



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Ted Wheeler, 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
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: district1@co.multnomah.or.us

Jeff Cogen, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: district2@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5217 FAX (503) 988-5262

Email: district3@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

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

On-line Streaming Media, View Board Meetings
www.co.multnomah.or.us/cc/live_broadcast.shtml

On-line Agendas & Agenda Packet Material
www.co.multnomah.or.us/cc/agenda.shtml

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.

February 19 & 21, 2008 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Tuesday Executive Session
Pg 2	10:30 a.m. Tuesday Sheriff's Office Web Site
Pg 2	10:40 a.m. Tuesday Area 93 Planning
Pg 3	9:30 a.m. Thursday Public Comment
Pg 3	9:30 a.m. Thursday Briefing of the Status of the Pacific Mirabella Portland South Waterfront Project
Pg 4	10:00 a.m. Thursday Metropolitan Exposition Recreation Commission Update
Pg 4	10:30 a.m. Thursday Briefing on the Urban and Rural Reserves Process
Pg 5	11:20 a.m. Thursday Opportunity for Board Comment on Non-Agenda Matters

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
Saturday, 10:00 AM, Channel 29
Sunday, 11:00 AM, Channel 30
Tuesday, 8:15 PM, Channel 29

Produced through MetroEast Community Media
(503) 667-8848, ext. 332 for further info
or: <http://www.metroeast.org>

Tuesday, February 19, 2008 - 9:00 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners will meet in Executive Session Pursuant to ORS 192.660(2)(d),(e) and/or (h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by County Attorney Agnes Sowle. 90 MINUTES REQUESTED.
-

Tuesday, February 19, 2008 - 10:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

- B-1 Briefing on Sheriff's Office Web Site – Real Time Inmate Information and Civil Process Status. Presented by Andy Potter and Sarah Mooney, MCSO Criminal Justice Information Systems Unit; James Stills, eSWIS. 10 MINUTES REQUESTED.
- B-2 Briefing on an Approach to Concept Planning for Area 93. Presented by Karen Schilling, Deborah Stein (City of Portland), and Bob Clay (City of Portland). 30 MINUTES REQUESTED.

Thursday, February 21, 2008 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **DEPARTMENT OF COMMUNITY JUSTICE**

- C-1 Budget Modification DCJ-19 Reclassifying a Program Development Specialist to a Program Development Specialist Senior in the Juvenile Services Division, as Determined by the Class/Comp Unit of Central Human Resources

DISTRICT ATTORNEY'S OFFICE

- C-2 Intergovernmental Revenue Agreement 0709022 with the Oregon Department of Justice to Fund Dependency Proceedings

REGULAR AGENDA **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.

HOSPITAL FACILITIES AUTHORITY - 9:30 AM

(Recess as the Multnomah County Board of Commissioners and convene as The Hospital Facilities Authority of Multnomah County, Oregon)

- R-1 Briefing of the Status of the Pacific Mirabella Portland South Waterfront Project. Presented by Mindy Harris. 15 MINUTES REQUESTED.
- R-2 RESOLUTION Adopting Amended Rules and Bylaws of The Hospital Facilities Authority of Multnomah County
- R-3 RESOLUTION Authorizing the Execution and Delivery of a Second Supplemental Indenture of Trust Relating to an Amendment to The Authority's Extendable Rate Adjustable Securitiessm 2006 Series B-2 (Terwilliger Plaza Project)

(Adjourn as The Hospital Facilities Authority of Multnomah County, Oregon and reconvene as Multnomah County Board of Commissioners)

NON-DEPARTMENTAL - 10:00 AM

- R-4 Multnomah County Boards and Commissions: Metropolitan Exposition Recreation Commission [MERC] Update. Presented by Elisa Dozono, MERC Commissioner; Johnell Bell, Chair's Office; and David Woolson, CEO MERC. 30 MINUTES REQUESTED.

DEPARTMENT OF COMMUNITY SERVICES – 10:30 AM

- R-5 Briefing on the Urban and Rural Reserves Process. Presented by Chuck Beasley and Karen Schilling, Land Use Transportation Planning. 25 MINUTES REQUESTED.
- R-6 First Reading and Possible Adoption of a Proposed ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Troutdale's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency

DEPARTMENT OF COUNTY MANAGEMENT – 10:56 AM

- R-7 RESOLUTION Approving a Donation of an Easement to Allow Tri-Met to Attach an Eye Bolt to the Mead Building to Suspend an Overhead Contact Wire for Electricity to the MAX Line, and Authorizing County Chair to Execute Appropriate Documents

DEPARTMENT OF HEALTH – 11:00 AM

- R-8 NOTICE OF INTENT to Apply for a \$90,000 Grant from the Pacific Source Foundation to Deliver Primary Care Services for Medically Underserved Residents in the Rockwood Area Using the Health Department's Medical Van
- R-9 Budget Modification HD-25 Appropriating \$20,000 from Legacy Health System in Support of the Health Department's Homeless Program Electronic Health Records Implementation
- R-10 First Reading of a Proposed ORDINANCE Amending Nuisance Control Law Multnomah County Code Section 15.225 Relating to Area of Application

DEPARTMENT OF COMMUNITY JUSTICE – 11:10 AM

R-11 Budget Modification DCJ-18 Transferring \$71,240 from Department of Community Justice and \$41,310 from General Fund Contingency for a Total Increase of \$112,550 to Multnomah County's Motor Pool for the Purchase of 5 Hybrid Vehicles in Collaboration with the Juvenile Services Division [Rescheduled from February 14, 2008]

BOARD COMMENT

Opportunity (as time allows) for Commissioners to provide informational comments to Board and public on non-agenda items of interest or to discuss legislative issues.



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-1 DATE 02-21-08
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 02/21/08
 Agenda Item #: C-1
 Est. Start Time: 9:30 AM
 Date Submitted: 02/06/08

BUDGET MODIFICATION: DCJ - 19

Agenda Title: Budget Modification DCJ-19 Reclassifying a Program Development Specialist to a Program Development Specialist Senior in the Juvenile Services Division, as Determined by the Class/Comp Unit of Central Human Resources

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

Requested Meeting Date: February 21, 2008 **Amount of Time Needed:** N/A
Department: Dept. of Community Justice **Division:** Juvenile Services Division
Contact(s): Shaun Coldwell
Phone: 503-988-3961 **Ext.** 83961 **I/O Address:** 503 / 250
Presenter(s): Consent Calendar

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification to reclassify a Program Development Specialist position which has been reviewed by the Class/Comp Unit of Central Human Resources.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Reclassification of a 0.80 FTE Program Development Specialist position to a Program Development Specialist Senior was approved for recommendation to the Board of County Commissioners by the Class/Comp Unit of Central Human Resources on January 3, 2008, to be retro-active to November 1, 2007.

The duties and responsibilities of this position have expanded over time and now include frequent design, coordination and implementation of interdivisional and interagency special projects. Added responsibilities include: oversight and leadership roles to several significant county-wide projects; functional supervision to Family Probation Program staff; adapt program where necessary to achieve

program goals; and analyze information to recommend department-wide policy decisions. These functions are consistent with those of the Program Development Specialist Senior (6088) classification.

This position is located in the Family Court Services Program, program offer # 50009.

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

There is no fiscal impact for FY 2008 as the personnel costs for these two positions overlap. This position is expected to be ongoing and is included in the FY 2009 Requested Budget.

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.

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?**

N/A

- **What budgets are increased/decreased?**

N/A

- **What do the changes accomplish?**

Approval of a reclassification decision from the Class/Comp Unit of Central Human Resources.

- **Do any personnel actions result from this budget modification? Explain.**

Yes, the current employee in this position will be reclassified to a Program Development Specialist Senior retro-active to November 1, 2007.

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

N/A

- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**

N/A

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

N/A

- **If a grant, when the grant expires, what are funding plans?**

N/A

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

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 19

Required Signatures

**Elected Official or
Department/
Agency Director:**

John McKinney for Scott Taylor

Date: 02/06/08

Budget Analyst:

[Handwritten Signature]

Date: 02/06/08

Department HR:

James J. Opoka

Date: 02/07/08

Countywide HR:

Ruth Nutting

Date: 02/08/08

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: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1									0				
2									0				
3									0				
4									0				
5									0				
6									0				
7									0				
8									0				
9									0				
10									0				
11									0				
12									0				
13									0				
14									0				
15									0				
16									0				
17									0				
18									0				
19									0				
20									0				
21									0				
22									0				
23									0				
24									0				
25									0				
26									0				
27									0				
28									0				
29									0				
											0	0	Total - Page 1
											0	0	GRAND TOTAL

No fiscal impact, therefore no changes to FY-2008 Budget.

Description:
 Re-class a 6021-Prg Dev Spec position to a 6088-Prg Dev Spec Sr retro-active to 11/1/07. Position is located in JSD Family Court Services Program (cc 509042).

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	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
50-50	6021	64502	Program Development Spec	704863	(0.80)	(45,817)	(14,703)	(10,939)	(71,458)
50-50	6021	64502	Program Development Spec Sr	704863	0.80	45,817	14,703	10,939	71,458
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					0.00	0	0	0	0

509042

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	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
50-50	6021	64502	Program Development Spec	704863	(0.53)	(24,436)	(7,841)	(5,834)	(38,111)
50-50	6021	64502	Program Development Spec Sr	704863	0.53	24,436	7,841	5,834	38,111
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					0.00	0	0	0	0

Reclass effective November 1, 2007 (8 months in FY 2008)



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 02/21/08
 Agenda Item #: C-2
 Est. Start Time: 9:30 AM
 Date Submitted: 02/04/08

Agenda Title: **Intergovernmental Revenue Agreement 0709022 with the Oregon Department of Justice to Fund Dependency Proceedings**

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

Requested Meeting Date: February 21, 2008 **Amount of Time Needed:** N/A
Department: Non-Departmental **Division:** District Attorney's Office
Contact(s): Tida Niyomthong
Phone: 503-988-4816 **Ext.** 84816 **I/O Address:** 101/600
Presenter(s): Consent Calendar

General Information

1. **What action are you requesting from the Board?**
 Approval of the revenue agreement with the Oregon DOJ.
2. **Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.**
 The fund for dependency proceedings that occur at anytime between the filing of a dependency petition and the entry by a court of a disposition order on the merits on all allegations in that petition.
3. **Explain the fiscal impact (current year and ongoing).**
 N/A
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 Signature

**Elected Official or
 Department/
 Agency Director:**

Michel Schroed

Date: 02/04/08

Agreement Number 09-DA-12

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

This Agreement is among the State of Oregon, by and through its

**Department of Justice
1162 Court Street NE
Salem, OR 97301-4096
(503) 378-6002
FAX (503) 378-4017**

hereinafter referred to as "DOJ," acting pursuant to ORS Chapter 180,

**Multnomah County
Mr. Ted Wheeler, Chair
Multnomah County Board of Commissioners
501 SE Hawthorne Blvd., Suite 600
Portland, Oregon 97214-3887
Phone: (503) 823-4000
Fax: (503) 988-3093**

hereinafter referred to as "County," and

**Multnomah County District Attorney
Michael D. Schrunk
Multnomah County Courthouse
1021 SW Fourth Avenue, Room 600
Portland, Oregon 97204
Phone: (503) 988-3162
Fax: (503) 988-3643**

hereinafter referred to as "District Attorney" or "DA," acting pursuant to Article VII, Section 17 (original) of the Oregon Constitution.

RECITALS

WHEREAS, District Attorney, County and DOJ wish to cooperate to ensure more consistent statewide practice and participation by District Attorneys in court appearances and related activities in juvenile dependency proceedings that occur at any time between the filing of a dependency petition pursuant to ORS 419B.809 and the entry by a court of a disposition order on the merits on all allegations in that petition;

WHEREAS, District Attorneys and their Deputies have been appearing in dependency proceedings for many years in support of the safety and welfare of children without state dedicated funding for those efforts;

WHEREAS, the alignment of interests between District Attorneys and DHS helps ensure that the focus of juvenile dependency proceedings is on the safety, permanency and well being of Oregon's children, and that, where appropriate, reasonable efforts are made to preserve and reunify families;

WHEREAS, the Legislative Assembly appropriated funds for the 2007-2009 biennium to encourage District Attorneys to increase their involvement in juvenile dependency proceedings occurring at any time between the filing of a dependency petition pursuant to ORS 419B.809 and the entry by a court of a disposition order on the merits on all allegations in that petition;

WHEREAS, the Legislative Assembly intended that its appropriation of funds would increase involvement in or otherwise improve the quality of the juvenile dependency litigation programs in every county in Oregon; and,

WHEREAS, it is acknowledged by all parties that moneys provided pursuant to this Agreement may be used by County and District Attorney only to increase involvement in or otherwise improve the quality of juvenile dependency proceedings occurring between the filing of a dependency petition pursuant to ORS 419B.809 and the entry by a court of a disposition order on the merits on all allegations in that petition;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

I. EFFECTIVE DATE AND DURATION

This Intergovernmental Agreement ("Agreement") shall become effective on the date this Agreement is fully executed by all parties and approved as required by applicable law and shall continue in full force and effect through June 30, 2009, unless terminated earlier in accordance with its terms. Agreement termination or expiration shall not extinguish or prejudice any party's right to enforce this Agreement with respect to any default by another party that has not been cured.

II. AGREEMENT DOCUMENTS

A. This Agreement consists of the following documents:

This Agreement without Exhibits,
Exhibit A, Part 1: Description of Work and General Requirements,
Exhibit A, Part 2: Payment and Financial Reporting,
Exhibit A, Part 3: Special Terms and Conditions,
Exhibit B: Standard Terms and Conditions, and
Exhibit C: Required Federal Terms and Conditions

Exhibits A, B and C are attached and incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement between the parties on the subject matter in it. There are no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified in it.

- B. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) This Agreement without Exhibits, (b) Exhibit C, (c) Exhibit A, (d) Exhibit B.

III. SERVICES TO BE PERFORMED

- A. For purposes of this Agreement, "Work" means specific acts to be performed and requirements to be fulfilled by County and District Attorney as set forth in Exhibit A.
- B. County and District Attorney shall perform the Work in accordance with the terms and conditions of this Agreement.

IV. PAYMENTS

- A. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes any allowable expenses, is \$377,639.58. DOJ shall not pay County and District Attorney any amount in excess of the not-to-exceed amount for performing the Work, and shall not pay for Work until this Agreement has been signed by all parties.
- B. DOJ shall pay only for performed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

V. DISTRICT ATTORNEY AND COUNTY DATA AND CERTIFICATION

- A. **District Attorney and County Tax Identification.** County and District Attorney shall provide County's and District Attorney's federal tax ID number(s) and the additional information set forth below. This information is requested pursuant to ORS 305.385.

Please print or type the following information.

Name (exactly as filed with the IRS) _____

Address _____

Telephone: () _____ - _____ Facsimile: () _____ - _____

Federal Tax I.D. # _____

The above information must be provided prior to Agreement approval. DOJ may report the information set forth above to the Internal Revenue Service (IRS) under the name and taxpayer identification number provided.

- B. **Certification.** By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
1. The Federal Tax I.D. number shown in Section IV(A) is County's and District Attorney's correct taxpayer identification and all other information provided in Section IV(A) is true and accurate; and
 2. County and District Attorney are not subject to backup withholding because:
 - i. County and District Attorney are exempt from backup withholding;
 - ii. County and District Attorney have not been notified by the IRS that either County or District Attorney is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. The IRS has notified County and District Attorney that County and District Attorney are no longer subject to backup withholding.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY AND DISTRICT ATTORNEY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO FULL EXECUTION OF THE AGREEMENT.

SIGNATURES:

Multnomah County

Authorized Signature Title Date

Authorized Signature Title Date

Authorized Signature Title Date

Multnomah County District Attorney

John Scaund District Attorney 1/22/08

Authorized Signature Title Date

DOJ

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

Assistant Attorney General

Date

EXHIBIT A

Part 1

Description of Work and General Requirements

County and District Attorney shall, to the extent that resources permit and in proportion to the payments made pursuant to this Agreement, enlarge or otherwise improve the quality of the juvenile dependency litigation program in accordance with the following procedural and operational requirements:

A. Hearings: The District Attorney shall prepare for and an attorney shall actively participate in the following juvenile dependency events occurring in the county at any time between the filing of a dependency petition and entry of a disposition order on the merits on all allegations in the petition:

- Contested shelter hearings;
- Jurisdiction hearings;
- Disposition hearings (whether held with or separately from the jurisdiction hearing);
- Formal and informal settlement and pretrial conferences; and
- Aggravated circumstances hearings.

In addition, to the extent that remaining available resources permit, the District Attorney shall have an attorney prepare for and actively participate in other hearings that are contested or likely to be contested and occur at any time between the filing of a dependency petition and entry of a disposition order on the merits on all allegations in the petition.

B. Conduct at Hearing: The District Attorney shall:

- Present the State of Oregon's case-in-chief;
- Present evidence regarding the Oregon Department of Human Services' (DHS) "reasonable efforts" to prevent removal and to make it possible for the child to safely return home and evidence regarding whether it is in the "best interest of the child" to be removed from home;
- Present and examine witnesses and, when appropriate, present or object to exhibits, settlements and stipulations;
- Make opening and closing statements, when appropriate, to aid the court in understanding the issues; and
- Perform other actions appropriate to active participation in a hearing.

C. Hearing Preparation and Post-Hearing Work: In dependency cases, from the time the child is taken into custody through the jurisdiction and disposition hearing, the District Attorney shall perform the following functions as to juvenile dependency proceedings:

- Review for legal sufficiency, as appropriate, petitions, summons, stipulated orders, and other orders and documents drafted by the District Attorney;
- Prepare pick-up orders (warrants), if needed;
- Take statutorily required steps to ensure that all necessary parties are properly given notice or served and summoned to court. If necessary to accomplish this, the District Attorney shall file motions for alternative service or service by publication or other motions to ensure that proper notice has been given prior to taking a default judgment against a parent;

- Prepare witness lists, issue witness subpoenas and arrange for service;
- Prepare, as necessary, witnesses for hearing;
- Draft necessary motions and pleadings and ensure that proper notice is provided to all parties;
- Review discovery material from other parties and follow-up as necessary;
- Stipulate to, litigate or otherwise resolve pre-hearing motions as appropriate;
- Prepare stipulated orders as appropriate and ensure that proper notice is provided to all parties; and
- Prepare orders when requested to do so by the court or when otherwise appropriate, and ensure that proper notice is provided to all parties and the order is signed by the judge.

The District Attorney may delegate functions described above in this subsection to a nonlawyer working under the supervision of the District Attorney or at the District Attorney's direction to the extent that the function does not require the exercise of independent legal judgment.

D. Casework Procedures:

- *Consultation:* The District Attorney is authorized by DOJ to consult as described herein with DHS. Prior to and, as appropriate, during negotiations, formal or informal settlement conferences and hearings, the District Attorney shall consult with DHS and discuss DHS' position on decisions about:
 1. The need to remove a child from the child's home or to return the child to a parent;
 2. The need to obtain jurisdiction pursuant to certain allegations in order for DHS and the court to require parents to complete services related to the allegation; and
 3. Whether to accept, reject, litigate or otherwise resolve any offers of settlement or compromise on individual petition allegations and on any other issues that arise in the course of the case.
- *Differences in Position:* Prior to hearing, if the District Attorney determines that the fundamental nature of the State of Oregon's position or recommendations on an individual case is significantly different from what DHS has indicated its position or recommendations would be, the District Attorney shall promptly inform the local DHS District Manager or Child Welfare Program Manager of the nature and extent of the differences.
- *Presentation of DHS Position:* If the position or recommendations to the court expressed by the District Attorney are significantly different from DHS' position or recommendations, and DOJ is not appearing in a hearing on behalf of DHS, the District Attorney shall describe the differences to the court.

E. General Requirements: The District Attorney shall:

- Promote timely hearings and strive to reduce case continuances;

- Cooperate and communicate on a regular basis with other professionals and parties in a case, including DHS;
- Provide that all attorney staff who work on these cases fully understand and comply with all relevant federal and state laws, regulations, policies, rules and the requirements of this Agreement; and
- Provide that all attorney staff who perform legal work on these cases receive at least one day's training on the juvenile dependency process and legal issues arising therein each year.

F. Resources: County and District Attorney shall make sufficient resources available to enable District Attorney to meet these procedural and operational requirements. Moneys provided pursuant to this Agreement may be used by County and District Attorney only to enlarge or otherwise improve the quality of the juvenile dependency litigation program by funding personnel expenses incurred in enlarging or otherwise improving the quality of the juvenile dependency litigation program. None of the additional funds paid pursuant to this Agreement may be applied to any other expense, including service or supply costs.

G. Allocation of costs other than personnel costs. Notwithstanding paragraph F, the District Attorney and County may continue to assign responsibility for payment of costs, including the cost of retaining experts and serving process or subpoenas, between the District Attorney, County, and DHS as those parties may have divided such costs on or before the effective date of this Agreement.

EXHIBIT A
Part 2
Payment and Financial Reporting

1. The amount payable to County and District Attorney for Work performed in accordance with this Agreement shall not to exceed \$377,639.58.
 - a. During the period beginning January 1, 2008, through June 30, 2008, payments shall be paid at the rate of \$62,939.93 per quarter; and
 - b. During the period beginning July 1, 2008 through June 30, 2009, payments shall be paid at the rate of \$62,939.93 per quarter.

DOJ will not pay County or District Attorney any amount in excess of the not-to-exceed amount set forth above for completing the Work, will not pay County or District Attorney severally and will not pay for Work performed before the date this Agreement becomes effective or after the termination or expiration of the Agreement. DOJ also will not pay for work performed on cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.

2. DOJ may examine invoices and audit and review the actual expenses of the County and District Attorney to ensure that the payments under this Agreement are reasonable and necessary, and to ensure that the County's and DA's expenses are in accordance with applicable federal regulations and this Agreement. If DOJ, DHS, the Oregon Secretary of State's Office or the federal government finds, from an audit and review, that the County or District Attorney has made expenditures from the funds under this Agreement for expenses that are not reasonable and necessary or are not in accordance with applicable federal regulations or this Agreement, County and District Attorney shall promptly refund the monies so expended to DOJ upon request.
3. The County or District Attorney shall invoice DOJ quarterly for Work performed on forms provided by DOJ. A supply of the DOJ forms shall be sent to the County or District Attorney by DOJ. Invoices shall include the following information:
 - The names and dates of birth of all children whose juvenile dependency cases were worked on during the quarter. Include only those children whose cases were at a point in the period between the filing of a juvenile dependency petition and entry of a disposition order on the merits on all allegations in the petition. Do not include children in cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.
 - A list of the names of employees of the District Attorney who, during the quarter, worked on juvenile dependency cases that involved at least one or more of the children included in the list of names described immediately above. Include the total personnel costs for each listed employee doing that work during the quarter, and estimate the percentage of time that each listed employee spent working, during the quarter, on juvenile dependency cases which were at some point in the period between the filing of a dependency petition and the entry by a court of a disposition order on the merits on all allegations in that petition

(Qualifying Cases). Exclude from the percentage of time calculation the amount of time spent working on juvenile cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations. Do this by subtracting the estimate of each individual's time spent working on cases where the District Attorney's fundamental position was significantly different from DHS' position from the estimated time that person spent working on Qualifying Cases, and then calculating the percentage of time spent on such dependency cases as a function of the total time spent working. The District Attorney is responsible for the accuracy of estimates.

- Each invoice shall be accompanied by the District Attorney's certification in the following form:
 - (a) The District Attorney performed all Work for which reimbursement is sought in accordance with Exhibit A, Part I.
 - (b) The Work performed enlarged or otherwise improved the quality of the juvenile dependency litigation program in comparison to the program as it would have existed in the absence of the requested reimbursement.
 - (c) The cost of the Work performed is not less than the amount of reimbursement sought.

Invoices shall be sent to:

DOJ Administrative Services
Attention: Jim Lamka
1162 Court Street NE
Salem, Oregon, 97301-4096

Questions about invoices may be made to Jim Lamka at the above address or at Jim.Lamka@state.or.us. Phone inquiries may be made to him at (503) 378-5415.

After receipt, review and approval of invoices, DOJ shall invoice DHS and enclose the information provided by County or District Attorney to DHS which upon completion of its review and approval of the invoice, shall pay DOJ. DOJ, upon the receipt of funds from DHS, shall pay County and District Attorney for approved expenses.

EXHIBIT A
Part 3
Special Terms and Conditions

I. Media Disclosure

Neither County nor DA shall provide information to the media about a recipient of services covered under this Agreement without first consulting the DHS office that referred the child or family. The County or DA shall make immediate contact with the DHS office when media contact occurs.

II. Nondiscrimination

The County and DA must provide services without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act) of the children who are the subject of the dependency petition that is covered by this Agreement. Contracted services must reasonably accommodate the cultural, language and other special needs of such children.

III. Criminal History Check

The County or DA shall verify that any County or District Attorney employee working with children who are the subject of a dependency petition that is covered by this Agreement has not been convicted of any of the following crimes: child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with such children. The County or DA shall establish verification by:

- (1) For applicants for employment, having the applicant, as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which shall be shared with the County or DA,
- (2) For applicants and employees, obtaining from the OSP for an "Oregon only" criminal history check on the applicant or employee. The County or DA shall give OSP the applicant's or employee's name, birth date and social security number, or
- (3) Any other process by which the County or DA obtains the employee's or applicant's criminal history.

The County or DA shall determine, after receiving the applicant's or employee's criminal history, whether the applicant or employee has been convicted of any crime listed above, and whether these convictions pose a risk to working safely with such children.

If the County or DA learns of a conviction of any of the above listed crimes from the applicant or employee's record, and the County or DA chooses to hire the employee or applicant, the County or DA shall confirm in writing the reasons for hiring the individual. These reasons shall address how the applicant/employee is presently suitable or able to work with such children in a safe and trustworthy manner. The County or DA shall place this information, along with the applicant's or employee's criminal history check, in the employee's personnel file, and make it available upon request in a review or audit.

EXHIBIT B
STANDARD TERMS & CONDITIONS

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arise from or relate to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. **Compliance with Law.** The parties shall comply with all state laws, regulations and executive orders applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 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 Work. These laws and regulations are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County, DA and DOJ, that employ subject workers who provide services 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.

3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither County nor DA nor their officers, employees or agents is an officer, employee or agent of DOJ as those terms are used in ORS 30.265 or otherwise.

4. **Funds Available and Authorized; Payments.** Neither County nor DA shall be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon or the federal government. DOJ certifies that it has sufficient expenditure limitation currently authorized to finance the costs of this Agreement within DOJ's current biennial appropriation or limitation. County and DA understand and agree that DOJ's payment of amounts under this Agreement is contingent on DOJ and DHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DOJ and DHS, in the exercise of their reasonable administrative discretion, to continue to make payments under this Agreement, subject to Section 5 below.

5. **Recovery of Overpayments.** If invoices under this Agreement, or under any other Agreement between County or DA and DOJ, result in payments to County or DA to which County or DA is not entitled, DOJ, after giving to County or DA written notification and an opportunity to object, may withhold from payments due to County or DA such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 6 below. Prior to withholding, if County or DA objects to the withholding or the amount proposed to be withheld, County or DA shall notify DOJ that it wishes to engage in dispute resolution in accordance with Section 16 of this Agreement.
6. Nothing in this Agreement shall require County, DA or DOJ to act in violation of state or federal law, the United States Constitution or the Constitution of the State of Oregon.
7. **County or DA Default.** County or DA shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. County or DA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - b. Any representation, warranty or statement made by County or DA herein or in any documents or reports relied upon by DOJ to measure the delivery of Work, the expenditure of payments or the performance by County or DA is untrue in any material respect when made;
 - c. County or DA (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County or DA, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County or DA, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or DA or of all or any substantial part of its assets, or (iii) similar relief in respect to County or DA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
8. **DOJ Default.** DOJ shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. DOJ fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

- b. Any representation, warranty or statement made by DOJ herein or in any documents or reports relied upon by County to measure performance by DOJ is untrue in any material respect when made.

9. Termination.

- a. **County or DA Termination.** County or DA may terminate this Agreement:
 - (i) For County or DA's convenience, upon at least 30 days advance written notice to DOJ;
 - (ii) Upon 30 days advance written notice to DOJ, if County or DA does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County or DA to satisfy its performance obligations under this Agreement, as determined by County or DA in the reasonable exercise of its administrative discretion;
 - (iii) Upon 30 days advance written notice to DOJ, if DOJ is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County or DA may specify in the notice; or
 - (iv) Immediately upon written notice to DOJ, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County or DA no longer has the authority to meet its obligations under this Agreement.
- b. **DOJ Termination.** DOJ may terminate this Agreement:
 - (i) For its convenience, upon at least 30 days advance written notice to County and DA;
 - (ii) Upon 30 days advance written notice to County, if DOJ does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DOJ under this Agreement, as determined by DOJ in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DOJ may terminate this Agreement, immediately upon written notice to County and DA or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DOJ's legislative authorization for expenditure of funds to such a degree that DOJ shall no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DOJ in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 30 days from the date the action is taken;
 - (iii) Immediately upon written notice to County and DA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DOJ no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
 - (iv) Upon 30 days advance written notice to County and DA, if County or DA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DOJ may specify in the notice;
 - (v) Immediately upon written notice to County or DA, if any license or certificate

required by law or regulation to be held by County or DA or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;

- (vi) Immediately upon written notice to County and DA, if DOJ determines that County or DA or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing Work covered by this Agreement.
- c. **Mutual Termination.** This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

10. Effect of Termination

- a. Upon termination of this Agreement, DOJ shall have no further obligation to pay County or DA under this Agreement and County and DA shall have no further obligation to perform Work under this Agreement.
- b. **Obligations and Liabilities.** Notwithstanding Section 10(a), any termination of this Agreement shall not prejudice any obligations or liabilities of the parties accrued prior to such termination.

11. Limitation of Liabilities. THE PARTIES SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. THE PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

12. Insurance. There are no insurance requirements in this Agreement.

13. Records Maintenance; Access. County and DA shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County and DA shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County and DA, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's and DA's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County and DA, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County and DA acknowledge and agree that DOJ, DHS, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County and DA shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is

later. County and DA shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

14. **Force Majeure.** A party shall not be held responsible for delay or default caused by fire, riot, acts of nature, power outage, government fiat, terrorist acts or other acts of political sabotage, civil unrest, labor unrest, or war, where such cause is beyond the reasonable control of that party. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. For purposes of this section, an "act of nature" is a natural occurrence of extraordinary and unprecedented proportions not foreshadowed by the usual course of nature, whose magnitude and destructiveness could not have been anticipated or provided against by exercise of ordinary foresight.
15. **Assignment of Agreement, Successors in Interest.**
 - a. Neither County nor DA shall assign, delegate or otherwise transfer their rights or obligations under this Agreement without DOJ's prior written consent. DOJ may condition its consent on such terms as it deems necessary. DOJ's consent shall not be deemed to create any obligation of DOJ in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
16. **Resolution of Disputes, Generally.** In the event a dispute arises under this Agreement, any party may notify the other parties that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes. The rights and remedies set forth in the Agreement are not intended to be exhaustive and the exercise by any party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
17. **Subcontracts.** Neither County nor DA shall enter into any subcontracts for any of the Work required by this Agreement without DOJ's prior written consent. In addition to any other provisions DOJ may require, County and DA shall include in any permitted subcontract under this Agreement provisions to require that DOJ shall receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 13, 15, 18, and 19 of this Exhibit B. DOJ's consent to any subcontract shall not relieve County or DA of any of its duties or obligations under this Agreement.
18. **No Third Party Beneficiaries.** DOJ, County and DA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's and DA's performance under this Agreement are solely for the benefit of DOJ to assist and enable DOJ to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to DHS, to children who are the subject of juvenile dependency cases which are processed or litigated under this Agreement or to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by the parties and when required the Department of Administrative Services. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The parties, by signature of its authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
20. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
21. **Survival.** Sections 1, 4, 5, 6, 7, 10, 11, 12, 13, 16, 18, 19, 20, 21, 22, 23, and 25 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
22. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to the other parties at the addresses or numbers set forth below, or to such other addresses or numbers as any party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other parties, any notice transmitted by facsimile must be confirmed by telephone notice to the other parties at numbers listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

DOJ: Department of Justice
Attention: Pete Shepherd
1162 Court Street NE
Salem, Oregon, 97301-4096
Telephone: 503-378-6002
Facsimile Number: 503-378-4017

COUNTY: Multnomah County

Attention: Mr. Ted Wheeler, Chair
Multnomah County Board of Commissioners
501 SE Hawthorne Blvd., Suite 600
Portland, Oregon 97214-3587
Phone: (503) 823-4000
Fax: (503) 988-3093

DA: Multnomah County District Attorney
Attention: Michael D. Schrunk
Multnomah County Courthouse
1021 SW Fourth Avenue, Room 600
Portland, Oregon 97204
Phone: (503) 988-3162
Fax: (503) 988-3643

23. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
24. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
25. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

EXHIBIT C

REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to any other requirements prescribed in Exhibit A, County and DA shall comply and, as indicated, require all subcontractors to comply, with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions

County and DA shall comply and require all subcontractors to comply with all federal laws, regulations, executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County and DA expressly agree to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

2. Equal Employment Opportunity

If this Agreement, including amendments, is for more than \$10,000, then County and DA shall comply and require all subcontractors to 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).

3. Clean Air, Clean Water, EPA Regulations

If this Agreement, including amendments, exceeds \$100,000 then County and DA shall comply and require all subcontractors to 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 32), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DOJ, HHS and the appropriate Regional Office of the Environmental Protection Agency. County and DA shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. Energy Efficiency

County and DA shall comply and require all subcontractors to 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).

5. Truth in Lobbying

The County and DA certify, to the best of the County's and DA's knowledge and belief that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of County or DA, 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 shall 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 County and DA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The County and DA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

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

6. Resource Conservation and Recovery

County and DA shall comply and require all subcontractors to 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.

7. Audits

County and DA shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

8. Debarment and Suspension

County and DA shall not permit any person or entity to be a subcontractor 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. 12549 and No. 12689, "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. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Drug-Free Workplace

County and DA shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County and DA certify that they shall provide a drug-free workplace by publishing a statement notifying their employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's and DA's workplace or while providing services to the DHS Clients. County's and DA's notice shall specify the actions that shall be taken by County and DA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's and DA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Work under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) that, as a condition of employment to perform Work under this Agreement, the employee shall: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DOJ within ten (10) days after receiving notice under subparagraph (iv) from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi); (viii) Require any subcontractor to comply with subparagraphs (i) through (vii); (ix) Neither County nor DA, or any of County's or DA's employees, officers, agents or subcontractors may perform any Work required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County's or DA's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County's or DA's employee, officer, agent or

subcontractor's performance of essential job function or creates a direct threat to the DHS Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of the Agreement.

10. Pro-Children Act

County and DA shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).

11. Agency-based Voter Registration

County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered to applicants for services.

GEN0325723

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0709022

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

Amendment #: _____

CLASS I Based on Informal / Intermediate Procurement	CLASS II Based on Formal Procurement	CLASS III Intergovernmental Contract (IGA)
<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Personal Services Contract	<input type="checkbox"/> Expenditure Contract
PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	PCRB Contract <input type="checkbox"/> Goods or Services <input type="checkbox"/> Maintenance or Licensing Agreement <input type="checkbox"/> Public Works / Construction Contract <input type="checkbox"/> Architectural & Engineering Contract	<input checked="" type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement
<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> Revenue Contract <input type="checkbox"/> Grant Contract <input type="checkbox"/> Non-Financial Agreement	<input type="checkbox"/> INTER-DEPARTMENTAL AGREEMENT (IDA)

Department: Nondepartmental Division: _____
 Originator: Scott Marcy Program: District Attorney's Office Date: 01/22/08
 Contact: Tida Niyomthong Phone: 503-988-3863 Bldg/Room: 101/600
 Phone: 503-988-4816 Bldg/Room: 101/600

Description of Contract: Intergovernmental Agreement between State Of Oregon Department of Justice and Multnomah County District Attorney's Office to fund dependency proceedings that occur at any time between the filing of a dependency petition and the entry by a court of a disposition order on the merits on all allegations in that petition.

RENEWAL: PREVIOUS CONTRACT #(S) _____ EEO CERTIFICATION EXPIRES _____

PROCUREMENT _____ ISSUE _____ EFFECTIVE _____ END _____
 EXEMPTION OR _____ DATE: _____ DATE: _____ DATE: _____
 CITATION # _____

CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor	State Of Oregon, Department Of Justice Attn: Judy Hays	Remittance address (if different)	DOJ Administrative Services Attn: Jim Lamka 503-378-5415 1162 Court Street NE Salem, OR 97301-4096
Address	1162 Court Street NE		
City/State	Salem, OR		
ZIP Code	97301-4096		
Phone	503-378-6002; Fax 503-378-4017		
Employer ID# or SS#			
Contract Effective Date	01/01/08	Term Date	06/30/09
Amendment Effect Date		New Term Date	
Original Contract Amount	\$ 377,639.58	Original PA/Requirements Amount	\$
Total Amt of Previous Amendments	\$	Total Amt of Previous Amendments	\$
Amount of Amendment	\$	Amount of Amendment	\$
Total Amount of Agreement \$	\$ 377,639.58	Total PA/Requirements Amount	\$

REQUIRED SIGNATURES:

Department Manager: [Signature] DATE: 1/22/08
 County Attorney: _____ DATE: _____
 CPCA Manager: _____ DATE: _____
 County Chair: [Signature] DATE: 2/21/08
 Sheriff: _____ DATE: _____
 Contract Administration: _____ DATE: _____



COMMENTS: _____

Agreement Number 09-DA-12

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

This Agreement is among the State of Oregon, by and through its

**Department of Justice
1162 Court Street NE
Salem, OR 97301-4096
(503) 378-6002
FAX (503) 378-4017**

hereinafter referred to as "DOJ," acting pursuant to ORS Chapter 180,

**Multnomah County
Mr. Ted Wheeler, Chair
Multnomah County Board of Commissioners
501 SE Hawthorne Blvd., Suite 600
Portland, Oregon 97214-3887
Phone: (503) 823-4000
Fax: (503) 988-3093**

hereinafter referred to as "County," and

**Multnomah County District Attorney
Michael D. Schrunk
Multnomah County Courthouse
1021 SW Fourth Avenue, Room 600
Portland, Oregon 97204
Phone: (503) 988-3162
Fax: (503) 988-3643**

hereinafter referred to as "District Attorney" or "DA," acting pursuant to Article VII, Section 17 (original) of the Oregon Constitution.

RECITALS

WHEREAS, District Attorney, County and DOJ wish to cooperate to ensure more consistent statewide practice and participation by District Attorneys in court appearances and related activities in juvenile dependency proceedings that occur at any time between the filing of a dependency petition pursuant to ORS 419B.809 and the entry by a court of a disposition order on the merits on all allegations in that petition;

WHEREAS, District Attorneys and their Deputies have been appearing in dependency proceedings for many years in support of the safety and welfare of children without state dedicated funding for those efforts;

WHEREAS, the alignment of interests between District Attorneys and DHS helps ensure that the focus of juvenile dependency proceedings is on the safety, permanency and well being of Oregon's children, and that, where appropriate, reasonable efforts are made to preserve and reunify families;

WHEREAS, the Legislative Assembly appropriated funds for the 2007-2009 biennium to encourage District Attorneys to increase their involvement in juvenile dependency proceedings occurring at any time between the filing of a dependency petition pursuant to ORS 419B.809 and the entry by a court of a disposition order on the merits on all allegations in that petition;

WHEREAS, the Legislative Assembly intended that its appropriation of funds would increase involvement in or otherwise improve the quality of the juvenile dependency litigation programs in every county in Oregon; and,

WHEREAS, it is acknowledged by all parties that moneys provided pursuant to this Agreement may be used by County and District Attorney only to increase involvement in or otherwise improve the quality of juvenile dependency proceedings occurring between the filing of a dependency petition pursuant to ORS 419B.809 and the entry by a court of a disposition order on the merits on all allegations in that petition;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

I. EFFECTIVE DATE AND DURATION

This Intergovernmental Agreement ("Agreement") shall become effective on the date this Agreement is fully executed by all parties and approved as required by applicable law and shall continue in full force and effect through June 30, 2009, unless terminated earlier in accordance with its terms. Agreement termination or expiration shall not extinguish or prejudice any party's right to enforce this Agreement with respect to any default by another party that has not been cured.

II. AGREEMENT DOCUMENTS

A. This Agreement consists of the following documents:

- This Agreement without Exhibits,
- Exhibit A, Part 1: Description of Work and General Requirements,
- Exhibit A, Part 2: Payment and Financial Reporting,
- Exhibit A, Part 3: Special Terms and Conditions,
- Exhibit B: Standard Terms and Conditions, and
- Exhibit C: Required Federal Terms and Conditions

Exhibits A, B and C are attached and incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement between the parties on the subject matter in it. There are no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified in it.

- B. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) This Agreement without Exhibits, (b) Exhibit C, (c) Exhibit A, (d) Exhibit B.

III. SERVICES TO BE PERFORMED

- A. For purposes of this Agreement, "Work" means specific acts to be performed and requirements to be fulfilled by County and District Attorney as set forth in Exhibit A.
- B. County and District Attorney shall perform the Work in accordance with the terms and conditions of this Agreement.

IV. PAYMENTS

- A. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes any allowable expenses, is \$377,639.58. DOJ shall not pay County and District Attorney any amount in excess of the not-to-exceed amount for performing the Work, and shall not pay for Work until this Agreement has been signed by all parties.
- B. DOJ shall pay only for performed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

V. DISTRICT ATTORNEY AND COUNTY DATA AND CERTIFICATION

- A. **District Attorney and County Tax Identification.** County and District Attorney shall provide County's and District Attorney's federal tax ID number(s) and the additional information set forth below. This information is requested pursuant to ORS 305.385.

Please print or type the following information.

Name (exactly as filed with the IRS) County of Multnomah
Address 501 SE Hawthorne Blvd Ste 531
Telephone: (503) 988 - 3162 Facsimile: (503) 988 - 3643

Federal Tax I.D. # 93-6002309

The above information must be provided prior to Agreement approval. DOJ may report the information set forth above to the Internal Revenue Service (IRS) under the name and taxpayer identification number provided.

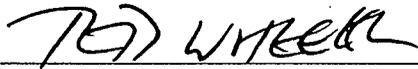
- B. **Certification.** By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
1. The Federal Tax I.D. number shown in Section IV(A) is County's and District Attorney's correct taxpayer identification and all other information provided in Section IV(A) is true and accurate; and
 2. County and District Attorney are not subject to backup withholding because:
 - i. County and District Attorney are exempt from backup withholding;
 - ii. County and District Attorney have not been notified by the IRS that either County or District Attorney is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. The IRS has notified County and District Attorney that County and District Attorney are no longer subject to backup withholding.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

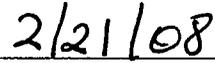
COUNTY AND DISTRICT ATTORNEY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO FULL EXECUTION OF THE AGREEMENT.

SIGNATURES:

Multnomah County







Date

Ted Wheeler, County Chair

Authorized Signature

Title

Date

Authorized Signature

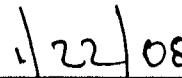
Title

Date

Multnomah County District Attorney


Authorized Signature

Title


Date

DOJ

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

Assistant Attorney General

Date

EXHIBIT A
Part 1
Description of Work and General Requirements

County and District Attorney shall, to the extent that resources permit and in proportion to the payments made pursuant to this Agreement, enlarge or otherwise improve the quality of the juvenile dependency litigation program in accordance with the following procedural and operational requirements:

A. Hearings: The District Attorney shall prepare for and an attorney shall actively participate in the following juvenile dependency events occurring in the county at any time between the filing of a dependency petition and entry of a disposition order on the merits on all allegations in the petition:

- Contested shelter hearings;
- Jurisdiction hearings;
- Disposition hearings (whether held with or separately from the jurisdiction hearing);
- Formal and informal settlement and pretrial conferences; and
- Aggravated circumstances hearings.

In addition, to the extent that remaining available resources permit, the District Attorney shall have an attorney prepare for and actively participate in other hearings that are contested or likely to be contested and occur at any time between the filing of a dependency petition and entry of a disposition order on the merits on all allegations in the petition.

B. Conduct at Hearing: The District Attorney shall:

- Present the State of Oregon's case-in-chief;
- Present evidence regarding the Oregon Department of Human Services' (DHS) "reasonable efforts" to prevent removal and to make it possible for the child to safely return home and evidence regarding whether it is in the "best interest of the child" to be removed from home;
- Present and examine witnesses and, when appropriate, present or object to exhibits, settlements and stipulations;
- Make opening and closing statements, when appropriate, to aid the court in understanding the issues; and
- Perform other actions appropriate to active participation in a hearing.

C. Hearing Preparation and Post-Hearing Work: In dependency cases, from the time the child is taken into custody through the jurisdiction and disposition hearing, the District Attorney shall perform the following functions as to juvenile dependency proceedings:

- Review for legal sufficiency, as appropriate, petitions, summons, stipulated orders, and other orders and documents drafted by the District Attorney;
- Prepare pick-up orders (warrants), if needed;
- Take statutorily required steps to ensure that all necessary parties are properly given notice or served and summoned to court. If necessary to accomplish this, the District Attorney shall file motions for alternative service or service by publication or other motions to ensure that proper notice has been given prior to taking a default judgment against a parent;

- Prepare witness lists, issue witness subpoenas and arrange for service;
- Prepare, as necessary, witnesses for hearing;
- Draft necessary motions and pleadings and ensure that proper notice is provided to all parties;
- Review discovery material from other parties and follow-up as necessary;
- Stipulate to, litigate or otherwise resolve pre-hearing motions as appropriate;
- Prepare stipulated orders as appropriate and ensure that proper notice is provided to all parties; and
- Prepare orders when requested to do so by the court or when otherwise appropriate, and ensure that proper notice is provided to all parties and the order is signed by the judge.

The District Attorney may delegate functions described above in this subsection to a nonlawyer working under the supervision of the District Attorney or at the District Attorney's direction to the extent that the function does not require the exercise of independent legal judgment.

D. Casework Procedures:

- *Consultation:* The District Attorney is authorized by DOJ to consult as described herein with DHS. Prior to and, as appropriate, during negotiations, formal or informal settlement conferences and hearings, the District Attorney shall consult with DHS and discuss DHS' position on decisions about:
 1. The need to remove a child from the child's home or to return the child to a parent;
 2. The need to obtain jurisdiction pursuant to certain allegations in order for DHS and the court to require parents to complete services related to the allegation; and
 3. Whether to accept, reject, litigate or otherwise resolve any offers of settlement or compromise on individual petition allegations and on any other issues that arise in the course of the case.
- *Differences in Position:* Prior to hearing, if the District Attorney determines that the fundamental nature of the State of Oregon's position or recommendations on an individual case is significantly different from what DHS has indicated its position or recommendations would be, the District Attorney shall promptly inform the local DHS District Manager or Child Welfare Program Manager of the nature and extent of the differences.
- *Presentation of DHS Position:* If the position or recommendations to the court expressed by the District Attorney are significantly different from DHS' position or recommendations, and DOJ is not appearing in a hearing on behalf of DHS, the District Attorney shall describe the differences to the court.

E. General Requirements: The District Attorney shall:

- Promote timely hearings and strive to reduce case continuances;

- Cooperate and communicate on a regular basis with other professionals and parties in a case, including DHS;
- Provide that all attorney staff who work on these cases fully understand and comply with all relevant federal and state laws, regulations, policies, rules and the requirements of this Agreement; and
- Provide that all attorney staff who perform legal work on these cases receive at least one day's training on the juvenile dependency process and legal issues arising therein each year.

F. Resources: County and District Attorney shall make sufficient resources available to enable District Attorney to meet these procedural and operational requirements. Moneys provided pursuant to this Agreement may be used by County and District Attorney only to enlarge or otherwise improve the quality of the juvenile dependency litigation program by funding personnel expenses incurred in enlarging or otherwise improving the quality of the juvenile dependency litigation program. None of the additional funds paid pursuant to this Agreement may be applied to any other expense, including service or supply costs.

G. Allocation of costs other than personnel costs. Notwithstanding paragraph F, the District Attorney and County may continue to assign responsibility for payment of costs, including the cost of retaining experts and serving process or subpoenas, between the District Attorney, County, and DHS as those parties may have divided such costs on or before the effective date of this Agreement.

EXHIBIT A
Part 2
Payment and Financial Reporting

1. The amount payable to County and District Attorney for Work performed in accordance with this Agreement shall not to exceed \$377,639.58.
 - a. During the period beginning January 1, 2008, through June 30, 2008, payments shall be paid at the rate of \$62,939.93 per quarter; and
 - b. During the period beginning July 1, 2008 through June 30, 2009, payments shall be paid at the rate of \$62,939.93 per quarter.

DOJ will not pay County or District Attorney any amount in excess of the not-to-exceed amount set forth above for completing the Work, will not pay County or District Attorney severally and will not pay for Work performed before the date this Agreement becomes effective or after the termination or expiration of the Agreement. DOJ also will not pay for work performed on cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.

2. DOJ may examine invoices and audit and review the actual expenses of the County and District Attorney to ensure that the payments under this Agreement are reasonable and necessary, and to ensure that the County's and DA's expenses are in accordance with applicable federal regulations and this Agreement. If DOJ, DHS, the Oregon Secretary of State's Office or the federal government finds, from an audit and review, that the County or District Attorney has made expenditures from the funds under this Agreement for expenses that are not reasonable and necessary or are not in accordance with applicable federal regulations or this Agreement, County and District Attorney shall promptly refund the monies so expended to DOJ upon request.
3. The County or District Attorney shall invoice DOJ quarterly for Work performed on forms provided by DOJ. A supply of the DOJ forms shall be sent to the County or District Attorney by DOJ. Invoices shall include the following information:
 - The names and dates of birth of all children whose juvenile dependency cases were worked on during the quarter. Include only those children whose cases were at a point in the period between the filing of a juvenile dependency petition and entry of a disposition order on the merits on all allegations in the petition. Do not include children in cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations.
 - A list of the names of employees of the District Attorney who, during the quarter, worked on juvenile dependency cases that involved at least one or more of the children included in the list of names described immediately above. Include the total personnel costs for each listed employee doing that work during the quarter, and estimate the percentage of time that each listed employee spent working, during the quarter, on juvenile dependency cases which were at some point in the period between the filing of a dependency petition and the entry by a court of a disposition order on the merits on all allegations in that petition

(Qualifying Cases). Exclude from the percentage of time calculation the amount of time spent working on juvenile cases where the fundamental nature of the District Attorney's position or recommendations were significantly different from DHS' position or recommendations. Do this by subtracting the estimate of each individual's time spent working on cases where the District Attorney's fundamental position was significantly different from DHS' position from the estimated time that person spent working on Qualifying Cases, and then calculating the percentage of time spent on such dependency cases as a function of the total time spent working. The District Attorney is responsible for the accuracy of estimates.

- Each invoice shall be accompanied by the District Attorney's certification in the following form:
 - (a) The District Attorney performed all Work for which reimbursement is sought in accordance with Exhibit A, Part I.
 - (b) The Work performed enlarged or otherwise improved the quality of the juvenile dependency litigation program in comparison to the program as it would have existed in the absence of the requested reimbursement.
 - (c) The cost of the Work performed is not less than the amount of reimbursement sought.

Invoices shall be sent to:

DOJ Administrative Services
Attention: Jim Lamka
1162 Court Street NE
Salem, Oregon, 97301-4096

Questions about invoices may be made to Jim Lamka at the above address or at Jim.Lamka@state.or.us. Phone inquiries may be made to him at (503) 378-5415.

After receipt, review and approval of invoices, DOJ shall invoice DHS and enclose the information provided by County or District Attorney to DHS which upon completion of its review and approval of the invoice, shall pay DOJ. DOJ, upon the receipt of funds from DHS, shall pay County and District Attorney for approved expenses.

EXHIBIT A
Part 3
Special Terms and Conditions

I. Media Disclosure

Neither County nor DA shall provide information to the media about a recipient of services covered under this Agreement without first consulting the DHS office that referred the child or family. The County or DA shall make immediate contact with the DHS office when media contact occurs.

II. Nondiscrimination

The County and DA must provide services without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act) of the children who are the subject of the dependency petition that is covered by this Agreement. Contracted services must reasonably accommodate the cultural, language and other special needs of such children.

III. Criminal History Check

The County or DA shall verify that any County or District Attorney employee working with children who are the subject of a dependency petition that is covered by this Agreement has not been convicted of any of the following crimes: child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with such children. The County or DA shall establish verification by:

- (1) For applicants for employment, having the applicant, as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which shall be shared with the County or DA,
- (2) For applicants and employees, obtaining from the OSP for an "Oregon only" criminal history check on the applicant or employee. The County or DA shall give OSP the applicant's or employee's name, birth date and social security number, or
- (3) Any other process by which the County or DA obtains the employee's or applicant's criminal history.

The County or DA shall determine, after receiving the applicant's or employee's criminal history, whether the applicant or employee has been convicted of any crime listed above, and whether these convictions pose a risk to working safely with such children.

If the County or DA learns of a conviction of any of the above listed crimes from the applicant or employee's record, and the County or DA chooses to hire the employee or applicant, the County or DA shall confirm in writing the reasons for hiring the individual. These reasons shall address how the applicant/employee is presently suitable or able to work with such children in a safe and trustworthy manner. The County or DA shall place this information, along with the applicant's or employee's criminal history check, in the employee's personnel file, and make it available upon request in a review or audit.

EXHIBIT B
STANDARD TERMS & CONDITIONS

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arise from or relate to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

2. **Compliance with Law.** The parties shall comply with all state laws, regulations and executive orders applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 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 Work. These laws and regulations are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County, DA and DOJ, that employ subject workers who provide services 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.

3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither County nor DA nor their officers, employees or agents is an officer, employee or agent of DOJ as those terms are used in ORS 30.265 or otherwise.

4. **Funds Available and Authorized; Payments.** Neither County nor DA shall be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon or the federal government. DOJ certifies that it has sufficient expenditure limitation currently authorized to finance the costs of this Agreement within DOJ's current biennial appropriation or limitation. County and DA understand and agree that DOJ's payment of amounts under this Agreement is contingent on DOJ and DHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DOJ and DHS, in the exercise of their reasonable administrative discretion, to continue to make payments under this Agreement, subject to Section 5 below.

5. **Recovery of Overpayments.** If invoices under this Agreement, or under any other Agreement between County or DA and DOJ, result in payments to County or DA to which County or DA is not entitled, DOJ, after giving to County or DA written notification and an opportunity to object, may withhold from payments due to County or DA such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 6 below. Prior to withholding, if County or DA objects to the withholding or the amount proposed to be withheld, County or DA shall notify DOJ that it wishes to engage in dispute resolution in accordance with Section 16 of this Agreement.
6. Nothing in this Agreement shall require County, DA or DOJ to act in violation of state or federal law, the United States Constitution or the Constitution of the State of Oregon.
7. **County or DA Default.** County or DA shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. County or DA fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - b. Any representation, warranty or statement made by County or DA herein or in any documents or reports relied upon by DOJ to measure the delivery of Work, the expenditure of payments or the performance by County or DA is untrue in any material respect when made;
 - c. County or DA (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of County or DA, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County or DA, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or DA or of all or any substantial part of its assets, or (iii) similar relief in respect to County or DA under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
8. **DOJ Default.** DOJ shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. DOJ fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

- b. Any representation, warranty or statement made by DOJ herein or in any documents or reports relied upon by County to measure performance by DOJ is untrue in any material respect when made.

9. **Termination.**

- a. **County or DA Termination.** County or DA may terminate this Agreement:
 - (i) For County or DA's convenience, upon at least 30 days advance written notice to DOJ;
 - (ii) Upon 30 days advance written notice to DOJ, if County or DA does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County or DA to satisfy its performance obligations under this Agreement, as determined by County or DA in the reasonable exercise of its administrative discretion;
 - (iii) Upon 30 days advance written notice to DOJ, if DOJ is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County or DA may specify in the notice; or
 - (iv) Immediately upon written notice to DOJ, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County or DA no longer has the authority to meet its obligations under this Agreement.
- b. **DOJ Termination.** DOJ may terminate this Agreement:
 - (i) For its convenience, upon at least 30 days advance written notice to County and DA;
 - (ii) Upon 30 days advance written notice to County, if DOJ does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DOJ under this Agreement, as determined by DOJ in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DOJ may terminate this Agreement, immediately upon written notice to County and DA or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DOJ's legislative authorization for expenditure of funds to such a degree that DOJ shall no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DOJ in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 30 days from the date the action is taken;
 - (iii) Immediately upon written notice to County and DA if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DOJ no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
 - (iv) Upon 30 days advance written notice to County and DA, if County or DA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DOJ may specify in the notice;
 - (v) Immediately upon written notice to County or DA, if any license or certificate

required by law or regulation to be held by County or DA or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;

- (vi) Immediately upon written notice to County and DA, if DOJ determines that County or DA or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing Work covered by this Agreement.
- c. **Mutual Termination.** This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

10. Effect of Termination

- a. Upon termination of this Agreement, DOJ shall have no further obligation to pay County or DA under this Agreement and County and DA shall have no further obligation to perform Work under this Agreement.
- b. **Obligations and Liabilities.** Notwithstanding Section 10(a), any termination of this Agreement shall not prejudice any obligations or liabilities of the parties accrued prior to such termination.

11. Limitation of Liabilities. THE PARTIES SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. THE PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

12. Insurance. There are no insurance requirements in this Agreement.

13. Records Maintenance; Access. County and DA shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County and DA shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County and DA, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's and DA's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County and DA, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County and DA acknowledge and agree that DOJ, DHS, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County and DA shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is

later. County and DA shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

14. **Force Majeure.** A party shall not be held responsible for delay or default caused by fire, riot, acts of nature, power outage, government fiat, terrorist acts or other acts of political sabotage, civil unrest, labor unrest, or war, where such cause is beyond the reasonable control of that party. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. For purposes of this section, an "act of nature" is a natural occurrence of extraordinary and unprecedented proportions not foreshadowed by the usual course of nature, whose magnitude and destructiveness could not have been anticipated or provided against by exercise of ordinary foresight.
15. **Assignment of Agreement, Successors in Interest.**
 - a. Neither County nor DA shall assign, delegate or otherwise transfer their rights or obligations under this Agreement without DOJ's prior written consent. DOJ may condition its consent on such terms as it deems necessary. DOJ's consent shall not be deemed to create any obligation of DOJ in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
16. **Resolution of Disputes, Generally.** In the event a dispute arises under this Agreement, any party may notify the other parties that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes. The rights and remedies set forth in the Agreement are not intended to be exhaustive and the exercise by any party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.
17. **Subcontracts.** Neither County nor DA shall enter into any subcontracts for any of the Work required by this Agreement without DOJ's prior written consent. In addition to any other provisions DOJ may require, County and DA shall include in any permitted subcontract under this Agreement provisions to require that DOJ shall receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 13, 15, 18, and 19 of this Exhibit B. DOJ's consent to any subcontract shall not relieve County or DA of any of its duties or obligations under this Agreement.
18. **No Third Party Beneficiaries.** DOJ, County and DA are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's and DA's performance under this Agreement are solely for the benefit of DOJ to assist and enable DOJ to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to DHS, to children who are the subject of juvenile dependency cases which are processed or litigated under this Agreement or to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. **Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by the parties and when required the Department of Administrative Services. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The parties, by signature of its authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.
20. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
21. **Survival.** Sections 1, 4, 5, 6, 7, 10, 11, 12, 13, 16, 18, 19, 20, 21, 22, 23, and 25 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
22. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to the other parties at the addresses or numbers set forth below, or to such other addresses or numbers as any party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other parties, any notice transmitted by facsimile must be confirmed by telephone notice to the other parties at numbers listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

DOJ: Department of Justice
Attention: Pete Shepherd
1162 Court Street NE
Salem, Oregon, 97301-4096
Telephone: 503-378-6002
Facsimile Number: 503-378-4017

COUNTY: Multnomah County

Attention: Mr. Ted Wheeler, Chair
Multnomah County Board of Commissioners
501 SE Hawthorne Blvd., Suite 600
Portland, Oregon 97214-3587
Phone: (503) 823-4000
Fax: (503) 988-3093

DA: Multnomah County District Attorney
Attention: Michael D. Schrunk
Multnomah County Courthouse
1021 SW Fourth Avenue, Room 600
Portland, Oregon 97204
Phone: (503) 988-3162
Fax: (503) 988-3643

23. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
24. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
25. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

EXHIBIT C

REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to any other requirements prescribed in Exhibit A, County and DA shall comply and, as indicated, require all subcontractors to comply, with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions**

County and DA shall comply and require all subcontractors to comply with all federal laws, regulations, executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County and DA expressly agree to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

2. **Equal Employment Opportunity**

If this Agreement, including amendments, is for more than \$10,000, then County and DA shall comply and require all subcontractors to 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).

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

If this Agreement, including amendments, exceeds \$100,000 then County and DA shall comply and require all subcontractors to 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 32), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DOJ, HHS and the appropriate Regional Office of the Environmental Protection Agency. County and DA shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency**

County and DA shall comply and require all subcontractors to 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).

5. **Truth in Lobbying**

The County and DA certify, to the best of the County's and DA's knowledge and belief that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of County or DA, 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 shall 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 County and DA shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The County and DA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

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

6. **Resource Conservation and Recovery**

County and DA shall comply and require all subcontractors to 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.

7. **Audits**

County and DA shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

8. **Debarment and Suspension**

County and DA shall not permit any person or entity to be a subcontractor 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. 12549 and No. 12689, "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. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace**

County and DA shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County and DA certify that they shall provide a drug-free workplace by publishing a statement notifying their employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's and DA's workplace or while providing services to the DHS Clients. County's and DA's notice shall specify the actions that shall be taken by County and DA against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's and DA's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Work under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) that, as a condition of employment to perform Work under this Agreement, the employee shall: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DOJ within ten (10) days after receiving notice under subparagraph (iv) from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi); (viii) Require any subcontractor to comply with subparagraphs (i) through (vii); (ix) Neither County nor DA, or any of County's or DA's employees, officers, agents or subcontractors may perform any Work required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County's or DA's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County's or DA's employee, officer, agent or

subcontractor's performance of essential job function or creates a direct threat to the DHS Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of the Agreement.

10. Pro-Children Act

County and DA shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. seq.).

11. Agency-based Voter Registration

County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered to applicants for services.

GEN0325723



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 02/21/08
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 02/07/08

Agenda Title: **Briefing of the Status of the Pacific Mirabella Portland South Waterfront Project**

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

Requested Meeting Date: February 21, 2008 **Amount of Time Needed:** 15 minutes
Department: County Management **Division:** Finance & Risk Mgmt
Contact(s): Mindy Harris
Phone: 503-988-3786 **Ext** 83786 **I/O Address:** 503/531
Presenter(s): Mindy Harris

General Information

1. What action are you requesting from the Board?

No action requested; briefing only.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

In June 2007, the Hospital Facilities Authority of Multnomah County, Oregon approved the sale of tax exempt bonds by Pacific Mirabella Portland, LLC for the purpose of acquiring unimproved real property in the South Waterfront area in SW Portland. The intended use of the propoerty is to develop a continuing care retirement community. The financing was executed, and the land was purchased. This briefing is intended to provide an update of the status of the project and an estimate of future financing requests that Pacific Mirabella intends to request from the Hospital Authority.

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

The County has already received proceeds of \$10,000 from the tax exempt financing executed in June 2007. Additional fiscal impacts will occur upon execution of future financings as well increased property tax revenue upon completion of the project.

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

No legal or policy issues associated with this briefing.

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

No citizen or government participation associated with this briefing.

Required Signature

**Elected Official or
Department/
Agency Director:**

Carol M. Ford

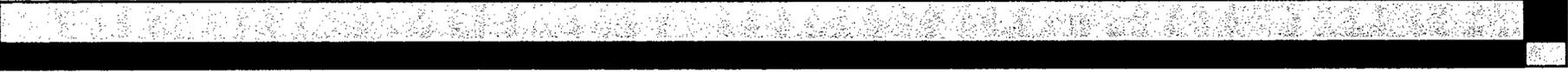
Date: 02/07/08



**The Hospital Facilities Authority of
Multnomah County**

**Pacific Retirement Services
Mirabella at South Waterfront Project**

Project Update
February 21, 2008



Pacific Retirement Services - background

- ❑ Non-profit membership corporation
- ❑ Seven full service retirement communities, four in Oregon
- ❑ 25 affordable housing communities, two in Portland serving low income seniors
- ❑ Social service programs include Foster Grandparents, Senior Volunteer Programs, Transportation, Community Outreach initiatives
- ❑ PRS selected by OHSU to develop the project after a nationwide search



Mirabella South Project

- Located in South Waterfront area
- Retirement community includes
 - 224 independent living units
 - 16 residential living units
 - 21 dementia skilled nursing beds
 - 20 regular skilled nursing beds
 - Various common areas

Mirabella South Project

Revenue Impact to Hospital Authority of Multnomah County

- ❑ Hospital Authority authorized tax exempt financing to acquire land from OHSU – issuance fees paid to Multnomah County \$10,000
- ❑ Future construction borrowing needs: \$225 million
- ❑ Issuance fees paid to Multnomah County: approx \$225,000
- ❑ Current assessed value of unimproved property: \$4.5 million
- ❑ Upon completion, estimated assessed value: \$150 million
- ❑ Estimated annual property tax revenue: \$500,000
- ❑ Property had been exempt from property tax when owned by OHSU
- ❑ Approximately 190 new jobs will be created when project is complete

Mirabella South Project

Marketing Results

- Permanent financing requires pre-sale of 157 independent living units
- To date, 165 units are pre-sold
- Projected pre-sales at date of permanent financing: 190-200 units

Mirabella South Project

Future Schedule

- Site/excavation/foundation permit approvals expected in mid-February
- Site work to commence in April
- Building permit approvals anticipated by June
- Permanent Financing needed in early June

Not-for-Profit Multi-site Senior Living Organizations Ranked by Number of Facilities

<u>Rank</u>	<u>System Name</u>	<u>State</u>	<u>Facilities</u>	<u>Units</u>
1.	National Church Residences	OH	167	10,403
2.	Volunteers of America	VA	118	7,505
3.	Retirement Housing Foundation	CA	103	8,971
4.	United Church Homes	OH	47	2,110
5.	Elderly Housing Development & Operations Corp.	FL	26	2,532
6.	Pacific Retirement Services, Inc.*	OR	25	1,143

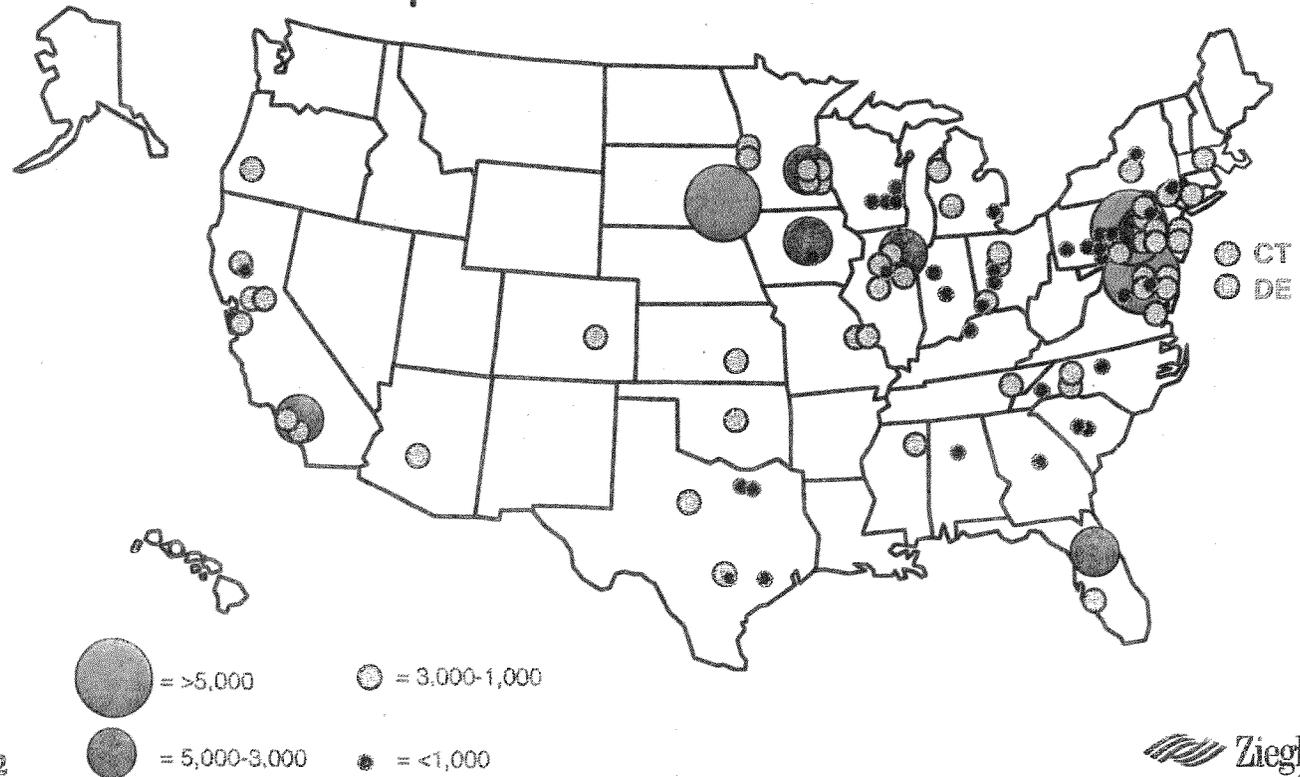
*Includes 2 facilities opening in 2006

Source: American Association of Homes & Services to the Aging and Ziegler Capital Markets Group.

AAHSA Ziegler 100

Largest Not-for-profit Multi-site Senior Living Organizations

Headquarters' Locations & Unit Sizes



AAHSA Ziegler 100

Largest Not-for-profit Multi-site Senior Living Organizations
Ranked by Total Government-Subsidized Units

The Nation's Largest Not-for-profit Providers of Government-subsidized (Affordable) Housing

RANKED BY TOTAL GOVERNMENT SUBSIDIZED UNITS

Rank	System Name	State	Units	Facilities
1	National Church Residences	OH	10,403	167
2	Retirement Housing Foundation	CA	8,971	103
3	Volunteers of America	VA	7,505	116
4	Christopher Homes	LA	4,466	21
5	Elderly Housing Development and Operations Corporation	FL	2,532	26
6	Christian Church Homes of Northern California	CA	2,268	22
7	United Church Homes	OH	2,110	47
8	SPM	FL	2,042	22
9	Community Housing Management Services	CA	1,616	13
10	Lifelink Corporation	IL	1,556	20
11	American Baptist Homes of the West	CA	1,538	18
12	Presbyterian Homes and Services of New Jersey	NJ	1,480	14
13	Southern California Presbyterian Homes	CA	1,451	20
14	Wesley Senior Ministries	TN	1,405	17
15	Westminster Retirement Communities	FL	1,349	6
16	PresbyHomes & Services	PA	1,308	16
17	New Samaritan Corporation	CT	1,176	23
18	Union Labor Retirement Association	OR	1,169	6
19	Satellite Housing	CA	1,084	14
20	Evangelical Lutheran Good Samaritan Society	SD	1,049	21
21	Wesley Woods, Inc.	GA	981	3
22	Pacific Retirement Services, Inc.	OR	968	23
23	LSC Service Corporation	OH	951	5
24	CARING Housing Ministries	CA	926	8
25	Presbyterian Homes and Housing Foundation of Florida	FL	867	6

* The count of facilities only includes free standing government subsidized facilities.
Facilities/campuses that contain other types of housing were not included in the count.

Mirabella South Waterfront









TRANSMED



SHIBA



LUNCH BUDDIES

Pacific Retirement Services, Inc.



Social Accountability

How Pacific Retirement Services is doing its part!

Corporate Social Accountability

Fiscal 2006-07 Annual Report

Pacific Retirement Services provides leadership for its subsidiary organizations and creates and enhances lifestyle opportunities for seniors.

FGP RSV P

COMMUNITY HOUSING BY PACIFIC RETIREMENT SERVICES

In keeping with the Mission of Community Housing, this report summarizes the many activities and programs that serve seniors both on and off PRS community campuses.

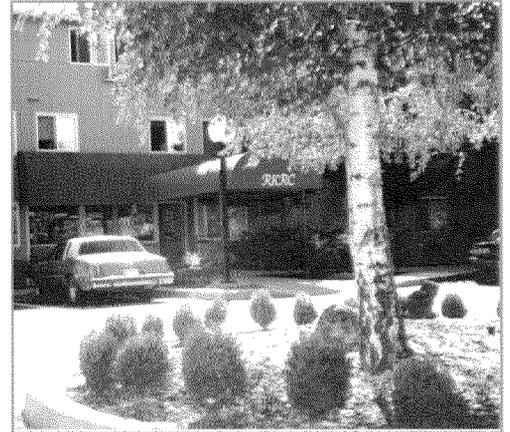
MISSION

"To provide cost-effective, quality housing with programs to meet the physical, medical, and social needs for the elderly and families. To maintain a positive environment for personal growth and fulfillment for low-income seniors and families, and strive continuously to meet the challenge of fostering a comprehensive community lifestyle that recognizes an individual's need for dignity and self-esteem."

A BRIEF DESCRIPTION OF THE PROGRAM

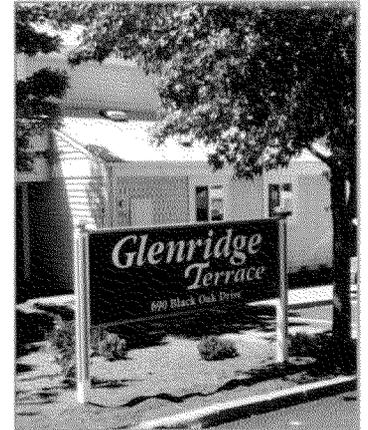
Community Housing was formed to ensure that seniors and families, regardless of their economic situation, have an opportunity to enjoy a comfortable, secure living environment. This program allows residents to live in affordable apartment homes that truly meet their individual needs.

In 1986, working through the federal government's US Department of Housing and Urban Development (HUD) Section 202 Program, Community Housing opened its first affordable senior housing facility, Ross Knotts Retirement Center. Including Ross Knotts, Community Housing currently operates 24 subsidized facilities throughout Oregon, California, and Texas, and additional facilities are in development or under construction. Community Housing is now one of the leading providers of senior affordable housing in Oregon and in the nation.



Ross Knotts Retirement Center

Community Housing by PRS also manages Glenridge Terrace, a multifamily affordable housing apartment complex in Medford, Oregon. This HUD-sponsored facility has income requirements but no age requirements. There are seniors living at Glenridge, some of whom live with their families. Glenridge Terrace also houses a Computer Learning Center (CLC), which won the 1999 "Community Service to Youth at Risk Award," presented by the American Association of Homes and Services for the Aging (AAHSA). Several senior volunteers from the Foster Grandparent Program work in the CLC, helping children with their schoolwork.



Glenridge Terrace

OUR COMMUNITIES

- Central Point Retirement Community
- Columbia Terrace Retirement Community
- Donald E. Lewis Retirement Center
- Fairview Retirement Community
- Foothill Retirement Center I & II
- Glenridge Terrace Apartments (multifamily housing)
- Kingsley Court Retirement Center
- Klamath View Retirement Center
- Larson Creek Retirement Center
- Magnolia Heights Retirement Community
- Meadow Creek Retirement Community
- Oak Grove Retirement Center
- Pilot Butte Retirement Center I & II
- Plaza Retirement Community
- Quail Ridge Retirement Community
- Ross Knotts Retirement Center
- Royal Loto Apartments
- Shasta Point Retirement Community
- Sierra Vista Retirement Center
- Silverstone Retirement Community
- Timber Ridge Retirement Center
- Valley View Retirement Center
- Woodland Heights Retirement Community

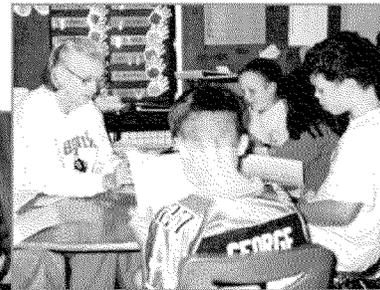


Central Point Retirement Community

COMMUNITY SERVICES

Rogue Valley Manor Community Services is a nonprofit organization that sponsors two community outreach programs, Foster Grandparent Program (FGP) and Retired and Senior Volunteer Program (RSVP). RSVP and FGP are federally funded and receive matching local funding. Both organizations are sponsored by Pacific Retirement Services and are member agencies of the United Way of Jackson County. FGP is also a member of the United Way of the Klamath Basin.

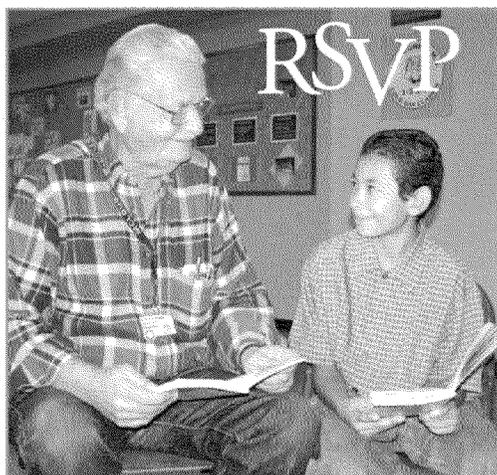
Foster Grandparent program



MEMBER AGENCY
United Way
Of Jackson County

RETIRED AND SENIOR VOLUNTEER PROGRAM

RSVP provides a variety of opportunities for seniors and the retired, age 55 and above, to participate fully in the life of their community through significant volunteer service. RSVP is a national program that is partially funded by the federal government through the Corporation for National and Community Service. New RSVP offices are required to be sponsored by a nonprofit entity; the Rogue Valley Manor assumed sponsorship of the local program in 1986.



RSVP currently has more than 1,092 registered senior volunteers who provide volunteer service at 98 non-profit organizations or programs throughout Jackson County. Approximately 900 of these volunteers are active in each calendar quarter, contributing 159,394 volunteer service hours this past fiscal year. Using the federal government's monetary value of \$18.77 per hour, this figure equates to \$2,991,825 in service to others. RSVP volunteers are offered mileage reimbursement and supplemental insurance for the time they volunteer.

RSVP volunteer opportunities are available in the service programs that RSVP oversees. These include:

- **Call-A-Ride** This program uses volunteer drivers to transport the elderly or disabled to medically related appointments when they have no other means of transportation.
- **Respite** volunteers provide relief on a weekly basis to the primary caregivers of the elderly infirm. As one recipient-turned-volunteer explains, this much-needed service gives caregivers "a time to breathe."
- **The Rogue Valley International Airport Information Booth** This booth, located in the center of the Airport, is manned entirely by RSVP volunteers. The booth is open 64 hours weekly.
- **SHIBA** This is the acronym for Senior Health Insurance Benefits Assistance. Volunteers are trained to assist individuals in all aspects of the Medicare system, from choosing the best supplemental policy, to solving billing difficulties that might arise.
- **CARE** The Caring Assistance with Resourceful Experience program trains volunteers to visit and assist Family Child Care Providers in developing a safe and nurturing environment for children, and they offer technical assistance to help Providers achieve locally determined quality standards.
- **TransMed** provides transportation to Medicaid clients, primarily children.
- **Lunch Buddies** is a mentoring program that pairs volunteers with Elementary school children, and is presently expanding to work with Middle and High School children.

RSVP is a unique program in the community, offering benefits that are two-fold. It provides needed support for existing services in the community, and at the same time, senior volunteers enjoy an active life that makes a difference to their community. The resources they bring to all of us are invaluable.

VOLUNTEER STATIONS FOR RSVP

RSVP reported 159,394 hours worth of volunteer time at these various stations:

- AARP
- ACCESS (helping the low-income through economic crisis)
- American Cancer Society - Discovery Shop
- American Red Cross
- Art in Bloom
- Ashland Chamber of Commerce
- Ashland Meals on Wheels
- Britt Festivals Office
- Cancer Awareness Project
- Center for Nonprofit Legal Services
- Children's Advocacy Center
- City of Medford Parks & Recreation
- City of Shady Cove
- Community Business Ed Center
- Community Health Center
- Community Service Volunteer Program
- Community Works
- Consumer Credit Counseling Service
- Court Appointed Special Advocates (CASA) - Jackson County
- Craterian Ginger Rogers Theater
- Dogs for the Deaf
- Friends of the Animal Shelter
- Friends of the Medford Library
- Habitat for Humanity
- Help Now! Advocacy Center
- Interfaith Care Community
- Jackson County Courthouse Information Booth
- Jackson County Health Department
- Jackson County Juvenile Department
- Jackson County Library
- Jackson County Sheriff's Department
- Jackson County Veteran's Service
- Jacksonville Collectibles and Thrift Shop
- Kids Unlimited
- Lifeliners - Three Rivers Community Hospital
- Lifespan Respite Network of Jackson County
- Lions Sight and Hearing Center
- Literacy Council of Jackson City
- Material Girls Quilt Guild
- Medford Jazz Jubilee
- Medford Police Department
- Medford School District 549C
- Medford Senior Center
- Medford Visitor Information Center
- Mediation Works - A Community Dispute Resolution Center
- Muscular Dystrophy Association
- National Alliance for the Mentally Ill (NAMI-SO)
- Office of the Long-Term Care Ombudsman
- OnTrack, Inc.
- Oregon Commission for the Blind
- Oregon Shakespeare Festival
- Oregon Stage Works
- Phoenix-Talent School District #4
- Providence Medford Medical Center - Providence Guild
- Rogue Community College
- Rogue Drifters
- Rogue Gallery and Art Center
- Rogue Valley Council of Governments
- Rogue Valley Council of Governments - Food and Friends
- Rogue Valley Genealogy Society
- Rogue Valley International Airport - Medford
- Rogue Valley Manor
- Rogue Valley Medical Center (RVMC) - Hospice
- Rogue Valley Medical Center Auxiliary
- RSVP - Call-A-Ride
- RSVP - Call-A-Ride - Dispatching
- RSVP - Caring Assistance with Resourceful Experience
- RSVP - Friendly Visitor
- RSVP - Friends of RSVP
- RSVP - Lunch Buddy Program
- RSVP - Respite Program
- RSVP - TransMed
- RVMCS Advisory Council
- Salvation Army
- Sams Valley Elementary
- Senior ACES
- Shady Cove School
- Southern Oregon Historical Society
- Southern Oregon Humane Society
- Southern Oregon Public Television
- St. Vincent de Paul
- Start Making a Reader Today (SMART)
- Statewide Health Insurance Benefits Advisors (SHIBA)
- Teen Parent Advisory Committee
- That's It Therapy Dogs
- The Arc of Jackson County
- United Way
- Upper Rogue Community Center
- Veterans Affairs Southern OR Rehabilitation Center and Clinics
- Winema Girl Scout Council



Call-A-Ride

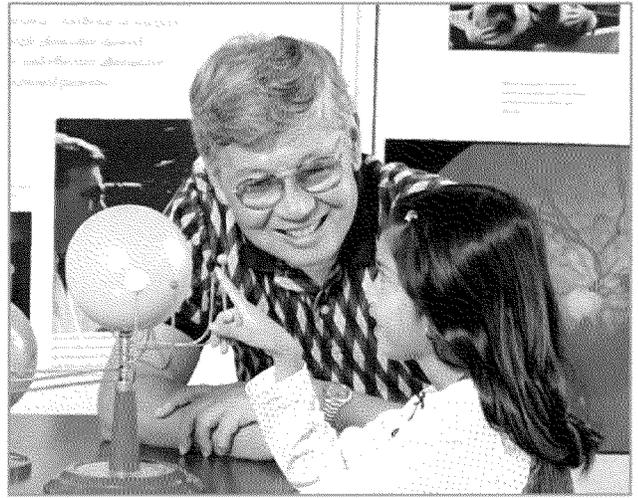
FOSTER GRANDPARENT PROGRAM OF SOUTHERN OREGON

The Foster Grandparent Program of Southern Oregon was founded in 1975. It is part of the federal agency, Corporation for National and Community Service, and is sponsored locally by Rogue Valley Manor. Foster Grandparents spent 89,921 hours working with children throughout Southern Oregon during 2005-2006. Currently, 125 seniors from Jackson, Josephine, and Klamath Counties are enrolled in the program, with placements at 15 day care sites, 10 Head Start Centers, 56 schools, 3 after-school programs, and 4 special placements.

An example of a special placement is the Klamath County Juvenile Detention Facility. One Foster Grandparent helps to implement individual lesson plans for troubled youth during the young person's stay at the facility. The role of the Foster Grandparent is to offer nonjudgmental ongoing support and assistance to a youth who may have little support from family members. The love and attention provided by these seniors in this format certainly aids the reform of delinquent youth.

The Foster Grandparent Program's dual focus is:

1. Senior volunteers age 60 or better provide one-on-one assistance to children with special needs and children-at-risk age 21 and under.
2. Children benefit from the individual assistance and learn to bond with an adult who brings a lifetime of experience and love to the relationship.



FOSTER GRANDPARENT STATIONS

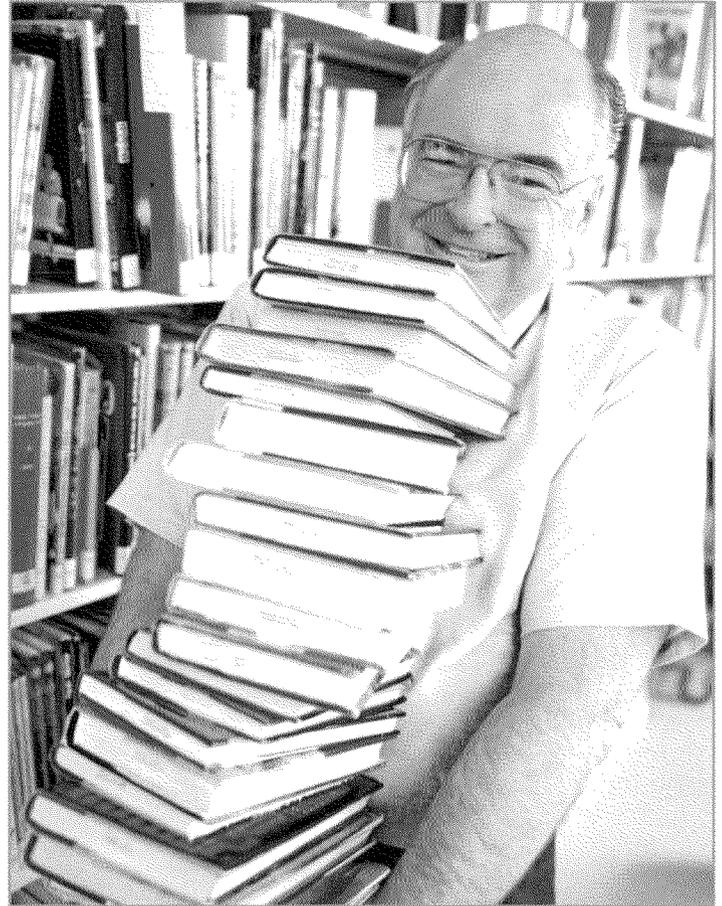
- Abraham Lincoln Elementary
- Allendale Elementary
- Applegate Elementary
- Ashland Family YMCA
- Ashland Head Start
- Ashland High School
- Ashland Middle School
- Bellview Elementary
- Boy Scouts of America
- Boys and Girls club
- Bright Beginnings Day Care
- Butte Falls Elementary
- Butte Valley Elementary
- Central Point Elementary
- Central Point Head Start
- Central Point Parks & Recreation
- Chiloquin Elementary
- Coalition for Kids
- College Heights Baptist Church
- Conger Elementary
- Eagle Point Head Start
- Eagle Point High School
- Eagle Point Parks & Recreation
- Eagle Rock Elementary
- Early Childhood Intervention
- Early Head Start
- Evergreen Elementary
- Fairview Elementary
- Ferguson Elementary
- Fort Vannoy Elementary
- Gloria Dei Lutheran Church
- Grants Pass High School
- Griffin Creek Elementary
- Head Start of Southern Oregon
- Illinois Valley Head Start
- Integral Youth
- Jackson County
- Jackson Elementary
- Jacksonville Elementary
- Jefferson Elementary
- Jerome Prairie School
- Juvenile Detention
- Kennedy Elementary
- Keno Elementary
- Kids Imagination Discovery Space
- Kids Unlimited
- Klamath Adult
- Klamath Family Head Start
- Klamath Union High School
- Klamath Youth
- Library School
- Lincoln Elementary School
- Lithia Springs Girls House
- Lithia Springs School
- Little Butte School
- Lone Pine Elementary
- Lorna Byrne Middle School
- Madrona Elementary
- Mae Richardson Elementary
- Manzanita School
- Mazama High School
- McLaughlin Middle School
- Medford Opportunity High School
- Merriman Head Start
- Mills Elementary
- Mountain View Elementary
- North Medford High
- Oak Grove Elementary
- OnTrack Home Program
- Orchard Hill Elementary
- Parkside Elementary
- Patrick Elementary
- Pelican Elementary
- Peterson Elementary
- Phoenix Elementary
- Phoenix Head Start
- Ponderosa Jr. High School
- REACH Program (helping low-income families to reduce energy costs)
- Redwood Elementary
- Redwood Head Start – Rogue Community College
- Riverside Elementary
- Rogue Family Center
- Rogue River Community Center
- Rogue River Elementary
- Rogue River Head Start
- Rogue Valley Christian Church
- Rogue Valley Medical Center
- Rogue Valley Medical Center - Pediatrics
- Roosevelt Elementary
- Ruch Elementary
- Salvation Army
- Sams Valley Elementary
- Sarah Corson Child Care Center
- Shady Cove School
- Shasta Elementary
- Small Steps Child Care
- South Medford Head Start
- South Medford High School
- St. Anne's Catholic School
- St. John Lutheran Church
- Talent Elementary
- Talent Middle School
- The Triad School
- Upper Rogue Community Center
- Walker Elementary



Cascade
M A N O R

CASCADE MANOR RESIDENTS, BOARD MEMBERS, AND STAFF VOLUNTEERED THEIR TIME TO BENEFIT THE FOLLOWING ORGANIZATIONS:

- American Cancer Society
- ARC
- Big Brothers Big Sisters Board
- Board Member – other
- Brethren Community Services
- Cascade Hospice
- Community Alliance of Lane County (CALC)
- Eugene Airport Rotary
- Eugene Public Library
- Eugene Symphony
- Fair Share State
- Food for Lane County (FFLC)
- Gable Mission
- Goodwill
- Habitat for Humanity
- HIV Alliance
- Homebound Elderly
- Junior League
- Lane Workforce Partnership
- Lane Community College Foundation
- Looking Glass
- Metropolitan Affordable Housing Corp.
- Oregon Bach Festival
- Osher Lifelong Learning Institute (OLLI)
- OSHER LIR
- Portland Art Museum
- Relay for Life
- Rotary Club
- Sacred Heart
- Share Care
- Singing at Nursing Homes
- University of Oregon
- Veterans of Foreign Wars (VFW)
- Volunteers in Medicine



Cascade Manor's Foundation consists of:

- Residents Assistance Fund
- Health Care Center Fund
- Employee Scholarship Fund
- Community Outreach Fund
- Art Fund
- Resident Benefit Fund
- Oral History Fund
- Virginia Busch Memorial Scholarship Fund

The foundation raised a total of \$757,898 in this last fiscal year.



Holladay Park Plaza

IN THE LLOYD DISTRICT

HOLLADAY PARK PLAZA RESIDENTS, BOARD MEMBERS, AND STAFF

VOLUNTEERED THEIR TIME TO BENEFIT THE FOLLOWING ORGANIZATIONS:

- AARP Fifty-Five Alive Safe Driving Tips
- Alameda Elementary School
- American Cancer Society
- American Heart Association
- American Red Cross
- Benson High School-Nursing Program
- Caregivers & Phone Answering
- Citizens Review Board
(provides assistance for children's services)
- Court Appointed Special Advocates (CASA)
- Da Vinci Middle School
- Doernbecher Children's Hospital
- First Baptist Church
- First Presbyterian Church
- Grace Memorial Episcopal Church
- Grandma's Place Day Care
- Hollywood-Rose City Senior Center
- Inside Out for Homeless Teens
- Laurelhurst Presbyterian Church
- Linfield College School of Nursing
- Madeline Parish Catholic Church
- Memory Walk for the Alzheimer's Association
- Multnomah County Library Association
- New Care Directions Nursing School
- Northeast Food Bank
- Oregon Elderhostel Program
- Oregon Health & Science University Hospital
- Oregon Historical Society
- Portland Community College Foundation
- Portland International Airport Information Desk
- Rose City Presbyterian Church
- Rotary Club
- Samuel S. Johnson Foundation
- Shriners Hospital for Children
- Start Making a Reader Today (SMART)
- Sullivan's Gulch Neighborhood Association
- Summer Camp for Children and Siblings with Cancer
- The Dougy Center (for children dealing with grief)
- The Oregon Alliance of Senior and Health Services
- Westminster Presbyterian Church



The community of Holladay Park Plaza supports the following community services:

- Sullivan's Gulch Meeting Space and Parking
- Annual Wellness Fair
- Community Blood Drive
- Bring Your Child to Work Day
- Hosts Portland Development Commission Meetings
- Hosts Lloyd District Meetings

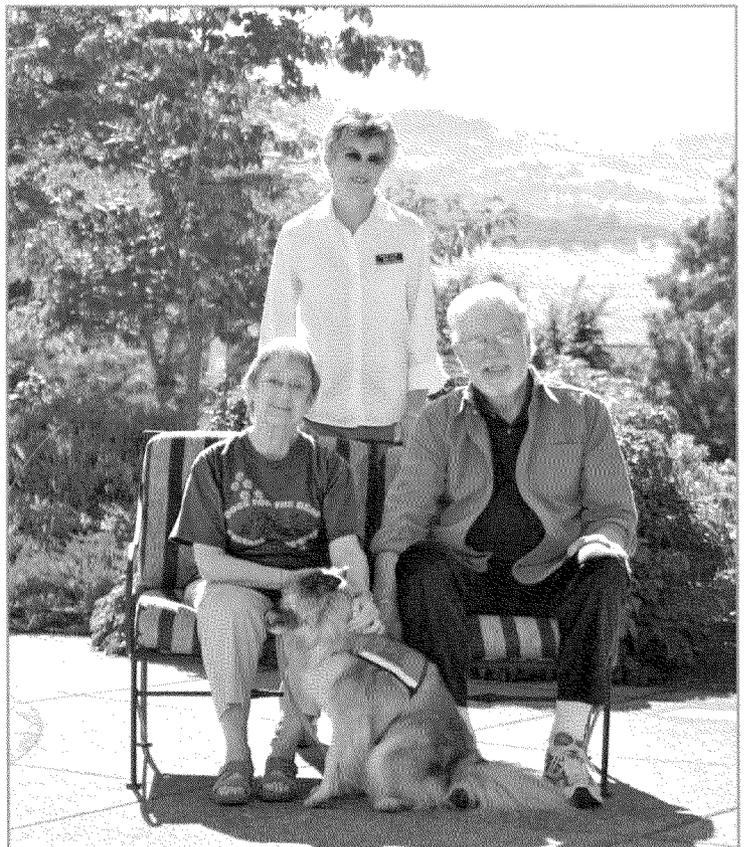
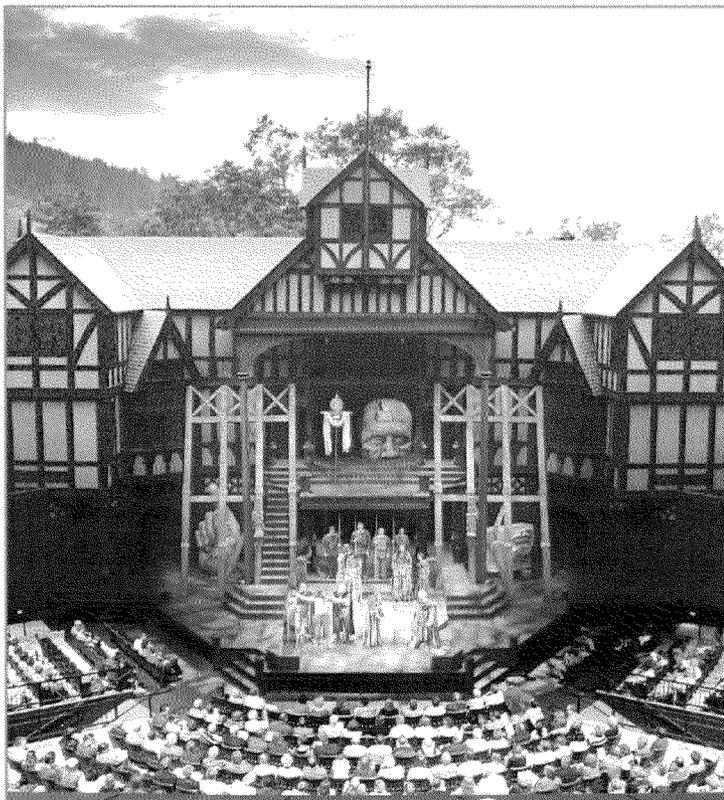
Holladay Park Plaza's Residents Assistance Trust gave \$250,000 in annual resident assistance and more than \$45,000 in scholarships to staff through the Educational Opportunity Awards Program.

Pacific Retirement Services, Inc.



PACIFIC RETIREMENT SERVICES STAFF AND BOARD MEMBERS PARTICIPATED IN THE COMMUNITY BY SERVING IN THE FOLLOWING ORGANIZATIONS AND PROGRAMS:

- ADAPT (substance abuse treatment)
- Advisory Committee
- Applegate Valley Fire Protection District #9
- Ashland Parks Foundation
- Boy Scouts
- Boys & Girls Club
- Center for NonProfit Legal Services
- Church
- College Savings Network
- Deschutes County Fair
- Doernbecher Children's Hospital
- Dogs for the Deaf
- Domestic Violence Foundation
- EIVFC
- Humane Society
- Jackson County Animal Shelter
- Medford Rogue Rotary Foundation
- Mercy Foundation
- Oregon Community Foundation
- Oregon Shakespeare Festival
- Rogue Valley Chorale
- Roseburg Area Chamber
- RSVP - Lunch Buddy Program
- RVM Community Services
- Saint Mary's Endowment Fund
- Southern Oregon University Foundation
- St. Vincent de Paul
- Start Making a Reader Today (SMART)
- The Compassionate Friends (helping families through grief)
- United Way
- Various Schools

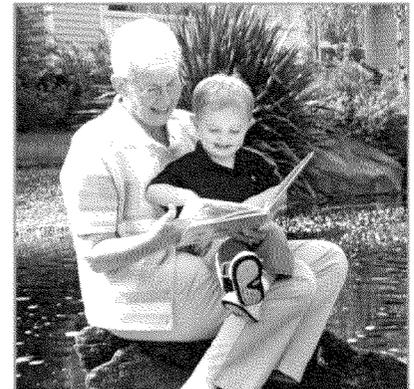




ROGUE VALLEY *Manor*

IN 2006-2007, MORE THAN 200 ROGUE VALLEY MANOR RESIDENTS, BOARD MEMBERS AND STAFF VOLUNTEERED AT THE FOLLOWING ORGANIZATIONS, LOGGING SLIGHTLY LESS THAN 20,000 VOLUNTEER HOURS:

- 4-H
- AARP
- Addictions Recovery Center
- American Cancer Society
- American Red Cross
- Ashland Parks & Recreation
- Boy Scout of America
- Britt Festivals
- Center for NonProfit Legal Services
- Chamber Music Concerts
- Court Appointed Special Advocates (CASA)
- Criterion Ginger Rogers Theater
- Dogs for the Deaf
- Easter Seals
- Foster Grandparent
- Friends of the Medford Library
- Goodwill
- Habitat for Humanity
- Hearts & Vines
- Interfaith Care Community
- Jackson City Courthouse Information Booth
- Jackson County Library
- Jefferson Nature Center
- Kids Spree
- Lifeliners - Three Rivers Community Hospital
- Literacy Council of Jackson County
- Medford School District 549C
- Medford Visitor Information Center
- Medford Visitors & Convention Bureau
- Mediation Works - A Community Dispute Resolution Center
- National Alliance for the Mentally Ill (NAMI-SO)
- Office of the Long-Term Care Ombudsman
- OR Department of Human Services
- Oregon Shakespeare Festival
- Phoenix-Talent School District #4
- Providence Medford Medical Center - Providence Guild
- Rogue Valley International Airport - Medford
- Rogue Valley Manor
- Rogue Valley Medical Center Auxiliary
- RSVP - Advisory
- RSVP - Call-A-Ride
- RSVP - Friends of RSVP
- RSVP - Lunch Buddy Program
- RSVP - Respite Program
- RVMCS Advisory Council
- Salvation Army
- Science Museum
- ScienceWorks Hands-On Museum
- SHIBA
- Southern Oregon Historical Society
- St. Vincent de Paul
- Start Making a Reader Today (SMART)
- United Way
- Various Churches
- Veterans Group
- YMCA
- Youth Council
- Youth Symphony of Southern Oregon

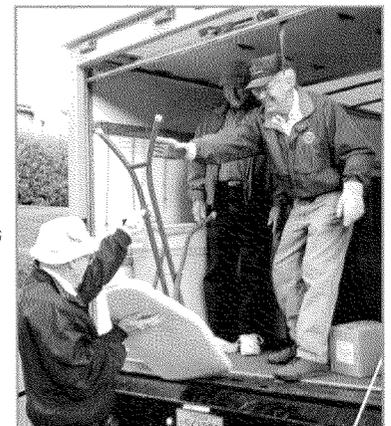


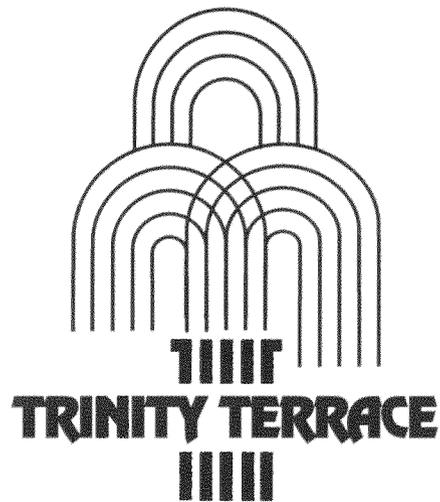
The Rogue Valley Manor Foundation brought in more than \$600,000 to support various programs. Our different fund-raisers consist of, but are not limited to:

- Golf Tournament
- Manor Sale
- Manor Boutique
- Year-End Request
- Event Sponsorship

The fund-raisers assist programs such as:

- Community Services Fund (Affiliate)
- Employee Grant Earnings
- Fairy Godmother Fund
- Foster Grandparent (Affiliate)
- Health Center Fund
- Health Center Operating Fund
- Health Center Transport Fund
- Health Center Transport Fund (Non-Endowed Fund)
- Library Fund
- Middleton Endowment Earnings
- New Vision Fund
- Recreation Fund
- Resident Assistance Fund
- Retired Senior Volunteer Fund (Affiliate)
- Rogue Valley Manor Fund
- Special Care Fund
- Wheelchair Fund

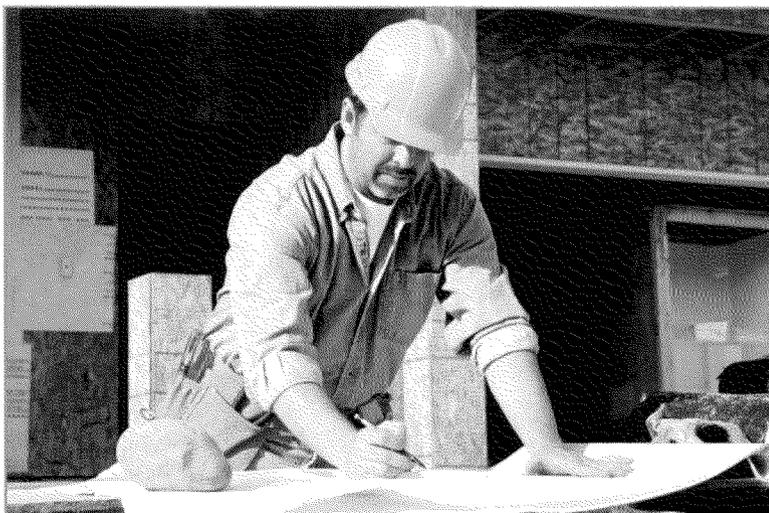


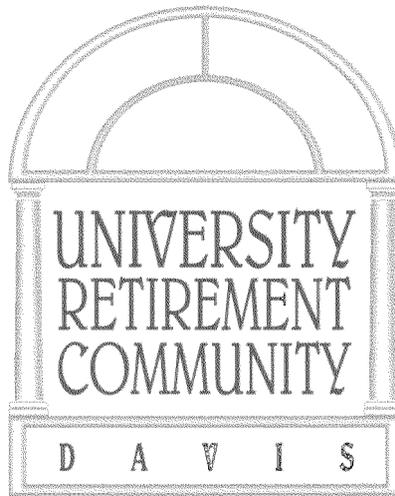


TRINITY TERRACE RESIDENTS AND STAFF VOLUNTEERED THEIR TIME TO BENEFIT THE FOLLOWING ORGANIZATIONS:

- AAOW Book Fair
- All Saints Hospital
- American Red Cross
- Bass Hall
- Botanic Society
- Boy Scouts
- Care Corp
- Church
- Docent - Bass Performing Hall
- Docent - C.R. Smith Aviation Museum
- Fort Worth Convention & Visitors
- Fort Worth Symphony League
- Girl Scouts
- Goodwill
- Habitat for Humanity
- Hydration Cart – 2nd Floor
- Imagination Celebration
- Lions Club
- Meals on Wheels
- Neighbors to Neighbors
- Night Shelter
- Salvation Army
- Senior Citizen Fair
- Senior Citizen Services
- Tarrant County Medical Society
- Tinker's Den
- Trinity Terrace Programs
- Union Gospel Mission
- United Way
- Various Retirement Facilities
- Various Schools
- Whistle Stop

Trinity Terrace has a charitable remainder trust, Stone Street, as well as the following perpetual trusts: Hutt, Moore, Martin, and Harrison. As a community, the employees give annually to the United Way, and the Charity Care Program provides more than \$400,000 in charity care annually.





UNIVERSITY RETIREMENT COMMUNITY RESIDENTS, BOARD MEMBERS AND STAFF VOLUNTEERED THEIR TIME TO BENEFIT THE FOLLOWING ORGANIZATIONS:

- AARP Tax Program
- Adult Day Health Center
- Arts Center & Education
- Boy Scouts of America
- CAAA
- California Dietary Managers Association
- Chamber of Commerce
- Chancellors Club
- Community Care Health Centers
- Davis Bike Club
- Davis Community Clinic
- Davis Community Meals
- Davis Rotary Club
- Elderhostel Service Program
- Friends of Mondavi Center for the Performing Arts
- Global Volunteers
- Goodwill
- Heart Associations
- Hospice
- Hospitals
- Humane Society
- International House
- Kids Unlimited
- Kiwanis Club
- Lions Club
- Literacy Tutor
- Mentally Ill Adults
- National Park Services
- North Elementary
- Osher Lifelong Learning Institute (OLLI)
- Senior Citizen Center
- The Compassionate Friends (helping families through grief)
- Various Churches

The University Retirement Community at Davis Foundation contributions and fund-raising derives from:

- Bazaar Sale Funds
- Candy Sales
- Donations from the Annual Dinner
- Unrestricted Donations

Total income from the above came to \$94,878 last fiscal year, as well as Contributions from the following:

- B. Nelson Transportation Fund
- Scholarship Fund
- Donations to Residents Assistance Fund
- Health Center Equipment Fund



Pacific
Retirement
Services, Inc.



Social Accountability

How Pacific Retirement Services is doing its part!

1200 Mira Mar Ave • Medford, OR 97504

541-857-7777

www.retirement.org





MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 02/21/08
Agenda Item #: R-2
Est. Start Time: 9:45 AM
Date Submitted: 02/07/08

Agenda Title: **RESOLUTION Adopting Amended Rules and Bylaws of The Hospital Facilities Authority of Multnomah County**

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

Requested Meeting Date: February 21, 2008 **Amount of Time Needed:** 10 minutes
Department: County Management **Division:** Finance & Risk Mgmt
Contact(s): Mindy Harris
Phone: 503-988-3786 **Ext** 83786 **I/O Address:** 503/531
Presenter(s): Mindy Harris

General Information

1. What action are you requesting from the Board?

The Department of County Management recommends approval of this resolution of the Hospital Facilities Authority of Multnomah County, Oregon, amending the bylaws of the Authority.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The current language of the bylaws of the Hospital Authority of Multnomah County allow the Authority to charge fees for bonds issued by the Authority. Under the current language, fees are assessed at the rate of one dollar (\$1.00) per thousand dollars (\$1,000) of the principal amount of the bonds, with a minimum of \$10,000 and a maximum of \$50,000. Such fees assessed ultimately become revenue to the General Fund of Multnomah County. The Resolution to amend the bylaws eliminates the maximum fee to be charged.

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

If the Authority approves the issuance of bonds in the future, fees will be assessed at the rate of one dollar per thousand dollars of the principal amount issued, with a minimum of \$10,000. Debt issues and associated issuance fees are one-time in nature and the fees should not be considered ongoing revenues to the Authority or to the County.

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

The Hospital Authority of Multnomah County has the legal authority to issue conduit debt for the purpose of building hospital-type facilities. Responsibility for repayment of debt issued becomes that of the borrower. There is no legal, fiduciary, or regulatory obligation on the part of Multnomah County for repayment of the debt once issued.

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

No citizen or government participation associated with this proposed change to the bylaws.

Required Signature

**Elected Official or
Department/
Agency Director:**

Carol M. Ford

Date: 02/07/08

BEFORE THE HOSPITAL FACILITIES AUTHORITY OF
MULTNOMAH COUNTY, OREGON

RESOLUTION NO. ~~06-08-1~~

Adopting Amended Rules and Bylaws of The Hospital Facilities Authority of Multnomah County

The Board of Directors of The Hospital Facilities Authority of Multnomah County, Oregon finds:

- a. The Hospital Facilities Authority of Multnomah County, Oregon (“Authority”), has been established by Resolution No. 98-197 adopted by the Board of County Commissioners on December 3, 1998.
- b. The Board of Directors of the Authority adopted Rules and Bylaws by its Resolution No. 98-1 on December 3, 1998.
- c. It is necessary to amend the rules and bylaws of the Authority.

The Authority Resolves:

The following Rules and Bylaws are adopted as the Bylaws of the Authority.

(Language ~~stricken~~ is deleted; double underlined language is new.)

**RULES AND BYLAWS OF
THE HOSPITAL FACILITIES AUTHORITY
OF MULTNOMAH COUNTY, OREGON**

**ARTICLE I.
NAME – OFFICE**

Section 1.

Name of Authority. The name of the Authority shall be The Hospital Facilities Authority of Multnomah County, Oregon in accordance with Resolution No. 98-197 of the Board of Commissioners of Multnomah County, Oregon adopted pursuant to ORS 441.525 to 441.595, as amended from time to time (the “Act”).

Section 2.

Office of Authority. The offices of the Authority shall be at such place in Multnomah County, Oregon as the Authority from time to time may designate.

ARTICLE II.

Section 1.

Officers. The Authority shall be managed and controlled by a board of directors composed of the Board of County Commissioners. The Chair of the Board of County Commissioners shall serve as the Chair of the Authority. The Vice Chair of the Board of County Commissioners shall serve as the Vice Chair of the Authority. The Secretary of the Authority shall be elected by a majority vote of the directors present at the meeting at which the election is held.

Section 2.

The Chair. The chair shall preside at all meetings of the Authority. The chair shall sign all contracts, deeds, bonds, notes and other instruments made by the Authority except as otherwise authorized by resolution of the Authority.

Section 3.

The Vice Chair. The vice chair shall perform duties of the chair in the absence or incapacity of the chair and in any case the resignation or death of the chair, the vice chair shall perform such duties as are imposed on the chair until such time as a new Chair of the Board of Commissioners is elected.

Section 4.

Secretary. The secretary shall keep or cause to be kept the minutes and the official records of the Authority, attest signatures of the Authority, certify copies of Authority documents and perform such other duties required of a secretary.

Section 5.

Assistant Secretary. The Chief Financial Officer, Director, Finance Division or designee (herein referred to as the "Director") of Multnomah County, Oregon shall serve as assistant secretary and he or she shall keep the minutes and official records of the Authority and may certify documents and perform other duties delegated by the Secretary. The Assistant Secretary shall be responsible for the fiscal administration of all funds of the Authority, shall act as signer of checks drawn upon the accounts of the Authority and shall be responsible for the fiscal accounts of the Authority.

Section 6.

Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the bylaws or rules and regulations of the Authority.

Section 7.

Vacancies. Should an office become vacant, the vacant office shall be filled consistent with the County's Home Rule Charter.

Section 8.

Additional Personnel. The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the laws of the State of Oregon applicable thereto. The creation and compensation of positions shall be determined by the Authority.

**ARTICLE III.
MEETINGS**

Section 1.

Annual Meetings. The annual meetings of the Authority shall be held not later than the third week in August of each year.

Section 2.

Regular Meetings. Regular meetings may be held with official notice at such time and place as may from time to time be determined by resolution of the Authority. In the event a day of regular meeting shall be a legal holiday, the meeting shall be held on the next succeeding business day.

Section 3.

Special Meetings. Special meetings may be called at the discretion of the Chair. The call for a special meeting of the Authority shall be for the purpose of transacting any business designated in the call. The call for a special meeting shall be delivered or mailed to each directors of the Authority and shall be given at least twenty-four (24) hours prior to the date of such special meeting. Provided, however, the call may be waived by written unanimous consent of all directors of the Authority. Except as provided in the preceding sentence, at such special meeting no business shall be considered other than as designated in the call, but if all of the directors of the Authority are present at a special meeting, any and all business may be transacted at such special meeting upon unanimous consent of all directors of the Authority.

Section 4.

Quorum. A majority of the directors shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. Action may be taken by the Authority upon a vote of a majority of those directors present and voting.

Section 5.

Order of Business. At the regular meeting of the Authority, the following shall be the order of business:

Roll Call
Approval of Minutes
Report of Chair Resolutions
Other Business Adjournment

All adopted resolutions shall be in writing and shall be incorporated into the minutes. Failure to follow the order of business shall not invalidate the issuance of any bonds or other obligations of the Authority.

Section 6.

Manner of Voting. Voting on all matters coming before the Authority shall be by voice, except the presiding officer may request a call of the roll, and if a roll call vote shall be taken the ayes, nays and name of any directors who have disqualified themselves, shall be entered upon the minute book.

Section 7.

Robert's Rules. All rules of order not herein provided for shall be determined in accordance with "Robert's Rules of Order."

**ARTICLE IV.
FEES AND MANNER OF BOND OFFERING**

Section 1.

Fees and Expenses. The Authority shall charge fees for each of its revenue bonds as determined by the board of directors from time to time; provided, however, the initial fee for each borrower shall equal one dollar (\$1.00) per thousand dollars (\$1,000) of the principal amount of the revenue bonds, but not less than \$10,000 ~~nor shall exceed \$50,000~~. In addition, the borrower shall be required to pay the fees and charges of the Authority's bond counsel and special counsel and for any time incurred by Multnomah County's finance or legal staff.

Section 2.

Manner of Bond Offering. Revenue bonds of the Authority shall be sold to the public or privately placed in a manner satisfactory to the Director.

**ARTICLE V.
AMENDMENTS**

Section 1.

Amendments to Bylaws. The bylaws of the Authority shall be amended only with the approval of the directors of the Authority at a duly convened meeting, but no such amendment shall be adopted unless at least five (5) days' written notice thereof has been previously given to all of directors of the Authority. Such notice shall identify the section or sections of the bylaws proposed to be amended. Provided, however, such notice may be waived by written unanimous consent in writing of all directors of the Authority.

Adopted by The Hospital Facilities Authority of Multnomah County, Oregon this ____ day of ~~April, 2006~~ February, 2008.

**THE HOSPITAL FACILITIES AUTHORITY
OF MULTNOMAH COUNTY, OREGON**

By: _____
Chair

ATTEST:

By: _____
Secretary

REVIEWED:
**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By: _____
Agnes Sowle, County Attorney

BEFORE THE HOSPITAL FACILITIES AUTHORITY OF
MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-016

Adopting Amended Rules and Bylaws of The Hospital Facilities Authority of Multnomah County

The Board of Directors of The Hospital Facilities Authority of Multnomah County, Oregon finds:

- a. The Hospital Facilities Authority of Multnomah County, Oregon (“Authority”), has been established by Resolution No. 98-197 adopted by the Board of County Commissioners on December 3, 1998.
- b. The Board of Directors of the Authority adopted Rules and Bylaws by its Resolution No. 98-1 on December 3, 1998.
- c. It is necessary to amend the rules and bylaws of the Authority.

The Authority Resolves:

The following Rules and Bylaws are adopted as the Bylaws of the Authority.

(Language ~~stricken~~ is deleted; double underlined language is new.)

**RULES AND BYLAWS OF
THE HOSPITAL FACILITIES AUTHORITY
OF MULTNOMAH COUNTY, OREGON**

**ARTICLE I.
NAME – OFFICE**

Section 1.

Name of Authority. The name of the Authority shall be The Hospital Facilities Authority of Multnomah County, Oregon in accordance with Resolution No. 98-197 of the Board of Commissioners of Multnomah County, Oregon adopted pursuant to ORS 441.525 to 441.595, as amended from time to time (the “Act”).

Section 2.

Office of Authority. The offices of the Authority shall be at such place in Multnomah County, Oregon as the Authority from time to time may designate.

ARTICLE II.

Section 1.

Officers. The Authority shall be managed and controlled by a board of directors composed of the Board of County Commissioners. The Chair of the Board of County Commissioners shall serve as the Chair of the Authority. The Vice Chair of the Board of County Commissioners shall serve as the Vice Chair of the Authority. The Secretary of the Authority shall be elected by a majority vote of the directors present at the meeting at which the election is held.

Section 2.

The Chair. The chair shall preside at all meetings of the Authority. The chair shall sign all contracts, deeds, bonds, notes and other instruments made by the Authority except as otherwise authorized by resolution of the Authority.

Section 3.

The Vice Chair. The vice chair shall perform duties of the chair in the absence or incapacity of the chair and in any case the resignation or death of the chair, the vice chair shall perform such duties as are imposed on the chair until such time as a new Chair of the Board of Commissioners is elected.

Section 4.

Secretary. The secretary shall keep or cause to be kept the minutes and the official records of the Authority, attest signatures of the Authority, certify copies of Authority documents and perform such other duties required of a secretary.

Section 5.

Assistant Secretary. The Chief Financial Officer, Director, Finance Division or designee (herein referred to as the "Director") of Multnomah County, Oregon shall serve as assistant secretary and he or she shall keep the minutes and official records of the Authority and may certify documents and perform other duties delegated by the Secretary. The Assistant Secretary shall be responsible for the fiscal administration of all funds of the Authority, shall act as signer of checks drawn upon the accounts of the Authority and shall be responsible for the fiscal accounts of the Authority.

Section 6.

Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the bylaws or rules and regulations of the Authority.

Section 7.

Vacancies. Should an office become vacant, the vacant office shall be filled consistent with the County's Home Rule Charter.

Section 8.

Additional Personnel. The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the laws of the State of Oregon applicable thereto. The creation and compensation of positions shall be determined by the Authority.

**ARTICLE III.
MEETINGS**

Section 1.

Annual Meetings. The annual meetings of the Authority shall be held not later than the third week in August of each year.

Section 2.

Regular Meetings. Regular meetings may be held with official notice at such time and place as may from time to time be determined by resolution of the Authority. In the event a day of regular meeting shall be a legal holiday, the meeting shall be held on the next succeeding business day.

Section 3.

Special Meetings. Special meetings may be called at the discretion of the Chair. The call for a special meeting of the Authority shall be for the purpose of transacting any business designated in the call. The call for a special meeting shall be delivered or mailed to each directors of the Authority and shall be given at least twenty-four (24) hours prior to the date of such special meeting. Provided, however, the call may be waived by written unanimous consent of all directors of the Authority. Except as provided in the preceding sentence, at such special meeting no business shall be considered other than as designated in the call, but if all of the directors of the Authority are present at a special meeting, any and all business may be transacted at such special meeting upon unanimous consent of all directors of the Authority.

Section 4.

Quorum. A majority of the directors shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. Action may be taken by the Authority upon a vote of a majority of those directors present and voting.

Section 5.

Order of Business. At the regular meeting of the Authority, the following shall be the order of business:

Roll Call
Approval of Minutes
Report of Chair Resolutions
Other Business Adjournment

All adopted resolutions shall be in writing and shall be incorporated into the minutes. Failure to follow the order of business shall not invalidate the issuance of any bonds or other obligations of the Authority.

Section 6.

Manner of Voting. Voting on all matters coming before the Authority shall be by voice, except the presiding officer may request a call of the roll, and if a roll call vote shall be taken the ayes, nays and name of any directors who have disqualified themselves, shall be entered upon the minute book.

Section 7.

Robert's Rules. All rules of order not herein provided for shall be determined in accordance with "Robert's Rules of Order."

**ARTICLE IV.
FEES AND MANNER OF BOND OFFERING**

Section 1.

Fees and Expenses. The Authority shall charge fees for each of its revenue bonds as determined by the board of directors from time to time; provided, however, the initial fee for each borrower shall equal one dollar (\$1.00) per thousand dollars (\$1,000) of the principal amount of the revenue bonds, but not less than \$10,000. In addition, the borrower shall be required to pay the fees and charges of the Authority's bond counsel and special counsel and for any time incurred by Multnomah County's finance or legal staff.

Section 2.

Manner of Bond Offering. Revenue bonds of the Authority shall be sold to the public or privately placed in a manner satisfactory to the Director.

**ARTICLE V.
AMENDMENTS**

Section 1.

Amendments to Bylaws: The bylaws of the Authority shall be amended only with the approval of the directors of the Authority at a duly convened meeting, but no such amendment shall be adopted unless at least five (5) days' written notice thereof has been previously given to all of directors of the Authority. Such notice shall identify the section or sections of the bylaws proposed to be amended. Provided, however, such notice may be waived by written unanimous consent in writing of all directors of the Authority.

Adopted by The Hospital Facilities Authority of Multnomah County, Oregon this 21st day of February, 2008.



**THE HOSPITAL FACILITIES AUTHORITY
OF MULTNOMAH COUNTY, OREGON**

By: Ted Wheeler
Ted Wheeler, Chair

ATTEST:

By: Mindy Harris
Mindy Harris, Secretary

REVIEWED:

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By: Sandra N. Duffy
Sandra N. Duffy, Assistant County Attorney



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 02/21/08
 Agenda Item #: R-3
 Est. Start Time: 02/07/08
 Date Submitted: _____

RESOLUTION Authorizing the Execution and Delivery of a Second Supplemental Indenture of Trust Relating to an Amendment to The Authority's
Agenda Title: Extendable Rate Adjustable Securitiessm 2006 Series B-2 (Terwilliger Plaza Project)

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

Date Requested: February 21, 2008 **Time Requested:** 5 minutes
Department: Department of County Management **Division:** Finance/Risk Mgmt
Contact(s): Mindy Harris
Phone: (503) 988-3786 **Ext.** 83786 **I/O Address:** 503 / 531
Presenter(s): Mindy Harris

General Information

1. What action are you requesting from the Board?

The Department of County Management recommends approval of this Hospital Facilities Resolution authorizing an amendment to correct the 2006 Bond Indenture for the Terwilliger Plaza bonds.

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

When the legal and financial documents associated with the bond issue were drafted, the bond redemption schedule for the Series 2006 B-2 bonds was erroneously omitted. To correct the omission and bond indenture documents, the attached resolution is required to be approved.

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

No fiscal impact.

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

In order to comply with legal requirements for the authorization of debt issued by the Hospital Authority, the bond indenture must include the bond redemption schedule.

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

No citizen or other government participation necessary.

Required Signatures

**Department/
Agency Director:**

Carol M. Ford

Date: 02/07/08

**BEFORE THE HOSPITAL FACILITIES AUTHORITY OF
MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 08-_____

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL INDENTURE OF TRUST RELATING TO AN AMENDMENT TO THE AUTHORITY'S EXTENDABLE RATE ADJUSTABLE SECURITIESSM 2006 SERIES B-2 (TERWILLIGER PLAZA PROJECT)

The Board of Directors of The Hospital Facilities Authority of Multnomah County, Oregon finds:

- a. On December 20, 2006 the Board of Directors of The Hospital Facilities Authority of Multnomah County, Oregon (the "Authority"), issued its Extendable Rate Adjustable SecuritiesSM 2006 Series B-2 (Terwilliger Plaza Project) (the "2006 Series B-2 Bonds"), pursuant to an Indenture of Trust dated as of March 1, 1999 (the "1999 Indenture") between the Authority and U.S. Bank National Association, as successor to U.S. Bank Trust National Association (the "Trustee"), as supplemented and amended by a First Supplemental Indenture of Trust dated as of December 1, 2006 between the Authority and the Trustee (the "First Supplement" and together with the 1999 Indenture, the "Indenture").
- b. Section 2.8 of the First Supplement inadvertently omitted the mandatory redemption schedule that applies to the 2006 Series B-2 Bonds.
- c. Pursuant to Section 12.1(a) of the 1999 Indenture, the Authority and the Trustee may with an approval of bond counsel but without the consent of, or notice to, any of the bondholders, enter into a supplemental indenture for the purpose of curing any ambiguity, inconsistency or formal defect or omission in the First Supplement.
- d. Bond Counsel has reviewed and approved the proposed amendment described below and shall issue an opinion that such amendment will not adversely affect the tax-exempt status of the 2006 Series B-2 Bonds, as required by the Indenture.

The Board Resolves:

Section 1. Amendment to First Supplement. Pursuant to the Second Supplement (defined below and attached hereto as Exhibit A), the following provision shall be added as a new (e) to Section 2.8 of the First Supplement:

(e) The 2006 Series B-2 Bonds maturing December 1, 2036 shall be subject to mandatory redemption prior to maturity in part at a redemption price of 100% of the principal amount thereof (without premium) plus accrued interest to the date fixed for redemption, on December 1 of the years and in the amounts set forth below:

Maturity Years (December 1)	Principal Amounts
2033	\$ 660,000
2034	990,000
2035	1,040,000
2036*	310,000

* Maturity Date

Section 2. Authorization to Execute and Deliver the Second Supplement. The Authority designates each of the Chair, Vice-Chair and Secretary of the Authority and the Chief Financial Officer of Multnomah County, Oregon, or the Authority's designee as "Authorized Representatives" of the Authority to execute and deliver a Second Supplemental Indenture of Trust (the "Second Supplement") and such other additional documents as may be necessary to carry out the transactions authorized and approved in this Resolution.

Section 3. 1999 Indenture and First Supplement to Remain in Full Force and Effect. All other terms and conditions of the 1999 Indenture and the First Supplement shall remain unchanged and shall be in full force and effect.

ADOPTED and effective this 21st day of February 2008.

**THE HOSPITAL FACILITIES AUTHORITY
OF MULTNOMAH COUNTY, OREGON**

By: _____
Chair

ATTEST:

By: _____
Secretary

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: _____
Agnes Sowle, County Attorney

**BEFORE THE HOSPITAL FACILITIES AUTHORITY OF
MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 08-017

Authorizing the Execution and Delivery of a Second Supplemental Indenture of Trust Relating to an Amendment to the Authority's Extendable Rate Adjustable SecuritiesSM 2006 Series B-2 (Terwilliger Plaza Project)

The Board of Directors of The Hospital Facilities Authority of Multnomah County, Oregon finds:

- a. On December 20, 2006 the Board of Directors of The Hospital Facilities Authority of Multnomah County, Oregon (the "Authority"), issued its Extendable Rate Adjustable SecuritiesSM 2006 Series B-2 (Terwilliger Plaza Project) (the "2006 Series B-2 Bonds"), pursuant to an Indenture of Trust dated as of March 1, 1999 (the "1999 Indenture") between the Authority and U.S. Bank National Association, as successor to U.S. Bank Trust National Association (the "Trustee"), as supplemented and amended by a First Supplemental Indenture of Trust dated as of December 1, 2006 between the Authority and the Trustee (the "First Supplement" and together with the 1999 Indenture, the "Indenture").
- b. Section 2.8 of the First Supplement inadvertently omitted the mandatory redemption schedule that applies to the 2006 Series B-2 Bonds.
- c. Pursuant to Section 12.1(a) of the 1999 Indenture, the Authority and the Trustee may with an approval of bond counsel but without the consent of, or notice to, any of the bondholders, enter into a supplemental indenture for the purpose of curing any ambiguity, inconsistency or formal defect or omission in the First Supplement.
- d. Bond Counsel has reviewed and approved the proposed amendment described below and shall issue an opinion that such amendment will not adversely affect the tax-exempt status of the 2006 Series B-2 Bonds, as required by the Indenture.

The Board Resolves:

Section 1. Amendment to First Supplement. Pursuant to the Second Supplement (defined below and attached hereto as Exhibit A), the following provision shall be added as a new (e) to Section 2.8 of the First Supplement:

(e) The 2006 Series B-2 Bonds maturing December 1, 2036 shall be subject to mandatory redemption prior to maturity in part at a redemption price of 100% of the principal amount thereof (without premium) plus accrued interest to the date fixed for redemption, on December 1 of the years and in the amounts set forth below:

Maturity Years (December 1)	Principal Amounts
2033	\$ 660,000
2034	990,000
2035	1,040,000
2036*	310,000

* Maturity Date

Section 2. Authorization to Execute and Deliver the Second Supplement. The Authority designates each of the Chair, Vice-Chair and Secretary of the Authority and the Chief Financial Officer of Multnomah County, Oregon, or the Authority's designee as "Authorized Representatives" of the Authority to execute and deliver a Second Supplemental Indenture of Trust (the "Second Supplement") and such other additional documents as may be necessary to carry out the transactions authorized and approved in this Resolution.

Section 3. 1999 Indenture and First Supplement to Remain in Full Force and Effect. All other terms and conditions of the 1999 Indenture and the First Supplement shall remain unchanged and shall be in full force and effect.

ADOPTED and effective this 21st day of February 2008.



**THE HOSPITAL FACILITIES AUTHORITY
OF MULTNOMAH COUNTY, OREGON**

By: Ted Wheeler
Ted Wheeler, Chair

ATTEST:

By: Mindy Harris
Mindy Harris, Secretary

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: Sandra N. Duffy
Sandra N. Duffy, Assistant County Attorney



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 02/21/08
Agenda Item #: R-4
Est. Start Time: 10:00 AM
Date Submitted: 01/31/08

Agenda Title: **Multnomah County Boards and Commissions: Metropolitan Exposition Recreation Commission [MERC] Update**

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

Requested Meeting Date: February 21, 2008 **Amount of Time Needed:** 30 Minutes
Department: Non-Departmental **Division:** Chair's Office
Contact(s): Johnell Bell
Phone: 503-988-3928 **Ext.** 83928 **I/O Address:** 503/600
Elisa Dozono, MERC Commissioner; Johnell Bell, Chair's Office; David Woolson,
Presenter(s): CEO MERC.

General Information

1. What action are you requesting from the Board?

No action. This is an update on the activities of MERC by the County's representative.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Metropolitan Exposition Recreation Commission works to promote the livability and economic vitality of the Portland metropolitan area through accountable stewardship, leadership, excellent service, and expert management of the region's landmark public event venues.

MERC is an enterprise-driven public agency charged with managing convention, regional trade, and performing arts venues in an effective, independent, entrepreneurial and accountable manner.

MERC is governed by a Board of Commissioners who are appointed by Metro Council President upon recommendation from local area governments. Board members share a strong commitment to ensuring that the regional facilities it manages serve the public interest. The board composition includes seven members representing City of Portland (two), Metro (two), and one each for Clackamas, Multnomah, and Washington Counties. The Commissioners serve four year terms.

MERC's authority is governed under **Metro Code, Chapter 6.01**

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.

Elisa Dozono, the County's representative on MERC will give a brief update.

Required Signature

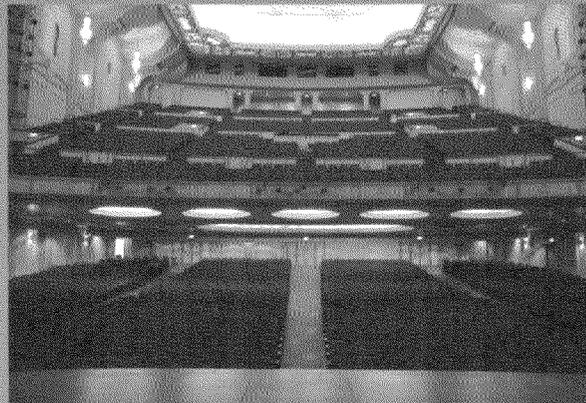
Elected Official or
Department/
Agency Director:



Date: 01/31/08

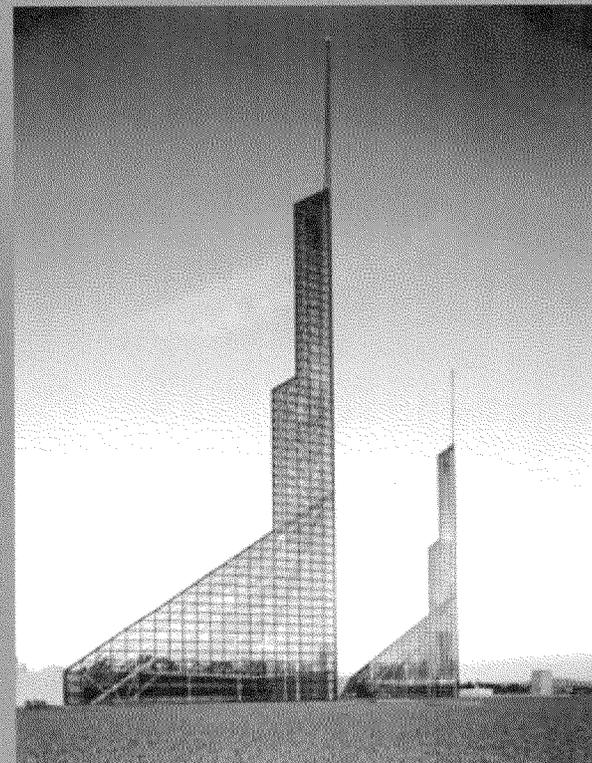
MIERIC

*Metropolitan Exposition
Recreation Commission*



MERC Mission

To enhance the livability and economic vitality of the metropolitan region through sound stewardship, expert management and creative development of the region's public assembly venues.



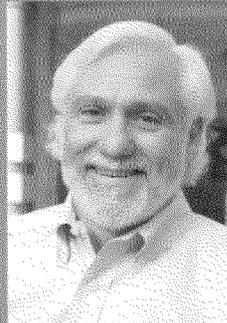
MERC Vision

**To serve as a catalyst and
advocate for community,
culture and economic
development**

Board of Commissioners



Janice Marquis
Chair



Gary Conkling
Vice Chair



Don Trotter
Secretary-Treasurer



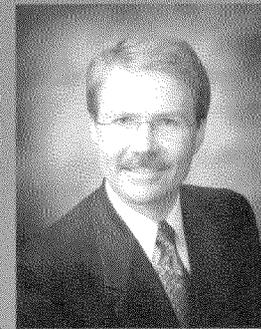
Elisa Dozono



Ray Leary



Yvonne McClain



Gary Reynolds

Overview

- Enterprise business agency
- \$40 million budget
- Host 1,800 events
- Serve 2 million visitors
- Manage 1.5 million sq ft of public event space
- Diverse workforce of 550 employees

Portland Center for the Performing Arts (PCPA) Arts & Culture

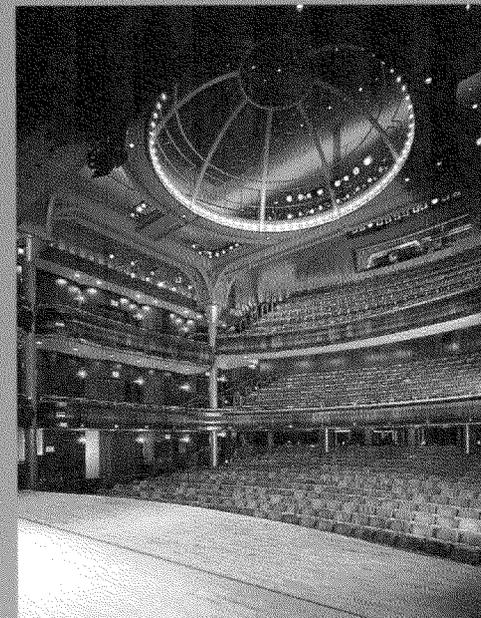
PCPA is a regional cultural center, providing residents and visitors with world-class performing arts and entertainment.



PCPA

World-class performance venues

- Arlene Schnitzer Concert Hall
- Keller Auditorium
- Antoinette Hatfield Hall
 - Winningstad Theatre
 - Newmark Theatre
 - Brunish Hall



PCPA



- Serves 950,000+ visitors
- Hosts 1,000 events and performances
- 23 full-time employees
- 700 member volunteer corps
- 325,254 sq. ft. of performance space
- Resident performance companies
 - Oregon Ballet Theatre
 - Oregon Symphony
 - Portland Opera
 - Oregon Children's Theatre
 - Tears of Joy
 - Portland Arts & Lectures
 - White Bird
 - Portland Young Philharmonic

Oregon Convention Center

Conventions, Tradeshows, Meetings

Oregon's premier convention and meeting facility promotes Portland as a destination for conventions, tradeshows and meetings to people and organizations worldwide



Oregon Convention Center



- The Northwest's largest convention center
- Expansion doubled size to one million sq ft
- LEED-EB certified in 2004
- Hosts 630 events
- 645,000 yearly attendance
- Generated \$373 million in economic impact
 - \$282 million to Multnomah Co.
- Created 4,800 jobs
 - 3,600 jobs in Multnomah Co.

Portland Expo Center

Lifestyle & Public Events

Portland Expo Center is the largest and best consumer show venue on the West Coast



Portland Expo Center

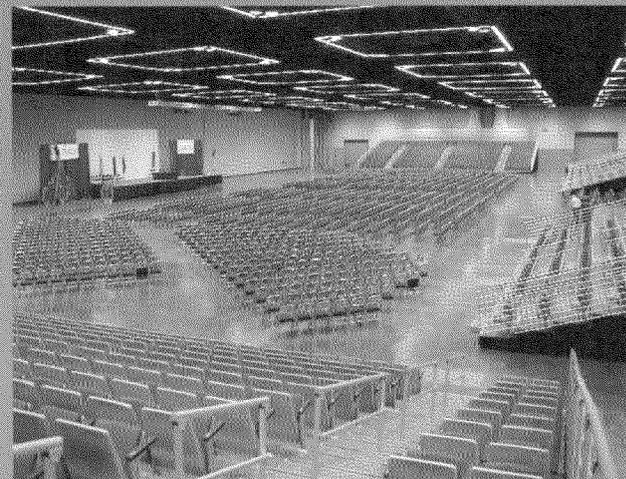


- 100% enterprise operation
- Serves 475,000 visitors
- Hosts 100 events
- Extensive modernization
- TriMet lightrail rail service

Strategic Projects

- Portland Center for the Performing Arts
 - **Arlene Schnitzer Concert Hall Renovation**
- Portland Expo Center
 - **Phase 3**
 - **Columbia River Crossing**
 - **Marine Drive/I-5**
- Oregon Convention Center
 - **Headquarters Hotel Development**

MIERIC





MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 02/21/08
Agenda Item #: R-5
Est. Start Time: 10:30 AM
Date Submitted: 01/29/08

Agenda Title: Briefing on the Urban and Rural Reserves Process

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

Requested Meeting Date: February 21, 2008 **Amount of Time Needed:** 25 minutes
Department: Non-Departmental **Division:** Commissioner Jeff Cogen
Contact(s): Karol Collymore
Phone: 503-988-6786 **Ext.** 86786 **I/O Address:** 503/600
Presenter(s): Chuck Beasley and Karen Schilling, Land Use Transportation Planning

General Information

1. What action are you requesting from the Board?

Informational briefing only.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Urban and Rural Reserves process entails a new regional approach to managing the Metro region urban form. The expected outcome of the Reserves work will be a decision on designation of urban and rural reserves in Multnomah County as part of a process that includes collaboration with Washington and Clackamas Counties, Metro, cities, and others. This Reserves process will provide greater flexibility to decide what areas are best suited for future urbanization, and provide greater predictability for where growth is and is not expected to occur over the next 40 to 50 years. Land outside of the UGB will be studied to decide how to balance land needed to create great urban communities, to protect lands important to the viability of the agricultural and forest economies of the region, and protection of natural features that define the region.

Urban and rural reserves will be decided upon through intergovernmental agreements between each of the counties and Metro. A Regional Reserves Steering Committee, co-led by one elected official from each of the counties and Metro, will oversee the study and designation process and make a recommendation to the county commissions and Metro Council for final approval. The Steering Committee will also include representatives of cities in the region, state agencies, business groups, agricultural interests, land use advocates, natural resources organizations, and social/economic

equity groups.

Each of the three Counties will be responsible for conducting public involvement activities within their jurisdictions. Multnomah County is working with our partner cities within the county to put in place a coordinating committee that can bring citizen input into the process. There will also be public open house events at appropriate decision points or milestones, and other outreach efforts during the approximately 18 month process leading up to designating urban and rural reserves.

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

No impact.

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

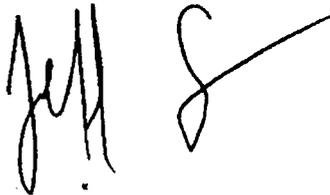
Policy issues include recommendations on what Multnomah County lands will be designated for urban or rural reserves

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

Other government bodies participating in the process are: Metro, Clackamas County, Washington County, and Portland Metro area cities. There will also be a public advisory group and public hearings held during this two year process.

Required Signature

**Elected Official or
Department/
Agency Director:**

A handwritten signature in black ink, appearing to be 'JMS', written over a horizontal line.

Date: 01/29/08

Urban and Rural Reserves

Multnomah County Board Briefing
February 21, 2008

Chuck Beasley, Multnomah County Planning Staff

Urban and rural reserves – a new approach to urban growth decisions

- Intended outcome is regional agreement on where we will and will not grow over the next 40 – 50 years
- Senate Bill 1011 (2007) and implementing rules:
 - Authorize creation of rural reserves
 - Require concurrent development of urban and rural reserves designations in the Metro region
 - Multnomah County, Clackamas County, Metro, and Washington County must agree on urban and rural reserve designations

The need for a new approach:

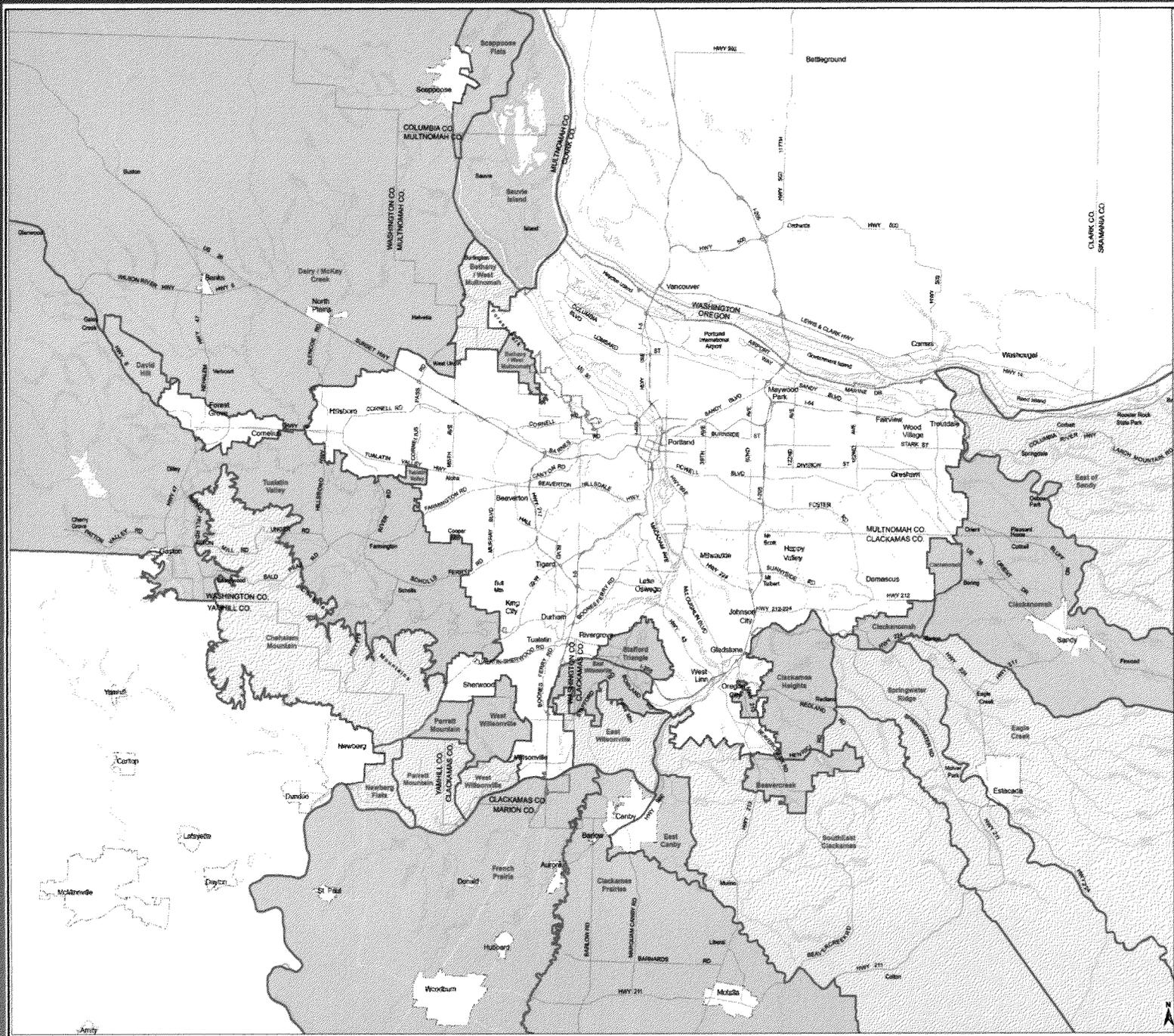
- Region's population projected to grow by one million people by 2030
- The five year cycle for adjusting the urban growth boundary benefits from longer term planning that reserves allows
- Current system can lead to expansion in undesirable areas
- Potential for greater region-wide support for growth management decisions

What urban and rural reserves will accomplish:

- Identifying land needs over the next 40 -50 years will:
 - Increase predictability for where future growth will occur
 - Allow longer-term protection of farm/forest land, and landscape features that define the region
 - Provide a longer time frame to plan for urban services
 - Allow us to look at the long-term shape of the region, including neighboring cities

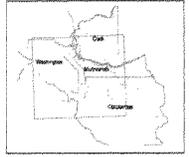
Agriculture Land Inventory and Analysis

- Study Areas
- Foundation
- Important
- Conflicted
- Metro UGB
- Neighboring Cities' UGB
- County Boundaries



As depicted on the map, the data provided is for informational purposes only. The Department of Agriculture does not warrant the accuracy or completeness of the data. The Department of Agriculture is not responsible for any errors or omissions in the data. The Department of Agriculture is not responsible for any damages or losses resulting from the use of the data.

1 inch equals 1.42 miles

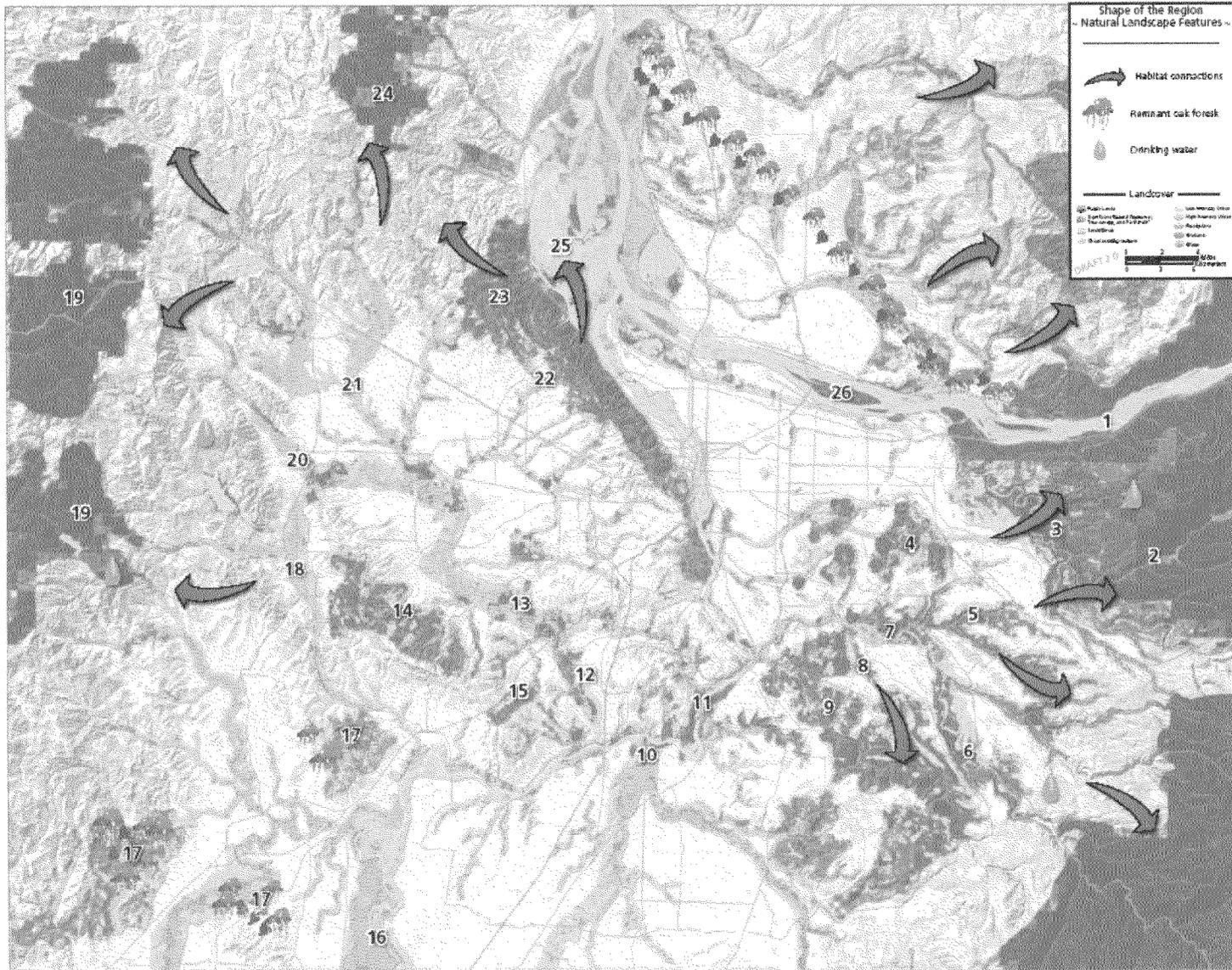


Metroland Planning Center
 801 Hopwood Drive, Suite 100
 Portland, Oregon 97217
 Phone: 503.251.1234
 Fax: 503.251.1235
 E-mail: info@metroland.com

**NATURAL
LANDSCAPE
FEATURES**

Below are the twenty-six identified natural landscape features, listed as one moves in clockwise motion starting at the Columbia River in the east portion of the region.

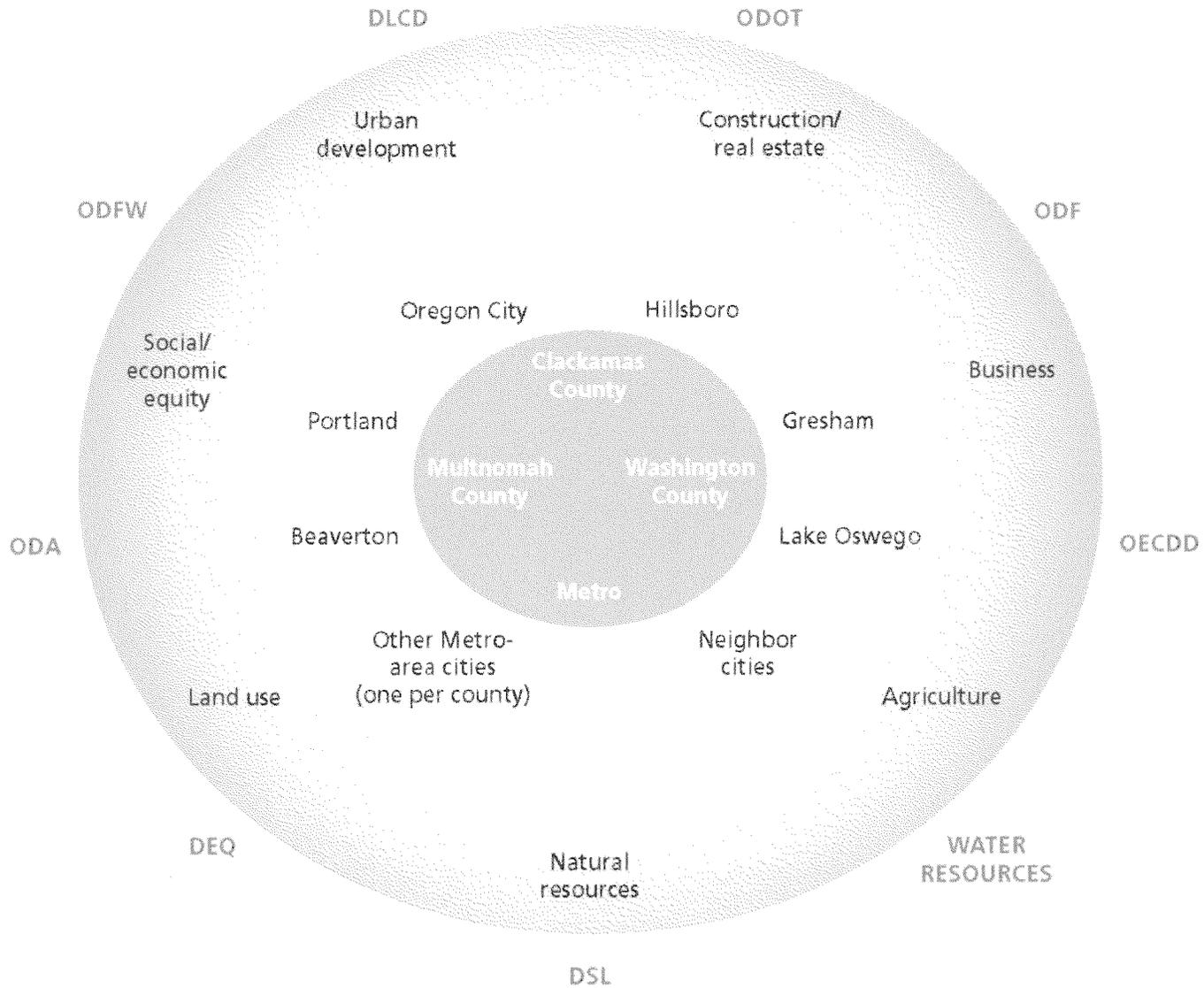
- 1 Columbia River Gorge Scenic Area
- 2 Cascade Foothills
- 3 Sandy River Gorge
- 4 East Buttes
- 5 Deep Creek Canyons
- 6 Clackamas River
- 7 Clackamas River Bluffs and Greenway
- 8 Clear Creek Canyon
- 9 Nowell and Abernethy Creeks
- 10 Lower Pudding River
- 11 Willamette Narrows to Canemah Bluff
- 12 Tongue Geologic Area
- 13 Tualatin River
- 14 Chehalis Mountains
- 15 Parnett Mountain
- 16 Willamette River Floodplain
- 17 Yamhill/McMinnville/Amity Oaks
- 18 Wapato Lake
- 19 Tillamook State Forest
- 20 Lower Gales Creek
- 21 Dairy and Midway Creeks Confluence
- 22 Rock Creek Headwaters
- 23 Forest Park Connections
- 24 Dixie Mountain
- 25 Saurle Island
- 26 Columbia River Islands



Reserves steering committee

- Will study potential reserves and develop recommendations for the counties and Metro
- The three counties and Metro are voting members
 - Jeff Cogen, Multnomah County
 - Martha Schrader, Clackamas County
 - Tom Brian, Washington County
 - Kathryn Harrington, Metro
- Stakeholders include cities, neighboring communities, business, land use advocates, agriculture/natural resource, and state agencies for coordination.

Reserves Steering Committee



Coordinated public involvement plan

- Multnomah County will seek input from its citizens in coordination with Clackamas County, Metro, and Washington County
- Citizens from our rural plan areas and from county cities to be invited to serve on a committee and provide input on reserves
- Committee recommendations will be taken to the Planning Commission and Board
- Public involvement organized by project Milestones

DRAFT

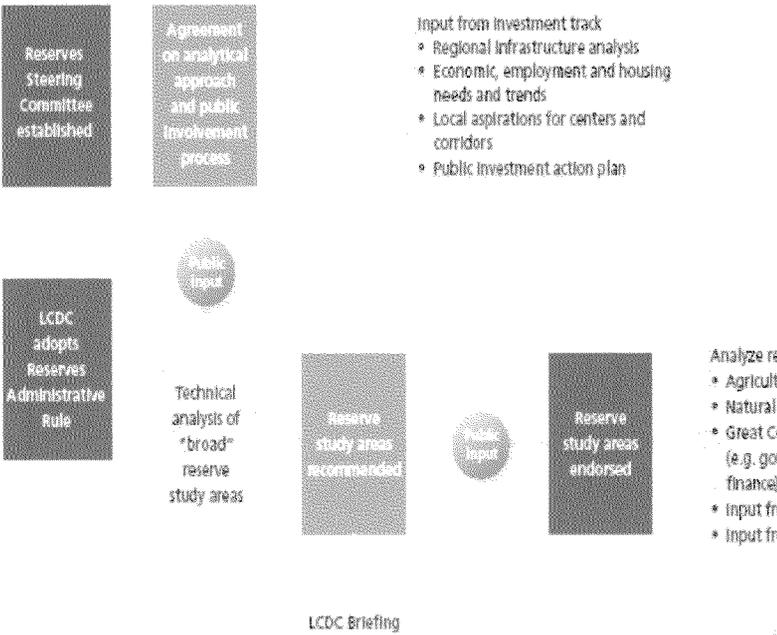
Key Milestones for Designating Urban and Rural Reserves

work in progress

2008

Identifying and analyzing options for urban and rural reserves study areas

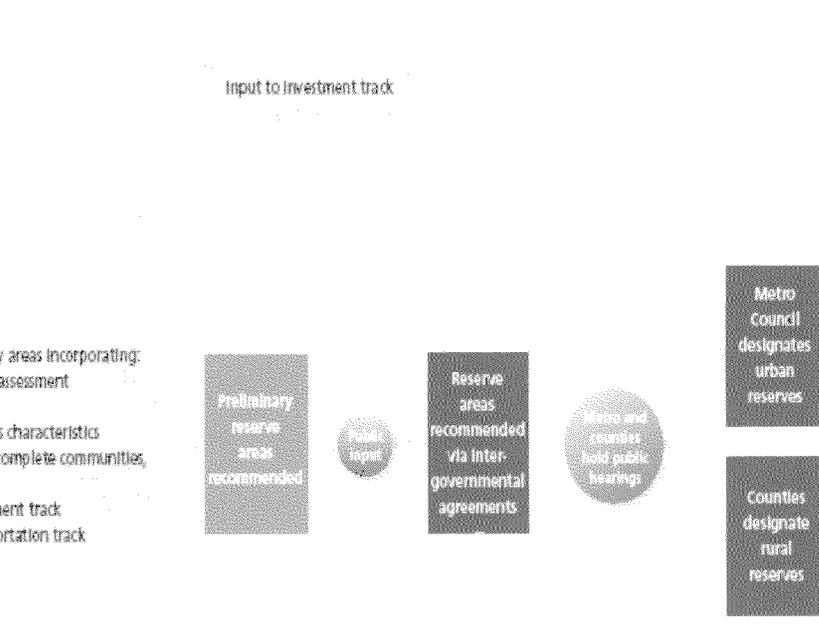
WINTER SPRING SUMMER FALL



2009

Final analysis and decisions on urban and rural reserves

WINTER SPRING SUMMER FALL



2010

Future decisions

FALL



Legend

Milestone/Decision

Preliminary recommendation

Analysis work

Public input

Input from Regional Transportation track
• RTP update

Input to Transportation track





MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 02/21/08
 Agenda Item #: R-6
 Est. Start Time: 10:55 AM
 Date Submitted: 02/05/08

Agenda Title: First Reading and Possible Adoption of a Proposed ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Troutdale's Recent Land Use Code, Plan and Map Revisions in 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: February 21, 2008 **Time Requested:** 2 Minutes
Department: Community Services **Division:** Land Use and Transportation
Contact(s): Karen Schilling, Planning Director
Phone: 503-988-5050 **Ext.** 29635 **I/O Address:** 455116
Presenter(s): Karen Schilling

General Information

1. What action are you requesting from the Board?

Adopt the ordinance as recommended by the Troutdale Citizens Advisory Committee, the Troutdale Planning Commission and Troutdale City Council.

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

In December 19, 2002 the Board adopted Ordinance 1004 adopting, in summary, the Troutdale Comprehensive Plan and zoning ordinance. The County and the City of Troutdale have been engaged in agreements enabling the City of Troutdale 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 Troutdale. Since the adoption of Ordinance 1004, the attached ordinance has 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 Troutdale entered into an Intergovernmental Agreement (IGA) to transfer land use planning responsibilities on July 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).

N/A

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 to the BCC hearing (2/11/08). We request adoption of this ordinance by emergency to coincide as closely as possible with the City of Troutdale adoption date as stated in the IGA. 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 Signature

**Department/
Agency Director:**



Date: 02/05/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending County Land Use Code, Plans and Maps to Adopt Troutdale's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners 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 be in compliance with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Troutdale (City) amended the urban services agreement to include an agreement that the City of Troutdale 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 urban service boundary of Troutdale.
- 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 Troutdale 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 #4600003407) (IGA).
- e. The Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and maps in compliance with Metro's Functional Plan by Ordinance 1085 (11/09/2006).
- f. Since the adoption of Ordinance 1085, the City's Planning Commission recommended the 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 Exhibit 1. 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, guideline and map amendments, attached as Exhibit 1 and effective on the same date as the respective Troutdale ordinance:

Exhibit No.	Ordinance	Effective Date
1	Ordinance Amending Chapters 1,2,6 & 7 of the Troutdale Development Code pertaining to partition definitions, procedures for decision making, conditional use permits, and land division procedures. [Text Amendment No. 38 (City Ord. 791)].	2/22/2008

Section 2. In accordance with ORS 215.427(3), the changes resulting from Sections 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 Troutdale 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 Troutdale Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

ORDINANCE NO. 791

AN ORDINANCE AMENDING CHAPTERS 1, 2, 6, AND 7, OF THE TROUTDALE DEVELOPMENT CODE PERTAINING TO PARTITION DEFINITIONS, PROCEDURES FOR DECISION MAKING, CONDITIONAL USE PERMITS, AND LAND DIVISION PROCEDURES (TEXT AMENDMENT NO. 38)

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. These proposed TDC amendments generally pertain to the following:
 - Definitions Related to Partitions
 - Procedures for Decision Making
 - Conditional Uses
 - Land Division
2. Because of citizen complaints about lack of notice to surrounding property owners when certain development applications were being processed and under review, the Troutdale City Council asked staff to examine our notification procedures and to determine what changes could be made to the Code to assure better notification in the future.
3. The Citizens Advisory Committee reviewed these proposed amendments over the course of four meetings between January and September 2007. The Committee discussed different options for addressing the Council's wishes and ultimately decided that rather than eliminate Type I land use actions, which require no public notification, the best solution would be to make Type I partition plats a Type II land use procedure and that any lot line adjustment involving a lot line that also serves as a zoning boundary be treated as a rezone subject to the Type IV land use procedure.
4. The Planning Commission held a public hearing on the proposal on November 28, 2007 and has recommended that the City Council adopt the proposed amendments
5. Amendments to Chapter 1, Definitions, and to Chapter 7, Land Division, are specifically intended to provide notification to surrounding property owners for certain land use actions that do not now require it.
6. Amendments to Chapter 2, Procedures for Decision Making, are needed housekeeping revisions to bring our land use procedures into conformance with state law and also to clarify the processes for the various types of land use applications.
7. Amendments to Chapter 6 provide greater flexibility in handling revisions to approved conditional uses than is currently allowed under the code.

8. Public need is satisfied because these amendments ensure more opportunities for surrounding property owners to be notified of potential development and to comment on these potential developments; they bring the code up to date with statutory provisions as well as more accurately reflecting the way land use applications are actually handled; and, they provide greater flexibility in granting extensions and modifications to approved conditional uses.

9. The amendments will not adversely affect the health, safety and welfare of the community because increased public notice of proposed partition plats could result in additional information from neighbors about potential impacts on the public health, safety and welfare that in the end could be mitigated to avoid any adverse effects.

10. The amendments do not conflict with any goals or policies from the Troutdale Comprehensive Plan; nor do they cause the TDC to be in noncompliance with the Metro Urban Growth Management Functional Plan.

9. Notice of the public hearings has been provided in accordance with applicable law.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TROUTDALE

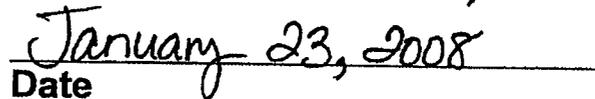
Section 1. The Troutdale Development Code is hereby amended to read as shown in Attachment A.

YEAS: 6

NAYS: 0

ABSTAINED: 0


Paul Thalhofer, Mayor


Date


Sarah Skroch, Deputy City Recorder

Adopted: January 22, 2008

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1110

Amending County Land Use Code, Plans and Maps to Adopt Troutdale's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners 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 be in compliance with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Troutdale (City) amended the urban services agreement to include an agreement that the City of Troutdale 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 urban service boundary of Troutdale.
- 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 Troutdale 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 #4600003407) (IGA).
- e. The Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and maps in compliance with Metro's Functional Plan by Ordinance 1085 (11/09/2006).
- f. Since the adoption of Ordinance 1085, the City's Planning Commission recommended the 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 Exhibit 1. 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, guideline and map amendments, attached as Exhibit 1 and effective on the same date as the respective Troutdale ordinance:

Exhibit No.	Ordinance	Effective Date
1	Ordinance Amending Chapters 1,2,6 & 7 of the Troutdale Development Code pertaining to partition definitions, procedures for decision making, conditional use permits, and land division procedures. [Text Amendment No. 38 (City Ord. 791)].	2/22/2008

Section 2. In accordance with ORS 215.427(3), the changes resulting from Sections 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 Troutdale 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 Troutdale 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: February 21, 2008

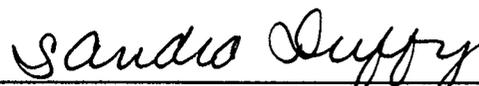


BOARD OF COUNTY COMMISSIONERS,
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, ACTING COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services

EXHIBIT LIST FOR ORDINANCE

- (1) Ordinance Amending Chapters 1,2,6 & 7 of the Troutdale Development Code pertaining to partition definitions, procedures for decision making, conditional use permits, and land division procedures.
[Text Amendment No. 38 (City Ord. 791)].

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. 791

AN ORDINANCE AMENDING CHAPTERS 1, 2, 6, AND 7, OF THE TROUTDALE DEVELOPMENT CODE PERTAINING TO PARTITION DEFINITIONS, PROCEDURES FOR DECISION MAKING, CONDITIONAL USE PERMITS, AND LAND DIVISION PROCEDURES (TEXT AMENDMENT NO. 38)

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. These proposed TDC amendments generally pertain to the following:
 - Definitions Related to Partitions
 - Procedures for Decision Making
 - Conditional Uses
 - Land Division
2. Because of citizen complaints about lack of notice to surrounding property owners when certain development applications were being processed and under review, the Troutdale City Council asked staff to examine our notification procedures and to determine what changes could be made to the Code to assure better notification in the future.
3. The Citizens Advisory Committee reviewed these proposed amendments over the course of four meetings between January and September 2007. The Committee discussed different options for addressing the Council's wishes and ultimately decided that rather than eliminate Type I land use actions, which require no public notification, the best solution would be to make Type I partition plats a Type II land use procedure and that any lot line adjustment involving a lot line that also serves as a zoning boundary be treated as a rezone subject to the Type IV land use procedure.
4. The Planning Commission held a public hearing on the proposal on November 28, 2007 and has recommended that the City Council adopt the proposed amendments
5. Amendments to Chapter 1, Definitions, and to Chapter 7, Land Division, are specifically intended to provide notification to surrounding property owners for certain land use actions that do not now require it.
6. Amendments to Chapter 2, Procedures for Decision Making, are needed housekeeping revisions to bring our land use procedures into conformance with state law and also to clarify the processes for the various types of land use applications.
7. Amendments to Chapter 6 provide greater flexibility in handling revisions to approved conditional uses than is currently allowed under the code.

8. Public need is satisfied because these amendments ensure more opportunities for surrounding property owners to be notified of potential development and to comment on these potential developments; they bring the code up to date with statutory provisions as well as more accurately reflecting the way land use applications are actually handled; and, they provide greater flexibility in granting extensions and modifications to approved conditional uses.

9. The amendments will not adversely affect the health, safety and welfare of the community because increased public notice of proposed partition plats could result in additional information from neighbors about potential impacts on the public health, safety and welfare that in the end could be mitigated to avoid any adverse effects.

10. The amendments do not conflict with any goals or policies from the Troutdale Comprehensive Plan; nor do they cause the TDC to be in noncompliance with the Metro Urban Growth Management Functional Plan.

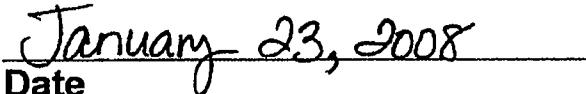
9. Notice of the public hearings has been provided in accordance with applicable law.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The Troutdale Development Code is hereby amended to read as shown in Attachment A.

**YEAS: 6
NAYS: 0
ABSTAINED: 0**


Paul Thalhofer, Mayor


Date


Sarah Skroch, Deputy City Recorder

Adopted: January 22, 2008



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 02/21/08
 Agenda Item #: R-7
 Est. Start Time: 10:56 AM
 Date Submitted: 02/08/08

RESOLUTION Approving a Donation of an Easement to Allow Tri-Met to Attach an Eye Bolt to the Mead Building to Suspend an Overhead Contact Wire for Electricity to the MAX Line, and Authorizing County Chair to Execute Appropriate Documents

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

Requested Meeting Date:	<u>February 21, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>DCM</u>	Division:	<u>F & PM</u>
Contact(s):	<u>Pam Krecklow</u>		
Phone:	<u>503-988-4382</u>	Ext.	<u>84382</u>
		I/O Address:	<u>274</u>
Presenter(s):	<u>Pam Krecklow</u>		

General Information

1. What action are you requesting from the Board?

Approval of a resolution to donate an easement to the exterior of the Mead Building for Tri-Met to install an overhead support for an electrical connection for the new MAX line.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Tri-Met has been creating a light rail line on SW 5th & 6th Avenues in Downtown Portland in order to allow light rail to run within the existing bus mall circulation system. The power for the MAX train system runs through over head wires along the train's path. The electrical wires require a perpendicular connection every 2 to 3 blocks in order to support the overhead electrical line. This support connection is terminated at an eye bolt which is attached to an existing structure.

To accommodate the connection Tri-Met has requested the County donate an easement to the Mead Building for an eye bolt attachment.

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

There are no fiscal impacts for the County in donating the easement. Tri-Met will be responsible for all costs associated with installation of the eye bolt.

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

The Board of County Commissioners is legally required to approve an easement per County code.

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

The eye bolt installation is part of the much larger light rail construction which has been in progress for over a year and a half. Tri-Met has been very active with public participation both in the planning and construction phases of the project and has been through the City's design review process to receive City planning's approval for the eye bolt attachment.

Required Signature

Elected Official or
Department/
Agency Director:

Carol M. Ford

Date: 02/08/08

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving a Donation of an Easement to Allow Tri-Met to Attach an Eye Bolt to the Mead Building to Suspend an Overhead Contact Wire for Electricity to the MAX Line, and Authorizing County Chair to Execute Appropriate Documents

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County owns the Mead Building located at 421 SW 5th Avenue which is located on lots 3 and 4 of block 175 PORTLAND, in the City of Portland.
- b. Tri-Met is currently constructing a new light rail line through Downtown Portland on 5th Avenue which requires power to be provided via overhead wires.
- c. Tri-Met has requested the County donate an easement to permit Tri-Met to attach an eye bolt on the exterior of the building to accommodate one of the lines providing power to the new light rail line.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the donation and easement agreement. The Chair is authorized to execute the Easement Agreement substantially in the form attached to this resolution.

ADOPTED this 21st day of February, 2008.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Assistant County Attorney

SUBMITTED BY:
Carol Ford, Director, Department of County Management

DONATION AGREEMENT

When a public improvement project requires any government agency or its contractor to acquire or enter upon private property, the owner(s) of that property are entitled to just compensation under federal and state law. Federal law is the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.c. 4601 et seq., and state law is Oregon Revised Statutes Section 35.510, as each may be amended from time to time.

The above federal and state laws also allow property owners to donate necessary property rights if they wish. To accomplish a donation, you only need to acknowledge that the agency has informed you of the right to just compensation and that you wish to donate.

If you elect to donate the property rights as described in the attached Easement, subject to the above information, please date and sign this Donation Agreement in the space below.

Date

Signature

Date

Signature

After Recording Return To:
John Baker
TriMet
710 NE Holladay Street
Portland, OR 97232

BUILDING EYEBOLT AND SPAN WIRE ATTACHMENT EASEMENT

Multnomah County, (Owner), Grantor, for good and valuable non-monetary consideration, hereby grants to Tri-County Metropolitan Transportation District of Oregon (TriMet), Grantee, a building eyebolt and span wire attachment easement for the purpose of installing, and thereafter maintaining, one or more catenary wire attachments to the structure described and located as follows:

Building Name: MEAD Building Attachment: BA # 547+86.66W

Building Address: 421 SW 5th Avenue, Portland, OR 97227
Parcel Reference No: INIE34CC4100

Legal Description: See Exhibit "A", which is attached hereto and incorporated herein by this reference.

The location(s) of the attachment(s) and the detail of the installation are to be as shown on Exhibits "B", "C" and "D", which are attached hereto and incorporated herein by this reference.

This easement shall become effective on the date of acceptance by TriMet, and shall bind the parties' heirs, successors, and assigns. This easement shall not be terminated by Owner unless Owner and TriMet first agree on an alternate location suitable for the attachment(s) covered by this easement which location shall be acceptable to Owner in Owner's sole discretion. If TriMet and Owner cannot agree on an alternate location then this easement shall be terminated. If Owner and TriMet agree to an alternate location, Owner agrees that this easement shall be terminated and a new easement shall be recorded, setting forth the new attachment location(s). TriMet shall bear all reasonable costs associated with removal and relocation of the attachment(s) and shall restore the structure so that the condition of the structure and the appearance of the structure are as good as or better than existed before the commencement of the installation, maintenance, repair, replacement or removal of the attachment(s).

The granting of this easement shall not obligate the Owner to maintain a building on the premises or to provide a substitute location for attachment in the event that the building is damaged or destroyed or the owner determines to remodel, remove or replace the building. Owner agrees that in any such event, Owner shall negotiate in good faith to provide TriMet with an alternate location for the attachment(s), subject however to the condition that such alternate location shall be acceptable to Owner in Owner's sole discretion.

TriMet shall have access to the attachment(s) at all times and agrees to make and maintain its attachment(s) in a manner that will not impair or in any way damage the structure. TriMet hereby indemnifies and holds harmless from and against and agrees to defend Owner against any and all claims, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorney fees) arising, claimed, charged or incurred against Owner from any matter or thing arising from the attachment(s) or TriMet's acts or omissions related to installation, maintenance, repair, replacement or removal of the attachment(s) or other act related to the rights granted TriMet under this easement, except as caused by Owner's negligent, reckless or intentional conduct. TriMet shall repair any damage to the structure caused by the installation, testing, maintenance, repair, replacement or

removal of the attachment(s) and shall restore the structure so that the condition of the structure and the appearance of the structure are as good as or better than existed before the commencement of the installation, maintenance, repair, replacement or removal of the attachment(s).

Easement Granted by: Multnomah County

Signature Date

Print Name Title

Signature Date

Print Name Title

STATE OF (_____)

COUNTY OF (_____),

This instrument was acknowledged before me by
on this _____ day of _____, _____.

Notary Public for _____
_____ My commission expires:

ACCEPTED FOR GRANTEE BY:

Neil McFarlane
Executive Director
Date: _____

APPROVED AS TO FORM: _____
TriMet Legal Date

BUILDING EYEBOLT AND SPAN WIRE ATTACHMENT EASEMENT

Exhibit "A"

Property Description

**Lots 3 & 4, Block 175, CITY OF PORTLAND, in the City of Portland,
County of Multnomah and State of Oregon.**

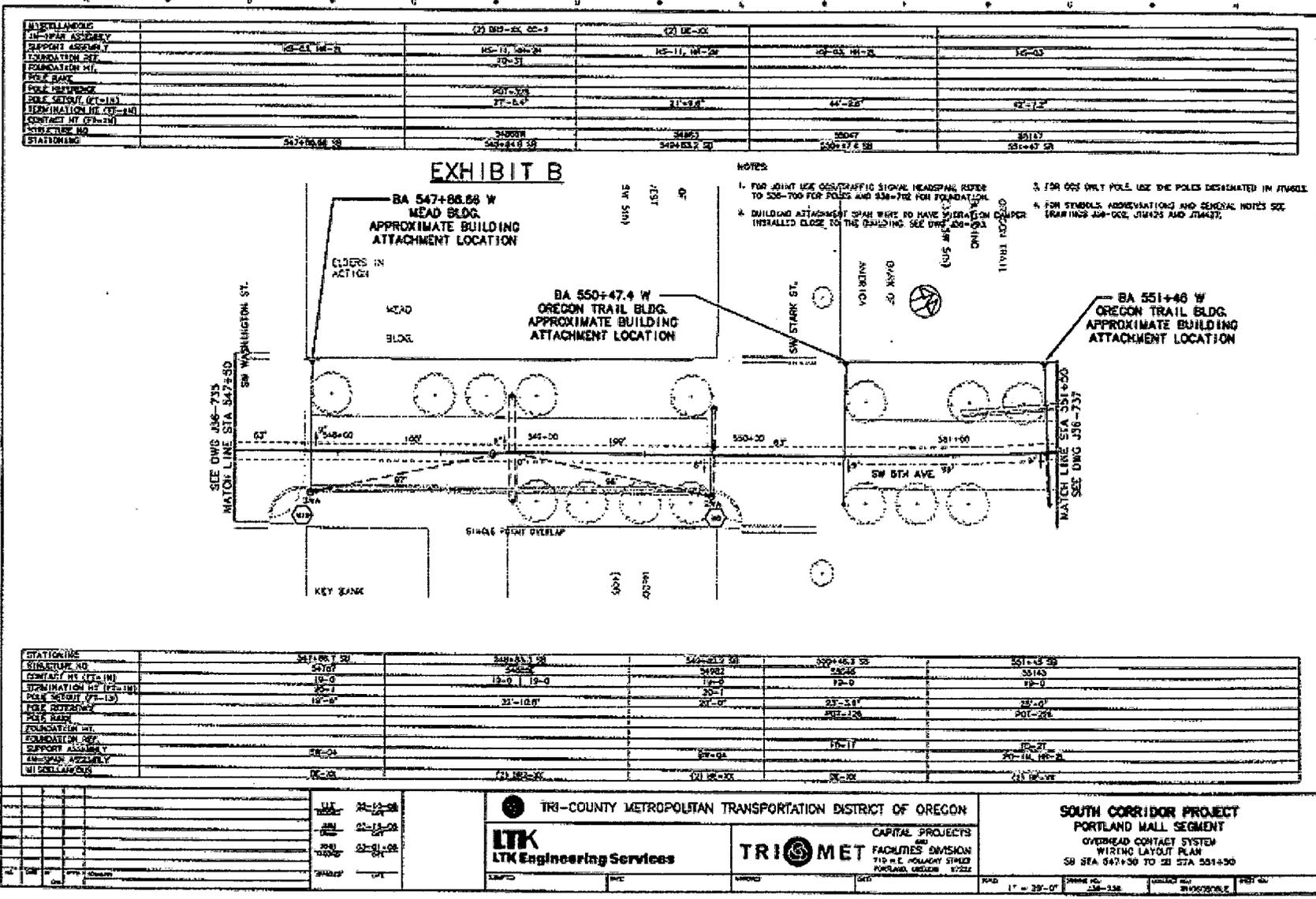


EXHIBIT "D"

Approximate Location



421 SW 5th Avenue
Mead Building
BA 547+ 86.66W
26'-0" Attachment Height (Above Sidewalk)
Near Washington St. Intersection
(West side of street)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-014

Approving a Donation of an Easement to Allow Tri-Met to Attach an Eye Bolt to the Mead Building to Suspend an Overhead Contact Wire for Electricity to the MAX Line, and Authorizing County Chair to Execute Appropriate Documents

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County owns the Mead Building located at 421 SW 5th Avenue which is located on lots 3 and 4 of block 175 PORTLAND, in the City of Portland.
- b. Tri-Met is currently constructing a new light rail line through Downtown Portland on 5th Avenue which requires power to be provided via overhead wires.
- c. Tri-Met has requested the County donate an easement to permit Tri-Met to attach an eye bolt on the exterior of the building to accommodate one of the lines providing power to the new light rail line.

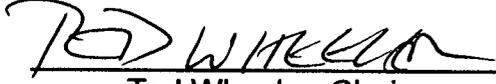
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the donation and easement agreement. The Chair is authorized to execute the Easement Agreement substantially in the form attached to this resolution.

ADOPTED this 21st day of February, 2008.



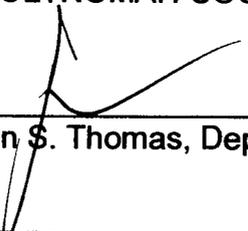
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

John S. Thomas, Deputy County Attorney

SUBMITTED BY:
Carol Ford, Director, Department of County Management

DONATION AGREEMENT

When a public improvement project requires any government agency or its contractor to acquire or enter upon private property, the owner(s) of that property are entitled to just compensation under federal and state law. Federal law is the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.c. 4601 et seq., and state law is Oregon Revised Statutes Section 35.510, as each may be amended from time to time.

The above federal and state laws also allow property owners to donate necessary property rights if they wish. To accomplish a donation, you only need to acknowledge that the agency has informed you of the right to just compensation and that you wish to donate.

If you elect to donate the property rights as described in the attached Easement, subject to the above information, please date and sign this Donation Agreement in the space below.

2-21-08
Date

[Handwritten Signature]
Signature

Date

Signature

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY [Handwritten Signature]
ASSISTANT COUNTY ATTORNEY
DATE 2/21/08



After Recording Return To:
John Baker
TriMet
710 NE Holladay Street
Portland, OR 97232

BUILDING EYEBOLT AND SPAN WIRE ATTACHMENT EASEMENT

Multnomah County, (Owner), Grantor, for good and valuable non-monetary consideration, hereby grants to Tri-County Metropolitan Transportation District of Oregon (TriMet), Grantee, a building eyebolt and span wire attachment easement for the purpose of installing, and thereafter maintaining, one or more catenary wire attachments to the structure described and located as follows:

Building Name: MEAD Building Attachment: BA # 547+86.66W

Building Address: 421 SW 5th Avenue, Portland, OR 97227
Parcel Reference No: INIE34CC4100

Legal Description: See Exhibit "A", which is attached hereto and incorporated herein by this reference.

The location(s) of the attachment(s) and the detail of the installation are to be as shown on Exhibits "B", "C" and "D", which are attached hereto and incorporated herein by this reference.

This easement shall become effective on the date of acceptance by TriMet, and shall bind the parties' heirs, successors, and assigns. This easement shall not be terminated by Owner unless Owner and TriMet first agree on an alternate location suitable for the attachment(s) covered by this easement which location shall be acceptable to Owner in Owner's sole discretion. If TriMet and Owner cannot agree on an alternate location then this easement shall be terminated. If Owner and TriMet agree to an alternate location, Owner agrees that this easement shall be terminated and a new easement shall be recorded, setting forth the new attachment location(s). TriMet shall bear all reasonable costs associated with removal and relocation of the attachment(s) and shall restore the structure so that the condition of the structure and the appearance of the structure are as good as or better than existed before the commencement of the installation, maintenance, repair, replacement or removal of the attachment(s).

The granting of this easement shall not obligate the Owner to maintain a building on the premises or to provide a substitute location for attachment in the event that the building is damaged or destroyed or the owner determines to remodel, remove or replace the building. Owner agrees that in any such event, Owner shall negotiate in good faith to provide TriMet with an alternate location for the attachment(s), subject however to the condition that such alternate location shall be acceptable to Owner in Owner's sole discretion.

TriMet shall have access to the attachment(s) at all times and agrees to make and maintain its attachment(s) in a manner that will not impair or in any way damage the structure. TriMet hereby indemnifies and holds harmless from and against and agrees to defend Owner against any and all claims, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorney fees) arising, claimed, charged or incurred against Owner from any matter or thing arising from the attachment(s) or TriMet's acts or omissions related to installation, maintenance, repair, replacement or removal of the attachment(s) or other act related to the rights granted TriMet under this easement, except as caused by Owner's negligent, reckless or intentional conduct. TriMet shall repair any damage to the structure caused by the installation, testing, maintenance, repair, replacement or

removal of the attachment(s) and shall restore the structure so that the condition of the structure and the appearance of the structure are as good as or better than existed before the commencement of the installation, maintenance, repair, replacement or removal of the attachment(s).

Easement Granted by: Multnomah County



TED WHEELER 2-21-08
Signature Date

TED WHEELER CHAIR
Print Name Title

[Signature] 2/21/08
Signature Date

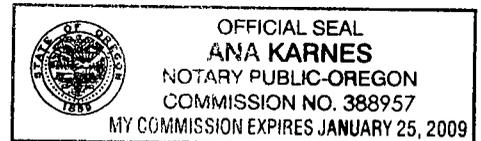
John Thomas Deputy County Attorney
Print Name Title

STATE OF (OREGON)

COUNTY OF (MULTNOMAH),

This instrument was acknowledged before me by TED WHEELER
on this 21 day of FEBRUARY, 2008.

Notary Public for MULTNOMAH COUNTY
[Signature] My commission expires: JAN 25, 2009



ACCEPTED FOR GRANTEE BY:

Neil McFarlane
Executive Director
Date: _____

APPROVED AS TO FORM: _____
TriMet Legal Date

BUILDING EYEBOLT AND SPAN WIRE ATTACHMENT EASEMENT

Exhibit "A"

Property Description

**Lots 3 & 4, Block 175, CITY OF PORTLAND, in the City of Portland,
County of Multnomah and State of Oregon.**

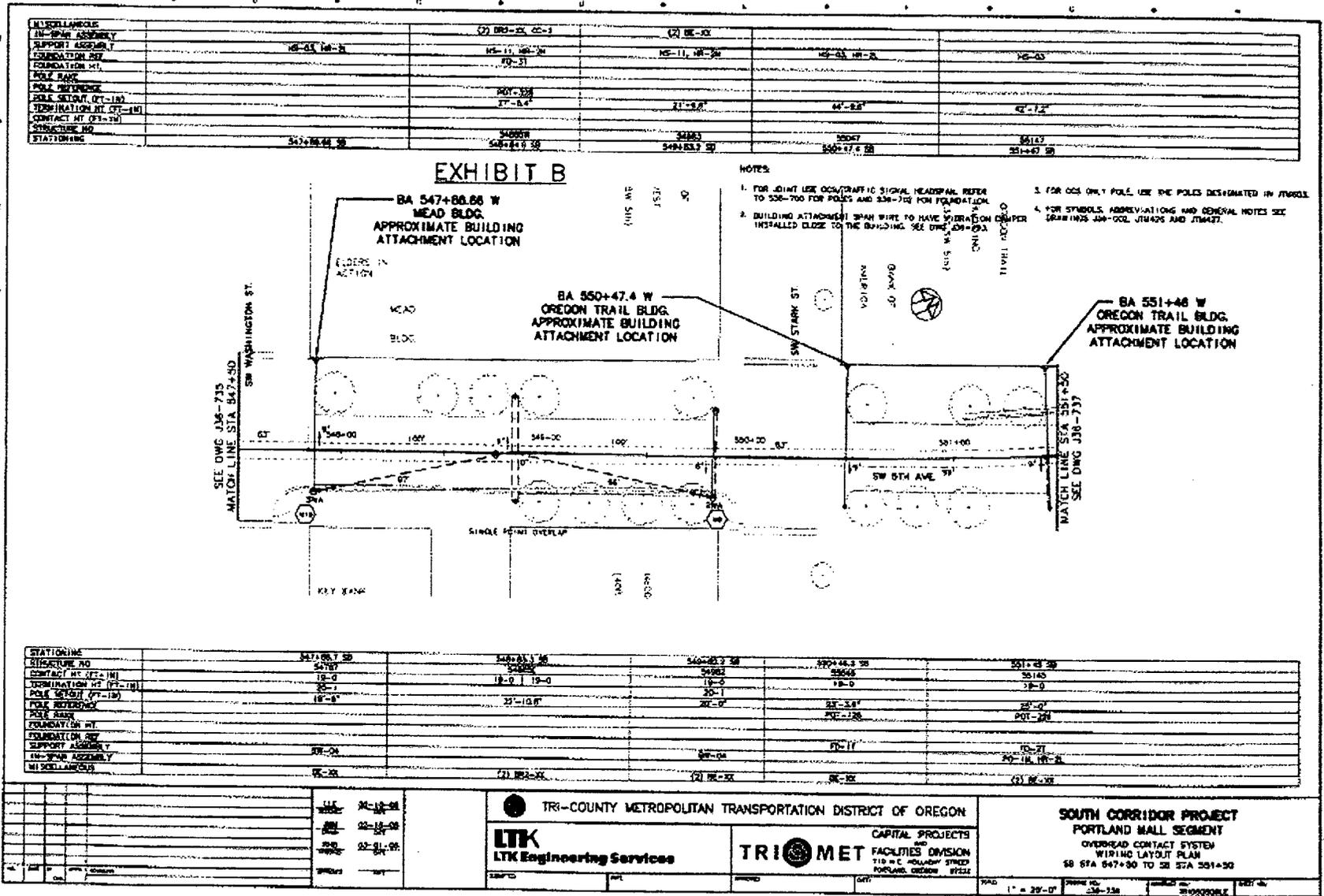


EXHIBIT "D"

Approximate Location



421 SW 5th Avenue
Mead Building
BA 547+86.66W
26'-0" Attachment Height (Above Sidewalk)
Near Washington St. Intersection
(West side of street)



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-8 DATE 2-21-08
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 02/21/08
 Agenda Item #: R-8
 Est. Start Time: 11:00 AM
 Date Submitted: 02/05/08

Agenda Title: NOTICE OF INTENT to Apply for a \$90,000 Grant from the Pacific Source Foundation to Deliver Primary Care Services for Medically Underserved Residents in the Rockwood Area Using the Health Department's Medical Van

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

Requested Meeting Date: February 21, 2008 Amount of Time Needed: 5 minutes
 Department: Health Division: Integrated Clinical Services
 Contact(s): Susan Kirchoff
 Phone: 503-988-3674 Ext. 25870 I/O Address: 160/8
 Presenter(s): Susan Kirchoff, Kim Tierney

General Information

1. What action are you requesting from the Board?

Authorize the Director of the Health Department to apply for grant funding through the Pacific Source Foundation to deliver primary care services for medically underserved residents in the Rockwood area using the Department's Medical Van.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The proposed project will expand health services for homeless families in the Rockwood area through the County's Mobile Medical Clinic. The 40 foot van was purchased by the Health Department in 2006 with local and federal grant funding and County support. It includes two exam rooms, laboratory, pharmacy, nurse triage area, and counseling room. The vehicle is fully self-contained with onboard systems for heating, cooling, water, electrical generation, and refrigeration. Individuals receiving care at the van also have access to mental health, dental care and vision services off site at clinical facilities operated by Multnomah County. The van is currently parked at six different host sites each week, including Community Transitional School, Friendly House, Albina Ministerial Alliance, JOIN (SE), Human Solutions, Portland Impact, and the Salvation Army's Door of Hope. The mobile clinic is open at one of these sites on a regularly scheduled day each week. Spanish/English (bilingual) staff are available to meet the needs for culturally

appropriate services, and interpreters are used for clients who speak other languages.

Outreach will be provided by Community Health Nurses who serve as vital linkages between health care services and the community. The Community Health Nurses will address specific barriers and concerns to assure that families are able to access the full range of medical, dental, vision, and behavioral health care and other services.

Program offer that is associated with this request includes 40021A (Westside Health Clinic). This is the anchor healthcare and mental health program that serves Multnomah County's homeless residents, including comprehensive medical, behavioral and addictions healthcare; access to medications; social services; and nutrition counseling. Westside includes access to health services through the Department's Mobile Medical Clinic. **Funds associated with this proposed grant will not supplant County funding, but will enable the Health Department to expand services to meet the needs of the community without additional direct costs to the County.**

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

The Health Department will request \$90,000 through the Pacific Source Foundation, and a limited amount of program income will be generated. No direct funding is requested of the County.

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

None known. Providing health services to medically underserved communities is consistent with County policy.

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

The proposed grant will be submitted to the Multnomah County Community Health Council for review. The majority of the Council's members receive health services at a County clinic, and it is responsible for approving grant applications that impact the operations of the County's clinical services.

ATTACHMENT A

Grant Application/Notice of Intent

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

- **Who is the granting agency?**
Pacific Source Foundation.
- **Specify grant (matching, reporting and other) requirements and goals.**
No local match is required, and grantees are required to monitor expenses, report activities on regular intervals as established in the grant agreement, and provide a final report upon completion of the project.
- **Explain grant funding detail – is this a one time only or long term commitment?**
Grants are for a period of one year, and they are not renewable.
- **What are the estimated filing timelines?**
The grant application must be submitted by February 29, 2008.
- **If a grant, what period does the grant cover?**
One year following grant approval.
- **When the grant expires, what are funding plans?**
The Department will continue to seek grants and corporate sponsorship to cover costs associated with delivering care to medically underserved residents using the Medical Van.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**
Administrative costs (including indirect) will be covered by the grant.

ATTACHMENT B

Required Signatures

Elected Official or
Department/
Agency Director:

Lillian Shirley

Date: 02/05/08

Budget Analyst:

Angela Burdine

Date: 02/05/08



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (Budget Modification)

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-9 DATE 2-21-08
 ANA KARNES, ASST BOARD CLERK

Board Clerk Use Only

Meeting Date: 02/21/08
 Agenda Item #: R-9
 Est. Start Time: 11:05 AM
 Date Submitted: 01/16/08

BUDGET MODIFICATION: HD - 25

Agenda Title: Budget Modification HD-25 Appropriating \$20,000 from Legacy Health System in Support of the Health Department's Homeless Program Electronic Health Records Implementation

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

Requested Meeting Date:	<u>February 21, 2008</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Health</u>	Division:	<u>Integrated Clinical Services</u>
Contact(s):	<u>Lester A. Walker, Finance and Budget Manager</u>		
Phone:	<u>(5035) 988-3674</u>	Ext.:	<u>26457</u>
		I/O Address:	<u>167/2/210</u>
Presenter(s):	<u>Mary Loos, Program Manager</u>		

General Information

1. What action are you requesting from the Board?

We are requesting approval of appropriation of \$20,000 from Legacy Health System, a community partner, for the Health Department's Homeless Program Electronic Health Records Implementation. The funds will be used for EPIC consulting services. EPIC System is an electronic health records and practice management system.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

Legacy Health System wants to help support Safety Net. They have community support dollars that they can allocate to various organizations. They cannot provide all the infrastructure needed in the community, but the community support funds enable them to give back to the community and supports their non-profit status.

Multnomah County Health Department began implementing electronic health records (EHR) at multiple sites in October 2005. In September 2007, the Health Department implemented the Homeless Program which includes the mobile medical van and two satellite clinics. Although the

implementations have gone very well, we will use these funds to provide additional consultative support and training to complete this particularly challenging implementation program.

This action supports Program Offer 40032 – Lab, X-Ray, Medical Records and Emergency Health Records.

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

Approval of this budget modification will increase the Health Department's FY08 budget by \$20,000.

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

There are none.

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

There are 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?**

The Health Department's federal/state revenue budget will increase by \$20,000 in FY08 as a result of the work performed under this award.

- **What budgets are increased/decreased?**

The Health Department's Integrated Clinical Services FY08 federal/state budget will increase by \$20,000. Professional Services (EPIC consultant) expenditures will increase by \$18,411 and Indirect will increase by \$1,589.

- **What do the changes accomplish?**

Legacy Health System is supporting the Health Department's efforts to increase quality and build the infrastructure of our community's safety net. The Health Department will hire an EPIC consultant to provide additional end user support, training, coaching, and other EPIC/electronic health record services to complete the Homeless Program Electronic Health Record implementation.

- **Do any personnel actions result from this budget modification? Explain.**

This budget modification does not result in personnel actions. Funds will be used for an EPIC consultant.

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

Revenue covers these costs.

- **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?**

The revenue is one-time-only in nature. The project will be completed in FY08.

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

The grant covers the period January 2008 – June 2008.

- **If a grant, when the grant expires, what are funding plans?**

When the grant expires, the grant objectives will be met and additional funding will not be needed.

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 - 25

Required Signatures

**Elected Official or
Department/
Agency Director:**

Lillian Shirley

Date: 01/16/08

Budget Analyst:

Angela Burdine

Date: 01/15/08

Department HR:

Tyreece Fuller Poe

Date: 01/11/08

Countywide HR:

Date: _____

Budget Modification ID: **HD-25**

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: 2008

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	TBD	TBD	30			TBD	50210	(20,000)	(20,000)		Legacy	
2	TBD	TBD	30			TBD	60170	18,411	18,411		Prof. Svcs. - consultant	
3	TBD	TBD	30			TBD	60350	422	422		Central Indirect	
4	TBD	TBD	30			TBD	60355	1,167	1,167		Department Indirect	
5								0				
6	19	1000	0020		9500001000		50310	(422)	(422)		Indirect reimbursement revenue in GF	
7	19	1000	0020		9500001000		60470	422	422		CGF Contingency expenditure	
8								0				
9	40-90	1000	30		409050		50370	(1,167)	(1,167)		Indirect Dept reimbursement revenue in GF	
10	40-90	1000	30		409001		60000	1,167	1,167		Off setting Dept expenditure in GF	
11								0				
12								0				
13								0				
14								0				
15								0				
16								0				
17								0				
18								0				
19								0				
20								0				
21								0				
22								0				
23								0				
24								0				
25								0				
26								0				
27								0				
28								0				
29								0				
								0	0	0	Total - Page 1	
								0	0	0	GRAND TOTAL	



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 02/21/08
Agenda Item #: R-10 AM
Est. Start Time: 11:10 AM
Date Submitted: 02/01/08

Agenda Title: **First Reading of a Proposed ORDINANCE Amending Nuisance Control Law
 Multnomah County Code Section 15.225 Relating to Area of Application**

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

Requested Meeting Date: February 21, 2008 **Amount of Time Needed:** 10 minutes
Department: Health **Division:** Community Health Services
Contact(s): Lila Wickham, Chris Wirth
Phone: 503-988-3400 **Ext.** 22404 **I/O Address:** 420 - 1 - ENV
Presenter(s): Lila Wickham, Chris Wirth

General Information

1. What action are you requesting from the Board?

Approve first reading of an ORDINANCE Amending Nuisance Control Law Multnomah County Code Section 15.225 Relating to Area of Application.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

The Vector Control and Code Enforcement program protects the public, including vulnerable populations, from emerging and imminent vector-borne diseases and mitigates nuisances. Current strategies include surveillance, analysis, proactive control/abatement of rodent and mosquito populations and public education. The legal authority currently exists to enforce nuisance and public health threats. This ordinance clarifies the area of application of the enforcement process in Multnomah County. (Vector-borne diseases are transmitted from animal to humans).

This change affects Program Offer #40008 and would enhance the current program services and protect community health and livability.

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

There is no fiscal impact for current or future year(s). The enforcement component is already an essential function of the Multnomah County Code Enforcement program and would be absorbed by the Code Enforcement Officer, Administrative and Support staff.

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

Multnomah County is delegated by its authority to abate vectors and their disease through Oregon Revised Statute 452 (ORS 452). The Health Officer currently has authority to reduce the transmission of communicable disease through imposition of a public health measure ORS 433.019. This ordinance amendment will clarify the area of application to include all areas of the county.

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

The Multnomah County Board-appointed citizen advisory group reviewed and approved the final ordinance concept and language as is presented today.

Required Signature

**Elected Official or
Department/
Agency Director:**

Lillian Shurley

Date: 02/01/08

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

ORDINANCE NO. _____

Amending Nuisance Control Law MCC § 15.225 Relating to Area of Application

(Language ~~stricken~~ is deleted; double underlined language is new.)

The Multnomah County Board of Commissioners Finds:

- a. MCC § 15.225 states: "This subchapter shall be known and cited as the county Nuisance Control Law, and shall apply to the unincorporated areas of the county."
- b. The Nuisance Control Law was enacted by the Board by Ordinance 125 in 1976 and amended with respect to vector control by Ordinance 1095 on July 12, 2007.
- c. Under ORS 452.240, the County has the power to take all necessary measures for the control or extermination of public health vectors and "Enter upon all places within the county and adjacent thereto for the purpose of carrying out this section."
- d. It is necessary to amend § 15.225 to apply the County's powers with respect to vector control under state law.

Multnomah County Ordains as follows:

Section 1. MCC § 15.225 is amended as follows:

15.225- Title And Area Of Application.

This subchapter shall be known and cited as the county Nuisance Control Law, and shall apply to the unincorporated and incorporated areas of the county for purposes of control, extermination or abatement of public health vectors as authorized by state law.

FIRST READING:

February 21, 2008

SECOND READING AND ADOPTION:

February 28, 2008

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Jacqueline A. Weber, Assistant County Attorney

SUBMITTED BY:

Lillian Shirley, Director, Health Department



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST (long form)

Board Clerk Use Only

Meeting Date: 02/21/08
Agenda Item #: R-11
Est. Start Time: 11:15 AM
Date Submitted: 02/04/08

BUDGET MODIFICATION: DCJ - 18

Budget Modification DCJ-18 Transferring \$71,240 from Department of Community Justice and \$41,310 from General Fund Contingency for a Total Increase of \$112,550 to Multnomah County's Motor Pool for the Purchase of
Agenda Title: Five Hybrid Vehicles in Collaboration with the Juvenile Services Division
[Rescheduled from February 14, 2008]

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

Requested Meeting: February 21, 2008 **Amount of Time Needed:** 5 minutes
Department: Dept. of Community Justice **Division:** Juvenile Services Division
Contact(s): Shaun Coldwell and Richard Swift, FREDS
Phone: 503-988-3961 **Ext.:** 83961 **I/O Address:** 503 / 250
Presenter(s): Thach Nguyen and Richard Swift, FREDS

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) and the Department of County Management's FREDS Division request approval of a budget modification to appropriate \$112,550 to Multnomah County's Motor Pool. DCJ is transferring \$71,240 from program budgets to fleet services for the purchase of 5 vehicles for use by DCJ's Juvenile Services Division. Department of County Management FREDS Division is requesting the transfer of \$41,310 from general fund contingency to cover the difference between the costs of 5 regular vehicles versus 5 hybrids to be used in Motor Pool. FREDS will then transfer 5 existing vehicles to DCJ Juvenile Services Division.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.

DCJ has determined that it is more efficient and cost effective for Juvenile counselors to use county vehicles instead of their own vehicles. DCJ has 46 counselors receiving \$600 per year as a condition

of employment plus mileage for using their own vehicles. DCJ will use the savings to pay for the new cars by eliminating the condition of employment and reducing mileage reimbursement that is currently being paid to employees who use their own cars. FREDS will be reviewing long term County goals and reduce Multnomah County's carbon footprint.

DCJ Impact

One Time Purchase	\$71,240
On-going savings from Condition of Employment \$600 x 46	(\$27,600)
On-going savings in mileage reimbursement	(\$29,756)
On-going replacement costs	\$21,738
Net Savings annualized	(\$35,622)

DCJ has determined that 5 new vehicles are needed to meet the business needs of the Juvenile Services Division and that the additional vehicles will result in a net savings of \$35,622 annually. The use of County owned vehicles will bring DCJ in compliance with Administrative Procedure Fin-14 "At locations with access to County-owned assigned vehicles or motor pools, their use is required for work-related travel ..."

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

The Multnomah County Motor Pool revenue is being increased \$112,550 for fiscal year 2008.

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

According to the Fleet Division FRED's, the purchase of hybrids is directly in line with Multnomah County's Global Warming Action Plan adopted in 2001 promoting a sustainable future by reducing greenhouse gas emission. It also adheres to Multnomah County's Sustainable Procurement Strategy adopted in 2002 which promotes a balance between environmental issues and economic and equity issues in the expenditure of public funds and is consistent with the Sustainability Principles adopted in 2004.

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?

Multnomah County Motor Pool revenue is being increased by \$112,550.

- What budgets are increased/decreased?

Multnomah County Motor Pool Capital Equipment is being increased \$112,550. DCJ material and services budgets in Counseling Services and Treatment Services is being decreased to cover the cost of the new vehicles and General Fund Contingency is being decreased to cover the difference between the cost of 5 regular vehicles versus 5 hybrids.

- What do the changes accomplish?

DCJ Juvenile Services Division will receive 5 motor pool vehicles to be used by employees, thus reducing the amount of mileage reimbursement and condition of employment for personal vehicle usage, while Fleet Services increases the motor pool by 5 hybrids decreasing Multnomah County's carbon footprint on the environment.

- 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?

N/A

- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?

One-time only

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

N/A

- If a grant, when the grant expires, what are funding plans?

N/A

Contingency Request

If the request is a Contingency Request, please answer all of the following in detail:

- Why was the expenditure not included in the annual budget process?

The work to determine the best use of County assets had not been completed by the time the budget process concluded for FY08. The opportunity to bring five hybrid vehicles into the fleet for use in the motor pool is a unique mid year opportunity.

- What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?

Fleet Management has spoken with County Budget staff and DCM Budget staff to determine the availability of other funds. A request for General Fund contingency was determined to be the best funding mechanism for this opportunity.

- **Why are no other department/agency fund sources available?**

No alternative funding sources exist at this time.

- **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. What are the plans for future ongoing funding?**

This use of contingency will not result in new revenue. It is anticipated to result in fuel savings of \$31,170. This amount is dependent on fuel price and miles driven over time. The time period is set at 12 years. The replacement of the hybrid vehicles is capitalized through the hourly motor pool rate.

- **Has this request been made before? When? What was the outcome?**

This request has not been made before.

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: DCJ - 18

Required Signatures

**Elected Official or
Department/
Agency Director:**

John Anderson for Scott Taylor

Date: 02/04/08

Budget Analyst:

CE

Date: 02/04/08

Budget Modification ID: **DCJ-18****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: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
1	50-50	1000	50007A	50		509000		60270	2,446	1,446	(1,000)		Decr local travel & mileage
2												(1,000)	JSD Management
3										0			
4										0			
5	50-50	1000	50007A	50		507000		60270	7,178	1,178	(6,000)		Decr local travel & mileage
6	50-50	1000	50007A	50		507000		60110	12,694	5,396	(7,298)		Decr Overtime
7	50-50	1000	50007A	50		507000		60130	48,307	45,962	(2,345)		Decr Sal Related 32.09%
8	50-50	1000	50007A	50		507000		60140	29,574	29,227	(347)		Decr Insurance 4.75%
9	50-50	1000	50007A	50		507000		60180	11,017	6,017	(5,000)		Decr printing
10												(20,990)	JSD Counseling Mgmt
11										0			JSD Counseling Mgmt
12										0			
13	50-50	1000	50014	50		507710		60270	12,520	2,520	(10,000)		Decr local travel & mileage
14										0		(10,000)	JSD GRIT
15										0			
16	50-50	1000	50013A	50		507600		60270	20,169	7,169	(13,000)		Decr local travel & mileage
17										0		(13,000)	JSD NE Office
18													
19	50-50	1000	50013A	50		508100		60270	8,418	2,418	(6,000)		Decr local travel & mileage
20										0		(6,000)	JSD East Office
21										0			
22	50-50	1000	50013A	50		507700		60270	9,467	2,467	(7,000)		Decr local travel & mileage
23										0		(7,000)	JSD SE Office
24										0			
25	50-50	1000	50013A	50		507900		60270	1,978	978	(1,000)		Decr local travel & mileage
26										0		(1,000)	JSD Central Office
27										0			
28	50-50	1000	50017	50		508300		60270	3,984	1,984	(2,000)		Decr local travel & mileage
29										0		(2,000)	JSD Sex Offender Tx Team
											(60,990)	(60,990)	Total - Page 1
											0	0	GRAND TOTAL

Budget Modification ID: **DCJ-18****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: 2008

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
30	50-50	1000	50013B	50		507510	60270	3,223	223	(3,000)		Decr local travel & mileage	
31									0		(3,000)	JSD Gender Specific	
32									0				
33	50-50	1000	50007A	50		506210	60180	2,500	0	(2,500)		Decr printing	
34	50-50	1000	50007A	50		506210	60210	1,000	0	(1,000)		Decr rentals	
35	50-50	1000	50007A	50		506210	60220	2,500	0	(2,500)		Decr repairs & maint	
36	50-50	1000	50007A	50		506210	60250	500	250	(250)		Decr food	
37	50-50	1000	50007A	50		506210	60340	2,000	1,000	(1,000)		Decr dues & subscriptions	
38									0		(7,250)	JSD Treatment Svc Mgmnt	
39									0				
40									0				
41	50-50	1000	50007A	50		507000	60410	26,830	82,630	55,800		Incr Motor Pool to purchase 4 new vehicles	
42									0		55,800	JSD Counseling Mgmnt	
43									0				
44	50-50	1000	50007A	50		506210	60410	0	15,440	15,440		Incr Motor Pool to purchase 1 new midsize vehicle	
45									0		15,440	JSD Treatment Svc Mgmnt	
46									0				
47	72-55	3501		20		904100	50310		(71,240)	(71,240)		Incr Motor Pool Revenue	
48	72-55	3501		20		904100	60550		71,240	71,240		Incr Motor Pool Exp	
49									0		0	Int'l Svc Motor Pool	
50									0				
51									0				
52									0				
53									0				
54									0				
55									0				
56									0				
57									0				
58									0				
										60,990	60,990	Total - Page 2	
										0	0	GRAND TOTAL	



Department of County Management
MULTNOMAH COUNTY OREGON

Budget Office

501 SE Hawthorne Blvd., Suite 531
Portland, Oregon 97214
(503) 988-3312 phone
(503) 988-5758 fax
(503) 988-5170 TDD

TO: Board of County Commissioners

FROM: Christian Elkin, Sr. Budget Analyst

DATE: January 30, 2008

SUBJECT: General Fund Contingency Request for \$41,310 to purchase hybrid cars for the County's Motor Pool (Budget Modification DCJ-18).

The Department of County Management's Fleet Services Division requests \$41,310 from the General Fund Contingency in order to purchase five hybrid cars for the County's Fleet. This is a collaborative request with the Department of Community Justice, which is paying for five new cars for use in its Juvenile Services Division (*see below*).

DCJ's Juvenile Services Division Leadership Team has determined that it is more efficient and cost effective for Juvenile counselors to use county vehicles instead of their own vehicles. DCJ has 46 counselors receiving \$600 per year as a condition of employment plus mileage for using their own vehicles. By eliminating the condition of employment and reducing mileage reimbursement that is currently being paid to employees who use their own cars, DCJ can fund the purchase of five new gasoline-engine cars for the County's Fleet. The contingency request "upgrades" these new vehicles to hybrid cars by paying for the cost difference between gasoline-engine and hybrid sedans. This action leverages necessary County purchases toward more sustainable types of equipment for County use.

General Fund Contingency Policy Compliance

The Budget Office is required to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using the General Fund Contingency. The request is consistent with County Policy Criteria #1 as it funds a one-time purchase.

- Criteria 1 States contingency requests should be for one-time-only purposes. This request is one time only, though it will incur ongoing, incremental Fleet Fund replacement costs in the future.
- Criteria 2 Addresses emergencies and unanticipated situations. This request is not an emergency, and does not address an unanticipated situation.
- Criteria 3 Addresses items identified in Board Budget Notes. This item was not identified in a budget note.

Further, this request is consistent with the County's policy statement on the use of one-time resources, which reads in part:

"The Board will consider the following when allocating these one-time-only resources....3) One-time-only spending proposals for projects or pilot programs, particularly investments that may result in innovative ideas or technology or long-term efficiencies or savings that do not require ongoing support."