



Multnomah County Oregon

## Board of Commissioners & Agenda

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### 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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:lonnie.j.roberts@co.multnomah.or.us)

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### SEPTEMBER 9, 11, 2008 BOARD MEETINGS FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Tuesday Executive Session
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:30 a.m. Thursday Audit Committee Appointments
Pg 3	9:35 a.m. Thursday Third Reading and Adoption of an Ordinance Amending MCC Chapter 29, Relating to County Flood Hazard Regulations
Pg 4	9:50 a.m. Thursday Resolution Approving Memorandum of Agreement with MCSO and MCCDA
Pg 4	10:05 a.m. Thursday Budget Modification Appropriating \$2,236,494 General Fund Contingency for Sheriff's Office to Add Ten Positions and Reestablish the Close Street Supervision Program

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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

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

## **IF NEEDED 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. 15-55 MINUTES REQUESTED.
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Thursday, September 11, 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 LIBRARY SERVICES**

- C-1 Budget Modification LIB-03 Redistributing FTE Among Several Library Page, Library Assistant, and Librarian Positions at Central Library

### **DEPARTMENT OF HEALTH**

- C-2 Budget Modification HD-05 Reclassifying Two Positions within the Community Health Services Division of the Health Department, as Determined by the Class/Comp Unit of Central Human Resources

### **DEPARTMENT OF COUNTY MANAGEMENT**

- C-3 Budget Modification DCM-03 Reclassifying a Position in Information Technology as Determined by the Class/Comp Unit of Central Human Resources
- C-4 Budget Modification DCM-04 Relating to Reclassification of a Position in Information Technology as Determined by the Class/Comp Unit of Central Human Resources



## **DEPARTMENT OF COMMUNITY SERVICES**

- C-5 RESOLUTION Authorizing the Execution of a Contract Between Multnomah County, Seller and Sethyn L. Bryan, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion

## **DEPARTMENT OF COUNTY HUMAN SERVICES**

- C-6 Budget Modification DCHS-05 Increasing SUN Service System Federal/State Appropriation by \$100,000 in Oregon Commission on Children and Families One-Time-Only Grant Funding

## **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.

### **AUDITOR'S OFFICE – 9:30 AM**

- R-1 Appointment of Lisa Alfano, Darren Beatty and Jeanne McPherson to the Multnomah County AUDIT COMMITTEE

## **DEPARTMENT OF COMMUNITY SERVICES - 9:35 AM**

- R-2 Third Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 29, Relating to County Flood Hazard Regulations

## **PUBLIC CONTRACT REVIEW BOARD – 9:40 AM**

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

- R-3 RESOLUTION Approving Revision of PCRB Rule 60-0040

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



## **DEPARTMENT OF COUNTY MANAGEMENT – 9:50 AM**

- R-4 RESOLUTION Approving the Memorandum of Agreement between Multnomah County (the “County”) and the Multnomah County Sheriff’s Office (MCSO), and the Multnomah County Corrections Deputies Association (MCCDA)
- R-5 Budget Modification DCM-03 Appropriating \$2,236,494 General Fund Contingency [for Sheriff’s Office] to Add Ten (10) Positions and Reestablish the Close Street Supervision Program within the Sheriff’s Office as of October 1, 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 (short form)

### Board Clerk Use Only

Meeting Date: 09/09/08  
Agenda Item #: E-1  
Est. Start Time: 9:00 AM  
Date Submitted: 09/03/08

**Agenda Title:** Executive Session Pursuant to ORS 192.660(2)(d),(e)and/or(h)

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

Requested Meeting Date: September 9, 2008 Amount of Time Needed: 15-55 minutes  
Department: Non-Departmental Division: County Attorney  
Contact(s): Agnes Sowle  
Phone: 503 988-3138 Ext. 83138 I/O Address: 503/500  
Presenter(s): Agnes Sowle and Invited Others

### General Information

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

No final decision will be made in the Executive Session.

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

Only representatives of the news media and designated staff are allowed to attend. Representatives of the news media and all other attendees are specifically directed not to disclose information that is the subject of the Executive Session.

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

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

ORS 192.660(2)(d),(e)and/or(h)

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

### Required Signature

Elected Official or  
Department/  
Agency Director:

Date: 08/14/08





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 9/11/08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 09/11/08  
Agenda Item #: C-1  
Est. Start Time: 9:30 AM  
Date Submitted: 08/29/08

### BUDGET MODIFICATION: LIB-03

**Agenda** Budget Modification LIB-03 Redistributing FTE Among Several Library Page,  
**Title:** Library Assistant, and Librarian Positions at Central Library

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

Requested Meeting Date:	<u>Sept. 11, 2008</u>	Amount of Time Needed:	<u>Not applicable</u>
Department:	<u>Library</u>	Division:	<u>Support Services</u>
Contact(s):	<u>Becky Cobb</u>		
Phone:	<u>503-988-5499</u>	Ext.	<u>85499</u>
	I/O Address: <u>317/ADM/SUPSV</u>		
Presenter(s):	<u>Consent Calendar</u>		

### General Information

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

Requesting board approval to reduce FTE from two positions to add onto another Library Assistant position and create a part time Library Page position in Central Library.

#### 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.

Position changes at Central Library:

1. Convert two vacant 0.75 FTE Library Page positions into three 0.5 FTE Library Page positions in Stack Services.
2. Reduce a vacant Librarian position from a 1.0 FTE to a 0.75 FTE in Humanities.
3. Increase a Library Assistant position from a 0.5 FTE to a 0.75 FTE in General Reference.
4. Transfer a 1.0 Library Assistant position from General Reference to Interlibrary Loan.

Redistribution of personnel resources provides more adequate staff coverage at Central Library and better serves the public. There is no net FTE increase in Central Library-offer 80000.



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

There is no net fiscal impact in the Library Fund for the current fiscal year. Additional personnel costs/savings will be absorbed by decreasing/increasing material & service budget in the corresponding cost centers within Central Library. On an ongoing basis, over all personnel costs will be about \$2,601 higher for the Library Fund.

There is \$202 increase in Fund 3500 for Insurance Reimbursement.

**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 non-merit factor.

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

Not applicable.



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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**

There is no change in revenue budget in the Library Fund.

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

There is no net change in expenditure budget in the Library Fund. In Central Library budget, Stack Services (802120): Personnel is increased by \$8,873, Supplies is decreased by \$1,926;

Humanities (802310): Personnel is decreased by \$21,964;

Interlibrary Loan (802350): Personnel is increased by \$38,495;

General Reference (802360): Personnel is decreased by \$23,478;

- **What do the changes accomplish?**

Redistribution of personnel resources provides more adequate staff coverage at Central Library and better serves the public.

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

In Central Library:

1. Reduce Library Page position 701977 from 0.75 FTE to 0.5 FTE in Stack Services;

2. Reduce Library Page position 706257 from 0.75 FTE to 0.5 FTE in Stack Services;

3. Create a new 0.5 FTE Library Page position in Stack Services;

4. Reduce Librarian position 702423 from 1.0 FTE to 0.75 FTE in Humanities;

5. Move Library Assistant position 713121 from Interlibrary Loan to General Reference and increase the position from 0.5 FTE to 0.75 FTE;

6. Move 1.0 FTE Library Assistant position 705117 from General Reference to Interlibrary Loan;

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

There is no net change to indirect 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?**

Not applicable.

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

Not applicable.

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

Not applicable.

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense &amp; Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>
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## ATTACHMENT B

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**BUDGET MODIFICATION: LIB-03**

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### Required Signatures

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



**Date:** 08/22/08

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**Vailey Oehlke, Deputy Director**

**Budget Analyst:**




**Date:** 08/28/08

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**Mike Jaspin**

**Department HR:**



**Date:** 08/21/08

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**Leila Wrathall**

**Countywide HR:**

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



Budget Modification ID: **LIB-03****EXPENDITURES & REVENUES**

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

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	80-20	1510	80000	70		802120		60000	1,457,520	1,460,295	2,775		Permanent
3	80-20	1510	80000	70		802120		60130	434,923	435,795	872		Salary Related Expense
4	80-20	1510	80000	70		802120		60140	597,689	602,914	5,225	<b>8,873</b>	Insurance Benefits
5	80-20	1510	80000	70		802120		60240	19,150	17,224	(1,926)	<b>(1,926)</b>	Supplies
6	80-20	1510	80000	70		802120		60350	55,519	55,663	144		
7										0			
8	80-20	1510	80000	70		802310		60000	729,308	715,821	(13,487)		Permanent
9	80-20	1510	80000	70		802310		60130	216,847	213,973	(2,874)		Salary Related Expense
10	80-20	1510	80000	70		802310		60140	178,049	172,446	(5,603)	<b>(21,964)</b>	Insurance Benefits
11	80-20	1510	80000	70		802310		60350	23,865	23,410	(455)		
12										0			
13	80-20	1510	80000	70		802350		60000	144,408	169,007	24,599		Permanent
14	80-20	1510	80000	70		802350		60130	41,835	49,011	7,176		Salary Related Expense
15	80-20	1510	80000	70		802350		60140	43,238	49,959	6,721	<b>38,495</b>	Insurance Benefits
16	80-20	1510	80000	70		802350		60350	6,164	6,961	797		
17										0			
18	80-20	1510	80000	70		802360		60000	542,208	528,169	(14,039)		Permanent
19	80-20	1510	80000	70		802360		60130	158,224	154,926	(3,298)		Salary Related Expense
20	80-20	1510	80000	70		802360		60140	163,867	157,727	(6,140)	<b>(23,478)</b>	Insurance Benefits
21	80-20	1510	80000	70		802360		60350	18,347	17,861	(486)		
22										0			
23	72-10	3500		20		705210		50316		(202)	(202)		Insurance Revenues
24	72-10	3500		20		705210		60330		202	202		Offsetting Expenditure
25										0			
26										0			
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL



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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1510	7203	65226	802120	Library Page	701977	(0.75)	(14,947)	(4,699)	(6,909)	(26,555)
1510	7203	65226	802120	Library Page	701977	0.50	11,912	3,745	6,742	22,399
1510	7203	65226	802120	Library Page	706257	(0.75)	(18,014)	(5,664)	(7,078)	(30,756)
1510	7203	65226	802120	Library Page	706257	0.50	11,912	3,745	6,742	22,399
1510	7203	65226	802120	Library Page	NEW	0.50	11,912	3,745	6,742	22,399
										0
1510	7222	61697	802310	Librarian	702423	(1.00)	(60,719)	(17,590)	(14,288)	(92,597)
1510	7222	61697	802310	Librarian	702423	0.75	45,884	14,426	8,611	68,920
										0
1510	7211	61701	802350	Library Assistant	713121	(0.50)	(22,592)	(6,545)	(7,330)	(36,467)
1510	7211	61702	802360	Library Assistant	713121	0.75	34,154	10,738	7,966	52,858
										0
1510	7211	61702	802360	Library Assistant	705117	(1.00)	(45,184)	(13,090)	(13,433)	(71,707)
1510	7211	61701	802350	Library Assistant	705117	1.00	45,184	13,090	13,433	71,707
										0
				TOTAL ANNUALIZED CHANGES		0.00	(498)	1,901	1,198	2,601

**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	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1510	7203	65226	802120	Library Page	701977	(0.75)	(14,947)	(4,699)	(6,909)	(26,555)
1510	7203	65226	802120	Library Page	701977	0.50	12,916	4,061	6,797	23,774
1510	7203	65226	802120	Library Page	706257	(0.75)	(18,014)	(5,664)	(7,078)	(30,756)
1510	7203	65226	802120	Library Page	706257	0.50	12,916	4,061	6,797	23,774
1510	7203	65226	802120	Library Page	NEW	0.50	9,904	3,114	5,617	18,635
										0
1510	7222	61697	802310	Librarian	702423	(1.00)	(60,719)	(17,590)	(14,288)	(92,597)
1510	7222	61697	802310	Librarian	702423	0.75	47,232	14,716	8,685	70,633
										0
1510	7211	61701	802350	Library Assistant	713121	(0.50)	(22,592)	(6,545)	(7,330)	(36,467)
1510	7211	61702	802360	Library Assistant	713121	0.75	33,151	10,423	7,910	51,484
										0
1510	7211	61702	802360	Library Assistant	705117	(1.00)	(45,184)	(13,090)	(13,433)	(71,707)
1510	7211	61701	802350	Library Assistant	705117	1.00	45,184	13,090	13,433	71,707
										0
				TOTAL CURRENT FY CHANGES		0.00	(153)	1,877	202	1,926





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (Budget Modification)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 9-11-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 09/11/08  
Agenda Item #: C-2  
Est. Start Time: 9:30 AM  
Date Submitted: 08/28/08

### BUDGET MODIFICATION: HD-05

**Budget Modification HD-05 Reclassifying Two Positions within the Community**  
**Agenda Title: Health Services Division of the Health Department, 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:** September 11, 2008 **Amount of Time Needed:** 5 Minutes

**Department:** Health Department **Division:** Community Health Services

**Contact(s):** Lester A. Walker Budget & Finance Manager

**Phone:** (503) 988-3663 **Ext.** 26457 **I/O Address:** 167/2/210

**Presenter(s):** N/A (Consent Agenda)

### General Information

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

Approval of two staff adjustments resulting from the re-classification of two existing positions. This change will lower the Health Departments total FTE by 0.50. There will be no financial impact on the budget.

#### 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.

1. Reclassify a 1.0 Community Health Specialist 2 to a 1.0 Community Health Nurse in the Community Health Services division of the Health Department. Class Comp approved reclassification effective 6/11/2008 (reclass # 982).
2. Reclassify a 1.0 Community Health Specialist 2 to a 0.50 Community Health Nurse in the Community Health Services division of the Health Department. Class Comp approved reclassification effective 6/11/2008 (reclass # 983).

These changes impact program offer 40013B Early Childhood Services for High-Risk Infants and



Children. As a result of these changes the Health Department's personnel budget will decrease by \$2,749 but this will be offset by a \$2,749 increase in the Department's Local Travel/Mileage budget. This change will have no financial impact on the budget.

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

There is no fiscal impact.

**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



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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**

No change in revenues

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

The Health Department's FTE will be lowered by 0.50 for FY09.

The Health Department's personnel budget will decrease by \$2,749 but it will result in a \$2,749 increase in the Health Department's Local Travel/Mileage budget.

- **What do the changes accomplish?**

Change of classification of positions 710726 and 706865 to better fit the duties of those positions within the Health Department as determined by the Class/Comp Unit of Central Human Resources.

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

1. Reclassify a 1.0 Community Health Specialist 2 to a 1.0 Community Health Nurse in the Community Health Services division of the Health Department.
2. Reclassify a 1.0 Community Health Specialist 2 to a 0.50 Community Health Nurse in the Community Health Services division of the Health Department.

- **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

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense &amp; Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>
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## ATTACHMENT B

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**BUDGET MODIFICATION: HD-05**

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### Required Signatures

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

*Lillian Shirley*

**Date:** 08/27/08

**Budget Analyst:**

*Angela Burdine*

**Date:** 08/27/08

**Department HR:**

*Theresa Fuller Poe*

**Date:** 08/27/08

**Countywide HR:**

**Date:**



Budget Modification ID: **HD-09-05****EXPENDITURES & REVENUES**

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

**Budget/Fiscal Year: 2009**

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	40-47	1505	40013B	30			44730-GF	60000	853,932	856,450	2,518		Reclass 2.0 FTE CHS2 to 1.5 FTE CHN.
2	40-47	1505	40013B	30			44730-GF	60130	252,961	253,754	793		Reclass 2.0 FTE CHS2 to 1.5 FTE CHN.
3	40-47	1505	40013B	30			44730-GF	60140	227,907	221,847	(6,060)		Reclass 2.0 FTE CHS2 to 1.5 FTE CHN.
4	40-47	1505	40013B	30			44730-GF	60270	14,421	17,170	2,749		Increase local travel/mileage by 2,749.
5	72-10	3500	40013B	20		705210		50316		6,060	6,060		Insurance Revenue
6	72-10	3500	40013B	20		705210		60330		(6,060)	(6,060)		Offsetting expenditure
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			
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											0	0	Total - Page 1
											0	0	GRAND TOTAL



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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	6047	65163	404730	Community Health Specialist 2	710726	(1.00)	(35,663)	(11,212)	(13,266)	(60,141)
1505	6315	65163	404730	Community Health Nurse	710726	1.00	53,510	16,824	14,426	84,760
1505	6047	65163	404730	Community Health Specialist 2	706865	(1.00)	(35,663)	(11,212)	(13,266)	(60,141)
1505	6315	65163	404730	Community Health Nurse	706865	0.50	26,755	8,412	7,826	42,993
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						(0.50)	8,939	2,812	(4,280)	7,471

**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	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	6047	65163	404730	Community Health Specialist 2	710726	(1.00)	(35,663)	(11,212)	(13,266)	(60,141)
1505	6315	65163	404730	Community Health Nurse	710726	0.92	49,229	15,478	13,272	77,979
1505	6047	65163	404730	Community Health Specialist 2	706865	(1.00)	(35,663)	(11,212)	(13,266)	(60,141)
1505	6315	65163	404730	Community Health Nurse	706865	0.46	24,615	7,739	7,200	39,554
										0
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TOTAL CURRENT FY CHANGES						(0.62)	2,518	793	(6,060)	(2,749)





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 9-11-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 09/11/08  
Agenda Item #: C-3  
Est. Start Time: 9:30 AM  
Date Submitted: 08/26/08

**BUDGET MODIFICATION: DCM - 03**

**Agenda Title: Budget Modification DCM-03 Reclassifying a Position in Information Technology 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: September 11, 2008 Amount of Time Needed: Consent  
Department: County Management Division: Director's Office  
Contact(s): Bob Thomas  
Phone: (503) 988-4283 Ext. 84283 I/O Address: 503 / 531  
Presenter(s): NA

### General Information

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

The department is requesting Board approval of a budget modification authorizing the reclassification of one position in Information Technology.

**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 Department of County Management is requesting Board approval of a reclassification request for the following position that was approved by the Central Class Comp Unit:

Information Technology

Position Title (Old)	Position Title (New)	Position Number	FTE
IT Mgr 1	IT Mgr 2	7092044	No FTE Change

Information Technology requested the Central Class Comp Unit to examine the duties of a position serving as GIS Manager. After review of duties, Class Comp has reclassified this position to the IT



Manager 2. This position is budgeted for FY 2009 in Program Offer 72094: IT – Enterprise Applications. No immediate changes in performance measures on the current program offer are anticipated by this change.

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

Budget modification detail is attached. The reclassification request is being accomplished within current resources for FY 2009. Salary and fringe costs will increase by \$17,367 during this fiscal year. Materials and Services are being reduced by this same amount to cover the increase. Ongoing expenses for this position will be recovered via standard service rates.

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

The re-classification, for which approval is sought in this request, has been reviewed by the Classification/Compensation Unit and the position has been re-classed.

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

NA



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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**  
Risk Management revenue increased by ~\$818.00.
- **What budgets are increased/decreased?**  
Risk Management budget increased by ~\$818.00.
- **What do the changes accomplish?**  
Re-classification of one position.
- **Do any personnel actions result from this budget modification? Explain.**  
Re-classification of one position.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
NA
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
- **If a grant, what period does the grant cover?**
- **If a grant, when the grant expires, what are funding plans?**

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense &amp; Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>
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## ATTACHMENT B

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**BUDGET MODIFICATION: DCM - 03**

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### Required Signatures

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

*Carol M. Ford*

**Date:** 08/26/08

**Budget Analyst:**

*Debra*

**Date:** 08/26/08

**Department HR:**

*Amy Rippon*

**Date:** 08/26/08

**Countywide HR:**

*Elizabeth H. Nunez*

**Date:** 08/26/08



Budget Modification ID: **DCM - 03****EXPENDITURES & REVENUES**

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

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						
1	72-60	3503	72094	0020		709130	60170	30,150	12,783	(17,367)		Intl recovery - reclass costs.
2	72-60	3503	72094	0020		709130	60000	386,813	399,403	12,590		IT Mgr 2 - Reclassification
3	72-60	3503	72094	0020		709130	60130	119,868	123,826	3,958		Salary Related - Fringe
4	72-60	3503	72094	0020		709130	60140	79,883	80,701	818		Salary Related - Insurance
5									0			
6									0			
7	72-10	3500	75210	0020			50316	0	(818)	(818)		Insurance Revenue
8	72-10	3500	75210	0020			60330	0	818	818		Offsetting expenditure
9									0			
10									0			
11									0			
12									0			
13									0			
14									0			
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										0	0	GRAND TOTAL



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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3503	9452	61310	709130	IT Mgr 1 - VA08	702044	(1.00)	(87,410)	(27,482)	(16,630)	(131,521)
3503	9453	61310	709130	IT Mgr 2	702044	1.00	100,000	31,440	17,448	148,888
										0
										0
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										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	12,590	3,958	818	17,367

**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	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3503	9452	61310	709130	IT Mgr 1 - VA08	702044	(0.92)	(80,126)	(25,192)	(15,244)	(120,561)
3503	9453	61310	709130	IT Mgr 2	702044	0.92	91,667	28,820	15,994	136,481
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TOTAL CURRENT FY CHANGES						0.00	11,541	3,628	750	15,919





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 9/11/08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 09/11/08  
Agenda Item #: C-4  
Est. Start Time: 9:30 AM  
Date Submitted: 08/26/08

**BUDGET MODIFICATION: DCM - 04**

**Budget Modification DCM-04 Relating to Reclassification of a Position in  
Agenda Information Technology as Determined by the Class/Comp Unit of Central  
Title: Human Resources**

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

Requested Meeting Date: September 11, 2008 Amount of Time Needed: Consent  
Department: County Management Division: Director's Office  
Contact(s): Bob Thomas  
Phone: (503) 988-4283 Ext. 84283 I/O Address: 503 / 531  
Presenter(s): NA

### General Information

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

The department is requesting Board approval of a budget modification authorizing the reclassification of one position in Information Technology.

#### 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 Department of County Management is requesting Board approval of a reclassification request for the following position that was approved by the Central Class Comp Unit:

#### Information Technology

Position Title (Old)	Position Title (New)	Position Number	FTE
Desktop Support	Desktop Support		
Specialist	Specialist Senior	707413	No FTE Change



As a result of the settlement agreement, Class Comp has reclassified this position to the Desktop Support Specialist Senior. This position is budgeted for FY 2009 in Program Offer 72089: IT – Desktop Services. No immediate changes in performance measures on the current program offer are anticipated by this change.

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

Budget modification detail is attached. The reclassification request is being accomplished within current resources for FY 2009. Salary and fringe costs will increase by \$8,017 during this fiscal year. Software License and Maintenance are being reduced by this same amount to cover the increase. Ongoing expenses for this position will be recovered via standard service rates.

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

The re-classification, for which approval is sought in this request, has been reviewed by the Classification/Compensation Unit and the position has been re-classed.

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

NA



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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**  
Risk Management revenue increased by ~\$382.00.
- **What budgets are increased/decreased?**  
Risk Management budget increased by ~\$382.00.
- **What do the changes accomplish?**  
Re-classification of one position.
- **Do any personnel actions result from this budget modification? Explain.**  
Re-classification of one position.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
NA
- **Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?**
- **If a grant, what period does the grant cover?**
- **If a grant, when the grant expires, what are funding plans?**

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense &amp; Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>
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## ATTACHMENT B

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**BUDGET MODIFICATION:** DCM - 04

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### Required Signatures

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

*Carol M. Ford*

**Date:** 08/26/08

**Budget Analyst:**

*Debra*

**Date:** 08/26/08

**Department HR:**

*Carl R. Dwyer*

**Date:** 08/26/08

**Countywide HR:**

*A. Bruns*

**Date:** 08/26/08



Budget Modification ID: **DCM - 04****EXPENDITURES & REVENUES**

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

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	72-60	3503	72089	0020		709155		60290	80,460	72,443	(8,017)		Reclass - Hampton
2	72-60	3503	72089	0020		709155		60000	1,756,791	1,762,661	5,870		Salary Increase
3	72-60	3503	72089	0020		709155		60130	524,387	526,153	1,766		Fringe Increase
4	72-60	3503	72089	0020		709155		60140	397,052	397,434	382		Ins Increase
5										0			
6										0			
7										0			
8										0			
9	72-10	3500		0020		705210		50316		(382)	(382)		Insurance Revenue
10	72-10	3500		0020		705210		60330		382	382		Offsetting expenditure
11										0			
12										0			
13										0			
14										0			
15										0			
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27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL



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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3503	6403	64050	709155	Desktop Suppt Specialist	707413	(1.00)	(49,583)	(14,364)	(14,171)	(78,118)
3503	6404	64050	709155	Desktop Suppt Specialist Senior	707413	1.00	52,806	15,298	14,380	82,484
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	3,223	934	209	4,366

**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	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
3503	6403	64050	709155	Desktop Suppt Specialist	707413	(1.00)	(49,583)	(14,364)	(14,171)	(78,118)
3503	6404	64050	709155	Desktop Suppt Specialist Senior	707413	1.00	52,806	15,298	14,380	82,484
										0
										0
										0
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										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.00	3,223	934	209	4,366





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST short form

### Board Clerk Use Only

Meeting Date: 09/11/08  
Agenda Item #: C-5  
Est. Start Time: 9:30 AM  
Date Submitted: 08/27/08

**Agenda Title:** **RESOLUTION Authorizing the Execution of a Contract Between Multnomah County, Seller and Sethyn L. Bryan, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion**

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

Date Requested: September 11, 2008 Time Requested: Consent Item  
Department: Community Services Division: Tax Title  
Contact(s): Gary Thomas  
Phone: 503-988-3590 Ext. 22591 I/O Address: 503/4/TT  
Presenter(s): Gary Thomas

### General Information

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

The Tax Title Section is requesting the Board to approve the sale of a tax foreclosed property purchased at a public auction held August 6, 2008 on contract to the highest bidder Sethyn L. Bryan.

#### 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 subject property is a 50x100 lot with a one level bungalow built in 1924 with a partial basement that is unfinished (see exhibit A). The property came into county ownership through the foreclosure of delinquent tax liens on September 23, 2003. The property is located at 6031 NW 60<sup>th</sup> Ave. The interior and exterior are in poor condition. The property was recently connected to public sewer. The City of Portland records show zoning for the property to be IH (heavy industrial) and IHc (Heavy Industrial with an Environmental Concern overlay for the extreme west portion of the lot.

Sethyn L. Bryan was the highest bidder at the Public Auction with a bid of \$81,000 for this parcel. The County acknowledges receipt of the sum of \$10,000 as deposit paid by the Buyer on the day of the auction. At the contract signing the buyer has agreed to put an additional \$6,200 down and carry the remaining balance of \$64,800 on a 15 year contract at 7% annual interest.

This action affects our Vibrant Communities Program Offer by placing a tax foreclosed property back onto the tax roll.



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

The auction contract purchase will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll.

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

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

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

Multnomah County will pay the City of Portland Auditor for the outstanding liens on this property when the sale by contract is authorized.

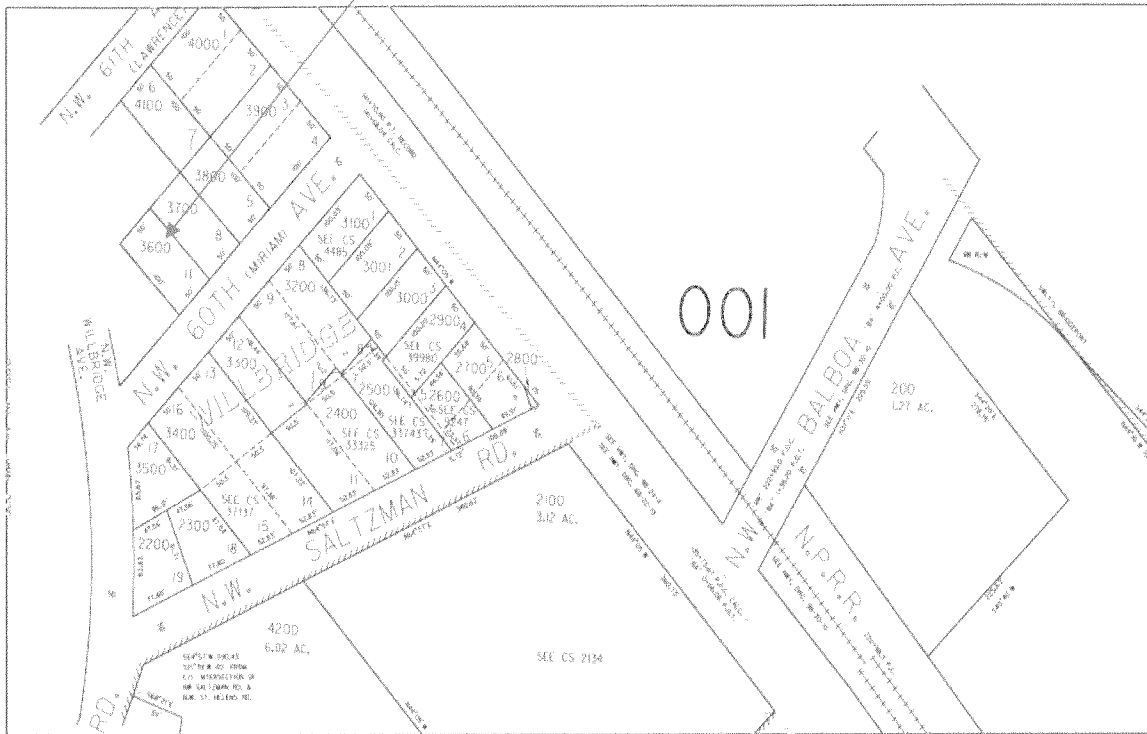


## EXHIBIT A

Property No.: 3

Tax Account Number R308281

Location: 6031 NW 60<sup>th</sup> Ave





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**Required Signature**

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**Department/  
Agency Director:**

A handwritten signature in cursive script, reading "M. Cecilia Johnson". The signature is written in dark ink and is positioned above a horizontal line.

**Date:** 08/27/08

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Authorizing the Execution of a Contract Between Multnomah County, Seller, and Sethyn L. Bryan, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion

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

- a. On August 6, 2008 Multnomah County conducted a public auction and sale of tax-foreclosed real property, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. Sethyn L. Bryan was the highest bidder with a bid of \$81,000 for tax foreclosed Property located at 6031 NW 60<sup>th</sup> Ave in Multnomah County.
- d. The Sheriff delivered to the purchaser a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the dates upon which future payments will become due.

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

1. The Chair on behalf of Multnomah County is authorized to execute a purchase agreement with Sethyn L. Bryan, the Purchaser; substantially in compliance with the draft "Contract of Sale" agreement as set forth in the attached Exhibit A.
2. Simultaneously with the execution of the Contract of Sale, the County and Purchaser shall execute a "Memorandum of Contract of Sale" substantially in compliance with the draft of said Memorandum as set forth in the attached Exhibit A; which shall be recorded in the County's Deed Records.
3. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a bargain and sale deed conveying to Sethyn L. Bryan, the following described real property:

LOT 11 BLOCK 7

WILLBRIDGE

ADOPTED this 11th day of September, 2008.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:  
M. Cecilia Johnson, Director, Dept. of Community Services



**Exhibit A (Resolution)**

**CONTRACT OF SALE**

**Opening Clause:**

DATED: \_\_\_\_\_, 2008.

BETWEEN: MULTNOMAH COUNTY, ("Seller")  
(A Political Subdivision of the State of Oregon)  
501 SE Hawthorne, Portland, Oregon 97214

AND: Sethyn L. Bryan ("Purchaser")  
2806 NE Alameda St  
Portland OR 97212-1620

Seller owns real property located in Multnomah County, Oregon, and more particularly described as:

LOT 11 BLOCK 7 WILLBRIDGE

(hereinafter the "Property"). Seller agrees to sell the Property to Purchaser and Purchaser agrees to buy the Property from Seller for the price and on the terms and conditions set forth below:

**Tax Statement:** Until a change is requested, all tax statements shall be sent to:

Sethyn L. Bryan  
2806 NE Alameda St  
Portland OR 97212-1620

**Section 1. Purchase Price and Payment**

**1.1 Total Purchase Price.** Purchaser promises to pay Seller as the total purchase price for the Property the sum of \$81,000 (US).

**1.2 Payment of Total Purchase Price.** The total purchase price will be paid as follows:

**1.2.1 Down Payment.** On or before the Closing Date, as defined in Section 3.1, Purchaser will pay the sum of \$16,200 in immediately available funds as a down payment of 20% on the purchase price, which sum will include any amount previously paid to Seller; to be applied to the purchase price at closing.

**1.2.2 Interest Rate and Scheduled Payment Dates.** Interest on the remaining balance of \$64,800 will accrue at the rate of 7% per annum from the Closing Date.

The unpaid balance of the purchase price will be paid in monthly installments of principal and all accrued but unpaid interest with the first installment due on \_\_\_\_\_, 2008, and with subsequent installments due on the 15th day of each month thereafter. If the Closing Date falls on a date other than the first day of a monthly installment period, at closing, Purchaser will pay an amount equal to the interest that will accrue from \_\_\_\_\_ (*Insert Closing Date*) through the end of the first partial month in which closing occurs. Each payment will be applied first to interest to due date, then to amounts past due to Seller under this contract other than principal or interest, and the balance to principal.

**1.2.3 Maturity Date.** All unpaid principal and all accrued but unpaid interest must be paid in full on \_\_\_\_\_, 2023 the 15<sup>th</sup> anniversary of the Closing Date.

**1.3 Prepayments.** Purchaser may on any installment due date prepay without penalty all or any portion of the unpaid principal. All prepayments will be applied first to accrued but unpaid interest to date, then to amounts due Seller under this Contract other than principal or



interest, then to the last installment of principal scheduled under this Contract, and will not excuse Purchaser from making the regular monthly payments when due under this Contract until the remaining balance has been paid in full. This paragraph applies to any payments due under this Contract that are accelerated because of Purchaser's default under any of the provisions of this Contract.

**1.4 Payments to Third Parties.** If Purchaser fails to pay when due any amounts required under this Contract to be paid to third parties by Purchaser, Seller may, but will not be obligated to, pay any or all such amounts directly to such third parties or otherwise to cure any such failure. If Seller makes any such payments, the amounts so paid will be immediately due and payable by Purchaser to Seller. Until paid, such amounts will be secured by this Contract and will be added to the principal balance due under this Contract and will bear interest at the Contract rate. Seller's election to make any payments pursuant to this Section 1.4 will not constitute a waiver of Seller's right to declare Purchaser to be in default of this Contract and to exercise any remedies described in Section 9.2. In the event of any such payment by Seller, Seller will also be subrogated to the rights of the third party to whom the payment is made.

### **WARNING**

Unless Purchaser provides Seller with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

**1.5 Place of Payments.** All payments to Seller must be made to the address shown above or to another place or person that Seller may designate by written notice to Purchaser.

## **Section 2. Taxes and Liens**

**2.1 Obligation to Pay.** Purchaser must pay when payable all taxes and assessments that are levied against the Property after the Closing Date but Purchaser may elect to pay taxes and assessments in accordance with any available installment method.

**2.2 Tax Statements.** Purchaser will provide Seller with written evidence reasonably satisfactory to Seller that all taxes and assessments have been paid when due. Purchaser will submit this evidence on the request of Seller, which request must be made no more frequently after each required payment of taxes and assessments.

## **Section 3. Closing**

**3.1 Closing Date.** This transaction must be closed on \_\_\_\_\_, 2008. As used in this Contract, the **Closing Date** means the date on which this Contract or a memorandum of this Contract is recorded. The closing will occur at the offices of Multnomah County.



**3.2 Responsibility of Parties.** At closing, Purchaser must pay the amount of cash specified in Section 1.2.1 above, and Seller must have received a commitment for the issuance of a purchaser's policy of title insurance as described in Section 6.

**3.3 Prorates and Closing Costs.** Except as otherwise provided in this Contract, all items to be prorated will be prorated as of \_\_\_\_\_, 2008.

#### **Section 4. Possession**

**4.1 Possession.** Purchaser will be entitled to possession of the Property from and after \_\_\_\_\_, 2008; however, Seller and Seller's agents may enter on the Property at reasonable times on reasonable prior notice to Purchaser for the purpose of inspecting the Property.

#### **Section 5. Maintenance and Alterations**

**5.1 Maintenance.** Purchaser will keep all buildings, other improvements, and landscape now existing or that will be placed on the Property in good condition and repair, and will not permit any waste or removal of the improvements, nor make any substantial improvements or alterations without the prior written consent of Seller.

**5.1.1 Improvements.** If Purchaser desires to alter or further improve all or any portion of the Property, Purchaser must first submit complete final plans, specifications, site plans, drawings, schedules, and cost estimates for the proposed alteration or improvement and obtain Seller's written consent before proceeding to do or permit any work or to order any services or materials with respect to that work. As a condition of granting its consent, among other conditions, Seller may require Purchaser to provide a construction and completion bond or other security in an amount and of a nature satisfactory to Seller to cover the proposed costs of construction of the proposed alterations or improvements. All alterations and improvements constructed by or for Purchaser must be completed by reputable Oregon licensed contractors without defects in conformance, lien-free, with plans, specifications, and drawings approved beforehand in writing by Seller as provided above, and in conformance with standards in the industry. No approval by Seller will be deemed a representation or warranty of Seller that the approved items or conduct are otherwise lawful, safe, or appropriate, or relieve Purchaser from strict compliance with all other provisions of this Contract and all applicable law.

**5.1.2 Prohibited Activities.** Purchaser will not use or suffer the use of all or any of the Property for any "nuisance" as defined in ORS 105.555, or so as to constitute an *illegal drug manufacturing site* as that term is defined in ORS 453.858(2), as those statutes may now or hereafter be amended, supplemented, or superseded, or otherwise do or allow any act or omission on or about the Property that could subject the Property or Seller's or Purchaser's interest in the Property to forfeiture or the risk of forfeiture.

**5.1.3 Governmental Damage.** If any damage or destruction of the Property or any portion of it is caused by any governmental or quasi-governmental authority, and to the extent that the same is not a compensable taking under the state or federal constitution, or directly caused by the act or omission of Seller, Purchaser will promptly repair and restore the same at its expense.

**5.1.4 Timber and Minerals.** Purchaser will not cut or remove any timber or forest products from the Property. Purchaser will not extract, process, mine, or otherwise exploit any oil, gas, mineral, or other valuable deposit on or under the Property.

**5.1.5 Hazardous Substances.** Purchaser will comply fully with all laws pertaining to the protection of human health and the environment, including but not limited to employee and community right-to-know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of Hazardous Substances. Purchaser will promptly advise Seller in writing of any Hazardous Substances regulated by such laws that are used, generated, manufactured, stored, transported, or otherwise handled on the Property. Purchaser will exercise extreme care in handling any Hazardous Substances and will not cause or



permit Hazardous Substances to be spilled, leaked, disposed of, or otherwise released on the Property. The term **Hazardous Substance** means any hazardous, toxic, radioactive, or infectious substance, material, or waste as defined, listed, or regulated under any law pertaining to the protection of human health or the environment, and includes without limitation petroleum oil and its fractions.

## **Section 6. Insurance**

**6.1 Property Damage Insurance.** Purchaser will procure and maintain policies of all-risk insurance with standard extended coverage endorsements on a replacement-cost basis covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Seller (under a standard mortgagee's clause) and Purchaser as their respective interests may appear. The policies must be primary with respect to all covered risks, and must be written in such form with such terms and by such insurance companies reasonably acceptable to Seller. Purchaser will deliver to Seller certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 15 days' written notice to Seller. In the event of loss, Purchaser will give immediate notice to Seller. Seller may make proof of loss if Purchaser fails to do so within 15 days of the casualty.

**6.2 Liability Insurance.** During the term of this Contract, Purchaser will maintain commercial general liability insurance with an aggregate limit of not less than \$2,000,000; limit of not less than \$1,000,000 per occurrence. Such insurance must be written on an occurrence basis and must be primary with respect to all other insurance covering any of the insured risks; must cover all risks arising directly or indirectly out of Purchaser's activities on or any condition of the Property, whether or not related to an occurrence caused or contributed to by Seller's negligence; must include a contractual liability clause to protect Purchaser against the claims of Seller on account of the obligations assumed by Purchaser under Section 7; and must protect Seller and Purchaser against claims of third persons. Such policies must be written in such form, with such terms and by such insurance companies reasonably acceptable to Seller. Purchaser will deliver to Seller certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 15 days' written notice to Seller.

**6.3 Purchaser's Report on Insurance.** Within 60 days after the close of each calendar year Purchaser will furnish to Seller a report on each existing policy of insurance required under this Contract showing:

- (1) The name of the insurer;
- (2) The risks insured;
- (3) The amount of the policy;
- (4) The property insured, the then-current replacement cost of the property, and the manner of determining that cost; and
- (5) The expiration date of the policy.

Upon Seller's request, Purchaser will have an independent appraiser satisfactory to Seller determine the replacement cost of the Property.

**6.4 Application of Proceeds.** All proceeds of any insurance on the Property must be paid to and held by Seller. Purchaser will repair or replace the damaged or destroyed improvements in a manner satisfactory to Seller. On satisfactory proof of lien-free restoration of the Property to at least its condition and value immediately before the damage or destruction, Seller will pay or reimburse Purchaser from the proceeds (net of Seller's reasonable cost of recovering and administering such proceeds and monitoring Purchaser's restoration activities) for the reasonable cost of repair or restoration to the extent of such proceeds received by Seller. If Purchaser elects not to restore the Property, and the net proceeds are sufficient to pay all amounts owed Seller under this Contract; at the election of Seller; Seller will retain a sufficient amount of the proceeds to pay all amounts owed Seller under this Contract, and will pay the



balance to Purchaser. Any proceeds that have not been paid out within thirty (30) days after their receipt and that Purchaser has not committed to the repair or restoration of the Property must be used to prepay first accrued interest and then principal of Purchaser's indebtedness.

**Section 7. Purchaser's Indemnification of Seller.** Purchaser will forever indemnify, reimburse, and hold Seller, its employees, officers; agents and contractors (the Indemnities) harmless and, at Seller's election, defend the Indemnities for, from, and against any and all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with (1) Purchaser's possession or use of the Property, (2) Purchaser's conduct with respect to the Property, (3) any condition of the Property to the extent that the same arises from or after the Closing Date and is not caused or contributed to by Seller, or (4) Purchaser's breach of any warranty or representation made by Purchaser in this Contract. In the event of any litigation or proceeding brought against Seller and arising out of or in any way connected with any of the above events or claims, against which Purchaser agrees to defend Seller, Purchaser will, on notice from Seller, vigorously resist and defend such actions or proceedings in consultation with Seller through legal counsel reasonably satisfactory to Seller. These obligations with respect to the acts or omissions of the Purchaser will run to any invitee, partner, agent, employee, director, officer, contractor, tenant, permittee of Purchaser and will survive any termination or satisfaction of this contract.

**Section 8. Deed**

On payment of the total purchase price for the Property as provided in this Contract and Purchaser's performance of all other terms, conditions, and provisions of this Contract, Seller will forthwith deliver to Purchaser a bargain and sale deed conveying the Property.

**Section 9. Default**

**9.1 Events of Default.** Time is of the essence of this Contract. A default will occur under any of the following circumstances:

(1) Purchaser's failure to make any payment when due. No notice of default and no opportunity to cure will be required if during any 12-consecutive-month period Seller has already sent two notices to Purchaser concerning nonpayment or late payment under this Contract.

(2) Purchaser's failure to perform any other obligations contained in this Contract within 15 days after notice from Seller specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to commence and pursue curative action with reasonable diligence. No notice of default and no opportunity to cure will be required if, during any 12-consecutive-month period, Seller has already sent two notices to Purchaser concerning default in the performance of the same Contract provision.

(3) Purchaser's dissolution, termination of existence, insolvency on a balance-sheet basis, or business failure; Purchaser's commencement of a voluntary case under the federal bankruptcy laws or under other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Purchaser in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Purchaser to the appointment of a receiver, trustee, or custodian of Purchaser or of any of Purchaser's property; Purchaser's assignment for the benefit of creditors or Purchaser's failure generally to pay its debts as they become due. If (one of the parties collectively referred to as Purchaser / a party standing in the place of Purchaser) suffers an event of default under this subsection, that event of default will be considered the default of Purchaser.

(4) Purchaser's making or suffering a fraudulent transfer or conveyance under applicable federal or state law; Purchaser's concealment of any of its property from creditors;



Purchaser's making or suffering a preference within the meaning of the federal bankruptcy law; or the imposition of a lien through legal proceedings or distraint on any of the property of Purchaser. If one of the parties collectively referred to as Purchaser suffers an event of default under this subsection, that event of default will be considered the default of Purchaser.

**9.2 Remedies of Default.** In the event of a default, Seller may take any one or more of the following steps:

(1) Seller may elect to cancel this land sale contract as provided under ORS 275.220.  
(2) Seller may declare the entire balance of the purchase and interest immediately due and payable.

(3) Seller may foreclose this Contract by suit in equity.  
(4) Seller may specifically enforce the terms of this Contract by suit in equity.  
(5) With respect to any part of the Property that constitutes personal property in which Seller has a security interest, Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.

(6) If Purchaser fails to make any payment within 15 days after it is due, Seller may elect to impose a late charge not to exceed five cents per dollar of the installment, in addition to and not in lieu of any and all other rights and remedies available to Seller. Seller's demand or acceptance of such a late charge will not cure or waive Purchaser's default.

(7) Seller will be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Property exceeds the amount of the balance due under this Contract, and any receiver appointed may serve without bond. Employment by Seller will not disqualify a person from serving as a receiver. On taking possession of all or any part of the Property, the receiver may:

(a) Use, operate, manage, control, and conduct business on the Property and make necessary expenditures for all maintenance and improvements that in its judgments are proper;  
(b) Collect all rents, revenues, income, issues, and profits (the "Income") from the Property and apply those sums to the necessary expenses of use, operation, and management;  
(c) At Seller's option, complete any construction in progress on the Property and, in that connection, pay all bills, borrow funds, employ contractors, and make any changes in plans and specifications as Seller deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as the receiver deems necessary for the purposes stated in this paragraph, and repayment of those sums will be secured by this Contract. Amounts borrowed from or advanced by Seller will bear interest at the same rate as the balance of the purchase price under this Contract from the date of expenditure until repaid and must be paid by Purchaser on demand.

(8) Purchaser hereby assigns to Seller all the Income from the Property, whether now or hereafter due. Before default, Purchaser may operate and manage the Property and collect the Income from the Property. In the event of default and at any time thereafter, Seller may revoke Purchaser's right to collect the Income from the Property and may, either itself or through a receiver, collect the same. To facilitate collection, Seller may notify any tenant or other user to make payments of rents or use fees directly to Seller. If the Income is collected by Seller, then Purchaser irrevocably designates Seller as Purchaser's attorney-in-fact with full power of substitution and coupled with an interest to endorse instruments received in payment thereof in the name of Purchaser and to negotiate the same and collect the proceeds. Payments by tenants or other users to Seller in response to Seller's demand will satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Seller will apply the Income first to the Seller's expenses of renting or collection and the balance (if any) to the payment of sums due from Purchaser to Seller under this Contract.

**9.3 Remedies Not Exclusive.** The remedies provided above are nonexclusive and in addition to any other remedies provided by law.



## **Section 10. Annual Reports**

Within 60 days after the close of each calendar year, if applicable Purchaser will furnish to Seller a statement of net operating income received from the Property during the previous calendar year prepared in accordance with generally accepted accounting principles consistently applied in such detail as Seller requires, "*Net operating income*" means all cash receipts from the Property minus all reasonable and customary expenditures made in connection with the operation of the Property.

## **Section 11. Waiver**

The failure of either party at any time to require performance of any provision of this Contract will not limit the party's right to enforce the provision except to the extent expressly set forth in a writing signed by that party; nor will any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

## **Section 12. Assignment and Successor Interests**

12.1 This Contract is binding on and inures to the benefit of the parties, their successors, and assigns but no interest of Purchaser may be assigned, subcontracted, or otherwise transferred, voluntarily or involuntarily, without the prior written consent of Seller; which consent is conditioned (in Seller's sole discretion) on Seller's approval of the financial wherewithal of any potential assignee; as shown by any relevant information regarding such assignee; including but not limited to the assignee's annual income, liabilities, credit history, etc. Seller's consent to one transfer will not constitute consent to other transfers or waiver of this section. As a condition of such consent, Seller may elect to increase the interest rate under this Contract by not more than 9 % per annum from the date of the transfer. Any increase in the interest rate under this Contract will entitle the Seller to increase monthly payments to the amount necessary to retire the obligation within the stipulated time provided for in this Contract. Any attempted assignment in violation of this provision will be void and of no effect with respect to Seller.

12.2 Purchaser and any other person at any time obligated for the performance of the terms of this Contract hereby waive notice of and consent to any and all extensions and modifications of this Contract or the release of any person or persons from liability under the Contract granted by Seller. Any such extensions or modifications or releases will not in any way release, discharge, or otherwise affect the liability of any person at any time obligated under this Contract or any guarantor of such person's obligations.

## **Section 13. Prior Agreements**

This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all prior or existing written and oral agreements (including any earnest money agreement) between the parties or their representatives relating to the Property.

## **Section 14. Notice**

Any notice under this Contract must be in writing and will be effective when actually delivered in person or five days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid and addressed to the party at the address provided in this Section; or such other address as either party may designate by written notice to the other.

14.1 Notice for the Seller shall be sent to:

Gary Thomas  
Multnomah County Tax Title Division  
501 SE Hawthorne Blvd, Rm. 175  
Portland, Oregon 97214



14.2 Notice for the Purchaser shall be sent to: Sethyn L. Bryan  
2806 NE Alameda St  
Portland OR 97212-1620

### **Section 15. Applicable Law**

This Contract shall be governed by, and construed in accordance with, the laws of the state of Oregon; any cause of action or suit relating to this Contract shall be brought in State Circuit Court for Multnomah County, Oregon.

### **Section 16. Costs and Attorney Fees**

**16.1 No Suit or Action Filed.** If either party to this Contract seeks legal counsel because of a default in the payment or performance of any of its terms, the defaulting party must pay, immediately on demand, the other party's reasonable attorney fees, collection costs, costs of either a litigation or a foreclosure report (whichever is appropriate), even though no suit or action is filed thereon, and any other fees or expenses incurred by the non-defaulting party.

**16.2 Arbitration or Mediation; Trial and Appeal.** If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted to enforce or interpret any of the terms of this Contract, or if suit or action is instituted in a bankruptcy court for a United States District Court to enforce or interpret any of the terms of this Contract, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert Seller's interest in a bankruptcy proceeding, the party not prevailing must pay the prevailing party's costs and disbursements, the fees and expenses of expert witnesses in determining reasonable attorney fees under ORCP 68, the actual cost of a litigation or foreclosure report, and any sums that the court may determine to be reasonable for the prevailing party's attorney fees connected with the trial and any appeal and by petition for review thereof; in addition, the Court must award the prevailing party reasonable attorney fees for collecting any resulting judgment.

**16.3 Definitions.** For purposes of this Contract, the term *attorney fees* includes all charges of the prevailing party's lawyers and their staff (including without limitation legal assistants, paralegals, word processing, and other support personnel) and any post-petition fees in a bankruptcy court. For purposes of this Contract, the term *fees and expenses* includes but is not limited to long-distance telephone charges; expenses of facsimile transmission; expenses for postage (including costs of registered or certified mail and return receipts), express mail, or parcel delivery; mileage and all deposition charges, including but not limited to court reporters' charges, appearance fees, and all costs of transcription; costs incurred in searching records; and the cost of title reports or surveyor's reports.

### **Section 17. Number, Gender, and Captions**

As used in this Contract, the singular includes the plural, and the plural the singular. The masculine and neuter each include the masculine, feminine, and neuter, as the context requires. All captions used in this Contract are intended solely for convenience of reference and in no way limit any of the provisions of this Contract.

### **Section 18. Survival of Covenants**

Any covenants the full performance of which is not required before the closing or final payment of the purchase price and delivery of the deed will survive the closing and the final payment of the purchase price and the delivery of the deed and be fully enforceable thereafter in accordance with their terms.

### **Section 19. Condition of Property**

Purchaser accepts the land, buildings, improvements, any personal property sold under this Contract, and all other aspects of the Property in their present condition, AS IS, WHERE IS,



including latent defects, without any representations or warranties from Seller or any agent or representative of Seller, expressed or implied, except for such warranties that may arise by law under the Deed and except as otherwise specifically set forth in this Contract. Purchaser agrees that Purchaser has ascertained, from sources other than Seller or any agent or representative of Seller, the condition of the Property, its suitability for Purchaser's purposes, and the applicable zoning, building, housing, and other regulatory ordinances and laws affecting the Property. Purchaser accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property.

**Section 20. Memorandum of Contract**

On the Closing Date, the parties will cause a memorandum of this contract to be recorded in the Deed Records of Multnomah County, Oregon, in form and content substantially as set forth in the attached form but, if the parties have not completed such a memorandum in recordable form and delivered the same date to the escrow agent by the Closing Date, this Contract must be recorded in its entirety

**Section 21. Statutory Disclaimer**

The following disclaimer is made pursuant to ORS 93.040(2):  
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.



**Closing Clause:**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the day and year first above written.

**For Seller:**

**For Purchaser:**

**Ted Wheeler, Chair of the Multnomah County Board of Commissioners**

/s/ \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF OREGON) ) ss:  
County of Multnomah )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by

/s/ \_\_\_\_\_

Title: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF OREGON) ) ss:  
County of Multnomah )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by

/s/ \_\_\_\_\_

Title: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Recorded at the request of:

Tax Title
503/4

After recording return to:

Tax Title	Rate	Amount
503/4		

**Until a change is requested,  
all tax statements must be sent  
to the following address:**

Sethyn L. Bryan  
2806 NE Alameda ST  
Portland OR 97212-1620



**MEMORANDUM OF CONTRACT OF SALE**

DATED: \_\_\_\_\_, 2008.

BETWEEN: MULTNOMAH COUNTY, ("Seller")  
(A Political Subdivision of the State of Oregon)  
501 SE Hawthorne, Portland, Oregon 97214

AND: Sethyn L. Bryan ("Purchaser")  
2806 NE Alameda St  
Portland OR 97212-1620

Pursuant to a Contract of Sale dated \_\_\_\_\_, 2008; Seller sold to Purchaser Seller's interest in that certain property in Multnomah County, Oregon, more particularly described as:

**LOT 11 BLOCK 7 WILLBRIDGE.**

If not earlier paid, all amounts owed under the Contract of Sale will be due and payable on \_\_\_\_\_, 2023. The true and actual consideration for this conveyance is \$81,000 \_\_\_\_\_ (US)

The following disclaimer is made pursuant to ORS 93.040(2):

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Property Tax Account No. \_\_\_\_\_



IN WITNESS WHEREOF, the parties have caused this memorandum to be executed as of the day and year first above written.

**For Seller:**

**For Purchaser:**

**Ted Wheeler, Chair of the Multnomah  
County Board of Commissioners**

Print Name: \_\_\_\_\_

STATE OF OREGON)

) SS:

County of Multnomah)

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by

\_\_\_\_\_

/s/

**Title:** \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF OREGON)

) SS:

County of Multnomah)

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by

\_\_\_\_\_

/s/

**Title:** \_\_\_\_\_

My commission expires: \_\_\_\_\_



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 08-122**

Authorizing the Execution of a Contract Between Multnomah County, Seller, and Sethyn L. Bryan, Purchaser of a Tax Foreclosed Property Sold at Public Auction and Deed to Purchaser at Contract Completion

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

- a. On August 6, 2008 Multnomah County conducted a public auction and sale of tax-foreclosed real property, including the property described below (property).
- b. The public sale was conducted consistent with the requirements of ORS 275.110 to 275.250 and MCC Chapter 7.
- c. Sethyn L. Bryan was the highest bidder with a bid of \$81,000 for tax foreclosed Property located at 6031 NW 60<sup>th</sup> Ave in Multnomah County.
- d. The Sheriff delivered to the purchaser a Certificate of Sale as required under ORS 275.150 containing the legal description of the property, the whole purchase price, the amount paid in cash, and the dates upon which future payments will become due.

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

1. The Chair on behalf of Multnomah County is authorized to execute a purchase agreement with Sethyn L. Bryan, the Purchaser; substantially in compliance with the draft "Contract of Sale" agreement as set forth in the attached Exhibit A.
2. Simultaneously with the execution of the Contract of Sale, the County and Purchaser shall execute a "Memorandum of Contract of Sale" substantially in compliance with the draft of said Memorandum as set forth in the attached Exhibit A; which shall be recorded in the County's Deed Records.
3. Upon Purchaser's performance of all the obligations of the Contract and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County, is authorized to execute a bargain and sale deed conveying to Sethyn L. Bryan, the following described real property:

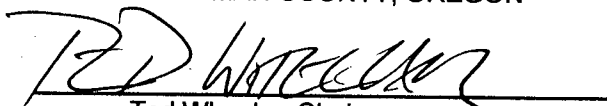
LOT 11 BLOCK 7

WILLBRIDGE

ADOPTED this 11th day of September, 2008.




BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Dept. of Community Services



## CONTRACT OF SALE

### Opening Clause:

DATED: \_\_\_\_\_, 2008.

BETWEEN: MULTNOMAH COUNTY, ("Seller")  
(A Political Subdivision of the State of Oregon)  
501 SE Hawthorne, Portland, Oregon 97214

AND: Sethyn L. Bryan ("Purchaser")  
2806 NE Alameda St  
Portland OR 97212-1620

Seller owns real property located in Multnomah County, Oregon, and more particularly described as:

LOT 11 BLOCK 7 WILLBRIDGE

(hereinafter the "Property"). Seller agrees to sell the Property to Purchaser and Purchaser agrees to buy the Property from Seller for the price and on the terms and conditions set forth below:

**Tax Statement:** Until a change is requested, all tax statements shall be sent to:

Sethyn L. Bryan  
2806 NE Alameda St  
Portland OR 97212-1620

### Section 1. Purchase Price and Payment

**1.1 Total Purchase Price.** Purchaser promises to pay Seller as the total purchase price for the Property the sum of \$81,000 (US).

**1.2 Payment of Total Purchase Price.** The total purchase price will be paid as follows:

**1.2.1 Down Payment.** On or before the Closing Date, as defined in Section 3.1, Purchaser will pay the sum of \$16,200 in immediately available funds as a down payment of 20% on the purchase price, which sum will include any amount previously paid to Seller; to be applied to the purchase price at closing.

**1.2.2 Interest Rate and Scheduled Payment Dates.** Interest on the remaining balance of \$64,800 will accrue at the rate of 7% per annum from the Closing Date.

The unpaid balance of the purchase price will be paid in monthly installments of principal and all accrued but unpaid interest with the first installment due on \_\_\_\_\_, 2008, and with subsequent installments due on the 15th day of each month thereafter. If the Closing Date falls on a date other than the first day of a monthly installment period, at closing, Purchaser will pay an amount equal to the interest that will accrue from \_\_\_\_\_ (*Insert Closing Date*) through the end of the first partial month in which closing occurs. Each payment will be applied first to interest to due date, then to amounts past due to Seller under this contract other than principal or interest, and the balance to principal.

**1.2.3 Maturity Date.** All unpaid principal and all accrued but unpaid interest must be paid in full on \_\_\_\_\_, 2023 the 15<sup>th</sup> anniversary of the Closing Date.

**1.3 Prepayments.** Purchaser may on any installment due date prepay without penalty all or any portion of the unpaid principal. All prepayments will be applied first to accrued but unpaid interest to date, then to amounts due Seller under this Contract other than principal or interest, then to the last installment of principal scheduled under this Contract, and will not excuse Purchaser from making the regular monthly payments when due under this Contract until



the remaining balance has been paid in full. This paragraph applies to any payments due under this Contract that are accelerated because of Purchaser's default under any of the provisions of this Contract.

**1.4 Payments to Third Parties.** If Purchaser fails to pay when due any amounts required under this Contract to be paid to third parties by Purchaser, Seller may, but will not be obligated to, pay any or all such amounts directly to such third parties or otherwise to cure any such failure. If Seller makes any such payments, the amounts so paid will be immediately due and payable by Purchaser to Seller. Until paid, such amounts will be secured by this Contract and will be added to the principal balance due under this Contract and will bear interest at the Contract rate. Seller's election to make any payments pursuant to this Section 1.4 will not constitute a waiver of Seller's right to declare Purchaser to be in default of this Contract and to exercise any remedies described in Section 9.2. In the event of any such payment by Seller, Seller will also be subrogated to the rights of the third party to whom the payment is made.

### **WARNING**

Unless Purchaser provides Seller with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

**1.5 Place of Payments.** All payments to Seller must be made to the address shown above or to another place or person that Seller may designate by written notice to Purchaser.

## **Section 2. Taxes and Liens**

**2.1 Obligation to Pay.** Purchaser must pay when payable all taxes and assessments that are levied against the Property after the Closing Date but Purchaser may elect to pay taxes and assessments in accordance with any available installment method.

**2.2 Tax Statements.** Purchaser will provide Seller with written evidence reasonably satisfactory to Seller that all taxes and assessments have been paid when due. Purchaser will submit this evidence on the request of Seller, which request must be made no more frequently after each required payment of taxes and assessments.

## **Section 3. Closing**

**3.1 Closing Date.** This transaction must be closed on \_\_\_\_\_, 2008. As used in this Contract, the **Closing Date** means the date on which this Contract or a memorandum of this Contract is recorded. The closing will occur at the offices of Multnomah County.

**3.2 Responsibility of Parties.** At closing, Purchaser must pay the amount of cash specified in Section 1.2.1 above, and Seller must have received a commitment for the issuance of a purchaser's policy of title insurance as described in Section 6.



**3.3 Prorates and Closing Costs.** Except as otherwise provided in this Contract, all items to be prorated will be prorated as of \_\_\_\_\_, 2008.

**Section 4. Possession**

**4.1 Possession.** Purchaser will be entitled to possession of the Property from and after \_\_\_\_\_, 2008; however, Seller and Seller's agents may enter on the Property at reasonable times on reasonable prior notice to Purchaser for the purpose of inspecting the Property.

**Section 5. Maintenance and Alterations**

**5.1 Maintenance.** Purchaser will keep all buildings, other improvements, and landscape now existing or that will be placed on the Property in good condition and repair, and will not permit any waste or removal of the improvements, nor make any substantial improvements or alterations without the prior written consent of Seller.

**5.1.1 Improvements.** If Purchaser desires to alter or further improve all or any portion of the Property, Purchaser must first submit complete final plans, specifications, site plans, drawings, schedules, and cost estimates for the proposed alteration or improvement and obtain Seller's written consent before proceeding to do or permit any work or to order any services or materials with respect to that work. As a condition of granting its consent, among other conditions, Seller may require Purchaser to provide a construction and completion bond or other security in an amount and of a nature satisfactory to Seller to cover the proposed costs of construction of the proposed alterations or improvements. All alterations and improvements constructed by or for Purchaser must be completed by reputable Oregon licensed contractors without defects in conformance, lien-free, with plans, specifications, and drawings approved beforehand in writing by Seller as provided above, and in conformance with standards in the industry. No approval by Seller will be deemed a representation or warranty of Seller that the approved items or conduct are otherwise lawful, safe, or appropriate, or relieve Purchaser from strict compliance with all other provisions of this Contract and all applicable law.

**5.1.2 Prohibited Activities.** Purchaser will not use or suffer the use of all or any of the Property for any "nuisance" as defined in ORS 105.555, or so as to constitute an *illegal drug manufacturing site* as that term is defined in ORS 453.858(2), as those statutes may now or hereafter be amended, supplemented, or superseded, or otherwise do or allow any act or omission on or about the Property that could subject the Property or Seller's or Purchaser's interest in the Property to forfeiture or the risk of forfeiture.

**5.1.3 Governmental Damage.** If any damage or destruction of the Property or any portion of it is caused by any governmental or quasi-governmental authority, and to the extent that the same is not a compensable taking under the state or federal constitution, or directly caused by the act or omission of Seller, Purchaser will promptly repair and restore the same at its expense.

**5.1.4 Timber and Minerals.** Purchaser will not cut or remove any timber or forest products from the Property. Purchaser will not extract, process, mine, or otherwise exploit any oil, gas, mineral, or other valuable deposit on or under the Property.

**5.1.5 Hazardous Substances.** Purchaser will comply fully with all laws pertaining to the protection of human health and the environment, including but not limited to employee and community right-to-know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal, or other handling of Hazardous Substances. Purchaser will promptly advise Seller in writing of any Hazardous Substances regulated by such laws that are used, generated, manufactured, stored, transported, or otherwise handled on the Property. Purchaser will exercise extreme care in handling any Hazardous Substances and will not cause or permit Hazardous Substances to be spilled, leaked, disposed of, or otherwise released on the Property. The term *Hazardous Substance* means any hazardous, toxic, radioactive, or infectious substance, material, or waste as defined, listed, or regulated under any law pertaining to the



protection of human health or the environment, and includes without limitation petroleum oil and its fractions.

## **Section 6. Insurance**

**6.1 Property Damage Insurance.** Purchaser will procure and maintain policies of all-risk insurance with standard extended coverage endorsements on a replacement-cost basis covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Seller (under a standard mortgagee's clause) and Purchaser as their respective interests may appear. The policies must be primary with respect to all covered risks, and must be written in such form with such terms and by such insurance companies reasonably acceptable to Seller. Purchaser will deliver to Seller certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 15 days' written notice to Seller. In the event of loss, Purchaser will give immediate notice to Seller. Seller may make proof of loss if Purchaser fails to do so within 15 days of the casualty.

**6.2 Liability Insurance.** During the term of this Contract, Purchaser will maintain commercial general liability insurance with an aggregate limit of not less than \$2,000,000; limit of not less than \$1,000,000 per occurrence. Such insurance must be written on an occurrence basis and must be primary with respect to all other insurance covering any of the insured risks; must cover all risks arising directly or indirectly out of Purchaser's activities on or any condition of the Property, whether or not related to an occurrence caused or contributed to by Seller's negligence; must include a contractual liability clause to protect Purchaser against the claims of Seller on account of the obligations assumed by Purchaser under Section 7; and must protect Seller and Purchaser against claims of third persons. Such policies must be written in such form, with such terms and by such insurance companies reasonably acceptable to Seller. Purchaser will deliver to Seller certificates of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of 15 days' written notice to Seller.

**6.3 Purchaser's Report on Insurance.** Within 60 days after the close of each calendar year Purchaser will furnish to Seller a report on each existing policy of insurance required under this Contract showing:

- (1) The name of the insurer;
- (2) The risks insured;
- (3) The amount of the policy;
- (4) The property insured, the then-current replacement cost of the property, and the manner of determining that cost; and
- (5) The expiration date of the policy.

Upon Seller's request, Purchaser will have an independent appraiser satisfactory to Seller determine the replacement cost of the Property.

**6.4 Application of Proceeds.** All proceeds of any insurance on the Property must be paid to and held by Seller. Purchaser will repair or replace the damaged or destroyed improvements in a manner satisfactory to Seller. On satisfactory proof of lien-free restoration of the Property to at least its condition and value immediately before the damage or destruction, Seller will pay or reimburse Purchaser from the proceeds (net of Seller's reasonable cost of recovering and administering such proceeds and monitoring Purchaser's restoration activities) for the reasonable cost of repair or restoration to the extent of such proceeds received by Seller. If Purchaser elects not to restore the Property, and the net proceeds are sufficient to pay all amounts owed Seller under this Contract; at the election of Seller; Seller will retain a sufficient amount of the proceeds to pay all amounts owed Seller under this Contract, and will pay the balance to Purchaser. Any proceeds that have not been paid out within thirty (30) days after their receipt and that Purchaser has not committed to the repair or restoration of the Property must be used to prepay first accrued interest and then principal of Purchaser's indebtedness.



**Section 7. Purchaser's Indemnification of Seller.** Purchaser will forever indemnify, reimburse, and hold Seller, its employees, officers; agents and contractors (the Indemnities) harmless and, at Seller's election, defend the Indemnities for, from, and against any and all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with (1) Purchaser's possession or use of the Property, (2) Purchaser's conduct with respect to the Property, (3) any condition of the Property to the extent that the same arises from or after the Closing Date and is not caused or contributed to by Seller, or (4) Purchaser's breach of any warranty or representation made by Purchaser in this Contract. In the event of any litigation or proceeding brought against Seller and arising out of or in any way connected with any of the above events or claims, against which Purchaser agrees to defend Seller, Purchaser will, on notice from Seller, vigorously resist and defend such actions or proceedings in consultation with Seller through legal counsel reasonably satisfactory to Seller. These obligations with respect to the acts or omissions of the Purchaser will run to any invitee, partner, agent, employee, director, officer, contractor, tenant, permittee of Purchaser and will survive any termination or satisfaction of this contract.

**Section 8. Deed**

On payment of the total purchase price for the Property as provided in this Contract and Purchaser's performance of all other terms, conditions, and provisions of this Contract, Seller will forthwith deliver to Purchaser a bargain and sale deed conveying the Property.

**Section 9. Default**

**9.1 Events of Default.** Time is of the essence of this Contract. A default will occur under any of the following circumstances:

(1) Purchaser's failure to make any payment when due. No notice of default and no opportunity to cure will be required if during any 12-consecutive-month period Seller has already sent two notices to Purchaser concerning nonpayment or late payment under this Contract.

(2) Purchaser's failure to perform any other obligations contained in this Contract within 15 days after notice from Seller specifying the nature of the default or, if the default cannot be cured within 15 days, failure within such time to commence and pursue curative action with reasonable diligence. No notice of default and no opportunity to cure will be required if, during any 12-consecutive-month period, Seller has already sent two notices to Purchaser concerning default in the performance of the same Contract provision.

(3) Purchaser's dissolution, termination of existence, insolvency on a balance-sheet basis, or business failure; Purchaser's commencement of a voluntary case under the federal bankruptcy laws or under other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Purchaser in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Purchaser to the appointment of a receiver, trustee, or custodian of Purchaser or of any of Purchaser's property; Purchaser's assignment for the benefit of creditors or Purchaser's failure generally to pay its debts as they become due. If (one of the parties collectively referred to as Purchaser / a party standing in the place of Purchaser) suffers an event of default under this subsection, that event of default will be considered the default of Purchaser.

(4) Purchaser's making or suffering a fraudulent transfer or conveyance under applicable federal or state law; Purchaser's concealment of any of its property from creditors; Purchaser's making or suffering a preference within the meaning of the federal bankruptcy law; or the imposition of a lien through legal proceedings or distraint on any of the property of Purchaser. If one of the parties collectively referred to as Purchaser suffers an event of default under this subsection, that event of default will be considered the default of Purchaser.



**9.2 Remedies of Default.** In the event of a default, Seller may take any one or more of the following steps:

(1) Seller may elect to cancel this land sale contract as provided under ORS 275.220.  
(2) Seller may declare the entire balance of the purchase and interest immediately due and payable.

(3) Seller may foreclose this Contract by suit in equity.

(4) Seller may specifically enforce the terms of this Contract by suit in equity.

(5) With respect to any part of the Property that constitutes personal property in which Seller has a security interest, Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.

(6) If Purchaser fails to make any payment within 15 days after it is due, Seller may elect to impose a late charge not to exceed five cents per dollar of the installment, in addition to and not in lieu of any and all other rights and remedies available to Seller. Seller's demand or acceptance of such a late charge will not cure or waive Purchaser's default.

(7) Seller will be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Property exceeds the amount of the balance due under this Contract, and any receiver appointed may serve without bond. Employment by Seller will not disqualify a person from serving as a receiver. On taking possession of all or any part of the Property, the receiver may:

(a) Use, operate, manage, control, and conduct business on the Property and make necessary expenditures for all maintenance and improvements that in its judgments are proper;

(b) Collect all rents, revenues, income, issues, and profits (the "Income") from the Property and apply those sums to the necessary expenses of use, operation, and management;

(c) At Seller's option, complete any construction in progress on the Property and, in that connection, pay all bills, borrow funds, employ contractors, and make any changes in plans and specifications as Seller deems appropriate.

If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as the receiver deems necessary for the purposes stated in this paragraph, and repayment of those sums will be secured by this Contract. Amounts borrowed from or advanced by Seller will bear interest at the same rate as the balance of the purchase price under this Contract from the date of expenditure until repaid and must be paid by Purchaser on demand.

(8) Purchaser hereby assigns to Seller all the Income from the Property, whether now or hereafter due. Before default, Purchaser may operate and manage the Property and collect the Income from the Property. In the event of default and at any time thereafter, Seller may revoke Purchaser's right to collect the Income from the Property and may, either itself or through a receiver, collect the same. To facilitate collection, Seller may notify any tenant or other user to make payments of rents or use fees directly to Seller. If the Income is collected by Seller, then Purchaser irrevocably designates Seller as Purchaser's attorney-in-fact with full power of substitution and coupled with an interest to endorse instruments received in payment thereof in the name of Purchaser and to negotiate the same and collect the proceeds. Payments by tenants or other users to Seller in response to Seller's demand will satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Seller will apply the Income first to the Seller's expenses of renting or collection and the balance (if any) to the payment of sums due from Purchaser to Seller under this Contract.

**9.3 Remedies Not Exclusive.** The remedies provided above are nonexclusive and in addition to any other remedies provided by law.

## **Section 10. Annual Reports**

Within 60 days after the close of each calendar year, if applicable Purchaser will furnish to Seller a statement of net operating income received from the Property during the previous calendar year prepared in accordance with generally accepted accounting principles consistently



applied in such detail as Seller requires, "**Net operating income**" means all cash receipts from the Property minus all reasonable and customary expenditures made in connection with the operation of the Property.

#### **Section 11. Waiver**

The failure of either party at any time to require performance of any provision of this Contract will not limit the party's right to enforce the provision except to the extent expressly set forth in a writing signed by that party; nor will any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

#### **Section 12. Assignment and Successor Interests**

12.1 This Contract is binding on and inures to the benefit of the parties, their successors, and assigns but no interest of Purchaser may be assigned, subcontracted, or otherwise transferred, voluntarily or involuntarily, without the prior written consent of Seller; which consent is conditioned (in Seller's sole discretion) on Seller's approval of the financial wherewithal of any potential assignee; as shown by any relevant information regarding such assignee; including but not limited to the assignee's annual income, liabilities, credit history, etc. Seller's consent to one transfer will not constitute consent to other transfers or waiver of this section. As a condition of such consent, Seller may elect to increase the interest rate under this Contract by not more than 9 % per annum from the date of the transfer. Any increase in the interest rate under this Contract will entitle the Seller to increase monthly payments to the amount necessary to retire the obligation within the stipulated time provided for in this Contract. Any attempted assignment in violation of this provision will be void and of no effect with respect to Seller.

12.2 Purchaser and any other person at any time obligated for the performance of the terms of this Contract hereby waive notice of and consent to any and all extensions and modifications of this Contract or the release of any person or persons from liability under the Contract granted by Seller. Any such extensions or modifications or releases will not in any way release, discharge, or otherwise affect the liability of any person at any time obligated under this Contract or any guarantor of such person's obligations.

#### **Section 13. Prior Agreements**

This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all prior or existing written and oral agreements (including any earnest money agreement) between the parties or their representatives relating to the Property.

#### **Section 14. Notice**

Any notice under this Contract must be in writing and will be effective when actually delivered in person or five days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid and addressed to the party at the address provided in this Section; or such other address as either party may designate by written notice to the other.

14.1 Notice for the Seller shall be sent to:

Gary Thomas  
Multnomah County Tax Title Division  
501 SE Hawthorne Blvd, Rm. 175  
Portland, Oregon 97214

14.2 Notice for the Purchaser shall be sent to: Sethyn L. Bryan  
2806 NE Alameda St  
Portland OR 97212-1620

#### **Section 15. Applicable Law**



This Contract shall be governed by, and construed in accordance with, the laws of the state of Oregon; any cause of action or suit relating to this Contract shall be brought in State Circuit Court for Multnomah County, Oregon.

#### **Section 16. Costs and Attorney Fees**

**16.1 - No Suit or Action Filed.** If either party to this Contract seeks legal counsel because of a default in the payment or performance of any of its terms, the defaulting party must pay, immediately on demand, the other party's reasonable attorney fees, collection costs, costs of either a litigation or a foreclosure report (whichever is appropriate), even though no suit or action is filed thereon, and any other fees or expenses incurred by the non-defaulting party.

**16.2 Arbitration or Mediation; Trial and Appeal.** If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted to enforce or interpret any of the terms of this Contract, or if suit or action is instituted in a bankruptcy court for a United States District Court to enforce or interpret any of the terms of this Contract, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert Seller's interest in a bankruptcy proceeding, the party not prevailing must pay the prevailing party's costs and disbursements, the fees and expenses of expert witnesses in determining reasonable attorney fees under ORCP 68, the actual cost of a litigation or foreclosure report, and any sums that the court may determine to be reasonable for the prevailing party's attorney fees connected with the trial and any appeal and by petition for review thereof; in addition, the Court must award the prevailing party reasonable attorney fees for collecting any resulting judgment.

**16.3 Definitions.** For purposes of this Contract, the term *attorney fees* includes all charges of the prevailing party's lawyers and their staff (including without limitation legal assistants, paralegals, word processing, and other support personnel) and any post-petition fees in a bankruptcy court. For purposes of this Contract, the term *fees and expenses* includes but is not limited to long-distance telephone charges; expenses of facsimile transmission; expenses for postage (including costs of registered or certified mail and return receipts), express mail, or parcel delivery; mileage and all deposition charges, including but not limited to court reporters' charges, appearance fees, and all costs of transcription; costs incurred in searching records; and the cost of title reports or surveyor's reports.

#### **Section 17. Number, Gender, and Captions**

As used in this Contract, the singular includes the plural, and the plural the singular. The masculine and neuter each include the masculine, feminine, and neuter, as the context requires. All captions used in this Contract are intended solely for convenience of reference and in no way limit any of the provisions of this Contract.

#### **Section 18. Survival of Covenants**

Any covenants the full performance of which is not required before the closing or final payment of the purchase price and delivery of the deed will survive the closing and the final payment of the purchase price and the delivery of the deed and be fully enforceable thereafter in accordance with their terms.

#### **Section 19. Condition of Property**

Purchaser accepts the land, buildings, improvements, any personal property sold under this Contract, and all other aspects of the Property in their present condition, AS IS, WHERE IS, including latent defects, without any representations or warranties from Seller or any agent or representative of Seller, expressed or implied, except for such warranties that may arise by law under the Deed and except as otherwise specifically set forth in this Contract. Purchaser agrees that Purchaser has ascertained, from sources other than Seller or any agent or representative of Seller, the condition of the Property, its suitability for Purchaser's purposes, and the applicable zoning, building, housing, and other regulatory ordinances and laws affecting the Property.



Purchaser accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property.

**Section 20. Memorandum of Contract**

On the Closing Date, the parties will cause a memorandum of this contract to be recorded in the Deed Records of Multnomah County, Oregon, in form and content substantially as set forth in the attached form but, if the parties have not completed such a memorandum in recordable form and delivered the same date to the escrow agent by the Closing Date, this Contract must be recorded in its entirety

**Section 21. Statutory Disclaimer**

The following disclaimer is made pursuant to ORS 93.040(2):  
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.



Closing Clause:

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the day and year first above written.

For Seller:

For Purchaser:

/s/ Ted Wheeler  
Ted Wheeler, Chair of the Multnomah  
County Board of Commissioners

/s/ \_\_\_\_\_

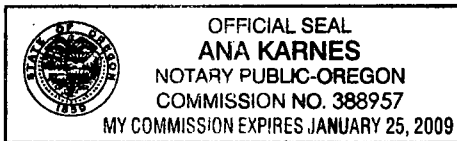
Print Name: \_\_\_\_\_

STATE OF OREGON)

) ss:

County of Multnomah )

This instrument was acknowledged before me on SEPTEMBER 11, 2008, by  
TED WHEELER



/s/ Ana Karnes

Title: NOTARY

My commission expires: JANUARY 25, 2009

STATE OF OREGON)

) ss:

County of Multnomah )

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by  
\_\_\_\_\_

/s/ \_\_\_\_\_

Title: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Recorded at the request of:

Tax Title

503/4

After recording return to:

Tax Title

503/4

Until a change is requested,  
all tax statements must be sent  
to the following address:

Sethyn L. Bryan

2806 NE Alameda ST

Portland OR 97212-1620



**MEMORANDUM OF CONTRACT OF SALE**

DATED: \_\_\_\_\_, 2008.

BETWEEN: MULTNOMAH COUNTY, ("Seller")  
(A Political Subdivision of the State of Oregon)  
501 SE Hawthorne, Portland, Oregon 97214

AND: Sethyn L. Bryan ("Purchaser")  
2806 NE Alameda St  
Portland OR 97212-1620

Pursuant to a Contract of Sale dated \_\_\_\_\_, 2008; Seller sold to Purchaser Seller's interest in that certain property in Multnomah County, Oregon, more particularly described as:

**LOT 11 BLOCK 7 WILLBRIDGE.**

If not earlier paid, all amounts owed under the Contract of Sale will be due and payable on \_\_\_\_\_, 2023. The true and actual consideration for this conveyance is \$81,000 \_\_\_\_\_ (US)

The following disclaimer is made pursuant to ORS 93.040(2):

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Property Tax Account No. \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed as of the day and year first above written.



For Seller:

Ted Wheeler  
Ted Wheeler, Chair of the Multnomah  
County Board of Commissioners

For Purchaser:

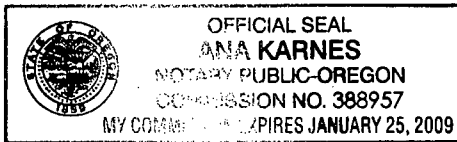
Print Name: \_\_\_\_\_

STATE OF OREGON)

) ss:

County of Multnomah)

This instrument was acknowledged before me on SEPTEMBER 11, 2008, by  
TED WHEELER.



/s/

Ana Karnes  
Title: NOTARY

My commission expires: JANUARY 25, 2009

STATE OF OREGON)

) ss:

County of Multnomah)

This instrument was acknowledged before me on \_\_\_\_\_, 2008, by  
\_\_\_\_\_.

/s/

Title: \_\_\_\_\_

My commission expires: \_\_\_\_\_





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 9-11-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 09/11/08  
Agenda Item #: C-6  
Est. Start Time: 9:30 AM  
Date Submitted: 08/26/08

### BUDGET MODIFICATION: DCHS-05

**Agenda Title:** Budget Modification DCHS-05 Increasing SUN Service System Federal/State Appropriation by \$100,000 in Oregon Commission on Children and Families One-Time-Only Grant Funding

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

**Requested Meeting:** September 11, 2008 **Amount of Time Needed:** 5 minutes  
**Department:** County Human Services **Division:** SUN Service System  
**Contact(s):** Kathy Tinkle  
**Phone:** 988-3691 **Ext.** 26858 **I/O Address:** 167/620  
**Presenter(s):** Peggy Samolinski

### General Information

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

The Department of County Human Services recommends approval of budget modification DCHS-05 increasing SUN Service System Federal/State appropriation by \$100,000.

#### 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 Oregon Commission on Children and Families (OCCF) community schools initiative promotes the development and vitality of community school sites across all Oregon's towns and neighborhoods. The initiative includes the development of new startup community school sites and through a Request for Proposal, the provision of technical assistance to plan, design, initiate, develop, and sustain local collaborative community schools.

The DCHS, through the SUN Service System, currently supports 53 SUN Community Schools across Multnomah County through program development guidance and technical assistance in a variety of forms. Our experience with implementing and supporting SUN Community Schools offers us the unique credentials to provide training and technical assistance to others. We have



developed training tools and implementation strategies that lend themselves to replication. The Department has experience providing technical assistance and training, both within the state and in other parts of the United States.

Our model for this project will use a limited duration (0.80 FTE) Program Development Specialist employed by Multnomah County and a pool of knowledgeable trainers and area experts from across our partners. The trainers and area experts are likely to be drawn from current SUN Service System partners such as Portland Parks and Recreation, SUN Community School Principals, and Non-profit providers. The experience and expertise of these partners, both individually and collectively, gives us a rich pool to draw from for this training and technical assistance. A key partner in this effort will be the Oregon School Board Association; their staff history of providing such training and technical assistance to rural Oregon communities will be important to the project success,

This action affects Program Offer 25145A – SUN Community Schools. Deliverables for this grant include the following:

- Development of individualized work plans that spell out technical assistance, consultation and training for five (5) start-up community schools, which will be located in the following counties: Columbia, Coos, Douglas, Deschutes and Hood River.
- Development of plans to assist sites who would like to pursue funding for Community Schools.
- Two regional trainings for community schools across the state.
- Completion of a Community Schools Resource/Best Practice Binder and CD.
- Assistance to the OCCF Community Schools Steering Committee to present to interested groups about Community Schools in order to promote the community school concept and share findings about this initiative.

The funds are, at this time, slated as one-time-only through June 30, 2009. Thus we do not anticipate funding beyond that date.

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

SUN OCCF revenue will increase by \$100,000. Personnel expenses will increase by \$55,309 and 0.80 FTE and Professional Services will increase by \$8,240. Direct Materials and Services expenses will increase by \$32,790 and grant paid indirect will increase by \$3,661.

Department indirect revenue increases by \$1,667, with a corresponding increase in supplies.

Service reimbursement from the Federal/State fund to the General fund will increase by \$1,994.

Service reimbursement from the Federal/State fund to the Risk fund will increase by \$9,743.

**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



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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**

The SUN Service System will receive \$100,000 in new revenue from the Oregon Commission on Children and Families.

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

The SUN Service System Community Schools budget will increase by \$100,000.

- **What do the changes accomplish?**

This budget modification allows us to hire a .80 FTE limited duration PDS to carry out this project. The overall budget includes funding for staff, professional services, materials and supplies necessary to successfully complete the project.

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

Yes, this budget modification will add a 0.80 FTE limited duration Program Development Specialist position.

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

Indirect costs are allowed by the grant and are included in the budget modification.

- **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?**

We do not anticipate seeking additional funding outside of this grant, independently of the State Commission on Children and Families. If the State is successful in receiving ongoing funding for the initiative beyond FY09, we will work with them to continue and expand this project. Absent that, as stated, it will simply end.

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

The grant period is August 1, 2008 thru June 30, 2009.

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

We will let the project end, and the staff will be terminated.

<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense &amp; Revenues Worksheet and/or a Budget Modification Personnel Worksheet.</i></p>
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## ATTACHMENT B

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**BUDGET MODIFICATION: DCHS-05**

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### Required Signatures

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

*Kathy Linker for Joanne Fuller*

**Date:** 08/25/08

**Budget Analyst:**

*Angela Burdine*

**Date:** 08/28/08

**Department HR:**

*Paula Brunt*

**Date:** 08/26/08

**Countywide HR:**

**Date:**



Budget Modification ID: **DCHS-05****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2009

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	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60000	-	34,667	34,667		Permanent
2	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60130	-	10,899	10,899		Salary Related Exp
3	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60140	-	9,743	9,743		Insurance Benefits
4	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60210	-	1,400	1,400		Rental
5	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60170	-	8,240	8,240		Prof Services
6	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60180	-	3,000	3,000		Printing
7	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60240	-	3,250	3,250		Supplies
8	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60250	-	6,000	6,000		Food
9	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60260	-	15,866	15,866		Travel & Training
10	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60270	-	3,274	3,274		Local Travel
11	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60350	-	1,994	1,994		Central Indirect
12	22-20	32294	25145A	40			SCPSP.SUN.OCCF	60355	-	1,667	1,667		Dept Indirect
13	22-20	32294	25145A	40			SCPSP.SUN.OCCF	50180		(100,000)	(100,000)		Direct State
14										0			
15	72-10	3500		20		705210		50316			(9,743)		Svc Reim F/S to Risk
16	72-10	3500		20		705210		60330			9,743		Claims Paid
17													
18	19	1000		20		9500001000		50310			(1,994)		Svc Reim F/S to General
19	19	1000		20		9500001000		60470			1,994		Contingency
20										0			
21	26-00	1000	25000	40			CHSDO.IND1000	50370		(1,667)	(1,667)		Dept. Indirect Revenue
22	26-00	1000	25000	40			CHSDO.IND1000	60240		1,667	1,667		Supplies
23										0			
24										0			
25										0			
26										0			
27										0			
28										0			
29										0			
											0	0	Total - Page 1
											0	0	GRAND TOTAL



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

							ANNUALIZED			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	6021		SCPSP.SU	Program Development Specialist		1.00	49,525	15,571	13,919	79,015
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						1.00	49,525	15,571	13,919	79,015

**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	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	6021		SCPSP.SU	Program Development Specialist		0.80	34,667	10,899	9,743	55,309
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						0.80	34,667	10,899	9,743	55,309





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 09/11/08  
Agenda Item #: R-1  
Est. Start Time: 9:30 AM  
Date Submitted: 09/02/08

**Agenda Title:** Appointment of Lisa Alfano, Darren Beatty and Jeanne McPherson to the Multnomah County Audit Committee

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

Requested Meeting Date: September 11, 2008 Amount of Time Needed: 5 mins  
Department: Non Departmental Division: Auditors Office  
Contact(s): Judy Rosenberger  
Phone: 503 988-3320 Ext. 83320 I/O Address: 503/601  
Presenter(s): LaVonne Griffin-Valade

### General Information

1. What action are you requesting from the Board?  
Appointment of Audit Committee Members
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.  
See Attached
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

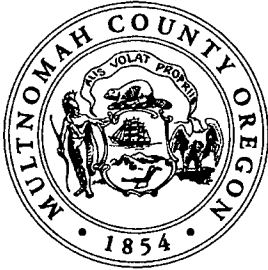
### Required Signature

Elected Official or  
Department/  
Agency Director:

LaVonne Griffin-Valade

Date: Sept. 2, 2008





## LaVonne Griffin-Valade Multnomah County Auditor

501 SE Hawthorne Room 601  
Portland, Oregon 97214  
Phone: (503) 988-3320

To: Ted Wheeler, County Chair  
Board of County Commissioners

From: LaVonne Griffin-Valade, County Auditor *LaVonne Griffin-Valade*

Subject: Appointment of Audit Committee Members

Date: August 28, 2008

The County's Audit Committee has three vacancies. Two are new citizen positions added by County Ordinance 1101 adopted October 18, 2007, and one position caused by an existing vacancy. Two of the positions are for three years and one is for two years to meet the requirement of staggering terms. The Citizen Involvement Committee has recommended three individuals with backgrounds we believe will enhance the Audit Committee.

1. 3-year position ending June 30, 2011 - Darren Beatty is development director for the Oregon Council for the Humanities and has served as a board member of the Friends of the Multnomah County Library and as treasurer for the Student Division of Oregon Trial Lawyers Association.
2. 3-year position ending June 30, 2011 - Lisa Alfano is a human resources consultant and business analyst professional. She is currently a MPA student at PSU School of Government and has experience working with the Urban League of Portland, the Center of Family Success and part of the Citizen Board Review Committee for the Portland Public School District.
3. 2-year position ending June 30, 2010 - Jeanne McPherson is office manager and director of development for St. Philip Neri Parish. Jeannie has many years experience with the county on the Citizen's Advisory Committee, served as chair, and was a citizen member of the guidance team under the County's priority based budget process.





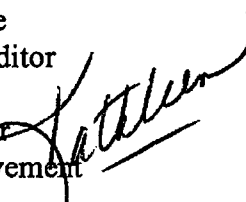
Office of Citizen Involvement  
**MULTNOMAH COUNTY OREGON**

501 SE Hawthorne Blvd., Room 192  
Portland, Oregon 97214  
503-988-3450 phone  
503-988-5674 fax  
[www.citizenweb.org](http://www.citizenweb.org)

August 26, 2008

MEMORANDUM

To: Lavonne Griffin-Valade  
Multnomah County Auditor

From: Kathleen Todd, Director   
Office of Citizen Involvement

Re: Audit Committee Appointments

Multnomah County's Citizen Involvement Committee (CIC) forwards Lisa Alfano, Jeannie McPherson, and Darren Beatty for appointment to the Audit Committee. They are recommended by the CIC to fill the three vacant independent citizen slots. The following applies:

Lisa Alfano  
1901 N Farragut St.  
Portland, OR 97217  
503-221-4676 [alfanolm@gmail.com](mailto:alfanolm@gmail.com)

Jeannie McPherson  
4112 SE Woodward St  
Portland, OR 97202  
503-234-8069 [Jeanneevens1@stphilipneripdx.org](mailto:Jeanneevens1@stphilipneripdx.org)

Daren Beatty  
812 SW Washington, #225  
Portland, OR 97205  
503-724-1310 [dbeatty@clark.org](mailto:dbeatty@clark.org)

The CIC is pleased that Lisa, Jeannie, and Darren have already attended a meeting with your group and have agreed to serve on the Audit Committee. The CIC is certain that these nominees will make valuable contributions as your process moves forward.

Please feel free to give me a call at 503- 988-3450 (x83450), if you have any questions or concerns.

cc: Judith Devilliers  
CIC/file





## MULTNOMAH COUNTY OREGON

### INTEREST FORM FOR CITIZEN ADVISORY BOARDS AND COMMISSIONS

In order to assess qualifications for appointment, it is important to fill out this form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume detailing your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

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

\_\_\_\_\_

Multnomah County Audit Committee

- B. Name: Lisa Alfano\_\_\_\_\_

Home Address: 1901 N. Farragut Street\_\_\_\_\_

City: \_\_\_Portland\_\_\_ State: \_\_\_OR\_\_\_ Zip: \_\_\_97217\_\_\_

Home Phone: \_\_\_971-221-4676 Email Address: \_\_\_alfanolm@gmail.com\_

Are you a resident of Multnomah County? Yes: \_\_\_X No: \_\_\_\_\_

- C. Current Employer: \_n/a-Currently attending graduate school at PSU and in the midst of my 'field experience' (aka internship)

Work Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Job Title: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes: \_\_\_\_\_ No: \_\_\_\_\_



D. Please list current and past volunteer activities:

<b>Dates:</b>	<b>Name of Organization:</b>	<b>Responsibilities:</b>
2008	Urban League of Portland	Donor database research
2005-2007 sporadically	Center for Family Success	Logistics Coordinator; front desk reception; child care provider; event planner; whatever help they needed at any given time
2006 school year; 2007 school year	Citizen Board Review Committee for the Portland Public School district	Reviewed the district's budget for 2 school year cycles; made recommendations to the Superintendent (Vicki Phillips at the time) and the School Board

E. List name, address and telephone numbers of two people who may be contacted as personal references:

Midge Purcell, 503-280-2626 (work)  
Corey Clifford: 617-566-7373 (home)

F. List any potential conflicts of interests between private life and public service which might result from service on a Citizen Advisory Board or Commission:

None\_\_\_\_\_

G. Affirmative Action Information (Optional)

\_\_\_F/Caucasian\_\_\_\_\_  
Sex/Racial Ethnic Background

Birth Date:    Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_1961\_\_\_

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

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

RETURN COMPLETED FORM TO: Multnomah County Office of Citizen Involvement  
501 SE Hawthorne Boulevard, Suite 192  
Portland, Oregon 97214  
Phone: 503.988.3450  
FAX: 503-988-5674  
Email: citizen.involvement@co.multnomah.or.us





## MULTNOMAH COUNTY OREGON

### INTEREST FORM FOR CITIZEN ADVISORY BOARDS AND COMMISSIONS

In order to assess qualifications for appointment, it is important to fill out this form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume detailing your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

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

Audit Committee, RACC,

- B. Name: Darren Beatty

Home Address: 1146 SE Sherrett St.

City: Portland State: OR Zip: 97202

Home Phone: 503 724 1310 Email Address: dbeatty@lclark.org

Are you a resident of Multnomah County? Yes: x No:       

- C. Current Employer: Oregon Council for the Humanities

Work Address: 812 SW Washington Street, Suite 225

City: Portland State: OR Zip: 97205

Job Title: Development Director

Work Phone: (503) 241-0543

Email Address: dbeatty@oregonhum.org

FAX Number: (503) 241-0024

Is your place of employment located in Multnomah County? Yes: x No:



D. Please list current and past volunteer activities:

<b>Dates:</b>	<b>Name of Organization:</b>	<b>Responsibilities:</b>
2003-2005	Friends of the Multnomah County Library	Board Member, Membership committee chair
2007-Current	Oregon Trial Lawyers Assoc., Student Division	Treasurer

E. List name, address and telephone numbers of two people who may be contacted as personal references:

Bill Crane, 1736 NE 24<sup>th</sup> Ave. Portland, OR 97212; (503) 284-5489

Katherine Deumling 2233 SE Main Street, Portland, OR; (503) 239-1664

F. List any potential conflicts of interests between private life and public service which might result from service on a Citizen Advisory Board or Commission:

N/A

G. Affirmative Action Information (Optional)

Sex/Racial Ethnic Background

Birth Date:    Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

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

Signature:  Date: 8/6/08

RETURN COMPLETED FORM TO: Office of Citizen Involvement  
501 SE Hawthorne Boulevard, Room 192  
Portland, Oregon 97214  
Contact: 503.988.3450  
FAX: 503.988.5674  
Email: citizen.involvement@co.multnomah.or.us





## MULTNOMAH COUNTY OREGON

### INTEREST FORM FOR CITIZEN ADVISORY BOARDS AND COMMISSIONS

In order to assess qualifications for appointment, it is important to fill out this form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume detailing your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

Please list in order of priority any Multnomah County Board or Commission on which you would be interested in serving: Audit Committee

Name: Jeanne McPherson

Address (including ZIP) : 4112 SE Woodward St.  
Portland, OR 97202

Phone: 503-234-8069

Are you a resident of Multnomah County? Yes: ☒ No: ☐

Employer: St. Philip Neri Parish (Archdiocese of Portland in Oregon)

Are you employed in Multnomah County? Yes ☐

Occupation: Director of Development and Office Manager

E-Mail:

[Jeanneevns1@stphilipneripdx.org](mailto:Jeanneevns1@stphilipneripdx.org)

Volunteer/Committee/Board Experience:

CIC Committee Chair and Board member; United Way Allocation Committee, Multnomah County Guidance Team, St. Ignatious Pace and Justice Committee



Please list names and contact information of two people who may be contacted as personal references:

Dorothy Bruck 503-232-9419

Charlotte Bloebaum 503-730-5385

List any potential conflicts of interests between private life and public service which might result from service on a Citizen Advisory Board or Commission:

There are no conflicts.

**Affirmative Action Information (Optional)**

Sex/Racial Ethnic Background:

Birth Date:

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

Signature: via email

Date: 8/20/08

RETURN COMPLETED FORM TO: Office of Citizen Involvement  
501 SE Hawthorne Boulevard, Room 192  
Portland, Oregon 97214  
Contact: 503.988.3450  
FAX: 503.988.5674  
Email: [kathleen.m.todd@co.multnomah.or.us](mailto:kathleen.m.todd@co.multnomah.or.us)





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 09/11/08  
Agenda Item #: R-2  
Est. Start Time: 9:35 AM  
Date Submitted: 08/06/08

**Agenda Title:** Third Reading and Possible Adoption of an ORDINANCE Amending  
Multnomah County Code Chapter 29, Relating to County Flood Hazard  
Regulations

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

**Requested Meeting Date:** September 11, 2008  
**Amount of Time Needed:** 2-Minutes  
**Department:** Community Services  
**Division:** Land Use & Transportation Planning  
**Contact(s):** Adam Barber, Senior Planner  
**Phone:** 503.988.3043 **Ext.** 22599 **I/O Address:** 455/1/116  
**Presenter(s):** Adam Barber, Senior Planner

### General Information

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

The Planning Commission is recommending proposed amendments to the county's Flood Hazard regulations. This ordinance is used to review proposed development either within the 100-year floodplain or within a watercourse. These amendments are proposed in response to a floodplain management program Community Assistance Visit (CAV) "audit" performed by the Department of Land Conservation Department (DLCD) in 2006. The purpose of the CAV was for DLCD to provide technical assistance while simultaneously ensuring the community remains in compliance with the minimum participation requirements of the National Flood Insurance Program (NFIP).

#### 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 CAV found that not only was the county in compliance with the NFIP in most circumstances, but was found to exceed the minimum requirements in many instances. There were, however, a few minor required ordinance changes identified. During the CAV, DLCD staff also helped identify other ordinance revisions that may benefit the county in joining the NFIP Community Rating System (CRS) in the near future. The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities exceeding the minimum NFIP



requirements. As a result of enrollment, flood insurance premium rates are often discounted for citizens up to 45% to reflect the reduced flood risk. We see value in applying for CRS participation, although we must first complete the CAV process which requires amendments to the Flood Hazard regulations. Both the ordinance revisions required by the CAV process and those recommended for CRS participation are proposed at this time.

The Land Use and Transportation Program has adopted two sets of Flood Hazard regulations. Chapter 29.620 *et. seq.* applies within the West of the Sandy River Plan Area. Chapter 29.600 *et. seq.* applies everywhere else. The main difference being the West of the Sandy River Plan Area contains a General Development Standard section primarily addressing excavation and fill activities. These general standards were added in 2002 in order to comply with Title 3 of the Metro Urban Growth Management Functional Plan and were only required to apply to the West of Sandy River Plan Area. These regulations are intended to reduce the risk of flooding and protect water quality. We are proposing to combine these two sets of nearly identical regulations into one to bring the rest of the lands within Metro boundaries into compliance with the Metro Title 3 flood management provisions and to simplify implementation. This combination may also help us achieve a more favorable CRS rating upon enrollment.

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

There are no anticipated fiscal impacts to the county as a result of these ordinance amendments. The proposed revisions will clarify approval criteria, provide better flood protection for the citizens of the unincorporated county and will allow the county to enroll in the CRS process.

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

Multnomah County is responsible for administration of a local floodplain management ordinance that must contain, at a minimum, Federal regulation requirements of the National Flood Insurance Program that provide performance standards for activities in the floodplains. Deficiencies in the county's local floodplain management ordinance have been identified by the Federal Emergency Management Agency which must be corrected in order to allow the citizens of unincorporated Multnomah County to continue to be eligible for flood insurance. These deficiencies relate to standards regulating unfinished garage construction, foundation anchoring requirements, provisions to ensure adequate drainage around and away from a building, development standards within an unmapped floodway and below grade crawlspace construction. This proposed ordinance corrects these deficiencies.

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

Notice of the April 8<sup>th</sup>, 2008 Planning Commission Hearing was mailed to all owners of property within the 100-year floodplain and notice of this Board of County Commissioners hearing was published in the Oregonian newspaper. The April hearing was continued until June 2<sup>nd</sup>, 2008 at which time the Planning Commission voted and approved the proposed revisions. The Federal Emergency Management Agency and the Department of Land Conservation and Development have both been notified of this project and have worked closely with staff in the preparation of the draft ordinance. In addition, the City of Portland and City of Gresham Building Bureaus have been notified and participated in this ordinance revision project as well. These cities provide building permit services for development within the unincorporated portions of the county.

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**Required Signature**

Elected Official  
or Department/  
Agency Director:



Date: 08/06/08



BEFORE THE PLANNING COMMISSION  
for MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. PC-08-003**

In the matter of recommending that the Board of Commissioners adopt revisions to the County Building Codes pertaining to Flood Hazards (Multnomah County Code 29.600 – 29.611 & 29.620 – 29.630).

**The Planning Commission of Multnomah County Finds:**

- a. The Planning Commission is authorized by Multnomah County Code Chapter 37 to recommend to the Board of County Commissioners the adoption, revision, or repeal of regulations intended to carry out all or part of a plan adopted by the Board.
- b. Flood Hazard regulations implement Policy 14 of the County Comprehensive Framework Plan, for Development Limitations, and related provisions of the County's Rural Area Plans. The regulations apply to certain rural unincorporated lands that are generally within the 100 year flood boundary as identified by the Federal Emergency Management Agency (FEMA).
- c. Flood Hazard standards are necessary to promote the public health, safety and general welfare, to minimize public and private losses due to flood conditions, and to allow property owners to participate in the National Flood Insurance Program (NFIP).
- d. The Flood Hazard regulations applicable in the West of the Sandy River Rural Plan Area were last amended in 2003 by Ordinance 996. The Flood Hazard regulations applicable in all other areas were last updated in 1999 by Ordinance 931.
- e. In 2007, Multnomah County was informed by the Department of Land Conservation and Development (DLCD) through a Community Assistance Visit that the Flood Hazard regulations must be amended for the county to remain in compliance with the minimum participation requirements of the National Flood Insurance Program.
- f. Additional changes recommended by DLCD will assist the county in enrolling in the FEMA sponsored Community Rating System, a voluntary program that encourages community floodplain management activities that exceed minimum NFIP requirements. Enrollment can result in reduced flood insurance premiums for citizens.
- g. Updating the Flood Hazard standards is an opportunity to bring remaining lands into compliance with Metro Title 3 and to combine the two Flood Hazard ordinances to achieve administrative efficiencies.



- h. Proposed changes are necessary to ensure that the building codes limit risk of flood related hazards as envisioned in Policy 14, to fully implement Title 3, and to ensure property owners maintain eligibility for insurance through the NFIP.
- i. Optional changes are also appropriate as they further protect public and private development from flood loss and may help to reduce flood insurance rates.

**The Planning Commission of Multnomah County Resolves:**

- 1. The proposed ordinance revisions in Exhibit A to the Staff Report, including the combining of the two sets of Flood Hazard regulations, are hereby recommended for adoption by the Board of County Commissioners.

ADOPTED this 2<sup>nd</sup> day of June, 2008.

PLANNING COMMISSION  
FOR MULTNOMAH COUNTY, OREGON

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John Ingle, Chair



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Amending MCC Chapter 29, Relating to County Flood Hazard Regulations

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

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

- a. The Planning Commission is authorized by Multnomah County Code Chapter 37 to recommend to the Board of County Commissioners the adoption, revision, or repeal of regulations intended to carry out all or part of a plan adopted by the Board. The Planning Commission recommended adoption of the proposed amendments June 2<sup>nd</sup>, 2008.
- b. Flood Hazard regulations implement Policy 14 of the County Comprehensive Framework Plan, for Development Limitations, and related provisions of the County's Rural Area Plans. The regulations apply to certain rural unincorporated lands that are generally within the 100 year flood boundary as identified by the Federal Emergency Management Agency (FEMA).
- c. Flood Hazard standards are necessary to promote the public health, safety and general welfare, to minimize public and private losses due to flood conditions, and to allow property owners to participate in the National Flood Insurance Program (NFIP).
- d. The Flood Hazard regulations applicable in the West of the Sandy River Rural Plan Area were last amended in 2003 by Ordinance 996. The Flood Hazard regulations applicable in all other areas were last updated in 1999 by Ordinance 931.
- e. In 2007, Multnomah County was informed by the Department of Land Conservation and Development (DLCD) through a Community Assistance Visit that the Flood Hazard regulations must be amended for the county to remain in compliance with the minimum participation requirements of the National Flood Insurance Program.
- f. Additional changes recommended by DLCD will assist the county in enrolling in the FEMA sponsored Community Rating System, a voluntary program that encourages community floodplain management activities that exceed minimum NFIP requirements. Enrollment can result in reduced flood insurance premiums for citizens.
- g. Updating the Flood Hazard standards is an opportunity to bring remaining lands into compliance with Metro Title 3 and to combine the two Flood Hazard ordinances to achieve administrative efficiencies.
- h. Proposed changes are necessary to ensure that the building codes limit risk of flood related hazards as envisioned in Policy 14, to fully implement Title 3, and to ensure property owners maintain eligibility for insurance through the NFIP.
- i. Optional changes are also appropriate as they further protect public and private development from flood loss and may help to reduce flood insurance rates.



Multnomah County Ordains as follows:

**Section 1.** MCC § 29.600- is amended as follows:

**FLOOD HAZARD REGULATIONS (~~Excluding West of Sandy River Plan Area~~)**

**29.600- Purposes.**

The purposes of the Flood Hazard Standards are to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas and to allow property owners within unincorporated Multnomah County to participate in the National Flood Insurance Program and to comply with Metro Title 3 Requirements.

**Section 2.** MCC § 29.601 is amended as follows:

**29.601 Definitions.**

For the purpose of this subchapter, the following definitions shall apply:

***ALTERATION.*** To modify, change or make different.

**AREAS OF SPECIAL FLOOD HAZARD.** All lands contained within the 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps (FIRM) as published by the Federal Emergency Management Agency (FEMA), and the area of inundation for the February, 1996 flood when located outside of the flood areas identified on the Flood Insurance Rate Maps.

The Areas of Special Flood Hazard identified by the Federal Insurance Administration in the most recent scientific and engineering report entitled "The Flood Insurance Study, Multnomah County Oregon Unincorporated Areas", with accompanying Flood Insurance Rate Maps (FIRM), are hereby adopted by reference. Maps produced by the Metro Data Regional Center that identify the area of inundation for the February 1996 flood are also adopted by reference. The Flood Insurance Study is on file at the Multnomah County Planning Office. The best available information for flood hazard area identification as outlined in MCC 29.608 shall be the basis for regulation until a new FIRM is issued.

These maps may be periodically revised or modified by FEMA in accordance with prescribed procedures pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 92-234). In order to employ the best available information and maintain compliance with Federal Flood Insurance Program regulations, Multnomah County shall utilize any such revisions or modifications upon their effective date.

**BASE FLOOD.** The flood having a one percent chance of being equaled or exceeded in any given year. Also referred to as the "100-year flood." Designation on the FIRM maps always includes the letter A to identify a zone of specified risk. (Zone A is the flood insurance rate zone that corresponds to the 1-percent annual chance floodplains that are determined in the Flood Insurance Study by approximate methods of analysis).



**BASEMENT.** Any area of the building having its floor sub grade (below ground level) on all sides.

**CRITICAL FACILITY.** A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals police, fire and emergency response installations, and installations which produce, use or store hazardous materials or hazardous waste.

**DESIGN FLOOD ELEVATION.** The elevation of the base flood elevation, or in areas without maps, the elevation of the 25-year storm, or the edge of mapped flood prone soils or similar methodologies.

**DEVELOPMENT.** Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the areas shown within 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published by the Federal Emergency Management Agency (FEMA) and or within any watercourse.

**ELEVATED BUILDING.** For insurance purposes, a non basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

**ELEVATION CERTIFICATE.** The document used to certify the FIRM Zone and base flood elevation of the development area of a property, and to determine the required elevation or floodproofing requirements of new and substantially improved structures.

**ENCROACHMENT.** To fill, construct, improve, or develop beyond the original bank line of the watercourse. Bank stabilization or restoration of a watercourse which does not protrude beyond the original banks line and does not protrude above the topography at the time the Flood Insurance Rate Map was developed is not considered an encroachment by this subdistrict.

**FLOOD OR FLOODING.** A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters, and/or

(2) The unusual and rapid accumulation of runoff of surface waters from any source.

**FLOOD INSURANCE RATE MAP (FIRM).** The official map on which the Federal Insurance Administration has delineated both the areas of the special flood hazards and the risk premium zones applicable to the community.

**FLOOD INSURANCE STUDY.** The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

**FLOODPROOFING CERTIFICATE.** Documentation of certification by an Oregon registered professional engineer or architect that the design and methods of construction of a non-residential building are in accordance with accepted practices for meeting the floodproofing requirements of this subchapter.



**FLOODWAY.** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**LOWEST FLOOR.** The lowest floor of the lowest enclosed area (including basement).

**MANUFACTURED HOME.** A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

**NEW CONSTRUCTION.** Structures for which the "start of construction" commenced on or after the effective date of this ordinance.

**RECREATIONAL VEHICLE.** A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, self-propelled or permanently towable by a light duty truck and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**START OF CONSTRUCTION.** Includes substantial improvement to existing structures, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include the land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement to an existing structure, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**STRUCTURE.** A walled and/or roofed building including a gas or liquid storage tank that is principally above ground. A building with only one wall and no roof or a building with no walls and a roof, for example, is considered a structure.

**SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT.** Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- (1) Before the improvement or repair is started; or
- (2) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The costs to repair must be calculated for full repair to "before-damage" condition, even if the owner elects to do less. The total costs to repair include both structural and finish materials and labor including donated labor and materials.



(3) The value of these alterations to an existing structure is measured cumulatively to avoid exempting a substantial improvement implemented in phases over time.

(34) Substantial Improvement does not, however, include either:

(a) The portion of any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by local building officials and which are the minimum necessary to assure safe living conditions or

(b) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

**WATERCOURSE.** A channel in which a flow of water occurs, either continuously or intermittently with some degree of regularity. Watercourses may be either natural or artificial. Natural and artificial features which transport surface water. Watercourse includes a river, stream, creek, slough, ditch, canal, or drainageway.

**Section 3.** MCC § 29.602 is amended as follows:

**29.602 Areas Affected.**

~~\_\_\_\_\_ (A) The provisions of MCC 29.600 - 29.611 shall apply to all areas of special flood hazard, within the 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published by the Federal Emergency Management Agency (FEMA) and any watercourse as defined by MCC 29.601. The provisions of 29.609 shall also apply to any relocation, encroachment or alteration of a watercourse.~~

~~\_\_\_\_\_ (1) These maps may be periodically revised or modified by FEMA in accordance with prescribed procedures pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 92-234). In order to employ the best available information and maintain compliance with Federal Flood Insurance Program regulations, Multnomah County shall utilize any such revisions or modifications upon their effective date.~~

~~(2) On the Multnomah County Zoning Map, all areas depicted as being Flood Fringe (FF), Floodway (FW) or Flood Hazard (FH) with this ordinance are repealed from requiring a Flood Hazard Permit.~~

**Section 4.** MCC § 29.603 is amended as follows:

**29.603 Permits.**

(A) No structure, dwelling or manufactured home shall be erected, located, altered, improved, repaired or enlarged and no other new development including but not limited to grading, mining, excavation and filling (see "Development" under MCC 29.601) shall occur in areas of special flood hazard on lands within the 100-year flood boundary unless a Floodplain Development Permit specifically



authorizing the proposal has been obtained from Multnomah County. Variances to the Flood Hazard regulations are not allowed.

(1) Improvements to a structure, dwelling or mobile home or other development, which does not meet the definition of "Development" under MCC 29.601 ~~require a land use permit, grading permit or building permit,~~ are exempted from obtaining a Floodplain Development Hazard Permit.

(B) Alterations, modifications or relocations to any watercourse as defined in MCC 29.601 are subject to a Floodplain Development Hazard permit and the Watercourse Relocation and Alteration standards requirements of MCC 29.609.

~~(1) Regular maintenance of ditches and dikes within the Sauvie Island Drainage District is exempted from obtaining a Flood Hazard Permit.~~

(C) Transportation maintenance activities may be evaluated in an annual Flood Hazard permit. This permit will confirm that the typical Best Management Practices used to accomplish routine transportation maintenance projects meet applicable Flood Hazard regulations. Eligible activities include routine cleaning and maintenance of ditches and culverts, replacement culverts, unanticipated emergency response activities and the permitting of new driveway culverts crossing a county maintained ditch. After the fact notification of the location and scope of all transportation maintenance activities is required.

**Section 5.** MCC § 29.604 is amended as follows:

**29.604 Exemption from Development Standards.**

The following are exempt:

(A) Land may be exempted from the requirements of MCC 29.606 upon review and approval by the Director of an acceptable elevation certificate or survey, certified by a State of Oregon registered Professional Engineer or land surveyor, which demonstrates that the entire subject parcel is at least one foot above the base flood level elevation. This exemption is only possible when flood elevation data is available. If a critical facility is proposed, the entire parcel must be at least three feet above the base flood elevation (or above the 500-year flood elevation, which ever is higher) in order to be considered exempt from the requirements of MCC 29.606.

(B) The reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Historic Sites Inventory may be permitted without regard to the requirements of MCC 29.606 (B) through (D).

(C) Forest practices ~~conducted~~ approved under the Forest Practices Act are not regulated by this subchapter.

(D) The following drainage district maintenance activities are not regulated by this subchapter when regulated by an Army Corps of Engineers Nationwide 31 permit - Routine operations, repair, maintenance, alteration, rehabilitation, or replacement of existing drainage, flood control, and related facilities, including any structures, pump stations, water control structures, culverts, irrigation systems, roadways, utilities, accessory uses (such as off-load facilities that facilitate water-based maintenance), erosion control projects, levees, soil and bank stabilization projects, dredging and ditch



clearing within the hydraulic cross-section in existing storm water conveyance drainageways, habitat restoration and enhancement projects, or other water quality and flood storage projects required to be undertaken pursuant to ORS chapters 547 or 554 or Titles 33 or 44 of the Code of Federal Regulations, provided that:

(1) The project is consistent with Division of State Lands, five-year renewable general authorization permit, five-year renewable Army Corps of Engineers Nationwide 31 permit and all other applicable local, regional, county and state laws and regulations. The preconstruction notification and annual reporting required by the Army Corp's Nationwide 31 permit must also be submitted to Multnomah County planning by the drainage districts for review and comment.

(2) The project does not encroach closer to a water feature than existing operations and development; and

(3) Vegetation native to the metro area is maintained, enhanced and restored, if disturbed; other vegetation is replaced, if disturbed, with non-invasive vegetation; and the planting of native vegetation and the removal of invasive non- native vegetation is encouraged.

**Section 6. MCC § 29.605 is amended as follows:**

**29.605 Application Information Required.**

An application for development subject to a Floodplain Development Permit shall include the following:

(A) A map showing the property line locations, the surveyed boundaries of the 100 year floodplain on the parcel, roads, and driveways, existing structures, watercourses and the location of the proposed development(s), topographic elevations for the proposed development and areas of grading or filling required for the project. The FIRM map and panel number shall also be provided on the map.

(B) Detailed construction drawings showing compliance with the development standards specified in MCC 29.606. A State of Oregon registered professional~~licensed~~ engineer or architect shall stamp the plans and include a statement that the plans meet the applicable requirements of MCC 29.606.

(C) An elevation certificate based on construction drawings which have been signed by a State of Oregon registered professional land surveyor, or a floodproofing certificate signed by a State of Oregon registered professional engineer or architect, depending on the type of development proposed. The certificate shall be accompanied by a plan of the property which shows the location and elevation of a benchmark on the property.

(D) A written narrative specifying building materials and methods that will be utilized to comply with the requirements of the floodplain development permit and this subchapter.

(E) Evidence that the applicant has obtained, when necessary, prior approval from those Federal, State and/or local governmental agencies with jurisdiction over the proposed development.



**Section 7.**      **MCC § 29.606 is amended as follows:**

**29.606 Development Standards.**

Unless otherwise stated below, the following development standards shall apply within all portions of unincorporated Multnomah County to all new construction, substantial improvement or other development in areas of special flood hazard, as defined in 29.601 within the 100-year flood boundary: (The General Development Standards of 29.606(A) are only applicable in the West of Sandy River Rural Plan area and/or within the Metro Jurisdictional Boundary)

(A) General Development Standards - Applicable only in the West of Sandy River Rural Plan Area and/or within the Metro Jurisdictional Boundary.

(1) Development, excavation and fill shall be performed in a manner that maintains or increases flood storage and conveyance capacity and does not increase the design flood elevation.

(2) All fill placed at or below the design flood elevation in areas of special flood hazard shall be balanced with at least an equal amount of soil material removal.

(3) Excavation shall not be counted as compensating for fill if such areas will be filled with water in non-storm winter conditions.

(4) Temporary fills permitted during construction shall be removed and not be allowed in the floodway during the wet weather season.

(5) Uncontained areas of hazardous materials as defined by the Oregon Department of Environmental Quality shall be prohibited in areas of special flood hazard.

(AB) ~~All Structures~~ Except as provided in subsection (A) above, this subsection applies to all structures within areas of special flood hazard in unincorporated Multnomah County as defined in 29.601.

(1) All new construction and substantial improvement shall:

(a) Comply with Oregon State Building Codes.

(b) Have the electrical, heating, ventilation, ~~duct systems~~, plumbing, and air conditioning equipment and other service facilities ~~shall be designed and/or located~~ a minimum of one foot above the base flood elevation so as to prevent water from entering or accumulating within the components during conditions of flooding.

(c) Use materials and utility equipment resistant to flood damage.

(d) Using methods and practices that minimize flood damage.

(e) For areas that are fully enclosed below the lowest floor and that are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. (Note: this requirement is not applicable for floodproofed nonresidential structures).



1. Designs for meeting this requirement must ~~either~~ be certified by a State of Oregon registered professional engineer or architect and must meet or exceed the following minimum criteria:

a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above the lowest adjacent exterior grade. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters and the covering device does not reduce the minimum required total net area of the opening.

(2) Adequate drainage paths are required around structures on slopes to guide floodwaters around and away from proposed structures. Positive drainage away from a structure's foundation shall also be provided to avoid ponding of water adjacent to the foundation after floodwaters recede.

(3) Below-grade crawlspace construction (see figure 2 below).

In addition to meeting the previous development standards for all structures, all below-grade crawlspaces shall meet the following standards. Below-grade crawlspace construction in accordance with the requirements listed below will not be considered a basement.

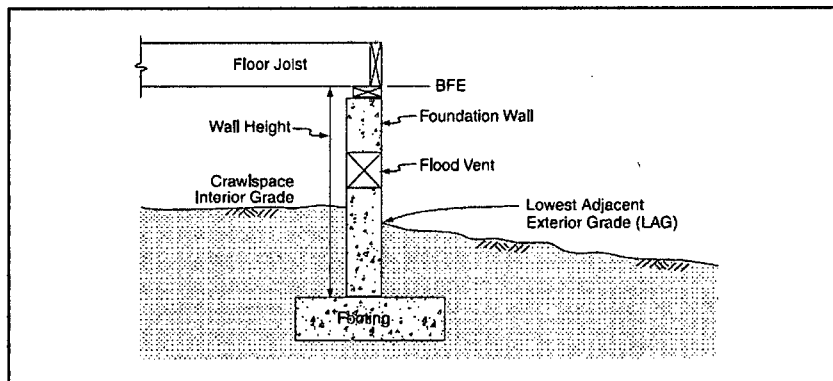


Figure 1 Preferred crawlspace construction.

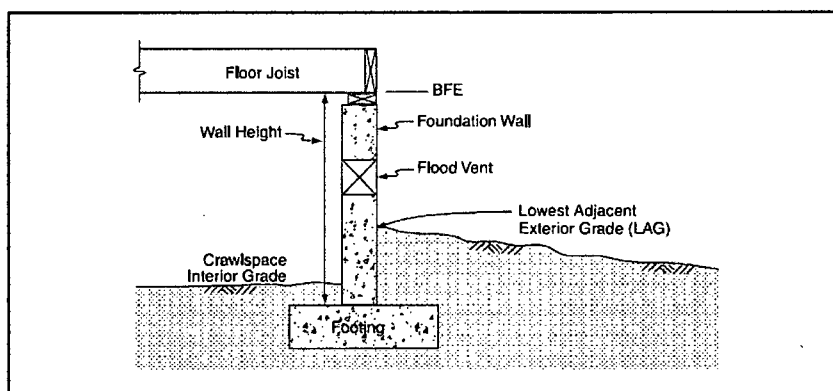


Figure 2 Below-grade crawlspace construction.



(a) The interior grade of a crawlspace below the base flood elevation shall not be more than two-feet below the lowest adjacent exterior grade.

(b) The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four feet at any point.

(c) There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. Drainage examples include natural drainage through porous well drained soils, perforated pipes, drainage tiles, or gravel/crushed stone drainage by gravity or mechanical means.

(d) The velocity of floodwaters shall not exceed five-feet per second for any proposed below grade crawlspace location. The Multnomah County Flood Insurance Study contains Floodway Data Tables presenting information on mean floodway velocities at each cross section along the river or stream. Other types of foundations, such as open pile or column foundations, that allow floodwaters to flow freely beneath the building, are recommended for areas exceeding five-feet per second flood velocities.

(e) The below-grade crawlspace area should be designed so that it is easily accessible for physical post-flood clean-up and ventilation. The land owner must record a notice acknowledging below-grade crawlspace construction is not recommended by the Federal Emergency Management Agency and that this type of construction can increase flood insurance premiums for homeowners.

(4) When applicable, the horizontal line of the base flood elevation shall be surveyed and clearly marked and labeled, by a State of Oregon registered professional land surveyor, on an inside wall of any structure or inside foundation wall when a crawlspace is proposed to provide a visual reference for the building inspector. This reference line is not intended to be permanent and can be removed, covered or painted over at the conclusion of all building inspections. This marking is not applicable when the entire structure, including above grade foundation walls, will be elevated above the base flood elevation.

(BC) Residential Structures.

New construction and substantial improvement of any residential structure, including manufactured homes not considered a Critical Facility, shall:

(1) Have the lowest floor, including basement, elevated to at least one foot above the base elevation flood level as indicated on the Elevation Certificate. Floating dwellings do not need to be elevated but must be able to rise with flood waters to the design flood elevation required by this section. This will require consideration of the piling heights. The lowest floor, including basement, shall be elevated to at least two feet above the base flood elevation where flood elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative federal, state or other source. Where flood elevation data is not available, a State of Oregon registered professional engineer or architect shall also verify that the proposed construction will be reasonably safe from flooding.

A garage attached to a residential structure can be constructed with the garage floor slab below the base flood elevation but must be designed to allow for the automatic entry of flood waters. Openings must meet the requirements of 29.606(B) and are required in two different exterior



walls of the garage (two different walls or one wall and one garage door). For purposes of this section, an unfinished garage (either attached or detached) may be considered a non-residential structure.

In addition to allowing the automatic entry of flood waters, the areas of the garage below the base flood elevation must be constructed with flood resistant materials. Garage doors without openings specifically designed to allow for the free flow of floodwaters do not meet these opening requirements. Gaps that may be present between the door segments and between the garage door and the garage door jam do not guarantee the automatic entry and exist of floodwaters. The human intervention necessary to open garage doors is not an acceptable means of meeting the opening requirements.

(2) Be placed on a permanent foundation and shall be anchored to ~~resist~~prevent flotation, collapse and lateral movement by providing tie downs (anchor bolts, seismic tie-downs) and anchoring as specified in OAR 814-23-005 through 080 and State of Oregon 1 and 2 Family Dwelling Specialty Code, as appropriate to the construction type.

(3) Have structural components capable of withstanding hydrostatic and hydrodynamic loads, effects of buoyancy, flood depths, pressures, velocities and other factors associated with the base flood.

(34) Conduct a finished construction~~as-built~~ elevation survey of the lowest floor. This survey shall be completed by a State of Oregon registered ~~professional engineer or land surveyor~~ and must certify that the structure's lowest floor was elevated to at least one foot above the base flood ~~level~~elevation. The lowest floor, including basement, shall be elevated to at least two feet above the base flood elevation where flood elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative federal, state or other source. Where flood elevation data is not available, a State of Oregon registered professional engineer or architect shall also verify that the proposed construction will be reasonably safe from flooding.

(a) The ~~as-built~~finished construction elevation survey certificate and stamped documentation certifying that the structure has been built in compliance with the applicable provisions of 29.606 shall be submitted to Multnomah County Land Use Planning prior to occupancy of the structure.

(b) Prior to issuance of a building permit or start of development, a performance bond or cash deposit of \$1000.00 shall be required to assure that the ~~as-built~~finished construction elevation ~~survey certificate~~ is submitted. The deposit/bond may be used to obtain the elevation ~~survey certificate~~, without notice, if it is not completed and submitted prior to occupancy of the dwelling. The performance bond or cash deposit shall be released upon submittal of the ~~as-built~~finished construction elevation ~~survey certificate~~, unless utilized to obtain compliance.

(CD) Nonresidential Structures.

New construction and substantial improvement of any commercial, industrial or other non-residential structure, including a detached garage, shall:

(1) Have the lowest floor including basement, elevated at least one foot above the base flood elevation and be anchored to prevent flotation, collapse, or lateral movement of the structure. levelFloating nonresidential structures do not need to be elevated but must be able to rise with flood waters to the design flood elevation required by this section. This will require consideration of the piling heights. The lowest floor, including basement, shall be elevated to at least two feet above the base flood



elevation where flood elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative federal, state or other source. Where flood elevation data is not available, a State of Oregon registered professional engineer or architect shall also verify that the proposed construction will be reasonably safe from flooding; or, together with attendant utility and sanitary facilities, shall:

(a) Be floodproofed such that the structure, including the attendant utility and sanitary facilities, shall be substantially impermeable to the passage of water to an elevation at least one foot above the base flood ~~level~~elevation; and

(b) Have structural components capable of withstanding hydrostatic and hydrodynamic loads, effects of buoyancy, flood depths, pressures, velocities and other factors associated with the base flood; and

(c) Be certified by a State of Oregon registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans~~standards of this subsection are satisfied.~~

(2) The applicant shall provide either an as-built finished construction elevation survey certificate prepared by a State of Oregon land surveyor for an elevated non-residential structure or a flood proofing certificate prepared of the lowest floor completed by a State of Oregon Registered professional engineer or land surveyor/architect for a non-elevated, non-residential structure certifying that the structure's lowest floor was elevated to at least one foot above the base flood level; or submit a stamped documentation by a State of Oregon Registered Professional Engineer certifying the structure has been built in compliance with MCC 29.606(C)(1)(a) through (e).

(a) The as-built finished construction elevation certificate/floodproofing certificatesurvey or and stamped documentation certifying the structure has been built in compliance with the applicable provisions of MCC 29.606 shall be submitted to Multnomah County Land Use Planning prior to occupancy of the structure.

(b) Prior to issuance of a building permit or start of development, a performance bond or cash deposit of \$1000.00 shall be required to assure that the as-built finished construction elevation survey certificate or and stamped documentation is submitted. The bond/deposit may be used to obtain the elevation survey certificate or documentation, without notice, if it is not completed and submitted prior to occupancy or use of the structure or development. The performance bond or cash deposit shall be released upon submittal of the as-built finished construction elevation survey certificate or stamped documentation, unless utilized to obtain compliance.

**(DE)** On Site Waste Disposal Systems, Wells, Water Systems and Sewer Systems.

All new and replacement water and sewer systems, including on-site waste disposal systems, shall be designed to:

- (1) Minimize infiltration of floodwaters into the system;
- (2) Minimize discharge from systems into floodwaters;
- (3) Avoid impairment or contamination during flooding.



**(EF) ~~Recreational Vehicles in Campground or Recreational Development~~**

Recreational vehicles utilized on sites within Zones A1-A30, AH and AE on the community's FIRM shall either:

- (1) Be on the site for fewer than 180 consecutive days, or
- (2) Be fully licensed and ready for highway uses, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- (3) Meet the requirements of section 29.606(AB) and (BC).

**(G) Critical Facilities**

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the areas of special flood hazard. Construction of new critical facilities shall be permissible within the special flood hazard area if:

- (1) No feasible alternative is available.
- (2) The lowest floor is elevated three feet above the base flood elevation, or to the elevation of the 500-year flood, whichever is higher.
- (3) At least one access route to the critical facility shall be either located or elevated at or above the flood elevation referenced above to assure the route will remain passable during flood events.
- (4) Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced or released into floodwaters.
- (5) The construction meets the requirements of MCC 29.606(D) except the lowest floor elevation shall meet (G)(2) above.

**(H) Land Division Proposals**

County review of proposed land divisions are subject to separate criteria in the county zoning code titled "Land Divisions" which are designed to minimize flood damage.

**Section 8. MCC § 29.607 is amended as follows:**

**29.607 Floodway Requirements.**

In areas identified as a floodway in MCC 29.602 on the Flood Boundary and Floodway Maps, the following restrictions, in addition to the requirements of MCC 29.606, shall apply:

- (A) No development shall be permitted that would result in any measurable increase in base flood levels.



(1) Encroachment into the floodway, including fill, new construction, substantial improvements and other development, is prohibited, unless a detailed step backwater analysis and conveyance compensation calculations, certified by a State of Oregon registered professional engineer, are provided which demonstrates that the proposed encroachment will cause no measurable increase in flood levels (water surface elevations) during a base flood discharge.

(2) If Section (A) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of MCC 29.606.

(B) In areas where a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the communities FIRM, unless:

(1) It is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community, and

(2) The applicable requirements of 29.606 are met.

**Section 9.** MCC § 29.609 is amended as follows:

**29.609 Watercourse Relocation and Alteration.**

Prior to approving any relocation, encroachment or alteration of a watercourse, the Land Use Planning Division shall provide mailed notice of the proposal to adjoining communities and to the Department of Land Conservation and Development Floodplain Coordinator. Copies of such notice shall also be provided to the Federal Insurance Administration.

(A) No relocation, encroachment or alteration of a watercourse shall be permitted unless a detailed hydraulic analysis, certified by a State of Oregon registered professional engineer, is provided which demonstrates that:

- (1) The flood carrying capacity for the altered or relocated portion of the watercourse will be maintained;
- (2) The area subject to inundation by the base flood discharge will not be increased;
- (3) The alteration or relocation will cause no measurable increase in base flood levels.

**Section 10.** MCC § 29.610 is amended as follows:

**29.610 County Records.**

Multnomah County or its designee shall obtain and maintain on file the actual-final construction elevation (in relation to the National Geodetic Vertical Datum (NGVD) 1929 or NAVD 1988) of the



lowest floor, including basement, of all new or substantially improved structures in areas subject to the provisions of this Section.

(A) For all new or substantially improved floodproofed structures in areas subject to the provisions of this Section, Multnomah County shall obtain and maintain on file the actual elevation (in relation to NGVD 1929 or NAVD 1988) ~~of to which the structure was floodproofed~~ and shall also maintain the floodproofing certifications required pursuant to MCC 29.606(C)(1)(b) ~~(d)~~.

**Section 11.** MCC §§ 29.620- through 29.630 are repealed as follows:

**~~29.620\* WEST OF SANDY RIVER FLOOD HAZARD REGULATIONS~~**

**~~29.620 Purposes.~~**

~~———— The purposes of the Flood Hazard Standards are to promote the public health, safety and general welfare, to reduce the risk of flooding and maintain the functions and values of floodplains such as allowing for the storage and conveyance of stream flows through existing and natural flood conveyance systems, and to minimize public and private losses due to flood conditions in specific areas and to allow property owners within the West of Sandy River Plan Area of unincorporated Multnomah County to participate in the National Flood Insurance Program. (Title 3)~~

**~~29.621 Definitions.~~**

~~———— For the purpose of this subchapter, the following definitions shall apply:~~

~~———— **ALTERATION.** To modify, change or make different.~~

~~———— **DEVELOPMENT.** Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the areas shown within 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published by the Federal Emergency Management Agency (FEMA), the area of inundation for the February 1996 flood, and any watercourse.~~

~~———— **DESIGN FLOOD ELEVATION.** The elevation of the 100-year flood as defined by FEMA Flood Insurance Rate Maps, or in areas without maps, the elevation of the 25-year storm, or the edge of mapped flood-prone soils or similar methodologies.~~

~~———— **ELEVATION CERTIFICATE.** The document used to certify the FIRM Zone and base flood elevation of the development area of a property, and to determine the required elevation or floodproofing requirements of new and substantially improved structures.~~

~~———— **ENCROACHMENT.** To fill, construct, improve, or develop beyond the original bank line of the watercourse. Bank stabilization or restoration of a watercourse which does not protrude beyond the original bank line is not considered an encroachment by this subdistrict.~~

~~———— **FLOOD MANAGEMENT AREA.** All lands contained within the 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published~~



by the Federal Emergency Management Agency (FEMA), and the area of inundation for the February 1996 flood.(Title 3)

———— **FLOODWAY.** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

———— **RECREATIONAL VEHICLE.** A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, self propelled or permanently towable by a light duty truck and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

———— **SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

———— **SUBSTANTIAL IMPROVEMENT.** Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

———— (1) ——— Before the improvement or repair is started; or

———— (2) ——— If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The costs to repair must be calculated for full repair to "before damage" condition, even if the owner elects to do less. The total costs to repair include both structural and finish materials and labor.

———— (3) ——— Substantial Improvement does not, however, include either:

———— (a) ——— The portion of any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by local building officials and which are the minimum necessary to assure safe living conditions or

———— (b) ——— Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

———— **WATERCOURSE.** Natural and artificial features which transport surface water. Watercourse includes a river, stream, creek, slough, ditch, canal, or drainageway.

#### **29.622 Areas Affected.**

———— (A) ——— The provisions of MCC 29.620–29.630 shall apply within the West of Sandy River Plan Area to all areas within the 100 year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published by the Federal Emergency Management Agency (FEMA), the area of inundation for the February 1996 flood, and any watercourse as defined by MCC 29.621.(Title 3)

———— (1) ——— These maps may be periodically revised or modified by FEMA in accordance with prescribed procedures pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 92-



234). In order to employ the best available information and maintain compliance with Federal Flood Insurance Program regulations, Multnomah County shall utilize any such revisions or modifications upon their effective date.

~~(2) On the Multnomah County Zoning Map, all areas depicted as being Flood Fringe (FF), Floodway (FW) or Flood Hazard (FH) with this ordinance are repealed from requiring a Flood Hazard Permit.~~

#### **29.623 Permits.**

~~(A) No structure, dwelling or manufactured home shall be erected, located, altered, improved, repaired or enlarged and no other new development including but not limited to grading, mining, excavation and filling shall occur on lands within Flood Management Areas unless a Floodplain Development Permit specifically authorizing the proposal has been obtained from Multnomah County.~~

~~(1) Improvements to a structure, dwelling or mobile home, which does not require a land use permit, grading permit or building permit, are exempted from obtaining a Flood Hazard Permit.~~

~~(B) Alterations, modifications or relocations to any watercourse as defined in MCC 29.621 are subject to a Flood Hazard permit and the Watercourse Relocation requirements of MCC 29.629.~~

~~(1) Regular maintenance of ditches and dikes within the Sauvie Island Drainage District is exempted from obtaining a Flood Hazard Permit.~~

#### **29.624 Exemption from Development Standards.**

~~The following are exempt:~~

~~(A) Land may be exempted from the requirements of MCC 29.626 upon review and approval by the Director of an acceptable elevation survey, certified by a State of Oregon Registered Professional Engineer or Land Surveyor, which demonstrates that the entire subject parcel is at least one foot above the base flood level.~~

~~(B) The reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Historic Sites Inventory may be permitted without regard to the requirements of MCC 29.626.~~

~~(C) Forest practices conducted under the Forest Practices Act.~~

#### **29.625 Application Information Required.**

~~An application for development subject to a Floodplain Development Permit shall include the following:~~

~~(A) A map showing the property line locations, the boundaries of the 100 year floodplain on the parcel, roads, and driveways, existing structures, watercourses and the location of the proposed development(s), topographic elevations for the proposed development and areas of grading or filling required for the project.~~



~~\_\_\_\_\_ (B) Detailed construction drawings showing compliance with the development standards specified in MCC 29.626. A licensed engineer or architect shall stamp the plans and include a statement that the plans meet the requirements of MCC 29.626.~~

~~\_\_\_\_\_ (C) An elevation certificate signed by a Registered Professional Land Surveyor, Engineer or Architect. The certificate shall be accompanied by a plan of the property which shows the location and elevation of a benchmark on the property.~~

~~\_\_\_\_\_ (D) A written narrative specifying building materials and methods that will be utilized to comply with the requirements of the Floodplain Permit.~~

~~\_\_\_\_\_ (E) Evidence that the applicant has obtained, when necessary, prior approval from those Federal, State and/or local governmental agencies with jurisdiction over the proposed development.~~

### **29.626 Development Standards.**

~~\_\_\_\_\_ The following standards shall apply to all new construction, substantial improvement or other development in Flood Management Areas:~~

#### ~~\_\_\_\_\_ (A) General Development Standards~~

~~\_\_\_\_\_ (1) Development, excavation and fill shall be performed in a manner to maintain or increase flood storage and conveyance capacity and not increase design flood elevations.~~

~~\_\_\_\_\_ (2) All fill placed at or below the design flood elevation in Flood Management Areas shall be balanced with at least an equal amount of soil material removal.~~

~~\_\_\_\_\_ (3) Excavation shall not be counted as compensating for fill if such areas will be filled with water in non-storm winter conditions.~~

~~\_\_\_\_\_ (4) Temporary fills permitted during construction shall be removed.~~

~~\_\_\_\_\_ (5) Uncontained areas of hazardous materials as defined by DEQ shall be prohibited in Flood Management Areas. (Title 3)~~

#### ~~\_\_\_\_\_ (B) All Structures.~~

~~\_\_\_\_\_ (1) All new construction and substantial improvement shall:~~

~~\_\_\_\_\_ (a) Comply with Oregon State Building Codes.~~

~~\_\_\_\_\_ (b) Have the electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.~~

~~\_\_\_\_\_ (c) Use materials resistant to flood damage.~~

~~\_\_\_\_\_ (d) Using methods and practices that minimize flood damage.~~



~~\_\_\_\_\_ (e) \_\_\_\_\_ For areas that are fully enclosed below the lowest floor and that are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.~~

~~\_\_\_\_\_ 1. \_\_\_\_\_ Designs for meeting this requirement must either be certified by a registered professional engineer or architect and must meet or exceed the following minimum criteria:~~

~~\_\_\_\_\_ a. \_\_\_\_\_ A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.~~

~~\_\_\_\_\_ b. \_\_\_\_\_ The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.~~

~~\_\_\_\_\_ (C) \_\_\_\_\_ Residential Structures.~~

~~\_\_\_\_\_ New construction and substantial improvement of any residential structure, including manufactured homes, shall:~~

~~\_\_\_\_\_ (1) \_\_\_\_\_ Have the lowest floor, including basement, elevated to at least one foot above the base flood level as indicated on the Elevation Certificate. For purposes of this section, an unfinished garage (either attached or detached) may be considered a non-residential structure.~~

~~\_\_\_\_\_ (2) \_\_\_\_\_ Be placed on a permanent foundation and shall be anchored to resist flotation, collapse and lateral movement by providing tie downs (anchor bolts, seismic tie downs) and anchoring as specified in OAR 814-23-005 through 080 and State of Oregon 1 and 2 Family Dwelling Specialty Code, as appropriate to the construction type.~~

~~\_\_\_\_\_ (3) \_\_\_\_\_ Conduct an as-built elevation survey of the lowest floor. This survey shall be completed by a State of Oregon Registered Professional Engineer or Land Surveyor and must certify that the structure's lowest floor was elevated to at least one foot above the base flood level.~~

~~\_\_\_\_\_ (a) \_\_\_\_\_ The as-built elevation survey shall be submitted to Multnomah County Land Use Planning prior to occupancy of the structure.~~

~~\_\_\_\_\_ (b) \_\_\_\_\_ Prior to issuance of a building permit or start of development, a performance bond or cash deposit of \$1000.00 shall be required to assure that the as-built elevation survey is submitted. The deposit/bond may be used to obtain the elevation survey, without notice, if it is not completed and submitted prior to occupancy of the dwelling. The performance bond or cash deposit shall be released upon submittal of the as-built elevation survey, unless utilized to obtain compliance.~~

~~\_\_\_\_\_ (D) \_\_\_\_\_ Nonresidential Structures.~~

~~\_\_\_\_\_ New construction and substantial improvement of any commercial, industrial or other non-residential structure shall:~~

~~\_\_\_\_\_ (1) \_\_\_\_\_ Have the lowest floor including basement, elevated at least one foot above the base flood level; or, together with attendant utility and sanitary facilities, shall:~~



~~\_\_\_\_\_ (a) Be floodproofed such that the structure, including the attendant utility and sanitary facilities, shall be substantially impermeable to the passage of water to an elevation at least one foot above the base flood level; and~~

~~\_\_\_\_\_ (b) Have structural components capable of withstanding hydrostatic and hydrodynamic loads, effects of buoyancy, flood depths, pressures, velocities and other factors associated with the base flood; and~~

~~\_\_\_\_\_ (c) Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied.~~

~~\_\_\_\_\_ (2) Provide an as-built elevation survey of the lowest floor completed by a State of Oregon Registered Professional Engineer or Land Surveyor certifying that the structure's lowest floor was elevated to at least one foot above the base flood level; or submit a stamped documentation by a State of Oregon Registered Professional Engineer certifying the structure has been built in compliance with MCC 29.626(D)(1)(a) through (c).~~

~~\_\_\_\_\_ (a) The as-built elevation survey or stamped documentation shall be submitted to Multnomah County Land Use Planning prior to occupancy of the structure.~~

~~\_\_\_\_\_ (b) Prior to issuance of a building permit or start of development, a performance bond or cash deposit of \$1000.00 shall be required to assure that the as-built elevation survey or stamped documentation is submitted. The bond/deposit may be used to obtain the elevation survey or documentation, without notice, if it is not completed and submitted prior to occupancy or use of the structure or development. The performance bond or cash deposit shall be released upon submittal of the as-built elevation survey or stamped documentation, unless utilized to obtain compliance.~~

~~\_\_\_\_\_ (E) On Site Waste Disposal Systems, Wells, Water Systems and Sewer Systems:~~

~~\_\_\_\_\_ All new and replacement water and sewer systems, including on-site waste disposal systems, shall be designed to:~~

~~\_\_\_\_\_ (1) Minimize infiltration of floodwaters into the system;~~

~~\_\_\_\_\_ (2) Minimize discharge from systems into floodwaters;~~

~~\_\_\_\_\_ (3) Avoid impairment or contamination during flooding.~~

~~\_\_\_\_\_ (F) Recreational Vehicles in Campground or Recreational Development~~

~~\_\_\_\_\_ Recreational vehicles utilized on sites within Zones A1 A30, AH and AE on the community's FIRM shall either:~~

~~\_\_\_\_\_ (1) Be on the site for fewer than 180 consecutive days, or~~

~~\_\_\_\_\_ (2) Be fully licensed and ready for highway uses, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or~~

~~\_\_\_\_\_ (3) Meet the requirements of MCC 29.626(B) and (C).~~



#### **29.627 Floodway Requirements.**

~~\_\_\_\_\_ In areas identified as floodway on the Flood Boundary and Floodway Maps, the following restrictions, in addition to the requirements of MCC 29.626, shall apply:~~

~~\_\_\_\_\_ (A) No development shall be permitted that would result in any measurable increase in base flood levels.~~

~~\_\_\_\_\_ (1) Encroachment into the floodway is prohibited, unless a detailed step backwater analysis and conveyance compensation calculations, certified by a Registered Professional Engineer, are provided which demonstrates that the proposed encroachment will cause no measurable increase in flood levels (water surface elevations) during a base flood discharge.~~

#### **29.628 Procedure When Base Flood Elevation Data is Not Available.**

~~\_\_\_\_\_ (A) For the purposes of administering MCC 29.626 in areas where detailed base flood elevation data has not been provided by FEMA, the Land Use Planning Division shall obtain, review and utilize any base flood elevation and floodway data available from federal, state or local sources to assure that the proposed construction will be reasonably safe from flooding and may exercise local judgment based on historical data.~~

~~\_\_\_\_\_ (B) In areas where detailed base flood elevation data has not been provided by FEMA, all proposals for subdivisions or other new developments greater than 50 lots or five acres, whichever is less, shall provide detailed base flood elevation data and floodway data.~~

#### **29.629 Watercourse Relocation and Alteration.**

~~\_\_\_\_\_ Prior to approving any relocation, encroachment or alteration of a watercourse, the Land Use Planning Division shall provide mailed notice of the proposal to adjoining communities and to the Department of Land Conservation and Development Floodplain Coordinator. Copies of such notice shall also be provided to the Federal Insurance Administration.~~

~~\_\_\_\_\_ (A) No relocation, encroachment or alteration of a watercourse shall be permitted unless a detailed hydraulic analysis, certified by a Registered Professional Engineer, is provided which demonstrates that:~~

~~\_\_\_\_\_ (1) The flood carrying capacity for the altered or relocated portion of the watercourse will be maintained;~~

~~\_\_\_\_\_ (2) The area subject to inundation by the base flood discharge will not be increased;~~

~~\_\_\_\_\_ (3) The alteration or relocation will cause no measurable increase in base flood levels.~~

#### **29.630 County Records.**

~~\_\_\_\_\_ Multnomah County or its designee shall obtain and maintain on file the actual elevation (in relation to NGVD) of the lowest floor, including basement, of all new or substantially improved structures in areas subject to the provisions of this Section.~~



~~\_\_\_\_ (A) For all new or substantially improved floodproofed structures in areas subject to the provisions of this Section, Multnomah County shall obtain and maintain on file the actual elevation (in relation to NGVD) of the floodproofing and shall also maintain the floodproofing certifications required pursuant to MCC 29.626(D)(1)(b) and (e).~~

**Section 12. MCC § 36.6183 is amended as follows**

**36.6183 Approval Criteria for lands not zoned Exclusive Farm Use.**

To be approved all applications for Planning Director Review, Community Service Review or Building Permit Review of a wireless communications facility (WCF) shall demonstrate compliance with the following:

**(A) General and Operating Requirements**

\* \* \*

(4) Environmental Resource Protection. All wireless communication facilities shall be sited so as to minimize the effect on environmental resources. To that end, the following measures shall be implemented for all WCFs:

(a) The facility shall comply with Significant Environmental Concern regulations when applicable, including the conditions of an SEC permit for any excavation or removal of materials of archaeological, historical, prehistorical or anthropological nature;

(b) The facility shall comply with Grading and Erosion Control regulations of MCC 29.350 through 29.365 when applicable;

(c) The facility shall comply with Flood Hazard regulations of MCC 29.620-600 through 29.630-611 when applicable; and

(d) Alteration or disturbance of native vegetation and topography shall be minimized.

\* \* \*

**Section 13. MCC § 37.0915 is hereby amended to read as follows**

**37.0915 Violations**

Any use of land, land division, adjustment to property boundaries, work within a County right-of-way, or other activity by a person in violation of any provision of:

(A) MCC Chapters 33, 34, 35, 36 and 38; §§ 29.001 through 29.365 and 29.500 through 29.630611; Multnomah County Road Rules or the terms and conditions of any permit issued under those code provisions; or



(B) Any statute adopted by the Oregon Legislature and those land use planning goals and rules of the Land Conservation and Development Commission (LCDC) that apply directly to the County through ORS 197.646

may be subject to enforcement and fines as provided in this subchapter.

FIRST READING:

August 21 2008

SECOND READING:

September 4, 2008

THIRD READING AND ADOPTION:

September 11, 2008

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDINANCE NO. 1120**

Amending MCC Chapter 29, Relating to County Flood Hazard Regulations

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

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

- a. The Planning Commission is authorized by Multnomah County Code Chapter 37 to recommend to the Board of County Commissioners the adoption, revision, or repeal of regulations intended to carry out all or part of a plan adopted by the Board. The Planning Commission recommended adoption of the proposed amendments June 2<sup>nd</sup>, 2008.
- b. Flood Hazard regulations implement Policy 14 of the County Comprehensive Framework Plan, for Development Limitations, and related provisions of the County's Rural Area Plans. The regulations apply to certain rural unincorporated lands that are generally within the 100 year flood boundary as identified by the Federal Emergency Management Agency (FEMA).
- c. Flood Hazard standards are necessary to promote the public health, safety and general welfare, to minimize public and private losses due to flood conditions, and to allow property owners to participate in the National Flood Insurance Program (NFIP).
- d. The Flood Hazard regulations applicable in the West of the Sandy River Rural Plan Area were last amended in 2003 by Ordinance 996. The Flood Hazard regulations applicable in all other areas were last updated in 1999 by Ordinance 931.
- e. In 2007, Multnomah County was informed by the Department of Land Conservation and Development (DLCD) through a Community Assistance Visit that the Flood Hazard regulations must be amended for the county to remain in compliance with the minimum participation requirements of the National Flood Insurance Program.
- f. Additional changes recommended by DLCD will assist the county in enrolling in the FEMA sponsored Community Rating System, a voluntary program that encourages community floodplain management activities that exceed minimum NFIP requirements. Enrollment can result in reduced flood insurance premiums for citizens.
- g. Updating the Flood Hazard standards is an opportunity to bring remaining lands into compliance with Metro Title 3 and to combine the two Flood Hazard ordinances to achieve administrative efficiencies.
- h. Proposed changes are necessary to ensure that the building codes limit risk of flood related hazards as envisioned in Policy 14, to fully implement Title 3, and to ensure property owners maintain eligibility for insurance through the NFIP.
- i. Optional changes are also appropriate as they further protect public and private development from flood loss and may help to reduce flood insurance rates.



**Multnomah County Ordains as follows:**

**Section 1.**      **MCC § 29.600- is amended as follows:**

**FLOOD HAZARD REGULATIONS ~~(Excluding West of Sandy River Plan Area)~~**

**29.600- Purposes.**

The purposes of the Flood Hazard Standards are to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas and to allow property owners within unincorporated Multnomah County to participate in the National Flood Insurance Program and to comply with Metro Title 3 Requirements.

**Section 2.**      **MCC § 29.601 is amended as follows:**

**29.601 Definitions.**

For the purpose of this subchapter, the following definitions shall apply:

***ALTERATION.*** To modify, change or make different.

**AREAS OF SPECIAL FLOOD HAZARD.** All lands contained within the 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps (FIRM) as published by the Federal Emergency Management Agency (FEMA), and the area of inundation for the February, 1996 flood when located outside of the flood areas identified on the Flood Insurance Rate Maps.

The Areas of Special Flood Hazard identified by the Federal Insurance Administration in the most recent scientific and engineering report entitled "The Flood Insurance Study, Multnomah County Oregon Unincorporated Areas", with accompanying Flood Insurance Rate Maps (FIRM), are hereby adopted by reference. Maps produced by the Metro Data Regional Center that identify the area of inundation for the February 1996 flood are also adopted by reference. The Flood Insurance Study is on file at the Multnomah County Planning Office. The best available information for flood hazard area identification as outlined in MCC 29.608 shall be the basis for regulation until a new FIRM is issued.

These maps may be periodically revised or modified by FEMA in accordance with prescribed procedures pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 92-234). In order to employ the best available information and maintain compliance with Federal Flood Insurance Program regulations, Multnomah County shall utilize any such revisions or modifications upon their effective date.

**BASE FLOOD.** The flood having a one percent chance of being equaled or exceeded in any given year. Also referred to as the "100-year flood." Designation on the FIRM maps always includes the letter A to identify a zone of specified risk. (Zone A is the flood insurance rate zone that corresponds to the 1-percent annual chance floodplains that are determined in the Flood Insurance Study by approximate methods of analysis).



**BASEMENT.** Any area of the building having its floor sub grade (below ground level) on all sides.

**CRITICAL FACILITY.** A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals police, fire and emergency response installations, and installations which produce, use or store hazardous materials or hazardous waste.

**DESIGN FLOOD ELEVATION.** The elevation of the base flood elevation, or in areas without maps, the elevation of the 25-year storm, or the edge of mapped flood prone soils or similar methodologies.

**DEVELOPMENT.** Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the areas shown within 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published by the Federal Emergency Management Agency (FEMA) and or within any watercourse.

**ELEVATED BUILDING.** For insurance purposes, a non basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

**ELEVATION CERTIFICATE.** The document used to certify the FIRM Zone and base flood elevation of the development area of a property, and to determine the required elevation or floodproofing requirements of new and substantially improved structures.

**ENCROACHMENT.** To fill, construct, improve, or develop beyond the original bank line of the watercourse. Bank stabilization or restoration of a watercourse which does not protrude beyond the original banks line and does not protrude above the topography at the time the Flood Insurance Rate Map was developed is not considered an encroachment by this subdistrict.

**FLOOD OR FLOODING.** A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters, and/or
- (2) The unusual and rapid accumulation of runoff of surface waters from any source.

**FLOOD INSURANCE RATE MAP (FIRM).** The official map on which the Federal Insurance Administration has delineated both the areas of the special flood hazards and the risk premium zones applicable to the community.

**FLOOD INSURANCE STUDY.** The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

**FLOODPROOFING CERTIFICATE.** Documentation of certification by an Oregon registered professional engineer or architect that the design and methods of construction of a non-residential building are in accordance with accepted practices for meeting the floodproofing requirements of this subchapter.



**FLOODWAY.** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**LOWEST FLOOR.** The lowest floor of the lowest enclosed area (including basement).

**MANUFACTURED HOME.** A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

**NEW CONSTRUCTION.** Structures for which the "start of construction" commenced on or after the effective date of this ordinance.

**RECREATIONAL VEHICLE.** A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, self-propelled or permanently towable by a light duty truck and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**START OF CONSTRUCTION.** Includes substantial improvement to existing structures, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include the land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement to an existing structure, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**STRUCTURE.** A walled and/or roofed building including a gas or liquid storage tank that is principally above ground. A building with only one wall and no roof or a building with no walls and a roof, for example, is considered a structure.

**SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT.** Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- (1) Before the improvement or repair is started; or
- (2) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The costs to repair must be calculated for full repair to "before-damage" condition, even if the owner elects to do less. The total costs to repair include both structural and finish materials and labor including donated labor and materials.



(3) The value of these alterations to an existing structure is measured cumulatively to avoid exempting a substantial improvement implemented in phases over time..

(34) Substantial Improvement does not, however, include either:

(a) The portion of any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by local building officials and which are the minimum necessary to assure safe living conditions or

(b) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

**WATERCOURSE.** A channel in which a flow of water occurs, either continuously or intermittently with some degree of regularity. Watercourses may be either natural or artificial. Natural and artificial features which transport surface water. Watercourse includes a river, stream, creek, slough, ditch, canal, or drainageway.

**Section 3.** MCC § 29.602 is amended as follows:

**29.602 Areas Affected.**

~~————(A) The provisions of MCC 29.600 - 29.611 shall apply to all areas of special flood hazard, within the 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published by the Federal Emergency Management Agency (FEMA) and any watercourse as defined by MCC 29.601. The provisions of 29.609 shall also apply to any relocation, encroachment or alteration of a watercourse.~~

~~————(1) These maps may be periodically revised or modified by FEMA in accordance with prescribed procedures pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 92-234). In order to employ the best available information and maintain compliance with Federal Flood Insurance Program regulations, Multnomah County shall utilize any such revisions or modifications upon their effective date.~~

~~(2) —On the Multnomah County Zoning Map, all areas depicted as being Flood Fringe (FF), Floodway (FW) or Flood Hazard (FH) with this ordinance are repealed from requiring a Flood Hazard Permit.~~

**Section 4.** MCC § 29.603 is amended as follows:

**29.603 Permits.**

(A) No structure, dwelling or manufactured home shall be erected, located, altered, improved, repaired or enlarged and no other new development including but not limited to grading, mining, excavation and filling (see "Development" under MCC 29.601) shall occur in areas of special flood hazard on lands within the 100-year flood boundary unless a Floodplain Development Permit specifically



authorizing the proposal has been obtained from Multnomah County. Variances to the Flood Hazard regulations are not allowed.

(1) Improvements to a structure, dwelling or mobile home or other development, which does not ~~meet the definition of "Development" under MCC 29.601~~ require a land use permit, grading permit or building permit, are exempted from obtaining a Floodplain Development Hazard Permit.

(B) Alterations, modifications or relocations to any watercourse as defined in MCC 29.601 are subject to a Floodplain Development Hazard permit and the Watercourse Relocation and Alteration standards requirements of MCC 29.609.

~~(1) Regular maintenance of ditches and dikes within the Sauvie Island Drainage District is exempted from obtaining a Flood Hazard Permit.~~

(C) Transportation maintenance activities may be evaluated in an annual Flood Hazard permit. This permit will confirm that the typical Best Management Practices used to accomplish routine transportation maintenance projects meet applicable Flood Hazard regulations. Eligible activities include routine cleaning and maintenance of ditches and culverts, replacement culverts, unanticipated emergency response activities and the permitting of new driveway culverts crossing a county maintained ditch. After the fact notification of the location and scope of all transportation maintenance activities is required.

**Section 5.** MCC § 29.604 is amended as follows:

**29.604 Exemption from Development Standards.**

The following are exempt:

(A) Land may be exempted from the requirements of MCC 29.606 upon review and approval by the Director of an acceptable elevation certificate or survey, certified by a State of Oregon registered Professional Engineer or land surveyor, which demonstrates that the entire subject parcel is at least one foot above the base flood ~~level~~ elevation. This exemption is only possible when flood elevation data is available. If a critical facility is proposed, the entire parcel must be at least three feet above the base flood elevation (or above the 500-year flood elevation, which ever is higher) in order to be considered exempt from the requirements of MCC 29.606.

(B) The reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Historic Sites Inventory may be permitted without regard to the requirements of MCC 29.606 (B) through (D).

(C) Forest practices ~~conducted~~ approved under the Forest Practices Act are not regulated by this subchapter.

(D) The following drainage district maintenance activities are not regulated by this subchapter when regulated by an Army Corps of Engineers Nationwide 31 permit - Routine operations, repair, maintenance, alteration, rehabilitation, or replacement of existing drainage, flood control, and related facilities, including any structures, pump stations, water control structures, culverts, irrigation systems, roadways, utilities, accessory uses (such as off-load facilities that facilitate water-based maintenance), erosion control projects, levees, soil and bank stabilization projects, dredging and ditch



clearing within the hydraulic cross-section in existing storm water conveyance drainageways, habitat restoration and enhancement projects, or other water quality and flood storage projects required to be undertaken pursuant to ORS chapters 547 or 554 or Titles 33 or 44 of the Code of Federal Regulations, provided that:

(1) The project is consistent with Division of State Lands, five-year renewable general authorization permit, five-year renewable Army Corps of Engineers Nationwide 31 permit and all other applicable local, regional, county and state laws and regulations. The preconstruction notification and annual reporting required by the Army Corp's Nationwide 31 permit must also be submitted to Multnomah County planning by the drainage districts for review and comment.

(2) The project does not encroach closer to a water feature than existing operations and development; and

(3) Vegetation native to the metro area is maintained, enhanced and restored, if disturbed; other vegetation is replaced, if disturbed, with non-invasive vegetation; and the planting of native vegetation and the removal of invasive non- native vegetation is encouraged.

**Section 6. MCC § 29.605 is amended as follows:**

**29.605 Application Information Required.**

An application for development subject to a Floodplain Development Permit shall include the following:

(A) A map showing the property line locations, the surveyed boundaries of the 100 year floodplain on the parcel, roads, and driveways, existing structures, watercourses and the location of the proposed development(s), topographic elevations for the proposed development and areas of grading or filling required for the project. The FIRM map and panel number shall also be provided on the map.

(B) Detailed construction drawings showing compliance with the development standards specified in MCC 29.606. A State of Oregon registered professional~~licensed~~ engineer or architect shall stamp the plans and include a statement that the plans meet the applicable requirements of MCC 29.606.

(C) An elevation certificate based on construction drawings which have been signed by a State of Oregon registered professional land surveyor, or a floodproofing certificate signed by a State of Oregon registered professional engineer or architect, -depending on the type of development proposed. The certificate shall be accompanied by a plan of the property which shows the location and elevation of a benchmark on the property.

(D) A written narrative specifying building materials and methods that will be utilized to comply with the requirements of the floodplain development permit and this subchapter.

(E) Evidence that the applicant has obtained, when necessary, prior approval from those Federal, State and/or local governmental agencies with jurisdiction over the proposed development.



**Section 7.**      **MCC § 29.606 is amended as follows:**

**29.606 Development Standards.**

Unless otherwise stated below, the following development standards shall apply within all portions of unincorporated Multnomah County to all new construction, substantial improvement or other development in areas of special flood hazard, as defined in 29.601 within the 100-year flood boundary: (The General Development Standards of 29.606(A) are only applicable in the West of Sandy River Rural Plan area and/or within the Metro Jurisdictional Boundary)

(A) General Development Standards - Applicable only in the West of Sandy River Rural Plan Area and/or within the Metro Jurisdictional Boundary.

(1) Development, excavation and fill shall be performed in a manner that maintains or increases flood storage and conveyance capacity and does not increase the design flood elevation.

(2) All fill placed at or below the design flood elevation in areas of special flood hazard shall be balanced with at least an equal amount of soil material removal.

(3) Excavation shall not be counted as compensating for fill if such areas will be filled with water in non-storm winter conditions.

(4) Temporary fills permitted during construction shall be removed and not be allowed in the floodway during the wet weather season.

(5) Uncontained areas of hazardous materials as defined by the Oregon Department of Environmental Quality shall be prohibited in areas of special flood hazard.

(AB) All Structures Except as provided in subsection (A) above, this subsection applies to all structures within areas of special flood hazard in unincorporated Multnomah County as defined in 29.601.

(1) All new construction and substantial improvement shall:

(a) Comply with Oregon State Building Codes.

(b) Have the electrical, heating, ventilation, duct systems, plumbing, and air conditioning equipment and other service facilities ~~shall be designed and/or located~~ a minimum of one foot above the base flood elevation so as to prevent water from entering or accumulating within the components during conditions of flooding.

(c) Use materials and utility equipment resistant to flood damage.

(d) Using methods and practices that minimize flood damage.

(e) For areas that are fully enclosed below the lowest floor and that are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. (Note: this requirement is not applicable for floodproofed nonresidential structures).



1. Designs for meeting this requirement must ~~either~~ be certified by a State of Oregon registered professional engineer or architect and must meet or exceed the following minimum criteria:

a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above the lowest adjacent exterior grade. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters and the covering device does not reduce the minimum required total net area of the opening.

(2) Adequate drainage paths are required around structures on slopes to guide floodwaters around and away from proposed structures. Positive drainage away from a structure's foundation shall also be provided to avoid ponding of water adjacent to the foundation after floodwaters recede.

(3) Below-grade crawlspace construction (see figure 2 below).

In addition to meeting the previous development standards for all structures, all below-grade crawlspaces shall meet the following standards. Below-grade crawlspace construction in accordance with the requirements listed below will not be considered a basement.

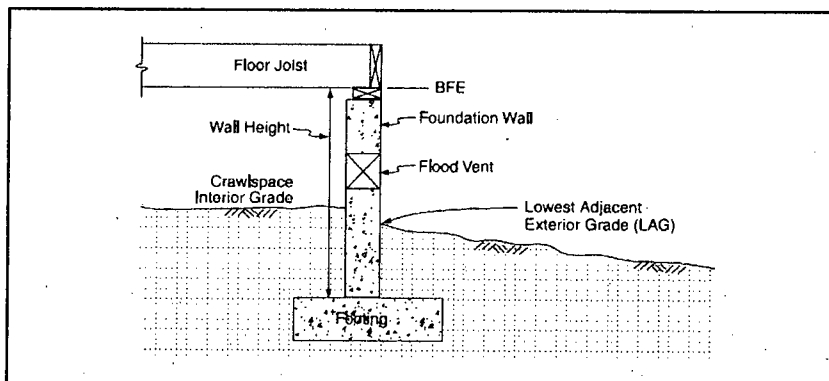


Figure 1 Preferred crawlspace construction.

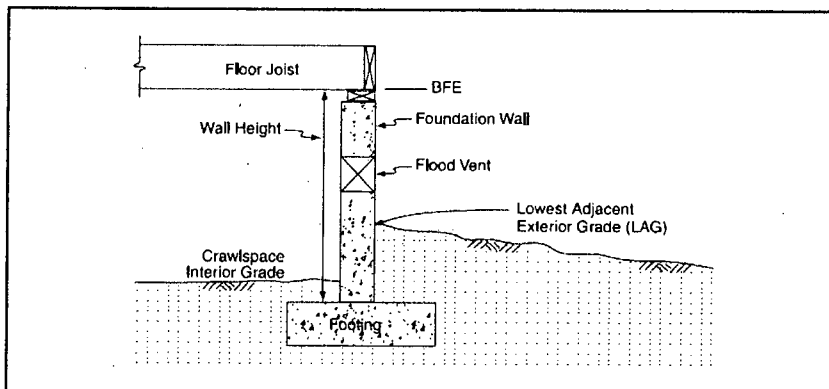


Figure 2 Below-grade crawlspace construction.



(a) The interior grade of a crawlspace below the base flood elevation shall not be more than two-feet below the lowest adjacent exterior grade.

(b) The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four feet at any point.

(c) There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. Drainage examples include natural drainage through porous well drained soils, perforated pipes, drainage tiles, or gravel/crushed stone drainage by gravity or mechanical means.

(d) The velocity of floodwaters shall not exceed five-feet per second for any proposed below grade crawlspace location. The Multnomah County Flood Insurance Study contains Floodway Data Tables presenting information on mean floodway velocities at each cross section along the river or stream. Other types of foundations, such as open pile or column foundations, that allow floodwaters to flow freely beneath the building, are recommended for areas exceeding five-feet per second flood velocities.

(e) The below-grade crawlspace area should be designed so that it is easily accessible for physical post-flood clean-up and ventilation. The land owner must record a notice acknowledging below-grade crawlspace construction is not recommended by the Federal Emergency Management Agency and that this type of construction can increase flood insurance premiums for homeowners.

(4) When applicable, the horizontal line of the base flood elevation shall be surveyed and clearly marked and labeled, by a State of Oregon registered professional land surveyor, on an inside wall of any structure or inside foundation wall when a crawlspace is proposed to provide a visual reference for the building inspector. This reference line is not intended to be permanent and can be removed, covered or painted over at the conclusion of all building inspections. This marking is not applicable when the entire structure, including above grade foundation walls, will be elevated above the base flood elevation.

**(BC) Residential Structures.**

New construction and substantial improvement of any residential structure, including manufactured homes not considered a Critical Facility, shall:

(1) Have the lowest floor, including basement, elevated to at least one foot above the base elevation flood level as indicated on the Elevation Certificate. Floating dwellings do not need to be elevated but must be able to rise with flood waters to the design flood elevation required by this section. This will require consideration of the piling heights. The lowest floor, including basement, shall be elevated to at least two feet above the base flood elevation where flood elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative federal, state or other source. Where flood elevation data is not available, a State of Oregon registered professional engineer or architect shall also verify that the proposed construction will be reasonably safe from flooding.

A garage attached to a residential structure can be constructed with the garage floor slab below the base flood elevation but must be designed to allow for the automatic entry of flood waters. Openings must meet the requirements of 29.606(B) and are required in two different exterior



walls of the garage (two different walls or one wall and one garage door). For purposes of this section, an unfinished garage (either attached or detached) may be considered a non-residential structure.

In addition to allowing the automatic entry of flood waters, the areas of the garage below the base flood elevation must be constructed with flood resistant materials. Garage doors without openings specifically designed to allow for the free flow of floodwaters do not meet these opening requirements. Gaps that may be present between the door segments and between the garage door and the garage door jam do not guarantee the automatic entry and exist of floodwaters. The human intervention necessary to open garage doors is not an acceptable means of meeting the opening requirements.

(2) Be placed on a permanent foundation and shall be anchored to ~~resist prevent~~ flotation, collapse and lateral movement by providing tie downs (anchor bolts, seismic tie-downs) and anchoring as specified in OAR 814-23-005 through 080 and State of Oregon 1 and 2 Family Dwelling Specialty Code, as appropriate to the construction type.

(3) Have structural components capable of withstanding hydrostatic and hydrodynamic loads, effects of buoyancy, flood depths, pressures, velocities and other factors associated with the base flood.

(34) Conduct a ~~finished construction~~ as-built elevation survey of the lowest floor. This survey shall be completed by a State of Oregon registered ~~professional engineer or land surveyor~~ and must certify that the structure's lowest floor was elevated to at least one foot above the base flood ~~level~~ elevation. The lowest floor, including basement, shall be elevated to at least two feet above the base flood elevation where flood elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative federal, state or other source. Where flood elevation data is not available, a State of Oregon registered professional engineer or architect shall also verify that the proposed construction will be reasonably safe from flooding.

(a) The ~~as-built~~ finished construction elevation survey certificate and stamped documentation certifying that the structure has been built in compliance with the applicable provisions of 29.606 shall be submitted to Multnomah County Land Use Planning prior to occupancy of the structure.

(b) Prior to issuance of a building permit or start of development, a performance bond or cash deposit of \$1000.00 shall be required to assure that the ~~as-built~~ finished construction elevation survey certificate is submitted. The deposit/bond may be used to obtain the elevation ~~survey certificate~~, without notice, if it is not completed and submitted prior to occupancy of the dwelling. The performance bond or cash deposit shall be released upon submittal of the ~~as-built~~ finished construction elevation survey certificate, unless utilized to obtain compliance.

(CD) Nonresidential Structures.

New construction and substantial improvement of any commercial, industrial or other non-residential structure, including a detached garage, shall:

(1) Have the lowest floor including basement, elevated at least one foot above the base flood elevation and be anchored to prevent flotation, collapse, or lateral movement of the structure. level Floating nonresidential structures do not need to be elevated but must be able to rise with flood waters to the design flood elevation required by this section. This will require consideration of the piling heights. The lowest floor, including basement, shall be elevated to at least two feet above the base flood



elevation where flood elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative federal, state or other source. Where flood elevation data is not available, a State of Oregon registered professional engineer or architect shall also verify that the proposed construction will be reasonably safe from flooding; or, together with attendant utility and sanitary facilities, shall:

(a) Be floodproofed such that the structure, including the attendant utility and sanitary facilities, shall be substantially impermeable to the passage of water to an elevation at least one foot above the base flood ~~leve~~elevation; and

(b) Have structural components capable of withstanding hydrostatic and hydrodynamic loads, effects of buoyancy, flood depths, pressures, velocities and other factors associated with the base flood; and

(c) Be certified by a State of Oregon registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans ~~standards of this subsection are satisfied.~~

(2) ~~The applicant shall provide either an as-built finished construction elevation survey certificate prepared by a State of Oregon land surveyor for an elevated non-residential structure or a flood proofing certificate prepared of the lowest floor completed by a State of Oregon Registered professional engineer or land surveyor/architect for a non-elevated, non-residential structure certifying that the structure's lowest floor was elevated to at least one foot above the base flood level; or submit a stamped documentation by a State of Oregon Registered Professional Engineer certifying the structure has been built in compliance with MCC 29.606(C)(1)(a) though (c).~~

(a) ~~The as-built finished construction elevation certificate/floodproofing certificates survey or and~~ stamped documentation certifying the structure has been built in compliance with the applicable provisions of MCC 29.606 shall be submitted to Multnomah County Land Use Planning prior to occupancy of the structure.

(b) Prior to issuance of a building permit or start of development, a performance bond or cash deposit of \$1000.00 shall be required to assure that the as-built finished construction elevation survey certificate or and stamped documentation is submitted. The bond/deposit may be used to obtain the elevation survey certificate or documentation, without notice, if it is not completed and submitted prior to occupancy or use of the structure or development. The performance bond or cash deposit shall be released upon submittal of the as-built finished construction elevation survey certificate or stamped documentation, unless utilized to obtain compliance.

(DE) On Site Waste Disposal Systems, Wells, Water Systems and Sewer Systems.

All new and replacement water and sewer systems, including on-site waste disposal systems, shall be designed to:

- (1) Minimize infiltration of floodwaters into the system;
- (2) Minimize discharge from systems into floodwaters;
- (3) Avoid impairment or contamination during flooding.



(EF) ~~Recreational Vehicles in Campground or Recreational Development~~

Recreational vehicles utilized on sites within Zones A1-A30, AH and AE on the community's FIRM shall either:

- (1) Be on the site for fewer than 180 consecutive days, or
- (2) Be fully licensed and ready for highway uses, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- (3) Meet the requirements of section 29.606(AB) and (BC).

(G) Critical Facilities

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the areas of special flood hazard. Construction of new critical facilities shall be permissible within the special flood hazard area if:

- (1) No feasible alternative is available.
- (2) The lowest floor is elevated three feet above the base flood elevation, or to the elevation of the 500-year flood, whichever is higher.
- (3) At least one access route to the critical facility shall be either located or elevated at or above the flood elevation referenced above to assure the route will remain passable during flood events.
- (4) Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced or released into floodwaters.
- (5) The construction meets the requirements of MCC 29.606(D) except the lowest floor elevation shall meet (G)(2) above.

(H) Land Division Proposals

County review of proposed land divisions are subject to separate criteria in the county zoning code titled "Land Divisions" which are designed to minimize flood damage.

**Section 8.** MCC § 29.607 is amended as follows:

**29.607 Floodway Requirements.**

In areas identified as a floodway in ~~MCC 29.602 on the Flood Boundary and Floodway Maps~~, the following restrictions, in addition to the requirements of MCC 29.606, shall apply:

- (A) No development shall be permitted that would result in any measurable increase in base flood levels.



(1) Encroachment into the floodway, including fill, new construction, substantial improvements and other development, is prohibited, unless a detailed step backwater analysis and conveyance compensation calculations, certified by a State of Oregon registered professional engineer, are provided which demonstrates that the proposed encroachment will cause no measurable increase in flood levels (water surface elevations) during a base flood discharge.

(2) If Section (A) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of MCC 29.606.

(B) In areas where a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the communities FIRM, unless:

(1) It is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community, and

(2) The applicable requirements of 29.606 are met.

**Section 9.** MCC § 29.609 is amended as follows:

**29.609 Watercourse Relocation and Alteration.**

Prior to approving any relocation, encroachment or alteration of a watercourse, the Land Use Planning Division shall provide mailed notice of the proposal to adjoining communities and to the Department of Land Conservation and Development Floodplain Coordinator. Copies of such notice shall also be provided to the Federal Insurance Administration.

(A) No relocation, encroachment or alteration of a watercourse shall be permitted unless a detailed hydraulic analysis, certified by a State of Oregon registered professional engineer, is provided which demonstrates that:

- (1) The flood carrying capacity for the altered or relocated portion of the watercourse will be maintained;
- (2) The area subject to inundation by the base flood discharge will not be increased;
- (3) The alteration or relocation will cause no measurable increase in base flood levels.

**Section 10.** MCC § 29.610 is amended as follows:

**29.610 County Records.**

Multnomah County or its designee shall obtain and maintain on file the actual-final construction elevation (in relation to the National Geodetic Vertical Datum (NGVD) 1929 or NAVD 1988) of the



lowest floor, including basement, of all new or substantially improved structures in areas subject to the provisions of this Section.

(A) For all new or substantially improved floodproofed structures in areas subject to the provisions of this Section, Multnomah County shall obtain and maintain on file the actual elevation (in relation to NGVD 1929 or NAVD 1988) of to which the structure was floodproofed and shall also maintain the floodproofing certifications required pursuant to MCC 29.606(C)(1)(b)-(d).

**Section 11.** MCC §§ 29.620- through 29.630 are repealed as follows:

**29.620\* WEST OF SANDY RIVER FLOOD HAZARD REGULATIONS**

**29.620- Purposes.**

~~———— The purposes of the Flood Hazard Standards are to promote the public health, safety and general welfare, to reduce the risk of flooding and maintain the functions and values of floodplains such as allowing for the storage and conveyance of stream flows through existing and natural flood conveyance systems, and to minimize public and private losses due to flood conditions in specific areas and to allow property owners within the West of Sandy River Plan Area of unincorporated Multnomah County to participate in the National Flood Insurance Program.(Title 3)~~

**29.621 Definitions.**

~~———— For the purpose of this subchapter, the following definitions shall apply:~~

~~———— **ALTERATION.** To modify, change or make different.~~

~~———— **DEVELOPMENT.** Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the areas shown within 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published by the Federal Emergency Management Agency (FEMA), the area of inundation for the February 1996 flood, and any watercourse.~~

~~———— **DESIGN FLOOD ELEVATION.** The elevation of the 100-year flood as defined by FEMA Flood Insurance Rate Maps, or in areas without maps, the elevation of the 25-year storm, or the edge of mapped flood-prone soils or similar methodologies.~~

~~———— **ELEVATION CERTIFICATE.** The document used to certify the FIRM Zone and base flood elevation of the development area of a property, and to determine the required elevation or floodproofing requirements of new and substantially improved structures.~~

~~———— **ENCROACHMENT.** To fill, construct, improve, or develop beyond the original bank line of the watercourse. Bank stabilization or restoration of a watercourse which does not protrude beyond the original bank line is not considered an encroachment by this subdistrict.~~

~~———— **FLOOD MANAGEMENT AREA.** All lands contained within the 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published~~



by the Federal Emergency Management Agency (FEMA), and the area of inundation for the February 1996 flood.(Title 3)

— **FLOODWAY.** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

— **RECREATIONAL VEHICLE.** A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, self propelled or permanently towable by a light duty truck and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

— **SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

— **SUBSTANTIAL IMPROVEMENT.** Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- (1) — Before the improvement or repair is started; or
- (2) — If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The costs to repair must be calculated for full repair to "before damage" condition, even if the owner elects to do less. The total costs to repair include both structural and finish materials and labor.
- (3) — Substantial Improvement does not, however, include either:
  - (a) — The portion of any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by local building officials and which are the minimum necessary to assure safe living conditions or
  - (b) — Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

— **WATERCOURSE.** Natural and artificial features which transport surface water. Watercourse includes a river, stream, creek, slough, ditch, canal, or drainageway.

#### **29.622 Areas Affected.**

— (A) — The provisions of MCC 29.620–29.630 shall apply within the West of Sandy River Plan Area to all areas within the 100-year flood boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published by the Federal Emergency Management Agency (FEMA), the area of inundation for the February 1996 flood, and any watercourse as defined by MCC 29.621.(Title 3)

— (1) — These maps may be periodically revised or modified by FEMA in accordance with prescribed procedures pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 92-



234). In order to employ the best available information and maintain compliance with Federal Flood Insurance Program regulations, Multnomah County shall utilize any such revisions or modifications upon their effective date.

~~(2) On the Multnomah County Zoning Map, all areas depicted as being Flood Fringe (FF), Floodway (FW) or Flood Hazard (FH) with this ordinance are repealed from requiring a Flood Hazard Permit.~~

#### **29.623 Permits.**

~~(A) No structure, dwelling or manufactured home shall be erected, located, altered, improved, repaired or enlarged and no other new development including but not limited to grading, mining, excavation and filling shall occur on lands within Flood Management Areas unless a Floodplain Development Permit specifically authorizing the proposal has been obtained from Multnomah County.~~

~~(1) Improvements to a structure, dwelling or mobile home, which does not require a land-use permit, grading permit or building permit, are exempted from obtaining a Flood Hazard Permit.~~

~~(B) Alterations, modifications or relocations to any watercourse as defined in MCC 29.621 are subject to a Flood Hazard permit and the Watercourse Relocation requirements of MCC 29.629.~~

~~(1) Regular maintenance of ditches and dikes within the Sauvie Island Drainage District is exempted from obtaining a Flood Hazard Permit.~~

#### **29.624 Exemption from Development Standards.**

~~The following are exempt:~~

~~(A) Land may be exempted from the requirements of MCC 29.626 upon review and approval by the Director of an acceptable elevation survey, certified by a State of Oregon Registered Professional Engineer or Land Surveyor, which demonstrates that the entire subject parcel is at least one foot above the base flood level.~~

~~(B) The reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Historic Sites Inventory may be permitted without regard to the requirements of MCC 29.626.~~

~~(C) Forest practices conducted under the Forest Practices Act.~~

#### **29.625 Application Information Required.**

~~An application for development subject to a Floodplain Development Permit shall include the following:~~

~~(A) A map showing the property line locations, the boundaries of the 100 year floodplain on the parcel, roads, and driveways, existing structures, watercourses and the location of the proposed development(s), topographic elevations for the proposed development and areas of grading or filling required for the project.~~



~~\_\_\_\_\_ (B) Detailed construction drawings showing compliance with the development standards specified in MCC 29.626. A licensed engineer or architect shall stamp the plans and include a statement that the plans meet the requirements of MCC 29.626.~~

~~\_\_\_\_\_ (C) An elevation certificate signed by a Registered Professional Land Surveyor, Engineer or Architect. The certificate shall be accompanied by a plan of the property which shows the location and elevation of a benchmark on the property.~~

~~\_\_\_\_\_ (D) A written narrative specifying building materials and methods that will be utilized to comply with the requirements of the Floodplain Permit.~~

~~\_\_\_\_\_ (E) Evidence that the applicant has obtained, when necessary, prior approval from those Federal, State and/or local governmental agencies with jurisdiction over the proposed development.~~

#### **29.626 Development Standards.**

~~\_\_\_\_\_ The following standards shall apply to all new construction, substantial improvement or other development in Flood Management Areas:~~

##### ~~\_\_\_\_\_ (A) General Development Standards~~

~~\_\_\_\_\_ (1) Development, excavation and fill shall be performed in a manner to maintain or increase flood storage and conveyance capacity and not increase design flood elevations.~~

~~\_\_\_\_\_ (2) All fill placed at or below the design flood elevation in Flood Management Areas shall be balanced with at least an equal amount of soil material removal.~~

~~\_\_\_\_\_ (3) Excavation shall not be counted as compensating for fill if such areas will be filled with water in non-storm winter conditions.~~

~~\_\_\_\_\_ (4) Temporary fills permitted during construction shall be removed.~~

~~\_\_\_\_\_ (5) Uncontained areas of hazardous materials as defined by DEQ shall be prohibited in Flood Management Areas. (Title 3)~~

##### ~~\_\_\_\_\_ (B) All Structures.~~

~~\_\_\_\_\_ (1) All new construction and substantial improvement shall:~~

~~\_\_\_\_\_ (a) Comply with Oregon State Building Codes.~~

~~\_\_\_\_\_ (b) Have the electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.~~

~~\_\_\_\_\_ (c) Use materials resistant to flood damage.~~

~~\_\_\_\_\_ (d) Using methods and practices that minimize flood damage.~~



~~\_\_\_\_\_ (e) For areas that are fully enclosed below the lowest floor and that are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.~~

~~\_\_\_\_\_ 1. Designs for meeting this requirement must either be certified by a registered professional engineer or architect and must meet or exceed the following minimum criteria:~~

~~\_\_\_\_\_ a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.~~

~~\_\_\_\_\_ b. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.~~

~~\_\_\_\_\_ (C) Residential Structures.~~

~~\_\_\_\_\_ New construction and substantial improvement of any residential structure, including manufactured homes, shall:~~

~~\_\_\_\_\_ (1) Have the lowest floor, including basement, elevated to at least one foot above the base flood level as indicated on the Elevation Certificate. For purposes of this section, an unfinished garage (either attached or detached) may be considered a non-residential structure.~~

~~\_\_\_\_\_ (2) Be placed on a permanent foundation and shall be anchored to resist flotation, collapse and lateral movement by providing tie downs (anchor bolts, seismic tie downs) and anchoring as specified in OAR 814-23-005 through 080 and State of Oregon 1 and 2 Family Dwelling Specialty Code, as appropriate to the construction type.~~

~~\_\_\_\_\_ (3) Conduct an as built elevation survey of the lowest floor. This survey shall be completed by a State of Oregon Registered Professional Engineer or Land Surveyor and must certify that the structure's lowest floor was elevated to at least one foot above the base flood level.~~

~~\_\_\_\_\_ (a) The as built elevation survey shall be submitted to Multnomah County Land Use Planning prior to occupancy of the structure.~~

~~\_\_\_\_\_ (b) Prior to issuance of a building permit or start of development, a performance bond or cash deposit of \$1000.00 shall be required to assure that the as built elevation survey is submitted. The deposit/bond may be used to obtain the elevation survey, without notice, if it is not completed and submitted prior to occupancy of the dwelling. The performance bond or cash deposit shall be released upon submittal of the as built elevation survey, unless utilized to obtain compliance.~~

~~\_\_\_\_\_ (D) Nonresidential Structures.~~

~~\_\_\_\_\_ New construction and substantial improvement of any commercial, industrial or other non-residential structure shall:~~

~~\_\_\_\_\_ (1) Have the lowest floor including basement, elevated at least one foot above the base flood level; or, together with attendant utility and sanitary facilities, shall:~~



\_\_\_\_\_ (a) \_\_\_\_\_ Be floodproofed such that the structure, including the attendant utility and sanitary facilities, shall be substantially impermeable to the passage of water to an elevation at least one foot above the base flood level; and

\_\_\_\_\_ (b) \_\_\_\_\_ Have structural components capable of withstanding hydrostatic and hydrodynamic loads, effects of buoyancy, flood depths, pressures, velocities and other factors associated with the base flood; and

\_\_\_\_\_ (c) \_\_\_\_\_ Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied.

\_\_\_\_\_ (2) \_\_\_\_\_ Provide an as-built elevation survey of the lowest floor completed by a State of Oregon Registered Professional Engineer or Land Surveyor certifying that the structure's lowest floor was elevated to at least one foot above the base flood level; or submit a stamped documentation by a State of Oregon Registered Professional Engineer certifying the structure has been built in compliance with MCC 29.626(D)(1)(a) through (c).

\_\_\_\_\_ (a) \_\_\_\_\_ The as-built elevation survey or stamped documentation shall be submitted to Multnomah County Land Use Planning prior to occupancy of the structure.

\_\_\_\_\_ (b) \_\_\_\_\_ Prior to issuance of a building permit or start of development, a performance bond or cash deposit of \$1000.00 shall be required to assure that the as-built elevation survey or stamped documentation is submitted. The bond/deposit may be used to obtain the elevation survey or documentation, without notice, if it is not completed and submitted prior to occupancy or use of the structure or development. The performance bond or cash deposit shall be released upon submittal of the as-built elevation survey or stamped documentation, unless utilized to obtain compliance.

\_\_\_\_\_ (E) \_\_\_\_\_ On Site Waste Disposal Systems, Wells, Water Systems and Sewer Systems.

\_\_\_\_\_ All new and replacement water and sewer systems, including on-site waste disposal systems, shall be designed to:

\_\_\_\_\_ (1) \_\_\_\_\_ Minimize infiltration of floodwaters into the system;

\_\_\_\_\_ (2) \_\_\_\_\_ Minimize discharge from systems into floodwaters;

\_\_\_\_\_ (3) \_\_\_\_\_ Avoid impairment or contamination during flooding.

\_\_\_\_\_ (F) \_\_\_\_\_ Recreational Vehicles in Campground or Recreational Development

\_\_\_\_\_ Recreational vehicles utilized on sites within Zones A1-A30, AH and AE on the community's FIRM shall either:

\_\_\_\_\_ (1) \_\_\_\_\_ Be on the site for fewer than 180 consecutive days, or

\_\_\_\_\_ (2) \_\_\_\_\_ Be fully licensed and ready for highway uses, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

\_\_\_\_\_ (3) \_\_\_\_\_ Meet the requirements of MCC 29.626(B) and (C).



#### **29.627 Floodway Requirements.**

~~\_\_\_\_\_ In areas identified as floodway on the Flood Boundary and Floodway Maps, the following restrictions, in addition to the requirements of MCC 29.626, shall apply:~~

~~\_\_\_\_\_ (A) No development shall be permitted that would result in any measurable increase in base flood levels.~~

~~\_\_\_\_\_ (1) Encroachment into the floodway is prohibited, unless a detailed step backwater analysis and conveyance compensation calculations, certified by a Registered Professional Engineer, are provided which demonstrates that the proposed encroachment will cause no measurable increase in flood levels (water surface elevations) during a base flood discharge.~~

#### **29.628 Procedure When Base Flood Elevation Data is Not Available.**

~~\_\_\_\_\_ (A) For the purposes of administering MCC 29.626 in areas where detailed base flood elevation data has not been provided by FEMA, the Land Use Planning Division shall obtain, review and utilize any base flood elevation and floodway data available from federal, state or local sources to assure that the proposed construction will be reasonably safe from flooding and may exercise local judgment based on historical data.~~

~~\_\_\_\_\_ (B) In areas where detailed base flood elevation data has not been provided by FEMA, all proposals for subdivisions or other new developments greater than 50 lots or five acres, whichever is less, shall provide detailed base flood elevation data and floodway data.~~

#### **29.629 Watercourse Relocation and Alteration.**

~~\_\_\_\_\_ Prior to approving any relocation, encroachment or alteration of a watercourse, the Land Use Planning Division shall provide mailed notice of the proposal to adjoining communities and to the Department of Land Conservation and Development Floodplain Coordinator. Copies of such notice shall also be provided to the Federal Insurance Administration.~~

~~\_\_\_\_\_ (A) No relocation, encroachment or alteration of a watercourse shall be permitted unless a detailed hydraulic analysis, certified by a Registered Professional Engineer, is provided which demonstrates that:~~

~~\_\_\_\_\_ (1) The flood carrying capacity for the altered or relocated portion of the watercourse will be maintained;~~

~~\_\_\_\_\_ (2) The area subject to inundation by the base flood discharge will not be increased;~~

~~\_\_\_\_\_ (3) The alteration or relocation will cause no measurable increase in base flood levels.~~

#### **29.630 County Records.**

~~\_\_\_\_\_ Multnomah County or its designee shall obtain and maintain on file the actual elevation (in relation to NGVD) of the lowest floor, including basement, of all new or substantially improved structures in areas subject to the provisions of this Section.~~



~~\_\_\_\_ (A) For all new or substantially improved floodproofed structures in areas subject to the provisions of this Section, Multnomah County shall obtain and maintain on file the actual elevation (in relation to NGVD) of the floodproofing and shall also maintain the floodproofing certifications required pursuant to MCC 29.626(D)(1)(b) and (c).~~

**Section 12.** MCC § 36.6183 is amended as follows

**36.6183 Approval Criteria for lands not zoned Exclusive Farm Use.**

To be approved all applications for Planning Director Review, Community Service Review or Building Permit Review of a wireless communications facility (WCF) shall demonstrate compliance with the following:

**(A) General and Operating Requirements**

\* \* \*

(4) Environmental Resource Protection. All wireless communication facilities shall be sited so as to minimize the effect on environmental resources. To that end, the following measures shall be implemented for all WCFs:

(a) The facility shall comply with Significant Environmental Concern regulations when applicable, including the conditions of an SEC permit for any excavation or removal of materials of archaeological, historical, prehistorical or anthropological nature;

(b) The facility shall comply with Grading and Erosion Control regulations of MCC 29.350 through 29.365 when applicable;

(c) The facility shall comply with Flood Hazard regulations of MCC 29.620-600 through 29.630-611 when applicable; and

(d) Alteration or disturbance of native vegetation and topography shall be minimized.

\* \* \*

**Section 13.** MCC § 37.0915 is hereby amended to read as follows

**37.0915 Violations**

Any use of land, land division, adjustment to property boundaries, work within a County right-of-way, or other activity by a person in violation of any provision of:

(A) MCC Chapters 33, 34, 35, 36 and 38; §§ 29.001 through 29.365 and 29.500 through 29.630-611; Multnomah County Road Rules or the terms and conditions of any permit issued under those code provisions; or



(B) Any statute adopted by the Oregon Legislature and those land use planning goals and rules of the Land Conservation and Development Commission (LCDC) that apply directly to the County through ORS 197.646

may be subject to enforcement and fines as provided in this subchapter.

FIRST READING:

August 21 2008

SECOND READING:

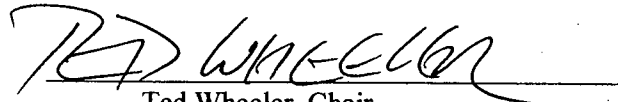
September 4, 2008

THIRD READING AND ADOPTION:

September 11, 2008



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Sandra N. Duffy, Assistant County Attorney

SUBMITTED BY:

M. Cecilia Johnson, Director, Department of Community Services





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 09/11/08  
Agenda Item #: R-3  
Est. Start Time: 9:40 AM  
Date Submitted: 09/03/08

**Agenda Title:** RESOLUTION Approving Revision of PCRB Rule 60-0040

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

**Requested Meeting Date:** September 11, 2008 **Amount of Time Needed:** 10 minutes  
**Department:** Dept of County Management **Division:** Finance & Risk Management / CPCA  
**Contact(s):** Brian R Smith  
**Phone:** 503-988-5111 **Ext.** 24173 **I/O Address:** 503/4  
**Presenter(s):** Brian Smith

### General Information

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

Central Procurement and Contract Administration (CPCA) in the Finance & Risk Management Division is requesting the Board to approve a revision to Public Contract Review Board (PCRB) Rule 60-0040 to allow the County to administer the Equal Employment Opportunity (EEO) certification for County contractors.

**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 City of Portland has been providing the vendor EEO certification service to the County under an Inter-Governmental Agreement. This arrangement has existed for more than ten years and is detailed in PCRB Rule 60-0040. Costs have increased, so that last year the County paid just over \$133 on a per-certification basis. CPCA believes that by taking the EEO certification process in-house, we can ensure vendor compliance in a manner that is both more efficient and accountable. The total funding to the City of Portland for this service amounts to \$26,216 and is part of Program Offer 72020. These funds would instead be used to directly support training and technical assistance for State certified Minority, Women and Emerging Small Business (MWESB) vendors working on Multnomah County projects.



A rule change is required for the County to self-perform this certification. CPCA believes that it is in the best interest of the County to revise PCRB Rule 60-0040 to allow the County to take over the EEO certification for County contractors.

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

NA

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

PCRB Rule 60-0040 needs to be revised to allow the County to administer the EEO certification for County contractors.

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

The County is finalizing negotiations with the City to continue our partnership with the City through an Inter-Governmental Agreement which covers Workforce Training & Hiring, and Technical Assistance services. EEO certification services will not be included.

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**Required Signature**

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Elected Official or  
Department/  
Agency Director:

*Carol M. Ford*

Date: 09/03/08



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

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

Approving Revision of PCRB Rule 60-0040

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

- a. Public Contract Review Board (PCRB) Rule 60-0040 requires that all contractors who have a contract amount in excess of \$75,000 must be certified as an Equal Employment Opportunity (EEO) contractor.
- b. The City of Portland has been providing the EEO certification service for County contractors under an Inter-Governmental Agreement which expired on June 30, 2008. Central Procurement and Contract Administration (CPCA) recommends to the Board that PCRB Rule 60-0040 be revised to allow the County to take over the EEO certification. CPCA recommends that PCRB Rule 60-0040 be revised to read as follows:

**60-0040 Requirement for Certification as Equal Employment Opportunity Employer**

- (1) The CPCA Manager shall implement an Equal Employment Opportunity (EEO) program to assure that all County contractors are certified as providing equal employment opportunities to their employees. The CPCA Manager shall develop forms for this purpose and shall have the authority to approve, deny and revoke certification. A Contractor may appeal a decision to deny certification or revoke certification in accordance with the procedure prescribed in ORS 279B.425.
  - (2) No Department shall enter into a Contract for an amount in excess of \$75,000 unless the Contractor is at the time of execution of such Contract certified as an EEO Contractor by the CPCA Manager. Before entering into any such Contract, the Department shall determine from the listing on the CPCA MINT Site or by other available means whether a Contractor is EEO certified.
- c. The Board finds, based on the attached findings, that it is in the best interest of the County to take over the EEO certification for County contractors.



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

The Board approves the revised PCRB Rule 60-0040, which allows the County to administer the EEO certification for County contractors.

ADOPTED this 11th day of September, 2008.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD

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Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

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

SUBMITTED BY:

Carol Ford, Director, Department of County Management



## **EXHIBIT 1**

### **FINDINGS IN SUPPORT OF THE REVISION TO PCRB RULE 60-0040 TO ALLOW THE COUNTY TO ADMINISTER THE EEO CERTIFICATION FOR COUNTY CONTRACTORS**

#### **1. Multnomah County Policy**

It is the intent of Multnomah County to provide opportunities for all segments of the business population to participate in Multnomah County contracting opportunities. Multnomah County has a compelling governmental interest in prohibiting discrimination in programs, activities, services, benefits and employment whether carried out by the County itself or through a Contractor with whom the County arranges to carry out its programs and activities.

#### **2. Background**

The current PCRB Rule 60-0040 reads:

##### **60-0040 Requirement for Certification as Equal Employment Opportunity Employer**

- (1) No Department shall enter into a Contract for an amount in excess of \$75,000 unless the Contractor is at the time of such Contract certified as an EEO Contractor by the City of Portland. Before entering into any such Contract with a Contractor, the Department shall determine from the listing on the CPCA MINT Site or by other available means whether a Contractor is EEO certified.
- (2) Contractors may become EEO Certified by application to the City of Portland. A Contractor may appeal a decision to deny certification or revoke certification in accordance with the procedure prescribed in ORS 279B.425.

The City of Portland has been providing the EEO certification service to the County, because the City has an automated process in place and it was viewed as easier for the County to have the City provide the service. This service has been provided under an Inter-Governmental Agreement (IGA), which expired on June 30, 2008. CPCA is in the process of negotiating the new IGA and would like to take over the EEO certification service. To do so the County needs to revise PCRB Rule 60-0040. The cost to set up and maintain the new process is minimal, as it will be incorporated as a new element (Contract Exhibit 5) in the existing contracting process. CPCA recommends that PCRB Rule 60-0040 be revised as follows:



## **60-0040 Requirement for Certification as Equal Employment Opportunity Employer**

- (1) The CPCA Manager shall implement an Equal Employment Opportunity (EEO) program to assure that all County contractors are certified as providing equal employment opportunities to their employees. The CPCA Manager shall develop forms for this purpose and shall have the authority to approve, deny and revoke certification. A Contractor may appeal a decision to deny certification and/or revoke certification in accordance with the procedure prescribed in ORS 279B.425.
- (2) No Department shall enter into a Contract for an amount in excess of \$75,000 unless the Contractor is at the time of execution of such Contract certified as an EEO Contractor by the CPCA Manager. Before entering into any such Contract, the Department shall determine from the listing on the CPCA MINT Site or by other available means whether a Contractor is EEO certified.

### **FINDINGS**

- A In FY 08, this service cost the County \$26,216. During that period, the City certified or re-certified 197 vendors who required certification, a per-certification cost of \$133.08.
- B By taking the EEO certification process in-house, the County can ensure vendor compliance in a manner that is both more efficient and accountable than the present system.
- C Cost savings would be used to directly support training and technical assistance for MWESB vendors working on Multnomah County projects.
- D CPCA believes that it is in the best interest of the County to take over the EEO certification for County contractors. CPCA will require contractors to self-certify through a contract exhibit rather than through the City's website.



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

**RESOLUTION NO. 08-123**

Approving Revision of PCRB Rule 60-0040

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

- a. Public Contract Review Board (PCRB) Rule 60-0040 requires that all contractors who have a contract amount in excess of \$75,000 must be certified as an Equal Employment Opportunity (EEO) contractor.
- b. The City of Portland has been providing the EEO certification service for County contractors under an Inter-Governmental Agreement which expired on June 30, 2008. Central Procurement and Contract Administration (CPCA) recommends to the Board that PCRB Rule 60-0040 be revised to allow the County to take over the EEO certification. CPCA recommends that PCRB Rule 60-0040 be revised to read as follows:

**60-0040 Requirement for Certification as Equal Employment Opportunity Employer**

- (1) The CPCA Manager shall implement an Equal Employment Opportunity (EEO) program to assure that all County contractors are certified as providing equal employment opportunities to their employees. The CPCA Manager shall develop forms for this purpose and shall have the authority to approve, deny and revoke certification. A Contractor may appeal a decision to deny certification or revoke certification in accordance with the procedure prescribed in ORS 279B.425.
  - (2) No Department shall enter into a Contract for an amount in excess of \$75,000 unless the Contractor is at the time of execution of such Contract certified as an EEO Contractor by the CPCA Manager. Before entering into any such Contract, the Department shall determine from the listing on the CPCA MINT Site or by other available means whether a Contractor is EEO certified.
- c. The Board finds, based on the attached findings, that it is in the best interest of the County to take over the EEO certification for County contractors.



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

The Board approves the revised PCRB Rule 60-0040, which allows the County to administer the EEO certification for County contractors.

ADOPTED this 11th day of September, 2008.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ACTING AS THE PUBLIC CONTRACT  
REVIEW BOARD

  
Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
John Thomas, Deputy County Attorney

SUBMITTED BY:

Carol Ford, Director, Department of County Management



## **EXHIBIT 1**

### **FINDINGS IN SUPPORT OF THE REVISION TO PCRB RULE 60-0040 TO ALLOW THE COUNTY TO ADMINISTER THE EEO CERTIFICATION FOR COUNTY CONTRACTORS**

#### **1. Multnomah County Policy**

It is the intent of Multnomah County to provide opportunities for all segments of the business population to participate in Multnomah County contracting opportunities. Multnomah County has a compelling governmental interest in prohibiting discrimination in programs, activities, services, benefits and employment whether carried out by the County itself or through a Contractor with whom the County arranges to carry out its programs and activities.

#### **2. Background**

The current PCRB Rule 60-0040 reads:

##### **60-0040 Requirement for Certification as Equal Employment Opportunity Employer**

- (1) No Department shall enter into a Contract for an amount in excess of \$75,000 unless the Contractor is at the time of such Contract certified as an EEO Contractor by the City of Portland. Before entering into any such Contract with a Contractor, the Department shall determine from the listing on the CPCA MINT Site or by other available means whether a Contractor is EEO certified.
- (2) Contractors may become EEO Certified by application to the City of Portland. A Contractor may appeal a decision to deny certification or revoke certification in accordance with the procedure prescribed in ORS 279B.425.

The City of Portland has been providing the EEO certification service to the County, because the City has an automated process in place and it was viewed as easier for the County to have the City provide the service. This service has been provided under an Inter-Governmental Agreement (IGA), which expired on June 30, 2008. CPCA is in the process of negotiating the new IGA and would like to take over the EEO certification service. To do so the County needs to revise PCRB Rule 60-0040. The cost to set up and maintain the new process is minimal, as it will be incorporated as a new element (Contract Exhibit 5) in the existing contracting process. CPCA recommends that PCRB Rule 60-0040 be revised as follows:



## **60-0040 Requirement for Certification as Equal Employment Opportunity Employer**

- (1) The CPCA Manager shall implement an Equal Employment Opportunity (EEO) program to assure that all County contractors are certified as providing equal employment opportunities to their employees. The CPCA Manager shall develop forms for this purpose and shall have the authority to approve, deny and revoke certification. A Contractor may appeal a decision to deny certification and/or revoke certification in accordance with the procedure prescribed in ORS 279B.425.
- (2) No Department shall enter into a Contract for an amount in excess of \$75,000 unless the Contractor is at the time of execution of such Contract certified as an EEO Contractor by the CPCA Manager. Before entering into any such Contract, the Department shall determine from the listing on the CPCA MINT Site or by other available means whether a Contractor is EEO certified.

### **FINDINGS**

- A In FY 08, this service cost the County \$26,216. During that period, the City certified or re-certified 197 vendors who required certification, a per-certification cost of \$133.08.
- B By taking the EEO certification process in-house, the County can ensure vendor compliance in a manner that is both more efficient and accountable than the present system.
- C Cost savings would be used to directly support training and technical assistance for MWESB vendors working on Multnomah County projects.
- D CPCA believes that it is in the best interest of the County to take over the EEO certification for County contractors. CPCA will require contractors to self-certify through a contract exhibit rather than through the City's website.





## MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST (short form)

### Board Clerk Use Only

Meeting Date: 09/11/08  
Agenda Item #: R-4  
Est. Start Time: 9:50 AM  
Date Submitted: 09/03/08

**Agenda Title:** **RESOLUTION Approving the Memorandum of Agreement between Multnomah County (the "County") and the Multnomah County Sheriff's Office (MCSO), and the Multnomah County Corrections Deputies Association (MCCDA)**

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

**Requested Meeting Date:** September 11, 2008 **Amount of Time Needed:** 15 minutes  
**Department:** Dept. of County Management **Division:** Central HR  
**Contact(s):** Travis Graves, Multnomah County HR Director  
**Phone:** 503.988.5135 **Ext.** 22168 **I/O Address:** 503/400  
**Presenter(s):** Travis Graves

### General Information

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

The Department of County Management recommends approval of the Memorandum of Agreement between Multnomah County and the Multnomah County Sheriff's Office (MCSO), and the Multnomah County Corrections Deputies Association (MCCDA).

**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.**

Please see the copy of the Memorandum of Agreement attached.

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

The General Fund contingency would be decreased and the Sheriff's Office appropriation would increase by \$2,196,494 for the current fiscal year. This amount includes a \$750,000 settlement payment to members of the Multnomah County Corrections Deputy Associations, \$1,168,650 is for one time purchase of vehicles and equipment and ongoing program costs for FY 2009. There may also be an increase in overtime expenditures within the Sheriff's Office as staffing levels are impacted until recruitment is completed to fill new positions. This may result in a need for an



additional contingency request at the end of FY 2009. If the program is continued into FY 2010 the annual program costs are estimated to be \$1.4 million. (see Budget Modification DCM-03).

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

Please see the copy of the Memorandum of Agreement attached.

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

n/a

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**Required Signature**

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

*Carol M. Ford*

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**Date:** 09/03/08

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Approving the Memorandum of Agreement between Multnomah County (the "County") and the Multnomah County Sheriff's Office (MCSO), and the Multnomah County Corrections Deputies Association (MCCDA)

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

- a. The County, MCSO and MCCDA wish to resolve the issues surrounding the transfer of the Close Street Supervision Program in 2005 which up until this time provided pretrial supervision services to high risk offenders; and
- b. The County is undertaking an extensive study and analysis of its pretrial services programs which will help to shape the future of the pretrial continuum of services in Multnomah County; and
- c. The parties have reached agreement on all issues concerning the return of pretrial supervision work to MCSO and staffed by MCCDA; and
- d. The parties wish to implement an orderly, effective, and final resolution of the disputes between the parties which will insure fair, efficient, and effective administration of the County's pretrial supervision programs while giving highest priority to safety of the public.

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

The Memorandum of Agreement between Multnomah County and the Multnomah County Sheriff's Office (MCSO), and the Multnomah County Corrections Deputies Association (MCCDA) is approved with an effective date of September 11, 2008.

ADOPTED this 11th day of September, 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:

Travis Graves, Multnomah County Human Resources Director



## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into between Multnomah County (the "County"), the Multnomah County Sheriff's Office ("MCSO"), and the Multnomah County Corrections Deputies Association ("MCCDA").

WHEREAS, prior to October 18, 2005 the members of MCCDA staffed the Close Street Supervision program in MCSO, providing pretrial supervision services to high risk offenders for more than 20 years; and

WHEREAS, the Employment Relations Board of the State of Oregon has determined in Case No. UP-58-05 that the County's October 18, 2005 unilateral change in its staffing of pretrial supervision programs was a violation of the Public Employee Collective Bargaining Act; and

WHEREAS, the County is undertaking an extensive study and analysis of its pretrial services programs called the Pretrial Services Continuum Study ("Pretrial Study"); and

WHEREAS, the parties have reached agreement on the amount of overtime pay compensation required by the order of the ERB in Case No. UP-58-05; and

WHEREAS, the parties wish to implement an orderly, effective, and final resolution of the disputes between the parties which will insure fair, efficient, and effective administration of the County's pretrial supervision programs while giving highest priority to the safety of the public;

NOW, THEREFORE, the parties agree as follows:

1. Effective on September 1, 2008, the County will assign, pursuant to Article 14.4, one Corrections Sergeant to work full-time in providing pretrial supervision and monitoring services for out-of-custody defendants awaiting trial.

As soon as feasible, but not later than October 1, 2008, the County will assign not less than the five incumbent Corrections Deputies whose names appear on Appendix A to work full-time in providing pretrial supervision and monitoring services for out-of-custody defendants awaiting trial.

Effective no later than October 15, 2008, the County will, pursuant to Article 14.4, assign an additional two Corrections Deputies to work full-time providing the same services. In the event any of the incumbent Corrections Deputies whose names appear on Appendix A decline assignment to the Close Street Program, the County will assign one additional Corrections Deputy to replace each such incumbent. The assignment for any such replacement Corrections Deputy shall also become effective no later than October 15, 2008. The incumbents with more than two years remaining who were transferred out of the Close Street Program on October 18, 2005 shall be offered the opportunity to complete their rotations as set forth in Appendix A; any additional staff, including any assigned to replace incumbents who decline the offer of assignments to the Close Street Program, will serve the normal four year rotation. The assignment of cases to MCCDA members shall be determined by the County.



2. MCCDA members assigned to work in pretrial supervision services shall be provided with the appropriate equipment necessary to perform their duties, including but not limited to computer resources, radios, County vehicles (subject to the County's fleet vehicle policies), ballistic vests, firearms, and less-lethal weapons equipment. MCCDA members assigned to pretrial supervision functions also will receive appropriate training for those positions.

3. The MCCDA staffing of pretrial supervision positions shall remain at the minimum staffing level specified in Paragraph 1, at least through completion of the pending Pretrial Study. The County represents that this Study is an objective study intended to make recommendations on the optimal structure and design of County pretrial supervision services, and is not intended to resolve the recently-litigated work transfer issues. Following completion of that Study, the County will determine what changes, if any, it regards as necessary to implement the recommendations of that Study. The County agrees that, should it desire to implement recommendations of that Study, it will maintain the minimum MCCDA staffing level specified in Paragraph 1, to the extent consistent with the interests and welfare of the public.

4. If the Sheriff and County recommend reduction of MCCDA staff assigned to pretrial services below the level specified in Paragraph 1, it shall notify MCCDA in writing not less than 30 days before the proposed implementation of that change, and shall meet and confer with MCCDA representatives. If the parties are unable to resolve the issues within 60 days of the date notification was sent to MCCDA, MCCDA will have the opportunity to arbitrate the reduction in staffing according to the procedures set forth in Article 20 of the MCCDA Collective Bargaining Agreement by proceeding directly to Step III: Arbitration. If MCCDA elects to arbitrate the County's decision, written notice of the intent to arbitrate must be issued to the County within the 60 day period specified above. In the event such notice of proposed implementation is issued, the minimum staffing specified in Paragraph 1 shall remain in place during the pendency of the meeting and arbitration proceedings, unless otherwise mutually agreed in writing. The arbitrator selected to hear the grievance shall be asked to determine whether the reduction in staff recommended by the County or the status quo better serves the interests and welfare of the public. If the arbitrator finds that the County's recommended staffing level better serves the interest and welfare of the public, the County may immediately implement its recommendation. If the arbitrator finds that the maintenance of the existing staffing level better serves the interest and welfare of the public, the County will not implement its recommendation. The arbitration shall be treated for all purposes as a contract grievance arbitration under Article 20. The arbitrator may retain jurisdiction for so long as necessary to implement such remedy.

5. The County specifically agrees that it shall not challenge the authority of the arbitrator to render a decision within the scope of arbitral authority set forth in Paragraph 4, above on the grounds that his decision may require consideration of topics which might be considered permissive for bargaining. To the extent that such topics are raised in the course of the arbitration proceeding, the County specifically waives any right which may exist to preclude the arbitrator from issuing a decision in favor of MCCDA based upon the permissive nature of any proposals or proposed remedies.



It is understood and agreed that this Agreement is not intended to limit the County's right to make future budgetary decisions or the MCSO's right to make operational decisions which may affect the number of MCCDA employees assigned to the Pretrial Services Program; however, the County will not attempt to transfer any MCCDA bargaining unit work without first satisfying its bargaining obligations under the Oregon Public Employees Collective Bargaining Act.

6. The procedures reflected herein shall be in lieu of any PECBA bargaining rights under ORS 243.672(1) (e) that might otherwise be triggered by staffing changes to the County's pretrial supervision programs referenced in Paragraph 4; however, nothing in this Agreement shall be construed as a waiver of any other PECBA rights (including rights under Paragraphs 1(a) or 1(b) of ORS 243.672) or bargaining rights on any subject other than the changes to staffing of County pretrial supervision services referenced in Paragraph 4.

7. The County will pay \$750,000 to MCCDA members as follows: \$375,000 as wages (subject to FICA, PERS, tax withholding and other incidental roll-ups) and \$375,000 into the MCCDA member VEBA accounts. The wages and VEBA contributions awarded shall be divided equally among all of the MCCDA bargaining unit employees, including those on paid and unpaid leaves of absence, employed by the County on the first day of the payroll period following implementation of this Agreement. The County shall make the required wage payments and VEBA contributions to the employees on the list no later than the second pay period following receipt of the list.

8. If the MCCDA members are returned to the Close Street program on a date other than the dates specified in Paragraph 1, above, the total award to MCCDA members shall be adjusted according to the stipulations set out in Appendices B and C.

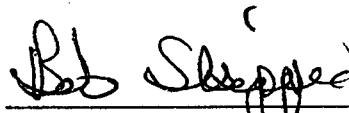
9. Within 30 days after the signing of this Agreement, if the Agreement has been properly ratified by MCCDA Executive Board and approved by the Board of County Commissioners, the Association will notify the Employment Relations Board that Case No. UP-58-05 has been settled, and the matter may be dismissed without prejudice or costs to either party. Furthermore, the parties mutually agree to release any and all claims that might be asserted based on the facts alleged in the ULP charge filed in that case.

10. Any disagreements over the scope, application, or implementation of this Agreement shall be resolved according to the grievance procedures set forth in Article 20 of the MCCDA Collective Bargaining Agreement in effect at the time of the filing of the grievance.

Dated this \_\_\_\_\_ day of August, 2008.



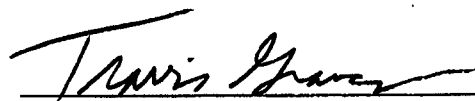
Phil Anderchuk, President  
MCCDA



Robert Skipper, Sheriff



Doug Hewitt, Vice-President  
MCCDA



Travis Graves, Human Resources Director  
Multnomah County



## **APPENDIX A**

### **ROTATION ASSIGNMENTS**

The following incumbents will be offered the opportunity to complete assignments providing pretrial supervision and monitoring services for out-of-custody defendants awaiting trial through the end of the customary four year rotation as set forth below:

<b><u>DEPUTY</u></b>	<b><u>END OF ROTATION</u></b>
William King	December 31, 2011
Adam Levin	December 31, 2011
Rawn Stone	December 31, 2011
Larry Wenzel	December 31, 2011
Steven Gilliam	December 31, 2011

## **APPENDIX B**



## AVERAGE WAGE RATES

In the event the Corrections Sergeant or Corrections Deputies are not returned to the Close Street program on the dates set forth in Paragraph 1 of the Agreement, the average hourly wage rates to be used in computing damages required by the orders of the Employment Relations Board in Case No. UP-58-05 shall be as follows:

<u>Fiscal Year</u>	<u>Corrections Deputies Hourly</u>	<u>Corrections Sergeant Hourly</u>
7/1/06 – 6/30/07	\$26.74	\$32.92
7/1/07 – 6/30/08	TO BE DETERMINED	
7/1/08 – 6/30/09	TO BE DETERMINED	

**NOTE: Final wage adjustments for 7/1/07 forward will be determined following issuance of interest arbitration award by Arbitrator Boedecker.**



## APPENDIX C

The \$375,000 wages plus \$375,000 VEBA contributions only cover damages attributable to the period of time from October 18, 2005 through October 1, 2008 and October 15, 2008, as described in Paragraph 1 of the Agreement. In the event the Corrections Sergeant or Corrections Deputies are not returned to the Close Street program on the dates set forth in Paragraph 1, the total award to members required under Paragraph 7 will be adjusted according to the following stipulations:

Stipulation 1: Any lost overtime calculations shall be based upon historical net annual work hours of 1610 for Corrections Deputies and 1221 for Sergeants.

Stipulation 2: Because the parties cannot determine how individual assignments would have been rebid in the time since the unlawful unilateral transfer of CSS work by the County, average wage rates will be used in all damage calculations, as set forth in Appendix B above, with of this Agreement. Wages after June 30, 2007 will be adjusted in accordance with the pending interest arbitration decision of Arbitrator Katrina Boedecker; wages after June 30, 2008 will be adjusted by an additional 3.8%

Stipulation 3: In lieu of a shift-by-shift analysis of the staffing for each day since October 17, 2005, the parties agree that for overtime calculation purposes they will reduce any figure determined to be the amount of overtime (in accordance with the Order of the Employment Relations Board in Case No. UP-58-05) by 2 percent, to account for fully staffed or overstaffed posts.

Stipulation 4: As the *quid pro quo* for the County's agreement to restore the positions to MCCDA under this Agreement, the adjustment shall be equal to 50 percent of the lost overtime caused by the displacement of MCCDA members calculated on a daily basis from CSS from October 1, 2008 or October 15, 2008, to the date the Corrections Deputies and Sergeant are reassigned to the Pretrial Services Program, as required under Paragraph 1 of this Agreement. The 50 percent reduction will be computed after the adjustment required under Stipulation 2, above.

Stipulation 5: MCCDA further agrees that 50% of the total lost overtime award will be applied to employee VEBA accounts, in accordance with the method described above.



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 08-124**

Approving the Memorandum of Agreement between Multnomah County (the "County") and the Multnomah County Sheriff's Office (MCSO), and the Multnomah County Corrections Deputies Association (MCCDA)

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

- a. The County, MCSO and MCCDA wish to resolve the issues surrounding the transfer of the Close Street Supervision Program in 2005 which up until this time provided pretrial supervision services to high risk offenders; and
- b. The County is undertaking an extensive study and analysis of its pretrial services programs which will help to shape the future of the pretrial continuum of services in Multnomah County; and
- c. The parties have reached agreement on all issues concerning the return of pretrial supervision work to MCSO and staffed by MCCDA; and
- d. The parties wish to implement an orderly, effective, and final resolution of the disputes between the parties which will insure fair, efficient, and effective administration of the County's pretrial supervision programs while giving highest priority to safety of the public.

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

The Memorandum of Agreement between Multnomah County and the Multnomah County Sheriff's Office (MCSO), and the Multnomah County Corrections Deputies Association (MCCDA) is approved with an effective date of September 11, 2008.

ADOPTED this 11th day of September, 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:

Travis Graves, Multnomah County Human Resources Director



## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into between Multnomah County (the "County"), the Multnomah County Sheriff's Office ("MCSO"), and the Multnomah County Corrections Deputies Association ("MCCDA").

WHEREAS, prior to October 18, 2005 the members of MCCDA staffed the Close Street Supervision program in MCSO, providing pretrial supervision services to high risk offenders for more than 20 years; and

WHEREAS, the Employment Relations Board of the State of Oregon has determined in Case No. UP-58-05 that the County's October 18, 2005 unilateral change in its staffing of pretrial supervision programs was a violation of the Public Employee Collective Bargaining Act; and

WHEREAS, the County is undertaking an extensive study and analysis of its pretrial services programs called the Pretrial Services Continuum Study ("Pretrial Study"); and

WHEREAS, the parties have reached agreement on the amount of overtime pay compensation required by the order of the ERB in Case No. UP-58-05; and

WHEREAS, the parties wish to implement an orderly, effective, and final resolution of the disputes between the parties which will insure fair, efficient, and effective administration of the County's pretrial supervision programs while giving highest priority to the safety of the public;

NOW, THEREFORE, the parties agree as follows:

1. Effective on September 1, 2008, the County will assign, pursuant to Article 14.4, one Corrections Sergeant to work full-time in providing pretrial supervision and monitoring services for out-of-custody defendants awaiting trial.

As soon as feasible, but not later than October 1, 2008, the County will assign not less than the five incumbent Corrections Deputies whose names appear on Appendix A to work full-time in providing pretrial supervision and monitoring services for out-of-custody defendants awaiting trial.

Effective no later than October 15, 2008, the County will, pursuant to Article 14.4, assign an additional two Corrections Deputies to work full-time providing the same services. In the event any of the incumbent Corrections Deputies whose names appear on Appendix A decline assignment to the Close Street Program, the County will assign one additional Corrections Deputy to replace each such incumbent. The assignment for any such replacement Corrections Deputy shall also become effective no later than October 15, 2008. The incumbents with more than two years remaining who were transferred out of the Close Street Program on October 18, 2005 shall be offered the opportunity to complete their rotations as set forth in Appendix A; any additional staff, including any assigned to replace incumbents who decline the offer of assignments to the Close Street Program, will serve the normal four year rotation. The assignment of cases to MCCDA members shall be determined by the County.



2. MCCDA members assigned to work in pretrial supervision services shall be provided with the appropriate equipment necessary to perform their duties, including but not limited to computer resources, radios, County vehicles (subject to the County's fleet vehicle policies), ballistic vests, firearms, and less-lethal weapons equipment. MCCDA members assigned to pretrial supervision functions also will receive appropriate training for those positions.

3. The MCCDA staffing of pretrial supervision positions shall remain at the minimum staffing level specified in Paragraph 1, at least through completion of the pending Pretrial Study. The County represents that this Study is an objective study intended to make recommendations on the optimal structure and design of County pretrial supervision services, and is not intended to resolve the recently-litigated work transfer issues. Following completion of that Study, the County will determine what changes, if any, it regards as necessary to implement the recommendations of that Study. The County agrees that, should it desire to implement recommendations of that Study, it will maintain the minimum MCCDA staffing level specified in Paragraph 1, to the extent consistent with the interests and welfare of the public.

4. If the Sheriff and County recommend reduction of MCCDA staff assigned to pretrial services below the level specified in Paragraph 1, it shall notify MCCDA in writing not less than 30 days before the proposed implementation of that change, and shall meet and confer with MCCDA representatives. If the parties are unable to resolve the issues within 60 days of the date notification was sent to MCCDA, MCCDA will have the opportunity to arbitrate the reduction in staffing according to the procedures set forth in Article 20 of the MCCDA Collective Bargaining Agreement by proceeding directly to Step III: Arbitration. If MCCDA elects to arbitrate the County's decision, written notice of the intent to arbitrate must be issued to the County within the 60 day period specified above. In the event such notice of proposed implementation is issued, the minimum staffing specified in Paragraph 1 shall remain in place during the pendency of the meeting and arbitration proceedings, unless otherwise mutually agreed in writing. The arbitrator selected to hear the grievance shall be asked to determine whether the reduction in staff recommended by the County or the status quo better serves the interests and welfare of the public. If the arbitrator finds that the County's recommended staffing level better serves the interest and welfare of the public, the County may immediately implement its recommendation. If the arbitrator finds that the maintenance of the existing staffing level better serves the interest and welfare of the public, the County will not implement its recommendation. The arbitration shall be treated for all purposes as a contract grievance arbitration under Article 20. The arbitrator may retain jurisdiction for so long as necessary to implement such remedy.

5. The County specifically agrees that it shall not challenge the authority of the arbitrator to render a decision within the scope of arbitral authority set forth in Paragraph 4, above on the grounds that his decision may require consideration of topics which might be considered permissive for bargaining. To the extent that such topics are raised in the course of the arbitration proceeding, the County specifically waives any right which may exist to preclude the arbitrator from issuing a decision in favor of MCCDA based upon the permissive nature of any proposals or proposed remedies.



It is understood and agreed that this Agreement is not intended to limit the County's right to make future budgetary decisions or the MCSO's right to make operational decisions which may affect the number of MCCDA employees assigned to the Pretrial Services Program; however, the County will not attempt to transfer any MCCDA bargaining unit work without first satisfying its bargaining obligations under the Oregon Public Employees Collective Bargaining Act.

6. The procedures reflected herein shall be in lieu of any PECBA bargaining rights under ORS 243.672(1) (e) that might otherwise be triggered by staffing changes to the County's pretrial supervision programs referenced in Paragraph 4; however, nothing in this Agreement shall be construed as a waiver of any other PECBA rights (including rights under Paragraphs 1(a) or 1(b) of ORS 243.672) or bargaining rights on any subject other than the changes to staffing of County pretrial supervision services referenced in Paragraph 4.

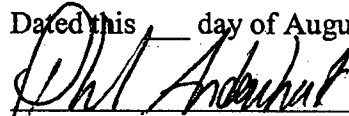
7. The County will pay \$750,000 to MCCDA members as follows: \$375,000 as wages (subject to FICA, PERS, tax withholding and other incidental roll-ups) and \$375,000 into the MCCDA member VEBA accounts. The wages and VEBA contributions awarded shall be divided equally among all of the MCCDA bargaining unit employees, including those on paid and unpaid leaves of absence, employed by the County on the first day of the payroll period following implementation of this Agreement. The County shall make the required wage payments and VEBA contributions to the employees on the list no later than the second pay period following receipt of the list.


8. If the MCCDA members are returned to the Close Street program on a date other than the dates specified in Paragraph 1, above, the total award to MCCDA members shall be adjusted according to the stipulations set out in Appendices B and C.


9. Within 30 days after the signing of this Agreement, if the Agreement has been properly ratified by MCCDA Executive Board and approved by the Board of County Commissioners, the Association will notify the Employment Relations Board that Case No. UP-58-05 has been settled, and the matter may be dismissed without prejudice or costs to either party. Furthermore, the parties mutually agree to release any and all claims that might be asserted based on the facts alleged in the ULP charge filed in that case.

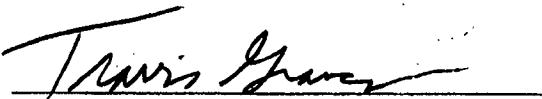
10. Any disagreements over the scope, application, or implementation of this Agreement shall be resolved according to the grievance procedures set forth in Article 20 of the MCCDA Collective Bargaining Agreement in effect at the time of the filing of the grievance.

Dated this 15 day of August, 2008.

  
Phil Anderchuk, President  
MCCDA

  
Robert Skipper, Sheriff

  
Doug Hewitt, Vice-President  
MCCDA

  
Travis Graves, Human Resources Director  
Multnomah County



## **APPENDIX A**

### **ROTATION ASSIGNMENTS**

The following incumbents will be offered the opportunity to complete assignments providing pretrial supervision and monitoring services for out-of-custody defendants awaiting trial through the end of the customary four year rotation as set forth below:

<b><u>DEPUTY</u></b>	<b><u>END OF ROTATION</u></b>
William King	December 31, 2011
Adam Levin	December 31, 2011
Rawn Stone	December 31, 2011
Larry Wenzel	December 31, 2011
Steven Gilliam	December 31, 2011

## **APPENDIX B**



## AVERAGE WAGE RATES

In the event the Corrections Sergeant or Corrections Deputies are not returned to the Close Street program on the dates set forth in Paragraph 1 of the Agreement, the average hourly wage rates to be used in computing damages required by the orders of the Employment Relations Board in Case No. UP-58-05 shall be as follows:

<u>Fiscal Year</u>	<u>Corrections Deputies Hourly</u>	<u>Corrections Sergeant Hourly</u>
7/1/06 – 6/30/07	\$26.74	\$32.92
7/1/07 – 6/30/08	TO BE DETERMINED	
7/1/08 – 6/30/09	TO BE DETERMINED	

**NOTE: Final wage adjustments for 7/1/07 forward will be determined following issuance of interest arbitration award by Arbitrator Boedecker.**



## APPENDIX C

The \$375,000 wages plus \$375,000 VEBA contributions only cover damages attributable to the period of time from October 18, 2005 through October 1, 2008 and October 15, 2008, as described in Paragraph 1 of the Agreement. In the event the Corrections Sergeant or Corrections Deputies are not returned to the Close Street program on the dates set forth in Paragraph 1, the total award to members required under Paragraph 7 will be adjusted according to the following stipulations:

Stipulation 1: Any lost overtime calculations shall be based upon historical net annual work hours of 1610 for Corrections Deputies and 1221 for Sergeants.

Stipulation 2: Because the parties cannot determine how individual assignments would have been rebid in the time since the unlawful unilateral transfer of CSS work by the County, average wage rates will be used in all damage calculations, as set forth in Appendix B above, with of this Agreement. Wages after June 30, 2007 will be adjusted in accordance with the pending interest arbitration decision of Arbitrator Katrina Boedecker; wages after June 30, 2008 will be adjusted by an additional 3.8%

Stipulation 3: In lieu of a shift-by-shift analysis of the staffing for each day since October 17, 2005, the parties agree that for overtime calculation purposes they will reduce any figure determined to be the amount of overtime (in accordance with the Order of the Employment Relations Board in Case No. UP-58-05) by 2 percent, to account for fully staffed or overstaffed posts.

Stipulation 4: As the *quid pro quo* for the County's agreement to restore the positions to MCCDA under this Agreement, the adjustment shall be equal to 50 percent of the lost overtime caused by the displacement of MCCDA members calculated on a daily basis from CSS from October 1, 2008 or October 15, 2008, to the date the Corrections Deputies and Sergeant are reassigned to the Pretrial Services Program, as required under Paragraph 1 of this Agreement. The 50 percent reduction will be computed after the adjustment required under Stipulation 2, above.

Stipulation 5: MCCDA further agrees that 50% of the total lost overtime award will be applied to employee VEBA accounts, in accordance with the method described above.





# MULTNOMAH COUNTY

## AGENDA PLACEMENT REQUEST (long form)

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-5 DATE 9-11-08  
ANA KARNES, ASST BOARD CLERK

### Board Clerk Use Only

Meeting Date: 09/11/08  
Agenda Item #: R-5  
Est. Start Time: 10:05 AM  
Date Submitted: 09/04/08

### BUDGET MODIFICATION: DCM – 03

**Agenda Title:** Budget Modification DCM-03 Appropriating \$2,236,494 General Fund Contingency [for Sheriff's Office] to Add Ten (10) Positions and Reestablish the Close Street Supervision Program within the Sheriff's Office as of October 1, 2008

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

<b>Requested Meeting</b>	<u>September 11, 2008</u>	<b>Amount of Time Needed:</b>	<u>30 minutes</u>
<b>Department:</b>	<u>Department of County Management</u>	<b>Division:</b>	<u>HR/Budget</u>
<b>Contact(s):</b>	<u>Angela Burdine</u>		
<b>Phone:</b>	<u>503-988-3312</u>	<b>Ext.</b>	<u>26744</u>
		<b>I/O Address:</b>	<u>503/350</u>
<b>Presenter(s):</b>	<u>Travis Graves, HR Director</u>		

### General Information

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

Appropriate \$2,236,494 of General Fund contingency to add 10 positions to the Sheriff's Office to re-establish the Close Street Supervision Program within the Sheriff's Office as of October 1, 2008.

#### 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.

Prior to FY 2006, Multnomah County had two programs performing pretrial services: Adult Pretrial Supervision Program (PSP), operated by the Department of Community Justice (DCJ); and the Close Street Supervision (CSS) operated by the Multnomah County Sheriff's Office (MCSO).

The FY 2005 Adopted Budget contained a budget note that read:



*"Streamline the unsentenced supervision services system (Close Street Supervision and Pre-Trial Release Services) by reducing the amount of time in jail from booking to supervision, decreasing the number of repeat offenders interviews while increasing the proportion of interviews which lead to program acceptance, and assuring that programs receive only those clients consistent with their risk-level"*

In response to the budget note and after years of analysis & evaluation, the Board of County Commissioners approved the merging of the two programs under the Department of Community Justice. The goal of the merger was to provide one seamless program operated by DCJ that would increase the efficiency and system capacity while using research based practices to manage and reduce risk safety in the community.

In October of 2005, Multnomah County Corrections Deputies Association (MCCDA) filed a labor complaint against the County alleging that the above budget decision transferred work away from MCCDA without prior notice, without bargaining the decision, and without bargaining the impact for the full 90 days as required by ORS 243.698.

On March 31, 2008, the Employment Relations Board ruled that:

*"The parties are ordered to bargain in good faith over the County's decision to transfer CSS work and the impact of the decision in accordance with the provisions of ORS 243.698 and 243.742."*

After months of negotiation, the parties agreed on a settlement payment of \$750,000, of which half would be distributed to VEBA accounts of MCCDA members involved. The settlement also includes the full restoration of MCCDA positions originally part of the original Close Street Supervision program as well as two support staff positions.

This budget modification also includes \$40,000 to complete an assessment of the Pretrial services provided by Multnomah County.

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

The General Fund contingency will be decreased \$2,236,494. The Sheriff's Office appropriation increased by \$2,196,494 and the Chair's Office Budget by \$40,000 for the current fiscal year. The Sheriff's Office amount includes a one time only settlement payment of \$750,000 to members of the Multnomah County Corrections Deputy Associations, and \$1,168,650 for one time purchase of vehicles, equipment, and ongoing program costs for FY 2009. There may also be an increase in overtime expenditures within the Sheriff's Office as staffing levels are impacted until recruitment is completed to fill new positions. This may result in a need for an additional contingency request at the end of FY 2009. If the program is continued into FY 2010 the annual program costs are estimated to be \$1.4 million.

The \$40,000 in the Chair's Office is to be used to pay for a Pretrial Services Study to be done by an outside consultant firm.

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

Program change is a result of Memorandum of Agreement (MOA) negotiated between



Multnomah County and the Multnomah County Corrections Deputy Association

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

The Memorandum of Agreement was outlined by both parties after several months of negotiation.



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## ATTACHMENT A

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### Budget Modification

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

- **What revenue is being changed and why?**  
General Fund contingency will be decreased by \$2,236,494, and revenue to the Risk Fund will increase by \$145,423
- **What budgets are increased/decreased?**  
The County-wide General Fund Contingency is decreased by \$2,236,494  
The Sheriff's Office General Fund budget is increased by \$2,196,494  
The Chair's Office General Fund budget is increased by \$40,000  
Increase the Risk Fund by \$145,423.
- **What do the changes accomplish?**  
Reinstates 10 positions to re-establish the Close Street Supervision program within the Sheriff's Office.
- **Do any personnel actions result from this budget modification? Explain.**  
This program would add 10 new positions to the Sheriff's Office for FY 2009.
- **How will the county indirect, central finance and human resources and departmental overhead costs be covered?**  
Not applicable.
- **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?**  
Not applicable.
- **If a grant, what period does the grant cover?**  
Not applicable.
- **If a grant, when the grant expires, what are funding plans?**  
Not applicable.

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### Contingency Request

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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?**  
Details of the Agreement were still under negotiation.
- **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**  
The Department is not able to absorb such a large expenditure without additional funding.
- **Why are no other department/agency fund sources available?**  
This is a settlement between Multnomah County and the Multnomah County Corrections Deputy Association.



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

The program will be presented as part of the FY 2010 department budget submission as a Program Offer to be considered for funding.

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

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.*



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## ATTACHMENT B

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**BUDGET MODIFICATION: DCM - 03**

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### Required Signatures

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

*Carol M. Ford*

**Date:** 09/03/08

**Budget Analyst:**

*Angela Burdine*

**Date:** 09/03/08

**Department HR:**

*Tamari Graves*

**Date:**





August 5, 2008

Lori Eville  
Community Justice Manager  
Multnomah County Community Justice  
1120 SW Third Ave., #358  
Portland, OR 97204

Dear Ms. Eville,

The Pretrial Justice Institute's (PJI) approach to providing technical assistance to meet the needs Multnomah County Department of Community Justice would include three phases. The phases we propose are : 1) a program assessment; 2) facilitate a strategic planning session based on the observations and recommendations as a result of the program assessment; 3) training that will be tailored to the needs of your staff.

#### **Phase I: Program Assessment**

The approach used by PJI in assessing pretrial services programs draws heavily from the Pretrial Release Standards of the American Bar Association (ABA) and the National Association of Pretrial Services Agencies (NAPSA). Based on those standards, PJI has developed criteria to assess the current policies, practices, and procedures of pretrial services programs, and then improving the services they offer their courts and jurisdiction. PJI will use these criteria, as outlined below, as the framework for the assessment of the Multnomah County pretrial program.

#### *Information Gathering and Risk Assessment*

- Population Targeting – Are any defendants excluded from investigation by the program?
- Pretrial Interview – Does the interview capture relevant information?
- Records Check – How complete is the record information collected and reported by the program?
- Verification – To what extent do staff verify the information collected from the defendant?
- Risk Assessment – How is the assessment of risk of pretrial misconduct made? What factors are the assessment criteria based upon? Have they been validated?
- Submission of Report to Court – How timely and complete is the report?



### *Supervision and Follow Up*

- Supervision – What supervision services does the program provide?
- Court Date Notification – Does the program notify defendants of upcoming court dates?
- Failure to Appear Follow Up – Does the program seek to locate and return voluntarily defendants who miss a court appearance?
- Review of Detained Population – Does the program regularly review the detention population for defendants not originally released to see if the factors associated with the initial detention decision still apply?

### *Management Effectiveness*

- Information System – Is the program's information system adequate to allow for efficient monitoring of defendant pretrial performance, validation of program practices, and testing the impact of changes?
- Mission Statement – Does the program have a mission statement that clearly reflects the program's aims and purposes?
- Operations Manual – Does the program have an operations manual that clearly explains the procedures that must be followed in performing each function of the program's operations?
- Training – Are staff provided with sufficient training to perform their duties?
- System Interaction – Do the staff, particularly the leadership, have regular contact with key officials, including judicial officers, and with the community.
- Staffing – Is the staffing level appropriate to the tasks that must be performed by the program?

Applying these criteria will require PJI staff spending one day with the pretrial program staff, interviewing them, observing their practices, and reviewing program materials.

A second day on site would be spent conducting interviews with several district and superior court judges, prosecutors, and public defenders to gain their perspectives on the operations of the pretrial program, and, just as importantly, to advise them what they should expect from their pretrial services program.

Within four weeks of the visit, PJI would submit a written report outlining our findings, and including recommendations for the enhancement of the pretrial services program.



**Phase II: Strategic Planning Session**

PJI staff will return to the site to meet with the Pretrial Advisory Group and facilitate a one day strategic planning session based on PJI's observations and recommendations from the program assessment. The strategic planning session would focus on both short and long-term goals. Within four weeks of the strategic planning session, PJI will submit a written summary report of the meeting.

**Phase III: Staff Training**

The final phase will include training that will be tailored to the needs of your staff based on the results and observations from the program assessment. This would be a one day training event and may cover such topics as interviewing skills.

**Cost:**

Based on the above approach, factoring in staff time, travel, lodging, and meals, PJI could conduct this assessment for \$31,005.00.

Please let me know if there is any other information you need.

Thanks,

Ken Rose  
Senior Project Associate  
Pretrial Justice Institute  
202-638-3080, x304



Budget Modification ID: **DCM 03****EXPENDITURES & REVENUES**

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

**Budget/Fiscal Year: 2009**

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	19	1000		20		9500001000		60470		(2,236,494)	(2,236,494)		CGF Contingency
2										0			
3	60-99	1000		50		601476		60000		489,143	489,143		Permanent
4	60-99	1000		50		601476		60110		23,400	23,400		Overtime
5	60-99	1000		50		601476		60120		26,379	26,379		Premium
6	60-99	1000		50		601476		60130		189,311	189,311		Salary Related Exp
7	60-99	1000		50		601476		60140		111,673	111,673		Insurance Exp
8	60-99	1000		50		601476		60170		75,000	75,000		Professional Services
9	60-99	1000		50		601476		60180		308	308		Printing
10	60-99	1000		50		601476		60200		2,843	2,843		Communications
11	60-99	1000		50		601476		60230		188	188		Postage
12	60-99	1000		50		601476		60240		8,625	8,625		Supplies
13	60-99	1000		50		601476		60260		3,000	3,000		Education & Training
14	60-99	1000		50		601476		60340		215	215		Dues & Subscriptions
15	60-99	1000		50		601476		60370		6,000	6,000		Telecom
16	60-99	1000		50		601476		60410		51,780	51,780		Motorpool
17	60-99	1000		50		601476		60420		6,630	6,630		Electronics
18	60-99	1000		50		601476		60430		30,000	30,000		Building Mgmt
19	60-99	1000		50		601476		60460		3,349	3,349		Distribution
20	10-00	1000		20		100100		60170		40,000	40,000		Prof Contract for Program Assessment
21										0			
22	72-60	3503		20		709525		50310		(6,000)	(6,000)		Reimb Rev Telecom
23	72-60	3503		20		709525		60200		6,000	6,000		Offsetting Exp Telecom
24										0			
25	72-55	3501		20		904200		50310		(6,630)	(6,630)		Reimb Rev Electronics
26	72-55	3501		20		904200		60240		6,630	6,630		Offsetting Exp Electronics
27										0			
28	72-55	3501		20		904100		50310		(246,780)	(246,780)		Reimb Rev Motorpool
29	72-55	3501		20		904100		60240		246,780	246,780		Offsetting Exp Motorpool
											(1,168,650)	0	Total - Page 1
											0	0	GRAND TOTAL



Budget Modification ID: **DCM 03****EXPENDITURES & REVENUES**

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

**Budget/Fiscal Year: 2009**

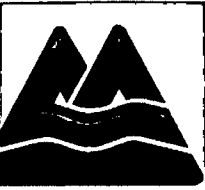
Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
						Cost Center	WBS Element						
30										0			
31	72-55	3504		20		904400		50310		(3,349)	(3,349)		Reimb Rev Distribution
32	72-55	3504		20		904400		60230		3,349	3,349		Offsetting Exp Distribution
33										0			
34	72-10	3500		20		705210		50316		(145,423)	(145,423)		Insurance revenue
35	72-10	3500		20		705210		60330		145,423	145,423		Offsetting Ins Exp
36										0			
37	60-99	1000		50		601476		60410		195,000	195,000		OTO Vehicle Purchase
38	60-99	1000		50		601476		60240		55,200	55,200		OTO Equipment Purchase
39										0			
40										0			
41	60-30	1000		50		601422		60000		187,500	187,500		Settlement Payment
42	60-30	1000		50		601422		60120		187,500	187,500		Settlement to VEBA
43	60-30	1000		50		601422		60130		67,350	67,350		Salary Related on Settlement
44	60-30	1000		50		601422		60140		16,875	16,875		Insurance on Settlement
45	60-30	1000		50		601410		60000		187,500	187,500		Settlement Payment
46	60-30	1000		50		601410		60120		187,500	187,500		Settlement to VEBA
47	60-30	1000		50		601410		60130		67,350	67,350		Salary Related on Settlement
48	60-30	1000		50		601410		60140		16,875	16,875		Insurance on Settlement
49										0			
50										0			
51										0			
52										0			
53										0			
54										0			
55										0			
56										0			
57										0			
58										0			
											1,168,650	0	Total - Page 2
											0	0	GRAND TOTAL



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

CURRENT YEAR PERSONNEL DOLLAR CHANGE										
Calculate costs/savings that will take place <u>in this FY</u> ; these should explain the actual dollar amounts being changed by this Bud Mod.										
							CURRENT YEAR			
Fund	Job #	HR Org	CC/WBS/IO	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1000	2029		601476	Corrections Deputy		5.25	355,934	127,852	10,948	494,734
1000	4055		601476	Corrections Sergeant		0.83	71,775	25,782	10,948	108,505
1000	6001		601476	Office Assistant 2		0.75	27,546	7,980	10,948	46,474
1000	6266		601476	Corrections Technician		0.75	33,888	9,817	11,261	54,967
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
				TOTAL CURRENT FY CHANGES		7.58	489,143	171,431	44,106	704,680





**Department of County Management**  
**MULTNOMAH COUNTY OREGON**

Budget Office

**501 SE Hawthorne Blvd., Suite 531**  
**Portland, Oregon 97214**  
**(503) 988-3312 phone**  
**(503) 988-4570 fax**  
**(503) 988-5170 TDD**

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**TO:** Board of County Commissioners

**FROM:** Angela Burdine, Senior Budget Analyst

**DATE:** September 3, 2008

**SUBJECT:** General Fund Contingency Request for \$2,236,494 of funding for re-establishment of the Close Street Supervision program within the Sheriff's Office (Budget Modification DCM-03).

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A \$2,236,494 General Fund Contingency request is being proposed to provide nine months of funding for the Close Street Supervision Program, and to cover certain one-time costs associated with a settlement agreement between Multnomah County and MCCDA.

**History of Issue**

Prior to FY 2006 - Multnomah County had two programs performing pretrial services: Adult Pretrial Supervision Program (PSP) operated by the Department of Community Justice (DCJ) and the Close Street Supervision (CSS) operated by the Multnomah County Sheriff's Office (MCSO).

**FY 2005 – Adopted Budget Note**

*Streamline the unsentenced supervision services system (Close Street Supervision and Pre-Trial Release Services) by reducing the amount of time in jail from booking to supervision, decreasing the number of repeat offenders interviews while increasing the proportion of interviews which lead to program acceptance, and assuring that programs receive only those clients consistent with their risk-level.*

In response to the budget note and after years of analysis & evaluation, the Board of County Commissioners approved the merging of the two programs under the Department of Community Justice. The goal of the merger was to provide one seamless program operated by DCJ that would increase the efficiency and system capacity while using research based practices to manage and reduce risk safety in the community.

October 21, 2005 -Multnomah County Corrections Deputies Association (MCCDA) filed a labor complaint against the County alleging that the above budget decision transferred work away from MCCDA without prior notice, without bargaining the decision and without bargaining the impact for the full 90 days as required by ORS 243.698.

March 31,2008 – Employment Relations Board Ruling



*The parties are ordered to bargain in good faith over the County's decision to transfer CSS work and the impact of the decision in accordance with the provisions of ORS 243.698 and 243.742*

After months of negotiations the parties agreed on a settlement payment of \$750,000 of which half would be distributed to VEBA accounts of MCCDA members involved. The settlement also includes the full restoration of MCCDA positions originally part of the Close Street Supervision program as well as two support staff positions. This agreement is outlined in the Memorandum of Agreement which will be approved by the Board in conjunction with this request.

#### **General Fund Contingency Policy Compliance**

The Budget Office is required to inform the Board if contingency requests submitted for approval satisfy the financial policies adopted by the Board of County Commissioners for using General Fund Contingency.

- Criteria 1 – States contingency requests should be for one-time-only purposes.

*This request includes a one time settlement payment to MCCDA members and program costs from October 1, 2008 through June 30, 2009.*

- Criteria 2 – Addresses emergencies and unanticipated situations necessary to keep a public commitment or fulfill a legislative or contractual mandate or which can be demonstrated to result in significant administrative or programmatic efficiencies that cannot be covered by existing appropriations.

*The request is unanticipated and is in response to Memorandum of Agreement between Multnomah County and the Multnomah County Corrections Deputy Association (MCCDA) to be approved by the Board on September 11, 2008.*

- Criteria 3 – Addresses items identified in Board Budget Notes.

*This addresses some items in budget note which includes "Pretrial Continuum".*

This request meets the intent of the above contingency financial policies; therefore, assuming the conditions of the budget note have been met to the satisfaction of the Board of County Commissioners, the request should be granted.