and Agency may enter into an agreement for the acquisition of real property by ODOT, said real property to be used as part of right of way for road, street or construction of public improvement. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "project."

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

TERMS OF AGREEMENT:

1. Under such authority, Agency wishes to retain the services of ODOT to perform the project identified in Recital 2 and shown in Special Provisions Exhibit A, attached hereto and by this reference made a part hereof. Under no conditions shall Agency's obligations for said services exceed a maximum of \$335,000, including all property acquisition costs, relocation benefits to property owners, and authorized expenses, unless agreed upon by both parties.
2. The work shall begin on the date all required signatures are obtained and shall be completed no later than **July 30, 2006**, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the parties in carrying out this Agreement is set out in the Special Provisions Exhibit A, attached hereto and made a part of this Agreement.
4. Property acquisitions will be conducted in compliance with all applicable State and Federal laws and regulations including but not limited to: the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" as amended, ORS Chapter 35, the State of Oregon Right of Way Manual, and Federal Highway Administration Federal Aid Policy Guide.

ODOT OBLIGATIONS:

1. ODOT shall perform the work described for it in Special Provisions Exhibit A.
2. With the exception of work related to appraisals, ODOT shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. ODOT agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, ODOT expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

4. ODOT shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
5. ODOT, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
6. ODOT Right of Way contact person for this Agreement is David E. McEldowney (503) 731-4634.
7. In the event Agency under ORS 35.265 seeks a Court Order for Immediate Possession of any property, ODOT, if still holding the requisite just compensation amount at such time, shall within 72 hours of written notice from Agency's County Attorney's Office requesting same; issue a check payable to: "The State Court Administrator" for the just compensation amount and forward the check to Agency, c/o County Attorney's Office, 501 S.E. Hawthorne Blvd, Portland. Oregon 97214.

AGENCY OBLIGATIONS:

1. Agency shall perform the work described for it in Special Provisions Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the project up to its maximum.
3. Agency's Right of Way contact person for this Agreement is Patrick Hinds (503) 988-3712.

PAYMENT FOR SERVICES and EXPENDITURES:

1. In consideration for the services performed by ODOT, Agency agrees to pay or reimburse ODOT a maximum amount of \$335,000. Said maximum amount shall include reimbursement for all property acquisition costs, relocation benefits to property owners, and authorized expenses, including travel expenses. Travel expenses shall be reimbursed to ODOT in accordance with the current State Department of Administrative Services' rates. Any expenditures beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both parties.
2. FOR PROJECTS IN ODOT STIP (STATE TRANSPORTATION IMPROVEMENT PROGRAM): Agency agrees to reimburse salaries and payroll reserves of State employees working on project, direct costs, costs of rental equipment used, and per-diem expenditures.
3. FOR LOCAL STIP PROJECTS OR PROJECTS NOT IN ODOT STIP:
 - a. State shall upon execution of this Agreement, forward to Agency either: 1) a request to sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of the agency, or 2) a letter of request for an advance deposit. Agency shall make any advance deposit to the Department of Transportation's Financial Services Branch, in an amount equal to the estimate of costs to be incurred by State for the project. The preliminary estimate of costs is \$335,000. Additional deposits, if any, shall be made as needed upon request from State and as approved by Agency. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete project.
 - b. Agency agrees to pay or reimburse all salaries and payroll reserves of State employees working on project, direct costs, costs of rental equipment used, and per-diem expenditures, plus 10% surcharge on salary costs to cover administrative costs of Right of Way Section.

c. ODOT shall present invoices for 100% of actual costs incurred by ODOT on behalf of the project directly to Agency's right of way contact for review and approval. Such invoices shall be in a form identifying the project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred.

d. Upon completion of right of way acquisition and receipt from State of a final itemized statement, Agency shall pay an amount which, when added to said advance deposit, will equal 100% of the final total actual cost. Any portion of deposits made in excess of the final total costs of project shall be refunded to Agency.

GENERAL PROVISIONS:

1. This Agreement may be terminated by either party upon 30 days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If either party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within 10 days or such longer period as may be authorized.
 - c. If Agency fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.
 - d. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if Agency is prohibited from paying for such work from the planned funding source.
 - e. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
2. Agency acknowledges and agrees that ODOT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
3. If federal funds are involved in this Agreement, Agency, as a recipient of grant funds, pursuant to this Agreement with ODOT, shall assume sole liability for Agency's breach of the conditions of the grant, and shall, upon Agency's breach of grant conditions that requires ODOT to return funds to the federal agency, the grantor, hold harmless and indemnify ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this agreement.
4. This Agreement and attached exhibits constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

The Oregon Transportation Commission approved on March 18, 1999, Subdelegation Order No. 4 in which the Director and Executive Deputy Director/Chief Engineer grants authority to the Technical Services Manager to approve and execute all Department real property deeds, contracts, agreements, and other documents pertaining to real property transactions. The Technical Services Manager, by way of Letter of Authority dated January 28, 1999, under its item 6, authorizes the Right of Way Manager to approve and execute agreements with other governmental jurisdictions to employ Right of Way Section staff.

Multnomah County,
by and through its Elected Officials

STATE OF OREGON, by and through its
Department of Transportation

By _____
Diane Linn, Chair
Board of County Commissioners

By _____
Deolinda G. Jones
Right of Way Manager

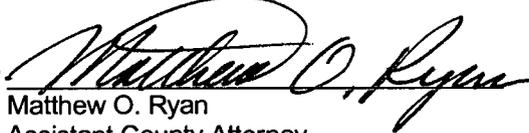
Date _____

Date _____

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Paul A. DePalma
Region 1 Tech Center Manager

By 
Matthew O. Ryan
Assistant County Attorney

Department of Justice approval as to legal sufficiency required when amount of funds paid to or from state agency >\$100,000. Amounts paid between State agencies is not subject to this requirement.

Date 12/16/04

APPROVED AS TO LEGAL
SUFFICIENCY (*req'd as noted above*)

By _____
Assistant Attorney General

Date _____

SPECIAL PROVISIONS EXHIBIT A

THINGS TO BE DONE BY STATE OR AGENCY

A. Preliminary Phase

1. ODOT will provide preliminary cost estimates.
2. ODOT will make preliminary contacts with property owners.
3. Agency will gather and provide data for environmental documents.
4. Agency will develop access and approach road list.
5. Agency will help provide field location and project data.

B. Acquisition Phase

1. General:
 - a. When doing the Acquisition work, ODOT will provide Agency with a status report of the project monthly.
 - b. Title to properties acquired shall be in the name of the Agency.
 - c. Prior to the initiation of acquisitions, Agency will adopt a resolution of intention and determination of necessity in accord with ORS 35.610, authorizing acquisition and condemnation.
 - d. Agency will be responsible for obtaining the Rail Crossing Order and the Construction and Maintenance Agreement.
2. Legal Descriptions:
 - a. Agency will provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
 - b. Agency will provide construction plans and cross-section information for the project.
 - c. Agency will write legal descriptions and prepare right of way maps.
 - d. Agency will specify the degree of title to be acquired (e.g., fee, easement).
3. Real Property and Title Insurance:
 - a. ODOT will provide preliminary title reports, if ODOT determines they are needed, before negotiations for acquisition commence.
 - b. ODOT will determine sufficiency of title (taking subject to).

- c. Agency will conduct Level 1 testing for presence of hazardous material.

Agency will conduct reasonable testing up to Level 2, if requested .

If contamination is found, a recommendation for remediation will be presented to Agency.

- d. Agency will be responsible for any necessary remediation.

4. Appraisal:

- a. ODOT will conduct the valuation process of properties to be acquired.
- b. ODOT will recommend just compensation, based upon a review of the valuation by qualified personnel.
- c. Property trades, construction obligations, and zoning or permit concessions are to be evaluated as part of the Just compensation offer.

5. Negotiations:

- a. ODOT will tender all monetary offers to land-owners in writing at the compensation shown in the appraisal review. Conveyances taken for more than the approved figure will be documented by an Administrative Justification for the increase in compensation. If ODOT performs this function, it will provide the Agency with all pertinent letters, negotiation records and obligations incurred during the acquisition process.
- b. Agency and ODOT shall jointly determine a date for certification of right of way. ODOT agrees to submit all recommendations for condemnation to the Agency by July 1st, 2005, if negotiations have not been successful on those properties. Possession of property rights are needed by September 1st, 2005.

6. Relocation:

- a. ODOT will perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the project.
- b. ODOT will make all relocation and moving payments for the project.
- c. Agency will perform the relocation appeal process.

C. Closing Phase

1. ODOT will submit and Agency shall approve all negotiated settlements by accepting the appropriate deeds and/or documentation and endorse obligations to grantors, if any, prior to closing.
2. ODOT will close all transactions. This includes drawing deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, recording appropriate documents and making all payments.
3. ODOT will record conveyance documents, only upon acceptance by appropriate agency.

D. Property Management

1. Agency will take possession of all the acquired properties.
2. Agency will dispose of all improvements and excess land.

E. Condemnation

- 1 Agency may offer mediation if parties have reached an impasse.
2. Agency will perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. Agency will perform all legal work related to the condemnation process.
4. Agency will perform all litigation work related to condemnation.
5. Agency will be responsible for obtaining any new appraisals, appraisal updates, cost estimates and any other reports associated with or related to the condemnation process.

The Oregon Transportation Commission approved on March 18, 1999, Subdelegation Order No. 4 in which the Director and Executive Deputy Director/Chief Engineer grants authority to the Technical Services Manager to approve and execute all Department real property deeds, contracts, agreements, and other documents pertaining to real property transactions. The Technical Services Manager, by way of Letter of Authority dated January 28, 1999, under its item 6, authorizes the Right of Way Manager to approve and execute agreements with other governmental jurisdictions to employ Right of Way Section staff.

Multnomah County,
by and through its Elected Officials

STATE OF OREGON, by and through its
Department of Transportation

By _____
Diane Linn, Chair
Board of County Commissioners

By _____
Deolinda G. Jones
Right of Way Manager

Date _____

Date _____

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Paul A. DePalma
Region 1 Tech Center Manager

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

Department of Justice approval as to legal sufficiency required when amount of funds paid to or from state agency >\$100,000. Amounts paid between State agencies is not subject to this requirement.

Date 12/22/04

APPROVED AS TO LEGAL
SUFFICIENCY (req'd as noted above)

By _____
Assistant Attorney General

Date _____

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MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached Contract #: 4600005229
 Amendment #: _____

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

Department: Business and Community Services Division: Land Use & Trans Program Date: 12/15/04
 Originator: Patrick Hinds Phone: (503) 988-3712 Bldg/Rm: 455/Annex
 Contact: Cathy Kramer Phone: x22589 Bldg/Rm: 455/Annex
 Description of Contract: Intergovernmental Agreement between Multnomah County and Oregon Dept. of Transportation (ODOT) to enable ODOT to acquire real property in connection with the improvement of NE 223rd Avenue, a County Road. ODOT Agreement No. 22,113.

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

Contractor	<u>Oregon Dept. of Transportation</u>		Remittance address	_____	
Address	<u>123 NW Flanders St.</u>		(If different)	_____	
City/State	<u>Portland OR</u>		Payment Schedule / Terms	_____	
ZIP Code	<u>97209-4037</u>		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	_____
Phone	<u>(503) 731-4634 (David McEldowney)</u>		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	_____
Employer ID# or SS#	<u>N/A</u>		<input checked="" type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	_____
Contract Effective Date	<u>01/06/05</u> Term Date	<u>7/30/06</u>	<input type="checkbox"/> Requirements Funding Info: _____		
Amendment Effect Date	<u>_____</u> New Term Date	<u>N/A</u>	Original Requirements Amount	\$	_____
Original Contract Amount	\$	_____	Total Amt of Previous Amendments	\$	_____
Total Amt of Previous Amendments	\$0	_____	Requirements Amount Amendment	\$	_____
Amount of Amendment	\$0	_____	Total Amount of Requirements	\$	_____
Total Amount of Agreement \$	\$330,000.00	_____			

REQUIRED SIGNATURES:

Department Manager <u>Robert Maestre</u>	DATE <u>12-15-04</u>
Purchasing Manager _____	DATE _____
County Attorney <u>Matthew C. Ryan</u>	DATE <u>12/14/04</u>
County Chair <u>Chris My</u>	DATE <u>1-6-05</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: ROADCEC0399R250

APPROVED: MULTNOMAH COUNTY BOARD OF COMMISSIONERS
 AGENDA # C-5 DATE 01-06-05
 DEBORAH L. BOGSTAD, BOARD CLERK



IGA Contract

Vendor Address
OREG ST OF DEPT OF TRANSPORTATION 123 NW FLANDERS PORTLAND OR 97209-4037

Information	
Contract Number	4600005229
Date	12/15/2004
Vendor No.	23683
Contact/Phone	BCS Transport'n / X26798
Validity Period:	01/06/2005 - 07/30/2006
Minority Indicator:	Not Identified

Estimated Target Value: 330,000.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>*** Validity period changed ***</p> <p>IGA w/ODOT for NE 223rd Ave R/W</p> <p>Plant: F030 Business & Community Service Requirements Tracking Number: 9999999999 <i>Intergovernmental Agreement with Oregon Dept. of Transportation (ODOT) for acquisition of real property to be used as Right of Way in connection with the improvement of NE 223rd Avenue, a County Road.</i> Effective dates: 1/6/05 - 7/6/06 Originator: Patrick Hinds - x83712 Admin Contact: Cathey Kramer - x22589 (WBS: ROADCEC0363R250)</p> <p>*** Description changed ***</p> <p>*** Text changed ***</p>	330,000.000	Dollars	\$ 1.0000

INTERGOVERNMENTAL AGREEMENT FOR RIGHT OF WAY SERVICES

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

RECITALS:

1. By the authority granted in ORS 190.110, 283.110, 366.770 and 366.775, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. That NE 223rd Avenue, Sandy Blvd. to Bridge Street, is a County Road, under the jurisdiction and control of Agency, and Agency may enter into an agreement for the acquisition of real property by ODOT, said real property to be used as part of right of way for road, street or construction of public improvement. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "project."

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

TERMS OF AGREEMENT:

1. Under such authority, Agency wishes to retain the services of ODOT to perform the project identified in Recital 2 and shown in Special Provisions Exhibit A, attached hereto and by this reference made a part hereof. Under no conditions shall Agency's obligations for said services exceed a maximum of \$335,000, including all property acquisition costs, relocation benefits to property owners, and authorized expenses, unless agreed upon by both parties.
2. The work shall begin on the date all required signatures are obtained and shall be completed no later than **July 30, 2006**, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the parties in carrying out this Agreement is set out in the Special Provisions Exhibit A, attached hereto and made a part of this Agreement.
4. Property acquisitions will be conducted in compliance with all applicable State and Federal laws and regulations including but not limited to: the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" as amended, ORS Chapter 35, the State of Oregon Right of Way Manual, and Federal Highway Administration Federal Aid Policy Guide.

ODOT OBLIGATIONS:

1. ODOT shall perform the work described for it in Special Provisions Exhibit A.
2. With the exception of work related to appraisals, ODOT shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. ODOT agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, ODOT expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

4. ODOT shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
5. ODOT, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
6. ODOT Right of Way contact person for this Agreement is David E. McEldowney (503) 731-4634.
7. In the event Agency under ORS 35.265 seeks a Court Order for Immediate Possession of any property, ODOT, if still holding the requisite just compensation amount at such time, shall within five (5) working days of written notice from Agency's County Attorney's Office requesting same; issue a check payable to: "The State Court Administrator" for the just compensation amount and forward the check to Agency, c/o County Attorney's Office, 501 S.E. Hawthorne Blvd, Portland, Oregon 97214.

AGENCY OBLIGATIONS:

1. Agency shall perform the work described for it in Special Provisions Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the project up to its maximum.
3. Agency's Right of Way contact person for this Agreement is Patrick Hinds (503) 988-3712.

PAYMENT FOR SERVICES and EXPENDITURES:

1. In consideration for the services performed by ODOT, Agency agrees to pay or reimburse ODOT a maximum amount of \$335,000. Said maximum amount shall include reimbursement for all property acquisition costs, relocation benefits to property owners, and authorized expenses, including travel expenses. Travel expenses shall be reimbursed to ODOT in accordance with the current State Department of Administrative Services' rates. Any expenditures beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both parties.
2. **FOR PROJECTS IN ODOT STIP (STATE TRANSPORTATION IMPROVEMENT PROGRAM):**
Agency agrees to reimburse salaries and payroll reserves of State employees working on project, direct costs, costs of rental equipment used, and per-diem expenditures.
3. **FOR LOCAL STIP PROJECTS OR PROJECTS NOT IN ODOT STIP:**
 - a. State shall upon execution of this Agreement, forward to Agency either: 1) a request to sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of the agency, or 2) a letter of request for an advance deposit. Agency shall make any advance deposit to the Department of Transportation's Financial Services Branch, in an amount equal to the estimate of costs to be incurred by State for the project. The preliminary estimate of costs is \$335,000. Additional deposits, if any, shall be made as needed upon request from State and as approved by Agency. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete project.
 - b. Agency agrees to pay or reimburse all salaries and payroll reserves of State employees working on project, direct costs, costs of rental equipment used, and per-diem expenditures, plus 10% surcharge on salary costs to cover administrative costs of Right of Way Section.
 - c. ODOT shall present invoices for 100% of actual costs incurred by ODOT on behalf of the project directly to Agency's right of way contact for review and approval. Such invoices shall be in a form

identifying the project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one month duration, based on actual expenses incurred.

d. Upon completion of right of way acquisition and receipt from State of a final itemized statement, Agency shall pay an amount which, when added to said advance deposit, will equal 100% of the final total actual cost. Any portion of deposits made in excess of the final total costs of project shall be refunded to Agency.

GENERAL PROVISIONS:

1. This Agreement may be terminated by either party upon 30 days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If either party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice fails to correct such failures within 10 days or such longer period as may be authorized.
 - c. If Agency fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the Agreement.
 - d. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if Agency is prohibited from paying for such work from the planned funding source.
 - e. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
2. Agency acknowledges and agrees that ODOT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
3. If federal funds are involved in this Agreement, Agency, as a recipient of grant funds, pursuant to this Agreement with ODOT, shall assume sole liability for Agency's breach of the conditions of the grant, and shall, upon Agency's breach of grant conditions that requires ODOT to return funds to the federal agency, the grantor, hold harmless and indemnify ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this agreement.
4. This Agreement and attached exhibits constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

The Oregon Transportation Commission approved on March 18, 1999, Subdelegation Order No. 4 in which the Director and Executive Deputy Director/Chief Engineer grants authority to the Technical Services Manager to approve and execute all Department real property deeds, contracts, agreements, and other documents pertaining to real property transactions. The Technical Services Manager, by way of Letter of Authority dated January 28, 1999, under its item 6, authorizes the Right of Way Manager to approve and execute agreements with other governmental jurisdictions to employ Right of Way Section staff.

Multnomah County,
by and through its Elected Officials

By 
Diane Linn, Chair
Board of County Commissioners

Date 1.6.05

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan
Assistant County Attorney

Date 1/4/05

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 01.06.05
DEBORAH L. BOGSTAD, BOARD CLERK

STATE OF OREGON, by and through its
Department of Transportation

By _____
Deolinda G. Jones
Right of Way Manager

Date _____

By _____
Paul A. DePalma
Region 1 Tech Center Manager

Date _____

Department of Justice approval as to legal sufficiency required when amount of funds paid to or from state agency >\$100,000. Amounts paid between State agencies is not subject to this requirement.

APPROVED AS TO LEGAL
SUFFICIENCY (req'd as noted above)

By _____
Assistant Attorney General

Date _____

SPECIAL PROVISIONS EXHIBIT A

THINGS TO BE DONE BY STATE OR AGENCY

A. Preliminary Phase

1. ODOT will provide preliminary cost estimates.
2. ODOT will make preliminary contacts with property owners.
3. Agency will gather and provide data for environmental documents.
4. Agency will develop access and approach road list.
5. Agency will help provide field location and project data.

B. Acquisition Phase

1. General:
 - a. When doing the Acquisition work, ODOT will provide Agency with a status report of the project monthly.
 - b. Title to properties acquired shall be in the name of the Agency.
 - c. Prior to the initiation of acquisitions, Agency will adopt a resolution of intention and determination of necessity in accord with ORS 35.610, authorizing acquisition and condemnation.
 - d. Agency will be responsible for obtaining the Rail Crossing Order and the Construction and Maintenance Agreement.
2. Legal Descriptions:
 - a. Agency will provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
 - b. Agency will provide construction plans and cross-section information for the project.
 - c. Agency will write legal descriptions and prepare right of way maps.
 - d. Agency will specify the degree of title to be acquired (e.g., fee, easement).
3. Real Property and Title Insurance:
 - a. ODOT will provide preliminary title reports, if ODOT determines they are needed, before negotiations for acquisition commence.
 - b. ODOT will determine sufficiency of title (taking subject to).

3. ODOT will record conveyance documents, only upon acceptance by appropriate agency.

D. Property Management

1. Agency will take possession of all the acquired properties.
2. Agency will dispose of all improvements and excess land.

E. Condemnation

- 1 Agency may offer mediation if parties have reached an impasse.
2. Agency will perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. Agency will perform all legal work related to the condemnation process.
4. Agency will perform all litigation work related to condemnation.
5. Agency will be responsible for obtaining any new appraisals, appraisal updates, cost estimates and any other reports associated with or related to the condemnation process.



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
Agenda Item #: C-6
Est. Start Time: 9:30 AM
Date Submitted: 12/20/04

BUDGET MODIFICATION: -

Agenda Title: **Amendment 1 to Non-Expenditure Contract (Non-190 Agreement) 0405055 with Portland Public School District SD #1, Changing the Scope of Services to be Provided through the School Based Health Centers**

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>N/A</u>
Department:	<u>Health Dept.</u>	Division:	<u>Director's Office</u>
Contact(s):	<u>Lillian M. Shirley</u>		
Phone:	<u>503-988-3674</u>	Ext.: <u>22686</u>	I/O Address: <u>160/8</u>
Presenter(s):	<u>Consent Calendar</u>		

General Information

1. What action are you requesting from the Board?

Approval of the revisions which have been agreed upon by all parties concern for dispensing of contraception at our middle school clinics.

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

Propose changes to increase effectiveness of the Pregnancy Prevention Program. The SBHC Program would like to dispense contraception at our middle school clinics. The Reasons are as follows:

- 1) Providing a full range of services to middle school youth supports a holistic approach to client care. It will be easier for the provider and nurse at middle school sites to be able to track the care and interventions for vulnerable sexually active middle school clients.
- 2) The ability to dispense contraception would remove barriers to sexually active middle school clients by ensuring access to a vital service. For clients who live in poverty, access to a contraception method should not be a health disparity issue.

3) Availability of contraception method at middle school clinics will increase the likelihood that sexually active middle school students will be responsible, and potentially decrease the transmission of sexually transmitted disease and HIV in this population.

4) On-site availability of a full range of reproductive health services will decrease barriers to parents/guardians being involved in their children's healthcare.

The Sexual Behavior of Young Adolescents @ 2003 from the National Campaign to Prevent Teen Pregnancy. Among other key points, this report summary states:

1) Nearly one in five adolescents has been sex before his/her 15th birthday.

2) Approximately one in seven sexually experienced 14-year-old girls reports having been pregnant.

3) While the proportion of unmarried teen girls age 15-19 who have had sexual intercourse decreased between 1988 and 1995, the proportion of unmarried teen girls who have had sexual intercourse at 14 and younger increased appreciably during the same time period (Terry & Manlove, 200).

The SBHC Program has many years of experience in the provision of age-appropriate reproductive health services. This includes parent/guardian contact, excellent client care within a public healthcare structure, and school community and school health services relationships with Multnomah Education Service District (MESD). We will include further discussions with SBHC middle school principals and with MESD health care professionals before implementing this change.

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

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

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

Required Signatures

**Department/
Agency Director:**



Date: 12/20/04

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached Contract #: 0405055
 Amendment #: 1

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

Department: Health Division: Director's Office Date: 12/15/04
 Originator: Lillian Shirley Phone: _____ Bldg/Rm: 160/8
 Contact: G. Jean Thomas Phone: 27158 Bldg/Rm: 106/14

Description of Contract: The purpose of this Amendment is to change the scope of services to be provided to the School District through the Health Department School Based Health Centers.

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

Contractor	<u>Portland Public School District SD #1</u>			Remittance address	_____
Address	<u>501 N. Dixon</u>			(if different)	_____
City/State	<u>Portland, Oregon</u>			Payment Schedule / Terms	_____
ZIP Code	<u>97221</u>			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	<u>503-9163570</u>			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	_____			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	<u>2/13/92</u>	Term Date	<u>Perpetual</u>	<input type="checkbox"/> Requirements Funding Info: _____	
Amendment Effect Date	<u>12/1/04</u>	New Term	<u>Perpetual</u>	Original Requirements Amount	\$ _____
Original Contract Amount	\$0			Total Amt of Previous Amendments	\$ _____
Total Amt of Previous Amendments	\$0			Requirements Amount Amendment	\$ _____
Amount of Amendment	\$0			Total Amount of Requirements	\$ _____
Total Amount of Agreement	\$0				

REQUIRED SIGNATURES:

Department Manager <u>Lillian Shirley / ay</u>	DATE <u>12-15-04</u>
Purchasing Manager _____	DATE _____
County Attorney <u>Approved by JAW</u>	DATE <u>12-15-04</u>
County Chair _____	DATE _____
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS:

THOMAS GJean

From: WEBER Jacquie A
Sent: Wednesday, December 15, 2004 9:39 AM
To: THOMAS GJean
Subject: RE: Agreement with SD No. 1 and MCHD for SBHCs

Thank you. The contract amendment may be circulated for signature.

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

From: THOMAS GJean
Sent: Tuesday, December 14, 2004 1:22 PM
To: WEBER Jacquie A
Subject: Agreement with SD No. 1 and MCHD for SBHCs

Hi Jacquie;

Darren requested I put this together.

*I have attached the amendment to this contract;
can it be routed for signatures? Thanks*



Happy Holiday Seasons

*G. Jean Thomas
Contract Specialist
Mult. County Dept. of Business &
Community Services
Contracts Unit
1120 SW 5th Ave, 14th Floor
Portland, Oregon 97204
Phone: (503)-988-3056 ext 27158
Fax: (503) 988-4098
Email: gjean.thomas@co.multnomah.or.us*

MULTNOMAH COUNTY SERVICES CONTRACT AMENDMENT #1
(Amendment to Change Contract Provisions During Contract Term)

CONTRACT NO. 0405055

This is amendment #1 to Multnomah County Contract referenced above effective July 1, 1987 between Multnomah County, Oregon, hereinafter referred to as COUNTY, and School District No. 1, Multnomah County, Oregon (SD#1) hereinafter referred to as CONTRACTOR.

The parties agree:

1. The following changes are made to Contract No. 0405055:
(Old Language is strikethrough and new language in *italic*)

A. Page 1, Paragraph 3; shall read as follows:

3. Services Rendered. Services to be rendered at the SBHC shall be those deemed appropriate by COUNTY. ~~with the limitation that services shall not be expanded beyond those listed in Exhibit A without SD#1 concurrence.~~ It is specifically agreed that COUNTY will require written parental consent prior to providing services at the SBHC where required by law. The SBHC shall not serve persons other than enrolled students, unless approved by the building principal.

B. Page 2, Paragraph 7; shall read as follows:

7. Health Services. The scope of health services to be provided by the SBHC are those set forth on Exhibit A. Health services performed by physicians, registered nurses, and licensed practical nurses and nurse practitioners shall be supervised and coordinated by COUNTY. COUNTY assumes legal liability for all its agents, officers and employees.

It is specifically agreed that family planning services will be part of the comprehensive health services offered by the SBHC in middle and high schools. ~~Contraceptives will not be available on-site at middle or elementary schools.~~

2. All other terms and conditions of the contract shall remain the same.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 501 N. Dixon Street Portland, Oregon 97227

Federal Tax ID# or Social Security: _____

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-Non-profit
 Other [describe here: _____]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract Amendment. I understand the Contract Amendment and agree to be bound by its terms.

Signature

Title

Name (please print)

Date

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

County Chair or Designee**

Date

** Department Director signs here for Class 1 Contracts (unless retroactive). For all other contracts, Chair or Chair's designee signs here.

Department and County Attorney Approval and Review

Approved: Lillian Shupby /cy
Department Manager or Designee

12-16-04
Date

Reviewed: APPROVED BY J.A.W.
Assistant County Attorney

12/15/04
Date



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
 Agenda Item #: C-7
 Est. Start Time: 9:30 AM
 Date Submitted: 12/16/04

BUDGET MODIFICATION: -

Agenda Title: Renewal of Government Expenditure Contract (190 Agreement) 4600004843 with City of Portland Parks and Recreation, to Purchase Vocational and Employment Services for Persons with Developmental Disabilities

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>N/A</u>
Department:	<u>Dept. of County Human Services</u>	Division:	<u>Developmental Disabilities</u>
Contact(s):	<u>Patrice Botsford</u>		
Phone:	<u>(503) 988-3658</u>	Ext.:	<u>26360</u>
		I/O Address:	<u>166/4</u>
Presenter(s):	<u>Consent Calendar</u>		

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends Board approval of the FY04-05 renewal contract with the City of Portland Parks and Recreation.

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

This renewal IGA will permit City of Portland Parks and Recreation to provide basic vocational and employment services to DDS clients. This renewal contract is retroactive due to the volume of renewals required for FY04/05.

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

The value of this expenditure agreement is dependent upon the actual need for services and is estimated to be \$135,609.84 in requirements funding. These funds are included in the Department budget.

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

N/A

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

N/A

Required Signatures

**Department/
Agency Director:**



Date: 12/15/04

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____



IGA Contract

Vendor Address

PORTLAND CITY OF PARKS & REC
ATTN NANCY MCKINNON/GRANTS
106/1250 ATTN NANCY MCKINNON

Information

Contract Number 4600004843
Date 06/01/2004
Vendor No. 24906
Contact/Phone CHS DD Services /
Validity Period: 07/01/2004 - 06/30/2005
Minority Indicator: Not Identified

Estimated Target Value: 135,609.84 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	H30000014 Employ & Alt Service - Dev Disabled(USD) Plant: F010 Community & Family Services Requirements Tracking Number: IGA <i>Monthly Allotment/Requirements</i> <i>Per Client Rate Schedule</i>	135,609.840	Dollars	\$ 1.0000

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: **4600004843**

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

Amendment #: **0**

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

Department: County Human Services Division: Developmental Disabilities Date: December 10, 2004
 Originator: Gloria Wang Phone: 22843 Bldg/Rm: 166/4
 Contact: Alicia Boris Phone: 29807 Bldg/Rm: 166/4

Description of Contract **This contract purchases vocational and employment services for persons with developmental disabilities.**

RENEWAL: PREVIOUS CONTRACT #(S): 4600004232
 RFP/BID: IGA RFP/BID-DATE: _____
 EXEMPTION # _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____ ORS/IAR #: _____
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor City of Portland Parks and Recreation		Remittance Address _____	
Address ATTN Nancy McKinnon/Grants		(If different) _____	
City/State Bldg 106/1250 ATTN Nancy McKinnon		Payment Schedule / Terms	
Zip Code _____		<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt	
Phone 503.916.2912		<input type="checkbox"/> Monthly \$ Allotment <input type="checkbox"/> Net 30	
Employer ID# or SS# 93-6002236		<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other	
Contract Effective Date July 1, 2004	Term Date June 30, 2005	<input checked="" type="checkbox"/> Requirements Funding Info:	
Amendment Effect Date _____	New Term Date _____	Original Requirements Amount	\$ 135,609.84
Original Contract Amount \$ 0 + Requirements		Total Amt of Previous Amendments	\$ 0
Total Amt of Previous Amendments \$ 0		Requirements Amount Amendment:	\$ 0
Amount of Amendment \$ 0		Total Amount of Requirements	\$ 135,609.84
Total Amount of Agreement \$ 0 + Requirements			

REQUIRED SIGNATURES

Department Manager _____ DATE 12/15/04
 Purchasing Manager _____ DATE _____
 County Attorney Patrick W. Henry DATE 12/20/04
 County Chair _____ DATE 1.6.05
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

COMMENTS: SAP Vendor Code: 24906 **APPROVED : MULTNOMAH COUNTY BOARD OF COMMISSIONERS**

Exhibit A, Rev. 03/07/03

AGENDA # C-7 DATE 01.06.05

DEBORAH L. BOGSTAD, BOARD CLERK

BORIS Alicia C

From: HENRY Patrick W
Sent: Tuesday, November 23, 2004 3:21 PM
To: BORIS Alicia C
Cc: WANG Gloria E
Subject: RE: City of Portland Intergovernmental Agreement for your review - Please

Using Attachments A and B would be fine. Update the body of the IGA to include them in the contract and to incorporate them by reference.

If the TriMet agreement is for state DD services, then you should include Attachment A and B in that as well.

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

From: BORIS Alicia C
Sent: Tuesday, November 23, 2004 2:49 PM
To: HENRY Patrick W
Cc: WANG Gloria E
Subject: RE: City of Portland Intergovernmental Agreement for your review - Please

Well now that you mention it, no. I think using the IGA format we lost all of the requirements that usually come through in DD's Attachment A & Attachment B. Do you think it would be OK to use A and B as attachments to this City of Portland IGA and also for Oregon Commission for the Blind? That is where all the terms you are concerned about are. If you would prefer, I could incorporate the contents into the body of the agreement. If I do use these attachments here, I would like to suggest that we go back and amend it into the TriMet agreement that has already gone before the Board and is out to provider for signature. What do you think? Let me know...Alicia x29807

<< File: ATTACHMENT A&B.doc >>

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

From: HENRY Patrick W
Sent: Monday, November 22, 2004 2:33 PM
To: BORIS Alicia C
Subject: FW: City of Portland Intergovernmental Agreement for your review - Please

Alicia,

I remember what you guys are doing with Exhibit E. Forget my question below. As long as you have reviewed the CFAC to ensure all the required terms are in this agreement, I approve this contract for circulation for signature.

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

From: HENRY Patrick W
Sent: Monday, November 22, 2004 1:56 PM
To: BORIS Alicia C
Subject: RE: City of Portland Intergovernmental Agreement for your review - Please

This contract refers to Exhibit E but there is no Exhibit E attached. Is that an attachment to this contract? If so, does Exhibit E contain the terms required by the state to be in our subcontracts?

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

From: BORIS Alicia C
Sent: Wednesday, November 17, 2004 8:32 AM
To: HENRY Patrick W
Subject: City of Portland Intergovernmental Agreement for your review - Please

Hi Patrick

Could you please review this intergovernmental agreement for the City of Portland - Parks and Recreation Department and let me know if it has your approval to move into the signature process?
Thanks!

<< File: City of Portland Parks and Recreation IGA DD CON.doc >>

Alicia x29807

INTERGOVERNMENTAL AGREEMENT
Multnomah County Contract Number 4600004843

This is an Agreement between City of Portland Parks and Recreation (CONTRACTOR) and Multnomah County (COUNTY), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to purchase Employment/Vocational services for people with developmental disabilities. The parties agree as follows:

1. TERM

The term of this agreement shall be from July 1, 2004 to June 30, 2005.

2. RESPONSIBILITIES OF CONTRACTOR.

The CONTRACTOR agrees to provide Vocational/Employment services to people with developmental disabilities in accordance with COUNTY and State requirements for DD54 Employment/Vocational services as specified in Paragraph 12 below.

3. RESPONSIBILITIES OF COUNTY.

The COUNTY agrees to compensate CONTRACTOR up to a requirements funding estimate of \$135,609.84 for Employment/Vocational services as specified below in 12. Additional Terms and Conditions.

4. TERMINATION

This agreement may be terminated by either party upon thirty (30) days written notice.

5. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CONTRACTOR from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CONTRACTOR shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CONTRACTOR, its officers, employees and agents in the performance of this agreement.

6. INSURANCE

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. ADHERENCE TO LAW

Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. NON-DISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. THIS IS THE ENTIRE AGREEMENT

This document along with Attachment A - Compliance With State General Requirements and Attachment B - Certificate Regarding Compliance with Specific State and Federal Requirements, which are incorporated by this reference, constitute the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. ADDITIONAL TERMS AND CONDITIONS:

References in this contract listed in parenthesis (i.e. [Exhibit E 3]) refer to the authorizing language in the 2003-2005 County Financial Assistance Contract (CFAC) between the State of Oregon (State) and Multnomah County. The CFAC is available for reference at the COUNTY internet website: <http://www.co.multnomah.or.us/dchs/cfac.pdf>.

If a dispute arises between COUNTY and CONTRACTOR relating to a claim that this contract contains terms or conditions that are not substantially similar to those established by the State's Department of Human Services Division, the dispute will be resolved according to procedures contained in OAR 309-014-0020(4)(b).

A. Service Description.

CONTRACTOR will provide Employment and Community Inclusion Services under Service Element DD 54. Employment and Community Inclusion Services under Service Element DD 54 are out-of-home employment or community training services and related supports, delivered to individuals aged 18 or older with developmental disabilities, to improve the individuals' productivity, independence and integration in the community.

B. Performance Requirements.

- 1) CONTRACTOR must comply with OAR 411-345-0010 through 411-345-0300; as such rules may be amended from time to time.
- 2) All individuals receiving DD 54 Services funded through this Contract must be eligible for developmental disability services, with eligibility determined in accordance with OAR 411-320-0080, as such rule may be revised from time to time.
- 3) CONTRACTOR may not expend any funds received through this Contract to cover any of the following costs arising from or related to the work of individuals receiving DD 54 Services funded through this Contract or the goods or services produced thereby: (a) the wages of individuals receiving DD 54 Services funded through this Contract; (b) other indirect labor costs; (c) supply, equipment or marketing costs; or (d) other production costs.

- 4) "Non-Comprehensive DD 54 Services" refers to DD 54 Services delivered with funds provided under this Contract to an individual whose total cost of DD services delivered with funds provided under this Contract, excluding Case Management (DD 48) and Transportation (DD 53) Services, is \$20,000.00 or less in any consecutive 12-month period. CONTRACTOR and COUNTY and Department acknowledge and agree that Non-Comprehensive DD 54 Services meet the definition of "Support Services for Adults with Developmental Disabilities" in OAR 411-340-0010 through 411-340-0180, as such rules may be revised from time to time, and that individuals receiving Non-Comprehensive DD 54 Services with funds provided under this Contract may be transferred, during the term of this Contract, to Support Services for Adults with Developmental Disabilities provided under separate contracts between the State and providers of Brokerage Services, as defined in OAR 411-340-0010 through 411-340-0180, as such rules may be revised from time to time. In anticipation of this change, CONTRACTOR may only receive DD 54 funding for an individual under this Contract if:
- a) The individual was receiving Non-Comprehensive DD 54 Services funded by the State on June 30, 2003; or
 - b) CONTRACTOR receives prior written approval from State's Senior and People with Disabilities (SPD) Community & Family Supports Section for the individual to receive Non-Comprehensive DD 54 Services with funds provided under this Contract beginning on or after July 1, 2003.

C. Special Reporting Requirements.

- 1) Attendance Records, and Reporting Absences and Termination of Services. CONTRACTOR will maintain daily attendance records for all individuals receiving DD 54 Services funded through this Contract, and make such records available to COUNTY upon request. For purposes of DD 54 Services, an individual will be considered in attendance only when one of the following conditions are met:
 - a) The CONTRACTOR is actively involved in initial planning and assessment activities, including development of the individual's "Individual Support Plan" ("ISP") as defined in OAR 411-320-0120, as such rules may be revised from time to time, prior to implementation of the ISP. Such planning activity performed on behalf of the individual will be noted on the attendance sheet. The maximum period of time for which this activity may be defined as "attendance" is 15 consecutive days, beginning with the date the individual is first enrolled in CONTRACTOR's services; or
 - b) The individual is at the CONTRACTOR's site, or at the individual's work site, for the days and hours specified in the individual's ISP; or
 - c) The individual is absent for not more than 30 consecutive days as a result of approved sick leave, approved vacation, or incarceration and it has not been determined that the individual will not be returning to CONTRACTOR's services; or

- d) The individual is absent for not more than 90 consecutive days as a result of being on convalescent leave or leave under the Family and Medical Leave Act, admittance to either a psychiatric hospital or the State's Crisis Unit at the Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the CONTRACTOR's services; or
 - e) The CONTRACTOR is actively involved in job development activity for the individual while that individual is temporarily unemployed, and that job development activity has been reviewed and approved by the ISP Team, as defined in OAR 411-320-0120, as such rules may be revised from time to time. Job development performed on behalf of the individual will be noted on the attendance sheet. The maximum amount of time that a temporarily unemployed individual may be reported as in attendance, while job development services are being provided, is 90 consecutive calendar days, unless the ISP Team approves continued job development for up to an additional 45 day period.
- 2) CONTRACTOR must notify COUNTY when an individual enrolled in DD 54 Services in CPMS is anticipated to be absent as a result of leave under the Family and Medical Leave Act, incarceration, or admittance to either a psychiatric hospital or State's Crisis Unit at the Eastern Oregon Training Center. Notification required in this section must be provided using forms and procedures designated by COUNTY.
 - 3) An individual enrolled in DD 54 Services must be reported as terminated from CONTRACTOR's DD 54 Services, when the individual is not in attendance as defined in this Service Description. The CPMS termination date must be listed as the individual's last day of attendance in that CONTRACTOR's services.
 - 4) Employment Outcomes Systems (EOS).
CONTRACTOR will submit reports, as part of the State's Employment Outcomes System (EOS), that include data that measure individual and program outcomes. Reports must be completed semi-annually, following instructions provided by COUNTY.
 - 5) Direct Care Staff Wages and Turnover.
CONTRACTOR must report staff wages and turnover data using forms and procedures designated by State. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as State reasonably requests. Data must be compiled separately for each month.
 - 6) CONTRACTOR will prepare and furnish the following information to COUNTY when a Service is delivered:
 - a) Client, Service and financial information as specified in the Service Description.
 - b) All additional information and reports that COUNTY reasonably requests.
[Exhibit E 11]

D. Payment Terms and Procedures.

- 1) The maximum payment for Service Element DD 54 Services is dependent on the number of clients and the rate per client designated on the Developmental Disability Rate Schedule. DD 54 funding under this contract is estimated to be \$135,609.84 and will be unilaterally adjusted by COUNTY as necessary to meet service level requirements.

- 2) Basis of payment.
 COUNTY payment for DD 54 Services delivered under this Contract will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule, as such schedule may be amended from time to time, for DD 54 Services. Services will only be considered delivered to individuals "in attendance" as described in this contract subject to the following:
 - a) If a unit of DD 54 service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.

 - b) COUNTY is not obligated to pay for any DD 54 Services that are not properly reported, as permitted by State General Requirements described in Attachment A, Section 12.a., by August 12, 2005.

- 3) Disbursement of funds.
 Unless a different disbursement method is specified elsewhere in this Contract, COUNTY will disburse the funds awarded for DD 54 Services to CONTRACTOR in substantially equal monthly allotments during the term of this Contract, subject to the following:
 - a) COUNTY may, at its discretion, reduce the monthly allotments based on under expenditures identified by the State through CPMS or other reports to the State for which the State reduces corresponding COUNTY funds, if the cause of the discrepancy is the result of the CONTRACTOR's failure to report required data on client status to COUNTY.

 - b) COUNTY may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 54 Services.

 - c) COUNTY may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 54 Services in this Contract as a result of changes in client status as reflected on the Developmental Disabilities Rate Schedule.

 - d) Exceptions to pay for vacancies.
 In exceptional circumstances, the COUNTY may agree to pay for delivery of DD 54 Service capacity that is not utilized, as opposed to the normal DD 54 Services payment methodology that provides only for payment for DD 54 Services actually delivered. Exceptional circumstances include: (i) when COUNTY agrees to pay for unutilized DD 54 Service capacity in order to ensure the availability of DD 54 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by CONTRACTOR as a result of an unusually high rate of unutilized

service capacity in CONTRACTOR's service system, through no fault of CONTRACTOR.

e) Contract Settlement.

Contract settlement will reconcile any discrepancies that may have occurred during the term of this Contract between actual COUNTY disbursements of funds awarded for DD 54 Services provided hereunder Financial Assistance Award amounts due for such Services based on actual expenditures incurred by CONTRACTOR in delivering those DD 54 Services during the term of this Contract, as such expenses are properly reported to the COUNTY by reporting methods required or permitted by this Service Description or applicable Special Terms and Conditions of the CFAC.

E. Compensation:

- 1) The maximum payment under this contract is limited by individual client rates as approved by the State and set forth in the Development Disabilities Rate Schedule maintained by COUNTY in accordance with the CFAC and any subsequent amendments to that contract. In the event of a discrepancy between the rates set forth in the Developmental Disabilities Rate Schedule and those rates approved by the State the State's rate will prevail. CONTRACTOR will not be compensated beyond the amount disbursed to COUNTY by the State for services provided by CONTRACTOR. COUNTY will, at its discretion, adjust the maximum allocation as needed to reflect changes in funds awarded to COUNTY by the State.
- 2) COUNTY will pay CONTRACTOR an estimated monthly allotment for all Services provided under this Contract with the exception of Service Element DD 57, which will be paid as determined in the DD 57 Project Instructions. COUNTY allotments for all Services other than DD 57 provided under this Contract will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule, and will be based upon the sum of individual rates of Clients in service at any given time, as such schedule may be amended from time to time, for Services delivered under this Contract during the period specified in the Developmental Disabilities Rate Schedule, subject to the conditions of the Service Element defined in this Contract.
- 3) Chargeable Expenditures.
CONTRACTOR may charge expenditures under this Contract only if they are:
 - a) In payment for services performed under this Contract;
 - b) Not in excess of the amount reasonable and necessary to provide quality delivery of that service. [Exhibit E 3]

F. Disbursement of Funds.

1) Conditions Precedent to Disbursement.

COUNTY'S obligation to disburse financial assistance to CONTRACTOR under this Contract is subject to satisfaction, with respect to each disbursement, that the CONTRACTOR is in compliance with:

ORS 279.312 Conditions of public contracts concerning payment of laborers and suppliers of materials, contributions to Industrial Accident Fund, liens, withholding taxes and employee drug testing.

ORS 279.314 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.

ORS 279.316 Condition concerning hours of labor.

ORS 279.320 Condition concerning payment for medical care and providing workers' compensation. [Exhibit E 1]

2) Disbursement Generally.

Disbursement Generally. Subject to the conditions precedent set forth below, COUNTY shall disburse the requirements funding estimates described in this Contract to CONTRACTOR in accordance with the procedures set forth in the Service Descriptions contained in the State 2003-2005 County Financial Assistance Contract with Multnomah County. Disbursement procedures may vary by Service. As set forth in the Service Description for a particular Service, County may disburse to CONTRACTOR a requirements funding estimate for a Service in advance of actual delivery of the Service, subject to COUNTY at Contract Settlement of any excess disbursement. The mere disbursement of requirements funding estimates to CONTRACTOR in accordance with the disbursement procedures described in the Service Descriptions does not vest in CONTRACTOR any right to retain those funds. Disbursements are considered an advance of funds to CONTRACTOR which CONTRACTOR may retain: (1) only to the extent the funds are expended in accordance with the terms and conditions of this Contract, (2) only in accordance with the basis of payment methodology set forth in the Service Description for a particular Service for which the funds are allocated and (3) subject to the other restrictions and limitations set forth in this Contract. CONTRACTOR'S right to retain the disbursed funds will be determined, at the latest, as part of Contract Settlement in accordance with the basis of payment methodologies set forth in the Service Descriptions. [Exhibit E(1)]

MULTNOMAH COUNTY, OREGON

City of Portland Parks and Recreation

By [Signature] 12/15/04
Patricia K. Pate, Director Date
Department of County Human Services

By _____
Signature Date

By [Signature] 1.6.05
Diane M. Linn Date
Multnomah County Chair

Name/Title(Please Print)

Reviewed:
[Signature]
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

Revised 05/04 AGENDA # C-7 DATE 01.06.05

ATTACHMENT A: COMPLIANCE WITH STATE GENERAL REQUIREMENTS

The following are State requirements for compliance with the State Department of Human Services (STATE) 2003-2005 County Financial Assistance Contract (CFAC).

1. Compliance with County Financial Assistance Contract

CONTRACTOR will comply with all applicable provisions of the certain 2003-2005 County Financial Assistance Contract (the "Contract") between the State of Oregon acting by and through its Department of Human Services ("STATE") and Multnomah County ("COUNTY"). [Exhibit H 1]

2. Subcontracts and Assignment.

CONTRACTOR may purchase the service, or a portion thereof, from another person or entity under a subcontract with prior written consent of COUNTY. CONTRACTOR will require its subcontractors to comply in writing with the terms of this Contract concerning provision of services and provide the same assurances, as the CONTRACTOR must in its use of federal and state funds. [Exhibit E 7]

3. Early Termination.

A. CONTRACTOR Termination. CONTRACTOR may, at its sole discretion, terminate this Contract for its convenience, upon three calendar months advance written notice to COUNTY. The three calendar month notice period will not begin until the first day of the first calendar month after the month in which COUNTY receives CONTRACTOR'S notice of termination. [Exhibit E 17a]

B. COUNTY Termination. COUNTY may terminate this Contract in its entirety or may terminate its obligation to provide financial assistance under this Contract for a particular Service described in the Financial Assistance Award of the CFAC:

- (i) Immediately upon written notice to CONTRACTOR, if COUNTY determines that CONTRACTOR has endangered or is endangering the health or safety of a Client or others. [Exhibit E 17b(vi)]
- (ii) Immediately upon written notice to CONTRACTOR, if any license or certificate required by law or regulation to be held by CONTRACTOR to deliver a Service described in the Financial Assistance Award of the CFAC is for any reason denied, revoked, suspended, not renewed or changed in such a way that CONTRACTOR no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification. [Exhibit E 17b(v)]
- (iii) Immediately upon written notice to CONTRACTOR if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the COUNTY does not have the authority to provide financial assistance for one or more Services or no longer has the authority to provide the financial assistance from the funding source it had planned to use. [Exhibit E 17b(iii)]
- (iv) Immediately upon written notice to CONTRACTOR, if COUNTY funding from federal, state, or other sources is not obtained, or is withdrawn, reduced or limited. [Exhibit E 17b(ii)]
- (v) Upon 30 days advance written notice to CONTRACTOR, if CONTRACTOR is in default under this Contract and such default remains uncured at the end of said 30 day period. [Exhibit E 17b(iv)]
- (vi) Upon 30 days advance written notice to CONTRACTOR, if COUNTY determines, in its sole discretion, that it needs to terminate financial assistance under this Contract for one or more Services in connection with its implementation of a new payment system. [Exhibit E 17b(vii)]
- (vii) Upon 60 days advance written notice to CONTRACTOR, if COUNTY determines, in its sole discretion, to end all or any portion of the financial assistance to CONTRACTOR under this Contract. [Exhibit E 17b(i)]

4. **Indemnification**

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 20.260 through 30.600, CONTRACTOR will defend, save and hold harmless the State of Oregon, Department, COUNTY, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the CONTRACTOR, including but not limited to the activities of CONTRACTOR or its officers, employees, subcontractors or agents under this contract. [Exhibit F 13 and Exhibit H 5]

5. **Records Maintenance and CPMS Reporting**

- A. **Client Records** As specified in the CPMS manual for Developmental Disability Services, CONTRACTOR will enroll in CPMS, each Client receiving a Service and maintain that Client's CPMS record as specified in the CPMS manual. In addition to the CPMS documentation, CONTRACTOR will maintain a record for each client who receives services, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The record will contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. [Exhibit E 9d; 9f; and 11a]
- B. **Expenditure Records.** CONTRACTOR agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP). [Exhibit E 9c]

6. **Record Retention**

- A. **Client Records.** Unless OAR 166-05-000 through 166-40-1050 requires a longer retention period, Client records must be retained for a minimum of seven years from termination of this Contract. [Exhibit E 9d]
- B. **Financial Records.** CONTRACTOR will retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the financial assistance provided hereunder or any Service, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the three-year period, CONTRACTOR will retain the records until the questions are resolved. [Exhibit E 9b]

7. **Records Access**

Authorized representatives of the State, COUNTY, and Federal Government will have the right to direct access to all of CONTRACTOR'S books, documents, papers and records related to this Contract for the purpose of conducting audits (OAR 309-013-0120 through 0220) and examinations and making copies, excerpts and transcripts. COUNTY will reimburse CONTRACTOR for CONTRACTOR'S cost of preparing copies. If requested CONTRACTOR will authorize access to verify federal and state employment tax payments by signing Oregon Department of Revenue form 150-800-005 "Authorization to Represent Taxpayer and/or Disclose Information" and federal form 8821, "Tax Authorization." In addition, CONTRACTOR will permit authorized representatives of the STATE to perform site reviews of all Services delivered by CONTRACTOR. [Exhibit E 9a]

8. **Safeguarding of Client Information**

CONTRACTOR will keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by Department implementing the foregoing laws, and any written policies made available to CONTRACTOR by COUNTY. CONTRACTOR will create and maintain written policies and procedures related to the disclosure of Client information, and will make policies and procedures available to the COUNTY for review and inspection as reasonably requested by COUNTY. [Exhibit E 9e]

9. **Fiscal, Administrative, and Audit Requirements**

CONTRACTOR may expend the financial assistance provided under this Contract solely on the delivery of Services, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract, whether in the applicable Service Descriptions, Specialized Service Requirements, special conditions identified in the Financial Assistance Award of the CFAC, or otherwise) and regardless of the basis of payment for a particular Service:

- A. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and necessary to provide quality delivery of that service. CONTRACTOR will not expend financial assistance provided under this contract for a particular service on the delivery of any other service without prior written approval of the COUNTY. [Exhibit E 3a and 3b]
- B. CONTRACTOR, if it is a state, local government or non-profit organization and a sub-recipient of federal funds, will meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156. [Exhibit E 3d and Exhibit G 9]

10. **EEO Certification Requirements**

If this Contract, including amendments, is for more than \$10,000, then CONTRACTOR will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). [Exhibit G 2]

11. **Independent Contractor Status**

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents will not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. [Exhibit H 4]

12. **Monitoring and Enforcement**

- A. COUNTY will monitor CONTRACTOR'S delivery of Services and will promptly take all necessary action to remedy any identified deficiency. COUNTY will also monitor the fiscal performance of CONTRACTOR and will take all allowable management and legal action necessary to pursue this responsibility. In the event of a major deficiency in CONTRACTOR'S delivery of a Service, nothing in this Contract will limit or qualify any right or authority STATE has under state or federal law to take action directly against the CONTRACTOR. [Exhibit E 8]
- B. The COUNTY, the Department of Human Services of the State of Oregon, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives will have access to the books, documents, papers and records of the CONTRACTOR, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. CONTRACTOR will include this provision in all subcontracts. In addition, CONTRACTOR will permit, and cause all Providers to permit, authorized representatives of STATE to perform site reviews of all Services delivered by CONTRACTOR or a Provider. [Exhibit E 9a]

13. **Alternative Formats of Written Materials.**

CONTRACTOR will make available to a Client or the COUNTY, upon the Client's or the COUNTY'S request, any and all written materials in alternate, if appropriate, formats as required by COUNTY'S administrative rules or by COUNTY'S written policies made available to CONTRACTOR. For purposes of the foregoing, "written materials" includes, without limitation, all Work Product and Provider Sub-Contracts related to this Contract. [Exhibit E 10; H 3]

14. **Ownership of Work Product.**

Except as otherwise expressly provided herein, all work products of the CONTRACTOR created in connection with the delivery of Services are the exclusive property of the State of Oregon, Department of Human Services (STATE). For purposes of this section, "work product" will not include Client files. STATE and COUNTY and CONTRACTOR intend that such work product be deemed "work made for hire" of which STATE will be deemed the author. If for any reason the work product is not deemed "work made for hire," CONTRACTOR hereby irrevocably assigns to STATE all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. CONTRACTOR will execute such further

documents and instruments as STATE may reasonably request in order to fully vest such rights in STATE. In the event that federal law requires STATE or CONTRACTOR to grant to the United States a license to any work product developed or acquired under this Contract, CONTRACTOR will execute such further documents and instruments as STATE may reasonably request in order to make such grant. CONTRACTOR forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. [Exhibit F 15]

15. **Insurance Requirements**

A. CONTRACTOR will obtain, at CONTRACTOR'S expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000. [Exhibit H 6]

B. CONTRACTOR will obtain, at CONTRACTOR'S expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, comprehensive or commercial general liability insurance covering bodily injury and property damage. This insurance will include personal injury coverage and contractual liability coverage for the indemnity provided under this contract. The combined single limit per occurrence will not be less than \$500,000 or the equivalent. Each annual aggregate limit will not be less than \$500,000 when applicable. [Exhibit H 7]

C. CONTRACTOR, its subcontractors, if any, and all employers providing work, labor or materials under the contract are subject employers under the Oregon Workers' Compensation Law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. This will include employers' liability insurance with coverage limits of not less than \$100,000 each accident. Providers who perform the work without the assistance of labor or any employee need not obtain such coverage. [Exhibit H 8]

D. CONTRACTOR will name the State of Oregon, Department of Human Services, County, and their divisions, officers, and employees as additional insureds on any insurance policies required herein with respect to CONTRACTOR'S activities being performed under the contract. Such insurance will be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and will contain a 30 day notice of cancellation endorsement. CONTRACTOR will forward a copy of the certificate(s) of insurance to COUNTY prior to commencement of the services under this contract. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance coverage required herein, CONTRACTOR will immediately notify COUNTY orally of the cancellation or restriction and will confirm the oral notification in writing within three days of notification by the insurance company to CONTRACTOR. [Exhibit H 9]

E. CONTRACTOR may fulfill its obligations set forth in Sections A through D through a program of self insurance; provided that CONTRACTOR'S self insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that specified in Sections A through D. [Exhibit H 10]

ATTACHMENT B: CERTIFICATE REGARDING COMPLIANCE WITH SPECIFIC STATE AND FEDERAL REQUIREMENTS

In addition to the requirements of Attachment B, CONTRACTOR will comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time. [Exhibit H 2]

1. Miscellaneous Federal Provisions.

CONTRACTOR will comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: [Exhibit F 5]

- A. Titles VI and VII of the Civil Rights Act of 1964, as amended, [Exhibit G 1]
- B. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, [Exhibit G 1]
- C. The Americans with Disabilities Act of 1990, as amended, [Exhibit G 1; G 12]
- D. Executive Order 11246, as amended, [Exhibit G 1]
- E. The Health Insurance Portability and Accountability Act of 1996, [Exhibit G 1]
- F. The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, [Exhibit G 1]
- G. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, [Exhibit G 1]
- H. All regulations and administrative rules established pursuant to the foregoing laws, [Exhibit G 1]
- I. All other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, [Exhibit G 1]
- J. All federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. [Exhibit G 1]
- K. Federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64), [Exhibit G 8]
- L. The Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.). [Exhibit G 13]

These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 USC 14402. [Exhibit G 1]

2. Miscellaneous State Provisions.

CONTRACTOR will comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: [Exhibit F 5]

- A. All applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; [Exhibit F 5]
- B. All state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by the STATE related to Community Mental Health Programs; [Exhibit F 5]
- C. All state laws requiring reporting of Client abuse [Exhibit F 5]
- D. CONTRACTOR will, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279.545(4)), recycled PETE products (as defined in ORS 279.545(5)), and other recycled products (as "recycled product" is defined in ORS 279.545(6)). [Exhibit F 5]
- E. All employers, including CONTRACTOR, that employ subject workers who provide Services in the State of Oregon will comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. [Exhibit F 5]
- F. CONTRACTOR must maintain applicable licenses from the State Department of Human Services (ORS 443.410 and 443.725) in order to continue contracting for services through the COUNTY.
- G. CONTRACTOR will comply with those provisions of ORS 181.536 et seq. and OAR 309-018-0190 regarding criminal record checks, which apply to their programs. [County requirement]
- H. CONTRACTOR will comply with those provisions of ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. [Exhibit F 5]

These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. COUNTY'S performance under this Contract is conditioned upon CONTRACTOR'S compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and ORS 279.334 (8), which are incorporated by reference herein. [Exhibit F 5]

3. Clean Air, Clean Water, EPA Regulations.

If this Contract, including amendments, exceeds \$100,000 then CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations will be reported to the Department, HHS and the appropriate Regional Office of the Environmental Protection Agency. CONTRACTOR will include in all sub-contracts with Providers receiving more than \$1000,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section. [Exhibit G 3]

4. Energy Efficiency.

CONTRACTOR will comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163). [Exhibit G 4]

5. Truth in Lobbying.

CONTRACTOR certifies, to the best of the CONTRACTOR'S knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the CONTRACTOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. CONTRACTOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Exhibit G, 5]

6. HIPAA Compliance.

If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), CONTRACTOR agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. CONTRACTOR will comply and cause all Providers to comply with the following:

- A. **Privacy and Security Of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information

relating to specific individuals may be exchanged between CONTRACTOR, COUNTY, and STATE for purposes directly related to the provision of services to Clients that are funded in whole or in part under this Contract. However, CONTRACTOR will not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the STATE Privacy Rules, OAR 410-014-0000 *et. seq.*, or the STATE Notice of Privacy Practices, if done by STATE. A copy of the most recent STATE Notice of Privacy Practices is posted on the STATE web site at <http://www.dhs.state.or.us/admin/hipaa/project/privforms.htm>, or may be obtained from STATE.

B. Data Transactions Systems. If CONTRACTOR intends to exchange electronic data transactions with COUNTY or STATE in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, CONTRACTOR will execute an EDI Trading Partner Contract with COUNTY and STATE and will comply with the STATE EDI Rules.

C. Consultation and Testing. If CONTRACTOR reasonably believes that the CONTRACTOR'S, COUNTY'S or STATE'S data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, CONTRACTOR will promptly consult the COUNTY'S HIPAA officer. CONTRACTOR, COUNTY, or STATE may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the STATE'S testing schedule. [Exhibit G 6]

7. Resource Conservation and Recovery.

CONTRACTOR will comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 *et. seq.*). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253. [Exhibit G 7]

8. Debarment and Suspension.

- A. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- B. CONTRACTOR will not permit any subcontract with a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold will provide the required certification regarding their exclusion status and that of their principals prior to award. [Exhibit G 10]

9. Medicaid Compliance.

To the extent CONTRACTOR provides any Service whose costs are paid in whole or in part by Medicaid, CONTRACTOR will comply with the federal and state Medicaid statutes and regulations applicable to the Service, including but not limited to:

- A. Keeping such records as may be necessary to disclose the extent of services furnished to Clients and, upon request, furnish such records or other information to COUNTY, STATE, the Medicaid Fraud Control Unit of the Oregon Department of Justice and the Secretary of Health and Human Services;
- B. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
- C. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
- D. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

CONTRACTOR will include in all contracts with Providers receiving Medicaid, language requiring the Provider to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section. [Exhibit G 11]



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
 Agenda Item #: C-8
 Est. Start Time: 9:30 AM
 Date Submitted: 12/16/04

BUDGET MODIFICATION: -

Agenda Title: Renewal of Government Expenditure Contract (190 Agreement) 4600005151 with Oregon Commission for the Blind, to Purchase Vocational and Employment Services for Persons with Developmental Disabilities

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>N/A</u>
Department:	<u>Dept. of County Human Services</u>	Division:	<u>Developmental Disabilities</u>
Contact(s):	<u>Patrice Botsford</u>		
Phone:	<u>(503) 988-3658</u>	Ext.	<u>26360</u>
Presenter(s):	<u>Consent Calendar</u>		
I/O Address:	<u>166/4</u>		

General Information

- 1. What action are you requesting from the Board?**
 The Department of County Human Services recommends Board approval of the FY04-05 renewal contract with the Oregon Commission for the Blind.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**
 This renewal IGA will permit Oregon Commission for the Blind to provide basic vocational and employment services to DDSD clients. This renewal contract is retroactive due to the volume of renewals required for FY04/05.
- 3. Explain the fiscal impact (current year and ongoing).**
 The value of this expenditure agreement is dependent upon the actual need for services and is estimated to be \$417,652.68 in requirements funding. These funds are included in the Department budget.
- 4. Explain any legal and/or policy issues involved.**

N/A

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

N/A

Required Signatures

**Department/
Agency Director:**



Date: 12/15/04

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____



IGA Contract

Vendor Address

OR COMM FOR THE BLIND
535 SE 12TH
PORTLAND OR 97214

Information

Contract Number 4600005151
Date 10/05/2004
Vendor No. 26198
Contact/Phone CHS DD Services /

Validity Period: 07/01/2004 - 06/30/2005
Minority Indicator: Not Identified

Estimated Target Value: 417,652.68 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	H30000014 Employ & Alt Service - Dev Disabled(USD) Plant: F010 Community & Family Services Requirements Tracking Number: IGA <i>Monthly Allotment/Requirements</i> <i>Per Client Rate Schedule</i>	417,652.680	Dollars	\$ 1.0000

MULTNOMAH COUNTY CONTRACT APPROVAL FORM
(See Administrative Procedure CON-1)

Contract #: **460005151**

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

Amendment #: **0**

<p align="center">Class I</p> <p>Contracts \$75,000 and less per 12 month period</p> <p><input type="checkbox"/> Professional Services Contracts</p> <p><input type="checkbox"/> PCRB Contracts</p> <p style="padding-left: 20px;"><input type="checkbox"/> Maintenance Agreements</p> <p style="padding-left: 20px;"><input type="checkbox"/> Licensing Agreements</p> <p style="padding-left: 20px;"><input type="checkbox"/> Public Works Construction Contracts</p> <p><input type="checkbox"/> Architectural & Engineering Contracts</p> <p><input type="checkbox"/> Revenue Contracts</p> <p><input type="checkbox"/> Grant Contracts</p> <p><input type="checkbox"/> Non-Expenditure Contracts</p>	<p align="center">Class II</p> <p>Contracts over \$75,000 per 12 month period</p> <p><input type="checkbox"/> Professional Services Contracts</p> <p><input type="checkbox"/> PCRB Contracts</p> <p style="padding-left: 20px;"><input type="checkbox"/> Maintenance Agreements</p> <p style="padding-left: 20px;"><input type="checkbox"/> Licensing Agreements</p> <p style="padding-left: 20px;"><input type="checkbox"/> Public Works Construction Contracts</p> <p><input type="checkbox"/> Architectural & Engineering Contracts</p> <p><input type="checkbox"/> Revenue Contracts</p> <p><input type="checkbox"/> Grant Contracts</p> <p><input type="checkbox"/> Non-Expenditure Contracts</p>	<p align="center">Class III A</p> <p><input checked="" type="checkbox"/> Government Contracts (190 Agreement)</p> <p><input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure</p> <p><input type="checkbox"/> Revenue</p> <hr/> <p align="center">Class III B</p> <p><input type="checkbox"/> Government Contracts (Non-190 Agreement)</p> <p><input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure</p> <p><input type="checkbox"/> Revenue</p> <hr/> <p><input type="checkbox"/> Interdepartmental Contracts</p>
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Department: County Human Services Division: Developmental Disabilities Date: December 8, 2004
 Originator: Gloria Wang Phone: 22843 Bldg/Rm: 166/4
 Contact: Alicia Boris Phone: 29807 Bldg/Rm: 166/4
 Description of Contract **This contract purchases vocational and employment services for persons with developmental disabilities.**

RENEWAL: PREVIOUS CONTRACT #(S): 460004221
 RFP/BID: IGA RFP/BID DATE: _____
 EXEMPTION # _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# or Self Cert Non-Profit N/A (Check all boxes that apply)

<p>Contractor Oregon Commission for the Blind</p> <p>Address <u>535 SE 12th</u></p> <p>City/State <u>Portland OR</u></p> <p>Zip Code <u>97214</u></p> <p>Phone <u>503.731.3221</u></p> <p>Employer ID# or SS# <u>93-6001718</u></p>	<p>Remittance Address _____ (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 Allotment <input type="checkbox"/> Net 30</p> <p>\$ _____</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p>
<p>Contract Effective Date <u>July 1, 2004</u> Term Date <u>June 30, 2005</u></p> <p>Amendment Effect Date _____ New Term Date _____</p> <p>Original Contract Amount \$ <u>0 + Requirements</u></p> <p>Total Amt of Previous Amendments \$ <u>0</u></p> <p>Amount of Amendment \$ <u>0</u></p> <p>Total Amount of Agreement \$ <u>0 + Requirements</u></p>	<p><input checked="" type="checkbox"/> Requirements Funding Info:</p> <p>Original Requirements Amount \$ <u>417,652.68</u></p> <p>Total Amt of Previous Amendments \$ <u>0</u></p> <p>Requirements Amount Amendment: \$ <u>0</u></p> <p>Total Amount of Requirements \$ <u>417,652.68</u></p>

REQUIRED SIGNATURES

Department Manager _____	DATE <u>12/15/04</u>
Purchasing Manager _____	DATE _____
County Attorney <u>Patrick W. Hammy</u>	DATE <u>12/20/04</u>
County Chair <u>Chris Meyer</u>	DATE <u>1.6.05</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: SAP Vendor Code: 26198

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-8 DATE 01-06-05
 DEBORAH L. BOGSTAD, BOARD CLERK

Exhibit A, Rev. 03/07/03

BORIS Alicia C

From: HENRY Patrick W
Sent: Tuesday, November 23, 2004 3:21 PM
To: BORIS Alicia C
Cc: WANG Gloria E
Subject: RE: City of Portland Intergovernmental Agreement for your review - Please

Using Attachments A and B would be fine. Update the body of the IGA to include them in the contract and to incorporate them by reference.

If the TriMet agreement is for state DD services, then you should include Attachment A and B in that as well.

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

From: BORIS Alicia C
Sent: Tuesday, November 23, 2004 2:49 PM
To: HENRY Patrick W
Cc: WANG Gloria E
Subject: RE: City of Portland Intergovernmental Agreement for your review - Please

Well now that you mention it, no. I think using the IGA format we lost all of the requirements that usually come through in DD's Attachment A & Attachment B. Do you think it would be OK to use A and B as attachments to this City of Portland IGA and also for Oregon Commission for the Blind? That is where all the terms you are concerned about are. If you would prefer, I could incorporate the contents into the body of the agreement. If I do use these attachments here, I would like to suggest that we go back and amend it into the TriMet agreement that has already gone before the Board and is out to provider for signature. What do you think? Let me know...Alicia x29807

<< File: ATTACHMENT A&B.doc >>

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

From: HENRY Patrick W
Sent: Monday, November 22, 2004 2:33 PM
To: BORIS Alicia C
Subject: FW: City of Portland Intergovernmental Agreement for your review - Please

Alicia,

I remember what you guys are doing with Exhibit E. Forget my question below. As long as you have reviewed the CFAC to ensure all the required terms are in this agreement, I approve this contract for circulation for signature.

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

From: HENRY Patrick W
Sent: Monday, November 22, 2004 1:56 PM
To: BORIS Alicia C
Subject: RE: City of Portland Intergovernmental Agreement for your review - Please

This contract refers to Exhibit E but there is no Exhibit E attached. Is that an attachment to this contract? If so, does Exhibit E contain the terms required by the state to be in our subcontracts?

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

From: BORIS Alicia C
Sent: Wednesday, November 17, 2004 8:32 AM
To: HENRY Patrick W
Subject: City of Portland Intergovernmental Agreement for your review - Please

Hi Patrick

Could you please review this intergovernmental agreement for the City of Portland - Parks and Recreation Department and let me know if it has your approval to move into the signature process?
Thanks!

<< File: City of Portland Parks and Recreation IGA DD CON.doc >>

Alicia x29807

INTERGOVERNMENTAL AGREEMENT
Multnomah County Contract Number 4600005151

This is an Agreement between Oregon Commission for the Blind (CONTRACTOR) and Multnomah County (COUNTY), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to purchase Vocational/Employment services for people with developmental disabilities. The parties agree as follows:

1. TERM

The term of this agreement shall be from July 1, 2004 to June 30, 2005.

2. RESPONSIBILITIES OF CONTRACTOR.

The CONTRACTOR agrees to provide Vocational/Employment services to people with developmental disabilities in accordance with COUNTY and State requirements for DD54 Vocational/Employment services as specified in Paragraph 12 below.

3. RESPONSIBILITIES OF COUNTY.

The COUNTY agrees to compensate CONTRACTOR up to a requirements funding estimate of \$417,652.68 for Transportation services as specified below in Paragraph 12, Additional Terms and Conditions.

4. TERMINATION

This agreement may be terminated by either party upon thirty (30) days written notice.

5. INDEMNIFICATION

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CONTRACTOR from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CONTRACTOR shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CONTRACTOR, its officers, employees and agents in the performance of this agreement.

6. INSURANCE

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. ADHERENCE TO LAW

Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. NON-DISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. THIS IS THE ENTIRE AGREEMENT

This document along with Attachment A - Compliance With State General Requirements and Attachment B - Certificate Regarding Compliance with Specific State and Federal Requirements, which are incorporated by this reference, constitute the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. ADDITIONAL TERMS AND CONDITIONS:

References in this contract listed in parenthesis (i.e. [Exhibit E 3]) refer to the authorizing language in the 2003-2005 County Financial Assistance Contract (CFAC) between the State of Oregon (State) and Multnomah County. The CFAC is available for reference at the COUNTY internet website: <http://www.co.multnomah.or.us/dchs/cfac.pdf>.

If a dispute arises between COUNTY and CONTRACTOR relating to a claim that this contract contains terms or conditions that are not substantially similar to those established by the State's Department of Human Services Division, the dispute will be resolved according to procedures contained in OAR 309-014-0020(4)(b).

A. Service Description.

CONTRACTOR will provide Employment and Community Inclusion Services under Service Element DD 54. Employment and Community Inclusion Services under Service Element DD 54 are out-of-home employment or community training services and related supports, delivered to individuals aged 18 or older with developmental disabilities, to improve the individuals' productivity, independence and integration in the community.

B. Performance Requirements.

- 1) CONTRACTOR must comply with OAR 411-345-0010 through 411-345-0300; as such rules may be amended from time to time.
- 2) All individuals receiving DD 54 Services funded through this Contract must be eligible for developmental disability services, with eligibility determined in accordance with OAR 411-320-0080, as such rule may be revised from time to time.
- 3) CONTRACTOR may not expend any funds received through this Contract to cover any of the following costs arising from or related to the work of individuals receiving DD 54 Services funded through this Contract or the goods or services produced thereby: (a) the wages of individuals receiving DD 54 Services funded through this Contract; (b) other indirect labor costs; (c) supply, equipment or marketing costs; or (d) other production costs.
- 4) "Non-Comprehensive DD 54 Services" refers to DD 54 Services delivered with funds provided under this Contract to an individual whose total cost of DD services delivered with funds provided under this Contract, excluding Case Management (DD

48) and Transportation (DD 53) Services, is \$20,000.00 or less in any consecutive 12-month period. CONTRACTOR and COUNTY and Department acknowledge and agree that Non-Comprehensive DD 54 Services meet the definition of "Support Services for Adults with Developmental Disabilities" in OAR 411-340-0010 through 411-340-0180, as such rules may be revised from time to time, and that individuals receiving Non-Comprehensive DD 54 Services with funds provided under this Contract may be transferred, during the term of this Contract, to Support Services for Adults with Developmental Disabilities provided under separate contracts between the State and providers of Brokerage Services, as defined in OAR 411-340-0010 through 411-340-0180, as such rules may be revised from time to time. In anticipation of this change, CONTRACTOR may only receive DD 54 funding for an individual under this Contract if:

- a) The individual was receiving Non-Comprehensive DD 54 Services funded by the State on June 30, 2003; or
- b) CONTRACTOR receives prior written approval from State's Senior and People with Disabilities (SPD) Community & Family Supports Section for the individual to receive Non-Comprehensive DD 54 Services with funds provided under this Contract beginning on or after July 1, 2003.

C. Special Reporting Requirements.

1) Attendance Records, and Reporting Absences and Termination of Services.

CONTRACTOR will maintain daily attendance records for all individuals receiving DD 54 Services funded through this Contract, and make such records available to COUNTY upon request. For purposes of DD 54 Services, an individual will be considered in attendance only when one of the following conditions are met:

- a) The CONTRACTOR is actively involved in initial planning and assessment activities, including development of the individual's "Individual Support Plan" ("ISP") as defined in OAR 411-320-0120, as such rules may be revised from time to time, prior to implementation of the ISP. Such planning activity performed on behalf of the individual will be noted on the attendance sheet. The maximum period of time for which this activity may be defined as "attendance" is 15 consecutive days, beginning with the date the individual is first enrolled in CONTRACTOR's services; or
- b) The individual is at the CONTRACTOR's site, or at the individual's work site, for the days and hours specified in the individual's ISP; or
- c) The individual is absent for not more than 30 consecutive days as a result of approved sick leave, approved vacation, or incarceration and it has not been determined that the individual will not be returning to CONTRACTOR's services; or
- d) The individual is absent for not more than 90 consecutive days as a result of being on convalescent leave or leave under the Family and Medical Leave Act, admittance to either a psychiatric hospital or the State's Crisis Unit at the Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the CONTRACTOR's services; or
- e) The CONTRACTOR is actively involved in job development activity for the individual while that individual is temporarily unemployed, and that job

development activity has been reviewed and approved by the ISP Team, as defined in OAR 411-320-0120, as such rules may be revised from time to time. Job development performed on behalf of the individual will be noted on the attendance sheet. The maximum amount of time that a temporarily unemployed individual may be reported as in attendance, while job development services are being provided, is 90 consecutive calendar days, unless the ISP Team approves continued job development for up to an additional 45 day period.

- 2) CONTRACTOR must notify COUNTY when an individual enrolled in DD 54 Services in CPMS is anticipated to be absent as a result of leave under the Family and Medical Leave Act, incarceration, or admittance to either a psychiatric hospital or State's Crisis Unit at the Eastern Oregon Training Center. Notification required in this section must be provided using forms and procedures designated by COUNTY.
- 3) An individual enrolled in DD 54 Services must be reported as terminated from CONTRACTOR's DD 54 Services, when the individual is not in attendance as defined in this Service Description. The CPMS termination date must be listed as the individual's last day of attendance in that CONTRACTOR's services.
- 4) Employment Outcomes Systems (EOS).
CONTRACTOR will submit reports, as part of the State's Employment Outcomes System (EOS), that include data that measure individual and program outcomes. Reports must be completed semi-annually, following instructions provided by COUNTY.
- 5) Direct Care Staff Wages and Turnover.
CONTRACTOR must report staff wages and turnover data using forms and procedures designated by State. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as State reasonably requests. Data must be compiled separately for each month.
- 6) CONTRACTOR will prepare and furnish the following information to COUNTY when a Service is delivered:
 - a) Client, Service and financial information as specified in the Service Description.
 - b) All additional information and reports that COUNTY reasonably requests.
[Exhibit E 11]

D. Payment Terms and Procedures.

- 1) The maximum payment for Service Element DD 54 Services is dependent on the number of clients and the rate per client designated on the Developmental Disability Rate Schedule. DD 54 funding under this contract is estimated to be \$417,652.68 and will be unilaterally adjusted by COUNTY as necessary to meet service level requirements.
- 2) Basis of payment.
COUNTY payment for DD 54 Services delivered under this Contract will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule, as

such schedule may be amended from time to time, for DD 54 Services. Services will only be considered delivered to individuals "in attendance" as described in this contract subject to the following:

- a) If a unit of DD 54 service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.
- b) COUNTY is not obligated to pay for any DD 54 Services that are not properly reported, as permitted by State General Requirements described in Attachment A, Section 12.a., by August 12, 2005.

3) Disbursement of funds.

Unless a different disbursement method is specified elsewhere in this Contract, COUNTY will disburse the funds awarded for DD 54 Services to CONTRACTOR in substantially equal monthly allotments during the term of this Contract, subject to the following:

- a) COUNTY may, at its discretion, reduce the monthly allotments based on under expenditures identified by the State through CPMS or other reports to the State for which the State reduces corresponding COUNTY funds, if the cause of the discrepancy is the result of the CONTRACTOR's failure to report required data on client status to COUNTY.
- b) COUNTY may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD 54 Services.
- c) COUNTY may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 54 Services in this Contract as a result of changes in client status as reflected on the Developmental Disabilities Rate Schedule.
- d) Exceptions to pay for vacancies.
In exceptional circumstances, the COUNTY may agree to pay for delivery of DD 54 Service capacity that is not utilized, as opposed to the normal DD 54 Services payment methodology that provides only for payment for DD 54 Services actually delivered. Exceptional circumstances include: (i) when COUNTY agrees to pay for unutilized DD 54 Service capacity in order to ensure the availability of DD 54 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by CONTRACTOR as a result of an unusually high rate of unutilized service capacity in CONTRACTOR's service system, through no fault of CONTRACTOR.
- e) Contract Settlement.
Contract settlement will reconcile any discrepancies that may have occurred during the term of this Contract between actual COUNTY disbursements of funds awarded for DD 54 Services provided hereunder Financial Assistance Award amounts due for such Services based on actual expenditures incurred by CONTRACTOR in delivering those DD 54 Services during the term of this Contract, as such expenses are properly reported to the COUNTY by reporting methods required or permitted by this Service Description or applicable Special Terms and Conditions of the CFAC.

E. Compensation.

- 1) The maximum payment under this contract is limited by individual client rates as approved by the State and set forth in the Development Disabilities Rate Schedule maintained by COUNTY in accordance with the CFAC and any subsequent amendments to that contract. In the event of a discrepancy between the rates set forth in the Developmental Disabilities Rate Schedule and those rates approved by the State the State's rate will prevail. CONTRACTOR will not be compensated beyond the amount disbursed to COUNTY by the State for services provided by CONTRACTOR. COUNTY will, at its discretion, adjust the maximum allocation as needed to reflect changes in funds awarded to COUNTY by the State.
- 2) COUNTY will pay CONTRACTOR an estimated monthly allotment for all Services provided under this Contract with the exception of Service Element DD 57, which will be paid as determined in the DD 57 Project Instructions. COUNTY allotments for all Services other than DD 57 provided under this Contract will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule, and will be based upon the sum of individual rates of Clients in service at any given time, as such schedule may be amended from time to time, for Services delivered under this Contract during the period specified in the Developmental Disabilities Rate Schedule, subject to the conditions of the Service Element defined in this Contract.
- 3) Chargeable Expenditures.
CONTRACTOR may charge expenditures under this Contract only if they are:
 - a) In payment for services performed under this Contract;
 - b) Not in excess of the amount reasonable and necessary to provide quality delivery of that service. [Exhibit E 3]

F. Disbursement of Funds.

- 1) Conditions Precedent to Disbursement.
COUNTY'S obligation to disburse financial assistance to CONTRACTOR under this Contract is subject to satisfaction, with respect to each disbursement, that the CONTRACTOR is in compliance with:
 - ORS 279.312 Conditions of public contracts concerning payment of laborers and suppliers of materials, contributions to Industrial Accident Fund, liens, withholding taxes and employee drug testing.
 - ORS 279.314 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.
 - ORS 279.316 Condition concerning hours of labor.
 - ORS 279.320 Condition concerning payment for medical care and providing workers' compensation. [Exhibit E 1]
- 2) Disbursement Generally.
Disbursement Generally. Subject to the conditions precedent set forth below, COUNTY shall disburse the requirements funding estimates described in this Contract to CONTRACTOR in accordance with the procedures set forth in the Service Descriptions contained in the State 2003-2005 County Financial Assistance Contract with Multnomah County. Disbursement procedures may vary by Service. As set forth in the Service Description for a particular Service, County may disburse to CONTRACTOR a requirements funding estimate for a Service in advance of actual delivery of the Service, subject to COUNTY at Contract Settlement of any

excess disbursement. The mere disbursement of requirements funding estimates to CONTRACTOR in accordance with the disbursement procedures described in the Service Descriptions does not vest in CONTRACTOR any right to retain those funds. Disbursements are considered an advance of funds to CONTRACTOR which CONTRACTOR may retain: (1) only to the extent the funds are expended in accordance with the terms and conditions of this Contract, (2) only in accordance with the basis of payment methodology set forth in the Service Description for a particular Service for which the funds are allocated and (3) subject to the other restrictions and limitations set forth in this Contract. CONTRACTOR'S right to retain the disbursed funds will be determined, at the latest, as part of Contract Settlement in accordance with the basis of payment methodologies set forth in the Service Descriptions. [Exhibit E(1)]

MULTNOMAH COUNTY, OREGON

Oregon Commission for the Blind

By *PKP* 12/15/04
Patricia K. Pate, Director Date
Department of County Human Services

By _____
Signature Date

By *Chair* 1.6.05
Diane M. Linn Date
Multnomah County Chair

Name/Title (Please Print)

Reviewed:
Patricia W. Henry
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 01-06-05
DEBORAH L. BOGSTAD, BOARD CLERK

**ATTACHMENT A:
COMPLIANCE WITH STATE GENERAL REQUIREMENTS**

The following are State requirements for compliance with the State Department of Human Services (STATE) 2003-2005 County Financial Assistance Contract (CFAC).

1. **Compliance with County Financial Assistance Contract**

CONTRACTOR will comply with all applicable provisions of the certain 2003-2005 County Financial Assistance Contract (the "Contract") between the State of Oregon acting by and through its Department of Human Services ("STATE") and Multnomah County ("COUNTY"). [Exhibit H 1]

2. **Subcontracts and Assignment.**

CONTRACTOR may purchase the service, or a portion thereof, from another person or entity under a subcontract with prior written consent of COUNTY. CONTRACTOR will require its subcontractors to comply in writing with the terms of this Contract concerning provision of services and provide the same assurances, as the CONTRACTOR must in its use of federal and state funds. [Exhibit E 7]

3. **Early Termination.**

A. **CONTRACTOR Termination.** CONTRACTOR may, at its sole discretion, terminate this Contract for its convenience, upon three calendar months advance written notice to COUNTY. The three calendar month notice period will not begin until the first day of the first calendar month after the month in which COUNTY receives CONTRACTOR'S notice of termination. [Exhibit E 17a]

B. **COUNTY Termination.** COUNTY may terminate this Contract in its entirety or may terminate its obligation to provide financial assistance under this Contract for a particular Service described in the Financial Assistance Award of the CFAC:

- (i) Immediately upon written notice to CONTRACTOR, if COUNTY determines that CONTRACTOR has endangered or is endangering the health or safety of a Client or others. [Exhibit E 17b(vi)]
- (ii) Immediately upon written notice to CONTRACTOR, if any license or certificate required by law or regulation to be held by CONTRACTOR to deliver a Service described in the Financial Assistance Award of the CFAC is for any reason denied, revoked, suspended, not renewed or changed in such a way that CONTRACTOR no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification. [Exhibit E 17b(v)]
- (iii) Immediately upon written notice to CONTRACTOR if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the COUNTY does not have the authority to provide financial assistance for one or more Services or no longer has the authority to provide the financial assistance from the funding source it had planned to use. [Exhibit E 17b(iii)]
- (iv) Immediately upon written notice to CONTRACTOR, if COUNTY funding from federal, state, or other sources is not obtained, or is withdrawn, reduced or limited. [Exhibit E 17b(ii)]
- (v) Upon 30 days advance written notice to CONTRACTOR, if CONTRACTOR is in default under this Contract and such default remains uncured at the end of said 30 day period. [Exhibit E 17b(iv)]
- (vi) Upon 30 days advance written notice to CONTRACTOR, if COUNTY determines, in its sole discretion, that it needs to terminate financial assistance under this Contract for one or more Services in connection with its implementation of a new payment system. [Exhibit E 17b(vii)]
- (vii) Upon 60 days advance written notice to CONTRACTOR, if COUNTY determines, in its sole discretion, to end all or any portion of the financial assistance to CONTRACTOR under this Contract. [Exhibit E 17b(i)]

4. **Indemnification**

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 20.260 through 30.600, CONTRACTOR will defend, save and hold harmless the State of Oregon, Department, COUNTY, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the CONTRACTOR, including but not limited to the activities of CONTRACTOR or its officers, employees, subcontractors or agents under this contract. [Exhibit F 13 and Exhibit H 5]

5. **Records Maintenance and CPMS Reporting**

- A. **Client Records** As specified in the CPMS manual for Developmental Disability Services, CONTRACTOR will enroll in CPMS, each Client receiving a Service and maintain that Client's CPMS record as specified in the CPMS manual. In addition to the CPMS documentation, CONTRACTOR will maintain a record for each client who receives services, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The record will contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. [Exhibit E 9d; 9f; and 11a]
- B. **Expenditure Records.** CONTRACTOR agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP). [Exhibit E 9c]

6. **Record Retention**

- A. **Client Records.** Unless OAR 166-05-000 through 166-40-1050 requires a longer retention period, Client records must be retained for a minimum of seven years from termination of this Contract. [Exhibit E 9d]
- B. **Financial Records.** CONTRACTOR will retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the financial assistance provided hereunder or any Service, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination of this Contract. If there are unresolved audit or Contract Settlement questions at the end of the three-year period, CONTRACTOR will retain the records until the questions are resolved. [Exhibit E 9b]

7. **Records Access**

Authorized representatives of the State, COUNTY, and Federal Government will have the right to direct access to all of CONTRACTOR'S books, documents, papers and records related to this Contract for the purpose of conducting audits (OAR 309-013-0120 through 0220) and examinations and making copies, excerpts and transcripts. COUNTY will reimburse CONTRACTOR for CONTRACTOR'S cost of preparing copies. If requested CONTRACTOR will authorize access to verify federal and state employment tax payments by signing Oregon Department of Revenue form 150-800-005 "Authorization to Represent Taxpayer and/or Disclose Information" and federal form 8821, "Tax Authorization." In addition, CONTRACTOR will permit authorized representatives of the STATE to perform site reviews of all Services delivered by CONTRACTOR. [Exhibit E 9a]

8. **Safeguarding of Client Information**

CONTRACTOR will keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by Department implementing the foregoing laws, and any written policies made available to CONTRACTOR by COUNTY. CONTRACTOR will create and maintain written policies and procedures related to the disclosure of Client information, and will make policies and procedures available to the COUNTY for review and inspection as reasonably requested by COUNTY. [Exhibit E 9e]

9. Fiscal, Administrative, and Audit Requirements

CONTRACTOR may expend the financial assistance provided under this Contract solely on the delivery of Services, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract, whether in the applicable Service Descriptions, Specialized Service Requirements, special conditions identified in the Financial Assistance Award of the CFAC, or otherwise) and regardless of the basis of payment for a particular Service:

- A. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and necessary to provide quality delivery of that service. CONTRACTOR will not expend financial assistance provided under this contract for a particular service on the delivery of any other service without prior written approval of the COUNTY. [Exhibit E 3a and 3b]
- B. CONTRACTOR, if it is a state, local government or non-profit organization and a sub-recipient of federal funds, will meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156. [Exhibit E 3d and Exhibit G 9]

10. EEO Certification Requirements

If this Contract, including amendments, is for more than \$10,000, then CONTRACTOR will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). [Exhibit G 2]

11. Independent Contractor Status

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents will not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. [Exhibit H 4]

12. Monitoring and Enforcement

- A. COUNTY will monitor CONTRACTOR'S delivery of Services and will promptly take all necessary action to remedy any identified deficiency. COUNTY will also monitor the fiscal performance of CONTRACTOR and will take all allowable management and legal action necessary to pursue this responsibility. In the event of a major deficiency in CONTRACTOR'S delivery of a Service, nothing in this Contract will limit or qualify any right or authority STATE has under state or federal law to take action directly against the CONTRACTOR. [Exhibit E 8]
- B. The COUNTY, the Department of Human Services of the State of Oregon, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives will have access to the books, documents, papers and records of the CONTRACTOR, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. CONTRACTOR will include this provision in all subcontracts. In addition, CONTRACTOR will permit, and cause all Providers to permit, authorized representatives of STATE to perform site reviews of all Services delivered by CONTRACTOR or a Provider. [Exhibit E 9a]

13. Alternative Formats of Written Materials.

CONTRACTOR will make available to a Client or the COUNTY, upon the Client's or the COUNTY'S request, any and all written materials in alternate, if appropriate, formats as required by COUNTY'S administrative rules or by COUNTY'S written policies made available to CONTRACTOR. For purposes of the foregoing, "written materials" includes, without limitation, all Work Product and Provider Sub-Contracts related to this Contract. [Exhibit E 10; H 3]

14. Ownership of Work Product.

Except as otherwise expressly provided herein, all work products of the CONTRACTOR created in connection with the delivery of Services are the exclusive property of the State of Oregon, Department of Human Services (STATE). For purposes of this section, "work product" will not include Client files. STATE and COUNTY and CONTRACTOR intend that such work product be deemed "work made for hire" of which STATE will be deemed the author. If for any reason the work product is not deemed "work made for hire," CONTRACTOR hereby irrevocably assigns to STATE all of its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. CONTRACTOR will execute such further

documents and instruments as STATE may reasonably request in order to fully vest such rights in STATE. In the event that federal law requires STATE or CONTRACTOR to grant to the United States a license to any work product developed or acquired under this Contract, CONTRACTOR will execute such further documents and instruments as STATE may reasonably request in order to make such grant. CONTRACTOR forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. [Exhibit F 15]

15. Insurance Requirements

- A. CONTRACTOR will obtain, at CONTRACTOR'S expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000. [Exhibit H 6]
- B. CONTRACTOR will obtain, at CONTRACTOR'S expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, comprehensive or commercial general liability insurance covering bodily injury and property damage. This insurance will include personal injury coverage and contractual liability coverage for the indemnity provided under this contract. The combined single limit per occurrence will not be less than \$500,000 or the equivalent. Each annual aggregate limit will not be less than \$500,000 when applicable. [Exhibit H 7]
- C. CONTRACTOR, its subcontractors, if any, and all employers providing work, labor or materials under the contract are subject employers under the Oregon Workers' Compensation Law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. This will include employers' liability insurance with coverage limits of not less than \$100,000 each accident. Providers who perform the work without the assistance of labor or any employee need not obtain such coverage. [Exhibit H 8]
- D. CONTRACTOR will name the State of Oregon, Department of Human Services, County, and their divisions, officers, and employees as additional insureds on any insurance policies required herein with respect to CONTRACTOR'S activities being performed under the contract. Such insurance will be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and will contain a 30 day notice of cancellation endorsement. CONTRACTOR will forward a copy of the certificate(s) of insurance to COUNTY prior to commencement of the services under this contract. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance coverage required herein, CONTRACTOR will immediately notify COUNTY orally of the cancellation or restriction and will confirm the oral notification in writing within three days of notification by the insurance company to CONTRACTOR. [Exhibit H 9]
- E. CONTRACTOR may fulfill its obligations set forth in Sections A through D through a program of self insurance; provided that CONTRACTOR'S self insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that specified in Sections A through D. [Exhibit H 10]

ATTACHMENT B: CERTIFICATE REGARDING COMPLIANCE WITH SPECIFIC STATE AND FEDERAL REQUIREMENTS

In addition to the requirements of Attachment B, CONTRACTOR will comply with all applicable federal, state and local laws, administrative rules, ordinances, and regulations. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time. [Exhibit H 2]

1. Miscellaneous Federal Provisions.

CONTRACTOR will comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: [Exhibit F 5]

- A. Titles VI and VII of the Civil Rights Act of 1964, as amended, [Exhibit G 1]
- B. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, [Exhibit G 1]
- C. The Americans with Disabilities Act of 1990, as amended, [Exhibit G 1; G 12]
- D. Executive Order 11246, as amended, [Exhibit G 1]
- E. The Health Insurance Portability and Accountability Act of 1996, [Exhibit G 1]
- F. The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, [Exhibit G 1]
- G. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, [Exhibit G 1]
- H. All regulations and administrative rules established pursuant to the foregoing laws, [Exhibit G 1]
- I. All other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, [Exhibit G 1]
- J. All federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. [Exhibit G 1]
- K. Federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64), [Exhibit G 8]
- L. The Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.). [Exhibit G 13]

These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 USC 14402. [Exhibit G 1]

2. Miscellaneous State Provisions.

CONTRACTOR will comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: [Exhibit F 5]

- A. All applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; [Exhibit F 5]
- B. All state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by the STATE related to Community Mental Health Programs; [Exhibit F 5]
- C. All state laws requiring reporting of Client abuse [Exhibit F 5]
- D. CONTRACTOR will, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279.545(4)), recycled PETE products (as defined in ORS 279.545(5)), and other recycled products (as "recycled product" is defined in ORS 279.545(6)). [Exhibit F 5]
- E. All employers, including CONTRACTOR, that employ subject workers who provide Services in the State of Oregon will comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. [Exhibit F 5]
- F. CONTRACTOR must maintain applicable licenses from the State Department of Human Services (ORS 443.410 and 443.725) in order to continue contracting for services through the COUNTY.
- G. CONTRACTOR will comply with those provisions of ORS 181.536 et seq. and OAR 309-018-0190 regarding criminal record checks, which apply to their programs. [County requirement]
- H. CONTRACTOR will comply with those provisions of ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. [Exhibit F 5]

These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. COUNTY'S performance under this Contract is conditioned upon CONTRACTOR'S compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and ORS 279.334 (8), which are incorporated by reference herein. [Exhibit F 5]

3. **Clean Air, Clean Water, EPA Regulations.**

If this Contract, including amendments, exceeds \$100,000 then CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations will be reported to the Department, HHS and the appropriate Regional Office of the Environmental Protection Agency. CONTRACTOR will include in all sub-contracts with Providers receiving more than \$1000,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section. [Exhibit G 3]

4. **Energy Efficiency.**

CONTRACTOR will comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163). [Exhibit G 4]

5. **Truth in Lobbying.**

CONTRACTOR certifies, to the best of the CONTRACTOR'S knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the CONTRACTOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. CONTRACTOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Exhibit G, 5]

6. **HIPAA Compliance.**

If the Services funded in whole or in part with financial assistance provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), CONTRACTOR agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Contract are covered by HIPAA. CONTRACTOR will comply and cause all Providers to comply with the following:

- A. **Privacy and Security Of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information

relating to specific individuals may be exchanged between CONTRACTOR, COUNTY, and STATE for purposes directly related to the provision of services to Clients that are funded in whole or in part under this Contract. However, CONTRACTOR will not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the STATE Privacy Rules, OAR 410-014-0000 *et. seq.*, or the STATE Notice of Privacy Practices, if done by STATE. A copy of the most recent STATE Notice of Privacy Practices is posted on the STATE web site at <http://www.dhs.state.or.us/admin/hipaa/project/privforms.htm>, or may be obtained from STATE.

B. Data Transactions Systems. If CONTRACTOR intends to exchange electronic data transactions with COUNTY or STATE in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, CONTRACTOR will execute an EDI Trading Partner Contract with COUNTY and STATE and will comply with the STATE EDI Rules.

C. Consultation and Testing. If CONTRACTOR reasonably believes that the CONTRACTOR'S, COUNTY'S or STATE'S data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, CONTRACTOR will promptly consult the COUNTY'S HIPAA officer. CONTRACTOR, COUNTY, or STATE may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the STATE'S testing schedule. [Exhibit G 6]

7. Resource Conservation and Recovery.

CONTRACTOR will comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 *et. seq.*). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253. [Exhibit G 7]

8. Debarment and Suspension.

A. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

B. CONTRACTOR will not permit any subcontract with a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold will provide the required certification regarding their exclusion status and that of their principals prior to award. [Exhibit G 10]

9. Medicaid Compliance.

To the extent CONTRACTOR provides any Service whose costs are paid in whole or in part by Medicaid, CONTRACTOR will comply with the federal and state Medicaid statutes and regulations applicable to the Service, including but not limited to:

A. Keeping such records as may be necessary to disclose the extent of services furnished to Clients and, upon request, furnish such records or other information to COUNTY, STATE, the Medicaid Fraud Control Unit of the Oregon Department of Justice and the Secretary of Health and Human Services;

B. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;

C. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and

D. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

CONTRACTOR will include in all contracts with Providers receiving Medicaid, language requiring the Provider to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section. [Exhibit G 11]

#1

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: Jan 6th 2005

SUBJECT: Darry center

AGENDA NUMBER OR TOPIC: Public Comment

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Molly Malone

ADDRESS: 6422 SE 17th

CITY/STATE/ZIP: Portland, OR 97202

PHONE: DAYS: 503.348.2335 EVES: same

EMAIL: malone-molly@hotmail.com FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Hi, my name is Molly Malone and for the past eight months I have worked as a child and adolescent treatment specialist at the Parry Center for Children. First I would like to thank all of you for everything you've done to try to and encourage a positive and fair settlement regarding the Parry Center Strike, your help has been greatly appreciated by all of the striking workers, and I hope we can continue to count on your support in the future.

Working at the Parry Center was my first job after graduating from college. I work on the SCIP unit which serves the most emotionally disturbed kids in the state. I saw within the first couple of weeks how badly the children there needed, more than anything, someone they could count on, and unfortunately I saw that in most cases the staff at the Parry Center was the most consistent thing in their lives. This was the case even though most of them couldn't even name half of the staff members that were taking care of them 24 hours a day, the staff was simply changing too much.

Within five months there was only one staff member on my end of the week with more seniority than me, and we worked opposite times of the day. What this means in a practical sense is that many times I would be leading a shift of six staff members, all of them having worked at the parry center less than five months, and we would be supervising 13-16 of the most emotionally disturbed children in the state of Oregon.

It is hard in the residential field to maintain a low staff turnover, but management needs to do what they can to keep it as low as possible, because staff turnover directly affects the quality of care that clients receive. The Parry Center has said they are concerned with a high turnover, and interested in keeping it low, yet the only thing I can think of that is worse than a high turnover rate would be for management to permanently replace all of the striking workers, and that is what they have done. It is hard to have control over whether your employees stay at their job or not, but to basically fire your employees for exercising their rights to organize, that is an inexcusable way to run any business, let alone a business in the mental health, residential field.

It is my belief that the Parry Center will continue to practice business in this unethical, and I'm sorry to say harmful way unless there is a significant reason not to. Sadly it seems that financial pressure is the only reason good enough for the Parry Center to change its ways on most things.

Commissioner Cruz shared with us a resolution you're working on regarding employees rights to organize. I, along with my fellow workers encourage you to pass this resolution. We feel it is a pivotal step in our road to a settlement with the Parry Center as well as a needed addition to any contract you might enter into in the future. Companies must be willing to stay neutral in regards to their employees right to organize. Thank you very much for your time.

#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 1-6-05

SUBJECT: Animal Control

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Thomas Buchholz

ADDRESS: 109 10th St.

CITY/STATE/ZIP: Oregon City Ore

PHONE: DAYS: 503-650-1884 EVES: same

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Thomas Buchholz
Public Comment

January 4, 2005

Michael D. Schrunk
District Attorney for Multnomah County
1021 SW Fourth Avenue - Room 600
Portland, OR 97204-1193

Dear Mr. Schrunk:

It's been about a year since I was informed by your Administrative Assistant that you would not be answering any more of my letters, "The office will not be giving you any more free law lessons."

I knew it was only a matter of time before history would repeat itself. What I needed was a high-profile case, not like mine, which only involved one animal. That case is the removal of 43 cats and 24 dogs from Victoria Lovvorn's home.

Like Ms. Lovvorn, I was issued a citation for physical mistreatment of an animal by Multnomah County Animal Control. Unlike Ms. Lovvorn, whose case was heard in front of a Multnomah County Hearings Officer, my case was tried in the District Court for the State of Oregon.

Multnomah County Code (MCC) 13.305(B)(8) Physical mistreatment of any animal by abuse or neglect or failure to furnish minimum care.

MCC 13.999(A)(1) Class A infractions.

MCC 13.999(A)(1)(d) Section 13.305(B)(7) - (B)(9), (B)(11) - (B)(15).

MCC 13.306(C) Any enforcement action for a Class A infraction...(My comment: Looks like a lawyer tripped over his tongue); (2) Be a substantial risk to the care and treatment of the subject animal(s) shall be brought in the state court as provided under ORS 203.810 and ORS 30.315.

ORS 156.705 Jurisdiction over offenses against animals; Justices of the peace shall have concurrent jurisdiction over all offenses committed under ORS 167.315 to 167.333 and 167.340.

Is MCC 13.305(B)(8) Physical mistreatment of any animal by abuse or neglect or failure to furnish minimum care an offense against the animals as defined in ORS 161.005 and ORS 161.505? Why wasn't Victoria Lovvorn's case tried in a state court?

Like Victoria Lovvorn's case, a search warrant wasn't issued to enter and remove my animal from private property.

MCC 13.505 Impoundment (F)(1) Whenever a person in possession of an animal... refuses to voluntarily release said animal... the director shall determine the need to procure the animal's immediate impoundment... (2) A limited search warrant authorized under this section shall be sought by the division after the director has determined the animals immediate impoundment is necessary... (3) The director shall request the assistance of the Sheriff to procure and execute the limited search warrant. The Sheriff shall prepare the application of the warrant including the affidavit in support thereof...

Why wasn't a search warrant served to remove Victoria Lovvorn's animals from private property?

This letter is not really about answering the questions. I'm sure you'll have to agree with me that there are many irregularities in the way the state laws are enforced. This letter is to ask for a letter from your office addressed to the Governor requesting an independent task force to study how the Oregon State criminal code, as it pertains to animals, is being interpreted and enforced by the various law enforcement agencies and animal care agencies.

As the Oregon State Legislature is convening soon, please reply within 10 days to 109 10th Street, Oregon City, OR 97045 so I can present the letter to the Governor.

Sincerely,

**Tom Buchholz
109 10th Street
Oregon City, OR 97045**

7004 0750 0003 1601 2776

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™



NewsBank InfoWeb

Oregonian, The (Portland, OR)

ANIMALS REMOVED AFTER COMPLAINTS

Oregonian, The (Portland, OR)

October 10, 2004

Author: ERIC MORTENSON - The Oregonian

Estimated printed pages: 2

Summary: Officers take 43 cats and 24 dogs out of squalid conditions in a Southeast Portland home **After** six months of trying to resolve **complaints** of odor, noise and disease-ridden conditions, **animal** control officers and sheriff's deputies **removed** 43 cats and 24 dogs from a Southeast Portland home.

Officers described conditions at 11730 S.E. Salmon St. as "completely inadequate," with dogs and cats kept in makeshift enclosures in bedrooms, the kitchen and the carport and outside the home.

The **animals** were **removed** Thursday and taken to the Multnomah County **animal** shelter in Troutdale, where they are being examined and treated by veterinarians. Many of the **animals** had fleas, ear mites, ringworm or intestinal parasites, said Mike Oswald, Multnomah County **Animal** Services director. At least 25 of the cats examined so far were pregnant, he said.

None of the **animals** appeared to have life-threatening diseases, he said.

The owner, Victoria L. Lovvorn, 52, at one time held a county license to breed and sell pets. The license expired in August, and she was attempting to regain a license.

County **animal** officers issued Lovvorn citations on failing to provide proper care and facilities. The dogs and cats will remain at the county shelter pending the outcome of an administrative hearing on the alleged infractions and on the impoundment order that authorized removal of the **animals**.

Oswald said the **animals** will be available for adoption if they are not returned to Lovvorn. Taking in that many cats and dogs strained the shelter's capacity, but he said other **animal** care facilities in the metro area helped by taking in healthy, adoptable **animals** that had been at the Troutdale shelter.

County **animal** officers have been working with Lovvorn since April, when an **animal** cruelty **complaint** was filed against her. Oswald said some people who bought dogs or cats from Lovvorn complained that they had fleas or were sick.

Edition: SUNRISE

Section: LOCAL STORIES

Page: C06

Index Terms:

ANIMAL CRUELTY

Local

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Record Number: 0410090208

NewsBank InfoWeb

Oregonian, The (Portland, OR)

WOMAN IS FINED, TOLD NOT TO HAVE PETS

Oregonian, The (Portland, OR)

December 2, 2004

Author: STUART TOMLINSON - The Oregonian

Estimated printed pages: 2

Summary: Animal control removed 43 cats and 24 dogs from Victoria **Lovvorn's** home and cited her with neglect

"This is the largest case that we've dealt with in at least the last 12 years." -- JOHN ROWTON, MANAGER OF THE MULTNOMAH COUNTY ANIMAL SHELTER IN TROUTDALE

A Southeast Portland woman cited in October on numerous animal neglect charges by Multnomah County Animal Services has been fined and prohibited from owning animals for two years.

John Rowton, manager of the county's animal shelter in Troutdale, said 52-year-old Victoria **Lovvorn** has been ordered to pay a \$700 fine. A hearings officer on Nov. 24 affirmed citations against **Lovvorn** for physical mistreatment of animals and failing to provide proper shelter for them.

After six months of trying to resolve complaints of odor, noise and disease-ridden conditions, animal control officers and sheriff's deputies on Oct. 7 removed 43 cats and 24 dogs from **Lovvorn's** house in the 11700 block of Southeast Salmon Street.

Animal services officers described conditions there as "completely inadequate," with dogs and cats kept in makeshift enclosures in bedrooms, the kitchen, the carport and outside the home.

Rowton said animal services is in the process of finding homes for 55 of the animals seized -- 39 cats and 16 dogs. Twelve of the cats were euthanized because of poor health. Many of the animals had fleas, ear mites, ringworm or intestinal parasites, officials said.

"This is the largest case that we've dealt with in at least the last 12 years," Rowton said. "This represents half our capacity for cats and a quarter of our capacity for adoptable dogs."

Rowton said other agencies in the area helped care for some of the animals during their rehabilitation.

"They are without question special-needs animals," he said. "Some have upper respiratory infections and teeth problems. The dogs are under-socialized and very fearful of human contact."

Anyone interested in adopting the cats or dogs can call Multnomah County Animal Services at 503-988-7387 or visit www.multcopets.org.

Stuart Tomlinson: 503-294-5940; stuarttomlinson@news.oregonian.com

Edition: SUNRISE

Section: EAST ZONER

Page: B03

Index Terms:

NewsBank InfoWeb

Oregonian, The (Portland, OR)

PORTLAND WOMAN SEEKS RETURN OF HER ANIMALS

Oregonian, The (Portland, OR)

December 8, 2004

Author: STUART TOMLINSON - The Oregonian

Estimated printed pages: 3

Summary: Victoria **Lovvorn**, who was cited on accusations that she mistreated pets, asks a court to reverse county actions

"Wouldn't it have made more sense to work with me? I would have done anything they asked me to do. They've used every means to run me out of the county." -- VICTORIA **LOVVORN**,

ABOUT OFFICIALS' TACTICS IN THE PROCESS OF TAKING 67 DOGS AND CATS FROM HER HOME

A Southeast Portland woman cited on animal-neglect charges by Multnomah County Animal Services last month is challenging the findings of the hearings officer and seeking a judgment against Multnomah County.

On Nov. 24, a hearings officer affirmed citations against 52-year-old Victoria **Lovvorn** on allegations of physical mistreatment of animals and failing to provide proper shelter for them. The officer ordered her to pay a \$700 fine.

Lovvorn's attorney, Robert Babcock, filed the legal challenge Monday in Multnomah County Circuit Court.

"We're challenging the lawfulness of the entire process," Babcock said, adding that he would also challenge the validity of the hearings officer's findings.

In the complaint, **Lovvorn** is asking that the order to impound her animals be vacated, and that her animals be returned or that she be paid for those that are not returned. She is also asking for attorney fees and that the county statute used to deny her a license to raise "companion pets" be declared invalid.

After six months of trying to resolve complaints of odor, noise and disease-ridden conditions, animal-control officers and sheriff's deputies on Oct. 7 removed 43 cats and 24 dogs from **Lovvorn's** house in the 11700 block of Southeast Salmon Street.

Twelve of the cats were euthanized because of poor health. Many of the animals had fleas, ear mites, ringworm or intestinal parasites, officials said. The remaining animals are up for adoption.

Animal-services officers described conditions at **Lovvorn's** house as "completely inadequate," with dogs and cats kept in makeshift enclosures in bedrooms, the kitchen, the carport and outside the home.

Babcock said the county is asking for more than \$30,000 from **Lovvorn** for the boarding and care of the animals seized from her home.

Lovvorn said animal-services officials employed "dirty tactics" when dealing with her and refused to work with her to find a solution.

"Wouldn't it have made more sense to work with me?" she said. "I would have done anything they asked me to do. They've used every means to run me out of the county."

Lovvorn said she spent thousands of dollars on veterinarian care for the animals, including medicines and treatments for ear mites, fleas and diarrhea. In addition, she said, she lavished the animals with love and special treats, including baking a fresh turkey each week for the animals and giving them their own TV and VCR to watch movies.

"I was with them day in and day out, 24 hours a day," she said.

Lovvorn acknowledged that her home, which she has been remodeling for some time, "was not in the best shape."

John Rowton, manager of the county's animal shelter in Troutdale, said the hearings officer's findings would be forwarded to the judge assigned to hear **Lovvorn's** appeal. He said **Lovvorn** would not be able to present evidence during a review of the hearings officer's findings, which is separate from her complaint against the county. Rowton said the judge will determine whether the hearings officer followed the law when affirming the charges against **Lovvorn**.

Babcock said **Lovvorn** would be able to present evidence and depositions on the second part of the complaint that pertains to relief for his client.

Stuart Tomlinson: 503-294-5940; stuarttomlinson@news.oregonian.com

Edition: SUNRISE

Section: EAST ZONER MID COUNTY PORTLAND PAGE C03: WEST, SOUTH, SOUTHWEST

Page: C02

Index Terms:

ANIMAL CRUELTY

Local

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Record Number: 0412080421

NewsBank InfoWeb

Oregonian, The (Portland, OR)

WOMAN TRIES TO FORCE RETURN OF HER PETS

Oregonian, The (Portland, OR)

December 9, 2004

Author: STUART TOMLINSON - The Oregonian

Estimated printed pages: 2

Summary: Victoria **Lovvorn**, who was cited on accusations that she mistreated pets, asks a court to reverse county actions

A Southeast Portland woman cited on animal-neglect charges by Multnomah County Animal Services last month is challenging the findings of the hearings officer and seeking a judgment against Multnomah County.

On Nov. 24, a hearings officer affirmed citations against 52-year-old Victoria **Lovvorn** on allegations of physical mistreatment of animals and failing to provide proper shelter for them. The officer ordered her to pay a \$700 fine.

Lovvorn's attorney, Robert Babcock, filed the legal challenge Monday in Multnomah County Circuit Court.

"We're challenging the lawfulness of the entire process," Babcock said, adding that he would also challenge the validity of the hearings officer's findings.

In the complaint, **Lovvorn** is asking that the order to impound her animals be vacated, and that her animals be returned or that she be paid for those that are not returned. She also is asking for attorney fees and that the county statute used to deny her a license to raise "companion pets" be declared invalid.

After six months of trying to resolve complaints of odor, noise and disease-ridden conditions, animal-control officers and sheriff's deputies on Oct. 7 removed 43 cats and 24 dogs from **Lovvorn's** house in the 11700 block of Southeast Salmon Street.

Twelve of the cats were euthanized because of poor health. Many of the animals had fleas, ear mites, ringworm or intestinal parasites, officials said. The remaining animals are up for adoption.

Animal-services officers described conditions at **Lovvorn's** house as "completely inadequate," with dogs and cats kept in makeshift enclosures in bedrooms, the kitchen, the carport and outside the home.

Babcock said the county is asking for more than \$30,000 from **Lovvorn** for the boarding and care of the animals seized from her home.

Lovvorn said animal-services officials employed "dirty tactics" when dealing with her and refused to work with her to find a solution.

"Wouldn't it have made more sense to work with me?" she said.

Lovvorn said she spent thousands of dollars on veterinarian care for the animals, including medicines and treatments for ear mites, fleas and diarrhea. In addition, she said, she lavished the animals with love

and special treats, including baking a fresh turkey each week for the animals and giving them their own TV and VCR to watch movies.

"I was with them day in and day out, 24 hours a day," she said.

Lovvorn acknowledged that her home, which she has been remodeling for some time, "was not in the best shape."

John Rowton, manager of the county's animal shelter in Troutdale, said the hearings officer's findings would be forwarded to the judge assigned to hear **Lovvorn's** appeal. He said **Lovvorn** would not be able to present evidence during a review of the hearings officer's findings, which is separate from her complaint against the county.

Babcock said **Lovvorn** would be able to present evidence and depositions on the second part of the complaint that pertains to relief for his client.

Stuart Tomlinson: 503-294-5940; stuarttomlinson@news.oregonian.com

Edition: NORTHWEST FINAL

Section: NORTHWEST

Page: D02

Index Terms:

ANIMAL CRUELTY

Local

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Record Number: 0412090221

ANIMAL CONTROL CITATION

ORIGINAL COMPLAINT

AC 78642

In the District Court of the State of Oregon for Multnomah County

STATE OF OREGON
MULTNOMAH COUNTY
CITY OF PORTLAND

The Undersigned Certifies and Says:

That on the 23 day of July, 1991 at About 5:35 O'Clock PM,
NAME BUCHHOLZ THOMAS IVAN
Last First Middle
RES. ADDR. 8430 SE DUKE PHONE 850-1840
CITY PORTLAND STATE OR ZIP 97266
BUS. ADDR. _____ CITY _____
OCCUPATION _____ S.S. NO. _____
DR. LIC. # 1200270 DOB 1-3-49 SEX M
RACE C HT. 6'1" WT. 225 HAIR _____ EYES _____
I.D. FEATURES _____

At the Following Location 8430 SE Duke St Portl
did then and there own an animal described as rott tyaka
Male Adult Blk (Brown in color)

AND DID UNLAWFULLY VIOLATE: Port Ord 13.11.050 B 9

- BY: Permitting an animal to become at large.
- Keeping an unlicensed animal.
- Potentially dangerous dog behavior level.
- Other Physically mistreat an Animal

Served By Larry D Cull #11853 Date 7-27-91 Time 1:50
The foregoing statements are true as I verily believe and as personally-observed by myself.

7-23-91 Date _____
[Signature] #11853 OFFICER COMPLAINTANT PRIVATE PARTY
Sworn to before me this 3 day of Aug, 1991
Clerk of the District Court

APPEAR IN COURT
By Larry D Cull Deputy #11853

AT 830A M ON 26 Day of Aug, 1991 BAIL
*DISTRICT COURT RM. 110 1021 S.W. 4th Ave., Port., OR
DISTRICT COURT 150 W. Powell, Gresham, OR \$ 110.00

IMPORTANT NOTICE:
This complaint will be filed in the Court indicated.
Failure to comply with the instructions on the reverse side of this citation and complaint may result in a warrant being issued for your arrest.

DISPOSED
FILE AUG 13 1991

§ 13.305 Duties Of Owners.

(A) For the purposes of this section, unless otherwise limited, the owner is ultimately responsible for the behavior of the animal regardless of whether the owner or another member of the owner's household or a household visitor permitted the animal to engage in the behavior that is the subject of the violation.

(B) It is unlawful for any person to commit any of the following:

- (1) Permit an animal to be an animal at large;
- (2) Permit an animal to trespass upon property of another;
- (3) Fail to comply with requirements of this chapter that apply to the keeping of an animal or dangerous animal or any facility where such animals are kept;
- (4) Permit a dog in season (estrus) to be accessible to a male dog not in the person's ownership except for intentional breeding purposes;
- (5) Permit any animal unreasonably to cause annoyance, alarm or noise disturbance to any person or neighborhood by barking, whining, screeching, howling, braying or other like sounds which may be heard beyond the boundary of the owner's or keeper's property under conditions wherein the animal sounds are shown to have occurred either as an episode of continuous noise lasting for a minimum period of ten minutes or repeated episodes of intermittent noise lasting for a minimum period of thirty minutes. It shall be an affirmative defense under this subsection that the animal was intentionally provoked by a party other than the owner to make such noise. Provided, 13.305(B)(5) shall not be applicable to any lawful livestock owner or keeper; kennel or similar facility, wherein the presence of livestock or the operation of a kennel or similar facility is authorized under the applicable land use and zoning laws and regulations;
- (6) Leave an animal unattended for more than 24 consecutive hours without minimum care;
- (7) Deprive an animal of proper facilities or care, including but not limited to the items prescribed in § 13.153. Proper shelter must provide protection from the weather and is maintained in a condition to protect the animals from injury;
- (8) Physically mistreat any animal either by abuse or neglect or failure to furnish minimum care;
- (9) Permit any animal to leave the confines of any officially prescribed quarantine area;
- (10) Permit any dog to engage in any of the behaviors described in § 13.401(A) or (B);
- (11) Permit any dog to engage in any of the behaviors described in § 13.401(C) through (D); or
Permit any dog to engage in the behavior described in § 13.402.
- (13) Harbor a dangerous or exotic animal that is not otherwise exempted under § 13.154. Provided, any person who owns or is keeping a dangerous or exotic animal on the effective date of this chapter in that person's jurisdiction shall have 180 days from the effective date to provide for the animal's removal from the county or other lawful disposition.
- (14) Except as provided under MCC 13.300(B) (2), permit any dog to be tethered for more than 10 hours in a 24-hour period.
- (15) Notwithstanding MCC 13.305 (B) (14), permit any dog to be tethered in a manner or method that allows the animal to become entangled for a period of time detrimental to the animal's well being.

(C) For the purpose of this section, OWNER shall mean either owner or keeper as defined in this chapter.

(D) Notwithstanding § 13.305(B)(10), (11) and (12), any dog that has been found to have engaged in behaviors as described at §§ 13.401 and 13.402 shall be classified, regardless of whether it is established by preponderance of the evidence that the dog owner, keeper or other person permitted the dog to engage in the behavior. If in any such case it is not established by a preponderance of the evidence that the person cited permitted the dog to engage in the behavior, no fine shall be imposed against that person, but the dog owner or keeper shall be subject to all other restrictions and conditions lawfully imposed by the director or a hearings officer pursuant to § 13.404(B) and § 13.509(H) respectively and;

(1) In any case, wherein the citing officer or the director based upon his or her investigation and review of such case, determines there is insufficient evidence to establish the responsible party permitted the dog to engage in the violative behavior, may in lieu of issuing a notice of infraction for violation of § 13.305(B) (10), (11) and (12) issue a notice of infraction citing this division and the specific division of § 13.401 or 13.402 directly applicable to the dog's alleged behavior.

(2) Any notice of infraction issued pursuant to § 13.305(D)(1) shall not be subject to the imposition of a fine against the person cited, upon issuance or affirmation but that person shall be subject to all other restrictions and conditions lawfully imposed by the director or a hearings officer pursuant to § 13.404(B) and § 13.509(H) respectively.

Penalty, see § 13.999

(Ord. 986, Amended, 06/27/2002; Ord. 918, passed, 08/06/1998; '90 Code, § 8.10.190, 07/01/1998; Ord. 909, passed, 06/25/1998; Ord. 850, passed, 04/11/1996; Ord. 732, passed, 09/03/1992; Ord. 517, passed, 06/12/1986; Ord. 156, passed, 12/22/1977)

§ 13.999 Penalty.

(A) *Classification.* Violations of the provisions of this chapter shall be classified as provided below.

(1) *Class A infractions.* Violations of the following sections or divisions shall be Class A infractions:

- (a) Section 13.500;
- (b) Section 13.300;
- (c) Section 13.304;
- (d) Section 13.305(B)(7) - (B)(9), (B)(11) - (B)(15);
- (e) Section 13.307; and
- (f) Section 13.309.

(2) *Class B infractions.* Violations of the following sections or divisions of this chapter shall be Class B infractions:

- (a) Section 13.506(A)(3);
- (b) Section 13.301; and
- (c) Section 13.305(B)(3) - (B)(6), (B)(10).

(3) *Class C infractions.* Infractions of the following sections or divisions of this chapter shall be Class C infractions:

- (a) Section 13.101;
- (b) Section 13.303;
- (c) Section 13.305(B)(1), (B)(2); and
- (d) Section 13.308.

(4) *Other infractions.* Except as provided under §§ 13.306 and 13.307, any other violation of this chapter not listed in this division shall be a Class A infraction.

(B) *Fines.*

(1) *Class A infraction.* A fine for Class A infraction shall be no less than \$100 nor more than \$500 for a first offense. The fine for a second Class A infraction committed within 12 months from the date that the first offense was committed shall be no less than \$200, nor more than \$500. The fine for a third Class A infraction committed within 12 months from the date that the first offense was committed, the fine shall be not less than \$500.

(2) *Class B infraction.* A fine for Class B infraction shall be no less than \$50 nor more

than \$250 for a first offense. If the violator committed either a Class A or B infraction within the 12-month period immediately prior to the date of the second infraction, the fine shall be no less than \$100 nor more than \$250. If the violator has committed two or more Class A or B infractions within the 12-month period immediately prior to the date of the most recent notice of infraction for a Class B infraction, the fine shall be \$250.

(3) *Class C infraction.* A fine for a Class C infraction shall be no less than \$30 nor greater than \$150 for a first offense. If the violator has committed a Class A, B, or C infraction within the 12-month period immediately prior to the date of the second infraction, the fine shall be no less than \$50 nor more than \$150. If the violator has committed two or more Class A, B, or C infractions within the 12-month period immediately prior to the date of the most recent notice of infraction for a Class C infraction, (Ord. 156, passed 1977; Ord. 732, passed 1992; Ord. 773, passed 1993; Ord. 823, passed 1995; Ord. 850, passed 1996)

(C) *Facility operations violations.*

(1) The operation of a facility without a license for which licensing is required under §§ 13.150 through 13.153 shall be a Class A infraction, and, in addition, the director or hearings officer may order removal of the animals housed in the facility or allow the facility operator to find suitable homes for the animals within 30 days or to be impounded subject to § 13.505.

(2) The operation of a facility by a person holding a facility license under §§ 13.150 through 13.153, in violation of any provision of the license applicable to that license or to the care of the animals housed in the facility, shall be a Class A infraction; and in addition the director or hearings officer may order removal of any or all animals from the facility for impoundment subject to § 13.505 or allow the facility operator to find suitable homes for the animals within 30 days. (Ord. 156, passed 1977; Ord. 732, passed 1992; Ord. 850, passed 1996)

(D) *Additional conditions and restrictions.* In addition to the monetary civil penalties imposed for infractions of this chapter, and the regulations applicable under § 13.404, the director and the hearings officer shall have authority to order additional restrictions and conditions upon the party in violation, including but not limited to the following:

(1) Require the owner or keeper and animal to satisfactorily complete an obedience program approved by the director or hearings officer at owner's or keeper's expense;

(2) Require the owner or keeper to attend a responsible pet ownership program adopted or approved by the director or hearings officer, at the owner's or keeper's expense;

(3) Require the owner or keeper of an animal that unreasonably causes annoyance, as described in § 13.305, to keep the animal inside the owner or keeper's residence during hours specified by the director or hearings officer;

(4) Suspend the animal owner's or keeper's right to own or keep any animal in the county for a period of time specified by the director or hearings officer;

(5) Require the owner or keeper to have the animal surgically sterilized within a time period determined by the director or hearings officer; and

(6) Any other condition(s) that would reasonably abate the infraction.

(E) *Late payment penalties.* If a civil penalty is unpaid after 30 days, the fine then due shall be increased by 25% of the original amount; if the civil penalty is not paid after 60 days, the fine then due

shall be increased by 50% of the original amount.

(F) *Collection.* At the discretion of the director, any civil penalty(ies) not paid within 30 days from the date of issuance of the notice of infraction may be assigned to a collections agency for collection.

(Ord. 986, Amended, 06/27/2002; Ord. 918, passed, 08/06/1998; Ord. 909, passed, 06/25/1998; Ord. 850, passed, 04/11/1996; Ord. 823, passed, 06/29/1995; Ord. 773, passed, 07/22/1993; Ord. 732, passed, 09/03/1992; Ord. 156, passed, 12/22/1977)

§ 13.306 Violations; Notice Of Infraction.

(A) The failure to comply with any conditions or restrictions lawfully imposed pursuant to a notice of infraction or director's decision not otherwise stayed under § 13.510 is a violation of this chapter. Failure to pay the civil fine shall be an infraction under this section. A notice of infraction issued under this section for failure to comply shall be of the same classification as the original infraction. The first notice of infraction issued under this section shall not be construed as a second offense under § 13.999.

(B) Except as provided in division (C) of this section, all enforcement actions under this section shall be brought before a hearings officer.

(C) Any enforcement action for a Class A infraction failure to comply wherein the circumstances of the failure to comply by the party in violation are determined by the director to:

- (1) Be a substantial risk to public safety;
- (2) Be a substantial risk to the care and treatment of the subject animal(s); or
- (3) Be a failure to pay past-due fines on three or more infractions within a 12-month period;

shall be brought in the state court as provided under ORS 203.810 and ORS 30.315.

(D) Notwithstanding division (A) of this section, a notice of failure to comply issued under this section that is based solely on the failure to pay the annual classified dog fee under § 13.404 shall be a Class C infraction.

(E) In addition to any other remedies allowed by law, judgment may be entered under this section in state court against any person issued a citation under division (C) of this section by reason of that person failing to appear at the time and date set for arraignment or other required appearance provided that such judgment shall only be allowed if the notice of infraction served on the person contains a statement notifying the person that a monetary judgment may be entered against the person up to the maximum amount of fines, assessments, and other costs allowed by law for the infraction if the person fails to appear at the time, date and court specified in the notice of infraction or subsequent hearing notice from the court.

—Penalty, see § 13.999

(Ord. 918, passed, 08/06/1998; '90 Code, § 8.10.191, 07/01/1998; Ord. 909, passed, 06/25/1998; Ord. 850, passed, 04/11/1996; Ord. 773, passed, 07/22/1993; Ord. 732, passed, 09/03/1992)

Chapter 167

2003 EDITION

Offenses Against Public Health, Decency and Animals

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- 167.007 Prostitution
- 167.012 Promoting prostitution
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OBSCENITY AND RELATED OFFENSES

- 167.060 Definitions for ORS 167.060 to 167.095
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ORS § 161.005

OREGON REVISED STATUTES

Practitioner's Toolbox



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*** ANNOTATIONS CURRENT THROUGH SEPTEMBER 30, 2004 ***

TITLE 16. CRIMES AND PUNISHMENTS
 CHAPTER 161. GENERAL PROVISIONS
 PRINCIPLES

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ORS § 161.005 (2003)

161.005. Short title.

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HISTORY: 1971 c.743 § 1; 1979 c.476 § 1; 1983 c.740 § 25; 1983 c.792 § 1; 1985 c.366 § 2; 1985 c.557 § 9; 1985 c.662 § 10; 1985 c.755 § 1; 1989 c.982 § 3; 1989 c.1003 § 5; 2003 c.383 § 3

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- [Criminal Law & Procedure > Criminal Offenses](#)
- [Criminal Law & Procedure > Criminal Offenses > Miscellaneous Offenses > Adultery, Bigamy & Related Crimes](#)
- [Criminal Law & Procedure > Juries & Jurors > Province of Court & Jury](#)
- [Criminal Law & Procedure > Evidence > Expert Testimony](#)
- [Family Law > Divorce, Dissolution & Spousal Support > Grounds for Divorce & Dissolution](#)

[Criminal Law & Procedure > Criminal Offenses](#)

1. The Oregon Criminal Code of 1971, Or. Rev. Stat. § 161.005 et seq., sought to create a uniform system for determining offense classifications and culpability requirements. State v. Buttrey, 293 Or. 575, 651 P.2d 1075, 1982 Ore. LEXIS 1027 (1982).

[Criminal Law & Procedure > Criminal Offenses > Miscellaneous Offenses > Adultery, Bigamy & Related Crimes](#)

2. The Oregon Criminal Code of 1971, Or. Rev. Stat. § 161.005 et seq., does not define as offenses such acts as adultery, fornication, and lewd co-habitation. In re Marriage of Vann, 24 Or. App. 31, 544 P.2d 175, 1976 Ore. App. LEXIS 2241 (1976).

[Criminal Law & Procedure > Juries & Jurors > Province of Court & Jury](#)

3. The new Oregon Criminal Code, 1971 Oregon Laws, c. 743, does not change the law that says that the trier of fact is not bound to accept the opinion of any expert. State v. Siens, 12 Or. App. 97, 504 P.2d 1056, 1973 Ore. App. LEXIS 992 (1973).

[Criminal Law & Procedure > Evidence > Expert Testimony](#)

4. The new Oregon Criminal Code, 1971 Oregon Laws, c. 743, does not change the law that says that the trier of fact is not bound to accept the opinion of any expert. State v. Siens, 12 Or. App. 97, 504 P.2d 1056, 1973 Ore. App. LEXIS 992 (1973).

[Family Law > Divorce, Dissolution & Spousal Support > Grounds for Divorce & Dissolution](#)

5. The Oregon Criminal Code of 1971, Or. Rev. Stat. § 161.005 et seq., does not define as offenses such acts as adultery, fornication, and lewd co-habitation. In re Marriage of Vann, 24 Or. App. 31, 544 P.2d 175, 1976 Ore. App. LEXIS 2241 (1976).

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ORS § 161.505

OREGON REVISED STATUTES

*** THIS DOCUMENT IS CURRENT THROUGH THE 2003
 REGULAR SESSION OF THE 72ND LEGISLATIVE ASSEMBLY

*** ANNOTATIONS CURRENT THROUGH SEPTEMBER 30,
 2004 ***

TITLE 16. CRIMES AND PUNISHMENTS CHAPTER 161. GENERAL PROVISIONS CLASSES OF OFFENSES

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ORS § 161.505 (2003)

161.505. "Offense" described.

An offense is conduct for which a sentence to a term of imprisonment or to a fine is provided by any law of this state or by any law or ordinance of a political subdivision of this state. An offense is either a crime, as described in [ORS 161.515](#), or a violation, as described in [ORS 153.008](#).

HISTORY: 1971 c.743 § 65; 1975 c.451 § 173; 1981 c.626 § 2; 1981 c.692 § 7; 1999 c.1051 § 43

LexisNexis (R) Notes:

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[Criminal Law & Procedure > Criminal Offenses](#)

1. "Offense," as that term is used in Or. Rev. Stat. § 161.005, may be a "crime," that is, it may be either a felony or a misdemeanor. State v. McCain, 193 Or. App. 623, 91 P.3d 760, 2004 Ore. App. LEXIS 675 (2004).
2. Speed racing is an offense under Or. Rev. Stat. § 161.505. City of Lake Oswego v. Ritchie, 82 Or. App. 434, 728 P.2d 882, 1986 Ore. App. LEXIS 4119 (1986).
3. Nothing can be inferred from the fact that an offense to which defendant pleads guilty is referred to as a "traffic offense," rather than as a "traffic crime" because under Or. Rev. Stat. § 161.505, an offense is either a crime, a violation, or an infraction. State v. McGilchrist, 294 Or. 473, 657 P.2d 681, 1983 Ore. LEXIS 974 (1983).
4. An offense inside or outside the Oregon Criminal Code is a violation if it is so designated or if it is punishable only by a fine, forfeiture, or other civil penalty. State v. Smith, 51 Or. App. 223, 625 P.2d 1321, 1981 Ore. App. LEXIS 2501 (1981).
5. Where the facts alleged constitute an offense, it is immaterial whether the offense charged was a violation or a strict liability crime. State v. Von Eil Eyerly, 37 Or. App. 399, 587 P.2d 1039, 1978 Ore. App. LEXIS 2228 (1978).

[Criminal Law & Procedure > Criminal Offenses > Controlled Substances > Possession of Controlled Substances](#)

6. Possession of less than one ounce of marijuana is statutorily defined as a violation, rather than a crime. State v. Tallman, 76 Or. App. 715, 712 P.2d 116, 1985 Ore. App. LEXIS 4283 (1985).
7. Or. Rev. Stat. § 161.505 defines "offense." The possession of less than one ounce of marijuana (Or. Rev. Stat. § 475.992(4)(f)) is an offense. State v. Flores, 68 Or. App. 617, 685 P.2d 999, 1984 Ore. App. LEXIS 3385 (1984).
8. Violations at trial are treated in the same way as felonies and misdemeanors, and there is no reason to change the procedure, when the occasion arises, to instruct on lesser included offenses. Thus, where a defendant was convicted of possession of marijuana in a quantity exceeding one ounce, which was a felony or misdemeanor under former Or. Rev. Stat. § 167.207(2), and there was evidence from which the jury could have found that the defendant possessed less than one ounce of marijuana, which is a violation under former Or. Rev. Stat. § 167.207(3), the jury could have been instructed on the elements of the violation of possession of less than one ounce. State v. Rafal, 21 Or. App. 114, 533 P.2d 1397, 1975 Ore. App. LEXIS 1343 (1975).

 [Criminal Law & Procedure > Criminal Offenses > Miscellaneous Offenses](#)

9. Where defendant missed two court appearances concerning his pretrial diversion in a DUII case, he was properly convicted of two counts of second-degree failure to appear; the diversion agreement did not stay the DUII charges themselves and that, as a result, defendant's failure to appear was in fact in connection with a "criminal offense" as that term is used in Or. Rev. Stat. § 161.505. State v. McCain, 193 Or. App. 623, 91 P.3d 760, 2004 Ore. App. LEXIS 675 (2004).

 [Criminal Law & Procedure > Criminal Offenses > Miscellaneous Offenses > Contempt](#)

10. Because acts of contempt are punishable under former Or. Rev. Stat. § 33.020 (now Or. Rev. Stat. § 33.045) with fines or imprisonment, they are offenses within the meaning of Or. Rev. Stat. § 161.505. State ex rel. Hathaway v. Hart, 70 Or. App. 541, 690 P.2d 514, 1984 Ore. App. LEXIS 4320 (1984).

11. Under Or. Rev. Stat. § 161.505, an offense is conduct for which sentence of imprisonment or a fine is provided by law. Under Or. Rev. Stat. § 131.005(6), a criminal action is an action at law by means of which a person is accused and tried for the commission of an offense; because contempt is punishable by fine or imprisonment, it is an offense under Or. Rev. Stat. § 161.505, and because contempt proceedings are actions by means of which a person is accused and tried for the commission of an offense, they are criminal actions that entitle a defendant to certain rights of criminal due process. State ex rel. Hathaway v. Hart, 70 Or. App. 541, 690 P.2d 514, 1984 Ore. App. LEXIS 4320 (1984).

 [Criminal Law & Procedure > Criminal Offenses > Property Crimes > Larceny & Theft](#)

12. Where defendant was convicted of multiple theft offenses, it was permissible to sentence him on each offense. State v. Callaghan, 33 Or. App. 49, 576 P.2d 14, 1978 Ore. App. LEXIS 3218 (1978).

 [Criminal Law & Procedure > Criminal Offenses > Vehicular Crimes](#)

13. Traffic infraction is an offense, so an action by which a person is accused and tried for such an offense is a criminal action. City of Pendleton v. Elk, 137 Or. App. 513, 905 P.2d 237, 1995 Ore. App. LEXIS 1481 (1995).

 [Criminal Law & Procedure > Criminal Offenses > Vehicular Crimes > Traffic Rules & Regulations](#)

14. Violations are not crimes. Under Or. Rev. Stat. § 161.505, an offense is either a crime, a violation, or a traffic infraction. State v. Stroup, 290 Or. 185, 620 P.2d 1359, 1980 Ore. LEXIS 1236 (1980).

 [Criminal Law & Procedure > Accusatory Instruments > Complaints](#)

15. Uniform Game Citation issued against the defendant alleging that he was hunting with a rifle during elk season without appropriate tags, which did not allege a culpable mental state, stated facts sufficient to constitute an offense, which is defined in Or. Rev. Stat. § 161.505 as

either a crime or a violation. State v. Barnhardt, 67 Or. App. 771, 680 P.2d 7, 1984 Ore. App. LEXIS 3008 (1984).

 [Criminal Law & Procedure > Accusatory Instruments > Indictments](#)

16. If the facts alleged constitute an offense as defined in Or. Rev. Stat. § 161.505, an accusatory instrument is not subject to demurrer for failure to plead a culpable mental state. However, a defendant cannot be given a sentence of confinement if the accusatory instrument alleges only a violation. City of Portland v. Tuttle, 62 Or. App. 62, 659 P.2d 1010, 1983 Ore. App. LEXIS 2408 (1983).

 [Criminal Law & Procedure > Trials > Defendant's Rights > Right to Due Process](#)

17. Under Or. Rev. Stat. § 161.505, an offense is conduct for which sentence of imprisonment or a fine is provided by law. Under Or. Rev. Stat. § 131.005(6), a criminal action is an action at law by means of which a person is accused and tried for the commission of an offense; because contempt is punishable by fine or imprisonment, it is an offense under Or. Rev. Stat. § 161.505, and because contempt proceedings are actions by means of which a person is accused and tried for the commission of an offense, they are criminal actions that entitle a defendant to certain rights of criminal due process. State ex rel. Hathaway v. Hart, 70 Or. App. 541, 690 P.2d 514, 1984 Ore. App. LEXIS 4320 (1984).

18. Violations of municipal penal offenses can be construed as crimes under the criminal code, and the Constitution requires certain fundamental due process protections similar to those required in criminal procedure where imprisonment can flow from conviction. Rutherford v. City of Klamath Falls, 19 Or. App. 103, 526 P.2d 645, 1974 Ore. App. LEXIS 699 (1974).

 [Criminal Law & Procedure > Jury Instructions > Particular Instructions > Lesser Included Offenses](#)

19. Violations at trial are treated in the same way as felonies and misdemeanors, and there is no reason to change the procedure, when the occasion arises, to instruct on lesser included offenses. Thus, where a defendant was convicted of possession of marijuana in a quantity exceeding one ounce, which was a felony or misdemeanor under former Or. Rev. Stat. § 167.207(2), and there was evidence from which the jury could have found that the defendant possessed less than one ounce of marijuana, which is a violation under former Or. Rev. Stat. § 167.207(3), the jury could have been instructed on the elements of the violation of possession of less than one ounce. State v. Rafal, 21 Or. App. 114, 533 P.2d 1397, 1975 Ore. App. LEXIS 1343 (1975).

 [Criminal Law & Procedure > Sentencing](#)

20. Violation is not a crime. It is not an offense for which a sentence of imprisonment is authorized. State v. Baldwin, 76 Or. App. 723, 712 P.2d 120, 1985 Ore. App. LEXIS 4282 (1985).

 [Criminal Law & Procedure > Sentencing > Consecutive Sentences](#)

21. The definition of "offense" in Or. Rev. Stat. § 161.505 does not permit separate

convictions and separate sentences for the several offenses committed during a single criminal episode; instead, a policy of rationality and proportionality should be applied in the sentencing of a multiple offender. State v. Garcia, 288 Or. 413, 605 P.2d 671, 1979 Ore. LEXIS 1442 (1980).

 [Criminal Law & Procedure > Sentencing > Imposition > Procedures](#)

22. The definition of "offense" in Or. Rev. Stat. § 161.505 does not permit separate convictions and separate sentences for the several offenses committed during a single criminal episode; instead, a policy of rationality and proportionality should be applied in the sentencing of a multiple offender. State v. Garcia, 288 Or. 413, 605 P.2d 671, 1979 Ore. LEXIS 1442 (1980).

 [Criminal Law & Procedure > Sentencing > Multiple Convictions](#)

23. Where defendant was convicted of multiple theft offenses, it was permissible to sentence him on each offense. State v. Callaghan, 33 Or. App. 49, 576 P.2d 14, 1978 Ore. App. LEXIS 3218 (1978).

 [Governments > Legislation > Interpretation](#)

24. "Offense," as that term is used in Or. Rev. Stat. § 161.005, may be a "crime," that is, it may be either a felony or a misdemeanor. State v. McCain, 193 Or. App. 623, 91 P.3d 760, 2004 Ore. App. LEXIS 675 (2004).

25. Where defendant missed two court appearances concerning his pretrial diversion in a DUII case, he was properly convicted of two counts of second-degree failure to appear; the diversion agreement did not stay the DUII charges themselves and that, as a result, defendant's failure to appear was in fact in connection with a "criminal offense" as that term is used in Or. Rev. Stat. § 161.505. State v. McCain, 193 Or. App. 623, 91 P.3d 760, 2004 Ore. App. LEXIS 675 (2004).

 **Treatises and Analytical Materials:**

1. 1-4 Oregon Criminal Practice § 4.02, Chapter 4 ARREST, Oregon Criminal Practice.
2. 1-9 Oregon Criminal Practice § 9.04, Chapter 9 SEARCH WARRANTS, Oregon Criminal Practice.

 **Law Reviews:**

1. 75 Or. L. Rev. 829, COMMENT: Oregon's New Parental Responsibility Acts: Should Other States Follow Oregon's Trail?, Fall, 1996.

Source: [Legal > States Legal - U.S. > Oregon > Statutes & Regulations > OR - LexisNexis Oregon Annotated Statutes](#) 

TOC: [Oregon Revised Statutes Annotated > /.../ > CLASSES OF OFFENSES > 161.505. "Offense"](#)

Service: **Get by LEXSTAT®**

TOC: [Oregon Revised Statutes Annotated](#) > /.../ > [GENERALLY](#) > **153.008. Violations described.**

Citation: **ORCODE 153.008**

ORS § 153.008

OREGON REVISED STATUTES

*** THIS DOCUMENT IS CURRENT THROUGH THE 2003 REGULAR SESSION OF THE 72ND LEGISLATIVE ASSEMBLY ***

*** ANNOTATIONS CURRENT THROUGH SEPTEMBER 30, 2004 ***

TITLE 14. PROCEDURE IN CRIMINAL MATTERS GENERALLY
CHAPTER 153. VIOLATIONS AND TRAFFIC OFFENSES
VIOLATIONS
GENERALLY

◆ **GO TO OREGON REVISED STATUTES ARCHIVE DIRECTORY**

ORS § 153.008 (2003)

153.008. Violations described.

(1) Except as provided in subsection (2) of this section, an offense is a violation if any of the following apply:

(a) The offense is designated as a violation in the statute defining the offense.

(b) The statute prescribing the penalty for the offense provides that the offense is punishable by a fine but does not provide that the offense is punishable by a term of imprisonment. The statute may provide for punishment in addition to a fine as long as the punishment does not include a term of imprisonment.

(c) The offense is created by an ordinance of a county, city, district or other political subdivision of this state with authority to create offenses, and the ordinance provides that violation of the ordinance is punishable by a fine but does not provide that the offense is punishable by a term of imprisonment. The ordinance may provide for punishment in addition to a fine as long as the punishment does not include a term of imprisonment.

(d) The prosecuting attorney has elected to treat the offense as a violation for purposes of a particular case in the manner provided by [ORS 161.566](#).

(e) The court has elected to treat the offense as a violation for purposes of a particular case in the manner provided by [ORS 161.568](#).

(2) Conviction of a violation does not give rise to any disability or legal disadvantage based on conviction of a crime.

HISTORY: 1999 c.1051 § 3

Service: **Get by LEXSTAT®**

TOC: [Oregon Revised Statutes Annotated](#) > /.../ > [GENERALLY](#) > **153.008. Violations described.**

Citation: **ORCODE**

13.505 Impoundment.

(A) The director shall operate, maintain or provide for an adequate facility to receive, care for and safely confine any animal delivered to the director's custody under provisions of this chapter, which facility shall be accessible to the public during reasonable hours for the conduct of necessary business concerning impounded animals.

(B) Any animal may be impounded and held at the facility when it is the subject of a violation of this chapter, when an animal requires protective custody and care because of mistreatment or neglect by its owner or keeper or when otherwise ordered impounded by a court, a hearings officer, or the director.

(C) An animal shall be considered impounded from the time the director or the director's designee takes physical custody of the animal.

(D) Impoundment is subject to the following holding period and notice requirements:

(1) An animal bearing identification of ownership shall be held for 144 hours from time of impoundment. The director shall make reasonable effort by phone to give notice of the impoundment to owner or keeper and, if unsuccessful, shall mail written notice to the last known address of the owner or keeper advising of the impoundment, the date by which redemption must be made and the fees payable prior to redemption release.

(2) An animal for which no identification of ownership is known or reasonably determinable shall be held for 72 hours from time of impoundment before any disposition may be made of the animal.

(3) Animals held for periods prescribed under this section, or as otherwise required by ORS 433.340 or 433.390, and not redeemed by the owner or keeper, shall be subject to such means of disposal as the director considers most humane.

(4) Animals delivered for impoundment by a peace officer who removed the animal from possession of a person in custody of the peace officer shall be held for the period prescribed in division (D)(1) of this section. A receipt shall be given the peace officer, who shall deliver the receipt to the person in custody from whom the animal was taken. The receipt shall recite redemption requirements and shall serve as the notice required by this section.

(E) (1) Any impounded animal shall be released to the owner or keeper or the owner's or keeper's authorized representative upon payment of impoundment, care, rabies, vaccination deposits, license fees, past due fines, and all fees and deposits related to potentially dangerous dog regulations with the addition of the following conditions:

(a) Any animal impounded by court, hearings officer's or director's order shall be released to the owner or keeper or the owner's or keeper's authorized representative upon payment of all fees required in division (E)(1) of this section, and upon receipt of a written order of release from the court of competent jurisdiction or the hearings officer or the director issuing the order.

(b) Any classified potentially dangerous dog shall be released to the owner or keeper or the owner's or keeper's authorized representative upon payment of all fees required in division (E)(1) of this section, and upon verification of satisfactory compliance with the regulations required in §§ 13.401 through 13.406. Failure to be in satisfactory compliance with the potentially dangerous dog regulations within twenty days after the date of impoundment shall result in the owner or keeper forfeiting all rights of ownership of the dog to the county.

(2) An animal held for the prescribed period and not redeemed by its owner or keeper, and which is neither a dangerous or exotic animal or in an unhealthy condition, may be released for adoption subject to the provisions of § 13.506.

(3) The director shall dispose of animals held for the prescribed period without redemption or adoption only by humane means.

(4) At any time the director may euthanize any unlicensed and feral animal, or any unhealthy or injured animal by humane means without regard to the holding period specified in (D)(1)(2) above, provided the animal's injuries must be determined to be life threatening or if the animal is unhealthy the animal's condition must be found to present a health threat to the other animals in the shelter.

(5) Any device attached to any animal upon impoundment shall be retained 30 days by the director should the animal be disposed of as provided in division (E)(3) of this section. Otherwise, the device shall accompany the animal when redeemed or adopted.

(F) (1) Whenever a person in possession of an animal which has been used in the commission of a violation of this chapter and which is the subject of a lawful order of impound refuses to voluntarily release said animal to an animal control officer upon timely and reasonable request, the director shall determine the need to procure the animal's immediate impoundment.

(2) A limited search warrant authorized under this section shall be sought by the division after the director has determined the animals immediate impoundment is necessary based on one or more of the following factors:

(a) The public's health and safety is at risk by the subject animal remaining in the possession of the owner.

(b) The health and welfare of the subject animal is at risk by the animal remaining in the possession of the owner or keeper.

(c) The owner/keeper has failed to comply with requirements specified in § 13.307.

(3) The director shall request the assistance of the Sheriff to procure and execute the limited search warrant. The Sheriff shall prepare the application for the warrant including the affidavit in support thereof. The Sheriff shall obtain the warrant in compliance with the procedures and practices authorized under state law for the seizure of property pursuant to a search warrant. The director and the Sheriff shall coordinate with the Office of County Attorney to review the affidavit for compliance with all the provisions herein stated.

(Ord. 918, passed, 08/06/1998; '90 Code, § 8.10.040, 07/01/1998; Ord. 909, passed, 06/25/1998; Ord. 850, passed, 04/11/1996; Ord. 732, passed, 09/03/1992; Ord. 591, passed, 09/22/1988; Ord. 379, passed, 04/28/1983; Ord. 276, passed, 08/06/1981; Ord. 156, passed, 12/22/1977)



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
 Agenda Item #: R-1
 Est. Start Time: 9:30 AM
 Date Submitted: 12/09/04

BUDGET MODIFICATION: -

Agenda Title: RESOLUTION Confirming the Interim Designations for Multnomah County Commissioners District 1, 3 and 4, in the Event of a Vacancy

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

Date Requested:	<u>01/06/05</u>	Time Requested:	<u>2 mins</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney</u>
Contact(s):	<u>Deb Bogstad</u>		
Phone:	<u>503 988-3277</u>	Ext.:	<u>83277</u>
		I/O Address:	<u>503/600</u>
Presenter(s):	<u>Agnes Sowle</u>		

General Information

- What action are you requesting from the Board?**
 Approval of Resolution Confirming the Interim Designations for Multnomah County Commissioners District 1, 3 and 4, in the Event of a Vacancy
- Please provide sufficient background information for the Board and the public to understand this issue.**
 Multnomah County Charter Section 4.50(3) and Multnomah County Code 5.005 require elected officials to designate an interim occupant to serve until a vacancy is filled by election or appointment.

 In compliance with MCC 5.005(B)(1), Maria Rojo de Steffey, Multnomah County Commissioner District 1, designates Clara Padilla Andrews as interim occupant of that office: Lisa Naito, Multnomah County Commissioner District 3, designates Stephen J. March, PhD as interim occupant of that office: and Lonnie Roberts, Multnomah County Commissioner District 4, designates Robert Paine as interim occupant of that office.
- Explain the fiscal impact (current year and ongoing).**

N/A

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

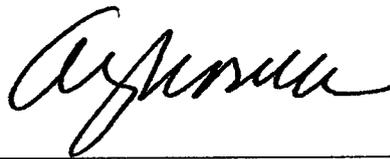
In compliance with MCC 5.005(B)(4), designees Clara Padilla Andrews, Stephen J. March and Robert Paine meet the qualifications for appointees to said offices as described in Multnomah County Charter Section 4.10.

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

N/A

Required Signatures

**Department/
Agency Director:**



Date: 12/09/04

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



Maria Rojo de Steffey
Multnomah County Commissioner, District One

501 SE Hawthorne Boulevard, Suite 600, Portland, Oregon 97214
Phone: (503) 988-5222 FAX: (503) 988-5440 Email: district1@co.multnomah.or.us

November 30, 2004

Deborah L. Bogstad, Board Clerk
Multnomah County Chair's Office
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587

RE: District 1 Interim Designee

In accordance with County Charter Section 4.50(3) and Multnomah County Code Chapter 5.005, I have designated Clara Padilla Andrews as Interim District One Commissioner should I leave my office for any reason.

As the above section states, Clara Padilla Andrews would take over my position on an interim basis until a new Commissioner is appointed or elected. Clara Padilla Andrews lives in the district and meets all of the Charter qualifications for appointees to the County Commission. I believe Clara Padilla Andrews is highly qualified to serve as an interim Commissioner in the event of a vacancy and would well serve District One constituents.

Sincerely,

Maria Rojo de Steffey

cc: Board of County Commissioners
Suzanne Flynn
Michael Schrunk
Dan Noelle



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
501 S.E. HAWTHORNE BLVD., Room 600
PORTLAND, OREGON 97204
(503) 988-5217

LISA NAITO • DISTRICT 3 COMMISSIONER

December 8, 2004

Deborah L. Bogstad
Multnomah County Board Clerk
500 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214

Dear Ms. Bogstad,

I hereby nominate State Representative Stephen J. March, Ph.D. as my Interim Designee for the Office of Commissioner, District 3 under Charter Section 4.50(3), MCC 5.005. Dr. March meets the Charter and Code requirements having been a qualified elector and resident of the county and district for twelve years.

Many, many other qualifications make Steve an outstanding choice as an interim occupant of this office. He was recently re-elected to a third term to the Oregon House of Representatives for District 46, a state legislative district that lies wholly within Multnomah County District 3. His work as State Representative has involved him in a variety of community issues directly involving County District 3 and House District 46 including Lents Urban Renewal, Gateway Regional Center, and the Brentwood-Darlington Community Center. His knowledge and understanding of State issues that overlay and impact the County, especially budgetary issues, is exceptional.

Community affairs lie at the heart of Steve's interests. He has been chair and vice-chair of the Center Neighborhood Association, served with the Hollywood Development Corporation, the Hollywood Senior Center, Southeast Uplift and the Oregon Gerontology Association.

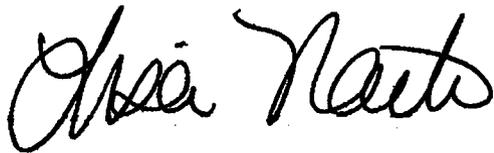
Steve also boasts many years of experience in Multnomah County government. He spent more than five years as a Senior Management Auditor in the Auditor's Office where he worked to improve the efficiency and effectiveness of county services. In addition, Steve has served as a Staff Assistant in my office intermittently since 1998 assisting and advising on critical County policy matters from early childhood development to the environment, social services to the budget.

Letter to Deborah L. Bogstad
December 8, 2004
Page 2

In addition, Steve has earned both a Masters and a Doctorate degree from the School of Urban Studies and Planning at Portland State University. He then returned to Portland State to serve as an adjunct professor, researcher and program director with the Institute on Aging and Senior Adult Learning Center. He has previously been a consultant to state government and directed a youth employment training program, as well as a small business owner and manager. A resume highlighting Steve's accomplishments is attached.

Given Steve's education, experience and involvement I believe he is more than qualified to be an interim Commissioner and would serve the constituents of District 3 well in the event of a vacancy of the office.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Naito". The signature is fluid and cursive, with the first name "Lisa" and the last name "Naito" clearly distinguishable.

LISA NAITO
Commissioner, Multnomah County District 3

attachment
cc: Board of Commissioners

Stephen J. March, PhD
842 NE 44th Avenue
Portland, OR 97213
(503) 235-9708

Professional Experience

State Representative, Oregon State Legislature (1/01 – present)

Representing portions of NE & SE Portland. Committees: Joint Legislative Audit; Oregon Hanford Cleanup; Capitol Foundation; Vice-Chair Audit & Human Services Reform; Trade & Economic Development; Ways & Means Subcommittee on Education ex-officio member.

Policy Advisor & Assistant, Multnomah Co. Commission (6/98-12/00; 9/01-2/02; 5/04-)

Served as staff assistant to Commissioner Lisa Naito and transition policy advisor to County Chair Diane Linn.

Program Director, Senior Adult Learning Center, PSU/IOA (10/97-10/00)

Managed senior education program, including planning, grant writing, hiring, budgeting and development at Portland State University's Institute on Aging.

Senior Management Auditor, Multnomah County Auditor's Office (3/91-12/96)

Did performance audits of property value appeals, bridge maintenance, alarm licensing, business tax, reapportionment and mental health, and citizens surveys.

College Instructor, Urban Studies Department, Portland State University (1/96-12/00)

Taught classes in: political and administrative issues in aging; and housing.

Consultant (self-employed), Oregon and California (7/83-12/95)

Projects included: racial & ethnic composition of courts, water district apportionment, redistricting of state bar, and public opinion surveys for media.

Graduate Research & Teaching Assistant, Portland State University (6/88-3/91)

Assisted in Institute on Aging and the Center for Population Research & Census.

Senior Legislative Consultant, California State Senate (1/71-10/73 and 9/80-6/83)

Reviewed legislation and redistricting plans and managed staff for state senate.

Business Consultant, Manager, California Economic Services (6/79-8/80)

Assisted small businesses with financing and operational management, ran firm.

Director, Rural Youth Employment Program, Lt. Governor's Office (4/78-5/79)

Developed grant and ran youth employment post-secondary training program.

Managing Partner, Cal's Retail Store (11/69-5/76)

Owned and managed a small retail store, responsible for all phases of business.

Education

PhD, Urban Studies (field areas: Urban Social Patterns & Human Development; Policy Analysis); Portland State University, 1997

Masters of Urban Studies; Portland State University, 1991

Graduate Certificate in Gerontology; Portland State University, 1990

Post-baccalaureate studies, Secondary Teaching Credential, CSU Sacramento, 1969

Bachelor of Arts, Social Science, California State University Sacramento, 1968

Community & Other Experience
(partial list)

Member, Portland Reservoir Review Panel, City of Portland, 2004

Board Member, past president, Hollywood Senior Center, Portland, OR, 1997-present

Treasurer, Oregon Gerontological Association, Portland, OR, 1996-1997

Group Facilitator, U.S. Administration on Aging, Region X, Portland, OR, 1997

Committee member, PDC, developer selection, multi-use development, 1996-1997

City of Vancouver, helped establish an internal audit function, 1997

Board Member, past chair, Center Neighborhood Association, 1993-1999

Neighborhood representative to Southeast Uplift Neighborhoods, 1993-1994

Board Member, Community Youth Services of Washington County, 1991-1992

Substitute teacher, Deschutes, Washington & Sacramento Cos., 1977-1978 & 1987-1989

Board Member, Hollywood Development Corporation (non-profit), 1994-1998

Farmer, partner in diversified family farm properties, CA, OR, WA, 1969-present

Co-chair, Rural Task Force, CA Commission for Economic Development, 1975-1976

Lonnie Roberts
Multnomah County Commissioner
District 4



501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214
(503) 988-5213 phone
(503) 988-5262 fax
Email: lonnie.j.roberts@co.multnomah.or.us
www.co.multnomah.or.us/cc/ds4/

November 30, 2004

Deborah L. Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587

RE: District 4 Interim Designee

In accordance with County Charter Section 4.50(3) and Multnomah County Code Chapter 5.005, I have designated Robert Paine as Interim District 4 Commissioner should I have to leave my office for any reason. As this section states, Robert Paine would take over my position on an interim basis until a new Commissioner is appointed or elected.

Robert Paine lives in District 4 and meets all of the Charter qualifications for appointees to the County Commission. I believe he is highly qualified to serve as an interim Commissioner in the event of a vacancy and would well serve District 4 constituents.

Sincerely,

A handwritten signature in cursive script that reads "Lonnie Roberts".

Lonnie Roberts, Commissioner

cc: Chair Diane Linn
Commissioner Maria Rojo de Steffey, District 1
Commissioner Serena Cruz, District 2
Commissioner Lisa Naito, District 3
County Attorney Agnes Sowle

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Confirming the Interim Designations for Multnomah County Commissioners District 1, 3 and 4, in the Event of a Vacancy

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Charter Section 4.50(3) and Multnomah County Code 5.005 require elected officials to designate an interim occupant to serve until a vacancy is filled by election or appointment.
- b. In compliance with MCC 5.005(B)(1), Maria Rojo de Steffey, Multnomah County Commissioner District 1, designates Clara Padilla Andrews as interim occupant of that office.
- c. In compliance with MCC 5.005(B)(1), Lisa Naito, Multnomah County Commissioner District 3, designates Stephen J. March, PhD as interim occupant of that office.
- d. In compliance with MCC 5.005(B)(1), Lonnie Roberts, Multnomah County Commissioner District 4, designates Robert Paine as interim occupant of that office.
- e. In compliance with MCC 5.005(B)(4), designees Clara Padilla Andrews, Stephen J. March and Robert Paine meet the qualifications for appointees to said offices as described in Multnomah County Charter Section 4.10.

The Multnomah County Board of Commissioners Resolves:

1. The Board confirms Clara Padilla Andrews to serve as interim occupant for Multnomah County Commissioner District 1 in the event of a vacancy in that office.
2. The Board confirms Stephen J. March, PhD to serve as interim occupant for Multnomah County Commission District 3 in the event of a vacancy in that office.
3. The Board confirms Robert Paine to serve as interim occupant for Multnomah County Commission District 4 in the event of a vacancy in that office.

ADOPTED this 6th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Agnes Sowle, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-002

Confirming the Interim Designations for Multnomah County Commissioners District 1, 3 and 4, in the Event of a Vacancy

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Charter Section 4.50(3) and Multnomah County Code 5.005 require elected officials to designate an interim occupant to serve until a vacancy is filled by election or appointment.
- b. In compliance with MCC 5.005(B)(1), Maria Rojo de Steffey, Multnomah County Commissioner District 1, designates Clara Padilla Andrews as interim occupant of that office.
- c. In compliance with MCC 5.005(B)(1), Lisa Naito, Multnomah County Commissioner District 3, designates Stephen J. March, PhD as interim occupant of that office.
- d. In compliance with MCC 5.005(B)(1), Lonnie Roberts, Multnomah County Commissioner District 4, designates Robert Paine as interim occupant of that office.
- e. In compliance with MCC 5.005(B)(4), designees Clara Padilla Andrews, Stephen J. March and Robert Paine meet the qualifications for appointees to said offices as described in Multnomah County Charter Section 4.10.

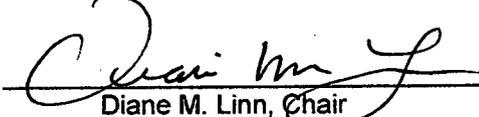
The Multnomah County Board of Commissioners Resolves:

1. The Board confirms Clara Padilla Andrews to serve as interim occupant for Multnomah County Commissioner District 1 in the event of a vacancy in that office.
2. The Board confirms Stephen J. March, PhD to serve as interim occupant for Multnomah County Commission District 3 in the event of a vacancy in that office.
3. The Board confirms Robert Paine to serve as interim occupant for Multnomah County Commission District 4 in the event of a vacancy in that office.

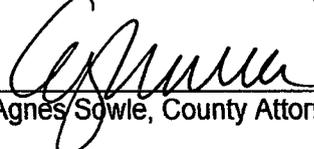
ADOPTED this 6th day of January, 2005.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Agnes Sowle, County Attorney



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 01/06/05
Agenda Item #: R-2
Est. Start Time: 9:35 AM
Date Submitted: 12/22/04

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Promoting Racial Justice and Denouncing Hate in Multnomah County**

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

Date Requested: January 6, 2005 **Time Requested:** 15 Minutes
Department: Non-Departmental **Division:** Maria Rojo de Steffey, Serena Cruz, Lisa Naito, Diane Linn
Contact(s): Matthew Lashua
Phone: 503 988 6796 **Ext.** 86796 **I/O Address:** 503/600
Presenter(s): Commissioner Maria Rojo de Steffey, Rick Nitti

General Information

1. **What action are you requesting from the Board?**
Approval of a resolution promoting racial justice and denouncing hate in Multnomah County
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
An organized hate group from the Portland metro area plans to distribute racist flyers in several neighborhoods in Southwest Portland on January 8th, 2005. They plan to meet at a park, and then they will branch out into the surrounding neighborhoods, passing out flyers that denigrate many minority groups. This hate group's activity gives Multnomah County a wonderful opportunity to reaffirm its shared values and show that hate is not welcome here.
3. **Explain the fiscal impact (current year and ongoing).**
None
4. **Explain any legal and/or policy issues involved.**
No legal issues. Discrimination based on race, ethnicity, religion and sexual orientation are illegal and violate the Multnomah County Code.

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

Multiple community organizations are sponsoring a Unity Rally on Saturday, January 8th, 2005, at 1:00pm. There will be speakers (including Commissioner Rojo de Steffey and other community and government leaders), music, a kids' activity room, and a display of signs & banners promoting justice and understanding.

In addition, about a week before the Unity Rally, the Portland City Council will be considering a companion resolution.

Required Signatures

**Department/
Agency Director:**

Maria Rojo de Steffey

Date: 12/22/04

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BOGSTAD Deborah L

From: LASHUA Matthew
Sent: Wednesday, December 15, 2004 3:55 PM
To: #ALL CHAIR'S OFFICE; #ALL DISTRICT 2; #ALL DISTRICT 3; #ALL DISTRICT 4
Cc: BOGSTAD Deborah L; ROMERO Shelli D
Subject: FW: Neighbors Together Against Hate in S.W. Portland on January 8th--PLEASE SHARE

Please see below.

The city is going to consider a resolution in response to this. Maria plans to introduce a similar resolution for the Board's consideration. I'll be submitting it to Deb no later than the 29th for January 6th's meeting. I'll also be bringing this up at Board staff on the 27th. Maria will also be speaking at the January 8th event.

Any questions, please let me know.

Thanks,

Matthew Lashua
Office of Commissioner Maria Rojo de Steffey
Multnomah County - District 1
501 SE Hawthorne Blvd, Suite 600
Portland, OR 97214
(503) 988-5220 phone
(503) 988-5440 fax
matthew.lashua@co.multnomah.or.us

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

From: Howard Shorr [mailto:howardshorr@msn.com]
Sent: Tuesday, December 14, 2004 11:33 AM
To: Howard
Subject: Re: Neighbors Together Against Hate in S.W. Portland on January 8th--PLEASE SHARE

December 13, 2004

Dear Community Members:

I am sorry to tell you that an organized hate group from the Portland metro area plans to distribute racist flyers in several neighborhoods in Southwest Portland on January 8th, 2005. They plan to meet at a park, and then they will branch out into the surrounding neighborhoods, passing out flyers that denigrate many minority groups.

This hate group's activity gives us a wonderful opportunity to reaffirm our shared values and show that hate is not welcome here. I hope that you will join us in our efforts to demonstrate that **our community honors the dignity and worth of all people, regardless of the color of their skin, their religion, their sexual orientation, or their gender!**

How is the community responding?

Multiple community organizations are sponsoring a big Unity Rally on Saturday, January 8th, 2005, at 1:00pm. There will be speakers (including community and government leaders), music, a kids' activity room, and a display of signs & banners promoting justice and understanding.

12/15/2004

In addition, about a week before the Unity Rally, the Portland City Council will be considering a resolution titled, "Promote justice and denounce hate in the City of Portland."

Where is the Unity Rally?

The Unity Rally will take place at the Multnomah Center, 7688 SW Capitol Hwy. The Multnomah Center is on bus lines #44 PPC Sylvania and #45 Garden Home. By car, take the Multnomah Blvd exit off of I-5 South, turn right on 34th, turn right on Capitol Hwy. For directions from other starting points, go to www.Mapquest.com.

Why not confront the hate group directly?

Concerned community members are asked not to seek out and confront the hate group as they distribute their flyers. To do so would give them attention and publicity they do not deserve. The Unity Rally is a safer, more powerful, and more positive statement than a shouting match with members of the hate group. Unity, not hate, will be the story of the day on January 8th.

How can I get involved?

Join us at the Unity Rally-- we want to make a big statement about what this community stands for! Bring with you a sign, banner, or button showing how you feel about tolerance and understanding.

Display the attached window poster in your front window. We hope every house in Southwest Portland and beyond will display the poster. When the hate group is distributing their flyers, they will see the signs and know they are not supported in their views. Print off extra copies of the poster and share them with your friend and neighbors. Within the next few days, the PDF of the poster will be available for downloading at www.SWNI.org and at www.portlandonline.com/ONI.

Help spread the word. Forward this email and the attachments to anyone you think might be interested. For your friends and neighbors who don't have email, print out the message and attachments.

Talk to your kids about the importance of accepting and celebrating our differences. See www.tolerance.org, a website of the Southern Poverty Law Center, for some ideas on how to start the conversation.

I am a Southwest resident. What should I do if I receive the hate flyers or have contact with the members of the hate group?

The Portland Police are well aware of the hate group's plans for the day and will be monitoring the situation to keep the neighborhoods safe.

If you see the hate group distributing their flyers, avoid contact if possible. If you cannot avoid contact, avoid confrontation, no matter how upset you are about what they are doing. Try to keep any interaction neutral and low-key. Disengage from the conversation. If you feel you are in immediate danger, call 9-1-1.

If the flyer you receive contains any direct threats of violence *against you personally*, save it and call the police non-emergency number, 503-823-3333. Before you call, talk to your neighbors to establish if the flyer really was aimed at you personally. Did your neighbors receive the same exact flyer?

If the flyer you receive contains any general threats of violence, save it and call Stephanie Reynolds at 503-823-3131, or Officer Scott Westerman at 503-823-0235. They will collect the information and turn it over to the appropriate units at the Police Bureau.

Otherwise, there is no need to contact the police. The hate group has indicated that they would like to generate many calls to the police. For this reason, only contact the police if laws are being broken or someone's life or health is in danger. You can destroy the hate flyer by shredding it and recycling the pieces, or by burning it in your fireplace.

Contact Stephanie Reynolds, Crime Prevention Program Coordinator for Southwest Portland, at sreynolds@ci.portland.or.us if you have any questions.

I am a member of the media. Who is the press contact for the Unity Rally?

Emily Gottfried of the Portland Chapter of the American Jewish Committee, 503-295-6761

12/15/2004

My organization wants to officially endorse this event. Who is collecting a list of endorsements for the Unity Rally?

Sylvia Bogert of Southwest Neighborhoods Inc, sbogert@spiritone.com

Already endorsing the Unity Rally are: City of Portland Office of Neighborhood Involvement, American Jewish Committee, Southwest Neighborhoods, Inc., Coalition Against Hate Crimes, Jewish Federation of Portland, Congregation Kol Shalom, Neighborhood House, Inc., and the Portland Chapter of Hadassah

I want to add my support to the City Council resolution, testify before City Council about the resolution, or simply attend that session. How do I find out when that session of City Council will take place?

Contact Sylvia Bogert of Southwest Neighborhoods Inc, sbogert@spiritone.com, and ask to be placed on an email notification list.

Have questions not covered by the above categories?

Contact Emily Gottfried at portland@ajc.org, Sylvia Bogert at sbogert@spiritone.com, or Stephanie Reynolds at sreynolds@ci.portland.or.us

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Promoting Racial Justice and Denouncing Hate in Multnomah County

The Multnomah County Board of Commissioners Finds:

- a. Our community is faced with a challenge that can bring neighborhoods, businesses, the elderly, communities of color, sexual minorities, the education community and the faith community together in support of the founding principles of this country.
- b. The laws of the United States protect the freedom of all who live here regardless of race, religion or national origin.
- c. The values of Multnomah County call for promoting racial inclusion, welcoming diversity, and utilizing city and county parks for individual and family recreation. Multnomah County also calls on all citizens to promote peace and understanding and denounce violence and acts of hatred in our community.
- d. Multnomah County strongly opposes racial, religious, sexual and gender-based oriented harassment. Multnomah County's strength lies in our unity, peaceful coexistence and equal protection under our laws.
- e. Discrimination based on race, ethnicity, religion and sexual orientation are illegal and violate the Multnomah County Code. The county will not tolerate hate crimes, intimidation or malicious harassment and will enforce, to the fullest extent of the law, any breach in laws enacted to protect all individuals.
- f. Many communities, whether they are rural, urban, or suburban, have adopted proclamations and resolutions denouncing hatemongering across the United States.
- g. This resolution further supports the constitutional rights afforded through the First Amendment and all community members' right to peacefully assemble.

The Multnomah County Board of Commissioners Resolves:

1. The Board denounces hate and hatemongering and calls upon each citizen to extend their hand in friendship, trust and understanding to all.

2. The Board urges Multnomah County citizens to join together in strongly resisting any acts of hate or intolerance against any group or individual within our community, and calls upon the citizens of Multnomah County to actively report hate-motivated incidents.

ADOPTED this 6th day of January 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON



By

Agnes Sowle, County Attorney

2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 1/6/05

SUBJECT: R-2 Resolution promoting Racial Justice
and Denouncing Hate in Mult. Co.

AGENDA NUMBER OR TOPIC: R-2

FOR: AGAINST: THE ABOVE AGENDA ITEM

NAME: Lillian Fitzpatrick LITP

ADDRESS: 6235 SW Bourn Dary St

CITY/STATE/ZIP: Portland OR 97221

PHONE: DAYS: 503 8929921 EVES: _____

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#4

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 01/06/05

SUBJECT: Resolution promoting racial justice

AGENDA NUMBER OR TOPIC: R-2

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Herman M. Frankel MD

ADDRESS: 3318 NW Savier

CITY/STATE/ZIP: Portland OR 97210

PHONE: DAYS: 503-227-1860

EVES: _____

EMAIL: frankel h @ divorcework . com

FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: Yes

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

BOGSTAD Deborah L

From: Herman M. Frankel, M.D. [frankelh@divorcework.com]
Sent: Thursday, January 06, 2005 11:30 AM
To: BOGSTAD Deborah L
Subject: "RESOLUTION Promoting Racial Justice and Denouncing Hate in Multnomah County"

01/06/05 11:28am PST

Dear Deb:

Here's a corrected print version of my oral testimony today in support of the Multnomah County Board of Commissioners' "RESOLUTION Promoting Racial Justice and Denouncing Hate in Multnomah County."

I've changed the incorrect ".com" links to ".org" links, and changed the sequence of paragraphs (and some of the wording) to create a more accurate record of the remarks that I actually made. If you think it appropriate, please send the corrected page to Chair Linn, the Commissioners, and Ms.Sowle.

Thanks again for all that you do!

Warmly,

Herman M. Frankel, M.D.

Herman M. Frankel, M.D.
The Portland Health Institute
3310 NW Savier Street, Suite A
Portland, OR 97210-1937
503-227-1860

1/6/2005

January 6, 2005

Statement in support of Resolution Promoting Racial Justice and Denouncing Hate in Multnomah County

Chair Linn and Members of the Multnomah County Board of Commissioners:

I am here to express my appreciation to you, and my support for the resolution you will vote on today, "A Resolution Promoting Racial Justice and Denouncing Hate in Multnomah County."

On November 19, 1970, James Baldwin wrote to Angela Davis, "If they take you in the morning, they will be coming for us that night." <http://www.nybooks.com/articles/10695>

A national poll reported in The Oregonian and in The New York Times on December 18, 2004 found that 44 percent of Americans believe the US government should restrict the civil liberties of Muslim Americans. <http://www.nytimes.com/aponline/national/AP-Muslims-Civil-Liberties.html?oref=login>)

Three months ago, when Multnomah County residents responded to your requests for input about priorities, the safety of the people you served ranked second only to the education of our children. "I want to feel safe," was the response, "at home, at work, at school, at play."

If passed, this "Resolution Promoting Racial Justice and Denouncing Hate in Multnomah County" will be the third in a landmark series of wise and courageous resolutions that you have enacted within the past thirty days, responding to the expressed needs of your constituents.

Three weeks ago, on December 16, 2004, you passed a passionate "Resolution Reaffirming Multnomah County's Anti-Discrimination and Harassment-Free Workplace Policies and to Provide the Board of Multnomah County Commissioners with a Briefing."

Four weeks ago, on December 9, 2004, having received reports of violations of the Constitutionally guaranteed civil rights of people who live, work, study, travel, and worship in Multnomah County, and having received strongly supportive written and oral input from all parts of Multnomah County, from many people and organizations – religious, academic, labor, immigrant, minority, peace and social justice, business, professional – you joined more than 360 local and state governments when you passed "A Resolution Expressing Commitment To Protect Civil Rights in the Era of the USA PATRIOT Act and Asking Oregon's Congressional Delegation to Oppose Legislation That Infringes Upon Those Rights." A compendium of the documents presented to you, together with a copy of that resolution, was distributed to everyone who attended the December 9 meeting, and is now available online, at www.rights101oregon.org and at www.clcbank.org.

At 1pm on January 8, two days from now, a large coalition of community groups will meet in the Multnomah Art Center, in Portland, to celebrate community and to condemn racism and hatred.

Thank you for your leadership! We do need to keep one another warm if we are able to continue working together in building community and protecting our well-being and our rights.

Herman M. Frankel, M.D.
3310 NW Savier Street
Portland, OR 97210
503-227-1860

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-003

Promoting Racial Justice and Denouncing Hate in Multnomah County

The Multnomah County Board of Commissioners Finds:

- a. Our community is faced with a challenge that can bring neighborhoods, businesses, the elderly, communities of color, sexual minorities, the education community and the faith community together in support of the founding principles of this country.
- b. The laws of the United States protect the freedom of all who live here regardless of race, religion or national origin.
- c. The values of Multnomah County call for promoting racial inclusion, welcoming diversity, and utilizing city and county parks for individual and family recreation. Multnomah County also calls on all citizens to promote peace and understanding and denounce violence and acts of hatred in our community.
- d. Multnomah County strongly opposes racial, religious, sexual and gender-based oriented harassment. Multnomah County's strength lies in our unity, peaceful coexistence and equal protection under our laws.
- e. Discrimination based on race, ethnicity, religion and sexual orientation are illegal and violate the Multnomah County Code. The county will not tolerate hate crimes, intimidation or malicious harassment and will enforce, to the fullest extent of the law, any breach in laws enacted to protect all individuals.
- f. Many communities, whether they are rural, urban, or suburban, have adopted proclamations and resolutions denouncing hatemongering across the United States.
- g. This resolution further supports the constitutional rights afforded through the First Amendment and all community members' right to peacefully assemble.

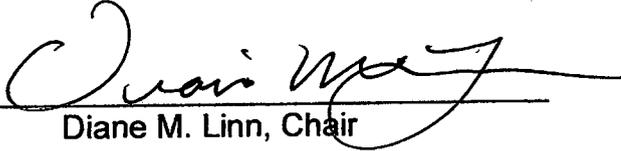
The Multnomah County Board of Commissioners Resolves:

1. The Board denounces hate and hatemongering and calls upon each citizen to extend their hand in friendship, trust and understanding to all.

2. The Board urges Multnomah County citizens to join together in strongly resisting any acts of hate or intolerance against any group or individual within our community, and calls upon the citizens of Multnomah County to actively report hate-motivated incidents.

ADOPTED this 6th day of January 2005.

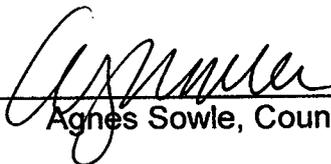
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair



REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Agnes Sowle, County Attorney



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 01.06.05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date:	<u>01/06/05</u>
Agenda Item #:	<u>R-3</u>
Est. Start Time:	<u>9:45 AM</u>
Date Submitted:	<u>11/29/04</u>

BUDGET MODIFICATION: DCHS - 08

Budget Modification DCHS-08 Increasing the Domestic Violence Division
Agenda Budget by \$114,550 to Reflect the Balance from Fiscal Year 04 Safe Havens and
Title: State Housing Assistant Program (SHAP) Grants

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

Date Requested: <u>January 6, 2005</u>	Time Requested: <u>5 mins</u>
Department: <u>County Human Services</u>	Division: <u>Domestic Violence</u>
Contact(s): <u>Al Stickel/Chris Yager</u>	
Phone: <u>503 988-3691</u> Ext. <u>84135/26777</u> I/O Address: <u>166/7</u>	
Presenter(s): <u>Patricia Pate</u>	

General Information

1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-08.

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

Budget modification DCHS-08 increases the Domestic Violence division budget to reflect actual SHAP (State Housing Assistance Program) and Safe Havens grant balance from fiscal year 04. Safe Havens funds a part time project coordinator and project manager. Some of the current job duties will then be reassigned to a Program Development Specialist and Program Development Technician, which will increase by a total of .32 FTE.

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

One time only increases: in pass through expense (visitation, assessments, and advocacy) by \$82,654; professional services (after hour's security) by \$10,800, personnel expenditures by \$17,529; supplies by \$730; and grant paid indirect (Safe Havens) by \$980. Finance & Human

resources shared service expenditures increase by \$1,857 along with the corresponding service reimbursement. Service reimbursements from the Fed/State Fund to the Insurance Fund increase by \$3,155 and \$695 to the General Fund. Department grant paid indirect revenue increases by \$285 with a corresponding increase in expenses.

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

N/A

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

N/A

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why?
Unspent grant revenue from the prior fiscal year for the following grants: SHAP increases by \$6,502 & Safe Havens by \$108,048.
- What budgets are increased/decreased?
Domestic Violence increases by \$114,550. Director's Office budget increases by \$285. Internal Service provider's budgets increase overall by \$5,707.
- What do the changes accomplish?
Brings the budget in line with actual grant award balances.
- Do any personnel actions result from this budget modification? Explain.
N/A.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
The grant covers the charges.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?
Yes, balance of grant award from FY 04.
- If a grant, what period does the grant cover?
Safe Havens thru March 2005; SHAP thru June 2005.
- If a grant, when the grant expires, what are funding plans?
None.

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

ATTACHMENT B

BUDGET MODIFICATION: DCHS - 08

Required Signatures

**Department/
Agency Director:**



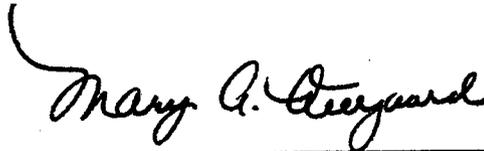
Date: 09/28/04

Budget Analyst:



Date: 11/29/04

Department HR:



Date: 09/23/04

Countywide HR:

Date:

Budget Modification or Amendment ID: **DCHS-08****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 05

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	20-30	23940				DV03 SVC.SHAPBI-05	50180	(255,351)	(261,853)	(6,502)		IG-OP-Direct State
2	20-30	23940				DV03 SVC.SHAPBI-05	60000	10,000	15,004	5,004		Base [703062]
3	20-30	23940				DV03 SVC.SHAPBI-05	60120	461	696	235		Premium (4% COLA)
4	20-30	23940				DV03 SVC.SHAPBI-05	60130	2,882	4,289	1,407		Fringe
5	20-30	23940				DV03 SVC.SHAPBI-05	60140	2,270	3,443	1,173		Insurance
6	20-30	23940				DV03 SVC.SHAPBI-05	60160	239,738	238,421	(1,317)	0	Pass Through Pymts
7												
8	20-30	1000				DV03 SVC.CGF	60000	22,466	17,462	(5,004)		Base(703062)
9	20-30	1000				DV03 SVC.CGF	60130	6,474	5,067	(1,407)		Fringe
10	20-30	1000				DV03 SVC.CGF	60140	5,096	3,923	(1,173)		Insurance
11	20-30	1000				DV03 SVC.CGF	60160	1,130,033	1,137,515	7,482		Pass Through Pymts
12	20-30	1000				DV03 SVC.CGF	60360	0	102	102	0	Fin Shared Svcs
13												
14	71-10	3506			711100		50310		(1,563)	(1,563)		Fin Ops Svc Reimb
15	71-10	3506			711100		60240		1,563	1,563		Fin Ops Expense
16												
17	20-30	21044				DV03 CRD SAFE	50170	(46,964)	(155,012)	(108,048)		IG-OP-Direct Fed
18	20-30	21044				DV03 CRD SAFE	60000		11,484	11,484		Base (703062, 701648)
19	20-30	21044				DV03 CRD SAFE	60130		3,312	3,312		Fringe
20	20-30	21044				DV03 CRD SAFE	60140		2,498	2,498		Insurance
21	20-30	21044				DV03 CRD SAFE	60160		76,489	76,489		Pass Through Pymts
22	20-30	21044				DV03 CRD SAFE	60170		10,800	10,800		Professional Services
23	20-30	21044				DV03 CRD SAFE	60240		730	730		Supplies
24	20-30	21044				DV03 CRD SAFE	60350		695	695		Central Indirect .66%
25	20-30	21044				DV03 CRD SAFE	60355		285	285		Dept Indirect .27%
26	20-30	21044				DV03 CRD SAFE	60360		1,461	1,461		Finance Ops 1.66%
27	20-30	21044				DV03 CRD SAFE	60365		294	294	0	HR Operations 1.7%
28												
29												
										0	0	Total - Page 1
										0	0	GRAND TOTAL

Budget Modification or Amendment ID: **DCHS-08**

EXPENDITURES & REVENUES

Budget/Fiscal Year: **05**

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

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
30	26-00	1000	40			CHSDO.IND1000	50370	(285)	(285)		Dept Indirect Revenue	
31	26-00	1000	40			CHSDO.IND1000	60240	280	280		Supplies	
32	26-00	1000	40			CHSDO.IND1000	60360	5	5		Finance Operations - 1.66%	
33												
34	70-01	3500			705210		50316	(3,155)	(3,155)		Insurance Rev	
35	70-01	3500			705210		60330	3,155	3,155		Claims Paid	
36												
37	19	1000			9500001000		50310	(695)	(695)		Central Indirect Rev to GF	
38	19	1000			9500001000		60470	695	695		CGF Contingency Expense	
39												
40	71-20	3506			712006		50310	(294)	(294)		Svc Reim HR Shared Service	
41	71-20	3506			712006		60240	294	294		Supplies	
42												
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MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 01.06.05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 01/06/05
Agenda Item #: R-4
Est. Start Time: 9:50 AM
Date Submitted: 12/06/04

BUDGET MODIFICATION:

Agenda Title: Notice of Intent to Apply for a Substance Abuse and Mental Health Administration Services (SAMHSA) Targeted Capacity Expansion Grant

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

Date Requested: January 6, 2005 Time Requested: 5 minutes
Department: Dept. of County Human Services Division: MHASD
Contact(s): Traci Goff
Phone: 503-988-5464 Ext. 28409 I/O Address: 166/6
Presenter(s): Ray Hudson, John Pearson, Jackie Mercer, and Traci Goff

General Information

1. What action are you requesting from the Board?

The Mental Health and Addiction Services Division, Department of County Human Services is requesting approval to submit a proposal to the Substance Abuse and Mental Health Administration Services, Department of Health and Human Services. The Department of County Human Services recommends that this request be approved.

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

The purpose of SAMHSA's Targeted Capacity Expansion grant program is to expand and/or enhance the Native American community's ability to provide a comprehensive, integrated, and community-based response to a targeted, well-documented substance abuse treatment capacity problem and/or improve the quality and intensity of services. Therefore, by collaborating with the Native American Rehabilitation Association of the Northwest (NARA) on this project, we can work together on improving the quality and intensity of treatment services offered to Native Americans by expanding and/or enhancing NARA's current treatment services.

Native Americans are a very culturally diverse group with 17 distinct cultural areas and more than 200 spoken Native American languages. According to the U.S. Census Bureau, there are 6,778 Native Americans residing within Multnomah County. This equates to 1% of the County's total population. Unfortunately, the United States Indian Health Service has declared substance abuse among Native Americans as the number one health problem facing them. Substance abuse, in Native Americans, usually begins in childhood and starts with alcohol use, progresses to marijuana use and then onto the use of other illicit drugs like cocaine, inhalants, and/or hallucinogenic drugs.

According to the Substance Abuse and Mental Health Services Administration (SAMHSA), in 2001, Native Americans had a higher rate (13.9%) of dependence on or abuse of illicit drugs and/or alcohol than persons from other racial/ethnic groups (7.3%). Native Americans were also more likely to have participated in binge (22.6%) or heavy drinking (6.7%) than other racial groups (10.3% for binge drinking and 2.5% for heavy drinking). Illicit drugs are defined as marijuana, cocaine, crack, inhalants, hallucinogens, heroin, or prescription-type drugs that are being used non-medically. Binge drinking is defined as consuming five or more drinks on the same occasion and within the same day. Heavy drinking is defined as consuming five or more drinks on the same occasion on each of five or more days in the past 30 days.

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

This is a three-year grant that will begin on September 1, 2005 and end on August 31, 2008. DCHS/NARA will be requesting a total of \$1.5 million (\$500,000 for both direct and indirect costs per year) for the entire project. The continuation of the project, for years two and three, will depend on the availability of funds, our progress in meeting the project's goals and objectives, and the timely submission of all required data and reports.

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

There are no legal and/or policy issues involved with applying for this grant.

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

The proposal is being developed collaboratively between the Mental Health and Addiction Services Division, Department of County Human Services and the Native American Rehabilitation Association of the Northwest, Inc. (NARA). As the Community Mental Health Program for Multnomah County, DCHS will act as the lead agency and will submit the proposal.

Grant Application/Notice of Intent

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

• **Who is the granting agency?**

The granting agency is the Substance Abuse and Mental Health Services Administration, Department of Health and Human Services.

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

SAMHSA intends to fund approximately 11 Targeted Capacity Expansion projects that meet the disproportionate substance abuse treatment needs of Native Americans/Alaska Natives by funding the expansion and/or enhancement of treatment services for these populations. SAMHSA does not require a matching funds, however, if funded, DCHS/NARA will be required to send a minimum of three people, twice a year, to attend a SAMHSA-sponsored joint grantee meeting for all three years of the project. DCHS/NARA will also be responsible for providing progress reports, every six

months, for the length of the project and one final cumulative report following the end of the project.

- Explain grant funding detail – is this a one time only or long term commitment?
This is a one-time only grant that will last for three years.
- What are the estimated filing timelines?
The grant proposal is due on Thursday, January 13, 2005.
- If a grant, what period does the grant cover?
If funded, the grant will begin on September 1, 2005 and end on August 31, 2008.
- When the grant expires, what are funding plans?
When the grant expires, there are not plans to sustain future funding for the project. However, NARA should be able to sustain the expanded and/or enhanced treatment services by billing insurance carriers.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
The County's indirect, central finance, human resources, and departmental overhead costs will be built into the project's budget and will be covered by grant funds.

Required Signatures

Department/
Agency Director:



Date: 12/06/04

Budget Analyst:



Date: 12/14/04

Department HR:

Date: _____

Countywide HR:

Date: _____



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 01-06-05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 01/06/05
Agenda Item #: R-5
Est. Start Time: 9:55 AM
Date Submitted: 12/07/04

BUDGET MODIFICATION: BCS - 06

Agenda Title: Budget Modification BCS-06 Reclassifying Two Positions in the Assessment & Taxation Divisions of the Finance, Budget and Tax Office

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Business and Community Services</u>	Division:	<u>Finance Budget&Tax Office</u>
Contact(s):	<u>Bob Thomas</u>		
Phone:	<u>503 988-4283</u>	Ext.	<u>84283</u>
		I/O Address:	<u>503/531</u>
Presenter(s):	<u>Bob Thomas</u>		

General Information

1. What action are you requesting from the Board?

Board approval for two position reclassifications that have been approved by the County's Central Class Comp Unit. The Finance, Budget and Tax Office recommends approval of this action.

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

At the request of management, two positions within the Property Valuation Division and Tax Collection and Record Management Division were recently evaluated by the County's Central Classification/Compensation unit. These two positions are currently in the classifications of Assessment Manager, Sr, and Tax Collection/Records Manager, Sr and are responsible for the management of the Property Valuation Division and the Tax Collection and Record Management Division, respectively. The Class/Comp Audit performed in the year 2000 recommended that these two classifications should be abolished and consolidated within current management classes. A review of their duties by the Class Comp Unit confirmed that each position is responsible for managing and directing a large and complex multi-program division. The duties performed match the description of the Program Manager, Sr. classification, which is the level that the Class Comp Unit has reassigned these positions to.

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

Both present classifications are at a pay scale range of 132. The Program Manager Senior level is at a pay scale range of 132-134. The requested salary increases are merit increases of 3% above their current rates. Total compensation increase for this fiscal year would be \$2,869 per employee. No additional resources are required to implement these changes. Ongoing cost of this action will be absorbed within the Assessment & Taxation Divisions. The Budget Modification form is attached.

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

Local 88 represented employees have a contractual right to appeal and arbitrate the outcome of a reclassification request, which would include Board action to disapprove the request. It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age marital status, disability, political affiliations, sexual orientation, or any other nonmerit factor.

Both of these are Executive positions, not Local 88 represented positions.

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

None

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why?
No change in revenue in FBAT. Budget for service reimbursement revenue to the Risk Management Fund and Business Services Fund are adjusted accordingly.
- What budgets are increased/decreased?
Risk Management Fund budget is increased by \$122 and the Business Services Fund budget is decreased by \$228 due to changes in service reimbursements to these funds.
- What do the changes accomplish?
This action will allow compensation to employees for work performed in Accounting Operations and will adjust service reimbursements to County Business Services accordingly.
- Do any personnel actions result from this budget modification? Explain.
The bud mod implements the reclassification of two existing positions.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
NA
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?
Ongoing
- If a grant, what period does the grant cover?
NA
- If a grant, when the grant expires, what are funding plans?
NA

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

ATTACHMENT B

BUDGET MODIFICATION: BCS - 06

Required Signatures

**Department/
Agency Director:**

David G Boyer

Date: 12/07/04

Budget Analyst:

Christy

Date: 12/07/04

Department HR:

Carolyn

Date: 12/7/04

Countywide HR:

David Bower

Date: 12/07/04

Budget Modification or Amendment ID: **BCS-06**

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 05

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	70-05	1000	0020		706201		60000	187,789	189,925	2,136		Increase Permanent
2	70-05	1000	0020		706201		60130	54,121	54,737	616		Increase Salary Related
3	70-05	1000	0020		706201		60140	34,397	34,514	117		Increase Insurance Ben
4	70-05	1000	0020		706201		60365	5,904	5,965	61		Increase HR Operations
5	70-05	1000	0020		706201		60170	4,000	1,245	(2,755)		Decrease Professional Svcs
6	70-05	1000	0020		706201		60360	1,206	1,031	(175)	0	Decrease Finance Opers
7	70-05	1000	0020		706400		60000	129,093	131,229	2,136		Increase Permanent
8	70-05	1000	0020		706400		60130	37,205	37,821	616		Increase Salary Related
9	70-05	1000	0020		706400		60140	23,146	23,263	117		Increase Insurance Ben
10	70-05	1000	0020		706400		60365	4,048	4,109	61		Increase HR Operations
11	70-05	1000	0020		706400		60240	12,000	9,245	(2,755)		Decrease Supplies
12	70-05	1000	0020		706400		60360	1,496	1,321	(175)	0	Decrease Finance Opers
13	71-20	3506	0020		712006		50310		(122)	(122)		Increase HR Ops Serv Reim
14	71-20	3506	0020		712006		60240		122	122	0	Increase Supplies
15	71-10	3506	0020		711100		50310		350	350		Decrease Fin Ops Serv Reim
16	71-10	3506	0020		711100		60240		(350)	(350)	0	Decrease Supplies
17	71-20	3500	0020		705210		50316		(234)	(234)		Insurance Revenue
18	71-20	3500	0020		705210		60330		234	234	0	Offsetting expenditure
19									0			
20									0			
21									0			
22									0			
23									0			
24									0			
25									0			
26									0			
27									0			
28									0			
29									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	9752	61795	Tax Coll & Record Mgmt Mgr, Sr	702436	(1.00)	(92,850)	(26,759)	(13,130)	(132,739)
1000	9362	61795	Program Manager, Sr	702436	1.00	94,986	27,375	13,247	135,608
1000	9763	61993	Assessment Manager, Sr	703722	(1.00)	(92,850)	(26,759)	(13,130)	(132,739)
1000	9362	61993	Program Manager, Sr	703722	1.00	94,986	27,375	13,247	135,608
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					0.00	4,272	1,232	234	5,738

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

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	9752	61795	Tax Coll & Record Mgmt Mgr, Sr	702436	(1.00)	(92,850)	(26,759)	(13,130)	(132,739)
1000	9362	61795	Program Manager, Sr	702436	1.00	94,986	27,375	13,247	135,608
1000	9763	61993	Assessment Manager, Sr	703722	(1.00)	(92,850)	(26,759)	(13,130)	(132,739)
1000	9362	61993	Program Manager, Sr	703722	1.00	94,986	27,375	13,247	135,608
									0
									0
									0
									0
									0
									0
									0
									0
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									0
									0
									0
TOTAL CURRENT FY CHANGES					0.00	4,272	1,232	234	5,738



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 01/06/05
 Agenda Item #: R-6
 Est. Start Time: 10:00 AM
 Date Submitted: 12/16/04

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Declaring Property Located at 600 NE 8th Street, Suite 170, Gresham, Oregon to be Surplus at Certain Times and Approving a Real Property Lease to National College of Naturopathic Medicine**

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Business and Community Services</u>	Division:	<u>FPM</u>
Contact(s):	<u>Debra Crawford</u>		
Phone:	<u>503 988-4206</u>	Ext.	<u>84206</u>
Presenter(s):	<u>Debra Crawford</u>	I/O Address:	<u>274</u>

General Information

1. What action are you requesting from the Board?

The Department of Business and Community Services requests the Board review the lease agreement and resolution approving the lease with the National College of Naturopathic Medicine (NCNM) for surplus space in the Multnomah County East Building, 600 NE 8th Street, Suite 170, Gresham, and authorize the Chair to sign the lease agreement on behalf of the County.

The Department of Business and Community Services, Facilities and Property Management Division, recommends adoption of the Resolution.

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

Since 2002, NCNM subleased space for their naturopathic services at the Rockwood Health Access Clinic, offering indigent clients access to care on Thursdays from 3pm to 9pm. Due to the consolidation of Health Services programs and potential change in the availability of space at the Rockwood Clinic office when their sublease expired in June, 2004, NCNM was moved to available

space within the Teen Access Clinic at the Multnomah County East Building (MCE). NCNM continued to pay rent on a holdover, month-to-month basis while providing services supplemental to that offered by the County's Health Services at MCE. Once the County's property disposition plan was developed and it was determined that the after-hours space with the Teen Access Clinic that was used by NCNM at MCE would still be surplus to County use, a specified term lease was negotiated with NCNM and new agreement created by the County attorney.

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

The sublease rate for NCNM at the Rockwood Clinic was \$100 per month, and Carol Ford requested that Facilities maintain that same rent for NCNM's lease at the Multnomah County East space. The Dental Clinic is open during the same hours on Thursday evenings that NCNM staff and clients would be in the building so there is no additional charge for security services. Facilities fiscal staff confirmed that Facilities and Property Management is recovering cost for the Teen Access Clinic from Health Services, and estimates that the cost for use by NCNM of the Teen Access Clinic on Thursday evenings for six hours would be approximately \$95.66 per month for FY05. The initial lease rate of \$100 per month, or \$1200 per year, would be sufficient to cover estimated costs for NCNM's use of the space in FY05. If NCNM exercises their option for renewal, the lease calls for an increase in rent based upon the change in CPI-Portland index over the year of the preceding term. If Facilities receives a request by Health Services to limit the lease rate in future years, the request will have to be justified and the subsidy by Health Services must be approved by the Board.

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

none

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

none

Required Signatures

**Department/
Agency Director:**



Date: 12/09/04

Budget Analyst:



Date: 12/10/04

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Declaring Property Located At 600 NE 8th Street, Suite 170, Gresham, Oregon To Be Surplus At Certain Times And Approving A Real Property Lease To National College of Naturopathic Medicine.

The Multnomah County Board of Commissioners Finds:

- a. The property located at NE 8th Street, Suite 170, Gresham, Oregon, (Property) is, at this time, surplus to any County use on Thursdays from 3:00 pm to 9:00pm.
- b. The attached lease has been negotiated with the National College of Naturopathic Medicine.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 6th day of January, 2005.

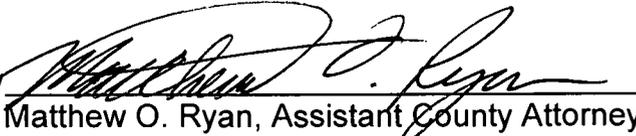
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-004

Declaring Property Located at 600 NE 8th Street, Suite 170, Gresham, Oregon to be Surplus at Certain Times and Approving a Real Property Lease to National College of Naturopathic Medicine

The Multnomah County Board of Commissioners Finds:

- a. The property located at NE 8th Street, Suite 170, Gresham, Oregon, (Property) is, at this time, surplus to any County use on Thursdays from 3:00 p.m. to 9:00 p.m.
- b. The attached lease has been negotiated with the National College of Naturopathic Medicine.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 6th day of January, 2005.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

LEASE

Between: Multnomah County, Oregon ("Landlord")
Facilities and Property Management
Attn: Asset Management-Leases
401 N. Dixon Street
Portland, Oregon 97227-1865
Phone (503) 988-3322
Fax (503) 988-50802
Emergency (503) 988-3779

And: National College of Naturopathic Medicine, an Oregon
Non-Profit Corporation ("Tenant")
Attn: William Keppler PhD, President
049 SW Port
Portland, OR 97201-4848
Phone (503) 499-4343
Emergency (503) 552-1711-Rhonda Coombs

Landlord leases to Tenant and Tenant leases from Landlord in the facility known as "Multnomah County East Building" or "MCEB", located at 600 N.E. 8th Street, Gresham, Oregon the following described property (the "Premises") on the terms and conditions stated below:

Approximately 1,405 square feet in the area as shown on the attached Exhibit A.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence July 1, 2004 and continue through June 30, 2005, subject to the parties agreement to renew as provided herein.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on July 1, 2004.

1.3 Renewal Option. If the lease is not in default at the time each option is exercised or at the time the renewal term is

to commence, Tenant shall have the option to renew this lease for two successive terms of one (1) years each, as follows:

(1) Each of the renewal terms shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Landlord given not less than ninety (90) days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term, subject to any rent adjustment being mutually agreed to by the parties as provided Sub-section 1.3(3). If such notice is not provided by Tenant, Landlord may lease Premises to another tenant at the expiration of the remaining term.

(3) The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent. Rent for a renewal term shall be as mutually agreed upon between Landlord and Tenant. If Landlord and Tenant are unable to agree upon rent for the renewal term, the renewal term shall not commence and this Lease shall terminate at the end of the expiring term.

1.4 Termination. Either party may terminate this Lease effective at any time during the term upon not less than six (6) months' written notice to the other party.

Section 2. Rent

2.1 Base Rent. The base rent shall be (\$100.00) per month during the initial term of this Lease. Rent shall be payable on the first day of each month in advance at the following address or at such place as may be designated by Landlord.

Multnomah County
Attn: Treasury
501 SE Hawthorne, Suite 531
Portland, OR 97214

2.2 Additional Rent. Any other sum that Tenant is required to pay to Landlord in addition to that paid pursuant to Sub-section 2.1, shall be considered additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for medical clinic services between the hours of 3:00 p.m. to 9:00 p.m. Thursdays and no other times or days, and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws, ordinances and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

(6) Comply with all landlord imposed rules relating to use of the facility, including but not limited to: security

clearance procedures, use of identification cards, use of building keys, etc.

(7) Secure the Premises and leave it clean and orderly at the close of each clinic session.

(8) Provide to Landlord and update as needed a written list of all Tenant's staff who have security codes, pass cards, or keys to the Premises. Tenant shall only allow such access codes, pass cards and or keys to the minimum number of staff necessary to operate the clinic at MCEB.

(9) Provide appropriate signage in compliance with Sub-section 5 herein, at Tenant expense, at the Premises and/or the Multnomah County East Building identifying the location of Tenant's after hours clinic.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking. Parking for all tenants of, and visitors to, the building in which the Premises are located shall be in accordance with the Multnomah County East Building: Parking Distribution Plan (the "Parking Plan"). The Parking Plan may be changed by Landlord in its discretion at any time and Tenant shall not have any right to use of the parking at the building

except in accordance with the Parking Plan then in effect. The November 2001 Parking Plan, attached to this Lease as Exhibit "B", is in effect at the commencement date and shall remain in effect unless and until changed by Landlord. Landlord shall notify Tenant of any future changes to the Parking Plan.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, venting, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance. Carpets shall be repaired and replaced as necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes.

(2) Tenant shall perform all necessary maintenance and repairs to trade fixtures (regardless if attached to Premises) and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.3 dealing with waiver of subrogation, but including

repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the Premises which Landlord is not required to make under Section 4.1.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Restricted. Tenant shall make no improvements or alterations on the Premises of any kind. Tenant may request that alterations to the Premises be made and such alterations shall be made, subject to Landlord's reasonable approval and at Tenant's sole expense. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. Alterations requested by Tenant will be performed by Landlord at the expense of Tenant.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Such improvements and alterations shall, at Landlord's option, be removed by Tenant and the premises restored, unless the

applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required Landlord. . Landlord is self-insured for its property and liability exposures, as subject to the Oregon Tort Claims Act, ORS 30.260 through 30.300.

6.2 Insurance Required Tenant. Tenant shall provide at its expense on or before the Commencement Date and keep in force during the Term, naming Landlord insured, a commercial general liability insurance policy or such successor comparable form of coverage (hereinafter referred to as a "Liability Policy") written on a "per occurrence basis," including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting Landlord and Tenant against liability occasioned by any covered occurrence on or about the Premises. Such policy shall be written by a good and solvent insurance company licensed to do business in the State of Oregon and shall provide coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, subject to a commercially reasonable deductible. Prior to the time such insurance is first required to be carried by Tenant and thereafter, Tenant agrees to deliver to Landlord a certificate evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon ten (10) days' prior written notice to Landlord.

6.3 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver of subrogation shall be valid only if the insurance policies of both parties in question expressly permit waiver of subrogation or if the insurance companies agree in writing that such waivers will not affect coverage under the policies.

Section 7. Taxes

7.1 Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord. If Tenant intends to seek exemption from real property taxes Tenant shall apply for exemption through Multnomah County Assessment and Taxation pursuant to ORS 307.112.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

Section 8. Services and Utilities.

8.1 Landlord and Tenant Responsibilities. Landlord will cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

<u>Utility or Service</u>	<u>Cost Paid By:</u>	
	<u>Landlord</u>	<u>Tenant</u>
Water	<u>X</u>	<u>---</u>
Sewer	<u>X</u>	<u>---</u>

Electricity	<u>X</u>	---
Gas	<u>X</u>	---
Trash Removal	<u>X</u>	---
Janitorial Service	<u>X</u>	---
Janitorial Supplies	<u>X</u>	---
Snow and Ice Removal	<u>X</u>	---

8.2 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available to Tenant.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds fifty five percent (55%) of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than forty five (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within six months before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within thirty (30) days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of nine percent (9%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranties.

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

Section 12. Assignment and Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 15 days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is

bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

Section 14. Remedies on Default. In the event of default by tenant, the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to the rent last paid by Tenant during the original term. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than thirty (30) days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Notices. Any notice required or permitted under this lease shall be given when actually delivered or forty eight (48) hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.3 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.4 Entry for Inspection. Landlord shall have the right to enter upon the Premises with twenty four (24) hours prior notice to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, except in cases of emergency when Landlord shall have the right to enter upon the Premises without notice. In addition, Landlord shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.5 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within ten (10) days after it is due, bear interest at the rate of nine percent (9%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents (\$.05) per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.6 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall

be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

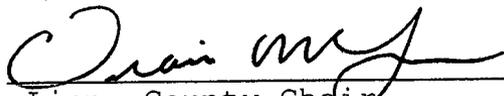
16.7 Oregon Tort Claims Act. Any covenant herein by Landlord to defend, indemnify or hold harmless the Tenant, or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.270.

16.8 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

16.9 Provider of Transportation Services. Tenant shall contract with transportation providers in the tri-county area to provide transportation for the elderly, people with disabilities, and the general community.

For Landlord:
BOARD OF COUNTY COMMISSIONERS INC. FOR
MULTNOMAH COUNTY, OREGON

Date: 01.06.05

By: 
Diane Linn, County Chair

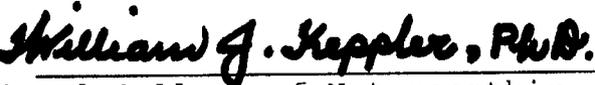
Date: 12.10.04

Reviewed By: 
Matthew O. Ryan, Asst County

Attorney

For Tenant:

Date: 02 Dec 2004

By: 
National College of Naturopathic
Medicine, an Oregon Non-Profit
Corporation (NCNM)
President

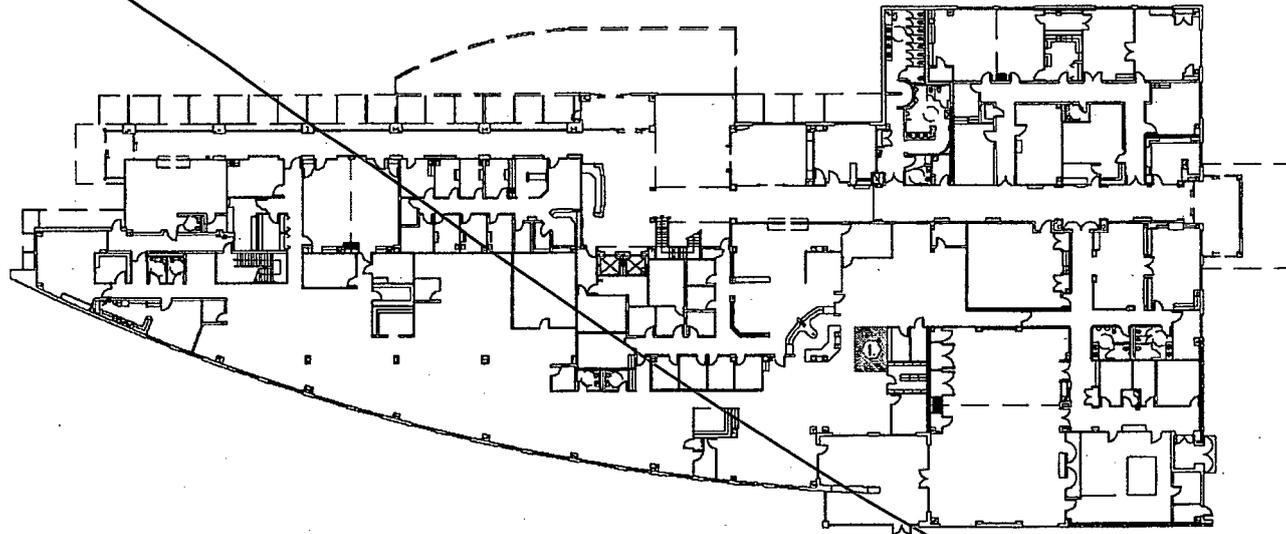
Occupant Information

① Exclusive Use Space
160

Multnomah County East - 437
600 NE 8th Street
Gresham, Oregon 97030

R-28F - Ride Connection, Inc.

EXHIBIT A



First Floor

Measured by: Brett Tauta
Date: 23 February 2004

BOGSTAD Deborah L

From: CRAWFORD Debra D.
Sent: Wednesday, January 12, 2005 10:36 AM
To: BOGSTAD Deborah L
Subject: Exhibit Correction to NCNM lease document

Hi Deb,

Don't know how this made it all the way through without notice until yesterday, but the lease Exhibit A for the NCNM lease approved last week is unfortunately incorrect.

I'm working on getting the proper Exhibit A into the electronic file, and will send to you to replace the incorrect exhibit. Just wanted to give you a heads up. I'm also sending a new page to the tenant.

I'm so sorry. Please let me know if there is anything else you will need. Thanks.

*Debra Crawford
Property Management Specialist
Multnomah County
Facilities & Property Management
(503) 988-4206
FAX (503) 988-5082*

Occupant Information

① Shared Space
1405 Sqft

② Exclusive Use Space
66 Sqft

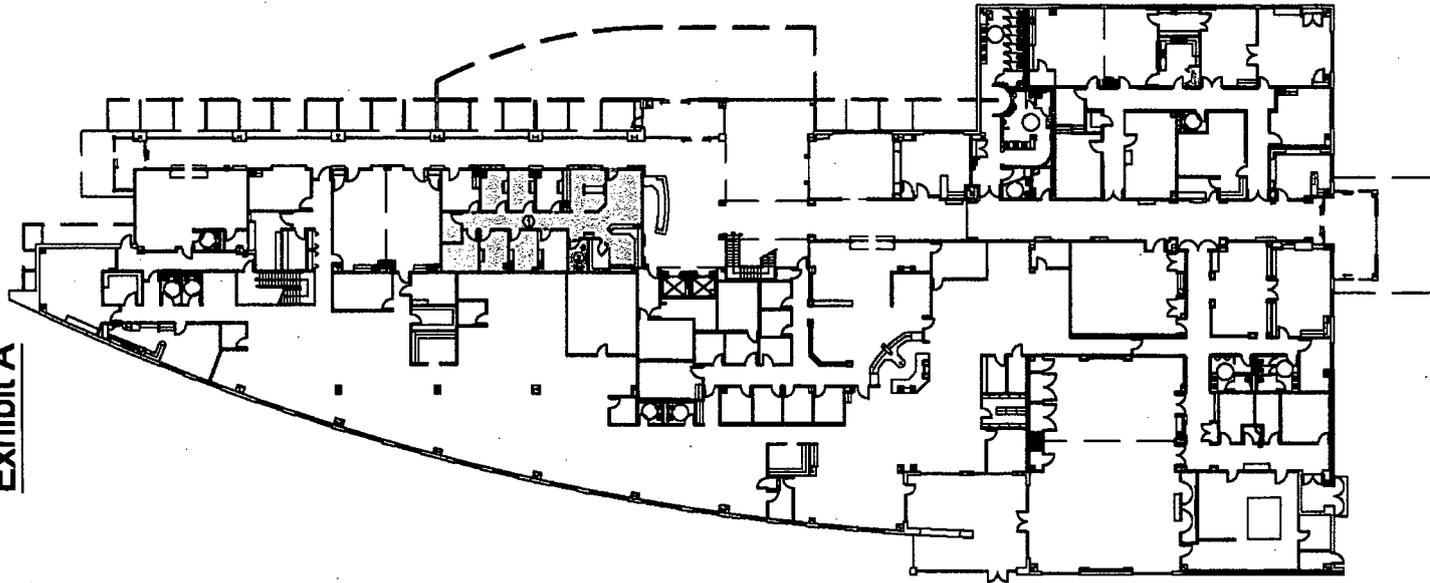
1405 Sqft - Shared Space
66 Sqft - Exclusive Use Space

1471 Sqft Total

Multnomah County East - 437
600 NE 8th Street
Gresham, Oregon 97030

SUITE 170

Exhibit A



First Floor

Measured by: Brett Taute
Date: 15 June 2004
Control # X-05-002



EXHIBIT B

Multnomah County East Building: Parking Distribution Plan
November 2001

1. Guiding Principles:

- Customer parking is priority;
- No staff parking in customer areas;
- Previous distribution and location of parking for Disabled, L&F MOW drivers and Special Assistance are already agreed to;
- County Parking Policy is in transition but affects parking distribution;
- The Tri Met Parking Garage Space Allocation is governed by County -Tri Met Parking Agreement. Health and ADS are required to manage parking use in the allotted spaces per the Agreement terms. Tri Met spaces will be only allocated to staff (includes partners) in order to assure compliance with the terms of the Agreement.
- Parking will be managed on an ongoing basis, by ADS and Health Depts' Building Management Team (BMT) and the Building Tenant Council.
- Parking is not assigned other than described as special needs or MOW:
- Staff spaces will be marked in the Building Parking Lot as follows:
 - Reserved ADS-P (ADS and partners)
 - Reserved HED; (Health Department and partners)
 - Staff Carpool; (All tenants)
 - Staff Short-term, 20 minutes (All tenants)

2. Distribution of MCE Lot 201 Spaces

- Of the 201 spaces in MCE Lot (see diagram)
 - 137 for VISITORS (customers)
 - 5 for Special Needs (courtesy parking)
 - 14 for Disabled (staff and customers)
 - 11 L&F Meals on Wheels Drivers (9:00 - 2:00)
 - 4 Short-term Staff - 20 minute limit
 - 3 Staff Carpool
 - 21 allocated to ADS-P and HED Staff based on ratio of space:
 - 11 to Health
 - 10 to ADS and Partners
 - 7 spaces allocated for County Cars;

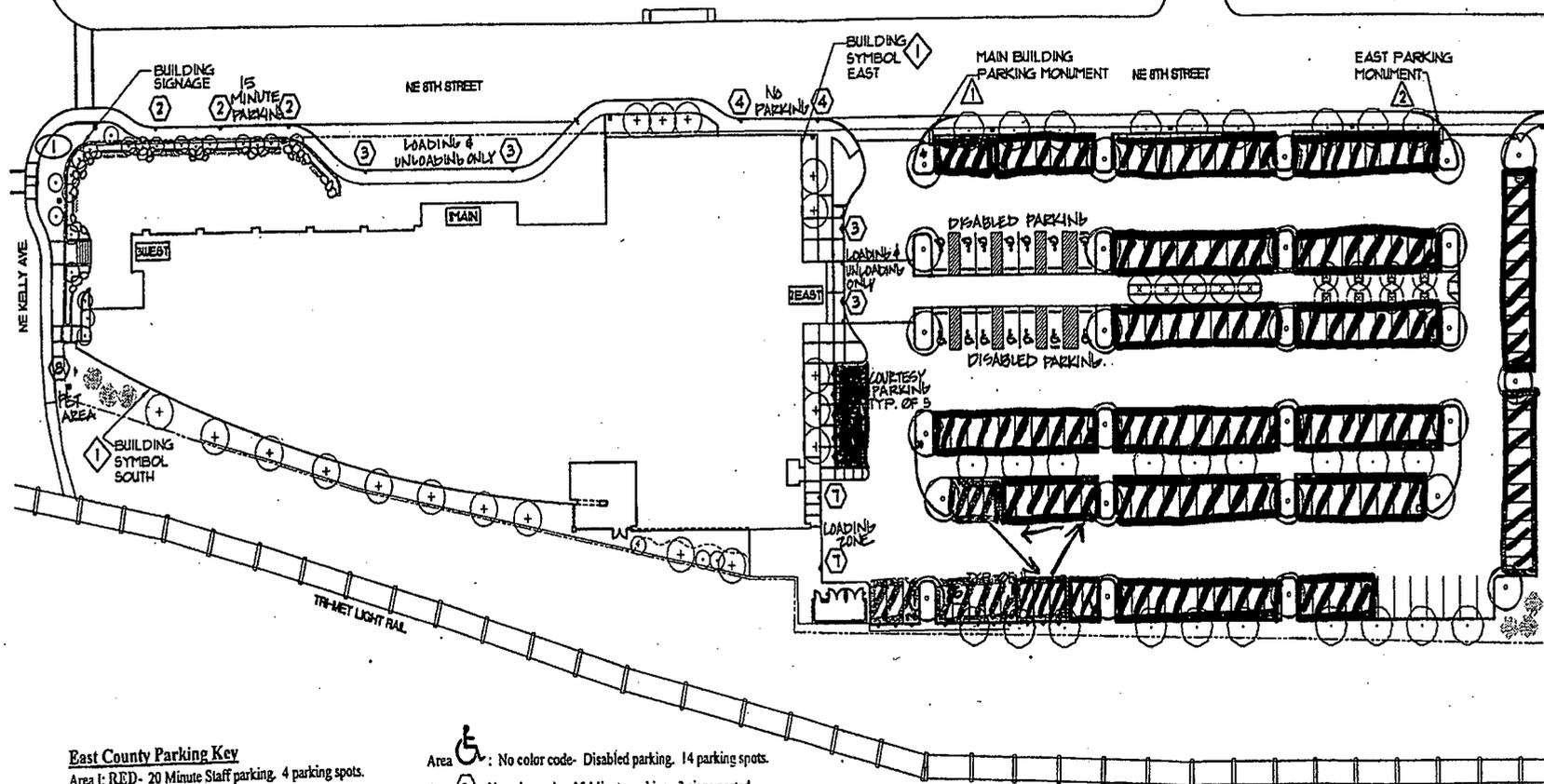
3. Distribution of Tri Met Parking Garage 70 Spaces

- Of the 70 Spaces in Tri Met Garage
 - 2 assigned to Staff Carpool;
 - 34 assigned to HEALTH staff (HED)
 - 34 assigned to ADS and partners staff (ADS-P)

4. Special Notes:

- Recommend this distribution for first year with reassessment of parking needs and parking issues once programs are more fully functioning.
- Tri Met Agreement requires Auto-reduction plan 6 months after opening

EAST COUNTY PARKING DETAILS



East County Parking Key

- Area I: RED- 20 Minute Staff parking, 4 parking spots.
- Area II: ORANGE- Staff Carpool parking, 3 parking spots.
- Area III: - County Car parking, 7 parking spots.
- Area IV: GREEN- Mini Bus parking, 2 parking spots.
- Area V: BLUE- Visitor parking, 136 parking spots.
- Area VI: PURPLE- HED Staff parking, 11 parking spots.
- Area VII: PINK- ADS-P Staff parking, 10 parking spots.

- Area ①: No color code- Disabled parking, 14 parking spots.
- Area ②: No color code- 15 Minute parking, 3 signs posted.
- Area ③: No color code- Loading and Unloading only, 4 signs posted, 2 at each location.
- Area ④: No color code- No Parking, 2 signs posted.
- Area ⑤: MAGENTA- Courtesy parking, 5 parking spots w/ signage.
- Area ⑥: GREY- Reserved Loaves and Fishes, 11 parking spots w/ signage.
- Area ⑦: No color code- Loading Zone/No parking, 2 signs posted.
- Area ⑧: No color code- Pet Area, 1 sign posted.

* SEE EXTERIOR SIGN ELEVATIONS FOR SIGNAGE DETAILS.

Note: ↗ Distribution change to plan per FM signage alteration; Affects MOW, STAFF CARPOOL, and VISITOR SLOT LOCATION.



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
Agenda Item #: R-7
Est. Start Time: 10:05 AM
Date Submitted: 12/13/04

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Declaring a Portion of the Property Located at 3653 SE 34th Avenue, Portland, Oregon to be Surplus and Approving a Real Property Lease to Pacific University**

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Business and Community Services</u>	Division:	<u>FPM</u>
Contact(s):	<u>Debra Crawford</u>		
Phone:	<u>503 988-4206</u>	Ext.:	<u>84206</u>
		I/O Address:	<u>274</u>
Presenter(s):	<u>Debra Crawford</u>		

General Information

1. What action are you requesting from the Board?

The Department of Business and Community Services requests the Board review the lease to Pacific University for surplus space in the Southeast Health Clinic at 3653 SE 34th Avenue, Portland, Oregon, and authorize the Chair to sign the lease agreement on behalf of the County.

The Department of Business and Community Services, Facilities and Property Management Division recommends adoption of the Resolution.

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

Multnomah County has been leasing approximately 1,879 square feet of optometry clinic space to Pacific University for its Optometry School in the Southeast Health Clinic since 1994. The original lease expired and Pacific University has occupied the space on a holdover basis until the County's property disposition plan was developed and it was determined that the leased space was still surplus to County use when County Health Services remained in the Southeast Health Clinic. Pacific

University's optometry program is compatible with and closely aligned to County Health Services, and the University's continued occupancy in the leased space was found to be mutually beneficial.

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

The new lease agreement will be effective July 1, 2004 through June 30, 2006. FY05 lease payments will be \$3,000 per month for an annual total of \$36,000. The lease provides for an increase in rent the second year of approximately 2.68% to \$3,080.42 per month for a total of \$36,965.04 in FY06. The lease provides for the option of two successive terms of two year each, with a rent adjustment for any subsequent two year term based upon changes in the Consumer Price Index for Portland.

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

none

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

none

Required Signatures

**Department/
Agency Director:**



Date: 12/09/04

Budget Analyst:



Date: 12/10/04

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO.

Declaring a Portion of the Property Located At 3653 SE 34th Avenue, Portland, Oregon
To Be Surplus And Approving A Real Property Lease to Pacific University.

The Multnomah County Board of Commissioners Finds:

- a. Pacific University currently leases approximately 1,895 square feet of space from Multnomah County at 3653 SE 34th Avenue, Portland, Oregon, (Property) which is surplus to County use.
- b. Multnomah County and Pacific University desire by the attached Lease to extend the term of the lease until June 30, 2006.
- c. It is in the best interests of the County to renew the lease on the Property on the terms and conditions set forth in the attached Lease.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 6th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

COMMERCIAL LEASE

Date: September 20, 2004

Between: Multnomah County ("Landlord")
401 N. Dixon Street
Portland Oregon 97227

And: Pacific University ("Tenant")
School of Optometry
2043 College Way
Forest Grove, Oregon 97116

Landlord leases to Tenant and Tenant leases from Landlord within the Landlord's facility known as the "Southeast Health Center" located at 3653 SE 34th Avenue, Portland, Oregon, an area totaling approximately 1,879 square feet as more particularly shown on the attached Exhibit A the (the "Premises") on the terms and conditions stated below.

SECTION 1. OCCUPANCY

1.1 Original Term. The term of this lease shall commence on November 1, 2004, and continue through June 30, 2006, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on November 1, 2004.

1.3 Renewal Option. If the lease is not in default when the option is exercised or when the renewal term is to commence, Tenant shall have the option to renew this lease for two successive two year terms, as follows:

(1) The renewal term shall commence on the day following expiration of the original term.

(2) The option may be exercised by giving written notice to Landlord not less than 90 days before the last day of the original term. Giving such notice is sufficient to make the lease binding for the renewal term without further act of the parties. Landlord and Tenant are then bound to take the steps required in connection with the determination of rent as specified below.

(3) The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant no longer has the option to renew this lease. Rent for the renewal term shall be the rent paid during the preceding year plus any adjustment calculated under section 2.3.

SECTION 2. RENT

2.1 Base Rent. During the original term of this lease, Tenant shall pay to Landlord as base rent the sum of \$3000.00 per month through June 2005. For the second year of the first term July 1, 2005 through June 30, 2006, rent shall be \$3080.42 per month. Rent is payable on the first day of each month in advance.

2.2 Additional Rent. All taxes, insurance costs, utility charges that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

2.3 Rent Adjustment. For any subsequent two year term of this lease, the base rent provided in Section 2.1 shall be increased or decreased each July during the term, and any extension thereof, by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor. Comparisons shall be made using the index entitled Consumer Price Index – All Urban Consumers – Portland-Salem, OR-WA (1982-84 = 100) or the nearest comparable data on changes in the cost of living if such index is no longer published. The change shall be determined by comparison of the most recent figure available on November 1, 2004 and that available on July 1 of each succeeding year. In no event, however, shall base rent be reduced below that payable during the first year of this lease.

SECTION 3. USE OF THE PREMISES

3.1 Permitted Use. The Premises shall be used for provision of optometric services and related uses. The Premises may not be used for any other purpose without the consent of Landlord.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(3) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord.

3.3 Hazardous Substances. Tenant shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those hazardous substances typically used or sold in the prudent and safe operation of the activities specified in section 3.1. Tenant may store such hazardous substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all environmental laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and shall take all

practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. On the expiration or termination of this Lease, Tenant shall remove all hazardous substances from the Premises. As used in this section, the term "*environmental law*" means any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. As used in this section, the term "*hazardous substance*" means any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any environmental law and shall include, without limitation, petroleum oil and its fractions.

SECTION 4. REPAIRS AND MAINTENANCE

4.1 Landlord's Obligations. Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

4.2 Tenant's Obligations. Tenant, at its expense, shall keep the Premises in first-class repair, operating condition, working order, and appearance.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.4 Reimbursement for Repairs Assumed. If Tenant fails or refuses to make repairs that are required by this section, Landlord may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of 9% per annum from the date of expenditure by Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, Landlord may not perform repairs that are the obligation of Tenant and charge Tenant for the resulting expense unless at least 14 calendar days before work is commenced tenant is given notice in writing outlining with reasonable particularity the repairs required, and Tenant fails within that time to initiate such repairs in good faith.

4.5 Inspection of Premises. Landlord has the right to inspect the Premises at any reasonable time to determine the necessity of repair. Whether or not an inspection is made, the duty of Landlord to make repairs does not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

SECTION 5. ALTERATIONS

5.1 Alterations Prohibited. Tenant shall not make any improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used in this section, "*alterations*" includes the installation of telecommunications wiring, cables, and conduit.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the Landlord's consent specifically provides otherwise. Improvements and

alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the Landlord's consent specifically provides otherwise.

SECTION 6. INSURANCE

6.1 Insurance Required. Lessee, at its expense, shall maintain at all times during the Term of this Lease commercial general liability insurance in respect of the Premises and the conduct or operation of its business, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit coverage. Multnomah County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Lessor.

6.2 Increase in Coverage. Lessor may from time to time, but not more frequently than once every three years, require that the amount of commercial general liability insurance be increased so that the amount adequately protects Lessor's interests. Lessee, at its expense, shall maintain at all times during the Term of this Lease commercial general liability insurance with respect to the Premises and the conduct or operation of its business, with Lessor as additional insured.

6.3 Waiver of Subrogation. Landlord shall not be liable to Tenant (or to Tenant's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in Tenant's fire insurance policy and, in the event of insured loss, Tenant's insurance company shall not have a subrogated claim against Landlord.

SECTION 7. TAXES AND UTILITIES

7.1 Property Taxes. Tenant shall pay as due all taxes, assessments and levies on the Premises and all personal property located on the Premises. As used in this section, real property taxes include any fee or charge relating to the use, occupation or rental of the Premises, other than taxes on the net income of Tenant.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause the assessment to be treated the same as general real property taxes under section 7.1.

7.3 Contest of Taxes. Tenant may contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk to Landlord's interest in the Premises.

7.4 No Proration of Taxes. Tenant shall pay taxes for any tax year in which this lease is in effect on July 1 without proration.

7.5 New Charges or Fees. If a new charge or fee relating to the possession or use of the Premises is assessed or imposed, then, to the extent permitted by law, Tenant shall pay such charge or fee. However, Tenant has no obligation to pay any charge or fee based on the income derived by Landlord from this lease.

7.6 Tenant Payment of Utility Charges. Except as provided in section 7.7, Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for

fuel, water, gas, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services.

7.7 Landlord Payment of Utility Charges. Landlord shall pay the cost of electricity at the Premises.

SECTION 8. DAMAGE AND DESTRUCTION

8.1 Partial Damage. If the Premises are partly damaged through no fault of Tenant and section 8.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

8.2 Destruction. If the Premises are destroyed or damaged such that the Premises are unsuitable for the use that Tenant was then making of the premises, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

8.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

8.4 Damage Late in Term. If damage or destruction to which section 8.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under section 8.2.

SECTION 9. EMINENT DOMAIN

9.1 Partial Taking. If a portion of the Premises is condemned and section 9.2 does not apply, the lease shall continue on the following terms:

(1) Landlord shall be entitled to all of the proceeds of condemnation and Tenant shall have no claim against Landlord as a result of the condemnation.

(2) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(3) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking, as determined by Landlord.

(4) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion

of the Premises, this shall be regarded as a partial condemnation to which sections 9.1(1) and 9.1(3) apply, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

9.2 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Landlord under section 8.2. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.3 Sale in Lieu of Condemnation. Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this section as a taking by condemnation.

SECTION 10. LIABILITY AND INDEMNITY

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from, and reimburse Landlord for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises, except to the extent caused by Landlord's negligence or breach of duty under this lease. Landlord shall have no liability for the failure or interruption of utilities except to the extent caused by Landlord's negligence or breach of duty under this Lease and in no event for lost profits or consequential damages.

SECTION 11. QUIET ENJOYMENT; ESTOPPEL CERTIFICATE

11.1 Landlord's Warranty. Landlord warrants that it is the owner of the Premises and has the right to lease it free of all encumbrances. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

11.2 Estoppel Certificate. Either party shall, within 20 days following a request from the other party, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

SECTION 12. ASSIGNMENT AND SUBLETTING

No part of the Premises may be assigned, mortgaged, or subleased, or the use of any portion of the property conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. Consent in one instance does not prevent this provision from applying to a subsequent instance. Landlord may withhold or condition consent in its sole and arbitrary discretion.

SECTION 13. DEFAULT

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision is complied with if Tenant begins to correct the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this section apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

13.4 Abandonment. Failure of Tenant for 30 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

SECTION 14. REMEDIES ON DEFAULT

14.1 Termination. In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord is entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

14.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord is not required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.3 Damages. In the event of termination or retaking possession following default, Landlord is entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.
- (2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under section 14.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.
- (3) Any excess of the value of the rent and all of Tenant's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

14.4 Right to Sue More than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this lease, Landlord may do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 9% annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

14.6 Remedies Cumulative. The foregoing remedies are in addition to and do not exclude any other remedy available to Landlord under applicable law.

SECTION 15. SURRENDER AT EXPIRATION

15.1 Condition of Premises. On expiration of the lease term or earlier termination, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date before such surrender. Tenant's obligations under this section are subordinate to the provisions of section 8 relating to destruction.

15.2 Fixtures

(1) All fixtures placed on the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord and repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Before expiration or other termination of the lease term, Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this failure shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 150% of the rent last paid by Tenant, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days before the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

SECTION 17. ARBITRATION

17.1 Disputes to Be Arbitrated. If any dispute arises between the parties regarding this lease, either party may request arbitration. If arbitration is requested the dispute will be decided by a single arbitrator selected by the parties, or if the parties cannot agree, appointed by the presiding judge of the Multnomah County Circuit Court.

17.2 Procedure for Arbitration. The arbitration shall be conducted in accordance with ORS 36.600 et seq. The arbitration shall take place in Portland, Oregon. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

Lessor:

By: _____

Title: Diane M. Linn, Multnomah County Chair

Date: _____

Lessee:

By: Harlene P. Morgan

Title: VP Finance + Admin

Date: 11/23/04 ↓

Reviewed:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

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

Occupant Information

① Space 1
946
Clinic

② Space 2
933
General Use

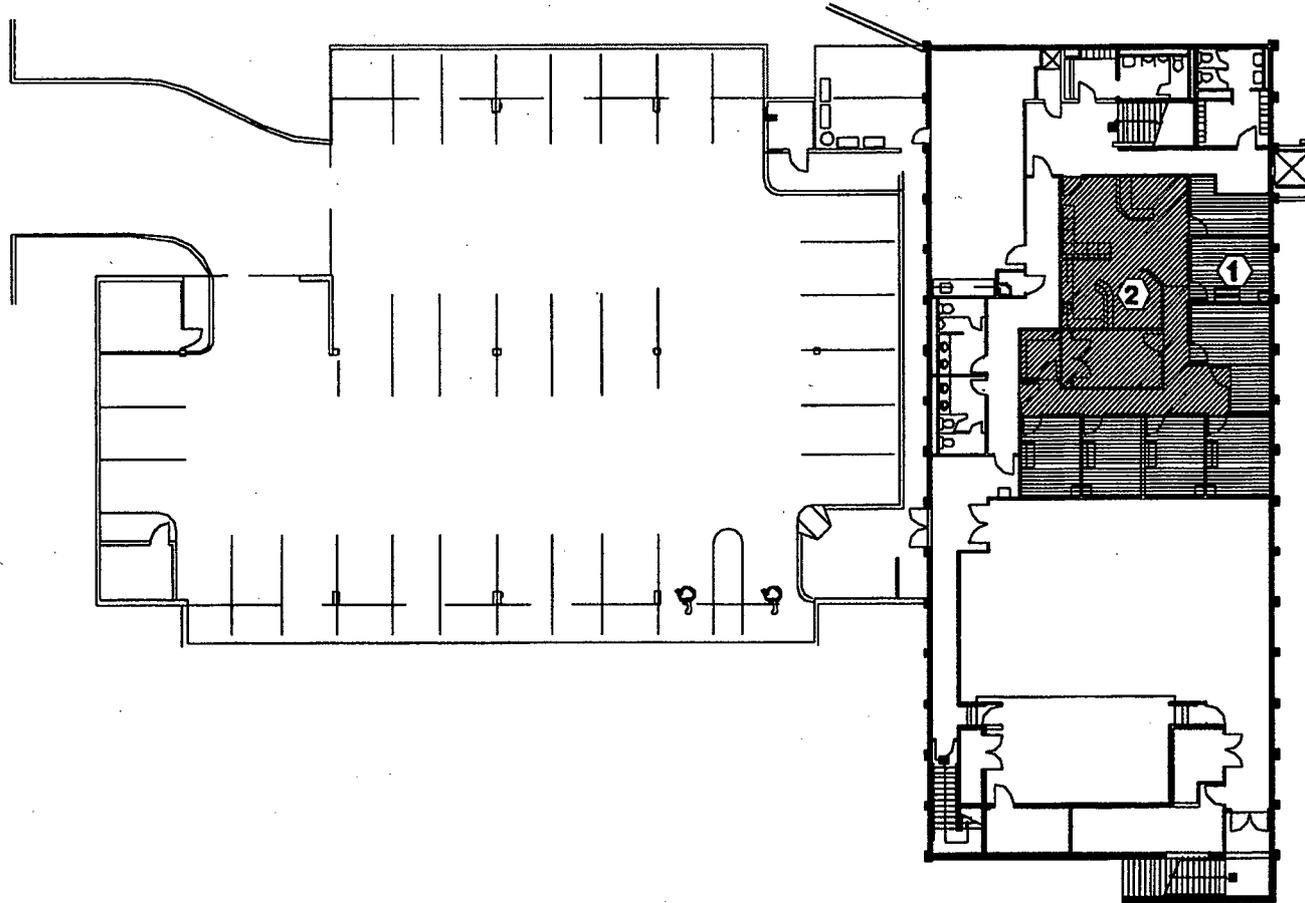
946 Clinic
933 General Use
1879 Total

Southeast Health Center - 420

3653 SE 34th Avenue
Portland, OR 97202

R-09 - PACIFIC UNIVERSITY

Exhibit A



Basement

Measured by: Mary Nguyen
Date: 17 November
Control# X-05-038





**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
Agenda Item #: R-8
Est. Start Time: 10:10 AM
Date Submitted: 12/13/04

BUDGET MODIFICATION: -

**Resolution Adopting a Hazardous Conditions and Administrative Closure
Agenda Title: Policy**

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Business and Community Services</u>	Division:	<u>Emergency Management</u>
Contact(s):	<u>Tom Simpson</u>		
Phone:	<u>503-988-4233</u>	Ext.	<u>84233</u>
		I/O Address:	<u>503/600</u>
Presenter(s):	<u>Tom Simpson</u>		

General Information

- 1. What action are you requesting from the Board?**
Approval of the Resolution Adopting a Hazardous Conditions and Administrative Closure Policy.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

Last winter, the County realized it needed to improve communication and clarify policy and procedure when faced with the closure of County facilities or services. Since that time, a revised personnel rule, a set of procedures, and a resolution were created to close these gaps.

The personnel rule has been reviewed by County bargaining units, department directors, elected officials, and Board staff. The Board was briefed on November 18, 2004. Currently, County departments are reviewing the draft procedures and tentatively putting them into place pending Board approval.

The rule calls for the clarification of which employee is an essential employee and addresses how

the County will handle absences and the closure of facilities.

As part of the procedures, County departments are solidifying the processes they use to update call-in numbers for staff and clients, creating or updating call-down lists and web pages. Time frames have been set and agreements reached about who will be called.

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

None

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

The policy and rule have been reviewed by the County Attorney's Office.

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

None

Required Signatures

**Department/
Agency Director:**

Robert A Maestre

Date: 12/09/04

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Adopting a Hazardous Conditions and Administrative Closure Policy

The Multnomah County Board of Commissioners Finds:

- a. The Chair has authority to direct county officers and employees to perform or facilitate emergency services (MCC § 7.905). The Chair also determines when to close or curtail County operations and allow employees to leave work early due to situations affecting employees' health or safety. Such administrative closures may be due to inclement weather, natural or other disasters, or the presence of hazardous materials or chemicals.
- b. Under MCC 9.030, county personnel rules may be adopted by Board resolution or by Chair Executive Rule. On September 9, 2002, by Executive Rule 270, the Chair adopted the current personnel rules, including MCPR 3-15 Inclement Weather and Natural Disaster.
- c. Procedures should be developed for designating employees who are required to report for duty regardless of administrative closures, to perform emergency-related functions and other services essential to the public health and safety (essential employees).
- d. The Board wishes to clarify administrative closure authority, require designation of essential employees, and allow employees to adjust work hours to make up for weather-related absences.
- e. ^{Some} Existing labor agreements and personnel rules were silent on the procedures necessary for administrative closures. The language of this amended rule was reviewed and approved by the bargaining units of the County. ^{ALLOP}

The Multnomah County Board of Commissioners Resolves:

1. The Chair, Sheriff, Auditor, and District Attorney may determine administrative closures for their operations and shall develop procedures for designating essential employees.
2. Employees may, at the discretion of their supervisor, be allowed to adjust their work hours within the work week to make up for late arrivals and early departures provided that no overtime or compensatory time is earned as a result of the adjustment.
3. The Chair is directed to amend Executive Rule 3-15 to implement this policy.

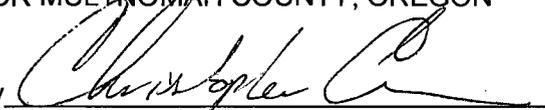
ADOPTED this 6th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher Crean, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-006

Adopting a Hazardous Conditions and Administrative Closure Policy

The Multnomah County Board of Commissioners Finds:

- a. The Chair has authority to direct county officers and employees to perform or facilitate emergency services (MCC § 7.905). The Chair also determines when to close or curtail County operations and allow employees to leave work early due to situations affecting employees' health or safety. Such administrative closures may be due to inclement weather, natural or other disasters, or the presence of hazardous materials or chemicals.
- b. Under MCC 9.030, county personnel rules may be adopted by Board resolution or by Chair Executive Rule. On September 9, 2002, by Executive Rule 270, the Chair adopted the current personnel rules, including MCPR 3-15 Inclement Weather and Natural Disaster.
- c. Procedures should be developed for designating employees who are required to report for duty regardless of administrative closures, to perform emergency-related functions and other services essential to the public health and safety (essential employees).
- d. The Board wishes to clarify administrative closure authority, require designation of essential employees, and allow employees to adjust work hours to make up for weather-related absences.
- e. Some existing labor agreements and personnel rules were silent on the procedures necessary for administrative closures. The language of this amended rule was reviewed and approved by all of the bargaining units of the County.

The Multnomah County Board of Commissioners Resolves:

1. The Chair, Sheriff, Auditor, and District Attorney may determine administrative closures for their operations and shall develop procedures for designating essential employees.
2. Employees may, at the discretion of their supervisor, be allowed to adjust their work hours within the work week to make up for late arrivals and early departures

provided that no overtime or compensatory time is earned as a result of the adjustment.

3. The Chair is directed to amend Executive Rule 3-15 to implement this policy.

ADOPTED this 6th day of January, 2005.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By

Christopher Crean, Assistant County Attorney

BOGSTAD Deborah L

From: LINN Diane M

Sent: Thursday, January 06, 2005 3:49 PM

To: #MULTNOMAH COUNTY ALL EMPLOYEES

Subject: Personnel Rule & Instructions regarding Hazardous Conditions and Administrative Closures

In anticipation of possible upcoming inclement weather, all County employees will need to read these two attached documents very carefully. One is a Personnel Rule regarding Hazardous Conditions and Administrative Closures; the other document is an information sheet explaining employee responsibilities and describing notifications that will be used in the event of facility closures and/or schedule changes. The information sheet tells employees where to find the most current information about the County's status.

Thank you in advance for your diligent efforts to serve the public during all kinds of weather. I hope you're off to a great new year.

1/6/2005

Rule 3-15

HAZARDOUS CONDITIONS AND ADMINISTRATIVE CLOSURES

§s:

- 3-15-010** **Policy**
- 3-15-015** **Essential Employees**
- 3-15-020** **Absences**
- 3-15-030** **Partial Day Absences**
- 3-15-040** **Administrative Closures of County Facilities**
- 3-15-050** **Employees with Disabilities**

§ 3-15-010 **POLICY**

(A) County employees are expected to make every effort to come to work to serve the public. This rule covers circumstances that may cause unsafe conditions for mobility and transportation and is intended to inform employees of their responsibilities and options during such conditions.

(B) The Chair is responsible for determining when to close or curtail County operations, or to allow employees to leave work early, due to situations affecting the health or safety of employees and/or the public, including but not limited to inclement weather, natural or other disasters, the presence of hazardous materials or chemicals, or any other conditions which would pose a clear health or safety risk if normal operations are continued.

§ 3-15-015 **ESSENTIAL EMPLOYEES**

The County provides a wide array of services, including many emergency-related functions and other services essential to the public health and safety. The Auditor, District Attorney, the Sheriff, and each Department will develop a procedure for identifying and informing employees who are required to report for duty regardless of decisions to close or curtail other County operations, and shall inform those employees of their designation as essential and the expectations for reporting for duty. Essential employees may be required to present verification for unplanned absences occurring on days when the County has closed or curtailed other operations due to conditions described in 3-15-010(B). Verification includes, but is not limited to, medical verification for sick leave for the employee or a family member, or other independent verification, depending on the reason given, that conditions prevented the employee from reporting for duty as scheduled in order for the absence to be approved.

§ 3-15-020 **ABSENCES**

Except as provided in MCPR 3-15-040, an employee, FLSA exempt or non-exempt, who does not report to work due to conditions described in 3-15-010(B) shall use appropriate leave as follows:

- (A) After notifying a supervisor, an employee may charge any time not worked to:
- (1) Leave without pay;
 - (2) Compensatory time off;
 - (3) Personal or saved holiday; or
 - (4) Vacation leave.

(B) Sick leave may not be used for this purpose.

§ 3-15-030 PARTIAL DAY ABSENCES

(A) LATE ARRIVALS

FLSA non-exempt employees who attempt to get to work on time but are unavoidably delayed may arrive up to two hours late without penalty. FLSA non-exempt employees who attempt to get to work and arrive more than two hours late may request to have all of their late time charged to a category in MCPR 3-15-020 above.

(B) EARLY DEPARTURES

Managers and supervisors may allow FLSA non-exempt employees who expect to encounter unusual difficulty in getting home to leave early and charge the absence in accordance with MCPR 3-15-020. All employees who live near their work sites or on well-traveled routes are expected to stay on the job until closing time.

(C) REQUESTS TO ADJUST WORK HOURS

Employees may, at the discretion of their supervisor, be allowed to adjust their work hours within the work week to make up for late arrivals and early departures provided that no overtime or compensatory time is earned as a result of the adjustment.

§3-15-040 ADMINISTRATIVE CLOSURES OF COUNTY FACILITIES

(A) The Chair, District Attorney, Auditor, Sheriff or Department Director may order an unplanned curtailment of county or department operations or closure of offices or facilities, or reassign employees to other temporary work locations, when conditions, such as those described in 3-15-010(B), that interfere with or prevent normal operations exist. The District Attorney, Auditor, Sheriff, and Department Directors shall make such judgments in consultation with appropriate health and safety, emergency management, and/or law enforcement officials, as appropriate, and shall immediately notify all affected employees and the Chair's Office of the decision.

(B) An employee who has reported to work and is directed to leave shall be paid for the remainder of the scheduled shift.

(C) An employee who is directed by the County or his/her Department not to report for work due to facility closure, delayed opening, and/or conditions described in 3-15-010(B) shall be compensated for regularly scheduled hours until such time as the facility or office reopens and/or the employee is reassigned to another work location.

(D) An FLSA exempt employee shall not be required to use accrued paid leave or leave without pay for absences when the County or a Department closes or curtails operations for periods of less than a full work week.

(E) Employees already in an approved leave status at the time of closure will remain in that leave status.

§ 3-15-050 EMPLOYEES WITH DISABILITIES

Employees who are disabled pursuant to the Americans with Disabilities Act may require reasonable accommodations in order to help such employees get to work during periods of inclement weather or in the event of a natural disaster. Supervisors will meet with such employees to identify an appropriate manner in which the county may help the employee get to work. Supervisors may seek assistance from the Central HR/LR or County Attorney, if needed, and are encouraged to discuss these plans in advance with any affected bargaining agent.

Administrative Closure messages and instructions

When inclement weather or another potential closure is expected on the morning of a business day, every attempt is made to decide about facility closures and schedule changes the evening before. For an unexpected or a less definite situation, every attempt is made to make a decision by 5:30 am. The County's goal is to make the most appropriate decision for our clients and staff based on the available information.

County staff members collect weather-related data from a range of reliable sources. A network of administrators then decides whether any closures or schedule changes will occur, and arranges for that decision to be relayed to each department, the news media and the County's internet site (not the MINT) as soon as possible. Each department has developed its own internal notification procedure. If you are not contacted or have obtained no information, offices will be open at their regular starting times. **Essential employees are expected to report for their regular shift in all but the rarest of situations.** Essential employees have been determined by each department or elected official as part of their internal notification process. If you have questions about your department's notification process, check with your supervisor. Employees are expected to make good faith efforts to get to work unless they are specifically told not to report to work.

During bad weather or other emergencies, one of the following messages may be displayed and broadcast. Explanations of these messages are found below.

1. **"Multnomah County services are closed. Essential employees report."** The County will close public facilities due to the hazardous condition. Pre-defined essential employees are to report to work at their regularly scheduled time.¹
2. **"All Multnomah County services will open 2-hours late."** This means County services will open two hours after their regular starting time. Essential employees are expected to report at their regular time.
3. **Geographic differences.** The messages above will be altered to include specific information such as, **"All Multnomah County facilities east of Interstate 205."** Or **"All Multnomah County facilities west of the Willamette River..."** Facilities will open two (2) hours late or not at all due to geographically specific hazards. Winter weather, for example, occasionally impacts the Gresham area much more severely than Downtown Portland. This difference may necessitate the use of such a message.
4. **"Multnomah County facilities and offices open except specifically named buildings or facilities."** Listed facility will be closed for the public only. All employees report.

¹ Personnel Rule 3-15-040 states: An employee who is directed by the County or his/her Department not to report for work due to facility closure, delayed opening, or other conditions shall be compensated for regularly scheduled hours until such time as the facility or office reopens and/or the employee is reassigned to another work location.



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
 Agenda Item #: R-9
 Est. Start Time: 10:15 AM
 Date Submitted: 12/13/04

BUDGET MODIFICATION: -

Agenda Title: RESOLUTION Authorizing Condemnation and Immediate Possession of Real Property for the Purpose of Widening NE 223rd Avenue, County Road No. 873 and Constructing Railroad Overpass

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

Date Requested: January 6, 2005 **Time Requested:** 5 minutes
Department: Business and Community Services **Division:** Land Use/Transportation
Contact(s): Michael Phillips P.E., County Engineer or Patrick Hinds Right of Way Support
Phone: 503-988-3712 **Ext.** 83712 **I/O Address:** 455/215
Presenter(s): Patrick J. Hinds

General Information

1. What action are you requesting from the Board?

We are requesting that the Board approve the resolution authorizing the Transportation Division to begin negotiations for the purchase of real property associated with the road improvements and widening of NE 223rd Avenue, County Road No. 873 and to use condemnation if necessary.

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

This improvement project is located in the City of Fairview. The portion of NE 223rd that is being impacted by this improvement project is situated between NE Sandy Blvd. (to the North) and NE Halsey Street (to the South). This portion of NE 223rd has a functional classification as a Major Collector. Presently the right-of-way width for NE 223rd is 50 feet, which is substandard. LUTP rankings and study identify this location as a priority site to widen and improve the road to relieve traffic congestion.

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

The total cost of this construction project is estimated to be \$6.5 million dollars. Of this total, approximately 80% of the cost of the project is federally funded. Multnomah County will fund the

remaining 20% of project costs. This is a one-time expenditure for materials and construction activities. Maintenance expenses are not expected to significantly increase over the current costs to maintain NE 223rd.

The anticipated cost to purchase right of way for this project is not expected to exceed \$335, 000.

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

A total of five privately owned properties will be impacted by this project. Multnomah County will enter into an Intergovernmental Agreement with the Oregon Department of Transportation to negotiate and acquire four of these properties. Multnomah County Transportation will negotiate and acquire property for the Union Pacific Railroad. The City of Fairview has agreed to dedicate frontage along a sixth property.

Negotiations to purchase impacted properties at fair market value will be made in good faith. The impacted properties consist of: a vacant lot; Presbyterian Church property; railroad owned property; three residential properties, one of which may include the purchase of a single family residence.

A portion of the right of way acquisition work will be undertaken as described in the Local Agency Agreement, County contract no. 0310531 (ODOT misc. contract no. 20,934) approved by the Board of County Commissioners as Item No. C-5, on September 18, 2003. The contract, known as "Local Agency Agreement, Surface Transportation Project- METRO Sandy Blvd.- Bridge St. (UPRR Under Xing)", authorized Multnomah County Transportation to enter into an Intergovernmental Agreement with ODOT for preliminary engineering and right of way services. Also, right of way acquisition for this project was identified as priority no. 1 of Resolution No. 01-029 "Approving Multnomah County Projects for Priorities 2002 Metropolitan Transportation Improvement Program Update".

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

Public hearings held on March 22, 2001 during the Board of County Commissioners meeting; March 5, 2001 during the East Multnomah County Transportation Committee and extensive public outreach by METRO from May 2001 to July 2001, served as an opportunity for the public and for governmental jurisdictions to comment. Multnomah County Transportation will continue to inform the local citizenry of the project progress and of any anticipated traffic delays.

Required Signatures

Department/
Agency Director:

Robert A Maestre

Date: 12/10/04

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Condemnation and Immediate Possession of Real Property for the Purpose of Widening and Improving N.E. 223rd Avenue, County Road No. 873; and Constructing Railroad Overpass.

The Multnomah County Board of Commissioners Finds:

- a. It is necessary for Multnomah County to acquire the real property interests described in the attached Exhibits A through E (the property) for the purpose of widening and improving the safety of N.E. 223rd Avenue, County Road No. 873 and constructing a new railroad overpass at Milepost No. 13. 34 hereinafter referred to as "the Project".
- b. County Road No 873 at this location was last widened and improved in approximately 1916. The Project is designed to provide for an improved right of way of variable width.
- c. Under Federal and State regulations the County is obligated to construct the new railroad overpass structure because the widening of the county road requires the replacement of the existing structure.
- d. The Project has been planned and located in a manner that is most compatible with the greatest public good and the least private injury. Attached is a map identified as Exhibit F which shows the approximate location of the Project and the property interests to be acquired.
- e. It is necessary to acquire immediate possession of the property interests described herein to allow construction to proceed and be completed on schedule and within budgetary limitations.

The Multnomah County Board of Commissioners Resolves:

1. It is necessary for Multnomah County to acquire the property interests described in the attached exhibits for the purpose of constructing the Project as discussed above.
2. In the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is authorized and directed to commence and prosecute to final determination such condemnation proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules and regulations governing such acquisition.
3. Upon the final determination of any such proceeding, the deposit of funds and the payment of judgment conveying the property to the County is authorized.

4. It is necessary to obtain possession of such property as soon as possible to allow construction to proceed and be completed on schedule within budgetary limitations.
5. Legal counsel is authorized and directed to take such action in accordance with law to obtain possession of the property as soon as possible.
6. There is authorized the creation of a fund in the amount of the estimate of just compensation for the property, which shall, upon obtaining possession of the property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

ADOPTED this 16th day of December, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-007

Authorizing Condemnation and Immediate Possession of Real Property for the Purpose of Widening and Improving NE 223rd Avenue, County Road No. 873; and Constructing Railroad Overpass

The Multnomah County Board of Commissioners Finds:

- a. It is necessary for Multnomah County to acquire the real property interests described in the attached Exhibits A through E (the property) for the purpose of widening and improving the safety of NE 223rd Avenue, County Road No. 873 and constructing a new railroad overpass at Milepost No. 13.34 hereinafter referred to as "the Project".
- b. County Road No 873 at this location was last widened and improved in approximately 1916. The Project is designed to provide for an improved right of way of variable width.
- c. Under Federal and State regulations the County is obligated to construct the new railroad overpass structure because the widening of the county road requires the replacement of the existing structure.
- d. The Project has been planned and located in a manner that is most compatible with the greatest public good and the least private injury. Attached is a map identified as Exhibit F which shows the approximate location of the Project and the property interests to be acquired.
- e. It is necessary to acquire immediate possession of the property interests described herein to allow construction to proceed and be completed on schedule and within budgetary limitations.

The Multnomah County Board of Commissioners Resolves:

1. It is necessary for Multnomah County to acquire the property interests described in the attached exhibits for the purpose of constructing the Project as discussed above.
2. In the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is authorized and directed to commence and prosecute to final determination such condemnation proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules and regulations governing such acquisition.
3. Upon the final determination of any such proceeding, the deposit of funds and the payment of judgment conveying the property to the County is authorized.

4. It is necessary to obtain possession of such property as soon as possible to allow construction to proceed and be completed on schedule within budgetary limitations.
5. Legal counsel is authorized and directed to take such action in accordance with law to obtain possession of the property as soon as possible.
6. There is authorized the creation of a fund in the amount of the estimate of just compensation for the property, which shall, upon obtaining possession of the property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

ADOPTED this 6th day of January, 2005.



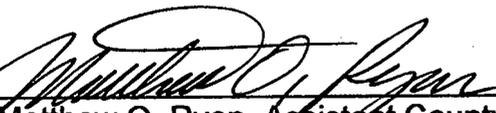
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

NE 223rd Avenue
Union Pacific Railroad
Item No. 04-62

EXHIBIT "A"

In Fee Simple

A tract of land situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, more particularly described as follows:

That portion of the Union Pacific Railroad property lying within a strip of land being 70.00 feet in width, being 35.00 feet on each side of the centerline of NE 223rd Avenue, County Road No. 873 subject to that portion of said Union Pacific Railroad property that lies within the existing right-of-way of said NE 223rd Avenue. The centerline of County Road No. 873 is based on SN 58417, Multnomah County Survey Records, and by said reference is made a part thereof.

Containing 1,717 square feet more or less.

NE 223rd Avenue
Anderson
Item No. 04-35

EXHIBIT "B"

In Fee Simple

"Lots 12 and 'A', Block 6, FAIRVIEW" as described in and conveyed by, a warranty deed to Kirk C. Anderson and Catherine L. Anderson recorded on June 20, 1989 in Book 2213, Page 635, Multnomah County Deed Records, situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., in the City of Fairview, Multnomah County, Oregon.

Containing 8,262 square feet more or less.

EXHIBIT "C"

Parcel 1: In Fee Simple

The westerly 20.00 feet of that tract of land conveyed to Smith Memorial Presbyterian Church of Fairview, OR by Quit Claim Deed recorded as Document No. 99-115496, Multnomah County Deed Records, situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, more particularly described as follows:

That portion of said "Presbyterian Church" Tract, that lies westerly of a line being 40.00 feet easterly of, when measured at right angles to, the centerline of N.E. 223rd Avenue, County Road No. 873*.

Containing 3,265 square feet more or less.

Parcel 2: Temporary Easement for Construction

A portion of that tract of land conveyed to Smith Memorial Presbyterian Church of Fairview, OR by Quit Claim Deed recorded as Document No. 99-115496, Multnomah County Deed Records, situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, more particularly described as follows:

Commencing at a 4" Brass Disc at the Re-entrant corner of the Dunbar D.L.C. No. 41, being a point on centerline at Station 2+02.66 of N.E. 223rd Avenue, County Road No. 873*; thence N02°09'40"E, along said centerline, a distance of 676.62 feet; thence S87°50'20"E, a distance of 40.00 feet to the point of beginning of said portion; thence N39°59'56"E, a distance of 81.51 feet to a point 90.00 feet easterly of, when measured at right angle to, said centerline of N.E. 223rd Avenue; thence N02°09'40"E, a distance of 21.53 feet to a point on the southerly right-of-way line of the Union Pacific Railroad; thence southwesterly along said southerly right-of-way line being the arc of a 1287.63 foot radius curve to the left through a central angle of 2°13'44" (the chord of which bears S88°48'57"W, a distance of 50.09 feet), an arc length of 50.09 feet to a point 40.00 feet easterly of, when measured at right angle to, said centerline; thence S02°09'40"W, a distance of 82.98 feet to the point of beginning.

Containing 2,612 square feet more or less.

EXHIBIT "C" (cont.)

Parcel 3: In Fee Simple

A portion of those tracts of land conveyed to Smith Memorial Presbyterian Church of Fairview, OR described in Book 482, Page 70, recorded on December 15, 1909; Book 1634, Page 369, recorded on December 4, 1953 and Book 737, Page 401, recorded on July 11, 1970; excluding here from those tracts of land described in Book 2184, Page 309 recorded on August 30, 1963 and Book 737, Page 403 recorded on July 11, 1970, Multnomah County Deed Records, also excluding here from that portion lying within N.E. 223rd Avenue, County Road 873, situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, more particularly described as follows:

That portion of said "Presbyterian Church" Tracts, that lie westerly of a line being 40.00 feet easterly of, when measured at right angle to, the centerline of N.E. 223rd Avenue, County Road No. 873*.

Containing 4,261 square feet more or less.

Parcel 4: Temporary Easement for Construction

A portion of those tracts of land conveyed to Smith Memorial Presbyterian Church of Fairview, OR described in Book 482, Page 70, recorded on December 15, 1909 and Book 1634, Page 369 recorded on December 4, 1953, Multnomah County Deed Records, situated in the N.W. One-quarter of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, more particularly described as follows:

Commencing at a 4" Brass Disc at the Re-entrant corner of the Dunbar D.L.C. No. 41, being a point on centerline at Station 2+02.66 of N.E. 223rd Avenue, County Road No. 873*; thence N02°09'40"E, along said centerline, a distance of 387.84 feet; thence S87°50'20"E, a distance of 40.00 feet to the point of beginning of said portion, being a point on the South line of said Book 1634, Page 369 tract; thence N64°02'35"E, along said South line of Book 1634, Page 369 tract, a distance of 22.65 feet to the East corner thereof, also being a point on the South line of Book 482, Page 70 tract; thence N89°47'25"E, along the South line of said Book 482, Page 70 tract, a distance of 40.04 feet to a point being 100.00 feet easterly of, when measured at right angle to, said centerline of N.E. 223rd Avenue; thence N02°09'40"E, a distance of 32.32 feet; thence S84°46'50"W, a distance of 31.73 feet; thence N68°53'33"W, a distance of 19.65 feet; thence N20°31'26"W, a distance of 25.79 feet to a point being 40.00 feet easterly of, when measured at right angle to, said centerline; thence S02°09'40"W, a distance of 70.45 feet to the point of beginning.

Containing 2,160 square feet more or less.

*Bearing, Station and centerline information is based on data per SN 58417, Multnomah County Survey Records, and by said reference is made a part thereof

NE 223rd Avenue
Gering
Item No. 04-36

EXHIBIT "D"

In Fee Simple

The easterly 5.00 feet of that tract of land conveyed to Ben A. Gering and Sharon L. Gering by Warranty Deed recorded as Document No. 98-151225, Multnomah County Deed Records, situated in the West One-half of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, more particularly described as follows:

That portion of said "Gering" Tract, that lies easterly of a line being 35.00 feet westerly of, when measured at right angles to, the centerline of N.E. 223rd Avenue, County Road No. 873.

Containing 297 square feet more or less.

NE 223rd Avenue
Johnson
Item No. 04-37

EXHIBIT "E"

Parcel 1: In Fee Simple

The easterly 5.00 feet of that tract of land conveyed to Kurt D. Johnson by Quit Claim Deed recorded as Document No. 2002-149897, Multnomah County Deed Records, situated in the West One-half of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, more particularly described as follows:

That portion of said "Johnson" Tract, that lies easterly of a line being 35.00 feet westerly of, when measured at right angles to, the centerline of N.E. 223rd Avenue, County Road No. 873.

Containing 528 square feet more or less.

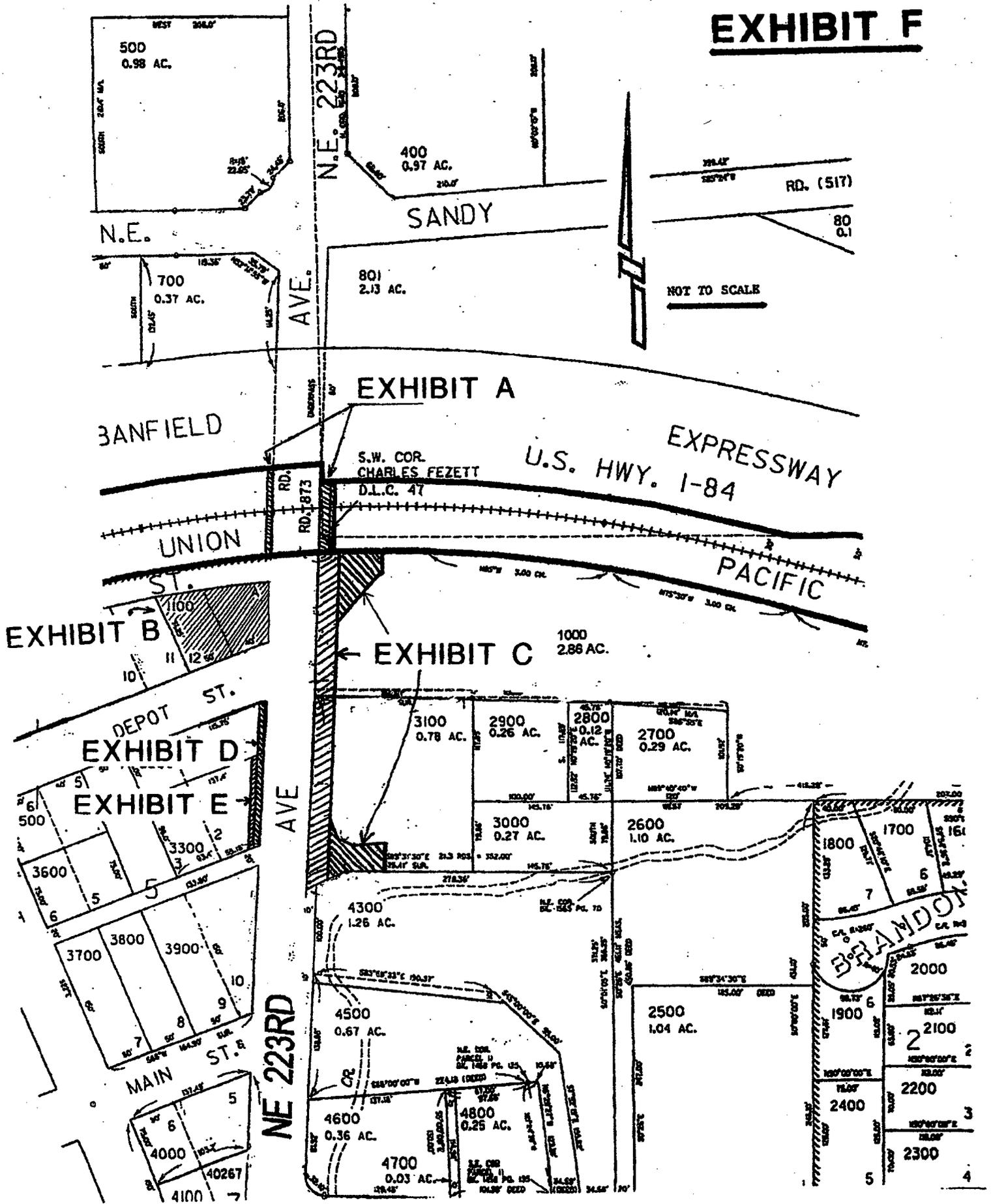
Parcel 2: Easement for Construction and Maintenance of Slopes & Utilities

The westerly 5.00 feet of the easterly 10.00 feet of that tract of land conveyed to Kurt D. Johnson by Quit Claim Deed recorded as Document No. 2002-149897, Multnomah County Deed Records, situated in the West One-half of Section 27, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, more particularly described as follows:

A 5.00 foot strip of land being a portion of said "Johnson" Tract, the West line of said strip being 40.00 feet westerly of, when measured at right angle to, the centerline of N.E. 223rd Avenue, County Road No. 873.

Containing 528 square feet more or less.

EXHIBIT F





**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
 Agenda Item #: R-10
 Est. Start Time: 10:20 AM
 Date Submitted: 12/16/04

BUDGET MODIFICATION: -

**First Reading and Possible Adoption of a Proposed Ordinance Amending
 County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use
 Code, Plan and Map Revisions Related to Accessory Structures, Public Art
 Agenda Murals and 2004 Technical Updates to the Transportation System Plan in
 Title: Compliance with Metro's Functional Plan and Declaring an Emergency**

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Business and Community Services</u>	Division:	<u>Land Use & Transportation</u>
Contact(s):	<u>Gary Clifford & Karen Schilling</u>		
Phone:	<u>503-988-3043</u>	Ext.:	<u>26782</u>
		I/O Address:	<u>455/116</u>
Presenter(s):	<u>Gary Clifford</u>		

General Information

1. What action are you requesting from the Board?

Adopt the ordinance as recommended by the Portland Planning Commission and Portland City Council.

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

On October 11, 2001 the Board adopted Ordinance 967 (effective date January 1, 2002) adopting, in summary, the Portland Comprehensive Plan and zoning ordinance. The County and the City of Portland have been engaged in agreements enabling the City of Portland to provide planning services to achieve compliance with the Metro Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Portland. Since the adoption of Ordinance 967 and subsequently Ordinance 997, the attached ordinances have been passed by the City Council and therefore the County must adopt them pursuant to our

intergovernmental agreement to keep the code up to date. Multnomah County and the City of Portland entered into an Intergovernmental Agreement (IGA) to transfer land use planning responsibilities on January 1, 2002. The IGA lays out a process requiring the County to ensure that any City Council adopted amendments to the City comprehensive plan, zoning code and other regulations adopted by the County Board of Commissioners will be considered by the County Board of Commissioners at the earliest possible meeting. It also states "The County Board of Commissioners shall enact all comprehensive plan and code amendments so that they take effect on the same date specified by the City's enacting ordinance" (unless adopted by emergency). The City will have taken action on all of the above items by the hearing date of this ordinance. If the County does not adopt these amendments, the IGA will be void and the County will be required to resume responsibility for planning and zoning administration within the affected areas.

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

NA

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

State law requires a notice be placed in a newspaper of general circulation 10 days prior (12/27/04) to the BCC hearing. We request adoption of this ordinance by emergency to closely follow the City of Portland adoption dates (12/8/04) as stated in the IGA. Portland failed to provide the County notice of these items in time for the County to adopt them to coincide with the City's adoption date. The County Attorney's office was involved in the drafting of the original IGA and has been involved in coordinating our compliance effort through adoption of these code amendments.

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

The City included the County affected property owners in their noticing for these code revisions when required pursuant to the IGA and directed them to the City legislative process.

Required Signatures

Department/
Agency Director:

Robert A Maestre

Date: 12/16/04

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. ____

Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions Related to Accessory Structures, Public Art Murals and 2004 Technical Updates to the Transportation System Plan in Compliance with Metro's Functional Plan and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).
- e. On December 2, 2004, the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and map amendments in compliance with Metro's Functional Plan by Ordinance 10454.
- f. Since the adoption of Ordinance 1054, the City's Planning Commission recommended land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 through 8. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps and land use code chapters are amended to include the City land use code, plan and map amendments, attached as Exhibit 1 through 8, effective on the same date as the respective Portland ordinance:

Exhibit No.	Description	Effective / Hearing Date
1	Ordinance amending Portland Zoning Code to clarify and improve regulations for accessory structures including accessory dwelling units, without changing policy or intent of the original regulations. (PDX Ord. #178927)	12/1/2004
2	Exhibit A Code Maintenance 2004 Portland Planning Commission Report and Recommendation on Accessory Structures Amendments as Revised by City Council	11/18/2004
3	Ordinance amending Portland Zoning Code to authorize expansion of the City Public Art Program to include the Public Art Murals Program; amend Titles 5, 32 and 33. (PDX Ord. #178946)	12/8/2004
4	Exhibit A – Public Art Murals Program Recommended Draft	11/8/2004
5	Ordinance amending the Transportation System Plan: 2004 Technical Update to change an Emergency Response Street designation. (PDX Ord. #178826)	10/20/2004
6	Exhibit A – TSP Update corrected page; Far NE District	10/20/2004
7	Ordinance amending the Transportation System Plan and Comprehensive Plan to ensure that the documents remain current and consistent with Metro Regional Transportation Plan (PDX Ord. #178815)	10/13/2004
8	Transportation System Plan: 2004 Technical Update Planning Commission Recommendation to City Council	9/2004

Section 2. In accordance with ORS 215.427(3), the changes resulting from Section 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

Section 3. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be

governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

Section 4. Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Portland Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board will consider the recommendations of the Portland Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

Section 5. An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

FIRST READING AND ADOPTION: January 6, 2005

BOARD OF COUNTY COMMISSIONERS,
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra Duffy, Assistant County Attorney

EXHIBIT LIST FOR ORDINANCE

1. Ordinance amending Portland Zoning Code to clarify and improve regulations for accessory structures including accessory dwelling units, without changing policy or intent of the original regulations. (PDX Ord. #178927)
2. Exhibit A Code Maintenance 2004 Portland Planning Commission Report and Recommendation on Accessory Structures Amendments as Revised by City Council; November 18, 2004.
3. Ordinance amending Portland Zoning Code to authorize expansion of the City Public Art Program to include the Public Art Murals Program; amend Titles 5, 32 and 33. (PDX Ord. #178946)
4. Exhibit A – Public Art Murals Program Recommended Draft; November 8, 2004
5. Ordinance amending the Transportation System Plan: 2004 Technical Update to change an Emergency Response Street designation. (PDX Ord. #178826)
6. Exhibit A – TSP Update corrected page; Far NE District
7. Ordinance amending the Transportation System Plan and Comprehensive Plan to ensure that the documents remain current and consistent with Metro Regional Transportation Plan (PDX Ord. #178815)
8. Transportation System Plan: 2004 Technical Update Planning Commission Recommendation to City Council

Prior to adoption, this information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda website (www.co.multnomah.or.us/cc/WeeklyAgendaPacket/). To obtain the adopted ordinance and exhibits electronically, please contact the Board Clerk at 503-988-3277. These documents may also be purchased on CD-Rom from the Land Use and Transportation Program. Contact the Planning Program at 503-988-3043 for further information.

Ordinance No.

Amend Title 33, Planning and Zoning to clarify and improve the regulations for accessory structures including accessory dwelling units, without changing policy or intent of the original regulations.
(Ordinance)

The City of Portland Ordains:

Section 1. The Council finds:

General Findings

1. The City Council adopted a new Zoning Code in November 1990, to be implemented on January 1, 1991.
2. During the adoption of the new Zoning Code, the Council recognized that the new code would occasionally need "fine-tuning" to resolve unanticipated issues. The Council additionally recognized that minor amendments to the Code would periodically be required in order to maintain compliance with existing policy.
3. Code Maintenance 2004 is the fifth annual package of amendments and is part of a continuing effort to improve the clarity and structure of the Portland Zoning Code. As in the past, the amendment package consists primarily of technical amendments intended to correct and clarify the Zoning Code in order to improve its administration, without changing existing land use policy or intent. The Code Maintenance process has also been used to implement portions of other legislative planning projects when additional time is needed to complete the work needed on Zoning Code amendments.
4. Code Maintenance 2004 is part of the City's 2003/4 Regulatory Improvement Workplan (R1W), which was adopted by City Council in August 2003. In Resolution 36162, the City Council directed the Bureau of Development Services (BDS) to undertake Code Maintenance 2004 and to seek a recommendation on the amendments from the Planning Commission.
5. The proposed amendments in the Code Maintenance 2004 package were suggested by a range of interested stakeholders, including neighborhood advocates, development services customers, business owners, environmental advocates, land use consultants, and staff from BDS, Bureau of Planning, and other City agencies. In developing the initial Code Maintenance 2004 list, the model of the FY 2002-2003 Regulatory Improvement Workplan was followed. Initial ideas were developed from a database of requested amendments. The list was expanded and modified through outreach efforts that were focused on the City's neighborhood association network, business associations, and other individuals and groups involved in or affected by the development review process. Meetings with community and business groups, email contacts, and the Regulatory Improvement web site were vehicles for public input into the RJW including the Code Maintenance list of ideas.
6. On January 7, 2004, Notice of Proposed Amendment was mailed to the Department of Land Conservation and Development (DLCD) in compliance with the postacknowledgement review process required by OAR 660-18-020. Notice was also mailed

to Metro on this date, in compliance with Urban Growth Management Functional Plan requirements. Updated notices on the proposed Code Maintenance project were mailed to DLCDC and Metro on February 5, 2004 and April 26, 2004.

7. Notice of the Planning Commission hearing on Code Maintenance 2004 as required by PCC 33.740, Legislative Procedure, was mailed on January 23, 2004. A Measure 56 Notice, as required by ORS 227.186, was mailed to property owners whose property value may be affected by Code Maintenance 2004 amendments on February 4, 2004.
8. On February 24, 2004, the Planning Commission held a hearing on the Code Maintenance 2004 project. Staff from BDS presented the proposal, and public testimony was received.
9. On March 9, 2004, the Planning Commission held a hearing to take additional public testimony on the Code Maintenance 2004 package. The Commission also had a work session to further discuss the proposed amendments and consider public testimony. At the end of the work session, the Commission separated out the amendments on accessory structures from the bulk of the Code Maintenance amendments to allow for further review. The rest of the amendments were recommended for approval and later passed by City Council under separate documentation.
10. On May 11, 2004, the Planning Commission held an additional work session on the accessory structure amendments. Following discussion, the Planning Commission voted unanimously to forward the amendments for City council consideration with the recommendation that they be adopted.
11. Notice of the City Council hearing on the accessory structure amendments for Code Maintenance 2004 as required by PCC 33.740, Legislative Procedure, was mailed on July 16, 2004.
12. On October 20, 2004, the Portland City Council held a hearing on the accessory structure amendments for the Code Maintenance 2004 project. Staff from BOP presented the Planning Commission's recommendation, and public testimony was received. At the conclusion of the hearing the Council directed staff to prepare revisions to the Planning Commission's recommendations and return for further consideration of those revisions.
13. On November 17, 2004 the Portland City Council held a hearing on the requested revisions. Staff from BOP presented the proposed revised language, and public testimony was received. The revisions requested by the Council limit the use of a detached garage that is located within the required rear or side setback as another accessory structure, such as home office, artist studio or accessory dwelling unit, to the conversion of a garage that was legally constructed before January 1, 2005. The garage would also have to meet the current size limitations for a garage in the setbacks. At the conclusion of the hearing the Council voted to adopt the revisions.

Statewide Planning Goals Findings

State planning statutes require cities to adopt and amend comprehensive plans and land use regulations in compliance with the state land use goals. Because the Accessory Structure amendments for Code Maintenance 2004 has a limited scope the amendments adopted by this

ordinance address only some of the topics in the Statewide Planning Goals. Only the state goals addressed below apply.

14. Goal 1, Citizen **Involvement**, requires provision of opportunities for citizens to be involved in all phases of the planning process. The preparation of these amendments has provided numerous opportunities for public involvement. Portland Comprehensive Plan findings on Goal 9, Citizen Involvement, and its related policies and objectives also support this goal. The amendments are supportive of this goal in the following ways:
- The initial Code Maintenance 2004 list was developed and modified through outreach efforts that were focused on the City's neighborhood association network, business associations, and other individuals and groups involved in or affected by the development review process. Meetings with community and business groups, email contacts and the Regulatory Improvement web site were vehicles for public input into the RIW including the Code Maintenance list of ideas.
 - On January 23, 2004, BDS sent notice to all neighborhood associations and coalitions in the City of Portland, as well as other interested persons, to inform them of Open House events on February 4, 2004 and February 12, 2004. The purpose of the Open House events was to allow the public the opportunity to review the proposed recommendations, and ask questions of staff. Four people attended the Open House held on February 4th and zero people attended on February 12th.
 - In the notice mailed on January 23, 2004, BDS also informed all neighborhood association and coalitions, and business associations in the City of Portland, as well as other interested persons, of a Planning Commission public hearing on the Code Maintenance 2004 project. The hearing was also publicized in *The Oregonian* newspaper.
 - On February 2, 2004, BDS published a document entitled, *Code Maintenance 2004: Proposed Report and Recommendation*. The report was made available to the public and mailed to all those requesting a copy. A copy of the document was also delivered to all neighborhood coalition offices.
 - Beginning on January 26, 2004 information about Code Maintenance 2004 was available on the Bureau of Development Services web site. On January 26, 2004 the list of proposed amendments was posted on the web site and since then, all materials associated with Code Maintenance 2004 were added to the web site at the same time they were published.
 - On February 13, 2004, BDS published a document entitled *Code Maintenance 2004: Addendum to Proposed Report and Recommendation* as well as a draft of this ordinance and a draft Impact Analysis Report.
 - On February 24, 2004 BDS published a document entitled *Code Maintenance 2004: Second Addendum to Proposed Report and Recommendation* and on March 9, 2004 BDS published a document entitled *Code Maintenance 2004: Third Addendum to Proposed Report and Recommendation*
 - On February 24, 2004, the Planning Commission held a public hearing during which citizens discussed and commented on the *Proposed Report and Recommendation*.

On March 9, 2004, the Planning Commission held a second hearing and public work session to further discuss the amendments.

- During their deliberations on the Code Maintenance 2004 package, the Planning Commission decided to remove two proposed amendments for further consideration. These amendments relate to accessory structures and accessory dwelling units. The remainder of the amendments were forwarded by Planning Commission with slight modifications and eventually adopted by City Council under separate documentation.
 - On May 11, 2004, the Planning Commission held an additional work session on the accessory structure amendments. Following discussion, the Planning Commission voted unanimously to forward the recommendation that they be adopted.
 - On July 16, 2004, BDS sent notice to all neighborhood associations and coalitions and business associations in the City of Portland, as well as other interested persons, to inform them of a City Council public hearing on the accessory structure amendments for the Code Maintenance 2004 project.
 - On July 19, 2004 BDS published the document *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Accessory Structures Amendments*. This document provided the Planning Commission's recommendation on the final element of the Code Maintenance 2004 group of amendments. The required Impact Analysis Report was included in these documents.
 - On October 20, 2004 the Portland City Council held a hearing on the accessory structure amendments for the Code Maintenance 2004 project. Staff from BOP presented the Planning Commission's recommendation, and public testimony was received. At the conclusion of the hearing the Council directed staff to prepare revisions to the Planning Commission's recommendations and return for further consideration of those revisions.
 - On November 17, 2004 the Portland City Council held a hearing on the requested revisions. A letter notifying interested parties about the hearing date was mailed to 21 individuals on October 29, 2004
15. **Goal 2, Land Use Planning**, requires the development of a process and policy framework that acts as a basis for all land use decisions, and assures that decisions and actions are based on an understanding of the facts relevant to the decision. The amendments are supportive of this goal because they clarify existing language in Title 33, Planning and Zoning, which implements the policies of Portland's *Comprehensive Plan*. Portland *Comprehensive Plan* findings on Goal 1, Metropolitan Coordination, and its related policies and objectives, also support this goal.
16. **Goal 9, Economic Development**, requires provision of adequate opportunities for a variety of economic activities vital to public health, welfare, and prosperity. The amendments are consistent with this goal because they do not substantially change policy or intent of any of the existing regulations pertaining to economic development. The accessory structure amendments are supportive of this goal because they reduce land use reviews for the conversion of a garage that was legally constructed before January 1, 2005 and the cost associated with them. Portland *Comprehensive Plan* findings on Goal 5, Economic Development, and its related policies and objectives also support this goal.

17. **Goal 10, Housing, requires provision** for the housing needs of citizens of the state. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to housing. Specifically, the amendments are consistent with the purposes for regulating the setbacks of accessory structures in that they continue to apply the limitation on the size of the structure allowed within the setback. This size limitation assures that the allowed conversion of a garage that was legally constructed before January 1, 2005 to another type of accessory structure remains incidental to the primary building and maintains air, light and fire fighting access. By limiting the placement of dormers, the amendment maintains privacy for abutting lots. In conjunction with the regulations of the Uniform Building Code, the regulations also continue to maintain adequate fire protection. The amendments to the application of design standards to accessory dwelling units are supportive of this goal because they provide additional flexibility for the conversion of a garage that was legally constructed before January 1, 2005 to an accessory dwelling unit, which is an alternative housing type that is called for in the Housing goals.
18. **Goal 13, Energy Conservation, requires development of a land use pattern that maximizes the conservation of energy based on sound economic principles.** The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to energy conservation. Specifically, the amendments support this goal because they allow the conversion of a garage that was legally constructed before January 1, 2005 to another type of accessory structure which provides for more efficient use of land and existing resources. The amendments also remove impediments related to the application of design standards to accessory dwelling units, allowing for the more efficient use of existing resources. Portland Comprehensive Plan findings on Goal 7, Energy, and its related policies and objectives also support this goal.

Metro Urban Growth Management Functional Plan Findings

Metro has adopted an Urban Growth Management Functional Plan (IJGMFP) that requires local jurisdictions to adopt and amend comprehensive plans and land use regulations that are not inconsistent with its provisions. Due to the limited scope of the accessory structures amendments for Code Maintenance 2004, only the Titles applicable to this proposal are included.

19. **Title 1, Requirements for Housing and Employment Accommodation, requires that each jurisdiction contribute its fair share to increasing the development capacity of land within the Urban Growth Boundary.** This requirement has been implemented through citywide analysis based on calculated capacities from land use designations. These amendments do not change policy or intent of existing regulations relating to the regional requirements for housing and employment accommodation, and therefore, do not affect the City's ability to meet Title 1. The amendments are supportive of this goal because they provide additional flexibility for the conversion of a garage that was legally constructed before January 1, 2005 to an accessory dwelling unit, allowing for additional housing on existing sites.
20. **Title 2, Regional Parking Policy, regulates the amount of parking permitted by use for jurisdictions in the region.** Generally, the amendments do not affect the City's ability to meet Title 2 because they do not change policy or intent of any of the existing regulations pertaining to regional parking policy. The amendments are supportive of this goal

because they provide additional flexibility for the conversion of a garage that was legally constructed before January 1, 2005 to an accessory dwelling unit, which allows the creation of additional units without needing additional parking.

21. Title 7, Affordable Housing, recommends that local jurisdictions implement tools to facilitate development of affordable housing. Generally, the amendments do not affect the City's ability to meet this title because they do not change policy or intent of existing regulations relating to the development of affordable housing. The amendments are supportive of this goal because they provide additional flexibility for the conversion of a garage that was legally constructed before January 1, 2005 to an accessory dwelling unit, which allows the creation smaller affordable housing units within existing neighborhoods.
22. Title 8, Compliance Procedures, outlines compliance procedures for amendments to comprehensive plans and implementing ordinances. The amendments are consistent with this Title because the required notices and findings have been provided to Metro in a timely manner.

Portland Comprehensive Plan Goals Findings

23. The City's Comprehensive Plan was adopted by the Portland City Council on October 16, 1980, and was acknowledged as being in conformance with the statewide planning goals by the Land Conservation and Development Commission on May 1, 1981. On May 26, 1995, the LCDC completed its review of the City's final local periodic review order and periodic review work program, and reaffirmed the plan's compliance with statewide planning goals.
24. This ordinance amends Title 33, Planning and Zoning, of the Portland City Code. The Council finds that following *Comprehensive Plan* goals, policies and objectives apply to the amendments and the amendments satisfy the applicable goals, policies and objectives for the reasons stated below.
25. During the course of public hearings, the Bureau of Development Services, the Planning Commission, and the City Council provided all interested parties opportunities to identify, either orally or in writing, any other *Comprehensive Plan* goal, policy or objective that might apply to the amendments. No additional provisions were identified.
26. Goal 1, Metropolitan Coordination, calls for the Comprehensive Plan to be coordinated with federal and state law and to support regional goals, objectives and plans. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to metropolitan coordination. The amendments are limited to word and structural changes that improve the clarity and implementation of existing regulations.
27. Goal 2, Urban Development, calls for maintenance of Portland's role as the major regional employment and population center by expanding opportunities for housing and jobs, while retaining the character of established residential neighborhoods and business centers. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to urban development. These amendments clarify regulations or reduce the need for land use reviews for the conversion of a garage

that was legally constructed before January 1, 2005 to another type of accessory structures, including accessory dwelling units, making the development process more predictable and less expensive. They also help foster alternative housing opportunities through removing impediments to the creation of accessory dwelling units.

28. Goal 3, Neighborhoods, calls for preservation and reinforcement of the stability and diversity of the city's neighborhoods while allowing for increased density. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to the stability and diversity of neighborhoods. The amendment to the applicability of design standards to the conversion of a garage that was legally constructed before January 1, 2005 into an accessory dwelling units specifically supports this goal by removing some impediments to the creation of accessory dwelling units. This also allows the creation of additional housing while preserving the existing house. The amendment also assures design compatibility for new detached accessory dwelling units, for the expansion of existing primary structures and in the conversion of an existing garage that already has design features that match the primary structure. The amendments that allow the conversion of a garage that was legally constructed before January 1, 2005 to another type of accessory structures are consistent with the purposes for regulating the setbacks of accessory structures. Specifically, the amendments are consistent with the purposes for regulating the setbacks of accessory structures by limiting the application to garages that were legally constructed before January 1, 2005 and that meet the existing size limitations. This size limitation assures that the structure remains incidental to the primary building and maintains air, light and fire fighting access. By limiting the placement of dormers, the amendment maintains privacy for abutting lots. In conjunction with the regulations of the Uniform Building Code, the regulations also maintain adequate fire protection. Also because the amendment applies only to garages legally constructed before January 1, 2005 and maintains the size limitation, the regulations still reflect the general building scale and placement of houses in the city's neighborhoods. The conversion of garages legally constructed before January 1, 2005 to another accessory use will not negatively affect the overall scale and relationship of residential buildings to each other and to the neighborhood.
29. Goal 4, Housing, calls for enhancing Portland's vitality as a community at the center of the region's housing market by providing housing of different types, tenures, density, sizes, costs and locations that accommodates the needs, preferences, and financial capabilities of current and future households. The amendments include word and structural changes that improve the clarity and implementation of existing regulations. The amendments that allow the conversion, of a garage that was legally constructed before January 1, 2005 to another type of accessory structures provides flexibility by allowing the creation of more usable living space within an existing garage structure. The amendment for accessory dwelling units specifically supports this goal by removing some impediments to the creation of accessory dwelling units, which allows the provision of additional density while preserving the existing house. This encourages an alternate form of housing within single dwelling development.
30. Goal 5, Economic Development, calls for promotion of a strong and diverse economy that provides a full range of employment and economic choices for individuals and families in all parts of the City. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to economic development. The amendments are supportive of this goal because they reduce land use

reviews for the conversion of a garage that was legally constructed before January 1, 2005 and the cost associated with them.

31. **Goal 7, Energy**, calls for promotion of a sustainable energy future by increasing energy efficiency in all sectors of the City by ten percent by the year 2000. The amendments are consistent with this goal because they do not change policy or intent of existing regulations. The amendments include word and structure changes that improve the clarity and implementation of existing regulations relating to energy. The amendments are specifically supportive of this goal because they allow the conversion of a garage that was legally constructed before January 1, 2005 to another type of accessory structure which provides for more efficient use of land and existing resources. The amendments also remove impediments related to the application of design standards to accessory dwelling units, allowing for the more efficient use of existing resources.
32. **Goal 9, Citizen Involvement**, calls for improved methods and ongoing opportunities for citizen involvement in the land use decision-making process. The amendments are consistent with this goal because the process provided opportunities for public input and followed adopted procedures for notification and involvement of citizens in the planning process. Findings on the Statewide Planning Goal 1, Citizen Involvement, also support this goal.
33. **Goal 10, Plan Review and Administration**, requires that Portland's Comprehensive Plan and its implementing ordinances undergo a periodic review. These amendments are supportive of this goal because, beginning in 2000, the city has undertaken Code Maintenance projects as part of that periodic review process with the specific goals of clarifying the Zoning Code, eliminating conflicts, and reducing need for land use reviews.
34. **Policy 10.10 Amendments to the Zoning and Subdivision Regulations** calls for amendments to the zoning and subdivision regulations to be clear, concise, and applicable to the broad range of development situations faced by a growing urban area. **Objective 10.10.C seeks to improve the Zoning Code by:** using clear language, maintaining a clear, logical organization; using a format and page layout that eases use of the document by lay-people as well as professional; and using tables and drawings to add clarity and to shorten the text. The primary purpose of the Code Maintenance 2004 amendments supports this policy and objective because the package as a whole improves clarity, enhances readability, reduces conflicts, and supports the structure and format of the Zoning Code.
35. **Goal 12, Urban Design**, calls for the enhancement of Portland as a livable city, attractive in its setting and dynamic in its urban character by preserving its history and building a substantial legacy of quality private developments and public improvements for future generations. The amendments make word and structural changes that improve the clarity and implementation of existing regulations. The amendments that allow the conversion of a garage that was legally constructed before January 1, 2005 to another type of accessory structures are consistent with the purposes for regulating the setbacks of accessory structures. Specifically, the amendments are limited in application to garages that were legally constructed before January 1, 2005 and that meet the existing size limitations. This size limitation assures that the structure remains incidental to the primary building and maintains air, light and fire fighting access. By limiting the placement of dormers, the amendment maintains privacy for abutting lots. In conjunction

with the regulations of the Uniform Building Code, the regulations also maintain adequate fire protection. The amendment to the accessory dwelling unit design standards specifically supports Goal 12 because it is consistent with the design compatibility principle and clarifies the application of the standards. The amendment assures design compatibility for new detached accessory dwelling units, for the expansion of existing primary structures and in the conversion of existing detached garages that already has design features that match the primary structure. Also, because the amendment that allows conversion of a garage legally constructed before January 1, 2005 includes a size limitation, the regulations still reflect the general building scale and placement of houses in the city's neighborhoods and the conversion of an existing detached garage to a variety of accessory uses will not negatively affect the overall scale and relationship of residential buildings to each other and to the neighborhood.

NOW, THEREFORE, the Council directs:

- a. Adopt Exhibit A, *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Accessory Structures Amendment As Revised by City Councils*, dated November 18, 2004;
- b. Amend Title 33, Planning and Zoning, as shown in Exhibit A, *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Accessory Structures Amendments As Revised by City Council*, dated November 18, 2004; and
- c. Adopt as legislative intent and as further findings the commentary in Exhibit A, *Code Maintenance 2004 Portland Planning Commission Report and Recommendation Accessory Structures Amendments As Revised by City Council*, dated November 18, 2004.

PASSED BY THE COUNCIL, DEC 0 12004

Mayor Vera Katz
Susan Hartnett, Bureau of Development Services
November 19, 2004

GARY
BLACKMER
Auditor of the City of Portland
By: Susan Parsons
Deputy

Code Maintenance 2004

Portland Planning Commission Report and Recommendation on Accessory Structures Amendments As Revised by City Council



**City of Portland
Bureau of Development Services
Bureau of Planning**

November 18, 2004

ORDINANCE No. 178946

Authorize expansion of the City public art program to include the Public Art Murals program (Ordinance; amend Titles 5, 32 and 33)

The City of Portland Ordains:

Section 1. The Council finds:

General Findings

1. In 1980, the City passed its first "percent for art" ordinance and for the last 25 years has sponsored the creation and placement of public art in the City of Portland.
2. The City's public art program provides significant benefits to the community. It contributes to the beauty of the city's aesthetic environment, exposes citizens to art in public places and encourages and supports the arts community by providing funding for artists' work and venues for the display of that work through their inclusion in the City's public art collection.
3. The City has long recognized that murals accessible to the public can also provide significant benefits to the community, including enhancing the aesthetic environment, providing an avenue to involve community members in the creation of art, increasing the opportunities for artistic expression by persons of different ages and diverse ethnic, social and cultural backgrounds, and discouraging the placement of graffiti on buildings and structures.
4. In order to encourage these benefits, the City in 1986 exempted "painted wall decorations" (murals) from its sign regulations.
5. In 1991, in order to provide a bright-line distinction between what was an exempt mural and what was a regulated sign, the City amended its sign regulations and defined a sign (in part) as something containing "text, numbers, registered trademarks and registered logos" and a painted wall decoration (in part) as something not containing "text, numbers, registered trademarks and registered logos." The purpose of this language was to avoid the need for the City to make potentially subjective, case-by-case determinations of whether something was a decoration or a sign and to provide a clear objective and test as to what was an exempt decoration or mural.
6. In 1998, a lawsuit was brought in Multnomah County Circuit Court, which alleged that the distinction between a mural (painted wall decoration) and a sign based upon the presence of absence of text, numbers, registered logos or registered trademarks was an unconstitutional, content-based regulation of speech. On November 17, 1998, the court issued a ruling that this allegation was correct and invalidated the definitions of sign and painted wall decoration to the extent they were based on this distinction.
7. In order to bring its sign code into conformance with the court's ruling, the City had to either remove the exemption for murals, or forgo all regulation of wall signs. Faced with this

choice, on November 18, 1998, the City reluctantly amended its Sign Code to remove the exemption for painted wall decorations (murals). Since that time, all exterior murals in the City have been regulated as signs.

8. Under the City's sign regulations, the largest allowable sign (absent an adjustment) is 200 square feet. These regulations apply to murals.
9. Murals are frequently well over 200 square feet in size. The larger size of many murals is an integral part of the medium. Artists, community groups and building owners, as well as many citizens at large, have expressed dissatisfaction with the 200 square foot limitation, which has brought the creation of new mural art in Portland to a virtual standstill.
10. Other cities, such as Los Angeles and Philadelphia, do not regulate all murals through their sign codes. They have public art programs that support and encourage community murals. These programs and the public art murals they foster serve as a tourist draw, beautify the cities and provide an avenue for involving youth and others in positive artistic endeavors. These are among the objectives of this Public Art Murals program.
11. Through its public art program, the City sponsors art by providing funding for art and by maintaining and displaying the public art collection in public spaces and buildings. Through the Public Art Murals program, the City will expand its sponsorship of public art and its public art collection to include murals, which will be owned by the City and placed on public property (either owned by the City or dedicated to the City for that purpose through the conveyance of a public art easement to the City). Absent circumstances requiring or permitting early termination of the easement in favor of the City by the property owner, public art easements will generally be for five years or more, as this is the minimum expectation of artists for the lifespan of this medium of artistic expression.
12. The City's Sign Code, which provides clear and objective standards for the regulation of signs, without regard to their content, is not the appropriate vehicle for the City (through RACC) to evaluate, select or commission public art for its public art collection.
13. The selection of what art to fund, purchase or otherwise include in the City's public art collection requires an evaluation of numerous factors, such as artistic quality, originality, context and scale, among others.
14. The Regional Arts and Culture Council (RACC) has extensive experience and expertise in making evaluations such as this on behalf of the City.
15. The needs met by design review and historic landmarks review can in the case of public art be even better served through the RACC selection process, which is specifically tailored to ensure that public art is of high quality, is sited in appropriate locations and in the proper context and is in scale with its surroundings. The RACC selection process is conducted by the Public Art Advisory Committee, which includes a representative of the Design Commission. When historic properties are involved, RACC can draw as needed on the expertise of the Historic Landmarks Commission. It would be needlessly burdensome to require public art to go through both the RACC review process and design review or historic landmarks review.
16. This program will not limit in any way speech (whether murals or signs) currently allowable. In particular, any mural/sign allowable prior to the adoption of this program will

not be limited by this program. This program will instead provide a vehicle for the City to sponsor public art murals and add murals to its public art collection. Those wishing to participate in the public arts program will be self-selecting, by submitting a proposal to RACC for a public art mural to be owned by the City on behalf of the public.

17. The Public Art Murals program is the result of a process that began in October 2003 when the Mayor convened a group that included mural artists, a representative of Metro Murals (a non-profit group dedicated to mural art), the Executive Director of RACC and representatives of the City Club. The group met six times between October 2003 and January 2004, and then again in August and October 2004 to discuss and resolve remaining issues.
18. Between January and March 2004, meetings were held with the Citywide Land Use Group, the Alliance for Portland Neighborhood Business Associations and several local sign companies.
19. During the summer of 2004, the proposal was presented to both the Design Commission and the Historic Landmarks Commission at public hearings, and both commissions supported the proposal. RACC agreed to work with the Historic Landmarks Commission to develop an approval procedure for murals on historic buildings or in historic districts that RACC and the Landmarks Commission agree protects and respects the special values of these structures/districts.
20. On August 11, 2004, notice of the proposed action was mailed to the Department of Land Conservation and Development in compliance with the post-acknowledgement review process required by OAR 660-18-020.
21. On September 28, 2004, the Planning Commission held a hearing on the proposal. Staff from the Mayor's Office, City Attorney's office and the Regional Arts and Culture Council (RACC) presented the proposal, and public testimony was received by 16 people.
22. On October 26, 2004, the Planning Commission held a work session to discuss the remaining items under the proposal and consider public testimony. The Commission voted unanimously to forward the Public Art Mural package to City Council.
23. On December 1, 2004, the City Council held a public hearing on the Planning Commission recommendation. Staff from the Mayor's Office, City Attorney's office and the Regional Arts and Culture Council (RACC) presented the proposal, and public testimony was received.
24. On December 8, 2004, City Council voted to adopt the changes for Public Art Murals, with an effective date of December 18, 2004.

Statewide Planning Goals Findings

25. State planning statutes require cities to adopt and amend comprehensive plans and land use regulations in compliance with the state land use goals. The following state goals and policies are relevant and applicable to the Public Art Mural Project.

26. **Goal 1, Citizen Involvement**, requires provision of opportunities for citizens to be involved in all phases of the planning process. The preparation of these amendments has provided numerous opportunities for public involvement:
- In October of 2003, the Office of the Mayor established a task force of interested mural artists to investigate possible options to allow the city to encourage new public art murals to be commissioned through the city. This task force met eight times.
 - Initial citizen involvement was afforded through the hearings and meetings referenced in findings 17, 18 and 19, above.
 - On August 27, 2004, the Bureau of Planning, on behalf of the Office of the Mayor, sent notice to all neighborhood associations and coalitions, and business associations in the City of Portland, as well as other interested persons to inform them of a Community Open House on September 15, 2004. The purpose of the open house was to allow the public the opportunity to review the proposed recommendations and ask questions of staff.
 - Also on August 27, 2004, the Bureau of Planning on behalf of the Office of the Mayor sent notices to all neighborhood associations and coalitions and business associations in the City of Portland, as well as other interested persons, to inform them of a Planning Commission public hearing on the Public Art Mural project. The hearing was also published in the newspaper.
 - On September 1, 2004, the Bureau of Planning published a document titled *Public Art Murals: Proposed Draft*. The report was made available to the public and mailed to all those requesting a copy. An electronic copy was posted to both the Bureau of Planning and the Mayor's Web site.
 - On September 8, 2004, a special open house was held by the Mayor's office for representatives of the mural community. This open house allowed the community to ask questions directly of the mayor's staff, the city attorney, and a representative of the Regional Arts and Culture Committee. Twenty-four people from the mural arts community attended.
 - On September 15, 2004, a Community Open House was held at which staff from the mayor's office, city attorney's office, Planning, and the Regional Arts and Culture Commission were available to answer questions; copies of the Proposed Draft were available. Twenty-one members of the community, mostly representatives from the mural community, attended.
 - On September 28, 2004, the Planning Commission held a public hearing during which citizens and business representatives commented on the Public Art Mural project.
 - On December 1, 2004, the City Council held a public hearing on this proposal, during which citizens and business representatives provided oral and written testimony.
27. **Goal 2, Land Use Planning**, requires the development of a process and policy framework that acts as a basis for all land use decisions and ensures that decisions and actions are based

on an understanding of the facts relevant to the decision. The amendments are supportive of this goal because development of the recommendations followed established city procedures for legislative actions.

28. Goal 5, Open Spaces, Scenic and Historic Areas, and Natural Resources, requires the conservation of open space and the protection of natural resources, scenic and historic areas. The amendment is supportive of this goal regarding historic landmarks, because the public art selection process will include criteria insuring the preservation of sites with historical significance and will require involvement of the Historic Design Commission.

Metro Urban Growth Management Functional Plan Findings

29. The following elements of the Metro Urban Growth Management Functional Plan are relevant and applicable to the Public Art Mural project.
30. **Title 12**— Protection of Residential Neighborhoods is intended to protect the region's existing residential neighborhoods from air and water pollution, noise and crime, and to provide adequate levels of public services. The Public Art Mural project supports the purpose and intent of this title by providing an avenue for neighborhoods to review and approve public art murals, which help in deterring graffiti on building walls and fostering increased community interaction.

Portland Comprehensive Plan Goals Findings

31. The City's Comprehensive Plan was adopted by the Portland City Council on October 16, 1980, and was acknowledged as being in conformance with the statewide planning goals by the Land Conservation and Development Commission on May 1, 1981. On May 26, 1995, the LCDC completed its review of the City's final local periodic review order and periodic review work program and reaffirmed the plan's compliance with statewide planning goals.
32. The following goals, policies and objectives of the Portland Comprehensive Plan are relevant and applicable to the Public Art Mural project.
33. **Goal 1, Metropolitan Coordination**, calls for the Comprehensive Plan to be coordinated with federal and state law and to support regional goals, objectives and plans. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to metropolitan coordination and regional goals.
34. **Goal 2, Urban Development**, calls for the maintenance of Portland's role as the major regional employment and population center by expanding opportunities for housing and jobs, while retaining the character of established residential neighborhoods and business centers. The amendment supports this goal by expanding the public art program to apply to public art murals, thus strengthening Portland's role as the regional cultural center. Criteria for approving art installations will be partially based on neighborhood context, helping to retain the character of established residential neighborhoods.
35. **Goal 3, Neighborhoods**, calls for the preservation and reinforcement of the stability and diversity of the city's neighborhoods while allowing for increased density in order to attract and retain long-term residents and businesses and ensure the City's residential quality and

economic vitality. The amendments support this goal by providing an avenue for approving public art murals, which help strengthen neighborhood identity. The Public Art program will improve physical conditions of existing structures by providing a public easement (3.1), create an avenue to improve social conditions of neighborhoods by creating community murals that help reduce property crimes such as graffiti (3.2), and promote neighborhood diversity by allowing opportunities to commission art representing a diversity of interests (3.3). The public approval process created by the Regional Arts and Culture Council (RACC) will provide an avenue for active neighborhood and business involvement (3.5).

36. **Goal 5, Economic Development**, calls for the promotion of a strong and diverse economy that provides a full range of employment and economic choices for individuals and families in all parts of the city. The amendment supports this goal by providing a legal avenue for mural artists to commission work through the City program (5.2). Resulting murals may encourage investment in existing buildings for employment and housing opportunities (5.1).
37. **Goal 9, Citizen Involvement**, calls for improved methods and ongoing opportunities for citizen involvement in the land use decision-making process. The amendments are consistent with this goal because the amendment process provided opportunities for public input and followed adopted procedures for notification and involvement of citizens in the planning process. These procedures are explained in detail for State Planning Goal 1. The resultant procedures for approving public art, including murals, while not a land use decision, will provide a mechanism for public participation in the decision process.
38. **Goal 10, Plan Review and Administration**, is broken down into several policies and objectives. Policy 10.10, Amendments to the Zoning and Subdivision Regulations, directs that amendments to the zoning and subdivision regulations should be clear, concise, and applicable to the broad range of development situations faced by a growing, urban city. The amendments are supportive of Policy 10.10, because the exclusion of Public Art installations from Land Use and Sign Code reviews prevents an overlapping of reviews with the RACC review of public art. The changes balance the benefits of regulation against the costs of implementation and compliance.
39. **Goal 12, Urban Design**, calls for the enhancement of Portland as a livable city, attractive in its setting and dynamic in its urban character by preserving its history and building a substantial legacy of quality private developments and public improvements for future generations. The amendments are consistent with this goal because they provide a new avenue for the creation of public art. The scale, theme, originality and diversity of the art will be review criteria used by RACC and community interests to judge for approval. As a result, these public art installations will enhance and extend Portland's attractive identity (12.1), promote areas of special identity within the city (12.2), humanize the city through promotion of the arts and excellence in design (12.5), preserve and support the qualities of individual neighborhoods (12.6), enhance Portland's appearance and character through development of public and private projects that are models of innovation and leadership in the design of the built environment (12.7) and support community planning (12.8).

NOW, THEREFORE, the Council directs:

- a. Exhibit A, *Public Art Murals Program: Recommended Draft*, dated November 8, 2004, is hereby adopted;
- b. Title 33, Planning and Zoning, is hereby amended as shown in Exhibit A, *Public Art Murals Program: Recommended Draft*, dated November 8, 2004;
- c. Title 32, Signs and Related Regulations, is hereby amended as shown in Exhibit A, *Public Art Mural Program: Recommended Draft*, dated November 8, 2004;
- d. Title 5, Finance and Administration, is hereby amended as shown in Exhibit A, *Public Art Murals Program: Recommended Draft*, dated November 8, 2004;
- e. The commentary and discussion in Exhibit A, Public Art Murals Program: Recommended Draft, dated November 8, 2004, are hereby adopted as legislative intent and further findings;
- f. If any section, subsection, sentence, clause or phrase of this Ordinance, or the code amendments it adopts, including but not limited to the exemption of public art from the City's sign regulations, is for any reason held to be invalid or unconstitutional, that shall not affect the validity of the remaining portions of the Portland City Code, including but not limited to the City's sign regulations. Council declares that it would have passed the Portland City Code, and each Section, Subsection, sentence, clause, and phrase thereof, including but not limited to the City's sign regulations, regardless of the fact that any one or more Sections, Subsections, sentences, clauses, or phrases of this Ordinance, including but not limited to the exemption of public art from the City's sign regulations, may be found to be invalid or unconstitutional;
- g. The Regional Arts and Culture Council shall implement the Public Art Murals program on behalf of the City of Portland under the terms of its existing intergovernmental agreement with the City, shall reach consensus with the Historic Landmarks Commission on the RACC selection process for art on historic landmarks and in historic districts and shall refrain from approving art in such locations until consensus is reached;
- h. The Regional Arts and Culture Council shall include progress information on the Public Arts Murals program in its annual report to Council; and

178946

City *staff* shall take all necessary steps to implement the Public Art Murals Program, including but not limited to evaluating and where appropriate accepting dedications of easements for the placement of public art; monitoring and protecting the City's property interests in the public art collection and working with mural artists and the business community to develop public information materials and an outreach strategy to property owners and mural artists.

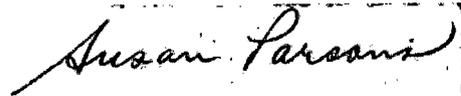
GARY BLACKMER
Auditor of the City of Portland

Passed by the Council, DEC 08 2004

Mayor Vera Katz

Tracy Reeve, Office of City Attorney
Phil Nameny, Bureau of Planning
November 18, 2004

By



Deputy

EXHIBIT A

PUBLIC ART MURALS



Panel from "Human Diversity" mural by Judy Bryant, located at 3044 NE M L King Boulevard.

Recommended Draft
November 8, 2004



City of Portland

ORDINANCE NO: 178826

- * Revise ordinance for the Transportation System Plan: 2004 Technical Update to change an Emergency Response Street designation. (Ordinance; amend Ordinance No. 178815)

The City of Portland ordains:

Section 1. The Council finds:

1. Ordinance No. 17892 passed Council on October 13, 2004 adopting the Transportation System Plan: 2004 Technical Update.
2. Portland Office of Transportation staff presented testimony requesting that a small deadend segment of NE 148th Avenue between NE San Rafael and NE Halsey Street be reclassified from a Major Emergency Response Street to a Minor Emergency Response Street on Map 6.36.6 Emergency Response Classifications for the Far Northeast District in the Transportation System Plan because it was incorrectly identified in the 2002 Transportation System Plan (page 26 of the report).
3. City Council indicated support for the amendment in their discussion during the October 6, 2004 hearing on the TSP 2004 Technical Update.
4. The motion at the second reading on the TSP Update: 2004 Technical Update inadvertently did not include this amendment.
5. Attached as Exhibit A is the corrected page of the TSP Update: 2004 Technical Update.

NOW, THEREFORE, The Council directs that:

- a. Ordinance No. 178815 be amended to include the reclassification of this small segment of NE 148th Avenue between NE San Rafael and NE Halsey from a Major Emergency Response Street to a Minor Emergency Response Street in the Portland Transportation System Plan as shown on Exhibit A.

Section 2. The Council declares that an emergency exists because the amendment needs to be included in the Transportation System Plan: 2004 Technical Update which will take effect on November 12; therefore, this ordinance shall be in full force and effect on November 12, 2004, after its passage by Council.

Passed by the Council, June 30, 2004
Commissioner Francesconi
Prepared by: Jeanne Harrison
October 14, 2004

GARY BLACKMER
Auditor of the City of Portland
By
Deputy

Attachment A

Far Northeast District Maps

TRAFFIC:

1. Add ramp that connects NE 122nd Avenue to NE Sandy Boulevard as a Major City Traffic Street.
2. Upgrade NE Airport Way from District Collector to Major City Traffic Street between I-205 and NE Holman to reflect how the street is built and functions.
3. Add Neighborhood Collector designation to NE 111th between NE Weidler and NE Halsey Streets to reflect current operations and to be consistent with its transit and pedestrian classifications.

TRANSIT:

1. Add ramp that connects NE 122nd Avenue to NE Sandy Boulevard as a Community Transit Street.

BICYCLE:

1. Add ramp that connects NE 122nd Avenue to NE Sandy Boulevard as a City Bikeway.

PEDESTRIAN:

1. Add ramp that connects NE 122nd Avenue to NE Sandy Boulevard as a City Walkway.
2. Add Off-Street Path designation to "cross-dike trail" between Marine Drive and NE Sandy between NE 138th and NE 148th consistent with the Columbia South Shore Transportation Management Plan.
3. Add an Off-Street Path designation between NE 185th Avenue and Airport Way to reflect the existing trail alignment.

FREIGHT:

1. Add ramp that connects NE 122nd Avenue to NE Sandy Boulevard as a Major Truck Street.

EMERGENCY RESPONSE:

1. Add ramp that connects NE 122nd Avenue to NE Sandy Boulevard as a Major Emergency Response Street.
2. **Change classification of deadend segment of NE 148th Avenue between NE San Rafael and NE Halsey from a Major Emergency Response Street to a Minor Emergency Response Street.**

STREET DESIGN:

1. Add ramp that connects NE 122nd Avenue to NE Sandy Boulevard as a Regional Corridor.

ORDINANCE No. 178815 As Amended

Amend the Transportation System Plan and Comprehensive Plan to ensure that the documents remain current and consistent with Metro Regional Transportation Plan (Ordinance)

The City of Portland ordains:

Section 1. The Council finds that:

1. The City of Portland adopted its Comprehensive Plan on October 16, 1980 (effective date January 1, 1981). The Plan was acknowledged as being in conformance with Statewide Land Use Planning Goals by the Land Conservation and Development Commission (LCDC). Upon its adoption, the Plan complied with State Goal 12: Transportation.
2. In April 1991, the LCDC adopted an Administrative Rule for Goal 12 (660-012), the Transportation Planning Rule (TPR), which imposed additional requirements on local jurisdictions to achieve compliance with Goal 12.
3. The TPR requires local jurisdictions to develop transportation system plans (TSP) to ensure that the transportation system will support travel and land use patterns that will avoid air pollution, traffic, and livability problems faced by other areas of the country. The TSP also incorporates the requirements of State Land Use Goal 11: Public Facilities and becomes the public facilities plan for transportation for the City.
4. The Public Facilities Plan for the City was adopted by City Council Ordinance No. 161770 on April 5, 1989. The Public Facilities Plan for Transportation includes a list of major transportation projects intended to serve the needs of the City for the following 20 years. The TSP Transportation System Improvements replaced the transportation projects in the Public Facilities Plan.
5. The Transportation Element of the Comprehensive Plan (TE) was originally adopted by City Council by Ordinance 165851 (effective date October 23, 1992) to update the Transportation Goal and Policies to comply, in part, with the TPR. The TE also updated and incorporated the Arterial Streets Classification Policy (ASCP), including district policies and street classification descriptions and maps, into the Comprehensive Plan.
6. The Central City Transportation Management Plan (CCTMP) was adopted by City Council in 1995 (effective date January 1, 1996). Its Goal, policies, and objectives and classification maps are adopted as part of the Comprehensive Plan. The CCTMP is part of the TE and is the transportation system plan for the Central City.
7. The TE was updated in 1996 and adopted by City Ordinance No. 170136 (effective date June 21, 1996). This update was Phase 1 of the City's effort to develop a transportation system plan for the City and includes amendments to Goal 6 and its policies, street classifications, and Goals 1, 2, 7, and 11.
8. On November 6, 1996, City Council adopted (Ordinance No. 170704, effective date January 1, 1997) regulations for "Interim Implementation of the Transportation Planning Rule." This set of regulations amended Title 33 and incorporated the majority of the requirements of the TSP.
9. On November 21, 1996, the Metro Council adopted the region's *Urban Growth Management Functional Plan (UGMFP)*. Title 2 of the UGMFP is entitled, "Regional Parking Policy." Title

- 2 contains a requirement for cities and counties to establish minimum and maximum parking regulations. Title 6 of the UGMFP is entitled, "Regional Accessibility." Title 6 imposed requirements on local jurisdictions to adopt regional street design guidelines, design standards for connectivity, and transportation performance standards.
10. On October 11, 2000, City Council adopted (Ordinance No. 174980, effective date November 20, 2000) amendments to Title 33 to implement the requirements of Title 2 of the UGMFP. The adopted amendments revised minimum parking requirements and added maximum parking requirements consistent with the standards established in Title 2.
 11. On October 30, 2002 City Council adopted (Ordinance No. 177028), effective date December 14, 2002, the first Transportation System Plan (TSP) for Portland.
 12. These amendments to the TSP support Portland's long term commitment to efficient land use and its commitment to encourage alternative modes of transportation and reduce auto trips. The amendments bring the TSP into compliance with Metro's Regional Transportation Plan (RTP), which was last updated on July 8, 2004 (Metro Ordinance 04-1045A).
 13. On July 8, 2004, notice of proposed action was mailed to the Oregon Department of Land Conservation and Development (DLCD) in compliance with the post-acknowledgement review process required by OAR-660-020.
 14. Citizen involvement and public outreach for the project is outlined in the findings for Goal 1, Citizen Involvement in the Findings section of the Transportation System Plan: 2004 Technical Update, dated September 2004.
 15. On August 24, 2004 Planning Commission held a public hearing to receive testimony on the Transportation System Plan: 2004 Technical Update. The TSP update was passed unanimously with minor amendments.
 16. Findings of compliance with Statewide Planning Goals, the Transportation Planning Rule, the Regional Transportation Plan, the Urban Growth Management Functional Plan, and the Comprehensive Plan are contained in the Findings section of the Transportation System Plan: 2004 Technical Update, dated September 2004.

NOW, THEREFORE, the Council Directs

- a. Adopt the Transportation System Plan: 2004 Technical Update, dated September 2004, which is attached as Exhibit A;
- b. Adopt the findings for the Transportation System Plan: 2004 Technical Update, dated September 2004, as shown in the Findings section of Exhibit A;
- c. Amend Portland's Comprehensive Plan to incorporate the TSP: 2004 Technical Update amendments to Policies, Objectives, and Maps of the Transportation Element of the Transportation System Plan as shown in Exhibit A, including amendments to the Central City Transportation Management Plan Policy and classification maps;
- d. Amend the Public Facilities Plan, as adopted by Ordinance No. 161770, by replacing the List of Significant Projects in Exhibit C with the updated 20-year Major Transportation Improvements List and Maps, as shown in Exhibit A, as a support document to Portland's Comprehensive Plan;

- e. Adopt the amended list of regional and Portland refinement plans and studies, as shown in Exhibit A, as amendments to the support document for Goal 6 of Portland's Comprehensive Plan;
- f. Adopt the remainder of Exhibit A as changes to the support documents for Goal 6 and 11B of the Comprehensive Plan;
- g. Adopt the explanations, as shown in Exhibit A, as an expression of legislative intent and as further findings to support City Council's action; and
- h. Publish revised and corrected versions of Volumes 1, 2, and 3, including minor changes to local service streets to match actual locations and to reflect City Council action.

Passed by the Council:
Commissioner Jim Francesconi

OCT 13 2004

Prepared by: Jeanne Harrison
September 8, 2004

GARY BLACKMER
Auditor of the City of Portland
By



Deputy

AMENDMENT to Exhibit A submitted by Chris Smith and passed by Council on 10/06/04:

Add note on Page 55, Northwest District Master Street Plan to include a bicycle/pedestrian bridge over I-405 at NW Flanders.

TRANSPORTATION SYSTEM PLAN

2004 TECHNICAL UPDATE

September 2004

**Planning Commission Recommendation
to
City Council**



ACKNOWLEDGEMENTS

CITY OF PORTLAND CITY COUNCIL

Vera Katz, Mayor
Jim Francesconi
Dan Saltzman
Eric Sten

PORTLAND CITY PLANNING COMMISSION

Ethan Seltzer, President
Richard Michaelson, Vice President
Ingrid Stevens, Vice President
Christine Caruso
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Paul Schlesinger
Gail Shibley
Timothy Smith

CITY OF PORTLAND OFFICE OF TRANSPORTATION

Jim Francesconi, Commissioner of Public Works
Brant Williams, Director
Laurel Wentworth, Program Manager, Transportation Planning

POLICY AND SYSTEMS PLANNING SECTION PROJECT STAFF

John Gillam, Policy Section Manager
Jeanne Harrison, Senior Transportation Planner
Deena Platman, Transportation Planner
Courtney Duke, Pedestrian Coordinator
Teak Wall, Community Service Aide

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1056

Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions Related to Accessory Structures, Public Art Murals and 2004 Technical Updates to the Transportation System Plan in Compliance with Metro's Functional Plan and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).
- e. On December 2, 2004, the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and map amendments in compliance with Metro's Functional Plan by Ordinance 10454.
- f. Since the adoption of Ordinance 1054, the City's Planning Commission recommended land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 through 8. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps and land use code chapters are amended to include the City land use code, plan and map amendments, attached as Exhibit 1 through 8, effective on the same date as the respective Portland ordinance:

Exhibit No.	Description	Effective / Hearing Date
1	Ordinance amending Portland Zoning Code to clarify and improve regulations for accessory structures including accessory dwelling units, without changing policy or intent of the original regulations. (PDX Ord. #178927)	12/1/2004
2	Exhibit A Code Maintenance 2004 Portland Planning Commission Report and Recommendation on Accessory Structures Amendments as Revised by City Council	11/18/2004
3	Ordinance amending Portland Zoning Code to authorize expansion of the City Public Art Program to include the Public Art Murals Program; amend Titles 5, 32 and 33. (PDX Ord. #178946)	12/8/2004
4	Exhibit A – Public Art Murals Program Recommended Draft	11/8/2004
5	Ordinance amending the Transportation System Plan: 2004 Technical Update to change an Emergency Response Street designation. (PDX Ord. #178826)	10/20/2004
6	Exhibit A – TSP Update corrected page; Far NE District	10/20/2004
7	Ordinance amending the Transportation System Plan and Comprehensive Plan to ensure that the documents remain current and consistent with Metro Regional Transportation Plan (PDX Ord. #178815)	10/13/2004
8	Transportation System Plan: 2004 Technical Update Planning Commission Recommendation to City Council	9/2004

Section 2. In accordance with ORS 215.427(3), the changes resulting from Section 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

Section 3. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be

governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

Section 4. Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Portland Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board will consider the recommendations of the Portland Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

Section 5. An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

FIRST READING AND ADOPTION: January 6, 2005



BOARD OF COUNTY COMMISSIONERS,
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra Duffy, Assistant County Attorney

EXHIBIT LIST FOR ORDINANCE

1. Ordinance amending Portland Zoning Code to clarify and improve regulations for accessory structures including accessory dwelling units, without changing policy or intent of the original regulations. (PDX Ord. #178927)
2. Exhibit A Code Maintenance 2004 Portland Planning Commission Report and Recommendation on Accessory Structures Amendments as Revised by City Council; November 18, 2004.
3. Ordinance amending Portland Zoning Code to authorize expansion of the City Public Art Program to include the Public Art Murals Program; amend Titles 5, 32 and 33. (PDX Ord. #178946)
4. Exhibit A – Public Art Murals Program Recommended Draft; November 8, 2004
5. Ordinance amending the Transportation System Plan: 2004 Technical Update to change an Emergency Response Street designation. (PDX Ord. #178826)
6. Exhibit A – TSP Update corrected page; Far NE District
7. Ordinance amending the Transportation System Plan and Comprehensive Plan to ensure that the documents remain current and consistent with Metro Regional Transportation Plan (PDX Ord. #178815)
8. Transportation System Plan: 2004 Technical Update Planning Commission Recommendation to City Council

Prior to adoption, this information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda website (www.co.multnomah.or.us/cc/WeeklyAgendaPacket/). To obtain the adopted ordinance and exhibits electronically, please contact the Board Clerk at 503-988-3277. These documents may also be purchased on CD-Rom from the Land Use and Transportation Program. Contact the Planning Program at 503-988-3043 for further information.



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-11 DATE 01.06.05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only	
Meeting Date:	<u>01/06/05</u>
Agenda Item #:	<u>R-11</u>
Est. Start Time:	<u>10:25 AM</u>
Date Submitted:	<u>12/16/04</u>

BUDGET MODIFICATION: HD - 6

<p>Budget Modification HD 6 Appropriating Funds in Health Department Revenue Budget Carried Over from Fiscal Year 2004 State Domestic Agenda Title: Preparedness Grant</p>

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

Date Requested:	<u>January 6, 2004</u>	Time Requested:	<u>5 mins</u>
Department:	<u>Health Dept.</u>	Division:	<u>Health Officer</u>
Contact(s):	<u>Angela Burdine, Budget Manager</u>		
Phone:	<u>503-988-3663</u>	Ext.	<u>26457</u>
		I/O Address:	<u>106/14</u>
Presenter(s):	<u>Bill Collins, Health Services Manager, Ext 22216</u>		

General Information

1. What action are you requesting from the Board?

Approval of budget modification to appropriate \$371,936 in the Health Department revenue budget from the State Domestic Preparedness Grant.

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

These funds were originally a part of the State Domestic Preparedness Grant administered from the Office of the Assistant Attorney General, Office of Justice Programs. The funds were appropriated in FY 04 but had a remaining balance at year end. These funds are to be used for equipment purchases necessary to enhance the capabilities of the Health Department to respond to acts of terrorism involving chemical and biological agents, as well as radiological, nuclear and explosive devices. These funds must be spent this year. In addition, the grant does not cover indirect costs therefore additional salary savings have been budgeted to cover the indirect.

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

This budget modification increases the Health Department's budget by \$371,936 in FY 05, and is to

cover expenditures caused by the purchase of specific equipment outlined in the grant.

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

None

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

The original grant allocates funds to Health, Transportation and Emergency Service departments within the county.

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why?
Federal thru State revenue account will be increased by \$371,936 in FY 05
- What budgets are increased/decreased?
The Health Officer budget in the Health Department will increase by \$371,936. This includes an increase in budgeted salary savings to cover indirect.
- What do the changes accomplish?
Enable the Health Department to purchase equipment to enhance capabilities to respond to biological, chemical and other acts of terrorism.
- Do any personnel actions result from this budget modification? Explain.
none
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
Indirect is not covered by these funds. Budgeted Salary Savings has been increased to cover these costs
- Is the revenue one-time-only in nature?
Yes
- If a grant, what period does the grant cover?
- If a grant, when the grant expires, what are funding plans?
No ongoing expenditures

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

ATTACHMENT B

BUDGET MODIFICATION: HD - 6

Required Signatures

**Department/
Agency Director:**

Tullian Stanley

Date: 11/29/04

Budget Analyst:

Debra

Date: 12/16/04

Department HR:

Date:

Countywide HR:

Date:

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	40-20	32106			EM008HOS	50190	0	(371,936)	(371,936)		State Domestic Preparedness Equipment grant
2								0			
3	40-20	32106			EM008HOS	60240	0	269,936	269,936		
4	40-20	32106			EM008HOS	60550	0	102,000	102,000		
5								0			
6	40-90	1000		409050		60360		37,603	37,603		Grant does not allow overhead costs
7	40-90	1000		409001		60000		(37,603)	(37,603)		Increase salary savings to balance
8								0			
9	71-10	3506		711100		50310		(37,603)	(37,603)		Finance (60360)
10	71-10	3506		711100		60240		37,603	37,603		Finance (60360)
11								0			
12								0			
13								0			
14								0			
15								0			
16								0			
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32								0			
33								0			
34								0			
35								0			
								0	0	0	GRAND TOTAL



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-12 DATE 01-06-05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 01/06/05
Agenda Item #: R-12
Est. Start Time: 10:30 AM
Date Submitted: 12/28/04

BUDGET MODIFICATION: -

NOTICE OF INTENT to Apply for Grant Funding from the US Department of Health and Human Services' Bureau of Primary Health Care to Expand the Capacity to Deliver Mental Health Services to Underserved Residents of Multnomah County

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

Date Requested:	<u>01/06/04</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Health</u>	Division:	<u>Integrated Clinical Services (ICS)</u>
Contact(s):	<u>Vanetta Abdellatif, ICS Director</u>		
Phone:	<u>503 988-3674</u>	Ext.	<u>26210</u>
Presenter(s):	<u>Vanetta Abdellatif, Susan Godschalx</u>		
I/O Address:	<u>160/9</u>		

General Information

1. What action are you requesting from the Board?

Authorize the Director of the Health Department to apply for grant funding from the Bureau of Primary Health Care to expand the capacity of the Department to provide mental health services to medically underserved clients receiving care at a county clinic.

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

The Bureau of Primary Health Care, a division of the US Department of Health and Human Services, has released a request for applications to organizations that operate federally funded Community Health Centers that may be interested in expanding access to mental health care services for low-income residents. Approximately \$8.8 million is available for an estimated 60 awards to be made by the Bureau during May 2005. Applicants may apply for no more than \$150,000.

The Health Department delivers primary care services to approximately 40,000 clients, with over 140,000 primary care visits annually at the County's health clinics, including the East County Health Center, Mid-County Health Center, Northeast Health Center, La Clinica de Buena Salud, North Portland Health Center, and Westside Health Center. People receiving services at County facilities include low-income individuals who face barriers to accessing health services because of income, language and/or cultural differences, or because they lack the ability to pay for services. Services are also provided to underserved populations, which include homeless people, migrant workers, residents of public housing, and individuals with special health care needs. The Department's clinics also provide health care to residents who receive publicly financed health insurance because many private physicians are no longer accepting these individuals as clients. For many of the county's underserved residents, options for care include using a non-profit health clinic, or a hospital emergency room, or they simply do without care.

Approximately 32% of the Health Department's clients require some level of mental health intervention. The Department's current capacity to assist these individuals with their mental health problems is currently limited to four part time Licensed Clinical Social Workers. The high need for mental health care relative to the resources available has put a strain on the Health Department's ability to meet this need. To remedy this situation, the Health Department proposes to apply for federal grant funding to increase the existing LCSW team from four part-time individuals to four full-time individuals.

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

The first year project costs are estimated at \$250,000, which will be covered by Medicaid revenues and grant funding. No County funding will be needed to support the project, and the cost of providing services to the uninsured will be covered by the grant.

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

No unusual legal issues related to the project have been identified. Providing health services for the underserved is consistent with County policy.

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

This application for funding will be prepared with input from the Multnomah County Community Health Council (the Council's membership includes individual consumers of the Department's health care services, health care providers, and government representatives).

Grant Application/Notice of Intent

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

- Who is the granting agency?
Bureau of Primary Health Care (a division of the US Department of Health and Human Services).
- Specify grant (matching, reporting and other) requirements and goals.
No match is required for this grant. The reporting requirements are consistent with long-established processes used by the Department to monitor the delivery of health care to low-income persons.
- Explain grant funding detail – is this a one time only or long term commitment?

The Bureau of Primary Health Care gives grantees of this program two years to achieve their goals for expanding health care access. Communities that achieve their access goals within the two-year timeframe will be eligible to receive ongoing funding.

- What are the estimated filing timelines?
The Department will apply for approximately \$150,000 a year for two years. Applications are due January 7, 2005.
- If a grant, what period does the grant cover?
Funding for this effort will be provided over a two-year period (i.e., \$150,000 a year for two years).
- When the grant expires, what are funding plans?
If the project's access objectives are achieved, funding for this effort will be rolled into the Department's ongoing federal primary care services grant.
- How will the county indirect, central finance and human resources and Departmental overhead costs be covered?
These expenses can be charged to the grant.

Required Signatures

**Department/
Agency Director:**



Date: 12/28/04

Budget Analyst:



Date: 12/28/04

Department HR:

Date:

Countywide HR:

Date:



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 01/06/05
 Agenda Item #: E-1
 Est. Start Time: 10:45 AM
 Date Submitted: 12/09/04

BUDGET MODIFICATION:

Agenda Title: Executive Session Pursuant to ORS 192.660(2)(f) and (h)

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

Date Requested:	<u>January 6, 2005</u>	Time Requested:	<u>1 hour</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney</u>
Contact(s):	<u>Agnes Sowle</u>		
Phone:	<u>503 988-3138</u>	Ext.:	<u>83138</u>
		I/O Address:	<u>503/500</u>
Presenter(s):	<u>Agnes Sowle and Staff</u>		

General Information

1. What action are you requesting from the Board?
No Final Decision will be made in the Executive Session.
2. Please provide sufficient background information for the Board and the public to understand this issue.
Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session.
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
ORS 192.660(2)(h).
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures

**Department/
Agency Director:**

[Handwritten Signature]

Date: 12/09/04

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date: