



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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JULY 28, 2005 REVISED BOARD MEETING FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Appointments to the 2005 Charitable Giving Campaign Management Council
Pg 3	9:40 a.m. Resolution Supporting Issuance of Industrial Development Revenue Bonds
Pg 3	9:45 a.m. Resolution Approving a Permit for Use of Property to Mt. Hood Festival of Jazz
Pg 3	9:50 a.m. Resolution Approving Sale of County Property to Reynolds School District and Michael R. McMenamin
Pg 4	10:10 a.m. Adult Mental Health and Addiction Services Division Briefing
Pg 4	11:10 a.m. If Needed Executive Session
PLEASE NOTE the August 25 and September 1, 2005 Board Meetings are cancelled	

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Thursday, July 28, 2005 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

NON-DEPARTMENTAL

- C-1 Appointment of Jim Middaugh to a Four Year Term as Multnomah County's Representative on the COLUMBIA RIVER GORGE COMMISSION
- C-2 Appointment of Marian Creamer and Reappointments of Alice Meyer and Rick Gustafson to the Multnomah County LIBRARY ADVISORY BOARD

DEPARTMENT OF COUNTY MANAGEMENT

- C-3 Amendment 4 to Contract 4600002989 with Archscape Architects to Provide Additional Services for the Women's Transition Center Remodel Project
- C-4 Amendment 2 to Contract 4600005197 with Archaeological Investigations Northwest to Provide Additional Archaeological Services for the Morrison Building Demolition Project

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-5 Ratification of RESOLUTION 05-129 Appointing Patricia Pate as County Financial Assistance Administrator for the State of Oregon Department of Human Services, 2005-2007 County Financial Assistance Intergovernmental Revenue Agreement 0506026 [Adopted Tuesday, July 19, 2005]

NON-DEPARTMENTAL

- C-6 Appointment of Gregory Strebin and Reappointments of Julie Cleveland, Tim Crail, Chris Foster, Peter Fry and Bill Kabeiseman to the MULTNOMAH COUNTY PLANNING COMMISSION

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

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

DEPARTMENT OF COUNTY MANAGEMENT - 9:30 AM

- R-1 Appointment of Jon Chess, Delma Farrell, Sheila Isley, Sue Lewis, Jon Marquardt, Patsy Moushey, Dawn Sechrist, Theresa Sullivan and Stephen Wright to the 2005 CHARITABLE GIVING CAMPAIGN MANAGEMENT COUNCIL
- R-2 Approval of 2005 Charitable Giving Campaign Participating Funds/Federations
- R-3 RESOLUTION Supporting the Issuance of Industrial Development Revenue Bonds by the State of Oregon for Mutual Materials Company
- R-4 RESOLUTION Declaring a Portion of the Property Located at 600 NE 8th Street, Gresham, Oregon to be Temporarily Surplus and Approving a Permit for Use of Property to Mt. Hood Festival of Jazz, a Non-Profit Organization
- R-5 RESOLUTION Approving the Sale of the Regional Children's Campus Property, the Edgefield Property and the Multnomah County Correctional Facility to Reynolds School District and Michael R. McMenamin and Authorizing County Chair to Execute Appropriate Documents to Complete the Sale

DEPARTMENT OF LIBRARY SERVICES - 10:00 AM

- R-6 Budget Modification LIB-01 Appropriating \$810,050 of Revenues from the Library Foundation to the Library Fund for Program and Collection Enhancements
- R-7 NOTICE OF INTENT to Apply for a Library Services and Technology Act Grant from the Oregon State Library for "Deepening Staff Impact: Every Child Ready to Read @ Your Library"

Thursday, July 28, 2005 - 10:10 AM
(OR IMMEDIATELY FOLLOWING REGULAR BOARD MEETING)
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BOARD BRIEFING

- B-1 Overview of Adult Mental Health and Addiction Services Division. Presented by Patricia Pate, Nancy Winters, Kathy Shumate, David Hildago, Patrick Payton, Ray Hudson, John Pearson and Joan Rice. 1 HOUR REQUESTED. [Rescheduled from July 19, 2005]
-

Thursday, July 28, 2005 - 11:10 AM
(OR IMMEDIATELY FOLLOWING REGULAR BOARD BRIEFING)
Multnomah Building, First Floor Commissioners Conference Room 112
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) and (h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle and Invited Others. 15-30 MINUTES REQUESTED.



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**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/28/05
 Agenda Item #: C-1
 Est. Start Time: 9:30 AM
 Date Submitted: 07/08/05

BUDGET MODIFICATION: -

Agenda Title: **Appointment of Jim Middaugh to a Four Year Term as Multnomah County's Representative on the COLUMBIA RIVER GORGE COMMISSION**

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

Date Requested:	<u>07/28/2005</u>	Time Requested:	<u>N/A</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Chair's Office</u>
Contact(s):	<u>Chair Diane Linn, Andy Smith</u>		
Phone:	<u>503 988-3308</u>	Ext.:	<u>83308</u>
		I/O Address:	<u>503/600</u>
Presenter(s):	<u>Consent Calendar</u>		

General Information

1. What action are you requesting from the Board?

Request Board approve appointment Jim Middaugh as Multnomah County's Representative to the Columbia River Gorge Commission

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

The Columbia River Gorge National Scenic Area Act established the Gorge Commission to "achieve the purposes of this Act and to facilitate cooperation among the States of Oregon and Washington, and with the United States of America..."

Thirteen Gorge Commissioners are appointed by state governors and county commissions with one representative appointed by each of the six counties, three members appointed by each governor, and one *ex officio*, non-voting member who is an employee of the USDA Forest Service, appointed by the Secretary of Agriculture. County representatives must be residents of their respective counties, and at least one of the three gubernatorial appointees from each state must live in the Scenic Area. Commissioners serve four-year terms and receive no payment for their service, other

than reimbursement for travel expenses. The Chair of the Gorge Commission is selected by a majority vote of the members of the Commission.

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

No current year/ongoing fiscal impact.

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

No legal and/or policy issues involved.

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

N/A

Required Signatures

**Department/
Agency Director:**



Date: 7/08/2005

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

Jim Middaugh is the City of Portland's Endangered Species Act Program manager. Prior to joining the City of Portland, Jim was the Public Affairs Manager for the Pacific Northwest Power Planning Council. The Council is an interstate compact formed by Oregon, Washington, Idaho and Montana to do planning and management of energy and fish and wildlife issues in the Columbia River Basin. Jim began his work for the Power Council in December, 1994, after serving as public information coordinator for Tri-Met, the Portland area's transportation agency. Prior to working for Tri-Met, Jim served as a communications and media director for a number of public interest groups including the Environmental Defense Fund in Washington, D.C. Prior to that, Jim was press secretary to Oregon Congressman Peter DeFazio and DeFazio's predecessor, Congressman Jim Weaver. Jim has a bachelor's degree in journalism from the University of Oregon.

Jim Middaugh
JOB HISTORY

Endangered Species Program Manager, City of Portland, Oregon,

Portland, Oregon, March 2000 -- Present

Responsible for creating and implementing a comprehensive, coordinated, citywide response to listings of chinook and steelhead salmon under the Federal Endangered Species Act. Specific duties and projects include, but are not limited to:

- Managing and directing the efforts of a seven-person staff, consultants, and interagency staff teams.
- Working with elected officials, senior policy-makers, managers, attorneys, scientists and economists to negotiate, plan, design, schedule, implement and communicate about fish, wildlife and development policies and planning procedures.
- Coordinating City activities with partners at the federal, state, regional and local level.
- Communicating ESA-related obligations and needs to internal and external audiences in the context of the City's other environmental programs and policies.
- Engaging internal and external stakeholders in decisions about environmental and natural resource investments, policies and regulations.
- Integrating ESA-related actions into different bureaus' work programs, policies and programs.
- Developing and monitoring citywide ESA budget and finance strategies.

Public Affairs Manager, Northwest Power Planning Council,

Portland, Oregon, January 1995 – March 2000

Responsible for planning, designing, scheduling and implementing public affairs campaigns at the regional, state and local levels. Specific projects include, but are not limited to:

- A project to define the future of the Bonneville Power Administration in the face of energy deregulation;
- The first ever state/federal/tribal-run project designed to clarify salmon recovery options;
- Strategies to continue support for conservation and renewable energy in a market-based setting;
- Annual selection and implementation of more than \$100 million in fish and wildlife recovery projects;
- Application of independent science to energy and fish and wildlife decision-making in the Northwest;
- Development of stakeholder-friendly models and spreadsheets detailing costs and revenues associated with different river management alternatives;
- Engagement of stakeholders in the creating of congressionally mandated reports on hatcheries and fish passage programs.
- Advising attorneys, scientists and economists on outreach, media and policy development;
- Maintaining daily contact with tribal, environmental, industry and government stakeholders;
- Producing and placing op-eds in regional and trade publications;
- Writing press releases, speeches, statements and talking points;
- Responding to media and public inquiries; and,
- Coordinating internal communications between seven offices in four states, and between the Power Council's various divisions.

Public Information Coordinator, Tri-Met,

Portland Oregon, August 1994 -- November 1994

Responsible for all of Tri-Met's public involvement, outreach and communications regarding a proposed \$2.85 billion light rail line and for the \$475 million general obligation bond measure to provide local matching funds to construct the project. The project ran through 14 government jurisdictions. Duties included developing and implementing a comprehensive public involvement and outreach plan that included:

- Speaking to neighborhoods, chambers of commerce, various associations and the media;
- Preparing fact sheets, brochures and other information in coordination with Tri-Met's finance, policy and design groups; and,
- Educating Tri-Met's 2,000 employees about the project and the bond measure.
- Coordinating with a staff team managing construction of a separate (Westside) light rail line.

Communications Director, Oregon Natural Resources Council,

Portland Oregon, February 1993 -- August 1994

Worked to improve ONRC's relationships with the news media, other interest groups and the public by:

- Planning, scheduling and implementing public involvement, public outreach and media campaigns;
- Providing written materials, speeches, talking points, outreach and involvement advice;
- Maintaining frequent contact with community groups, interest groups and the media;
- Responding to requests from the public, interest groups, elected officials and the media;
- Planning, writing, editing and producing a newsletter and a monthly "update" mailing; and,
- Researching and writing articles, reports, direct mail, grant reports and proposals and marketing materials.

Communications consultant,

Portland, Oregon, January 1992 -- February 1993

Provided communications, outreach and public involvement services for the National Wildlife Federation, the Sierra Club, the Oregon Trial Lawyers Association, the Elizabeth Furse for Congress campaign, and other clients. Duties included:

- Scheduling and implementing editorial board meetings and membership involvement and recruitment events;
- Implementing a plan to create regulations on lawyer advertising and direct mail;
- Developing media lists, op-eds, background materials and responses to interest group questionnaires; and,
- Researching and writing reports, news and feature articles.

Press Director, Environmental Defense Fund,

Washington, D.C., June 1989 -- January 1992

Planned, scheduled and implemented marketing and media campaigns at the national, regional, state and local levels. Specific projects included, but were not limited to:

- EDF's collaborative work with the McDonald's Corporation on alternatives to polystyrene packaging;
- The passage of a market-based plan to control acid rain that benefited utilities and the environment;
- A market-based plan for addressing traffic congestion in the Los Angeles area;
- An agreement with the federal government that reduced air pollution in the Grand Canyon;
- The release of a report detailing children's risk of lead poisoning in dozens of cities across the nation.
- Working with attorneys, scientists and economists on outreach, media and fundraising;
- Maintaining daily contact with national reporters covering energy, the environment and politics;
- Producing and placing op-eds in national, regional and trade publications;
- Writing press releases, statements and talking points;
- Responding to media and public inquiries; and,
- Coordinating internal communications between seven offices, and between EDF's numerous programs.

Press Secretary, U.S. Rep. Pete DeFazio (D-OR),

Washington, D.C., January 1987 -- June 1989

- Coordinated media and outreach strategy on issues like transportation investments, logging, spotted owls, and a river protection measure;
- Coordinated all media contacts made by staff in the Washington, D.C. and district field offices;
- Wrote and coordinated design, production, printing and distribution of newsletters;
- Developed a targeted mail program to involve and inform constituents and interest groups;
- Coordinated news conferences, town meetings and other involvement and outreach events; and,
- Served as legislative assistant for telecommunications issues.

EDUCATION

B.S., Journalism, political science emphasis,

University of Oregon, Eugene, Oregon, June 1984



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 07/28/05
Agenda Item #: C-2
Est. Start Time: 9:30 AM
Date Submitted: 07/13/05

BUDGET MODIFICATION: -

Agenda Title: **Appointment of Marian Creamer and Reappointments of Alice Meyer and Rick Gustafson to the Multnomah County LIBRARY ADVISORY BOARD**

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

Date Requested:	<u>07/28/2005</u>	Time Requested:	<u>Consent Calendar</u>
Department:	<u>Non-Departmental</u>	Division:	<u>Chair's Office</u>
Contact(s):	<u>Chair Linn, Andy Smith</u>		
Phone:	<u>503/988-3308</u>	Ext.	<u>I/O Address: 503/600</u>
Presenter(s):	<u>N/A</u>		

General Information

1. What action are you requesting from the Board?

Request Board approve appointment of Marian Creamer and reappointments of Alice Meyer and Rick Gustafson to the Multnomah County Library Advisory Board

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

The Multnomah County Library Advisory Board (LAB) advises the Board of County Commissioners on matters relating to library services, policies and funding. The LAB serves as the Citizen Budget Advisory Committee for the County's Library Department. There are 17 members including two youth members between the ages of 13 and 17. Non-youth members are appointed to 4-year terms by the County Chair with approval of the Board of County Commissioners. Youth members are appointed to 2-year terms by the County Chair with approval of the Board of County Commissioners.

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

No current year/ongoing fiscal impact

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

No legal and/or policy issues involved.

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

N/A

Required Signatures

**Department/
Agency Director:**



07/13/2005

Date:

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/28/05
 Agenda Item #: C-3
 Est. Start Time: 9:30 AM
 Date Submitted: 07/06/05

BUDGET MODIFICATION: -

Agenda Title: Amendment 4 to Contract 4600002989 with Archscape Architects to Provide Additional Services for the Women's Transition Center Remodel Project

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

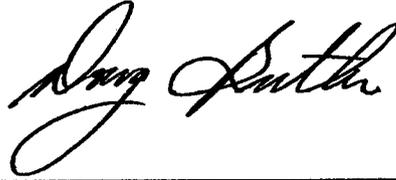
Date Requested:	<u>July 28, 2005</u>	Time Requested:	<u>N/A</u>
Department:	<u>County Management</u>	Division:	<u>Facilities & Property Mgmt</u>
Contact(s):	<u>Cyrus Yamin, John Lindenthal, Doug Butler</u>		
Phone:	<u>503 988-4245; 84213</u>	Ext.:	<u>86294</u>
		I/O Address:	<u>274/FPM</u>
Presenter(s):	<u>Consent Calendar</u>		

General Information

- 1. What action are you requesting from the Board?**
Approval of Contract Amendment.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**
As required by new PCRB Rules, request approval of amendment #4 for the Contract with Archscape Architects to provide additional A/E services for the Women's Transition Center Remodel. The amendment exceeds the 20% threshold for increasing the contract without Board approval. Please see the Attachments (Memo to Board and Copy of Contract Amendment.)
- 3. Explain the fiscal impact (current year and ongoing).**
The increase is within the project budget.
- 4. Explain any legal and/or policy issues involved.**
Complies with requirements of PCRB Rule 48-0330
- 5. Explain any citizen and/or other government participation that has or will take place.**
None.

Required Signatures

**Department/
Agency Director:**



Date: 07/06/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



Department of Business and Community Services

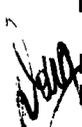
MULTNOMAH COUNTY OREGON

MEMORANDUM

Facilities and Property Management
401 North Dixon
Portland, Oregon 97227
(503) 988-3322 phone
(503) 988-5082 fax

DATE: June 21, 2005

TO: Public Contract Review Board
Multnomah County Oregon

FROM:  Doug Butler, Manager
Facilities and Property Management

SUBJECT: **REQUEST APPROVAL TO AMEND ARCHITECTURAL SERVICES
CONTRACT WITH ARCHSCAPE ARCHITECTURE FOR WOMEN'S
TRANSITION CENTER REMODEL**

General

Facilities and Property Management requests approval to amend contract number 4600002989 with Archscape Architecture to add funding and extend the contract termination date to September 30, 2005.

Background

When the new PCRBR Rules went into effect on March 1, 2005, they created new or different requirements for the processing of amendments to various types of contracts. Architectural, Engineering, Land Surveying and Related Service Contracts now require approval of the Public Contract Review Board to amend a contract that exceeds 20% of the original amount of the contract per PCRBR Rule 48-0330, Contract Amendments.

The County currently has a contract in place with Archscape Architects to provide architectural and engineering services for the remodel of the three Women's Transition Center residences. Competition was solicited at the start of this project and the contract was awarded to Archscape Architecture, a certified Emerging Small Business as the highest scoring proposer in March of 2002.

The original amount of the contract was \$45,585.00. Subsequently three amendments have been processed for this contract. All three amendments were processed via exemption under the rules in existence at the time of the exemption request. The previous amendments requested the following changes:

- 1) To reduce costs to the construction project the architect performed value engineering, modified bid documents to reflect bidding residences individually and providing additional coordination for extending the overall construction period by and therefore requiring a time extension of the contract. The contract termination date was changed to April 30, 2004. The increase to the contract was \$5,700.00 and the new contract total was \$51,285.00. (See Attachment 1)
- 2) Additional work to provide cost estimates and detailed scope and proposals for the separate bidding process for each residence and changes to scope due to damage from the storm of January 2004. This also required a time extension of the contract to a new contract expiration date of April 30, 2005. The increase to the contract was \$6,340.00 and the new contract total was \$57,625.00. (See Attachment 2)
- 3) Value engineered items previously removed from scope of work were replaced; ongoing changes for the separation into bids documents for three bids instead of one; additional project management and quality control issues due to performance of construction contractor; replacement of electrical work County was going to perform. No time was added

to the term of the contract. The increase to the contract was \$9,400.00 and the new contract total was \$67,025.00. (See Attachment 3)

Recently additional funds have become available and some concealed conditions have been uncovered for the Women's Transition Center Project. The new funds allow for replacement of a driveway, added security equipment and various other changes. For additional detail on the added work, please see Attachment 4, Letter from the Architect dated April 20, 2005.

Scope of Services and Estimated Cost

A total of \$5,440.00 is required to complete the work and the contract termination date shall be extended to September 30, 2005 to accommodate the additional work required on the project. The new total for the contract is \$72,815.00.

Summary

For the reasons stated above we believe it is in the best interest of Multnomah County to request this amendment to the contract in order to complete this construction project at the lowest cost. Please contact Cyrus Yamin, Project Manager, at extension 84245 if additional information is required.

Attachments

c: John Lindenthal
Cyrus Yamin
File

**MEMO**

to: Cyrus Yamin
Multnomah County Facilities and
Property Management

date: April 25, 2003

re: WTC Housing - Job no. 02107

from: Steve Kaiser

Cyrus,

I am writing as a follow-up to our meeting on April 23, 2003, in which we discussed options for having County personnel provide some of the work in addition to value engineering and scope reduction items that were discussed at another meeting on April 1, 2003, and identified in a subsequent memo. Based on these meetings, my understanding of the project is as follows:

- The highest priorities are renovation and repair of the exterior envelope, life safety upgrades of stairs and walks, work related to the abatement scope, and code required work that is currently in the documents. In addition it is recommended that the heating systems be upgraded, and that some electrical work is completed.
- The County is preparing cost-estimates to provide all electrical and low voltage work, and carpentry for demolition and re-construction of the exterior wood stairs, porches and railings. An independent contractor will provide the remaining construction work that is included in the revised bidding documents.
- Rather than bid all three buildings simultaneously, initially only Building 736 will be included, most likely through a sheltered market bidding process. Work on the other two buildings will be released for bidding subsequently according to availability of funds.

This approach will require additional coordination between the successful Contractor and the County. It will also extend the overall construction period due to splitting the buildings into three separate projects.

I have reviewed the contract documents and it will be necessary to make the following modifications:

1. Delete sheet A3 and Electrical sheets from the bid documents.
2. Modify the remaining bid documents to remove interior work, except as required for heating system upgrades, and exterior work that is to be provided by the County.
3. Modify the Specifications to reflect the new scope.
4. Provide new reproducible drawings and specifications to the County for issuance with the Bid Documents.

- 5. Provide similar modifications to describe to County workers the scope that they will be providing.
- 6. The City may require modifications to their record documents to reflect the change in scope. At this time we do not anticipate that any re-permitting will be necessary.

I anticipate the following additional A/E service fees to provide the above modifications to the documents, and anticipated additional coordination and Construction Administration time.

Architect /Engineer– (40) hours x \$75/hour.....	\$3,000.00
Drafting / Clerical – (40) hours x \$55/hour.....	\$2,200.00
<u>Reimbursables (plotting).....</u>	<u>\$500.00 *</u>
Total.....	\$5,700.00 **

* This is based on the assumption that the deleted sheets will be listed as "not used", and that only reproducibles will be provided, not additional sets.

** This is in addition to the amount remaining in the current contract.

Work as described above will be billed as time and materials, with a not to exceed total.

I understand that our current contract has expired and will need to be renewed. We can proceed with the above-described scope once we receive a contract extension and amendment for the additional fees.

Respectfully submitted,

Steve W. Kaiser, AIA



MEMO

<p>to: Cyrus Yamin Multnomah County Facilities and Property Management</p>	<p>date: February 27, 2004</p>
<p>from: Steve Kaiser</p>	<p>re: WTC Housing - Contract #4600002989</p>

Cyrus,

Per our recent conversations, there has been some expansion of architectural, structural and mechanical services scope since the most recent contract amendment of 4/25/03. These include:

1. Preparation of additional documentation in the form of projected cost estimates and detailed scope descriptions for use in the sheltered market bidding process, coordination with PDC and DJC relative to the funding for the project, primarily in the form of printing and delivering additional sets of drawings and specifications. (This work has been completed).
2. Preparation of Proposal Requests PR-1 and PR-2. (This work has been completed).
3. Design and scope changes as a result of water damage to building 736.
 - a. Structural design and drawings for repair of exposed fire damaged framing in the basement (PR-2).
 - b. Plumbing design and drawings for code required upgrades identified by the plumbing inspector, and for kitchen remodeling (PR-3)
 - c. Coordination of the above consultant work, preparation of kitchen remodel drawings, proposal requests, additional on-site visits, meetings, phone calls and research and construction administration related to the new scope items.

I anticipate the following additional A/E service fees for the above-described work:

Architectural – (68) hours x \$75/hour.....	\$4,800.00
Structural Consultant - (8) hours x \$80/hour.....	\$640.00
Mechanical Consultant - (8) hours x \$75/hour.....	\$600.00
<u>Reimbursables (plotting, printing.....)</u>	<u>\$300.00</u>
Total.....	\$6,340.00 *

* This is in addition to the amount remaining in the current contract.

Work as described above will be billed as time and materials, with a not to exceed total.

Respectfully submitted,

Steve W. Kaiser, AIA



MEMO

to: Cyrus Yamin
Multnomah County Facilities and
Property Management

date: August 12, 2004

re: WTC Housing - Contract #4600002989

from: Steve Kaiser

Cyrus,

Per our recent conversations, there has been some expansion of project scope since the most recent contract amendment of 4/14/04. These include:

1. The exterior renovation construction contract for houses 732 and 722 was bid as a separate project, based on funds allocation. This resulted in additional work for ARCHSCAPE since the construction documents had to be modified for purposes of bidding the new scope of work.
2. After the initial bid process in September 2002, documents for all three houses were modified to reflect significant value engineering changes. These changes included removal of kitchen remodeling and electrical work from the drawings. The revised documents were issued August 31, 2003, with the intent of bidding the project as a whole. Subsequently it was determined that the houses would be required to bid as separate projects under the sheltered market program. More recently it was decided that some of the value-engineered items should be re-inserted into the bid documents for buildings 722 and 732. This has resulted in additional drafting and coordination time.
3. Ongoing quality control and management issues with the sheltered market contractor on building 736 resulted in significant extra time spent by ARCHSCAPE during the construction phase. It is anticipated that there will be similar difficulties and associated time demands with the remaining two building projects.
4. The County has decided that County personnel will not perform the electrical work on the remaining two buildings, and that the remaining buildings will have complete electrical upgrades. Included below are fees for electrical engineering to update and modify the original electrical documents to reflect these changes, as well as limited construction phase services.

We anticipate the following additional A/E service fees for the above-described work:

Architectural – (80) hours x \$75/hour.....	\$5,400.00
Mechanical/Electrical Consultant – per attached proposal.....	\$3,900.00
<u>Reimbursables (plotting, printing).....</u>	<u>\$100.00</u>
Total.....	\$9,400.00 *

* This is in addition to the amount remaining in the current contract.

Work as described above will be billed as time and materials, with a not to exceed total.

Respectfully submitted,

Steve W. Kaiser, AIA

HK Electrical Engineers LLC

August 11, 2004

**Attachment #1
Amendment #3
Contract #4600002989**

Steve Kaiser, AIA
Archscape Architecture, LLC
1001 SE Water Avenue, Suite 260
Portland, Oregon 97214

**Subject: DJC Women's Transition Center
Electrical Design Fee Proposal**

Dear Steve:

Thank you asking HK Electrical Engineers for a fee proposal to prepare electrical bid, permit, and renovation documents for two existing DJC Women's Transition Center buildings on Couch Street. Our understanding of the project scope and the services HK is to provide is based on the MEP drawings we received, and on the following clarification items discussed at our meeting with you and the owner's representative at the site on August 10, 2004.

1. Each building is to be a separate bid and construction package.
2. The existing electrical systems are to be completely removed and not reused. The electrical systems are to be completely new including panelboards, wiring, devices and lighting fixtures.
3. The electrical systems are to be brought up to latest electrical code requirements.
4. The fire alarm system in the renovated adjacent building is to be extended to the buildings being renovated. The fire alarm system is to provide 100% detection coverage.
5. Telephone and access control is to be extended from the renovated adjacent building. HK is to meet with owner's representatives to determine systems scope.
6. Electrical wiring is to be installed concealed from finished spaces where ever possible.
7. Construction service is to include:
 - a. RFI responses
 - b. Shop drawing review
 - c. Two site visits to observe electrical construction. One visit during construction before wall cover-up and one visit at substantial completion.

Phone: (503) 625-4443

220 E. Division • Sherwood, Or 97140

FAX: (503) 625-4187

HK Electrical Engineers LLC

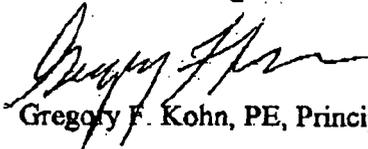
We propose to provide the above services for the following not-to-exceed lump-sum total fee with expenses included:

	First Building	Second Building
Basic Services:	\$1,700	\$1,000
Construction Services:	<u>\$ 600</u>	<u>\$ 600</u>
Total:	\$2,300	\$1,600

Addition construction observation visits (with written deficiency report) requested by the Architect or Owner will be \$300 per visit.

If you have any questions, please give us a call.

Very truly yours,
HK Electrical Engineers LLC



Gregory F. Kohn, PE, Principal



MEMO

to: Cyrus Yamin
Multnomah County Facilities and
Property Management
date: April 20, 2005
re: WTC Housing - Contract #4600002989
from: Steve Kaiser

Cyrus,

Per our recent conversations, there has been some expansion of project scope since the most recent contract amendment (no.3) of 10-22-04. These include:

- 1. Due to additional funds being available for the completion of Building 722, scope was added to the project, including:
a. Removal and replacement of driveway apron.
b. New storm water dry well system.
c. New plumbing to second floor toilet and wash rooms and associated work at first floor.
d. Additional work in basement, including finishes, painting, exhaust ducting.
e. New card reader and outlet at rear porch and new exterior light fixtures.
Addendum 2 was issued to cover the above items, and included additional detail information that the County and ARCHSCAPE determined was necessary to ensure quality construction in the final project, as a result of significant quality control issues with the contractor on the previous two buildings.
2. During construction on Building 732, ARCHSCAPE prepared and issued proposal requests PR-2, PR-3 and PR-4 to add scope that was necessary due to concealed conditions.
3. The construction schedule for Building 722 has been extended from 30 days to 40 days to allow for expected delays due to contractor performance issues. This will require additional site visits and reports from ARCHSCAPE.
4. ARCHSCAPE has been asked to provide record drawings for all three buildings that incorporate addenda, proposal requests and other documented project conditions that have changed since issuance of the original contract documents. ARCHSCAPE shall provide (1) review set and (1) final set of reproducible, updated architectural, mechanical and electrical plans, and (1) final set as electronic versions (AutoCAD 2000) on CD. Note: Mechanical and electrical drawings shall be updated by ARCHSCAPE and so shall not be considered "engineered" documents.

We anticipate the following additional professional service fees for the above-described work:

Table with 2 columns: Description and Amount. Rows include Labor - (64) hours x \$85/hour (\$5,440.00), Reimbursables (plotting, printing) (\$350.00), and Total (\$5,790.00 *).

* This is in addition to the amount remaining in the current contract. Work as described above will be billed as time and materials, with a not to exceed total.

Respectfully submitted,

Steve W. Kaiser, AIA

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

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

Contract #: 4600002989
 Amendment #: 4

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

Department: DBCS Division: FACILITIES Date: 05/13/2005
 Originator: CYRUS YAMIN Phone: 26270 Bldg/Rm: 274/L1
 Contact: DAVID LANEY Phone: 24338 Bldg/Rm: 274/1
 Description of Contract: Provide Project Consulting Service. Amendment #4 scope of work change. and extend date

RENEWAL: PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION # IE 02-1311 Amend-2
 Effective DATE: 04/14/2004 EXPIRATION DATE: 04/30/2005
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self-Cert

PLEASE NOTE:
 This Amendment WAS SIGNED BY COUNTY STAFF prior TO ESTABLISHMENT OF THE NEW procedure for Board Approval. The contractor has not signed & it has not been executed. ST

Contractor <u>Archscope Architecture LLC</u>		Remittance address _____	
Address <u>1001 SE Water Ave Suite 260</u>		(If different)	
City/State <u>Portland, Oregon</u>		Payment Schedule /	
ZIP Code <u>97214</u>		<input type="checkbox"/> Lump Sum \$	
Phone <u>503-963-9320</u>		<input checked="" type="checkbox"/> Monthly \$	
Employer ID# or SS# <u>93-1265066</u>		<input type="checkbox"/> Other \$	
Contract Effective Date <u>03/15/2002</u> Term Date <u>04/30/2005</u>		<input type="checkbox"/> Requirement	
Amendment Effect Date <u>05/01/2005</u> New Term <u>09/30/2005</u>		Original Requirement _____	
Original Contract Amount <u>\$45,585.00</u>		Total Amt of Previous _____	
Total Amt of Previous Amendments <u>\$21,440.00</u>		Requirements Amount _____	
Amount of Amendment <u>\$ 5,790.00</u>		Total Amount of Req _____	
Total Amount of Agreement \$ <u>\$72,815.00</u>			

REQUIRED SIGNATURES:

Department Manager <u>[Signature]</u>	DATE <u>5/26/05</u>
Purchasing Manager _____	DATE _____
County Attorney <u>[Signature]</u>	DATE _____
County Chair <u>[Signature]</u>	DATE <u>7.28.05</u>
Sheriff _____	DATE _____
Contract Administration <u>[Signature]</u>	DATE <u>6/6/05</u>

COMMENTS: RX 006045, no EEO Certification Needed

INS. EXPIRES: 7/1/05

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-3 DATE 07.28.05
 DEBORAH L. BOGSTAD, BOARD CLERK

LANEY David

From: THOMAS John S
Sent: Monday, May 16, 2005 8:11 AM
To: LANEY David
Subject: RE: Review Approval Contract No. 4600002989

This contract amendment has been reviewed and may be circulated for signature.
John Thomas
Deputy County Attorney

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

From: LANEY David
Sent: Friday, May 13, 2005 11:11 AM
To: THOMAS John S
Cc: THOMPSON Jan
Subject: Review Approval

-Good Day John, Could you please review and approve the attached Contract Amendment. Thanks.

David Laney
Buyer
Facilities & Property Management
503-988-3322 X24338

5/17/2005



Class I Contract

Vendor Address
ARCHSCAPE ARCHITECTURE 1001 SE WATER AVE #260 PORTLAND OR 97214-2147

Information	
Contract Number	4600002989
Date	03/07/2002
Vendor No.	23258
Contact/Phone	BCS Facilities / X83322
Validity Period:	03/15/2002 - 09/30/2005
Minority Indicator:	Not Identified

Estimated Target Value: 72,815.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	PROJECT CONSULTING SERVICE Plant: F030 Business & Community Service Requirements Tracking Number: C102-7161 <i>PROFESSIONAL SERVICES TO BE PROVIDED ON THE WOMEN'S TRANSITION CENTER PROJECT, INCLUDING REVIEW OF FACILITY ASSESSMENT, DOCUMENT DEVELOPMENT, ARCHITECTURAL SERVICES, PERMITTING AND CONSTRUCTION REPORT.</i> Ship to:	45,585.000	Dollars	\$ 1.0000
0002	ADDED ARCHITECTURAL SERVICES PER PROPSAL Plant: F030 Business & Community Service Requirements Tracking Number: IE03-1311 <i>Admendment #1, 05-06-2003 dpl Additional Architectural services per proposal dated April 25 2003. Also this is to amend. contract date to April 30 2004.</i> Ship to:	5,700.000	Dollars	\$ 1.0000
0003	ADDED ARCHITECTURAL SERVICES Plant: F030 Business & Community Service Requirements Tracking Number: IE 03-1311 <i>AMENDMENT #2. ARCHITECTURAL SERVICES ADDED DUE TO CONTRACT EXTENSION TO APRIL 30 2005 AND SCOPE CHANGE BASED ON PROPOSAL DATED 2/27/2004. dlaney 03-16-2004 and jmt 3/26/04</i> Ship to:	6,340.000	Dollars	\$ 1.0000
0004	CHANGE OF SCOPE AMENDMENT #3 Plant: F030 Business & Community Service Requirements Tracking Number: IX02-1311 <i>AMENDMENT #3 CHANGE IN SCOPE OF WORK. dpl 08/26/2004</i> Ship to:	9,400.000	Dollars	\$ 1.0000
0005	CHANGE OF SCOPE AMENDMENT #4 Plant: F030 Business & Community Service Requirements Tracking Number: IX02-1311 <i>AMENDMENT #4</i>	5,790.000	Dollars	\$ 1.0000



Class I Contract

Vendor Address
ARCHSCAPE ARCHITECTURE 1001 SE WATER AVE #260 PORTLAND OR 97214-2147

Information	
Contract Number	4600002989
Date	03/07/2002
Vendor No.	23258
Contact/Phone	BCS Facilities / X83322
Validity Period:	03/15/2002 - 09/30/2005
Minority Indicator:	Not Identified

Item	Material/Description	Target Qty	UM	Unit Price
	<p><i>DUE TO CHANGES IN THE SCOPE OF WORK AND CHAGES IN THE DURATION OF THE PROJECT AND ADDITIONS TO THE SCOPE OF THE PROJECT ADDITIONAL TIME AND FUNDS ARE REQUIRED.</i></p> <p><i>dlaney 05/13/2005</i></p> <p>Ship to: Multnomah County Dept of Business & Community Servic Yeon Annex 1600 SE 190th Ave, 224 Portland OR 97233</p>			

ACORD CERTIFICATE OF LIABILITY INSURANCE

RV P1DC 06-09-200

PRODUCER
 USAA INSURANCE AGENCY, INC/PHS
 812846 P:(888)242-1430 F:(877)905-0457
 P. O. BOX 33015
 SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 ARCHSCAPE ARCHITECTURE
 1001 SE WATER AVE SUITE 260
 PORTLAND OR 97214

INSURER A: Hartford Casualty Ins Co
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liab	65 SBA KN2688	07/07/04	07/07/05	EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$300,000
					MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	65 SBA KN2688	07/07/04	07/07/05	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER **ADDITIONAL INSURED** **INSURER LETTER:** A **CANCELLATION**

Multnomah County
 401 N. Dickson St.
 Portland, OR 97227

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAKE 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
R. S. [Signature]

Certificate of Insurance

1 of 1 #S95110/M95109

Agency Name and Address: Professional Practice Insurance Brokers, Inc. 10 California Street Redwood City, CA 94063-1513	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED THE POLICIES LISTED BELOW.
Insureds Name and Address: ARCHSCAPE Architecture, LLC 1001 SE Water Avenue, Suite 260 Portland, OR 97214	Companies Affording Policies: A. St. Paul Fire & Marine Insurance Co. B. C. D. E. F.

COVERAGES: THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	POLICY LIMITS
GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owner's and Contractors Protective <input type="checkbox"/> _____				General Aggregate: Products-Com/Ops Aggregate: Personal and Adv. Injury: Each Occurrence: Fire Dmg. (any one fire):
AUTO LIABILITY <input type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____				Combined Single Limit: Bodily Injury/person: Bodily Injury/accident: Property Damage:
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence: Aggregate:
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				Statutory Limits Each Accident: Disease/Policy Limit: Disease/Employee:
A. PROFESSIONAL LIABILITY*	QP03805865	03/13/05	03/13/06	Per Claim \$1,000,000 Aggregate \$1,000,000 \$0

Description of Operations/Locations/Vehicles/Restrictions/Special items:
 ALL OPERATIONS OF THE NAMED INSURED INCLUDING CONTRACT #4600002989.

*Written at aggregate limits of liability not less than amount shown.

Certificate Holder: Multnomah County Attn: Facilities & Property Mgmt. 401 N. Dixon Street Portland, OR 97227	THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY FOR ALL OPERATIONS OF THE INSURED. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY, ITS AGENTS OR REPRESENTATIVES WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, EXCEPT IN THE EVENT OF CANCELLATION FOR NON-PAYMENT OF PREMIUM IN WHICH CASE 10 DAYS NOTICE WILL BE GIVEN.
cc:	Authorized Representative: 05/17/05

David,

Thanks for leaving a voice mail this morning regarding my question about your request below. Currently, Archscape Architecture LLC has no employees and therefore we do not carry workers compensation insurance. Let me know if you require any specific information to clarify this for the record.

Thank you,

Steve W. Kaiser, AIA
ARCHSCAPE Architecture, LLC
1001 SE Water Avenue, Suite 260
Portland, OR 97214
503.963.9320

**MULTNOMAH COUNTY SERVICES CONTRACT AMENDMENT
(Amendment to Change Contract Provisions During Contract Term)
AMENDMENT #4**

CONTRACT NO. 4600002989

This is an amendment to Multnomah County Contract referenced above effective May 1, 2005 between Multnomah County, Oregon, hereinafter referred to as County, and Archscape Architecture hereinafter referred to as Contractor.

The parties agree:

1. The following changes are made to Contract No. 4600002989:

Contractor shall perform the additional work described in the attached Memo dated April 20, 2005. (Attachment 1)

Contractor shall be paid for the additional work as provided in Attachment 1. The Maximum payment under this Contract, including expenses, is \$72,815.00.

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

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 1001 SE Water Ave. Suite 260 Portland, Oregon 97214 Phone #503-963-9320

Federal Tax ID# or Social Security: 93-1265066

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

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

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

Signature

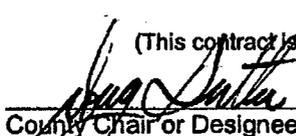
Title

Name (please print)

Date

MULTNOMAH COUNTY SIGNATURE

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



County Chair or Designee**

5/26/05

Date

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

Department and County Attorney Approval and Review

Approved: _____
Department Manager or Designee Date

Reviewed: J.T. _____
Assistant County Attorney Date 5/16/05

Attachment #1



MEMO

to: Cyrus Yamin
Multnomah County Facilities and
Property Management

date: April 20, 2005

re: WTC Housing - Contract #4600002989

from: Steve Kaiser

Cyrus,

Per our recent conversations, there has been some expansion of project scope since the most recent contract amendment (no.3) of 10-22-04. These include:

1. Due to additional funds being available for the completion of Building 722, scope was added to the project, including:
 - a. Removal and replacement of driveway apron.
 - b. New storm water dry well system.
 - c. New plumbing to second floor toilet and wash rooms and associated work at first floor.
 - d. Additional work in basement, including finishes, painting, exhaust ducting.
 - e. New card reader and outlet at rear porch and new exterior light fixtures.Addendum 2 was issued to cover the above items, and included additional detail information that the County and ARCHSCAPE determined was necessary to ensure quality construction in the final project, as a result of significant quality control issues with the contractor on the previous two buildings.
2. During construction on Building 732, ARCHSCAPE prepared and issued proposal requests PR-2, PR-3 and PR-4 to add scope that was necessary due to concealed conditions.
3. The construction schedule for Building 722 has been extended from ~~30 days to 40 days~~ to allow for expected delays due to contractor performance issues. This will require additional site visits and reports from ARCHSCAPE.
4. ARCHSCAPE has been asked to provide record drawings for all three buildings that incorporate addenda, proposal requests and other documented project conditions that have changed since issuance of the original contract documents. ARCHSCAPE shall provide (1) review set and (1) final set of reproducible, updated architectural, mechanical and electrical plans, and (1) final set as electronic versions (AutoCAD 2000) on CD. Note: Mechanical and electrical drawings shall be updated by ARCHSCAPE and so shall not be considered "engineered" documents.

We anticipate the following additional professional service fees for the above-described work:

Labor – (64) hours x \$85/hour.....	\$5,440.00
<u>Reimbursables (plotting, printing).....</u>	<u>\$350.00</u>
Total.....	\$5,790.00 *

* This is in addition to the amount remaining in the current contract. Work as described above will be billed as time and materials, with a not to exceed total.

Respectfully submitted,

Steve W. Kaiser, AIA



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 07/28/05
Agenda Item #: C-4
Est. Start Time: 9:30 AM
Date Submitted: 07/11/05

BUDGET MODIFICATION:

Amendment 2 to Contract 4600005197 with Archaeological Investigations
Agenda Northwest to Provide Additional Archaeological Services for the Morrison
Title: Building Demolition Project

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

Date Requested: <u>July 28, 2005</u>	Time Requested: <u>N/A</u>
Department: <u>County Management</u>	Division: <u>Facilities & Property Mgmt</u>
Contact(s): <u>Lynn Dingler, Doug Butler</u>	
Phone: <u>503 988-3322</u> Ext. <u>85521</u>	I/O Address: <u>274/FPM</u>
Presenter(s): <u>Consent Calendar</u>	

General Information

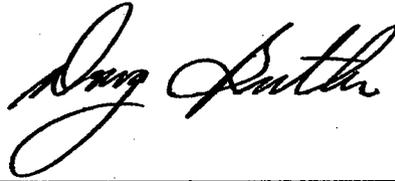
1. **What action are you requesting from the Board?**
 Approval of Contract Amendment.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 As required by new PCRB Rules, request approval of amendment #2 for the Contract with Archaeological Investigations Northwest to provide additional archaeological services for the Morrison Building Demolition Project. The amendment exceeds the 20% threshold for increasing the contract without Board approval. Please see the Attachments (Copy of Contract Amendment and Memo to Board.)
3. **Explain the fiscal impact (current year and ongoing).**
 The increase is within the project budget.
4. **Explain any legal and/or policy issues involved.**
 Complies with requirements of PCRB Rule 48-0330

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

None.

Required Signatures

**Department/
Agency Director:**



Date: 07/11/05

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____



Department of Business and Community Services

MULTNOMAH COUNTY OREGON

MEMORANDUM

Facilities and Property Management

401 North Dixon

Portland, Oregon 97227

(503) 988-3322 phone

(503) 988-5082 fax

DATE: July 11, 2005

TO: Public Contract Review Board
Multnomah County Oregon

FROM:  Doug Butler, Manager
Facilities and Property Management

SUBJECT: **REQUEST APPROVAL TO AMEND CONTRACT NUMBER
460005197 WITH ARCHAEOLOGICAL INVESTIGATIONS
NORTHWEST INC FOR ARCHAEOLOGICAL SERVICES
FOR THE DEMOLITION OF THE MORRISON BUILDING**

General

Facilities and Property Management requests the Public Contract Review Board to approve Amendment #2 to contract number 460005197 with Archaeological Investigations Northwest Inc. for the purpose of adding funding for additional consulting services.

Background

When the new PCRFB Rules went into effect on March 1, 2005, they created new or different requirements for the processing of amendments to various types of contracts. Architectural, Engineering, Land Surveying and Related Service Contracts now require approval of the Public Contract Review Board to amend a contract that exceeds 20% of the original amount of the contract per PCRFB Rule 48-0330, Contract Amendments.

The County currently has a contract in place with Archaeological Investigations Northwest Inc. to provide archaeological services for the scheduled demolition of the Morrison Building. Informal competition was solicited for the original contract (Contractor Selection Statement C105-8421) and the contract was awarded to the contractor named above as the most responsive, responsible contractor.

The original contract covered on-site archaeological investigation services and included site digging and mapping, if required.

- (Phase 1 – original contract) original contract for investigation. The discovery of artifacts on the site resulted in two additional phases being added to the contract:
- Phase 2 (current request for Amendment #2) for the handling of artifacts and
- Phase 3 (Amendment #1) for creation of a demolition plan and other services required by the high profile project. (Note: The request for Phase 2 services

was misplaced and therefore this current request for Amendment #2 is following Amendment #1 although chronologically this work was identified prior to this Amendment #2.)

The original amount of the contract was \$5,987.79. The services included on-site archaeological investigation, e.g., digging, mapping of discoveries. Subsequently one amendment was executed against this contract. This amendment was processed via Informal Exemption, IX05-1799, under the rules in existence at the time of the exemption request. Amendment #1 requested the following changes:

- 1) Additional work for creating a monitoring plan, monitoring and reporting; coordinating work on the project; and submitting a permit application. These additional services required a time extension of the contract to November 30, 2005. The increase to the contract was \$28,000.00 and the new contract total was \$33,987.79 (See Attachment 1).

Current Need and Scope of Services

The original contract did not anticipate the high profile and publicity the project has drawn. The higher profile requires a greater presence of the archaeological professionals. The discovery of some artifacts that needed appropriate handling, etc., also resulted in the need for additional archaeological services, artifact collection and fieldwork (See Attachment 2).

Amendment #1 exceeded the 20% threshold and was processed as an informal exemption request as noted above. This Amendment #2 continues to exceed 20% of the original contract amount and now requires PCRB approval under the new rules. Multnomah County, in conjunction with all interested parties, has determined that the additional work was needed; the contract termination date does not need to be extended.

Estimated Cost

A total of \$8,447.00 is required to complete the additional work on the project for Amendment #2. In addition a \$5,000.00 contingency is budgeted in the event of additional discoveries at the sight. Only actual expenses will be paid if additional discoveries are identified during demolition although no additional expenses are anticipated. The new total for the contract is \$42,434.79. The funds are in the project budget.

Summary

For the reasons stated above Facilities and Property Management believes it is in the best interest of Multnomah County and the public to request this amendment to the contract in order to complete the project. Please contact Lynn Dingler, Project Manager, at extension 85521 if additional information is required.

Attachments

c: Lynn Dingler
File

MULTNOMAH COUNTY CONTRACT APPROVAL FORM ATTACHMENT 1

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

Contract #: 4600005197
Amendment #: 1

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

Department: DBCS Division: Facilities Management Date: 04/07/2005
 Originator: Lynn Dingler Phone: 24443 Bldg/Rm: 274/L1
 Contact: Jan Thompson Phone: 84238 Bldg/Rm: 274/FM

Description of Contract: Archaeological Services for Morrison Building Parking Lot. Amendment for additional work for Demo.

RENEWAL: PREVIOUS CONTRACT #(S): _____
 RFP/BID: C105-8421 RFP/BID DATE: 3/4/5
 EXEMPTION #: IX05-1799 ORS/AR #: _____
 Effective DATE: 03/05/2005 EXPIRATION DATE: 11/30/2005
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Redro

Contractor <u>Archaeological Investigations Northwest Inc</u>		Remittance address _____	
Address <u>2632 SE 162nd Ave</u>		(If different) _____	
City/State <u>Portland, OR 97236</u>		Payment Schedule / Terms	
ZIP Code _____		<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other	
Phone <u>503.761.6605</u>		<input type="checkbox"/> Requirements Funding Info:	
Employer ID# or SS# <u>93-1086016</u>	Contract Effective Date <u>11/17/04</u> Term Date <u>3/4/05</u>	Original Requirements Amount \$ _____	Total Amt of Previous Amendments \$ _____
Amendment Effect Date <u>03/5/05</u> New Term <u>11/30/05</u>	Amount of Amendment <u>\$28,000.00</u>	Requirements Amount Amendment: \$ _____	Total Amount of Requirements \$ _____
Original Contract Amount <u>\$5,987.79</u>	Total Amount of Agreement \$ <u>\$33,987.79</u>		

REQUIRED SIGNATURES:

Department Manager <u>[Signature]</u>	DATE <u>4-13-05</u>
Purchasing Manager <u>[Signature]</u>	DATE <u>5/4/05</u>
County Attorney <u>[Signature]</u>	DATE _____
County Chair <u>[Signature]</u>	DATE <u>5/5/05</u>
Sheriff <u>[Signature]</u>	DATE _____
Contract Administration <u>[Signature]</u>	DATE <u>5/2/05</u>

COMMENTS: RX #005149

INS. EXPIRES: 9/05

MULTNOMAH COUNTY SERVICES CONTRACT AMENDMENT

CONTRACT NO. 4600005197
AMENDMENT #1

This is an amendment to Multnomah County Contract referenced above effective November 26, 2004 between Multnomah County, Oregon, hereinafter referred to as County, and Archaeological Investigations Northwest Inc. hereinafter referred to as Contractor.

The parties agree:

- 1. The following changes are made to Contract No. 4600005197:

Contractor shall perform additional work described in Exhibit 1 at the rates set forth in Exhibit 1. The NTE total for the described work is \$24,925.00. Additional work may be required for Multnomah County Board Briefings, etc. and shall be invoiced at the rates set forth in Exhibit 1. The NTE total for additional work shall be \$3, 075.00.

This amendment NTE total is \$28,000 and the new maximum contract total is \$33,987.79.

- 2. Extend contract termination date to November 30, 2005.
3. All other terms and conditions of the contract shall remain the same.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 2632 SE 162nd Ave, Portland, Oregon 97236
Federal Tax ID# or Social Security: 93-1086016
Business Designation (check one): Sole Proprietorship Partnership
[X] Corporation-for profit Corporation-Non-profit
Other [describe here:]

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

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

Signature

Title VP

Name (please print) JO REESE

Date MAY 9, 2005

MULTNOMAH COUNTY SIGNATURE

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

County Chair or Designee**

Date 5/4/05

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

Department and County Attorney Approval and Review

Approved: Department Manager or Designee Date 4-13-05

Reviewed: J.T. Assistant County Attorney Date 04/08/2005

Archaeological Investigations Northwest, Inc.

2632 S.E. 162nd Ave. • Portland, Oregon 97236
Phone (503) 761-6605 • Fax (503) 761-6620

Vancouver Phone (360) 696-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

March 28, 2005

Lynn Dingler
Asset Management
Multnomah County
401 N Dixon Street
Portland, Oregon 97227-1865

Re: Morrison Property-Building Removal
Proposal for Archaeological Tasks

Dear Lynn:

This proposal is to provide a scope and costs for performing tasks associated with the removal of the building on the Morrison Property. When the building is removed, steps will need to be taken to protect human remains or archaeological deposits, if they are present. The tasks are summarized as follows.

- Contribute to Project Team meetings, as needed.
- Coordinate with the State Historic Preservation Office (SHPO) regarding expectations.
- Prepare a Monitoring Plan that can be used during the deconstruction of the building
- Assist PBS with specifications for the deconstruction.
- Submit a permit application to the SHPO so that it is in-hand at when the building is removed; this will incorporate the Monitoring Plan.
- Archaeological monitoring during the work on-site when the building is removed, as needed, and complete a report of the monitoring.

I have budgeted for approximately 32 hours of Project Team meetings and other coordination. This should accommodate eight meetings and some phone conversations with the SHPO archaeologists. The monitoring plan and assistance with specifications will take about 40 hours of professional time, plus support time. The permit application may add another 10 hours of professional time, plus support staff. As part of the permit application, I will need to write to the tribes and the CCBA, which is included in these hours. This is a total of 82 hours of my time, plus 12 hours of my support staff, for a total of \$5,784.00. A detailed cost estimate is attached.

I am also providing you with an estimate for conducting 20 person-days of on-site monitoring. I have prepared the budget using a professional-level staff archaeologist, and have included daily travel time and built-in some overtime. An 8-hour day on-site would be 10.25 hours including travel and overtime. This is \$470.00 for labor and, with an equipment vehicle, totals about \$530.00/day. If we needed to have more than one monitor, because work was taking place using more than one piece of equipment on the ground, then we would need to add another monitor, but I have not added this into the budget. Likewise, I expect that some of the monitoring will take a few hours, rather than a full day. I have included some time for coordination by me. The budget for the 20 person-days is approximately \$11,746.00 for labor and \$1,485.00 for vehicle/travel, a total of \$13,231.00.

If any artifacts are found, those will need to be handled in the lab, cataloged, and included in a report; I have included just 22 hours for this, which would handle only incidental finds.

A report of the monitoring work will need to be prepared. The report will be larger if there is more to include, and shorter if the monitoring is incident-free. The report preparation

and lab work brings the total for the monitoring effort to \$19,141.00. I have attached a detailed cost estimate.

In sum, the budget for the project includes:

- \$5,784.00 for the pre-work coordination, Monitoring Plan, SHPO permit application, and specifications assistance; and
- \$19,141.00 for the monitoring, with about a total of \$13,231.00 of this for the field effort.

Lynn, this estimate totals \$24,925.00. Invoicing will all be on a time-and-expenses basis. I have budgeted using our current (2005) billing rates, which will apply during this work. I hope this information is helpful. Please let me know if you have any questions.

Sincerely,



Jo Reese, M.A., R.P.A.
Vice President/Senior Archaeologist

Att.

ARCHAEOLOGICAL INVESTIGATIONS NORTHWEST, INC.

MULTNOMAH COUNTY

March 27, 2005

Morrison Property

Archaeological Tasks Related to Demolition

LABOR	Hrs	Rate	Total	Total Labor & Expenses
<i>Meetings, Coordination, Monitoring Plan, SHPO Permit, Etc.</i>				
Proj. Mgr. Jo Reese	82	\$62.40	\$5,116.80	
Graphics	4	\$39.28	\$157.12	
Prod.Assist.-Mills	2	\$44.52	\$89.04	
Admin. Assist.	6	\$43.44	\$260.64	
TOTAL LABOR	94		\$5,623.60	

\$5,623.60

TOTAL LABOR ALL TASKS

EXPENSES			Total	Total Labor & Expenses
Vehicle	0	\$55.00	\$0.00	
Fuel/Gas			\$0.00	
Vehicle	0	\$45	\$0.00	
Mileage-Meetings	240	\$0.375	\$90.00	
Reproduction, Photocopies, Photog, Maps.			\$20.00	
Communications and Shipping			\$50.00	
TOTAL EXPENSES			\$160.00	\$160.00

TOTAL LABOR AND EXPENSES NOT TO EXCEED

\$5,783.60

Morrison Prop Demo

ARCHAEOLOGICAL INVESTIGATIONS NORTHWEST, INC.

MULTNOMAH COUNTY

March 27, 2005

Morrison Property
Archaeological Monitoring

LABOR				Total
	Hrs	Rate	Total	Labor & Expenses
<i>On-Site Monitoring--20 field-days</i>				
1.5/d	Proj. Mgr. Jo Reese	30	\$62.40	\$1,872.00
8+trav	Supervising Archaeo.-Field	210	\$45.78	\$9,613.80
	Admin. Assist.	6	\$43.44	\$260.64
	TOTAL LABOR	<u>246</u>		<u>\$11,746.44</u>
<i>Report Preparation</i>				
	Proj. Mgr. Jo Reese	14	\$62.40	\$873.60
	Lab Director	12	\$59.54	\$714.48
	Sr Arch-Chapman--Artif.Ast.	6	\$59.54	\$357.24
	Supervising Archaeologists	60	\$45.78	\$2,746.80
	Staff Archaeo.-Lab Assist.	4	\$39.28	\$157.12
	Archaeo.-Lab. Assist.	6	\$34.10	\$204.60
	Graphics	6	\$39.28	\$235.68
	Prod.Assist.-Mills	8	\$45.00	\$360.00
	Admin. Assist.	4	\$45.00	\$180.00
	TOTAL LABOR	<u>120</u>		<u>\$5,829.52</u>
				<u>\$17,575.96</u>
TOTAL LABOR ALL TASKS				
EXPENSES				Total
			Total	Labor & Expenses
	Vehicle-Monitoring	24	\$55.00	\$1,320.00
	Fuel/Gas			\$120.00
	Mileage-Monitoring	120	\$0.375	\$45.00
	Reproduction, Photocopies, Photog, Maps.			\$0.00
	Communications and Shipping			\$80.00
	TOTAL EXPENSES			<u>\$1,565.00</u>
				<u>\$19,140.96</u>
TOTAL LABOR AND EXPENSES NOT TO EXCEED				\$19,140.96

Morrison Prop Monitoring

DINGLER Lynn

From: Jo Reese [Jo@ainw.com]
Sent: Wednesday, May 11, 2005 4:33 PM
To: DINGLER Lynn
Subject: Costing-Contract for Morrison Property

Lynn, here is my recap. I summarized it in the attached file, since it holds the number format. It appears that the add-on for additional field effort and the processing of artifacts--which was approved by signed at the bottom of my proposal--is missing from the contract. Please let me know if you have any questions or need additional information to sort through this.

<<Morrison Project Recap AINW.doc>>

Jo

Jo Reese, M.A., R.P.A.
VP/Senior Archaeologist
Archaeological Investigations Northwest, Inc.
2632 SE 162nd Avenue
Portland, Oregon 97236
503-761-6605 Phone
503-761-6620 Fax
jo@ainw.com
www.ainw.com

Archaeological Investigations Northwest, Inc.

2632 S.E. 162nd Ave. • Portland, Oregon 97236
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Vancouver Phone (360) 696-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

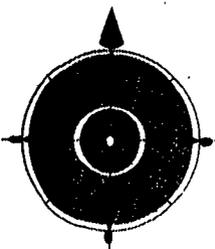
MEMO

Date: May 11, 2005
To: Lynn Dinger, Asset Management, Multnomah County
From: Jo Reese, VP
Re: Morrison Property
Costing Recap

Lynn, this summarizes the status of the costs for the archaeological exploration project that has been completed, the on-going coordination work for the demo of the building, and the archaeological monitoring needed for the deconstruction of the Morrison Building this summer and fall. The following recaps the specific costing requests.

11/18/04	Original contract	\$5,987.79
	+ Rounding	\$2.21
1/18/05	Additional Field/Artifacts	<u>\$8,447.00</u>
	SUBTOTAL AMOUNT	\$14,437.00
3/28/05	Add-On for Demo Coord. & Monitoring	<u>\$24,925.00</u>
	SUBTOTAL AMOUNT	\$39,362.00
4/13/05	Additional for Briefings to Board, etc.	<u>\$3,075.00</u>
	TOTAL	\$42,437.00

The original contract signed in November was for the \$5,987.79. The January add-on of \$8,447.00 was approved by a signed-off at the bottom of my proposal by a signature that I cannot read (Tony Mounts?) initialed by DB. My March 28 proposal for the coordination and monitoring of \$24,925.00, together with the \$3,075.00 for briefings to the Multnomah County Board that was added by the County, is in the current contract as an additional \$28,000.00. This Amendment #1 of \$28,000.00 brought the total to \$33,987.79, per the amended contract sitting in front of me, but signed by Doug Butler 4/13. The new contract total seems to have skipped the January figure.



Archaeological Investigations Northwest, Inc.

2632 S.E. 162nd Ave. • Portland, Oregon 97236
Phone (503) 761-6605 • Fax (503) 761-6620

Vancouver Phone (360) 696-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

January 18, 2005

Lynn Dingler
Asset Management
Multnomah County
401 N Dixon Street
Portland, Oregon 97227-1865

Re: Lone Fir Cemetery, SE 20th Avenue and Morrison Street
Proposal for Additional Exploration and Artifact Handling

Dear Mr. Dingler:

AINW has provided two days in the field exploring some areas of the parking lot at the Morrison building property. This letter and the attached detail provide the cost estimate for one more day of field exploration and captures the additional management and coordination costs not originally anticipated. The additional costs are due to the higher than expected publicity for the project, and this has meant that I have spent more time in the field than anticipated originally. The costs for one more day of field exploration for me and my three-person crew and for the additional coordination total \$2,880.00.

My original proposal excluded artifact collection. During the excavations, some artifacts were recovered that you and the Commissioner felt should be collected and later transferred to the CCBA, for example. These include headstones, ceramic and glass bottle and dish fragments, and funerary hardware, such as casket hinges. We also collected a leather shoe, and some pieces of animal bone (all cow). To properly clean, stabilize, identify, catalog, and prepare these for curation, and to summarize the information in the report we will be preparing, my cost estimate totals \$4,975.00. I am excluding any fee required by a repository, but if the artifacts are transferred to the CCBA, I doubt they would charge a fee.

We will also need to record this as an archaeological site. This step is completion of a resource form, which will be included in the report. The State Historic Preservation Office will assign a site number to the resource. This is needed for the area where the ceramic and glass artifacts were found. I estimate that this will cost an additional \$592.00 for 13 hours of labor. The total for all three of these elements is \$8,447.00. Added to the base price of \$5,990.00, the new total would be \$14,437.00. I can discuss these steps in more detail, if you would like.

Sincerely,

Jo Reese, M.A., R.P.A.
Vice President/Senior Archaeologist

Approval for project, as presented in this letter:

Signed:

Date

1-18-05

(LoneFir Cem Add-On011805)

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached Contract #: 4600005197
 Amendment #: 2

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

Department: DBCS Division: Facilities Management Date: 07/08/2005
 Originator: Lynn Dingler Phone: 24443 Bldg/Rm: 274/L1
 Contact: Jan Thompson Phone: 84238 Bldg/Rm: 274/FM
 Description of Contract: Archaeological Services for Morrison Building Parking Lot. Amendment for additional work for Demo.

RENEWAL: PREVIOUS CONTRACT #(S): _____
 RFP/BID: C105-8421 RFP/BID DATE: 3/4/5
 EXEMPTION #: IX05-1799 ORS/AR #: _____
 Effective DATE: 03/05/2005 EXPIRATION DATE: 11/30/2005
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor <u>Archaeological Investigations Northwest Inc</u> Address <u>2632 SE 162nd Ave</u> City/State <u>Portland, OR 97236</u> ZIP Code _____ Phone <u>503.761.6605</u> Employer ID# or SS# <u>93-1086016</u> Contract Effective Date <u>11/17/04</u> Term Date <u>3/4/05</u> Amendment Effect Date <u>07/08/2005</u> New Term <u>11/30/05</u> Original Contract Amount <u>\$5,987.79</u> Total Amt of Previous Amendments <u>\$28,000.00</u> Amount of Amendment <u>\$ 8,447.00</u> Total Amount of Agreement \$ <u>\$42,434.79</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>invoiced</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Funding Info: Original Requirements Amount \$ _____ Total Amt of Previous Amendments \$ _____ Requirements Amount Amendment: \$ _____ Total Amount of Requirements \$ _____
---	---

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
Purchasing Manager _____	DATE _____
County Attorney _____	DATE <u>7-28-05</u>
County Chair <u>[Signature]</u>	DATE <u>7/28/05</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: RX #005103

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-4 DATE 07-28-05
 SPECIAL BOARD CLERK _____

MULTNOMAH COUNTY SERVICES CONTRACT AMENDMENT

CONTRACT NO. 4600005197
AMENDMENT #2

This is an amendment to Multnomah County Contract referenced above effective November 26, 2004 between Multnomah County, Oregon, hereinafter referred to as County, and Archaeological Investigations Northwest Inc. hereinafter referred to as Contractor.

The parties agree:

- 1. The following changes are made to Contract No. 4600005197:

Contractor shall perform additional work described in Attachment 1 at the rates set forth in the original contract.

This amendment NTE total is \$8,447.00 and the new maximum contract total is \$42,434.79.

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

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 2632 SE 162nd Ave, Portland, Oregon 97236

Federal Tax ID# or Social Security: 93-1086016

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

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

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

Signature

Title

Name (please print)

Date

MULTNOMAH COUNTY SIGNATURE

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

Handwritten signature of Dave Jantz
County Chair or Designee**

7/28/05
Date

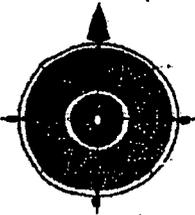
** Department Director signs here for Class 1 Contracts (unless retroactive); For all other contracts, Chair or Chair's designee signs here.

Department and County Attorney Approval and Review

Approved: Department Manager or Designee Date

Reviewed: Assistant County Attorney Date 7/28/05

APPROVED : MULTNOMAH COUNTY BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 07-28-05
DEBORAH L. BOGSTAD, BOARD CLERK



Archaeological Investigations Northwest, Inc.

2632 S.E. 162nd Ave. • Portland, Oregon 97236
Phone (503) 761-6805 • Fax (503) 761-6820

Vancouver Phone (360) 688-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

January 18, 2005

Lynn Dingler
Asset Management
Multnomah County
401 N Dixon Street
Portland, Oregon 97227-1865

Re: Lone Fir Cemetery, SE 20th Avenue and Morrison Street.
Proposal for Additional Exploration and Artifact Handling

Dear Mr. Dingler:

AINW has provided two days in the field exploring some areas of the parking lot at the Morrison building property. This letter and the attached detail provide the cost estimate for one more day of field exploration and captures the additional management and coordination costs not originally anticipated. The additional costs are due to the higher than expected publicity for the project, and this has meant that I have spent more time in the field than anticipated originally. The costs for one more day of field exploration for me and my three-person crew and for the additional coordination total \$2,880.00.

My original proposal excluded artifact collection. During the excavations, some artifacts were recovered that you and the Commissioner felt should be collected and later transferred to the CCBA, for example. These include headstones, ceramic and glass bottle and dish fragments, and funerary hardware, such as casket hinges. We also collected a leather shoe, and some pieces of animal bone (all cow). To properly clean, stabilize, identify, catalog, and prepare these for curation, and to summarize the information in the report we will be preparing, my cost estimate totals \$4,975.00. I am excluding any fee required by a repository, but if the artifacts are transferred to the CCBA, I doubt they would charge a fee.

We will also need to record this as an archaeological site. This step is completion of a resource form, which will be included in the report. The State Historic Preservation Office will assign a site number to the resource. This is needed for the area where the ceramic and glass artifacts were found. I estimate that this will cost an additional \$592.00 for 13 hours of labor. The total for all three of these elements is \$8,447.00. Added to the base price of \$5,990.00, the new total would be \$14,437.00. I can discuss these steps in more detail, if you would like.

Sincerely,

Jo Reese, M.A., R.P.A.
Vice President/Senior Archaeologist

Approval for project, as presented in this letter:

Signed: Lynn M. Dingler by AS

Date 1-18-05

(Lone Fir Cem Add-On011805)



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 07/28/05
 Agenda Item #: C-5
 Est. Start Time: 9:30 AM
 Date Submitted: 07/18/05

BUDGET MODIFICATION: -

**Ratification of RESOLUTION 05-129 Appointing Patricia Pate as County
 Financial Assistance Administrator for the State of Oregon Department of
 Agenda Human Services, 2005-2007 County Financial Assistance Intergovernmental
 Title: Revenue Agreement 0506026**

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

Date Requested: <u>July 28, 2005</u>	Time Requested: <u>N/A</u>
Department: <u>DCHS</u>	Division: <u>Contracts and Procurement</u>
Contact(s): <u>Al Stickel and Patricia K. Pate</u>	
Phone: <u>988-3691</u> Ext. <u>84135</u>	I/O Address: <u>167/1/620</u>
Presenter(s): <u>Consent Calendar</u>	

General Information

1. **What action are you requesting from the Board?**
 Ratification of Resolution 05-129 to allow Patricia K. Pate to sign on behalf of the Department of Human Services for the 2005-2007 County Financial Assistance Agreement and to amend the agreement.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 This Resolution Appoints Patricia Pate as County Financial Assistance Administrator for the State of Oregon Department of Human Services, 2005-2007 County Financial Assistance Intergovernmental Revenue Agreement 0506026.
3. **Explain the fiscal impact (current year and ongoing).**
 There is no fiscal impact with this resolution.
4. **Explain any legal and/or policy issues involved.**

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

Required Signatures

**Department/
Agency Director:**



Date: 07/18/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-129

Appointing Patricia Pate as County Financial Assistance Administrator for the State of Oregon Department of Human Services, 2005-2007 County Financial Assistance Intergovernmental Revenue Agreement 0506026

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Department of County Human Services provides mental health, alcohol and drug and developmentally disabled treatment services to citizens of Multnomah County
- b. The County has requested financial assistance from the State of Oregon Department of Human Services to operate or contract for the operation of its community mental health, alcohol and drug, and developmental disabilities program.
- c. The State of Oregon Department of Human Services is willing, upon the terms and conditions of the 2005-2007 Financial Assistance Agreement (Agreement), to provide such financial assistance (Assistance Award) to the County. The Agreement was approved by the County on July 14, 2005.
- d. Section E.5 of the Agreement requires the County by resolution to appoint an officer to administer the Agreement (County Financial Assistance Administrator) and to authorize the County Financial Assistance Administrator to amend the Assistance Award and Agreement and Service Element Prior Authorization on behalf of the County. Further, the County Financial Assistance Administrator may enable the disbursement of financial assistance through submission and modification of CPA's and PPA's and authorize providers to submit disbursement claims.

The Multnomah County Board of Commissioners Resolves:

1. The Board appoints Patricia Pate as the County Financial Assistance Administrator and authorizes Patricia Pate to amend the Assistance Award on behalf of the County, by execution and delivery of amendments to the Agreement in accordance with Section E.5.

ADOPTED this 19th day of July, 2005.



REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Patrick W. Henry
Patrick W. Henry, Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Serena Cruz
Serena Cruz, Commissioner



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/28/05
Agenda Item #: C-6
Est. Start Time: 9:30 AM
Date Submitted: 07/22/05

BUDGET MODIFICATION: -

Agenda Title: **Appointment of Gregory Strebin and Reappointments of Julie Cleveland, Tim Crail, Chris Foster, Peter Fry and Bill Kabeiseman to the Multnomah County Planning Commission**

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

Date Requested: 7/28/2005 **Time Requested:** Consent Calendar
Department: Non-Departmental **Division:** Chair's Office
Contact(s): Chair Linn, Andy Smith
Phone: 503/988-3308 **Ext.** 83308 **I/O Address:** 503/600
Presenter(s): N/A

General Information

1. What action are you requesting from the Board?

Request the Board approve the appointment of Gregory Strebin and reappointments of Julie Cleveland, Tom Crail, Chris Foster, Peter Fry and Bill Kabeiseman to the Multnomah County Planning Commission

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

The Multnomah County Planning Commission acts as the land use advisory body to the Board of County Commissioners for unincorporated Multnomah County. They recommend to the Board of County Commissioners, the adoption, revision or repeal of the comprehensive plan and the implementing measures needed to carry out the plan. Initiate actions under MCC Chapter 37, as amended. There are 9 members who represent the various demographic areas of Multnomah County. No more than 2 members can be engaged in the same kind of business trade or profession; no more

than 2 members can be engaged principally in the buying, selling or developing of real estate for profit. Members are appointed to 4-year terms by the County Chair with approval of the Board of County Commissioners.

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

No current year/ongoing fiscal impact

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

No legal and/or policy issues involved

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

NA

Required Signatures

Department/
Agency Director:



Date: 7/22/2005

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

UNANIMOUS CONSENT ITEM FOR THURSDAY, JULY 28, 2005

REGULAR AGENDA - 9:30 AM

**CHAIR LINN REQUESTS A MOTION FOR
CONSIDERATION OF A UNANIMOUS CONSENT
ITEM**

**COMMISSIONER _____ MOVES
COMMISSIONER _____ SECONDS
CONSIDERATION OF A UNANIMOUS CONSENT
ITEM**

**ALL IN FAVOR, VOTE AYE, OPPOSED ____?
THE MOTION FAILS
OR
THE CONSIDERATION IS APPROVED**

NON-DEPARTMENTAL

**C-6 Appointment of Gregory Strebin and Reappointments of Julie Cleveland,
Tim Crail, Chris Foster, Peter Fry and Bill Kabeiseman to the
MULTNOMAH COUNTY PLANNING COMMISSION**

**COMMISSIONER _____ MOVES
COMMISSIONER _____ SECONDS
APPROVAL OF C-6**

CHAIR LINN EXPLANATION

OPPORTUNITY FOR PUBLIC TESTIMONY

OPPORTUNITY FOR BOARD COMMENTS

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

**THE MOTION FAILS
OR
THE APPOINTMENTS ARE APPROVED**



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/28/05
Agenda Item #: R-1
Est. Start Time: 9:30 AM
Date Submitted: 07/05/05

BUDGET MODIFICATION: -

Agenda Title: **Appointment of Jon Chess, Delma Farrell, Sheila Isley, Sue Lewis, Jon Marquardt, Patsy Moushey, Dawn Sechrist, Theresa Sullivan and Stephen Wright to the 2005 CHARITABLE GIVING CAMPAIGN MANAGEMENT COUNCIL**

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

Date Requested:	<u>July 28, 2005</u>	Time Requested:	<u>5 mins</u>
Department:	<u>County Management</u>	Division:	<u>Director's Office</u>
Contact(s):	<u>Theresa Sullivan</u>		
Phone:	<u>503 988-3635</u>	Ext.	<u>83635</u>
		I/O Address:	<u>503/531</u>
Presenter(s):	<u>Theresa Sullivan</u>		

General Information

1. What action are you requesting from the Board?

Appointment of the following department representatives:

- | | |
|----------------------------------|--------------------------------------|
| Jon Chess, Libraries | Delma Farrell, Non-Departmental |
| Dawn Sechrist, DA's Office | Sue Lewis, Community Justice |
| Jon Marquardt, Health | Patsy Moushey, County Human Services |
| Theresa Sullivan, County Mgmt | Stephen Wright, Sheriff's Office |
| Sheila Isley, Community Services | |

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

The departments have asked that the above employees be appointed as representatives for their department for 2005.

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

None

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

None

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

None

Required Signatures

Department/
Agency Director:



Date: 07/05/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 07/28/05
Agenda Item #: R-2
Est. Start Time: 9:35 AM
Date Submitted: 07/05/05

BUDGET MODIFICATION: -

Agenda Title: **Approval of 2005 Charitable Giving Campaign Participating Funds/Federations**

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

Date Requested:	<u>July 28, 2005</u>	Time Requested:	<u>.5 mins</u>
Department:	<u>County Management</u>	Division:	<u>Director's Office</u>
Contact(s):	<u>Theresa Sullivan</u>		
Phone:	<u>503 988-3635</u>	Ext.	<u>83635</u>
		I/O Address:	<u>503/531</u>
Presenter(s):	<u>Theresa Sullivan</u>		

General Information

1. What action are you requesting from the Board?

The Campaign Management Council recommends approval of the following organizations to participate in the 2005 County Charitable Giving Campaign:

	Term Expires
Black United Fund of Oregon	12/31/2005
Children's Trust Fund of Oregon	12/31/2005
Community Health Charities	12/31/2005
Earth Share of Oregon	12/31/2005
Equity Foundation	12/31/2005
Global Impact	12/31/2005
Habitat for Humanity of Oregon	12/31/2006
McKenzie River Gathering Foundation	12/31/2006
Portland Schools Foundation	12/31/2005 deleted per Board vote 7/28/05
Regional Arts & Culture Fund (RACC)	12/31/2006
United Way of Columbia-Willamette	12/31/2005

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

Per MCC 9.630, the Campaign Management Council shall select organizations for the Board to certify and approve to participate in the County's campaign.

The funds/federations listed above all meet the qualification criteria set forth in MCC 9.630.

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

None

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

None

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

None

Required Signatures

Department/
Agency Director:



Date: 07/05/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/28/05
 Agenda Item #: R-3
 Est. Start Time: 9:40 AM
 Date Submitted: 07/01/05

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Authorizing the Issuance of Industrial Development Revenue Bonds by the State of Oregon to Mutual Materials Company**

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

Date Requested:	<u>July 28, 2005</u>	Time Requested:	<u>10 minutes</u>
Department:	<u>County Management</u>	Division:	<u>Director's Office</u>
Contact(s):	<u>Dave Boyer or Andy Smith</u>		
Phone:	<u>503-988-3903</u>	Ext.	<u>83903</u>
		I/O Address:	<u>503/531</u>
Presenter(s):	<u>Bob Thomas and Andy Smith</u>		

General Information

1. What action are you requesting from the Board?

Approve resolution authorizing the issuance of Industrial Development Revenue Bonds (IDRB) by State of Oregon to Mutual Materials Company

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

Mutual Materials Company wants to expand a facility for the manufacturing of concrete pavers by Mutual Materials Company located in Gresham, Oregon. It is estimated that the bonds would be in the amount of approximately \$9 million. This project would foster the economic growth and legislative policy in ORS 285B.320.

The Project complies with the provisions of the County's economic development plan and ORS 285B.332 which requires, before the issuance of revenue bonds by the State of Oregon, that the undertaking of any eligible project be requested by official action of the governing body of the county in which the eligible project will be located. It also complies with Oregon Administrative

Rule 123-011-0035(2)(d) which requires, before the issuance of revenue bonds by the State of Oregon, that the county having jurisdiction over the proposed project should provide a statement with regards to the potential benefit to be derived by the county from the project.

The potential benefit of project to the County include:

- (a) Anticipated hiring of 10 additional employees;
- (b) Anticipated annual profit increase from the Project estimated to be \$200,000, \$600,000 and \$600,000 in years 1 through 3, respectively;
- (c) Additional trucking activity and indirect support people will be required leading to the hiring of other such service providers.

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

No impact on the County funds. About \$9 million will be spent on the project which will foster economic development

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

The Project complies with the provisions of the County's economic development plan, ORS 285B.332 related to the issuance of revenue bonds by the State of Oregon and Oregon Administrative Rule 123-011-0035(2)(d) that requires the County to approve of the bond issue.

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

None

Required Signatures

**Department/
Agency Director:**

David G. Boyer

Date: 07/01/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Supporting the Issuance of Industrial Development Revenue Bonds by the State of Oregon for Mutual Materials Company

The Multnomah County Board of Commissioners Finds:

- a. The expansion of a facility for the manufacturing of concrete pavers by Mutual Materials Company to be located in Gresham, Oregon (the "Project") would foster the economic growth and legislative policy as set forth in ORS 285B.320.
- b. The Project complies with the provisions of the County's economic development plan.
- c. ORS 285B.332 require, before the issuance of revenue bonds by the State of Oregon, that the undertaking of any eligible project be requested by official action of the governing body of the county in which the eligible project will be located.
- d. Oregon Administrative Rule 123-011-0035(2)(d) requires, before the issuance of revenue bonds by the State of Oregon, that the county having jurisdiction over the proposed project should provide a statement with regards to the potential benefit to be derived by the county from the project.
- e. Completion of the Project would be in the best interests of the citizens of the County.

The Multnomah County Board of Commissioners Resolves:

1. Potential Benefit of Project.
The potential benefits of the Project to the County include:
 - (a) Anticipated hiring of 10 additional employees;
 - (b) Anticipated annual profit increase from the Project estimated to be \$200,000, \$600,000 and \$600,000 in years 1 through 3, respectively;
 - (c) Additional trucking activity and indirect support people will be required leading to the hiring of other such service providers.

2. Issuance of Revenue Bonds Requested.

The County requests that the Oregon Economic and Community Development Commission and the State of Oregon to assist in the financing of the Project within Multnomah, County, through the issuance of revenue bonds as provided by ORS 285B.320 to OS 285B.371.

3. Delegation.

The Chair of the Board, the Chief Financial Officer, the Treasury Manager or any of such officer's designee is hereby authorized on behalf of the County to sign such documents and take any future action necessary for the issuance of revenue bonds by the State for the Project.

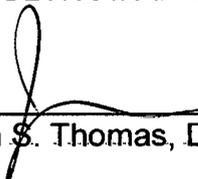
ADOPTED this 28th day of July, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
John S. Thomas, Deputy County Attorney



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/28/05
 Agenda Item #: R-4
 Est. Start Time: 9:45 AM
 Date Submitted: 07/12/05

BUDGET MODIFICATION: -

Agenda Title: **RESOLUTION Declaring a Portion of the Property Located at 600 NE 8th Street, Gresham, Oregon to be Temporarily Surplus and Approving a Permit for Use of Property to Mt. Hood Festival of Jazz, a Non-Profit Organization**

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

Date Requested:	<u>July 28, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Dept of County Management</u>	Division:	<u>Facilities & Property Mgmt</u>
Contact(s):	<u>Doug Butler & Debra Crawford</u>		
Phone:	<u>503-988-3322</u>	Ext.:	<u>84206</u>
Presenter(s):	<u>Debra Crawford</u>	I/O Address:	<u>274/1</u>

General Information

1. What action are you requesting from the Board?

The Department of County Management, Facilities and Property Management Division requests the Board approve this Resolution allowing a non-profit organization, Mt. Hood Festival of Jazz, as Permittee, temporary access to and use of County property located at 600 NE 8th Street, Gresham, Oregon for parking of festival volunteers and artists. The Department of County Management, Facilities and Property Management recommends adoption of the Resolution.

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

The Permittee, the Mt. Hood Festival of Jazz, is a non-profit organization which sponsors an annual jazz festival in the City of Gresham. The Permittee requests access to and use of the County's parking lot at the Multnomah County East Building for free parking of volunteers and artists during the festival beginning Friday evening, August 5, 2005 through

Saturday evening, August 6, 2005. This Permit will provide the Permittee access to a parking lot within blocks of the festival site that is of sufficient size to accommodate the cars of festival volunteers and artists, and to allow the Permittee to provide shuttle vans to take those people to and from the festival site. The Permit term is for a short time, and will expire August 6, 2005, and the Permittee will provide access to the Multnomah County East Building for County staff or clients as needed during the term of the Permit.

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

None

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

None

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

None

Required Signatures

**Department/
Agency Director:**



Date: 07/12/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Declaring a Portion of the Property Located at 600 NE 8th Street, Gresham, Oregon to be Temporarily Surplus and Approving a Permit for Use of Property to Mt. Hood Festival of Jazz, a Non-Profit Organization

The Multnomah County Board of Commissioners Finds:

- a. A portion of the property located at 600 NE 8th Street, Gresham, OR 97030, (Property) is, at this time, temporarily surplus to any County use.
- b. The attached Permit For Temporary Use Of Property has been negotiated with Mt. Hood Festival of Jazz, a Non-Profit Organization.
- c. It is in the best interests of the County to permit the temporary use of the Property on the terms and conditions set forth in the attached Permit For Temporary Use Of Property.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached Permit For Temporary Use Of Property. The County Chair is authorized to execute the Permit substantially in the form attached to this Resolution.

ADOPTED this 28th day of July, 2005.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Deputy County Attorney

MULTNOMAH COUNTY PERMIT FOR USE OF PROPERTY

1. Multnomah County, Oregon (County) hereby grants to Mt. Hood Festival of Jazz, a Non-Profit Organization (hereafter "Permitee") the right to use the following described property (hereafter "the Property") in accordance with the terms and conditions of this Permit:

East Parking Lot adjacent to the Multnomah County East Building, located at 600 NE 8th Street, Gresham, Oregon, 97030.

Permitee has inspected the Property and accepts the Property "AS IS." Permitee has been advised that the following conditions exist or may exist on the Property:

- County staff or client cars may be parked on the lot at the beginning of the Permit period
 - No utilities or services will be provided to the Property for use by the Permitee
2. The Property shall be used solely for the following purpose under the conditions listed:
 - Use of the Property shall be limited to free parking for Mt. Hood Jazz Festival volunteers and artists. No charge will be assessed to any parkers using the lot.
 - Permitee will provide staff to be present at the lot at all times to direct traffic and secure the parking lot and vehicles parked therein. The County shall not be liable for damage to or theft of any vehicle or its contents parked on the Property during the term of this Permit.
 - Permitee will begin parking vehicles at the eastern side of the parking lot no earlier than 5:00 pm on Friday, August 5, 2005, but will allow immediate and free access to any County client arriving for services in the Multnomah County East Building on Friday, August 5, 2005.
 - Permitee will allow immediate and free access to the parking lot by any County ID badge holder or County vehicle during the term of this Permit.

No other use of the Property shall be made without the prior written consent of the County, including access to or use of the Multnomah County East Building.

3. Term. The term of this Permit shall commence at 5:00 pm on August 5, 2005 and shall continue to 11:59 pm on August 6, 2005.
4. Consideration. Permitee shall pay to County the sum of \$0.00 upon the execution of this Permit. County is providing temporary use of the Property at no cost due to the non-profit status of the Permitee.

5. Condition of Property After Termination Permittee shall return the Property to the County in the condition it was at the commencement of the Permit. Permittee agrees to clean up any debris left in the parking lot resulting from Permittee's use. Permittee agrees to reimburse the County within 30 days of billing for any damage to the Property and for the any damage to or theft of fixtures or personal property on the Property, regardless of whether such damage or theft is caused by the Permittee, the Permittee's independent contractors, agents, employees, guests or any other person for whose act any of them may be liable.

6. County Not Liable The County shall not be liable for any loss or damage to any property brought on to the Property under this agreement.

7. Indemnity. To the fullest extent permitted by law, Permittee shall indemnify, defend, and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from use and occupancy of the Property by Permittee or Permittee's independent contractors, agents, employees, guests or any other person for whose act any of them may be liable.

8. Insurance. The Permittee shall maintain general liability insurance naming County as an additional insured for claims for bodily injury or death and property damage with combined single limits of not less than one million dollars (\$1,000,000) single occurrence limit and shall provide County with a certificate from the insurance carrier evidencing such coverage prior to exercising the permission granted herein.

The terms, conditions and provisions of this Permit are agreed to and accepted by the parties to this Permit this 28th day of July, 2005.

PERMITEE

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: _____

By _____

Diane M. Linn, Chair

Title: _____

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____

John S. Thomas, Deputy County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-130

Declaring a Portion of the Property Located at 600 NE 8th Street, Gresham, Oregon to be Temporarily Surplus and Approving a Permit for Use of Property to Mt. Hood Festival of Jazz, a Non-Profit Organization

The Multnomah County Board of Commissioners Finds:

- a. A portion of the property located at 600 NE 8th Street, Gresham, OR 97030, (Property) is, at this time, temporarily surplus to any County use.
- b. The attached Permit For Temporary Use Of Property has been negotiated with Mt. Hood Festival of Jazz, a Non-Profit Organization.
- c. It is in the best interests of the County to permit the temporary use of the Property on the terms and conditions set forth in the attached Permit For Temporary Use Of Property.

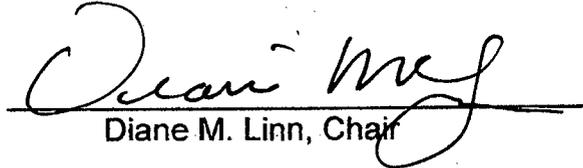
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached Permit For Temporary Use Of Property. The County Chair is authorized to execute the Permit substantially in the form attached to this Resolution.

ADOPTED this 28th day of July, 2005.

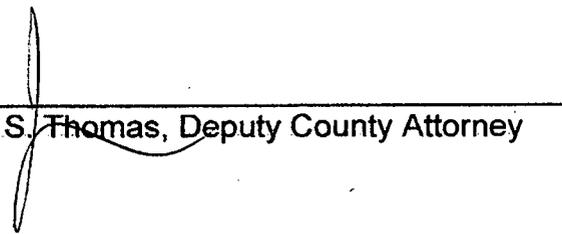


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Deputy County Attorney

MULTNOMAH COUNTY PERMIT FOR USE OF PROPERTY

1. Multnomah County, Oregon (County) hereby grants to Mt. Hood Festival of Jazz, a Non-Profit Organization (hereafter "Permitee") the right to use the following described property (hereafter "the Property") in accordance with the terms and conditions of this Permit:

East Parking Lot adjacent to the Multnomah County East Building, located at 600 NE 8th Street, Gresham, Oregon, 97030.

Permitee has inspected the Property and accepts the Property "AS IS." Permitee has been advised that the following conditions exist or may exist on the Property:

- County staff or client cars may be parked on the lot at the beginning of the Permit period
 - No utilities or services will be provided to the Property for use by the Permitee
2. The Property shall be used solely for the following purpose under the conditions listed:
 - Use of the Property shall be limited to free parking for Mt. Hood Jazz Festival volunteers and artists. No charge will be assessed to any parkers using the lot.
 - Permitee will provide staff to be present at the lot at all times to direct traffic and secure the parking lot and vehicles parked therein. The County shall not be liable for damage to or theft of any vehicle or its contents parked on the Property during the term of this Permit.
 - Permitee will begin parking vehicles at the eastern side of the parking lot no earlier than 5:00 pm on Friday, August 5, 2005, but will allow immediate and free access to any County client arriving for services in the Multnomah County East Building on Friday, August 5, 2005.
 - Permitee will allow immediate and free access to the parking lot by any County ID badge holder or County vehicle during the term of this Permit.

No other use of the Property shall be made without the prior written consent of the County, including access to or use of the Multnomah County East Building.

3. Term. The term of this Permit shall commence at 5:00 pm on August 5, 2005 and shall continue to 11:59 pm on August 6, 2005.
4. Consideration. Permitee shall pay to County the sum of \$0.00 upon the execution of this Permit. County is providing temporary use of the Property at no cost due to the non-profit status of the Permitee.

5. Condition of Property After Termination Permittee shall return the Property to the County in the condition it was at the commencement of the Permit. Permittee agrees to clean up any debris left in the parking lot resulting from Permittee's use. Permittee agrees to reimburse the County within 30 days of billing for any damage to the Property and for the any damage to or theft of fixtures or personal property on the Property, regardless of whether such damage or theft is caused by the Permittee, the Permittee's independent contractors, agents, employees, guests or any other person for whose act any of them may be liable.
6. County Not Liable The County shall not be liable for any loss or damage to any property brought on to the Property under this agreement.
7. Indemnity. To the fullest extent permitted by law, Permittee shall indemnify, defend, and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from use and occupancy of the Property by Permittee or Permittee's independent contractors, agents, employees, guests or any other person for whose act any of them may be liable.
8. Insurance. The Permittee shall maintain general liability insurance naming County as an additional insured for claims for bodily injury or death and property damage with combined single limits of not less than one million dollars (\$1,000,000) single occurrence limit and shall provide County with a certificate from the insurance carrier evidencing such coverage prior to exercising the permission granted herein.

The terms, conditions and provisions of this Permit are agreed to and accepted by the parties to this Permit this 28th day of July, 2005.

PERMITEE

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: _____

By _____
Diane M. Linn, Chair

Title: _____

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Deputy County Attorney

MULTNOMAH COUNTY PERMIT FOR USE OF PROPERTY

1. Multnomah County, Oregon (County) hereby grants to Mt. Hood Festival of Jazz, a Non-Profit Organization (hereafter "Permittee") the right to use the following described property (hereafter "the Property") in accordance with the terms and conditions of this Permit:

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Permittee has inspected the Property and accepts the Property "AS IS." Permittee has been advised that the following conditions exist or may exist on the Property:

- County staff or client cars may be parked on the lot at the beginning of the Permit period
 - No utilities or services will be provided to the Property for use by the Permittee
2. The Property shall be used solely for the following purpose under the conditions listed:
 - Use of the Property shall be limited to free parking for Mt. Hood Jazz Festival volunteers and artists. No charge will be assessed to any parkers using the lot.
 - Permittee will provide staff to be present at the lot at all times to direct traffic and secure the parking lot and vehicles parked therein. The County shall not be liable for damage to or theft of any vehicle or its contents parked on the Property during the term of this Permit.
 - Permittee will begin parking vehicles at the eastern side of the parking lot no earlier than 5:00 pm on Friday, August 5, 2005, but will allow immediate and free access to any County client arriving for services in the Multnomah County East Building on Friday, August 5, 2005.
 - Permittee will allow immediate and free access to the parking lot by any County ID badge holder or County vehicle during the term of this Permit.

No other use of the Property shall be made without the prior written consent of the County, including access to or use of the Multnomah County East Building.

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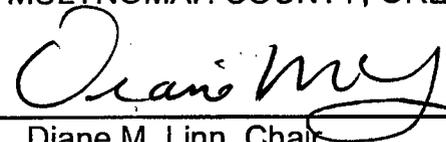
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6. County Not Liable The County shall not be liable for any loss or damage to any property brought on to the Property under this agreement.
7. Indemnity. To the fullest extent permitted by law, Permittee shall indemnify, defend, and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from use and occupancy of the Property by Permittee or Permittee's independent contractors, agents, employees, guests or any other person for whose act any of them may be liable.
8. Insurance. The Permittee shall maintain general liability insurance naming County as an additional insured for claims for bodily injury or death and property damage with combined single limits of not less than one million dollars (\$1,000,000) single occurrence limit and shall provide County with a certificate from the insurance carrier evidencing such coverage prior to exercising the permission granted herein.

The terms, conditions and provisions of this Permit are agreed to and accepted by the parties to this Permit this 28th day of July, 2005.

PERMITEE

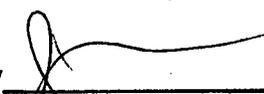
By: 
 Title: OPERATIONS manager

BOARD OF COUNTY COMMISSIONERS
 FOR MULTNOMAH COUNTY, OREGON

By: 
 Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
 FOR MULTNOMAH COUNTY, OREGON

By: 
 John S. Thomas, Deputy County Attorney



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 07/28/05
 Agenda Item #: R-5
 Est. Start Time: 9:50 AM
 Date Submitted: 07/19/05

BUDGET MODIFICATION: -

Agenda Title:	RESOLUTION Approving the Sale of the Regional Children's Campus Property, the Edgefield Property and the Multnomah County Correctional Facility to Reynolds School District and Michael R. McMenamain and Authorizing County Chair to Execute Appropriate Documents to Complete the Sale
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Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date	July 28, 2005	Time	10 minutes
Requested:	_____	Requested:	_____
Department:	Non-Departmental	Division:	Chair's Office
Contact(s):	Diane Linn		
Phone:	(503) 988-3308	Ext.	83308
		I/O Address:	503/600
Presenter(s):	Doug Butler and Mike Sublett		

General Information

1. What action are you requesting from the Board?

The Department of County Management requests the Board approve the terms of the sale of the Regional Children's Campus Property, the Edgefield Property and the Multnomah County Correctional Facility to Reynolds School District and Michael R. McMenamain and authorize the County Chair to execute appropriate documents to complete the sale.

The Department of County Management, Facilities and Property Management Division, recommends adoption of the Resolution.

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

By Resolution 04-169, dated November 18, 2004, the Multnomah County Board of Commissioners declared the Edgefield Property and the Multnomah County Correctional Facility (MCCF) in

Troutdale, Oregon to be surplus. In addition, by Resolution, 05-056, dated April 14, 2005, the Multnomah County Board of Commissioners declared the Edgefield Regional Children's Campus Property (Children's Campus) in Troutdale, Oregon, to be surplus and directed Facilities and Property Management Division to negotiate a sale of the Children's Campus, MCCF, and the Edgefield Property to McMenamins Edgefield and the Reynolds School District (Reynolds).

A Memorandum of Understanding-Termination of Lease and Sale of Regional Children's Center Property (MOU-Children's Center) was executed by Multnomah County and the Edgefield Children Center Land Trust Board (Trust) to establish terms for the sale of the Children's Campus. Under the terms of the MOU-Children's Center, the County is charged with managing and negotiating the sale of the Children's Campus, County-owned property upon which the Trust has a long-term leasehold. The terms establish a sales price for the Children's Campus of at least \$4,450,000, an amount which will be sufficient to pay off all Trust obligations to the County, with any balance accruing to the Trust. The terms also will terminate the Trust's leasehold interest in the Children's Campus and transfer the Arata Creek School site to the Trust for one dollar (\$1.00) for the benefit of the Multnomah Education Service District.

A Memorandum of Understanding-Sale Of Troutdale Property (MOU-Troutdale) was executed by Multnomah County, Michael R. McMenam (McMenamin), and Reynolds for the sale of the combined Edgefield Property, MCCF, and the Children's Campus. The MOU-Troutdale specifies approximately 46 acres which McMenam has agreed to purchase for \$4,371,825. The MOU-Troutdale specifies approximately 57 acres which Reynolds has agreed to purchase for \$11,352,800. The sales price for both parcels of \$15,724,625 exceeds the combined appraised values of \$13,730,000. The MOU-Troutdale also provides for a no-cost leaseback of MCCF until June 30, 2006.

By Resolution 05-118, dated June 23, 2005, the Multnomah County Board of Commissioners declared intent to vacate the Right-of Way (proposed 242nd/239th Extension) through the Edgefield Property. By Resolution 05-127, dated July 14, 2005, the Multnomah County Board of Commissioners scheduled a public hearing for September 8, 2005 to consider the proposed street vacation. Under the terms of the MOU-Troutdale, the Right-of-Way is included in the parcels to be purchased by both Reynolds and McMenam. At closing, an escrow account will be established from the sales proceeds in the amount of \$1,730,000. If after eighteen months of closing the Right-of-Way has not been vacated, \$1,000,000 will be released to McMenam and \$730,000 will be released to Reynolds. The successful vacation of the Right-of-Way will release the \$1,730,000 to Multnomah County.

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

Gross Sales Proceeds to Multnomah County for MCCF and the Edgefield Property will be approximately \$11,275,000. Brokerage fees will total an estimated \$275,000 and other sales expenses approximately \$100,000, netting the County an estimated \$10,900,000. These proceeds have been identified as a source of funding for the East County Justice Center under Resolution 04-159, dated November 4, 2004. It is expected that the transaction will close in FY 2006. Of the \$4,450,000 attributable to the Children's Center property, approximately \$2,115,000 will be used to pay off bondholders; approximately \$317,180 for lease payments; and approximately \$226,457 for a loan from the County to the Trust.

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

none

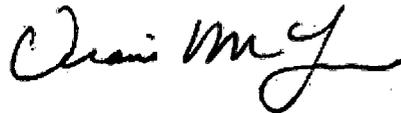
5. Explain any citizen and/or other government participation that has or will take place.

Pursuant to the County's Surplus Property policy (Resolution Number 04-185), public comment concerning the proposed sale of the Edgefield Property and the MCCF Property was solicited for 45 days (ending 1/24/05) and comments were received as follows:

- 1) Public advertisement in the Oregonian occurred on 12/10/04, 12/17/04, 12/27/05 and in the Gresham Outlook on 12/15/04, 12/22/04 and 12/29/04.
- 2) The site was posted for 45 days, with six signs requesting comment from the public.
- 3) The property was listed on the County Surplus Property web page.
- 4) 42 emails and 8 letters with Notice of Surplus Property Fact Sheets were sent to the East County Justice Center roster that includes local elected officials and members of the public.
- 5) Contact was made with community groups, East Multnomah County cities, and business organizations.
- 6) 26 comments and statements of interests were received during the first 45-day comment period from developers, local and regional governments, realtors, non-profit organization, and individuals. With the exception of the 242nd/238th extension right-of-way, there were no objections to selling the property. Prior to being declared Surplus

Required Signatures

**Department/
Agency Director:**



Date: 07/19/05



Budget Analyst:



Date: 07/19/05

Department HR:

Date: _____

Countywide HR:

Date: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the Sale of the Regional Children's Campus Property, the Edgefield Property and the Multnomah County Correctional Facility to Reynolds School District and Michael R. McMenamain and Authorizing County Chair to Execute Appropriate Documents to Complete the Sale

The Multnomah County Board of Commissioners Finds:

- a. By Resolution 04-169, dated November 18, 2004, the Multnomah County Board of Commissioners declared the Edgefield Property and the Multnomah County Correctional Facility (MCCF) surplus.
- b. By Resolution 05-056, dated April 14, 2005, the Multnomah County Board of Commissioners declared the Edgefield Children's Campus Property (Children's Campus) surplus and directed Facilities and Property Management to negotiate a sale of the Children's Campus, MCCF, and the Edgefield Property to McMenamains Edgefield and the Reynolds School District (Reynolds).
- c. The attached Memorandum of Understanding-Termination of Lease and Sale of Regional Children's Center Property (MOU-Children's Center) was executed by Multnomah County and the Edgefield Children Center Land Trust Board (Trust) to establish terms for the sale of the Children's Campus. Under the terms of the MOU-Children's Center, the County is charged with managing and negotiating the sale of the Children's Campus, County-owned property upon which the Trust has a long-term leasehold. The terms establish a sales price for the Children's Campus of at least \$4,450,000, an amount which will be sufficient to pay off all Trust obligations to the County, with any balance accruing to the Trust. The terms also will terminate the Trust's leasehold interest in the Children's Campus and transfer the Arata Creek School site to the Trust for one dollar (\$1.00) for the benefit of the Multnomah Education Service District.
- d. The attached Memorandum of Understanding-Sale Of Troutdale Property (MOU-Troutdale) was executed by Multnomah County, Michael R. McMenamain (McMenamin), and Reynolds for the sale of the combined Edgefield Property, MCCF, and the Children's Campus. The MOU-Troutdale Exhibit A depicts approximately 46 acres which McMenamain has agreed to purchase for \$4,371,825. The MOU-Troutdale Exhibit B depicts approximately 57 acres which Reynolds has agreed to purchase for \$11,352,800. The sales price for both parcels of \$15,724,625 exceeds the combined appraised values of \$13,730,000. The MOU-Troutdale also provides for a no-cost leaseback of MCCF until June 30, 2006.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-131

Approving the Sale of the Regional Children's Campus Property, the Edgefield Property and the Multnomah County Correctional Facility to Reynolds School District and Michael R. McMenamin and Authorizing County Chair to Execute Appropriate Documents to Complete the Sale

The Multnomah County Board of Commissioners Finds:

- a. By Resolution 04-169, dated November 18, 2004, the Multnomah County Board of Commissioners declared the Edgefield Property and the Multnomah County Correctional Facility (MCCF) surplus.
- b. By Resolution 05-056, dated April 14, 2005, the Multnomah County Board of Commissioners declared the Edgefield Children's Campus Property (Children's Campus) surplus and directed Facilities and Property Management to negotiate a sale of the Children's Campus, MCCF, and the Edgefield Property to McMenamins Edgefield and the Reynolds School District (Reynolds).
- c. The attached Memorandum of Understanding-Termination of Lease and Sale of Regional Children's Center Property (MOU-Children's Center) was executed by Multnomah County and the Edgefield Children Center Land Trust Board (Trust) to establish terms for the sale of the Children's Campus. Under the terms of the MOU-Children's Center, the County is charged with managing and negotiating the sale of the Children's Campus, County-owned property upon which the Trust has a long-term leasehold. The terms establish a sales price for the Children's Campus of at least \$4,450,000, an amount which will be sufficient to pay off all Trust obligations to the County, with any balance accruing to the Trust. The terms also will terminate the Trust's leasehold interest in the Children's Campus and transfer the Arata Creek School site to the Trust for one dollar (\$1.00) for the benefit of the Multnomah Education Service District.
- d. The attached Memorandum of Understanding-Sale Of Troutdale Property (MOU-Troutdale) was executed by Multnomah County, Michael R. McMenamin (McMenamin), and Reynolds for the sale of the combined Edgefield Property, MCCF, and the Children's Campus. The MOU-Troutdale Exhibit A depicts approximately 46 acres which McMenamin has agreed to purchase for \$4,371,825. The MOU-Troutdale Exhibit B depicts approximately 57 acres which Reynolds has agreed to purchase for \$11,352,800. The sales price for both parcels of \$15,724,625 exceeds the combined appraised values of \$13,730,000. The MOU-Troutdale also provides for a no-cost leaseback of MCCF until June 30, 2006.

- e. By Resolution 05-118, dated June 23, 2005, the Multnomah County Board of Commissioners declared intent to vacate the Right-of Way (proposed 242nd/239th Extension) through the Edgefield Property. By Resolution 05-127, dated July 14, 2005, the Multnomah County Board of Commissioners scheduled a public hearing for September 8, 2005 to consider the proposed vacation. Under the terms of the MOU-Troutdale, the Right-of-Way, as depicted in Exhibit C, is included in the parcels to be purchased by both Reynolds and McMenemy. At closing, an escrow account will be established from the sales proceeds in the amount of \$1,730,000. If after eighteen months of closing the Right-of-Way has not been vacated, \$1,000,000 will be released to McMenemy and \$730,000 will be released to Reynolds. The successful vacation of the Right-of-Way will release the \$1,730,000 to Multnomah County.

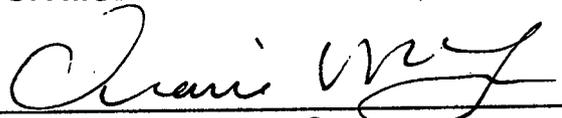
The Multnomah County Board of Commissioners Resolves:

1. It is in the best interests of the County to sell the Children's Campus under the terms of the MOU-Children's Center, including the repayment of the Trust's obligations, the termination of the Trust's lease, and the transfer of the Arata Creek School site back to the Trust.
2. It is in the best interests of the County to sell to McMenemy and Reynolds the Edgefield Property, the Children's Campus, and MCCF, including the Right-of-Way. The Chair is authorized to approve terms of the sale substantively consistent with the MOU-Troutdale and the MOU-Children's Center and to execute all appropriate documents necessary to complete the transactions.

ADOPTED this 28th day of July, 2005.

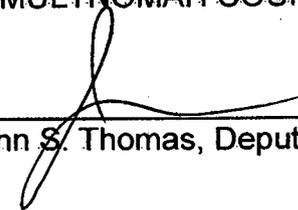


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Deputy County Attorney

**MEMORANDUM OF UNDERSTANDING
SALE OF TROUTDALE PROPERTY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made June 17, 2005 between **MULTNOMAH COUNTY ("County")**, **MICHAEL R. MCMENAMIN ("Buyer")** and **REYNOLDS SCHOOL DISTRICT ("Reynolds")**, all referred to herein collectively as the **"Parties"**. The purpose of this MOU is to clarify the understanding of the Parties concerning the sale by the County to Buyer of certain real property in Troutdale, Oregon (described below) and to Reynolds of certain real property in Troutdale, Oregon (described below) and to set forth some of the basic terms which will permit County and Buyer to begin to negotiate the terms of a formal purchase and sale agreement concerning the McMenamain Property (the **"McMenamin Purchase Agreement"**) and which will permit County and Reynolds to begin to negotiate the terms of a formal purchase and sale agreement concerning the Reynolds Property (the **"Reynolds Purchase Agreement"**).

1. Recitals.

A. County owns the real property consisting of the 9.03 acre area, the 4.06 acre area, the 3.5 acre area, the 18.7 acre area, the 2.2 acre area, the 3.1 acre area, the 1.4 acre area and the 3.79 acre area, all depicted generally as shaded on the map attached as Exhibit A (collectively, the **"McMenamin Property"**). County also owns the real property consisting of the 26.4 acre area, the 6.84 acre area, the 15.7 acre area and the 8.4 acre area, all depicted generally as shaded on the map attached as Exhibit B (collectively, the **"Reynolds Property"**).

B. Buyer desires to acquire from County the McMenamain Property. Reynolds desires to acquire from County the Reynolds Property.

C. County believes it is in its best interest to sell the McMenamain Property to Buyer and to sell the Reynolds Property to Reynolds.

D. County intends to coordinate the sale of the McMenamain Property and the Reynolds Property cooperatively with the Edgefield Childrens Center, the holder of certain lease rights on the McMenamain Property and the Reynolds Property.

2. Purchase Price. The total purchase price for the McMenamain Property would be \$4,371,825. The total purchase for the Reynolds Property would be \$11,352,800.

3. Buyer Earnest Money Deposit. Concurrently with the execution of the McMenamain Purchase Agreement, Buyer will deposit with First American Title Insurance Company (**"Title Company"**) a promissory note equal to \$100,000 as a forfeitable earnest money deposit. Upon removal of the contingency described in paragraph 5 below, the amount of such note will be funded into escrow to be applied toward the purchase price for the McMenamain Property at closing.

4. Reynolds Earnest Money Deposit. Concurrently with the execution of the Reynolds Purchase Agreement, Reynolds will deposit with First American Title Insurance Company a promissory note equal to \$100,000 as a forfeitable earnest money deposit. Upon removal of the contingency described in paragraph 6 below, the amount of such note will be funded into escrow to be applied toward the purchase price for the Reynolds Property at closing.

5. **Buyer Contingency Period.** Buyer will have sufficient time from the date of mutual execution of the McMenamain Purchase Agreement in which to satisfy itself concerning the condition (including environmental condition) of the McMenamain Property. If Buyer determines that he is not satisfied with the condition of the McMenamain Property, then prior to expiration of the negotiated contingency period, Buyer may terminate the McMenamain Purchase Agreement and receive a full refund of the Buyer Earnest Money Deposit. Subsequent to mutual execution of this MOU and prior to closing of the sale of the McMenamain Property, Buyer will have access to the McMenamain Property for the purpose of performing reasonable tests, engineering studies, surveys, soil tests and other inspections, studies and tests on the McMenamain Property as Buyer may deem necessary at his own expense, provided that Buyer will promptly restore any damage caused by the exercise of such rights, and will indemnify County from any claim, loss or liability to the extent arising out of any entry by Buyer onto the McMenamain Property prior to such closing. The County may, within reason, limit access to and activities in the Multnomah County Correctional Facility as long as this does not materially affect Buyer's ability to satisfy itself concerning the condition of the property.

6. **Reynolds Contingency Period.** Reynolds will have sufficient time from the date of mutual execution of the Reynolds Purchase Agreement in which to satisfy itself concerning the condition (including environmental condition) of the Reynolds Property. If Reynolds determines that it is not satisfied with the condition of the Reynolds Property, then prior to expiration of the negotiated contingency period, Reynolds may terminate the Reynolds Purchase Agreement and receive a full refund of the Reynolds Earnest Money Deposit. Subsequent to mutual execution of this MOU and prior to closing of the sale of the Reynolds Property, Reynolds will have access to the Reynolds Property for the purpose of performing reasonable tests, engineering studies, surveys, soil tests and other inspections, studies and tests on the Reynolds Property as Reynolds may deem necessary at its own expense, provided that Reynolds will promptly restore any damage caused by the exercise of such rights, and will indemnify County from any claim, loss or liability to the extent arising out of any entry by Reynolds onto the Reynolds Property prior to such closing. Access to any area currently leased or owned by the Edgefield Children's Center will need to be coordinated with the Center.

7. **Land Division.** Prior to closing, all necessary governmental approvals (without possibility of appeal), including, without limitation any necessary partition and/or subdivision approvals, shall be obtained to enable County to convey the McMenamain Property to Buyer, and the Reynolds Property to Reynolds, at closing in compliance with Oregon statutes regarding conveyance of legal parcels. Buyer will seek such approvals upon mutual execution of the McMenamain Purchase Agreement. Reynolds and County shall each reimburse Buyer for one-third (1/3rd) of the costs and expenses (including attorneys fees) incurred by Buyer to obtain such approvals. Buyer shall provide the Parties with a preliminary cost estimate and notice if costs significantly increase beyond the estimate during the course of the project.

8. **Street Vacation.** Following closing of the McMenamain Purchase Agreement and the Reynolds Purchase Agreement, the Parties will seek and use reasonable efforts to obtain all necessary governmental approval (without possibility of appeal) for a street vacation of the existing connector shown generally on the site map attached as Exhibit C. If the Parties do not obtain such approval within eighteen months of closing then the County will reimburse Buyer \$1,000,000 ("Buyer Reimbursement") and the County will reimburse Reynolds \$730,000 ("Reynolds Reimbursement") out of escrow described in Section 9. These reimbursements are

deemed to satisfy all claims that the Parties may have against each other with regarding to Street Vacation, provided that, each party acts in good faith in the Parties' attempt to vacate the street. The Parties shall be responsible for their own costs associated with Street Vacation.

9. **Street Vacation Reimbursement Escrow.** At closing, separate interest bearing escrow accounts shall be created for the Buyer Reimbursement and the Reynolds Reimbursement. In the event the street described in Section 8 is vacated (without possibility of appeal) then both escrow accounts shall be the property of the County. In the event the street is not vacated, the Buyer Reimbursement will be the property of Buyer and the Reynolds Reimbursement will be the property of Reynolds.

10. **Leaseback of Jail.** At closing of the sale of the McMenamain Property, Buyer would lease the jail located on the 9.03 acre portion of the McMenamain Property back to the County on terms and conditions acceptable to Buyer and County with an expiration date not later than June 30, 2006. The County shall bear all costs associated with the operation and maintenance of the jail during the lease term which shall be the sum total of the lease consideration that the County is required to pay relating to the lease.

11. **Delivery of Documents.** Upon execution of this MOU, County will provide to Buyer copies of all material environmental, wetlands and soils reports on the McMenamain Property in County's possession, if any, and to Reynolds copies of all material environmental, wetlands and soils reports on the Reynolds Property in County's possession, if any. ~~It is understood by the Parties that the reports the County is obligated to provide are those that the County materially uses in the administration of the property.~~

12. **Title Transfer.** At closing of the sale of the McMenamain Property, County will transfer title to the McMenamain Property to Buyer free and clear of liens and encumbrances except those acceptable to Buyer. At closing of the sale of the Reynolds Property, County will transfer title to the Reynolds Property to Reynolds free and clear of liens and encumbrances except those acceptable to Reynolds. Conveyances will be by bargain and sale deed.

13. **Closing.** Closing of the sale of the McMenamain Property shall take place on or before 30 days after the parcels comprising the McMenamain Property are ready to be conveyed in accordance with Section 7 above. Closing of the sale of the Reynolds Property shall take place on or before 30 days after the parcels comprising the Reynolds Property are ready to be conveyed in accordance with Section 7 above. The Parties agree to make best efforts to execute a Purchase and Sale Agreement not later than July 29, 2005 and to close the transaction not later than October 31, 2005.

14. **Possession.** County will deliver possession of the McMenamain Property to Buyer at closing of the sale of the McMenamain Property, subject to the lease for the jail described in Section 9 above. County will deliver possession of the Reynolds Property to Reynolds at closing of the sale of the Reynolds Property.

This MOU shall not constitute a formal and binding agreement. It merely states a framework upon which County and Buyer may consider negotiating and executing a binding Purchase Agreement between County and Buyer with respect to the McMenamain Property and upon which County and Reynolds may consider negotiating and executing a binding Purchase Agreement between County and Reynolds with respect to the Reynolds Property.

Neither County nor Buyer shall have any obligations to each other concerning the McMenamain Property unless and until a mutually agreeable Purchase Agreement is executed, and County and Buyer disclaim any and all obligations whatsoever, including, without limitation, the obligation to negotiate in good faith or to arrive at an agreement concerning the sale and purchase of the McMenamain Property, until a time, if ever, that County and Buyer execute a binding agreement.

Neither County nor Reynolds shall have any obligations to each other concerning the Reynolds Property unless and until a mutually agreeable Purchase Agreement is executed, and County and Reynolds disclaim any and all obligations whatsoever, including, without limitation, the obligation to negotiate in good faith or to arrive at an agreement concerning the sale and purchase of the Reynolds Property, until a time, if ever, that County and Reynolds execute a binding agreement.

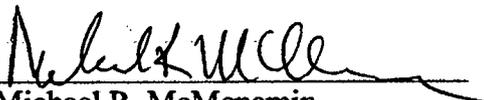
MULTNOMAH COUNTY

By: 
Name: DOUG BUTLER
Title: MULT. CO. FACILITIES Dir.
Date: 6-7-05

REYNOLDS SCHOOL DISTRICT

By: 
Name: CHARLES A. RHOADS
Title: DIRECTOR OF BUSINESS SERVICES
Date: 6/17/05

BUYER:

By: 
Michael R. McMenamain
Date: 6-24-05

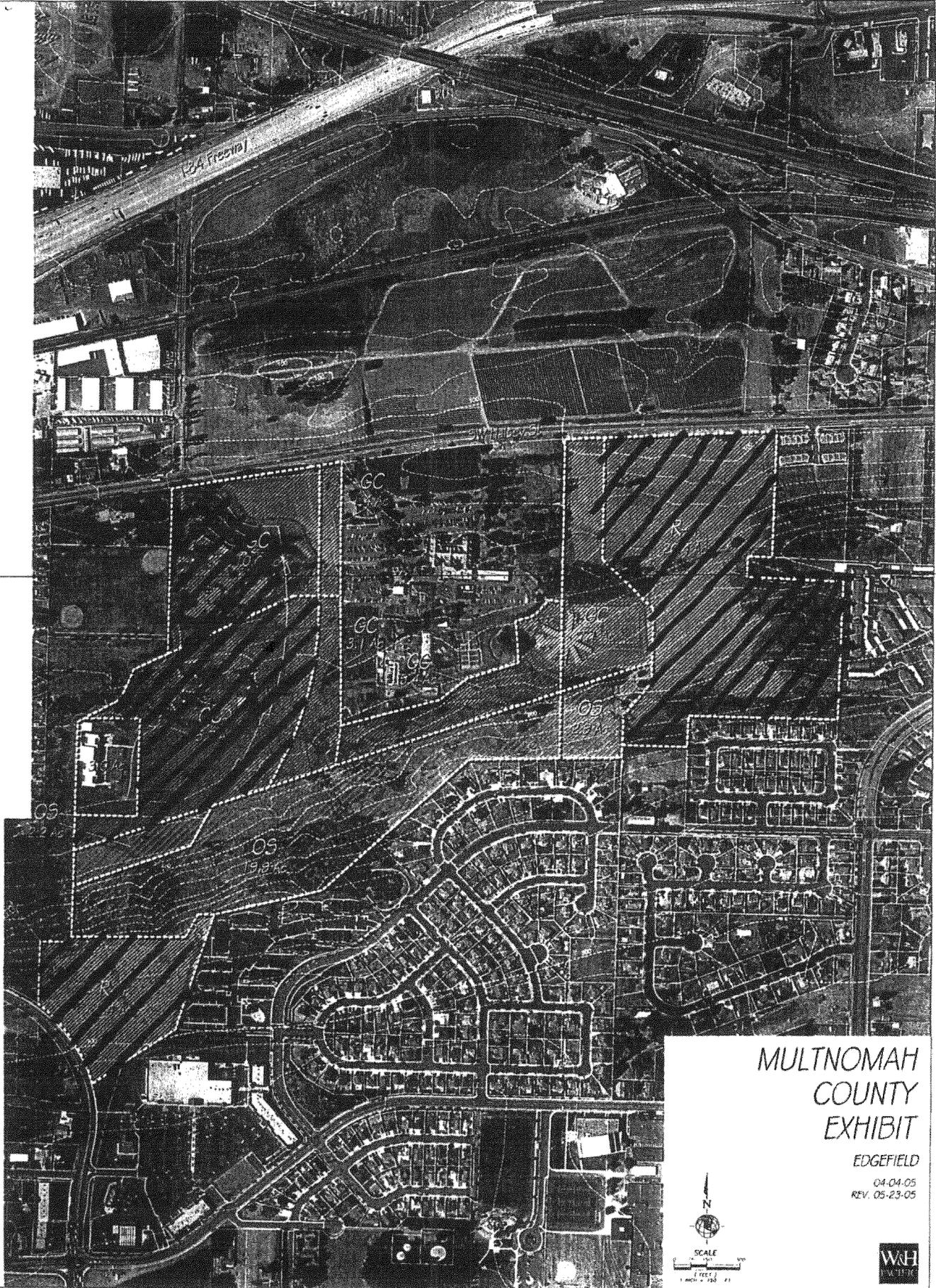


Exhibit B



**Memorandum of Understanding
Termination of Lease and Sale of Regional Children's Center Property**

The Children's Land Trust ("Trust") and Multnomah County ("County") issue this Memorandum of Understanding (MOU) concerning the termination of the existing land lease and sale of the Property at the Regional Children's Campus. The purpose of this MOU is to clarify the understanding of the parties so that an agreement can be approved on or before June 30, 2005 and the sale of the Edgefield Children's Center may be closed as soon as possible thereafter..

1. Recitals:

- a. The Property comprises the entire Regional Children's Campus and is defined as a portion of Tax Lot 407 consisting of parcels 1, 4, 5, 6, 7, 8 and 9 in the site plan developed by MCM Architects on March 9, 2005.
- b. The County has title to the Property.
- c. The Trust leased the property and improvements from the County in 1998 for the purpose of developing a regional campus for an array of children's services.
- d. The lease payments from the Trust described in Paragraph c. above are used to cover:
 1. The debt service for a \$3,155,000 bond issue the County sold to help the Trust finance the development of the campus. (Outstanding balance at June 30, 2005 is \$2,115,000).
 2. County owned property valued at \$458,230. (June 30, 2005 payoff is \$317,180).
- e. Simultaneously, the Trust raised more than \$2,500,000 in private funds to support the development of the campus.
- f. In May of 2001 the County loaned the Trust an additional \$277,857 for infrastructure improvements. (June 30, 2005 payoff is \$226,457)
- g. On February 21, 2005 Cushman & Wakefield Valuation Services appraised the Property on behalf of the Trust at \$5,100,000 and on April 18, 2005 PGP Valuation appraised the Property on behalf of the County at \$3,510,000. This difference in the appraisals is not easily reconcilable and points to the difficulty in valuing this unique property.
- h. In recent years, declining revenues to the tenant programs have led to a situation where the Trust is unable to stay current on its lease payments to the County.
- i. To remedy this situation, the Trust and the County have agreed that it is in their mutual best interests to terminate the existing land lease, sell the subject Property, and payoff the outstanding bond debt, land lease and infrastructure lease.
- j. The County has helped support the Regional Children's Center operation from its inception and wants to be supportive of its continued operation. The parties have agreed that all net proceeds from the sale of the property after obligations to the County have been satisfied will accrue to the Trust to assist in the continuing mission of providing critical services to children in the region.

2. Primary Deal Points

The Trust and the County agree to jointly pursue the sale of the Regional Children's Center Property with the following understandings:

- a. The existing land lease will remain in effect until a sale of the Property closes. This lease will be terminated simultaneously with the sale of the Property.
- b. The County will manage and negotiate the sale of the Property to best serve the interests, in its judgment, of both the Trust and the County.
- c. The County will work with the Trust's designated board members to ensure all parties are involved in the decisions made regarding the Property.

- d. The proceeds from the sale of the Property will be pledged, in priority order, to the following:
- i. Pay related sales and closing costs
 - ii. Pay off the outstanding County bond debt
 - iii. Pay off the outstanding lease obligations to the County
 - iv. The balance, if any, will accrue to the Trust in furtherance of its purposes in support of the region's children.
- e. The County will provide the Trust with advice dealing with conditional use or other relocation issues related to the programs on the existing campus.
- f. Simultaneous with the closing of the Property sale, the County will sell the Arata Creek School site to the Trust for the benefit of the Multnomah County Education Service District for the consideration of \$1.00, subject to the exceptions in Section 10.2 of the Lease.
- g. Provided that the County can negotiate a sales price for the Property of \$4,450,000 or greater, the Trust intends to fulfill its obligations in this Memorandum.

3. Closing

Closing is estimated to take place on September 1, 2005, or on a date mutually agreed to by the parties.

This Memorandum of Understanding is intended as a concept paper to discuss with our senior management and elected officials and is not binding on either party.



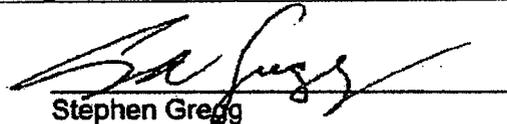
Dave Boyer
Chief Financial Officer
Multnomah County

Date: 7/5/05



Doug Butler
Facilities Director
Multnomah County

Date: 7/5/05



Stephen Gregg
Vice Chairman
Edgefield Children Center Land Trust Board

Date: 6/29/05



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 07-28-05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 07/28/05
Agenda Item #: R-6
Est. Start Time: 10:00 AM
Date Submitted: 07/05/05

BUDGET MODIFICATION: LIB - 01

**Budget Modification LIB-01 Appropriating \$810,050 of Revenues from The
Agenda Library Foundation to the Library Fund for Program and Collection
Title: Enhancements**

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

Date Requested: <u>July 28, 2005</u>	Time Requested: <u>5 minutes</u>
Department: <u>Library</u>	Division: <u>Various</u>
Contact(s): <u>Fun Martin</u>	
Phone: <u>503-988-3157</u> Ext. <u>83157</u> I/O Address: <u>317</u>	
Presenter(s): <u>Molly Raphael, Director of Libraries</u>	

General Information

1. What action are you requesting from the Board?

Request approval of an appropriation of \$810,050 to the Library Fund from The Library Foundation for program and collection enhancements for 2005-06.

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

The Library Foundation provides support raised from private donors, foundations, and corporations to enhance the programs and collections of Multnomah County Library. An annual appropriation is requested each year.

For 2005-06, the Library Foundation is supporting:

Raising A Reader - \$302,000

This early literacy program promotes reading aloud in the home. It is implemented through library partnerships with childcare centers, the Health Department, and other agencies serving children 0-5.

Children take home new books weekly and their parents, teachers, and caregivers receive information on early literacy skill development. Volunteer story time readers model good read aloud techniques and build excitement for books by providing monthly story times at partnering childcare centers. Funds 1.0 librarian.

Summer Reading - \$215,000

The Foundation's support enables Multnomah County Library to present a strong and increasingly popular Summer Reading program - over 46,000 babies, children and teens participated during the summer of 2004.

Books 2 U - \$101,050

This program impacts the reading habits of students in grades three through six in elementary and middle schools where 25% or more of the students are reading below grade level. Funds 1.0 library outreach specialist.

Everybody Reads 2006 - \$60,000

Everybody Reads is an annual community book reading project that brings people together to read and talk about a selected book title, with programs and events such as book discussions, lectures, film screenings and community forums. This will fund the 4th year of this event.

Library Collections - \$57,000

\$50,000 is provided for expanded children's book collections with \$7,000 for other miscellaneous collection needs.

Author/Illustrator Lectures - \$49,500

Funds three children/young adult author/illustrator lectures and related programs.

Director's Discretionary Fund - \$20,000

Gives the Library Director a discretionary fund for unforeseen needs and opportunities.

Read to the Dogs and other programs - \$5,500.

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

For the current year, the Library Fund increases by \$810,050 and the General Fund increases by \$2,736. Although The Library Foundation conducts ongoing fund-raising activities, most gifts are committed on an annual basis.

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

NA

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

The Library Foundation solicits private citizen support for Library programs and collections that benefit all residents of Multnomah County.

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why?
The Library Fund increases by \$810,050 and the General Fund Cash Transfer increases by \$2,736 for department indirect.
- What budgets are increased/decreased?
Outreach Services:
Children & Teen Services Coordination increases by \$49,500; Early Childhood Resources increases by \$302,000; Books 2 U increases by \$101,050.
Director's Office:
Adult & Family Programming increases by \$280,500; the Director's Office increases by \$20,000.
Support Services:
Library Book Budget increases by \$57,000.
- What do the changes accomplish?
Gifts from The Library Foundation enhance library programs, particularly in Youth Outreach Services. This allows for expanded outreach to those who might not otherwise be served by these programs.
- Do any personnel actions result from this budget modification? Explain.
The Foundation supports two Outreach Services positions on a year-to-year basis: 1.0 Library Outreach Specialist for Books 2 U and 1.0 Librarian for Early Childhood Resources.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
Indirect is covered by the Foundation funds. No amount is allocated for finance and human resources because we budgeted a flat rate in Support Services to cover the department's costs.
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?
The Library Foundation has an ongoing fund-raising commitment to enhance library programs and collections.
- If a grant, what period does the grant cover?
NA
- If a grant, when the grant expires, what are funding plans?
NA

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

ATTACHMENT B

BUDGET MODIFICATION: LIB - 01

Required Signatures

**Department/
Agency Director:**

Molly Raphael

Date: 07/01/05

Molly Raphael

Budget Analyst:

Matt Nice

Date: 07/11/05

Matt Nice

Department HR:

Leila Wrathall

Date: 07/01/05

Leila Wrathall

Countywide HR:

Date:

Budget Modification or Amendment ID: **06-LIB-BM-01****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 05-06

Line No.	Fund Center	Fund Code	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Cost Center	WBS Element						
1	80-00	1510				800000		60170	52,663	72,534	19,871	Professional Services
2	80-00	1510				800000		60350	3,200	3,329	129	Central Indirect 0.65%
3	80-00	1510				800000		60355	1,674	1,742	68	Department Indirect 0.34%
4									0			
5	80-00	1510				801100		60100	0	40,179	40,179	Temporary
6	80-00	1510				801100		60135	0	3,616	3,616	Non-Base Fringe
7	80-00	1510				801100		60145	0	1,205	1,205	Non-Base Insurance
8	80-00	1510				801100		60170	110,900	190,900	80,000	Professional Services
9	80-00	1510				801100		60180	21,000	52,000	31,000	Printing
10	80-00	1510				801100		60240	7,000	129,689	122,689	Supplies
11	80-00	1510				801100		60350	2,636	4,447	1,811	Central Indirect 0.65%
12	80-00	1510				801100		60355	1,379	2,327	948	Department Indirect 0.34%
13									0			
14	80-30	1510				803100		60245	6,200,000	6,256,632	56,632	Lib. Books & Materials
15	80-30	1510				803100		60350	40,300	40,668	368	Central Indirect 0.65%
16	80-30	1510				803100		60355	21,080	21,273	193	Department Indirect 0.34%
17									0			
18	80-40	1510				804110		60170	9,000	26,500	17,500	Professional Services
19	80-40	1510				804110		60180	8,000	26,000	18,000	Printing
20	80-40	1510				804110		60210	2,600	11,600	9,000	Rental
21	80-40	1510				804110		60240	20,500	25,180	4,680	Supplies
22	80-40	1510				804110		60350	1,772	2,092	320	Central Indirect 0.65%
23	80-40	1510				804110		60355	927	1,094	167	Department Indirect 0.34%
24	80-40	1510				804150		60000	151,615	199,807	48,192	Permenant
25	80-40	1510				804150		60130	46,349	61,081	14,732	Salary Related Expenses
26	80-40	1510				804150		60140	34,817	46,294	11,477	Insurance
27	80-40	1510				804150		60240	5,000	30,996	25,996	Supplies
28	80-40	1510				804150		60350	2,046	2,699	653	Central Indirect 0.65%
29	80-40	1510				804150		60355	1,070	1,411	341	Department Indirect 0.34%
										509,766	509,766	Total - Page 1
										0	0	GRAND TOTAL

Budget Modification or Amendment ID: **06-LIB-BM-01**

EXPENDITURES & REVENUES

Budget/Fiscal Year: 05-06

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

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
30	80-40	1510			804170		60000	249,166	302,015	52,849		Permenant
31	80-40	1510			804170		60130	76,170	92,326	16,156		Salary Related Expenses
32	80-40	1510			804170		60140	62,247	73,980	11,733		Insurance
33	80-40	1510			804170		60170	61,500	105,500	44,000		Professional Services
34	80-40	1510			804170		60240	63,500	238,812	175,312		Supplies
35	80-40	1510			804170		60350	3,488	5,438	1,950		Central Indirect 0.65%
36	80-40	1510			804170		60355	1,825	2,845	1,020	303,020	Department Indirect 0.34%
37									0			
38	80-00	1510			800000		50210	(600,000)	(1,410,050)	(810,050)		OP-Non Governmental Prog.
39	80-00	1510			800000		50370	(130,274)	(133,010)	(2,736)	(812,786)	Department Indirect Revenues
40									0			
41									0			
42									0			
43									0			
44									0			
45									0			
46									0			
47									0			
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56									0			
57									0			
58									0			
										(509,766)	(509,766)	Total - Page 2
										0	0	GRAND TOTAL

ANNUALIZED PERSONNEL CHANGE

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

					ANNUALIZED				
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1510	7223	61728	Library Outreach Spec-Shorr	709658	1.00	48,192	14,732	11,477	74,401
1510	7222	61730	Librarian-Colburn	709818	1.00	52,849	16,156	11,733	80,738
									0
									0
									0
									0
									0
									0
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									0
									0
TOTAL ANNUALIZED CHANGES					2.00	101,041	30,888	23,209	155,138

CURRENT YEAR PERSONNEL DOLLAR CHANGE

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

					CURRENT YEAR				
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1510	7223	61728	Library Outreach Spec-Shorr	709658	1.00	48,192	14,732	11,477	74,401
1510	7222	61730	Librarian-Colburn	709818	1.00	52,849	16,156	11,733	80,738
									0
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TOTAL CURRENT FY CHANGES					2.00	101,041	30,888	23,209	155,138



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 07-28-05
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only

Meeting Date: 07/28/05
Agenda Item #: R-7
Est. Start Time: 10:05 AM
Date Submitted: 07/11/05

BUDGET MODIFICATION:

Agenda Title: **NOTICE OF INTENT to Apply for a Library Services and Technology Act (LSTA) Grant from the Oregon State Library for "Deepening Staff Impact: Every Child Ready to Read @ Your Library"**

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

Date Requested:	<u>July 28, 2005</u>	Time Requested:	<u>5 minutes</u>
Department:	<u>Library</u>	Division:	<u>Outreach Services</u>
Contact(s):	<u>Becky Cobb</u>		
Phone:	<u>503-988-5499</u>	Ext.	<u>85499</u>
Presenter(s):	<u>Renea Arnold, Early Childhood Resources</u>		
I/O Address:	<u>317</u>		

General Information

1. What action are you requesting from the Board?

Request approval to apply for an LSTA grant through the Oregon State Library for a staff training project: "Deepening Staff Impact: Every Child Ready to Read @ Your Library".

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

Research in the field of emergent literacy indicates that parents are the best "teachers" to get their children ready to learn to read. Young children's emergent literacy skills—what they know about reading and writing before they can actually read or write—serve as the building blocks for their later efforts. Children learn these skills before they start school, beginning in infancy. Public libraries have an important role to play in emergent literacy development. In story time programs, library staff assumes responsibility for helping parents/caregivers understand their key role with their children in early literacy development. At appropriate times in the story time program, library staff inserts early literacy messages to parents that share specific techniques to foster early literacy development. This information encourages them to take an active role in their children's

development, while promoting the library staff as having the knowledge and expertise to help them have their children ready to learn to read when it's time for school. However, library staff need training in order to understand the latest research and to become comfortable when applying this latest research to their story time programs for early-talkers (birth to two year olds), talkers (two and three year olds), and pre-readers (four and five year olds). With only a handful of certified library trainers available nationwide, a cost-effective way must be found to address this crucial training need. This proposed grant project will address the continuing education that is needed at all levels of library staff in public libraries to help them improve their skills, become an acknowledged valuable partner in their community, enhance services to children and their parents/caregivers, and achieve quality library services that are based on current reading research. The goal of "Deepening Staff Impact" is to create a cost-effective media solution that can teach library staff to incorporate evidence-based emergent literacy research when communicating with parents/caregivers in story time programs.

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

This is a one-year grant project with a total budget of \$46,469.

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

None

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

None

ATTACHMENT A

Grant Application/Notice of Intent

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

- Who is the granting agency?
The Oregon State Library is the granting agency.
- Specify grant (matching, reporting and other) requirements and goals.
Local matching support for grant projects funded from LSTA sources is not required by federal or state regulations. However, cash and/or in-kind support is expected as evidence of local commitment to the project objectives. Quarterly progress reports are required, with a full report at the end of the project.
- Explain grant funding detail – is this a one time only or long term commitment?
This is a one-year project. The total budget is \$46,469, with \$11,061 local cash support, \$5,868 local in-kind (personnel), and \$29,540 requested in LSTA funds.
- What are the estimated filing timelines?
The full grant proposal is due August 12, 2005.
- If a grant, what period does the grant cover?
This grant will begin February 1, 2006 and end on January 31, 2007.
- When the grant expires, what are funding plans?
This is a one year project so future funding will not be required.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?
Indirect charges will be covered by the LSTA funds.

ATTACHMENT B

Required Signatures

**Department/
Agency Director:**

Molly Raphael

Date: 07/01/05

Budget Analyst:

Martin

Date: 07/11/05

Department HR:

Lula Strathairn

Date: 07/01/05

Countywide HR:

Date:



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: 07/28/05
Agenda Item #: B-1
Est. Start Time: 10:10 AM
Date Submitted: 06/17/05

BUDGET MODIFICATION: -

Agenda Title: **Board Briefing – Overview of Adult Mental Health and Addiction Services**
Title: **Division [Rescheduled from July 19, 2005]**

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

Date Requested:	<u>July 28, 2005</u>	Time Requested:	<u>1 hr</u>
Department:	<u>Department of County Human Services</u>	Division:	<u>Mental Health and Addiction Services</u>
Contact(s):	<u>Chris Murphy</u>		
Phone:	<u>503 988-3691</u>	Ext.	<u>22458</u>
	I/O Address: <u>B167/1/520</u>		
Presenter(s):	<u>Patricia K. Pate, Nancy Winters, Kathy Shumate, David Hidalgo, Patrick Payton, Ray Hudson, John Pearson and Joan Rice</u>		

General Information

1. What action are you requesting from the Board?

Informational briefing update only, based on the Board of County Commissioners' request.

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

This briefing is an overview of the adult programs within the Mental Health and Addiction Services Division (MHASD), upcoming changes, significant accomplishments and the way in which data is used to measure the performance of these programs.

Several years ago, Multnomah County community partners and advocacy organizations completed a comprehensive review of its adult mental health system, making recommendations for improvement in all areas of service delivery. Now the Mental Health and Addiction Services Division is making improvements to ensure the system's payment model is financially stable.

This briefing will also address its addiction services, highlighting the goals of treatment, dignity and

long-term well-being. Additional aspects of the adult system will be reviewed, including accomplishments specific to the Call Center and Involuntary Commitment Programs.

All of the system changes, in all program areas, will be designed to deliver measurable improvements in the lives of those who suffer from mental illness or addiction.

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

The requirements of the Federal Balanced Budget Act of 1997 are being taken into account as MHASD works to improve its payment models.

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.

The community providers have been asked to participate in discussions about potential payment models so that they are well aware of the issues involved and have a meaningful role in any system redesign. A number of meetings have already occurred, and more are planned with both the adult and child treatment providers as well as community stakeholders and consumers.

The Adult Mental Health and Substance Abuse Advisory committee (AMHSA) has been kept informed of all planned improvements to MHASD programs.

Required Signatures

**Department/
Agency Director:**



Date: 06/01/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date:

Multnomah County Department of County Human Services Board Briefing

Overview of Adult Mental Health and Addiction Services Division

July 28, 2005

- Introductions, Agenda Overview
- Adult Mental Health System
 - ❖ Adult System Improvements
 - Clinical Model Overview
 - Business Model Overview
 - Adult System RFPQ
 - ❖ State Hospital Wait List
- Addiction Services System
 - ❖ Methamphetamine Update
 - ❖ Housing – 10 Year Plan to End Homelessness
 - ❖ Methadone
- Quality Management
 - ❖ Dashboard
- Questions, Wrap Up



**Multnomah County MHASD
Technical Briefing
Systems Implementation
June 2005**

Mental Health and Addiction Services Division

Key Mental Health Milestones

1. *2001* Adult System Redesign, Phase 1, address the Acute Care Crisis
2. *2002* Primary Provider Contracts go into effect
3. *2002* Child and Family System of Care Workgroup's recommendations for Children's Mental Health Redesign
4. *2003* Senate Bill 267 mandates Evidenced Based Practices (EBP)
5. *2003* Federal Balanced Budget Act (BBA) of 1997 goes into effect
6. *2003 – 2004* The Children's Intensive Treatment Services (ITS) system is redesigned with responsibility shifting to the MHO's on October 1, 2005
7. *2003 – 2004* "Aging" of the Primary Provider Contracts
8. *2004 – 2005* Children's Service Procurements
9. *2004 – 2005* Development of the next phase of the Adult System of Care including Adult Service Procurements
10. *2004 – 2005* Development of an Integrated Business Model to support the Children and Adult Services

Technical Briefing: 4 "Chapters"

- A. Oregon Senate Bill 267
- B. Balanced Budget Act of 1997
- C. Primary Provider Contracts Analysis
- D. Adult/Child Integrated Business Model

A. Oregon Senate Bill 267

- ◆ The Legislature has established requirements for implementing Evidence-Based Practice (EBP) in all state programs that provide mental health services.
- ◆ The legislation requires:
 - Baseline evaluation of the system by September 2004
 - Allocation of a minimum percentage of resources:
 - ◆ 25% to EBPs for biennium beginning July 2005,
 - ◆ 50% for biennium beginning July 2007, and
 - ◆ 75% for biennium beginning July 2009

B. Balanced Budget Act Overview

In August 2003, the *Final Rules for Medicaid Managed Care*, contained in the Balanced Budget Act (BBA) of 1997 went into effect. This new "rulebook" changes how states with Medicaid Behavioral Health Managed Care Waivers are paid for services and manage their programs.

B. Before the Balanced Budget Act

◆ The "Old Rules"

- Under managed care, there is added flexibility to give clients what they need, even if it doesn't fit into a defined service code.
- Cost savings from the Medicaid managed care plan can be used to provide additional mental health services; we don't have to worry about giving money back if we don't spend it.
- Recording and tracking every unit of services is not as important because we're not being paid fee for service.
- We should be focusing more on managing to client outcomes than managing our unit cost and productivity levels.

B. BBA Actuarial Soundness

- ◆ The Final Rules include a very important change in the Federal financing of Medicaid managed care programs - the repeal of the Upper Payment Limit (UPL).
- ◆ The UPL has been replaced with the requirement for States to set Actuarially Sound Capitation Rates.

B. BBA Actuarially Sound Rates

- ◆ The New Math – Medicaid Rates are based on:
 - Counting the historical services that have been reported,
 - Multiplying them by a rate for each service, and
 - Adding/subtracting adjustments for inflation and expected changes in utilization
- ◆ Rates must be based **only** on Medicaid services
 - If a provider provides services outside the state plan and they're not one of the approved 1915(b)3 *alternative service*, they won't be counted
- ◆ Rates must **only** pay for services to Medicaid beneficiaries
 - If a plan uses any savings to serve persons who have lost their Medicaid coverage or are otherwise ineligible, those services won't be counted (and they will be subject to recoupment in an audit)

B. BBA Impact of Actuarial Soundness

- ◆ A number of States have managed mental health care systems where Medicaid Health Plans have passed a portion of their capitated risk down to providers in the form of case rates or sub-capitation payments with the expectation that:
 - Providers must meet the needs of the clients/populations for which they are responsible.
 - Providers are at risk for excess penetration, utilization and cost under sub-capitation.
 - Providers can reap the "reward" if savings were achieved.

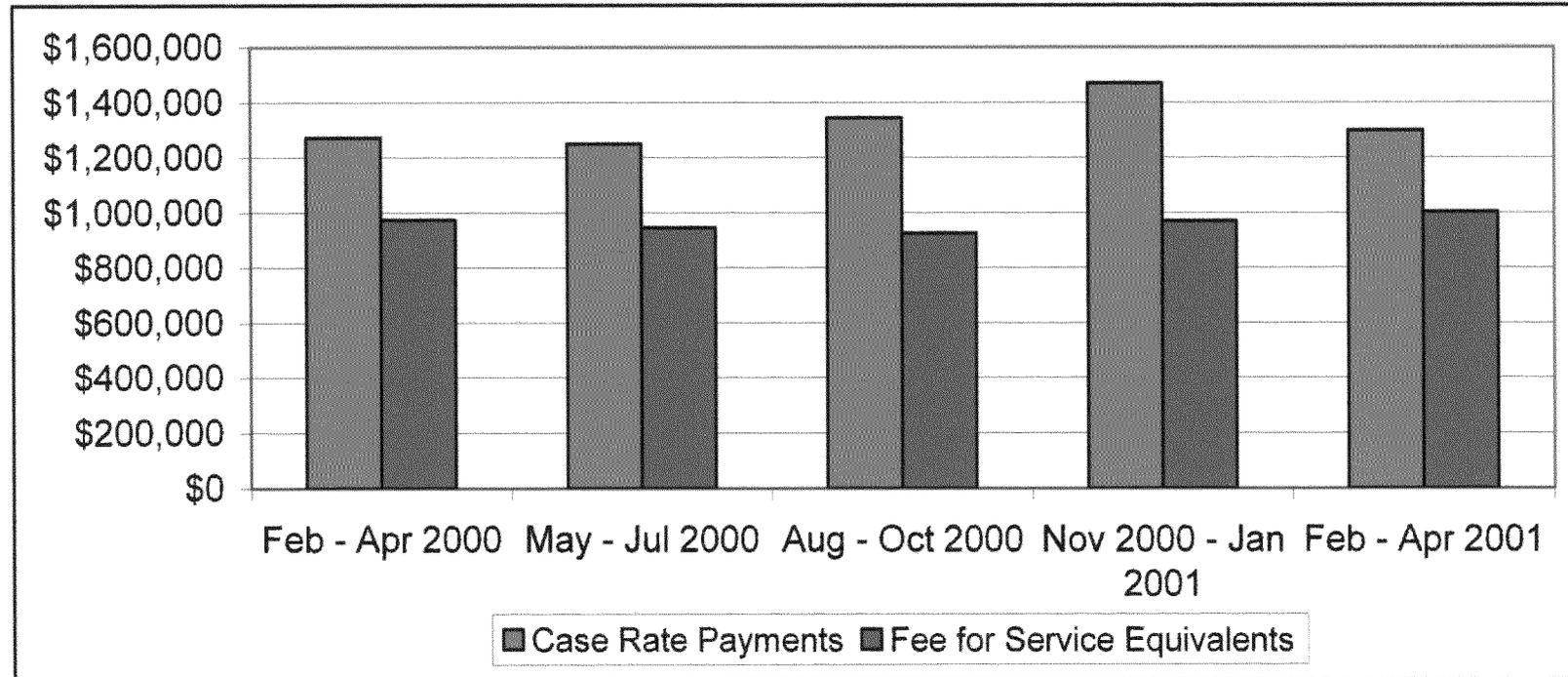
- ◆ These reimbursement methods ***inadvertently broke the link between recording/submitting services and being paid.*** As a result, there was a drop in reported services coupled with an inability to determine how much of the problem was due to decreased clinical effort, and how much to recording problems.

B. BBA Impact of Actuarial Soundness

PHP XYZ

Case Rate Data Analysis: February 2000 - April 2001

	Feb - Apr 2000	May - Jul 2000	Aug - Oct 2000	Nov 2000 - Jan 2001	Feb - Apr 2001	Grand Total
Case Rate Payments	\$1,273,857	\$1,251,839	\$1,342,893	\$1,470,159	\$1,299,461	\$6,638,208
Fee for Service Equivalents	\$973,714	\$946,470	\$925,354	\$970,407	\$1,003,232	\$4,819,177
Payments Over(Under) FFS	\$300,143	\$305,369	\$417,539	\$499,752	\$296,229	\$1,819,031
Over (Under) %	31%	32%	45%	51%	30%	38%



B. BBA Back to "Fee for Service"

- ◆ Under a system that uses actuarial approaches to set capitation rates, if a service has not been properly recorded at the provider agency, accurately transmitted to the Mental Health Organization (MHO), and then submitted and accepted by the State Mental Health Department's data system, the service "did not occur". Regardless of the payment methods used by states to pay plans, and plans to pay providers, we have moved to what is essentially a fee for service system.

C. Primary Provider Contracts Overview

◆ When the Primary Provider Contract system was designed we knew that it had a limited lifespan. As the system aged the percentage of assigned clients no longer in care would increase. This created a situation where monthly Primary Provider payments per client and per service hour would vary from agency to agency in increasing magnitude.

◆ A second concern is the actuarially-based rate setting process, which determines the OHP capitation rates based on counting services. In many MHOs, including Multnomah, the provider payment model is not in sync with this process.

C. Primary Provider Contracts

- ◆ We have analyzed the January 1 – December 31, 2003 Primary Authorization Data
 - Sorted by Youth and Adults
 - Sorted by Agency
- ◆ To look at a key metric:
 - Average payment per “Clinician Service Hour”

C. Primary Authorization Analysis

Verity MHO Primary Authorization Analysis, January 1 - December 31, 2003

	Albertina				Lutheran	Morrison			Tualatin	
	Kerr	Cascadia	DePaul	InAct	Family	Center	OHSU	Trillium	Valley	Total
Youth (Ages 0-18)										
Primary Authorizations Open	97	1,378	66	1	38	3,523	87	537	409	6,136
Active Clients	69	542	51	1	8	2,244	51	337	242	3,545
Clinician Hours	1,519	4,014	690	3	40	25,506	375	4,020	994	37,160
Clinician per Active Client	22.0	7.4	13.5	2.9	4.9	11.4	7.3	11.9	4.1	10.5
Primary Authorization Payments	\$83,226	\$1,389,782	\$27,309	\$304	\$35,390	\$3,405,066	\$99,271	\$580,843	\$313,363	\$5,934,555
Average Payment per Clinician Hour	\$54.77	\$346.27	\$39.58	\$104.32	\$895.94	\$133.50	\$264.96	\$144.47	\$315.33	\$159.70

Adults (Ages 19+)

Primary Authorizations Open	1	9,563	87	128	285	20	1,370	1	1,257	12,712
Active Clients	-	4,431	77	35	107	3	998	-	592	6,243
Clinician Hours	62	94,219	236	115	589	1	12,292	-	6,077	113,590
Clinician per Active Client		21.3	3.1	3.3	5.5	0.2	12.3	-	10.3	18.2
Primary Authorization Payments	\$0	\$6,754,220	\$7,807	\$47,731	\$152,638	\$7,054	\$1,305,961	\$0	\$687,574	\$8,962,985
Average Payment per Clinician Hour	\$0.00	\$71.69	\$33.05	\$414.75	\$259.29	\$14,107.22	\$106.25	\$0.00	\$113.14	\$78.91

Youth and Adults

Active Clients	69	4,973	128	36	115	2,247	1,049	337	834	9,788
Average Payment per Clinician Hour	\$52.62	\$82.91	\$37.91	\$407.08	\$299.33	\$133.78	\$110.94	\$144.47	\$141.55	\$98.82

C. Key Findings from County and Stakeholder Meetings

- ◆ As the financing system "aged" a weak correlation arose between "effort expended" and reimbursement
- ◆ The Primary Provider Contract's reimbursement model is not in sync with the Federal and State reimbursement model
- ◆ The Primary Provider Contract's reimbursement model has outlived its usefulness and should be replaced in a timely manner

D. Adult/Child Integrated Business Model:

1. Demand-Based Contracting

- ◆ The County will enter into contracts with community-based providers to purchase the type and quantity of services projected in the planning process. This will be done through an RFPQ process, with the goal of "funding following the client".
- ◆ The County will also have mechanisms in place to purchase additional services from contracted providers or out-of-network providers, should the demand exceed the projections.

D. Adult/Child Integrated Business Model: 2. Medicaid and Indigent Clients

- ◆ A single business model will be created that addresses two funding categories: clients with Oregon Health Plan coverage and clients requiring mental healthcare that meet the County's low-income and clinical eligibility guidelines.
- ◆ Multnomah County will separately track services and funding for these two funding categories. Services for indigent clients will be provided up to the level of available funding.
- ◆ As system planning proceeds, the County will identify the access and service restrictions that will be necessary to ensure that indigent resources are prioritized for the clients with the greatest need.

D. Adult/Child Integrated Business Model:

3. Annual Agency Caps

- ◆ The procurement process will result in annual dollar caps for each contracted agency, again based on the demand projections.
- ◆ These caps will be monitored on a regular basis and quarterly or semi-annual adjustments will be considered based on client choice (where are clients actually going for care), case mix shifts, and changes in revenue flow.
- ◆ Providers will be able to bill up to their Annual Cap, which will be translated into Monthly and Year-to-Date Caps.

D. Adult/Child Integrated Business Model:

4. Level of Care Authorizations

- ◆ The Level of Care System will define the ranges of service that will generally be available for clients.
- ◆ In most cases, assigning a client to a given Level of Care based on the LOCUS Assessment Tool for adults and the CASII for youth, will result in a client being authorized for a package of services up to the top of the range for that Level of Care.
- ◆ The current intent is to use "soft caps" for level of care utilization management.
- ◆ Concurrent review will be done by the County to ensure that a high degree of inter-rater reliability exists between the provider staff that are assessing clients and the County utilization management staff.

D. Adult/Child Integrated Business Model: 5. Reimbursement Methods

- ◆ The new model is for the Funds to Follow the Client
- ◆ In most instances the County will pay providers on a Modified Fee for Service basis for outpatient and community-based services.
- ◆ Providers will be paid for all services provided to clients with an open authorization as long as the provider has not exceeded their Year-to-Date billing cap.
- ◆ Services for a specific client that exceed the level of care range will be paid, but monitoring will occur to ensure that the averages for a given level within a given agency are within the range.

D. Adult/Child Integrated Business Model: 6. Performance Contracting

- ◆ Performance-Based Contracts will be implemented for the Adult System of Care.
- ◆ A set of Performance Measures will be identified during the pre-contracting process and become part of system.
- ◆ Pay for Performance related to Evidence-Based Practices are currently under consideration.

D. Adult/Child Integrated Business Model:

7. Risk Management Plan

- ◆ A risk management plan is being developed and will be built into the system design that addresses the following:
 - What potential risk-based problems could occur (e.g. more clients present for care than was projected)?
 - What financial strategies can be developed to address the identified risks?
 - What utilization management strategies can be developed to address the identified risks?
 - What early warning system will be put in place to identify potential risks before they become crises?

D. Adult/Child Integrated Business Model:

8. Data Quality and TPAs

- ◆ Multnomah County's current data processing systems are not capable of managing a modified fee for service environment.
- ◆ The systems have, for all intents and purposes, reached the end of their lifespan and are not capable of supporting the current business model.
- ◆ Hundred of hours per month are being spend addressing workarounds for the encounter and claims systems and we have been running several months behind.
- ◆ Running a claims processing shop is a mission critical function that is not a core competency of the county.
- ◆ While county staff have been spending hundreds of hours band-aiding the current systems they have not been able to do the "real work" of running a health plan – developing reports, analyzing data, initiating performance improvement projects, and moving the system to the next level.

D. Adult/Child Integrated Business Model: Data Quality and TPAs

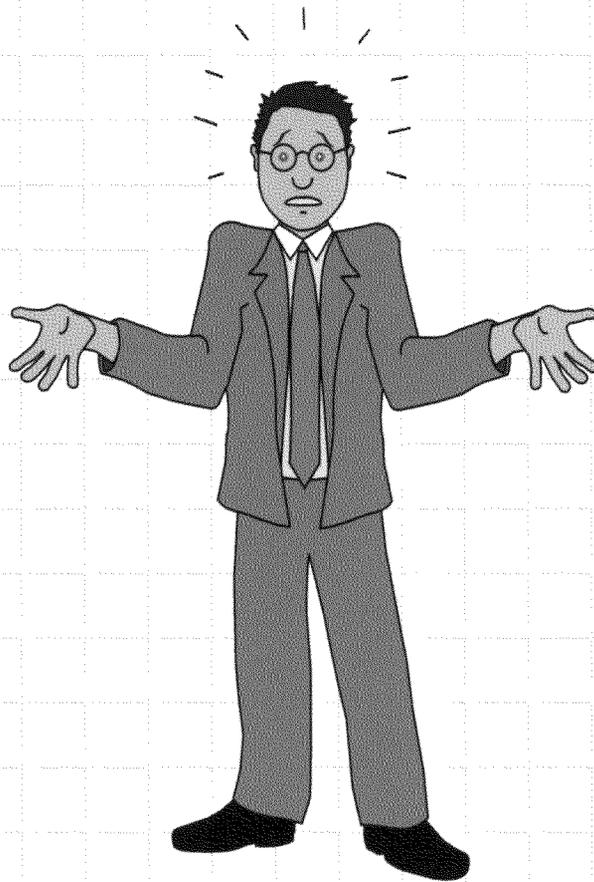
- ◆ MHASD is pursuing the procurement of a Third Party Administrator to assist in the management of the new child and adult systems.
- ◆ The TPA will participate in three implementation phases:
 - **Phase 1:** July – September 30, 2005. The first phase will occur prior to commencement of data management and benefits administration activities. It shall include the software system design and configuration, acceptance testing, required data conversion, providing assistance with development of new administrative procedures to be incorporated into the Provider Manual, claims or authorization forms, educational materials specifically tailored to Verity Integrated Behavioral Healthcare Services MHO procedures, and a parallel set of material for the County's Indigent mental health program. The contractor shall be responsible for scheduling and conducting training for all Multnomah County providers relative to the data management and benefits administration activities.

D. Adult/Child Integrated Business Model: Data Quality and TPAs

◆ Three TPA implementation phases, continued:

- **Phase 2:** October 1, 2005 – June 2006. The second phase will include a transition period when the County will continue to pay providers monthly payments, using a formula that phases in a fee-for-service reimbursement for mental health services. This formula will be based on ramping down the previous payment mechanism and ramping up to Phase 3, when mental health providers will be paid on a fee-for-service by the TPA. During the period the TPA shall be responsible for all of the activities in the Scope of Services section except Claims Payment related work.
- **Phase 3:** July 2006 and beyond. The third phase will consist of implementing the fee-for-service payments for mental health and addiction services and continuing all Phase 2 activities. The addiction services transition may or may not include a six month transition phase.

Questions and Answers



Multnomah County DCCHS
 Mental Health and Addiction Services Division
 Adult System of Care:
 Outpatient Services

LOCUS	Treatment Readiness Services		Treatment Recovery Services		Recovery Support and Maintenance	
	Current	Future	Current	Future	Current	Future
4	Intake Assessment	Front Porch Concept	Individual and Group Therapy	Cognitive Behavioral Therapy, Illness Management and Recovery, Family Therapy		Community Integration
		Plan B Type Program	Integrated Treatment	Integrated Dual Diagnosis Treatment		Family/Parenting Skills Training
3		Culturally Specific Treatment	Modified Dialectical Behavior Therapy	Dialectical Behavior Therapy	Medication Management	Med Map
		Crisis Services		Short-term Intensive Case Management	PCP Coordination	PCP Coordination
2				Other researched Evidence Based Practices		Wraparound Services
				Parenting Skills		Culturally Specific Treatment
1				Wraparound Services		Crisis Services
				Culturally Specific Treatment		
				Crisis Services		

Multnomah County DCBS
Mental Health and Addiction Services Division
Adult System of Care:
Severely Mentally Ill

LOCUS	Treatment Readiness Services		Treatment Recovery Services		Recovery Support & Maintenance	
	Now	Future	Now	Future	Now	Future
4		Family Psychoeducation	Case Management	Strengths Based Case Management	Daily Structure and Support (DSS)	Supported Employment / Education Community Integration
	3	Plan B	Plan B	Medication Management	Med Map	12-Step
2	Intake	Front Porch Concept	Integrated Treatment	Integrated Dual Disorder Treatment (IDDT)	Peer DSS	Family Psychoeducation
	1	Peer DSS	Peer Treatment Readiness	Psychoeducation	Illness Management and Recovery (IMR)	Case Management / DSS
		Housing First	Case Management / DSS	Supported Housing		PCP Consultation / Coordination
		PCP Consultation / Coordination	CORE	Assertive Community Treatment		Culturally Specific Treatment
		Culturally Specific Treatment		PCP Consultation / Coordination		Crisis Services
		Crisis Services		Culturally Specific Treatment		
				Crisis Services		

Multnomah County DCHS
Mental Health and Addiction Services Division
Adult System of Care:
Crisis Services

- ❖ Call Center: Agency 24 hour on-call
- ❖ Crisis Response: During Business Hours
- ❖ Wraparound: Home-based, Outreach
- ❖ Hospital Coordination: On-site
- ❖ Crisis Alerts

MHASD Adult System of Care: Crisis Services

- ❖ Call Center: Agency 24 hour on-call
- ❖ Crisis Response: During Business Hours
- ❖ Wraparound: Home-based, Outreach
- ❖ Hospital Coordination: On-site
- ❖ Crisis Alerts

MHASD Adult System of Care: Severely Mentally Ill

LOCUS	Treatment Readiness Services		Treatment Recovery Services		Recovery Support & Maintenance	
	Now	Future	Now	Future	Now	Future
4		Family Psychoeducation	Case Management	Strengths Based Case Management	Daily Structure and Support (DSS)	Supported Employment / Education Community Integration
	3	Plan B	Plan B	Medication Management	Med Map	12-Step
2		Intake	Front Porch Concept	Integrated Treatment	Integrated Dual Disorder Treatment (IDDT)	Peer DSS Peer Mentorship Program
	1	Peer DSS	Peer Treatment Readiness	Psychoeducation	Illness Management and Recovery (IMR)	Case Management / DSS Supported Housing
			Housing First	Case Management / DSS	Supported Housing	PCP Consultation / Coordination
			PCP Consultation / Coordination	CORE	Assertive Community Treatment	Culturally Specific Treatment
			Culturally Specific Treatment		PCP Consultation / Coordination	Crisis Services
			Crisis Services		Culturally Specific Treatment	
					Crisis Services	

MHASD Adult System of Care: Outpatient Services

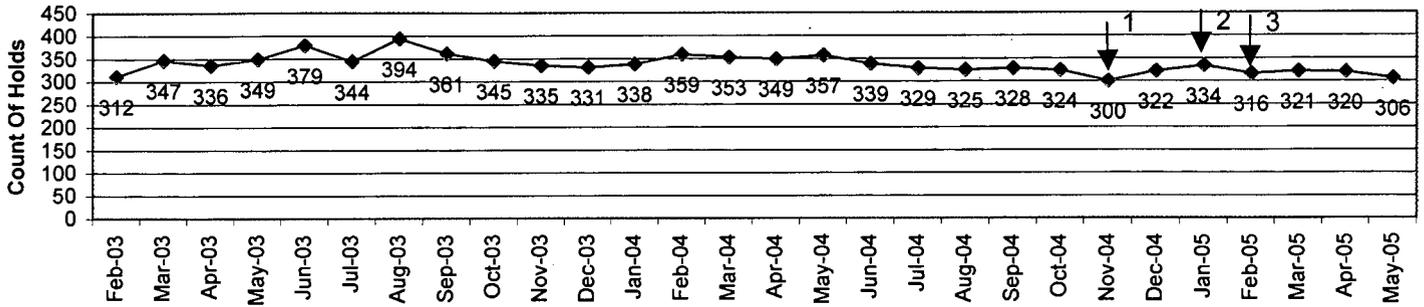
LOCUS	Treatment Readiness Services		Treatment Recovery Services		Recovery Support and Maintenance	
	Current	Future	Current	Future	Current	Future
4	Intake Assessment	Front Porch Concept	Individual and Group Therapy	Cognitive Behavioral Therapy, Illness Management and Recovery, Family Therapy		Community Integration
		Plan B Type Program	Integrated Treatment	Integrated Dual Diagnosis Treatment		Family/Parenting Skills Training
3		Culturally Specific Treatment	Modified Dialectical Behavior Therapy	Dialectical Behavior Therapy	Medication Management	Med Map
		Crisis Services		Short-term Intensive Case Management	PCP Coordination	PCP Coordination
2				Other researched Evidence Based Practices		Wraparound Services
				Parenting Skills		Culturally Specific Treatment
1				Wraparound Services		Crisis Services
				Culturally Specific Treatment		
				Crisis Services		

Multnomah County Commitment Services

Investigated Clients From February 2003 Through May 2005 (Report Date: 07/14/2005)

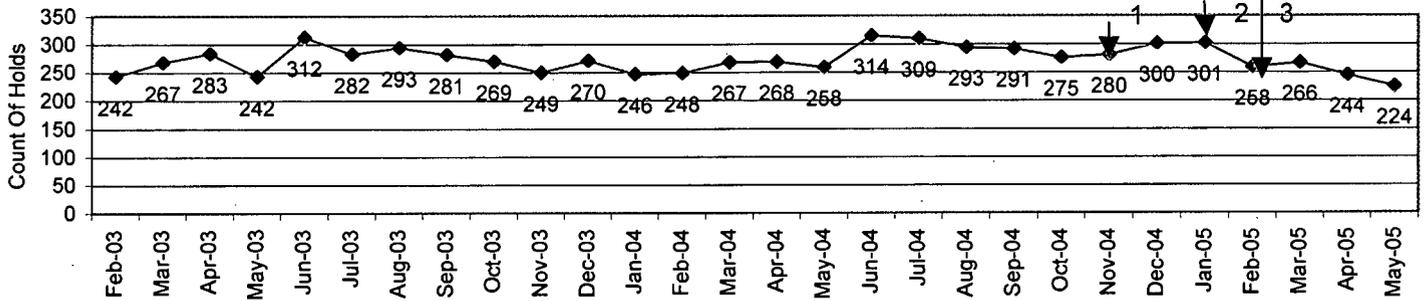
What is the total volume of all E-Holds of all counties investigated for ICP?

(Data taken from Paradox and months sorted by Hold Date)



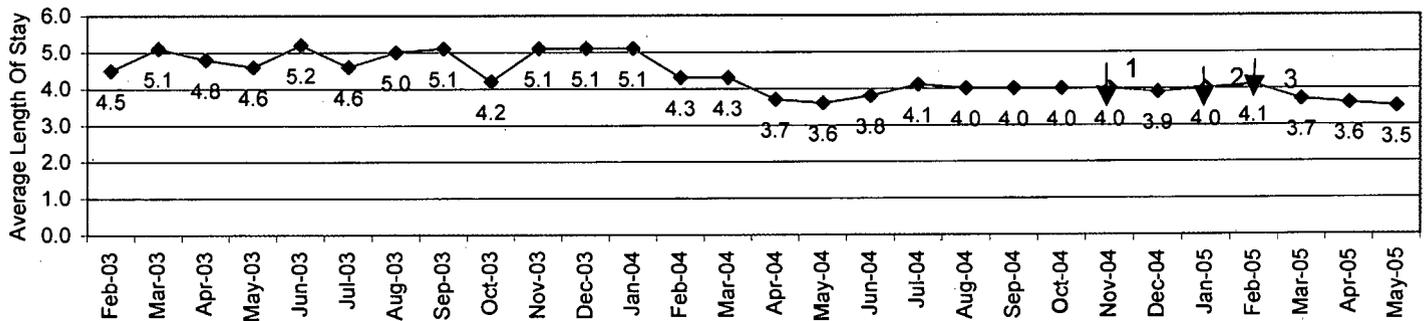
What is the total volume of E-Holds investigated for Multnomah County and transient patients?

(Data From PCSIS: Hold Date To End Date. Months sorted by End Date Of Hold)



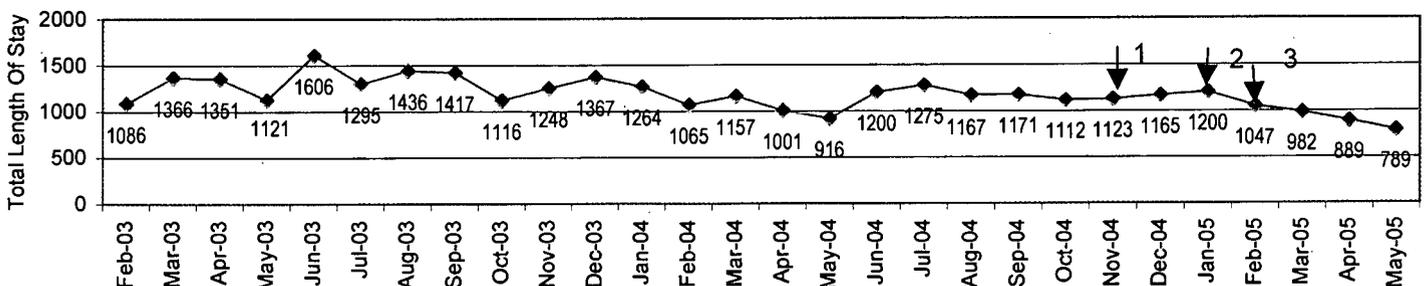
What is the average length of stay for Multnomah County and transient patients?

(Data From PCSIS: Hold Date To End Date. Months sorted by End Date Of Hold)



What is the total of actual inpatient days for Multnomah County and transient patients?

(Data From PCSIS: Hold Date To End Date. Months sorted by End Date Of Hold)



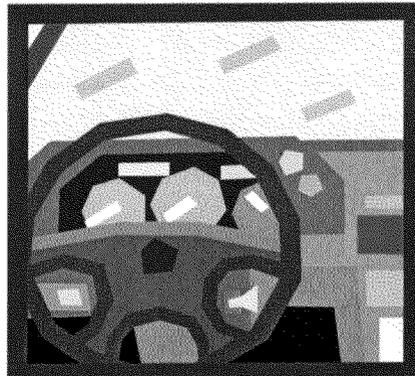
1= first on-call investigator, 2= second on-call investigator, 3= Project Respond ED team started



**MULTNOMAH
COUNTY**

Department of County Human Services
Mental Health and Addiction Services Division

PERFORMANCE DASHBOARD



July 2005

Prepared by:

MHASD Quality Management Program
Contact: Joan Rice, Director of MHASD Quality Management
503-988-5464 ext. 29597

MHASD Performance Measure Dashboard

OHP VERITY MENTAL HEALTH ORGANIZATION MEASURES

Category	FY 03	FY 04	FY 05 YTD Jul 04 - Mar 05	Latest Measure Month Mar 05	Rating	Comments
CLINICAL						
Total Member Months	825,441	683,312	598,807	66,139	NR	Adult member months have fluctuated between 75% and 88% of FY 03 levels in Aug 04 after mental health benefits were returned to OHP standard adults.
Hospital Total Discharges Per Thousand Members Per Month (PTMPM)	2.0	1.6	1.5	1.4	√	Statewide approximate for FY 2003 is 1.1. Target of 1.3 is set for the last two quarters of FY05.
Hospital Total Days Per Thousand Members Per Month (PTMPM - Authorized Days Only)	14.0	12.5	12.2	11.8	√	Call Center changes, in concurrent review and increased case coordination with providers since July 04 have been successful and have decreased total hospital days.
Hospital Average Length of Stay (ALOS)	7.0	7.6	7.8	8.2	√	Average length of stay in the hospital is increasing slightly. As unnecessary hospitalizations are avoided the people left in the hospital more ill and are expected to stay longer.
Hospital Readmissions in 30 Days (includes readmissions in 7 days)	17%	16%	13%	N/A	√	Statewide approximate for FY 2003 is 12%. The readmission rate continues to decrease with community changes and is expected to reach state average within this contract year
FINANCIAL						
Total State OHP Payment	\$33,062,894	\$26,051,860	\$22,009,707	\$2,504,425	NR	OHP revenue is directly tied to type of eligible members. We receive a much higher payment per month for the sickest adult members than for young children.

OHP VERITY MENTAL HEALTH ORGANIZATION MEASURES

Category	FY 03	FY 04	FY 05 YTD Jul 04 - Mar 05	Latest Measure Month Mar 05	Rating	Comments
FINANCIAL						
OHP Revenue Per Member Per Month	\$40.05	\$38.18	\$36.76	\$37.64	NR	OHP payments per eligible member per month have decreased over time. MHO must continue to improve ability to operate in the most cost effective manner possible
Total OHP Expense Per Member Per Month	\$39.44	\$37.67	\$36.62	\$37.77	NR	
ADULT OUTCOMES						
Deal more effectively with daily problems.	NA	78.8%	75.5%		NR	490 adult answered surveys in 04. 523 in 05
Getting along better with my family.	NA	77.1%	70.4%		NR	Verity QM Committee is still evaluating results so no rating is given.
Better able to control my life.	NA	76.5%	74.7%		NR	FY05 Survey was conducted in June 04 and reported without lag time
Better able to deal with crisis.	NA	73.8%	69%		NR	
I do better in social situations.	NA	70.2%	67.3%		NR	
My symptoms are not bothering me as much.	NA	69.7%	57.8%		NR	
My housing situation has improved.	NA	68.0%	60.5%		NR	
I do better in school and/or work.	NA	59.7%	54.7%		NR	
CHILD AND ADOLESCENT OUTCOMES						
I/my child are doing better in school and work.	NA	60.7%	57.3%		NR	Two hundred and fifty one answered surveys in FY04 and 321 in FY05.
I/my child get along better with friends and other people.	NA	58.2%	61.8%		NR	Verity QM Committee is still evaluating results so no rating is given.
I/my child are better at handling daily life.	NA	53.4%	63.5%		NR	FY05 Survey was conducted in June 04 and reported without lag time
I/my child get along better with my family.	NA	51.9%	59.9%		NR	
I/my child are better able to cope when things go wrong.	NA	50.5%	58%		NR	
I/my child are satisfied with our family life right now.	NA	47.9%	55.1%		NR	

INVOLUNTARY COMMITMENT PROGRAM

Category	FY 03	FY 04	FY 05 YTD	Latest Measure Month Mar 04	Rating	Comments
CLINICAL						
Multnomah County Population	670,250	677,850	685,950	NA	NR	
Total Emergency Holds Investigated by ICP	3656	4080	2899	321	↑	ICP and the Call Center have been meeting with emergency departments. In late 2004 and early 2004 additional weekend investigators were added to decrease the number of avoidable emergency holds.
Average Rate of Emergency Holds Per 1000 Multnomah County Residents Per Month	.51	.52	.47	.46	↑	Rate is decreasing slightly as the number of avoidable holds decreases with better care coordination, additional ICP weekend coverage, and Project Respond ED team
Total Emergency Holds for Multnomah County & Transient Residents	3328	3702	2573	266	NR	
Total Emergency Holds for <u>Uninsured</u> Multnomah County & Transient Residents	NA	533	400	50	↑	Operations changes in Involuntary Commitment Program have decreased the number of emergency holds that the division is at financial risk for this fiscal year.
Percent of Emergency Holds That Are Uninsured	NA	13%	14%	16%	NR	MHASD cannot control the numbers of uninsured that we are at risk for IP payment.
FINANCIAL						
ICP Hospital Total Paid Charges	\$883,446	\$856,054 Jul-03- Dec03 only	NA	NA	√	MHASD paid more in absolute dollars for emergency holds in 2003 than in 2002. The number of investigations increased when OHP Standard population lost coverage in February 2003.

CALL CENTER / CRISIS SERVICES

Category	FY 03	FY 04	FY 05 YTD	Current Month Dec 04	Rating	Comments
CLINICAL						
Total Crisis Line Calls Received	30,969	44,913	40,839	4,754	★	Active work with community to increase the number of calls is showing in increased call volume. A fifteen percent increase in total calls expected by end of fiscal year.
Total Crisis Line Calls Answered	28,278	42,350	33,593	4,506	★	More calls will be answered in this fiscal year with less staff
Average Speed of Answer	14 seconds	12 seconds	12 seconds	12 seconds	★	
Abandonment Rate	8.7%	5.8%	5.5%	5.5%	√	National standard for calls abandoned by caller before the service answers is 5%.



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/28/05
 Agenda Item #: B-1
 Est. Start Time: 10:10 AM
 Date Submitted: 06/17/05

BUDGET MODIFICATION:

★ UPDATED 7/22/05
HANDOUTS

Agenda Board Briefing – Overview of Adult Mental Health and Addiction Services
Title: Division [Rescheduled from July 19, 2005]

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

Date Requested:	<u>July 28, 2005</u>	Time Requested:	<u>1 hr</u>
Department:	<u>Department of County Human Services</u>	Division:	<u>Mental Health and Addiction Services</u>
Contact(s):	<u>Chris Murphy</u>		
Phone:	<u>503 988-3691</u>	Ext.	<u>22458</u>
Presenter(s):	<u>I/O Address: B167/1/520</u> <u>Patricia K. Pate, Nancy Winters, Kathy Shumate, David Hidalgo, Patrick Payton, Ray Hudson, John Pearson and Joan Rice</u>		

General Information

1. What action are you requesting from the Board?

Informational briefing update only, based on the Board of County Commissioners' request.

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

This briefing is an overview of the adult programs within the Mental Health and Addiction Services Division (MHASD), upcoming changes, significant accomplishments and the way in which data is used to measure the performance of these programs.

Several years ago, Multnomah County community partners and advocacy organizations completed a comprehensive review of its adult mental health system, making recommendations for improvement in all areas of service delivery. Now the Mental Health and Addiction Services Division is making improvements to ensure the system's payment model is financially stable.

This briefing will also address its addiction services, highlighting the goals of treatment, dignity and

long-term well-being. Additional aspects of the adult system will be reviewed, including accomplishments specific to the Call Center and Involuntary Commitment Programs.

All of the system changes, in all program areas, will be designed to deliver measurable improvements in the lives of those who suffer from mental illness or addiction.

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

The requirements of the Federal Balanced Budget Act of 1997 are being taken into account as MHASD works to improve its payment models.

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.

The community providers have been asked to participate in discussions about potential payment models so that they are well aware of the issues involved and have a meaningful role in any system redesign. A number of meetings have already occurred, and more are planned with both the adult and child treatment providers as well as community stakeholders and consumers.

The Adult Mental Health and Substance Abuse Advisory committee (AMHSA) has been kept informed of all planned improvements to MHASD programs.

Required Signatures

**Department/
Agency Director:**



Date: 06/01/05

Budget Analyst:

Date: _____

Department HR:

Date: _____

Countywide HR:

Date: _____

**Multnomah County MHASD
Systems Implementation
July 2005**

Mental Health and Addiction Services Division

Key Mental Health Milestones

- 2001* Adult System Redesign, Phase 1, addresses the Acute Care Crisis
- 2002* Primary Provider Contracts go into effect
- 2002* Child and Family System of Care Workgroup makes recommendations for Children's Mental Health Redesign
- 2003* Senate Bill 267 mandates Evidenced Based Practices (EBP)
- 2003* Federal Balanced Budget Act (BBA) of 1997 goes into effect
- 2003 – 2004* The Children's Intensive Treatment Services (ITS) system is redesigned with responsibility shifting from the State to the MHO's on October 1, 2005
- 2003 – 2004* "Aging" of the Phase 1 Primary Provider Contracts model
- 2004 – 2005* Children's Mental Health Service Procurements by Multnomah County
- 2004 – 2005* Development of the next phase of the Adult System of Care including Adult Service Procurements by Multnomah County
- 2004 – 2005* Development of an Integrated Business Model to support the Children and Adult Services

Oregon Senate Bill 267

- ◆ The Legislature has established requirements for implementing Evidence-Based Practice (EBP) in all state programs that provide mental health services.
- ◆ The legislation requires a gradual phase-in of evidence based practices on the following timeline:
 - Services purchased that are evidence-based:
 - ◆ 25% for biennium beginning July 2005,
 - ◆ 50% for biennium beginning July 2007, and
 - ◆ 75% for biennium beginning July 2009

Federal Balanced Budget Act

In August 2003, the *Final Rules for Medicaid Managed Care*, contained in the Balanced Budget Act (BBA) of 1997 went into effect. This changed how states with Medicaid Behavioral Health Managed Care Waivers are paid for services and manage their programs. This, in turn, changed how Multnomah County is paid for services and can manage its programs.

Before the Balanced Budget Act

◆ The "Old Rules" of Managed Care

- Under managed care, there was added flexibility to give clients what they need, even if it doesn't fit into a defined service code.
- Cost savings from the Medicaid managed care plan could be used to provide additional mental health services.
- Recording and tracking every unit of services was not as important because we were not being paid fee for service.

After the BBA

The "New Rules" of Fee-for-Service are a "three legged stool".

- ◆ The right clients: only Medicaid beneficiaries
- ◆ The right service: only approved services
- ◆ The right record: only services that are accurately tracked and recorded are paid for

Payment to Multnomah County is dependent on all three: the right service provided to the right clients and recorded in the right way.

Key Findings from County and Stakeholder Meetings

- ◆ As the Phase 1 financing system "aged", a weak correlation arose between "effort expended" and reimbursement
- ◆ The Primary Provider Contract's reimbursement model is not in sync with the Federal and State reimbursement model
- ◆ The Primary Provider Contract's reimbursement model has outlived its usefulness and must be replaced to continue to receive Federal and State reimbursement

What This Means to Multnomah County

- ◆ When the Phase 1 Primary Provider Contract system was designed we knew that it had a limited lifespan so we knew that we would need a Phase II during this timeframe.
- ◆ Phase II coincides with the federal payment changes.
- ◆ Phase II coincides with the clinical model improvements.
- ◆ The revised business model ensures that the County's financial liability is closely managed and that the funding received is maximized.

Evidence-Based Practices Explanations

<p>Illness Management and Recovery Program</p>	<p>The Illness Management and Recovery Program consists of a series of weekly sessions in which specially trained mental health practitioners help people who have experienced psychiatric symptoms develop personal strategies for coping with mental illness and moving forward in their lives. The program can be provided in an individual or group format, and generally lasts three to six months.</p> <p>The following subjects are covered in educational handouts:</p> <ol style="list-style-type: none"> 1. Recovery Strategies 2. Practical Facts About Mental Illness 3. The Stress-Vulnerability Model and Treatment Strategies 4. Building Social Support 5. Reducing Relapses 6. Using Medication Effectively 7. Coping with Stress 8. Coping with Problems and Symptoms 9. Getting Your Needs Met in the Mental Health System
<p>Medication Management Approaches</p>	<p>What are the basic elements of MedMAP?</p> <ol style="list-style-type: none"> 1. A systematic approach. A helpful and effective method for choosing medication based on research. 2. Measurement of outcomes. Carefully watching the results from taking medication and changing it when the results are not what they should be or side effects are troublesome. 3. Documentation. Keeping useful records about medication choices and results to guide future health care decisions. 4. Consumer involvement. Consumer involvement and shared decision-making about medication. <p>Medications are a part of the recovery process for most people diagnosed with severe mental illnesses.</p>
<p>Family Psychoeducation</p>	<p>Family psycho-education is a method of working in partnership with families to impart current information about the illness and to help them develop coping skills for handling problems posed by mental illness in one member of the family. The goal is that practitioner, consumer, and family work together to support recovery. It respects and incorporates their individual, family, and cultural realities and perspectives. It almost always fosters hope in place of desperation and demoralization.</p> <p>Psychoeducation can be used in a single family or multi-family group format, depending on the consumers and family's wishes, as well as empirical indications. Single family and multi-family group versions will have different outcomes over the long-term, but there are similar components. The approach has several phases, each with a specific format.</p>
<p>Integrated Dual Disorder Treatment (IDDT)</p>	<p>Consumers receive combined treatment for mental illness and substance use from the same clinician or treatment team. The treatment approaches are practical life interventions that help consumers develop hope; knowledge, skills, and the support they need to recover from alcohol and drug use and to pursue meaningful life goals such as work and independent living.</p>
<p>Dialectical Behavioral Therapy (DBT)</p>	<p>DBT is a treatment model for consumers with problems that result in suicide attempts, urges to self-harm, urges to quit treatment, untreated depression, and anxiety disorders. It is structured treatment that teaches emotional regulation, and teaches consumers how their behaviors are harmful to themselves. Clinicians are trained and highly skilled in working with this population, it a team approach for consumers and clinicians. It is 24/7-team approach.</p>
<p>Strength- Based Case Management</p>	<p>Strength-based case management model minimizes illness and focuses on consumer strengths. Consumers are coached in setting their own goals and identifying realistic steps in order to achieve the goals. The primary focus of the model is on securing natural community supports.</p>

<p>Supportive Employment</p>	<p>Eligibility is based on consumer choice. No one is excluded who wants to participate. Supported employment is integrated with treatment. Employment specialists coordinate plans with the treatment team: case manager, therapist, psychiatrist, etc. Competitive employment is the goal. The focus is community jobs for which anyone can apply, and that pay at least minimum wage, including part-time and full-time jobs. Job search starts soon after a consumer expresses interest in working. There are no requirements for completing extensive pre-employment assessment and training, or intermediate work experiences (like prevocational work units, transitional employment, or sheltered workshops). Follow-along supports are continuous. Individualized supports to maintain employment continue as long as consumers want the assistance.</p> <p>Consumer preferences are important. Choices and decisions about work and support are individualized based on the person's preferences, strengths, and experiences.</p>
<p>Assertive Community Treatment</p>	<p>Assertive community treatment is a way of delivering a full range of services to people who have been diagnosed with a severe mental illness such as schizophrenia, schizoaffective disorder, or bipolar disorder. The goal of assertive community treatment is to keep people out of the hospital and help them to have a life that isn't dominated by having a mental illness. People who experience persistent and severe symptoms and have severe difficulties with basic, everyday things such as staying safe, caring for their physical needs, keeping safe and adequate housing, and working, may benefit from a 24/7 multidisciplinary team of client to staff ratio of 1-10.</p>

**Multnomah County Department of County Human Services
Mental Health and Addiction Services Division
Adult System of Care: Outpatient Services**

Treatment Readiness Services		Treatment Recovery Services		Recovery Support and Maintenance	
Current System	New System	Current System	New System	Current System	New System
Intake Assessment	Assessment of Readiness for Treatment	Individual and Group Therapy	Illness Management and Recovery, Family Therapy	Medication Management	Evidence Based Medication Management Approach
	Services to engage people in treatment	Combined Treatment for Alcohol/Drug and Mental Health	Integrated Dual Diagnosis Treatment	Primary Care Provider Coordination	Primary Care Provider Coordination
Culturally Specific Treatment	Enhanced Culturally Specific Treatment	Modified Dialectical Behavior Therapy	Dialectical Behavior Therapy	Culturally Specific Treatment	Enhanced Culturally Specific Treatment
Crisis Services	Enhanced Crisis Services	Culturally Specific Treatment	Enhanced Culturally Specific Treatment	Crisis Services	Enhanced Crisis Services
		Crisis Services	Enhanced Crisis Services		Wraparound Services
			Homebased Services and Outreach		Interventions focused on integration back into the community
			Other Evidence Based Practices		Family/Parenting Skills Training
			Short-term Intensive Case Management		

**Multnomah County Department of County Human Services
Mental Health and Addiction Services Division
Adult System of Care: Severely Mentally Ill**

Treatment Readiness Services		Treatment Recovery Services		Recovery Support and Maintenance	
Current System	New System	Current System	New System	Current System	New System
Intake	Assessment of Readiness for Treatment	Case Management	Strengths Based Case Management	Daily Structure and Support and Drop-in Programs (DSS)	Supported Employment/Education Interventions focused on integration back into the community
Peer Daily Structure and Support and Drop-in Programs (DSS)	Peer Treatment Readiness	Medication Management	Evidence Based Medication Management Approach	Peer Daily Structure and Support and Drop-in Programs (DSS)	Peer Mentorship Program
Culturally Specific Treatment	Enhanced Culturally Specific Treatment	Combined Treatment for Alcohol/Drug and Mental Health	Integrated Dual Disorder Treatment (IDDT)	Case Management/Daily Structure and Support and Drop-in Programs	Supported Housing
Crisis Services	Enhanced Crisis Services	Psychoeducation	Illness Management and Recovery (IMR)	Culturally Specific Treatment	Enhanced Culturally Specific Treatment
	Family Psychoeducation	Case Management/Daily Structure and Support and Drop-in Programs	Supported Housing	Crisis Services	Enhanced Crisis Services
	Services to engage people in treatment	Intensive Case Management Services	Assertive Community Treatment (ACT)		Primary Care Provider Consultation/Coordination
	Housing First	Culturally Specific Treatment	Enhanced Culturally Specific Treatment		Self-help and Peer Support Groups
	Primary Care Provider Consultation/Coordination	Crisis Services	Enhanced Crisis Services		
			Primary Care Provider Consultation/Coordination		

Multnomah County Department of County Human Services
Mental Health and Addiction Services Division
Adult System of Care: Crisis Services

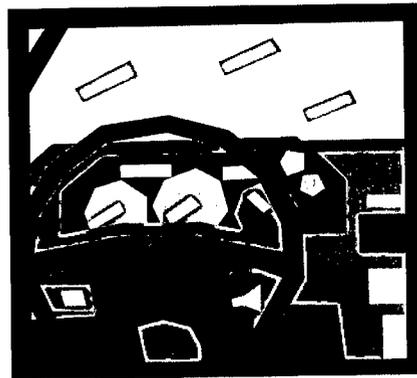
- Call Center: Agency 24-hour on-call
- Crisis Response: During Business Hours
- Wraparound: Home-based, Outreach
- Hospital Coordination: On-site
- Crisis Alerts



**MULTNOMAH
COUNTY**

Department of County Human Services
Mental Health and Addiction Services Division

PERFORMANCE DASHBOARD



July 2005

Prepared by:

MHASD Quality Management Program
Contact: Joan Rice, Director of MHASD Quality Management
503-988-5464 ext. 29597

MHASD Performance Measure Dashboard

OHP VERITY MENTAL HEALTH ORGANIZATION MEASURES

Category	FY 03	FY 04	FY 05 YTD Jul 04 - Mar 05	Latest Measure Month Mar 05	Rating	Comments
CLINICAL						
Total Member Months	825,441	683,312	598,807	66,139	NR	Adult member months have fluctuated between 75% and 88% of FY 03 levels in Aug 04 after mental health benefits were returned to OHP standard adults.
Hospital Total Discharges Per Thousand Members Per Month (PTMPM)	2.0	1.6	1.5	1.4	√	Statewide approximate for FY 2003 is 1.1. Target of 1.3 is set for the last two quarters of FY05.
Hospital Total Days Per Thousand Members Per Month (PTMPM - Authorized Days Only)	14.0	12.5	12.2	11.8	√	Call Center changes, in concurrent review and increased case coordination with providers since July 04 have been successful and have decreased total hospital days.
Hospital Average Length of Stay (ALOS)	7.0	7.6	7.8	8.2	√	Average length of stay in the hospital is increasing slightly. As unnecessary hospitalizations are avoided the people left in the hospital more ill and are expected to stay longer.
Hospital Readmissions in 30 Days (includes readmissions in 7 days)	17%	16%	13%	N/A	√	Statewide approximate for FY 2003 is 12%. The readmission rate continues to decrease with community changes and is expected to reach state average within this contract year
FINANCIAL						
Total State OHP Payment	\$33,062,894	\$26,051,860	\$22,009,707	\$2,504,425	NR	OHP revenue is directly tied to type of eligible members. We receive a much higher payment per month for the sickest adult members than for young children.

OHP VERITY MENTAL HEALTH ORGANIZATION MEASURES

Category	FY 03	FY 04	FY 05 YTD Jul 04 - Mar 05	Latest Measure Month Mar 05	Rating	Comments
FINANCIAL						
OHP Revenue Per Member Per Month	\$40.05	\$38.18	\$36.76	\$37.64	NR	OHP payments per eligible member per month have decreased over time. MHO must continue to improve ability to operate in the most cost effective manner possible
Total OHP Expense Per Member Per Month	\$39.44	\$37.67	\$36.62	\$37.77	NR	
ADULT OUTCOMES						
Deal more effectively with daily problems.	NA	78.8%	75.5%		NR	490 adult answered surveys in 04. 523 in 05
Getting along better with my family.	NA	77.1%	70.4%		NR	Verity QM Committee is still evaluating results so no rating is given.
Better able to control my life.	NA	76.5%	74.7%		NR	FY05 Survey was conducted in June 04 and reported without lag time
Better able to deal with crisis.	NA	73.8%	69%		NR	
I do better in social situations.	NA	70.2%	67.3%		NR	
My symptoms are not bothering me as much.	NA	69.7%	57.8%		NR	
My housing situation has improved.	NA	68.0%	60.5%		NR	
I do better in school and/or work.	NA	59.7%	54.7%		NR	
CHILD AND ADOLESCENT OUTCOMES						
I/my child are doing better in school and work.	NA	60.7%	57.3%		NR	Two hundred and fifty one answered surveys in FY04 and 321 in FY05.
I/my child get along better with friends and other people.	NA	58.2%	61.8%		NR	Verity QM Committee is still evaluating results so no rating is given.
I/my child are better at handling daily life.	NA	53.4%	63.5%		NR	FY05 Survey was conducted in June 04 and reported without lag time
I/my child get along better with my family.	NA	51.9%	59.9%		NR	
I/my child are better able to cope when things go wrong.	NA	50.5%	58%		NR	
I/my child are satisfied with our family life right now.	NA	47.9%	55.1%		NR	

INVOLUNTARY COMMITMENT PROGRAM

Category	FY 03	FY 04	FY 05 YTD	Latest Measure Month Mar 04	Rating	Comments
CLINICAL						
Multnomah County Population	670,250	677,850	685,950	NA	NR	
Total Emergency Holds Investigated by ICP	3656	4080	2899	321	↑	ICP and the Call Center have been meeting with emergency departments. In late 2004 and early 2004 additional weekend investigators were added to decrease the number of avoidable emergency holds.
Average Rate of Emergency Holds Per 1000 Multnomah County Residents Per Month	.51	.52	.47	.46	↑	Rate is decreasing slightly as the number of avoidable holds decreases with better care coordination, additional ICP weekend coverage, and Project Respond ED team
Total Emergency Holds for Multnomah County & Transient Residents	3328	3702	2573	266	NR	
Total Emergency Holds for <u>Uninsured</u> Multnomah County & Transient Residents	NA	533	400	50	↑	Operations changes in Involuntary Commitment Program have decreased the number of emergency holds that the division is at financial risk for this fiscal year.
Percent of Emergency Holds That Are Uninsured	NA	13%	14%	16%	NR	MHASD cannot control the numbers of uninsured that we are at risk for IP payment.
FINANCIAL						
ICP Hospital Total Paid Charges	\$883,446	\$856,054 Jul-03- Dec03 only	NA	NA	√	MHASD paid more in absolute dollars for emergency holds in 2003 than in 2002. The number of investigations increased when OHP Standard population lost coverage in February 2003.

CALL CENTER / CRISIS SERVICES

Category	FY 03	FY 04	FY 05 YTD	Current Month Dec 04	Rating	Comments
CLINICAL						
Total Crisis Line Calls Received	30,969	44,913	40,839	4,754	★	Active work with community to increase the number of calls is showing in increased call volume. A fifteen percent increase in total calls expected by end of fiscal year.
Total Crisis Line Calls Answered	28,278	42,350	33,593	4,506	★	More calls will be answered in this fiscal year with less staff
Average Speed of Answer	14 seconds	12 seconds	12 seconds	12 seconds	★	
Abandonment Rate	8.7%	5.8%	5.5%	5.5%	√	National standard for calls abandoned by caller before the service answers is 5%.



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST**

Board Clerk Use Only

Meeting Date: 07/28/05
 Agenda Item #: E-1
 Est. Start Time: 11:10 AM
 Date Submitted: 07/18/05

BUDGET MODIFICATION:

Agenda Title: Executive Session Pursuant to ORS 192.660(2)(d) and (h)

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

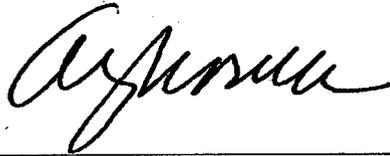
Date Requested:	<u>July 28, 2005</u>	Time Requested:	<u>15-30 mins</u>
Department:	<u>Non-Departmental</u>	Division:	<u>County Attorney</u>
Contact(s):	<u>Agnes Sowle</u>		
Phone:	<u>503 988-3138</u>	Ext.:	<u>83138</u>
Presenter(s):	<u>Agnes Sowle and Invited Others</u>		

General Information

- 1. What action are you requesting from the Board?**
 No Final Decision will be made in the Executive Session.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**
 Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session.
- 3. Explain the fiscal impact (current year and ongoing).**
- 4. Explain any legal and/or policy issues involved.**
 ORS 192.660(2)(h).
- 5. Explain any citizen and/or other government participation that has or will take place.**

Required Signatures

**Department/
Agency Director:**



Date: 07/18/05

Budget Analyst:

Date:

Department HR:

Date:

Countywide HR:

Date: