



# MULTNOMAH COUNTY OREGON

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

<u>BOARD OF COUNTY COMMISSIONERS</u>		
BEVERLY STEIN	CHAIR	248-3308
DAN SALTZMAN	DISTRICT 1	248-5220
GARY HANSEN	DISTRICT 2	248-5219
TANYA COLLIER	DISTRICT 3	248-5217
SHARRON KELLEY	DISTRICT 4	248-5213

## MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

# AGENDA

FOR THE WEEK OF

**NOVEMBER 24, 1997 - NOVEMBER 28, 1997**

Tuesday, November 25, 1997 - 9:30 AM - Joint Work Session..... Page 2

Tuesday, November 25, 1997 - 11:00 AM - Regular Meeting..... Page 2

Tuesday's meeting of the Multnomah County Board of Commissioners will be \*cable-cast\* live and taped and can be seen by Cable subscribers in Multnomah County at the following times:

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

\*Produced through Multnomah Community Television\*

INDIVIDUALS WITH DISABILITIES MAY CALL THE BOARD CLERK AT (503) 248-3277, OR MULTNOMAH COUNTY TDD PHONE (503) 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, November 25, 1997 - 9:30 AM  
Portland Building, Second Floor Hearing Room  
1120 SW Fifth Avenue, Portland

## **JOINT WORK SESSION**

- WS-1 Joint Multnomah County City of Portland Work Session to Discuss a Proposal to Refer a Temporary Education Surcharge of the Business Income Tax to the Voters in March, 1998, to Support Public Schools in Multnomah County. 90 MINUTES REQUESTED.
- 

Tuesday, November 25, 1997 - 11:00 AM  
**(OR IMMEDIATELY FOLLOWING JOINT WORK SESSION)**

Portland Building, Second Floor Hearing Room  
1120 SW Fifth Avenue, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR**

#### **NON-DEPARTMENTAL**

- C-1 Appointment of Joy McMurray to the ELDERS IN ACTION COMMISSION

#### **SHERIFF'S OFFICE**

- C-2 Budget Modification MCSO 3 Adding \$10,000 in Oregon Department of Transportation Revenue to the Sheriff's Enforcement Budget to Fund a Hispanic Driver's Education Project

#### **DEPARTMENT OF LIBRARY SERVICES**

- C-3 Budget Modification DLS 1 Reducing Estimated Beginning Balance in the Library Fund by \$180,403 and Making Corresponding Appropriation Reductions

#### **DEPARTMENT OF HEALTH**

- C-4 Budget Modification HD 7 Approving Personnel Adjustments and Changes in Personnel in Various Work Units Funded within the Current Budget

**AGING AND DISABILITY SERVICES DEPARTMENT**

- C-5 Intergovernmental Revenue Agreement 400108 with the City of Fairview, Continuing a Partnership for a Coordinated Approach to Senior Services in East Multnomah County through June 30, 1998
- C-6 Intergovernmental Revenue Agreement 400098 with the City of Gresham, Continuing a Partnership for a Coordinated Approach to Senior Services in East Multnomah County through June 30, 1998
- C-7 Intergovernmental Revenue Agreement 400118 with the City of Troutdale, Continuing a Partnership for a Coordinated Approach to Senior Services in East Multnomah County through June 30, 1998

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-8 Intergovernmental Supplemental Right of Way Agreement 300568 with the Oregon Department of Transportation to Realign Portions of the Roadway and Improve Drainage on Rocky Point Road
- C-9 Intergovernmental Agreement 300588 with the Oregon Department of Transportation Adding Roadway Work on Lower Rocky Point Road at Rail Crossing No. 5A-015.70 to Scope of Contract No. 11,953 Between ODOT and Elting, Inc.
- C-10 HV 15-97/SEC 30-97 Report the Hearings Officer Decision Regarding Denial of a Request for a Major Variance and a Significant Environmental Concern Permit to Construct a Pole-Barn Structure within the 200' Side Setback on Lands Designated Commercial Forest Use on Property Located at 17817 NW SKYLINE BOULEVARD, PORTLAND

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-11 Intergovernmental Agreement 102788 with Burlington Water District Funding Phase I and Phase II of the Public Works NW Main Street Projects

- C-12 Intergovernmental Agreement 102798 with the City of Wood Village Funding 244th Avenue Waterline Loop, City Park Expansion, Development Phase II, and NW 244th Halsey Street Culvert Improvement Projects
- C-13 Intergovernmental Revenue Agreement 102828 with the State of Oregon Mental Health and Developmental Disability Services Division 1998 Calendar Year County Employee Loan
- C-14 Budget Modification CFS 3 Increasing County Budget by \$239,000 through an Intergovernmental Agreement with the State Department of Human Resources which Passes through Anne E. Casey Foundation Funds to Multnomah County in Support of Innovation Efforts to Reform and Measure Government Initiatives
- C-15 Budget Modification CFS 4 Re-Appropriating Funds within the Division of Children, Youth, Family, Community Action and Development to Reclassify CFS Manager to CFS Manager/Senior and to Reflect Current Staffing of the Family Resource Centers

### **REGULAR AGENDA**

### **PUBLIC COMMENT**

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

### **NON-DEPARTMENTAL**

- R-2 Citizen Involvement Committee 1996-1997 Annual Report. Presented by Kay Durtschi and John Legry.

### **DEPARTMENT OF SUPPORT SERVICES**

- R-3 Second Reading and Adoption of an ORDINANCE Amending Ordinance No. 880, in Order to Add, Delete and Revise Exempt Pay Ranges and Titles

### **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- R-4 Intergovernmental Agreement 700558 with Yamhill County, Oregon to Rent 24 Secure Substance Abuse Treatment Beds for Male Offenders in the Yamhill County Correctional Facility

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-5 ORDER Authorizing Relinquishment of Title of Real Property in Lots 1 and 2, Block 8, Walnut Park Addition, Portland, Oregon Not Needed for Public Use by Multnomah County to the City of Portland for Public Use

**DEPARTMENT OF HEALTH**

- R-6 RESOLUTION Classifying Department of Health Environmental Services Fees as Exempt from Article XI, §11 of the Oregon Constitution
- R-7 ORDER Directing Publication of Notice of the Board Action in Resolution Classifying Department of Health Environmental Services Fees as Exempt from Article XI, §11 of the Oregon Constitution
- R-8 Second Reading and Adoption of an ORDINANCE Amending Sections of MCC 5.10, Relating to Food Service License and Pool/Spa License and Plan Review Fees, and MCC 8.30, Relating to Food Handlers

**NON-DEPARTMENTAL**

- R-9 Budget Modification NOND 8 Providing a One Time Only Payment of \$100,000 from General Fund Contingency to the Corbett School District for Operation of a Community Library Serving County Residents Living Between Springdale and the Bonneville Dam
- R-10 First Reading of an ORDINANCE Enacting MCC 5.50.060 (Transient Lodging Tax, Oregon Convention Center Completion Fund) to Levy an Additional .5% Tax to be Used by Metro to Finance Completion of the Oregon Convention Center

# ANNOTATED MINUTES

Tuesday, November 25, 1997 - 9:30 AM  
Portland Building, Second Floor Hearing Room  
1120 SW Fifth Avenue, Portland

## JOINT WORK SESSION

*County Chair Beverly Stein convened the meeting at 9:35 a.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present, and City of Portland Mayor Vera Katz, Commissioners Gretchen Kafoury, Charlie Hales and Jim Francesconi present, and Commissioner Erik Sten excused.*

WS-1 Joint Multnomah County City of Portland Work Session to Discuss a Proposal to Refer a Temporary Education Surcharge of the Business Income Tax to the Voters in March, 1998, to Support Public Schools in Multnomah County.

***MARIANNE FITZGERALD PRESENTATION AND SUBMITTAL OF SCHOOL FUNDING COALITION ADVOCATES ALTERNATIVE PROPOSAL TO JULY 22, 1996 BIT AGREEMENT LETTER AND RESPONSE TO QUESTIONS AND DISCUSSION. DON MCCLAVE PRESENTATION AND SUBMITTAL OF PORTLAND CHAMBER NEWS RELEASE PLEDGING NOT TO TAKE A POSITION IN OPPOSITION TO ONE YEAR BIT INCREASE AND RESPONSE TO QUESTIONS AND DISCUSSION. PORTLAND SCHOOL BOARD MEMBERS SUSAN HAGMEIER AND DOUGLAS CAPPS PRESENTATION AND RESPONSE TO QUESTIONS AND DISCUSSION. COUNTY BUDGET MANAGER DAVE WARREN PRESENTATION AND RESPONSE TO QUESTIONS AND DISCUSSION. CHAIR STEIN ADVISED THE BOARD WOULD TAKE PUBLIC TESTIMONY AND CONSIDER A RESOLUTION ON TUESDAY, DECEMBER 2, 1997.***

*There being no further business, the joint meeting was adjourned at 11:35 a.m.*

Tuesday, November 25, 1997 - 11:00 AM  
Portland Building, Second Floor Hearing Room  
1120 SW Fifth Avenue, Portland

## **REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 11:39 a.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.*

### **CONSENT CALENDAR**

***UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-15) WAS UNANIMOUSLY APPROVED.***

### **NON-DEPARTMENTAL**

C-1 Appointment of Joy McMurray to the ELDERS IN ACTION COMMISSION

### **SHERIFF'S OFFICE**

C-2 Budget Modification MCSO 3 Adding \$10,000 in Oregon Department of Transportation Revenue to the Sheriff's Enforcement Budget to Fund a Hispanic Driver's Education Project

### **DEPARTMENT OF LIBRARY SERVICES**

C-3 Budget Modification DLS 1 Reducing Estimated Beginning Balance in the Library Fund by \$180,403 and Making Corresponding Appropriation Reductions

### **DEPARTMENT OF HEALTH**

C-4 Budget Modification HD 7 Approving Personnel Adjustments and Changes in Personnel in Various Work Units Funded within the Current Budget

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

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**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-8 Intergovernmental Supplemental Right of Way Agreement 300568 with the Oregon Department of Transportation to Realign Portions of the Roadway and Improve Drainage on Rocky Point Road
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- C-10 HV 15-97/SEC 30-97 Report the Hearings Officer Decision Regarding Denial of a Request for a Major Variance and a Significant Environmental Concern Permit to Construct a Pole-Barn Structure within the 200' Side Setback on Lands Designated Commercial Forest Use on Property Located at 17817 NW SKYLINE BOULEVARD, PORTLAND

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- C-11 Intergovernmental Agreement 102788 with Burlington Water District Funding Phase I and Phase II of the Public Works NW Main Street Projects
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- C-14 Budget Modification CFS 3 Increasing County Budget by \$239,000 through an Intergovernmental Agreement with the State Department of Human Resources which Passes through Anne E. Casey Foundation Funds to Multnomah County in Support of Innovation Efforts to Reform and Measure Government Initiatives
- C-15 Budget Modification CFS 4 Re-Appropriating Funds within the Division of Children, Youth, Family, Community Action and Development to Reclassify CFS Manager to CFS Manager/Senior and to Reflect Current Staffing of the Family Resource Centers

### **REGULAR AGENDA**

### **PUBLIC COMMENT**

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

***PAUL FRANK COMMENTED IN SUPPORT OF BOARD POLICY ARMING PAROLE OFFICERS.***

### **NON-DEPARTMENTAL**

- R-2 Citizen Involvement Committee 1996-1997 Annual Report. Presented by Kay Durtschi and John Legry.

***KAY DURTSCHI, JOHN LEGRY PRESENTATION.***

### **DEPARTMENT OF SUPPORT SERVICES**

- R-3 Second Reading and Adoption of an ORDINANCE Amending Ordinance No. 880, in Order to Add, Delete and Revise Exempt Pay Ranges and Titles

***ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 891 UNANIMOUSLY APPROVED.***

### **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- R-4 Intergovernmental Agreement 700558 with Yamhill County, Oregon to Rent 24 Secure Substance Abuse Treatment Beds for Male Offenders in the Yamhill County Correctional Facility

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-4. TICHENOR MCBRIDE EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.**

#### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-5 ORDER Authorizing Relinquishment of Title of Real Property in Lots 1 and 2, Block 8, Walnut Park Addition, Portland, Oregon Not Needed for Public Use by Multnomah County to the City of Portland for Public Use

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. BOB OBERST AND VICE-CHAIR HANSEN EXPLANATION. ORDER 97-199 UNANIMOUSLY APPROVED.**

#### **DEPARTMENT OF HEALTH**

- R-6 RESOLUTION Classifying Department of Health Environmental Services Fees as Exempt from Article XI, §11 of the Oregon Constitution

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. HILDA ADAMS EXPLANATION OF ITEMS R-6, R-7 AND R-8, AND RESPONSE TO BOARD QUESTIONS. VICE-CHAIR HANSEN COMMENTS IN SUPPORT. RESOLUTION 97-200 UNANIMOUSLY APPROVED.**

- R-7 ORDER Directing Publication of Notice of the Board Action in Resolution Classifying Department of Health Environmental Services Fees as Exempt from Article XI, §11 of the Oregon Constitution

**UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, ORDER 97-201 WAS UNANIMOUSLY APPROVED.**

- R-8 Second Reading and Adoption of an ORDINANCE Amending Sections of MCC 5.10, Relating to Food Service License and Pool/Spa License and Plan Review Fees, and MCC 8.30, Relating to Food Handlers

**ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 892 UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- R-9 Budget Modification NOND 8 Providing a One Time Only Payment of \$100,000 from General Fund Contingency to the Corbett School District for Operation of a Community Library Serving County Residents Living Between Springdale and the Bonneville Dam

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-9. COMMISSIONER KELLEY AND CORBETT HIGH SCHOOL PRINCIPAL BILL LESH EXPLANATION AND COMMENTS IN SUPPORT. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-10 First Reading of an ORDINANCE Enacting MCC 5.50.060 (Transient Lodging Tax, Oregon Convention Center Completion Fund) to Levy an Additional .5% Tax to be Used by Metro to Finance Completion of the Oregon Convention Center

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, THE FIRST READING WAS UNANIMOUSLY RESCHEDULED FOR THURSDAY, DECEMBER 4, 1997.**

*There being no further business, the meeting was adjourned at 12:10 p.m.*

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*

MEETING DATE: NOV 25 1997

AGENDA #: C-1

ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Elders in Action Commission

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 11/25/97

AMOUNT OF TIME NEEDED:

Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Appointment of Joy McMurray to the Elders in Action Commission (formerly Portland/Multnomah Commission on Aging), At-Large Position, for a term ending July 30, 1998.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steud

(OR)

DEPARTMENT

MANAGER:

BOARD OF COUNTY COMMISSIONERS  
97 NOV - 6 PM 3: 29  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

Please mail or fax to:

Portland/Multnomah Commission on Aging (PMCoA)

1120 SW Fifth, 5th Floor

Portland, OR 97204-1978

Office (503) 823-5269 — Fax (503) 823-5826

JUL 09 1996

### PMCoA Application

NAME Joy McMurray PHONE (day) 771-5598  
 ADDRESS 8447 S.E. Papayette #438 PHONE (eve) "  
 CITY Portland STATE OR ZIP 97266 COUNTY Mult.

Check any that apply.

- RETIRED FROM (type of work) Wood Processing ( ) HOMEMAKER ( ) STUDENT  
 EMPLOYED working 10-20 hours per week ( ) UNEMPLOYED

#### EDUCATION

Please indicate highest level completed.

- ( ) HIGH SCHOOL  SOME COLLEGE ( ) COLLEGE GRADUATE ( ) OTHER \_\_\_\_\_

#### EMPLOYMENT

List most recent employment first.

EMPLOYER	POSITION	FROM	TO
(1) <u>Health Access</u>	<u>Caregiver</u>	<u>1989</u>	<u>1994</u>
(2) <u>Small Business Adm.</u>	<u>Word Processor</u>	<u>1985</u>	<u>1987</u>
(3) <u>Worked out of various "Temp" services and for many different agencies &amp; companies as "clerical" employee.</u>			

#### VOLUNTEER and CIVIC ACTIVITIES -ARP- member

ORGANIZATION	RESPONSIBLE FOR	FROM	TO
(1) <u>Senior Companion</u>	<u>7-10 seniors</u>	<u>1990</u>	<u>1992</u>
(2) <u>Master Gardeners Volunteer</u>	<u>plant info</u>	<u>1987</u>	<u>present</u>
(3) <u>Oasis</u>	<u> tutoring @ Lent</u>	<u>1996</u>	<u>1997</u>

To help us find the right position for you please answer the following questions.

1. What are your specific areas of interest or expertise?

Computers - gardening - music - foods

2. PMCoA has many ways to be involved. Please check the areas that interest you the most. (You may check more than one)

- Board of the Commission
- Elder Friendly Evaluator
- Housing Ombudsman
- Housing Advocate
- Issue Expert What issue interests you? \_\_\_\_\_
- Senior Net Trainer
- Volunteer Trainer
- Special Events
- Phone Calling
- Office Support
- Other

*Elder Friendly Evaluator:*

*Shows - 2 locations  
Parks - Classes  
Terwilliger Plaza*

3. Do you have a friend, co-worker, neighbor or relative that might be interested in receiving information about PMCoA volunteer opportunities. Please list and an information packet will be mailed to them with your name mentioned.

Name  
Address  
City, State, Zip

Name  
Address  
City, State, Zip

Please sign and date. Thank you for your interest in the Commission!

Joy McMurray

Date 7/5/96

The following is optional and voluntary --- used for research purposes only. Please check.

Ethnic group: \_\_\_\_\_

Gender: ( ) male (  ) female

Age: ( ) under 60 (  ) over 60

Disabled: ( ) yes ( ) no

Low Income: (  ) yes ( ) no

BUDGET MODIFICATION NO.

BMMCS083

Contract # 800478

(For Clerk's Use) Meeting Date NOV 25 1997

Agenda No. C-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Sheriff's Office

DIVISION \_\_\_\_\_

CONTACT Larry Aab

TELEPHONE 251-2489

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

SUGGESTED

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

**Budget modification requesting authorization to add \$10,000 in ODOT revenue to fund a Hispanic Drivers' Education Project.**

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This modification will add \$10,000 in ODOT revenue to the Sheriff's Enforcement budget. The revenue will be used to pay for an education program directed at the Spanish speaking population of East Multnomah County. Funds will pay for 101 hours of overtime, and travel and tuition for a Spanish language program in Costa Rica. \$804 in indirect will be funded by a reduction in the Travel and Training line in the enforcement budget.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Add \$10,000 in ODOT revenue.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 NOV 17 PM 2:32

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_

Date \_\_\_\_\_

After this modification \$ \_\_\_\_\_

Originated By <u>Larry Aab</u>	Date	Department Director <u>[Signature]</u>	Date <u>10/29/97</u>
Plan/Budget Analyst <u>Karyne Dargatzis</u>	Date <u>11/10/97</u>	Employee Services	Date
Board Approval <u>[Signature]</u>	Date <u>11/25/97</u>		



**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

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TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,  
Sheriff

TODAY'S DATE: OCTOBER 28, 1997

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: INTERGOVERNMENTAL AGREEMENT AND BUDGET MODIFICATION TO ADD  
\$10,000 IN ODOT REVENUE TO FUND A HISPANIC DRIVERS EDUCATION  
PROJECT

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I. Recommendation/Action Requested:

Request Board approval of an IGA and budget modification which will add \$10,000 in ODOT revenue to fund a Hispanic Drivers' Education Project.

II. Background/Analysis:

In 1996, there were 7,101 injury motor vehicle accidents reported in Multnomah County. An additional 69 resulted in fatalities. Of these fatal and injury accidents, 1,105 occurred at night. In calendar year 1996, unincorporated Multnomah County incurred eleven motor vehicle fatalities.

In 1996, one Oregon State Police Trooper and two Deputy Sheriff's were selected to attend the ILISA Spanish Language Immersion Program in San Jose, Costa Rica. Funds for this training was provided by the ODOT DUI Grant. Upon their return, each has been active in the education of Hispanic Community members regarding DUII laws, seatbelt and child safety requirements, insurance and licensing requirements.

Sergeant Wendy DeMarre has worked with the El Programa Hispano to provide sixteen hours of Driver's Education training for members of the Hispanic Community. Eight classes were conducted with over 200 Spanish speaking individuals participating.

On completion of each class, the participants passed the DMV written examination on their first attempt. Those not successfully passing on the first attempt all passed on their next attempt.

Upon completion of the written test, the instructors met individually with each student and a DMV representative to develop an individualized plan to overcome barriers preventing participants from being issued a driver's license. These barriers included such things as prior unpaid traffic tickets, the need for eye glasses, and previous suspension of driving privileges.

If this modification is approved, officers will be sent to the ILISA Language School in Costa Rica. Upon return these officers will be expected to participate in continuing Spanish Language education and assist with educational projects in the Hispanic Community. Goals under this grant include providing six Spanish Language Driver's Education Classes to a minimum of 90 students.

III. Financial Impact:

If approved this budget modification will increase the Federal State Fund by \$10,000. Revenues will be applied to the DUI Unit.

III. Legal Issues:

None Known

V. Controversial Issues:

None Known

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

Representatives from the Hispanic Community, Mothers Against Drunk Driving (MADD)

VIII. Other Government Participation:

Participating law enforcement agencies include the Oregon State Police, Portland Police Bureau, Troutdale Police Department, Gresham Police Department and Fairview Police Department.

Other governmental agencies include the Oregon Department of Transportation and the Multnomah County DUII Advisory Board.



**TRANSPORTATION SAFETY PROJECT SUMMARY**

1. Agency/Jurisdiction Multnomah County Sheriff's Office

2. Project Title Hispanic Driver's Education Project

3. Project No. J7 98-12-04 Planned Project Period: 10-1-97 To 9-30-98

4. Project Description:

This project is designed to address the needs of Oregon's Hispanic community based on an inventory completed in FY 94. Written materials and videos for use by the Hispanic population will be developed. Salaries, travel, printing, and videos will be funded.

5. Objectives:

- a. Provide six driver's education classes for Spanish speakers for a minimum of ninety students.
- b. Make available six Spanish speaking law enforcement officers to police agencies to assist in DUUI investigation and traffic stops involving Spanish speaking drivers.

6. Project Director Dave Hadley Title Sergeant

Street/P.O. 12240 NE Glisan Telephone (503) 661-6377

City Portland Zip Code 97230 FAX (503) 253-2663

7. Project Coordinator TBD Telephone \_\_\_\_\_

8. Grant Manager Debra Downey

9. Budget Information:	TSS	\$ <u>10,000</u>	<u>55%</u>	Fed. to Local	<u>100%</u>
	Match	\$ <u>8,054</u>	<u>45%</u>		
	Total	\$ <u>18,054</u>	<u>100%</u>		

10. Approval/Award/Adjustments: (Adjustments with funding changes only)

- a. Start Date/Final Award Date \_\_\_\_\_ TSS \$ \_\_\_\_\_ Match \$ \_\_\_\_\_
- b. Grant Adjustment # \_\_\_\_\_ Date \_\_\_\_\_ TSS \$ \_\_\_\_\_ Match \$ \_\_\_\_\_
- c. Grant Adjustment # \_\_\_\_\_ Date \_\_\_\_\_ TSS \$ \_\_\_\_\_ Match \$ \_\_\_\_\_
- d. Grant Adjustment # \_\_\_\_\_ Date \_\_\_\_\_ TSS \$ \_\_\_\_\_ Match \$ \_\_\_\_\_

## **I. INTRODUCTION**

### **A. General Information**

This is an Education Program directed at the Spanish speaking population of east Multnomah County. Multnomah County is Oregon's most populous urban county. Within the county's boundaries are six incorporated cities, the largest being Portland with a population of 636,000 and the smallest being Maywood with a population of less than 1,000.

East Multnomah County is home to a large contingent of the Spanish speaking population residing within Multnomah County. Many of these individuals work in the businesses, including nurseries located outside the Urban Growth Boundary in east Multnomah County, and are without access to convenient public transportation for travel to and from the worksite.

### **B. TSS Grants Received During the Last Five Years:**

- a) 1990 90-AL-11-62 \$112,439
- b) 1991 J6-91-11-62 \$119,147
- c) 1992 J6-92-11-62 \$ 67,700
- d) 1996 J7-96-12-28 \$ 97,000

The above grants were utilized for DUII enforcement.

## **II. PROBLEM STATEMENT**

### **A. What is the Problem?**

In 1996, there were 7,101 injury motor vehicle accidents reported in Multnomah County. An additional 69 resulted in fatalities. Of these fatal and injury accidents, 1,105 occurred at night. In calendar year 1996, unincorporated Multnomah County incurred eleven motor vehicle fatalities. Consumption of alcohol by Spanish speaking drivers and excessive speed played a significant role in these fatalities.

### **B. What is currently being done to solve the problem and by whom?**

In 1996, one Oregon State Police Trooper and two Deputy Sheriff's, were selected to attend the ILISA Spanish Language Immersion Program in San Jose, Costa Rica with funds provided by the ODOT DUI Grant. On their return, each has been active in the education of Hispanic Community members regarding DUII laws, seatbelt and child safety seat requirements, insurance and licensing requirements.

**One deputy, Sergeant Wendy DeMarre, has contracted with El Programa Hispano to provide sixteen hours of Driver's Education training for members of the Hispanic Community with a minimum class of 15 individuals. Eight (8) classes were conducted with over 200 Spanish speaking individuals participating.**

**On completion of each class, the participants were provided transportation to a local DMV Field Office for testing. Ninety-Eight percent (98%) of participants passed the DMV written examination on their first attempt. Those individuals not successfully passing on the first attempt all passed on their subsequent attempt.**

**Upon completion of the written test, the instructors met individually with each student and a DMV representative to develop an individualized plan to overcome barriers preventing participants from being issued a driver's license. These barriers included such things as prior unpaid traffic tickets, the need for eyeglasses, and previous suspensions of driving privileges. (Instructors have arranged for free or low cost eye exams and glasses.)**

### **III. OBJECTIVES**

- a. Provide six Spanish Language driver's education classes for a minimum of ninety (90) students.**
- b. Make available six Spanish speaking law enforcement officers to police agencies to assist in DUII investigations and traffic stops involving Spanish speaking drivers.**

### **IV. PROPOSED ACTIVITIES**

#### **A. Major Activities**

**In addition to the Multnomah County Sheriff's Office, other agencies participating in this cooperative effort will include the officers selected for this training from one or more of the following agencies; the Oregon State Police, Portland Police Bureau, Troutdale Police Department, Gresham Police Department, and the Fairview Police Department. The Multnomah County Sheriff's Office Public Information Officer will work closely with local media so as to maximize public awareness of these efforts.**

**This educational effort will also target the Hispanic Community in high density population areas and areas with a high concentration of Hispanic employees, with an emphasis on licensing, liability insurance requirements and DUII laws.**

Participating agencies will be requested to submit names of eligible candidates to attend an intense Spanish Language immersion program located in San Jose, Costa Rica. Three officers will be selected by a panel of individuals comprised of representatives from the Hispanic Community, Mothers Against Drunk Driving, the Oregon Department of Transportation, and the Multnomah County DUI Advisory Board.

Selected officers will reside with a host family and attend Spanish Language school at the ILISA Language School during the day. Officers attending this training will be expected to participate in continuing Spanish Language education upon return to their departments and assist with educational projects in the Hispanic Community which meet or exceed the objectives outlined in this grant.

#### **B. Coordination**

Officers trained as a result of this and the previous years grant from the Oregon State Police, Portland Police Bureau, Troutdale Police Department, and the Fairview Police Department will join Deputies of the Multnomah County Sheriff's Office in the completion of activities outlined in this project.

Officers from each of these agencies will be encouraged to participate in the educational efforts directed at the Hispanic Community in the areas of traffic safety. They will also be made available to assist local police agencies with DUI investigations and traffic stops involving Spanish speaking drivers.

#### **C. Continuation**

Upon completion of the Grant, the Multnomah County Sheriff's Office will continue to provide educational programs for members of the Hispanic Community. This will be accomplished through the Driver's Education Programs, job site education and community meetings. The Multnomah County Sheriff's Office will also continue to make available Spanish speaking officers to assist local police agencies with DUI investigations and traffic stops involving Spanish speaking drivers.

### **V. EVALUATION PLAN**

#### **A. Evaluation Plan**

1. Were six Driver's Education classes provided in Spanish for a minimum of (90) students.

**2. Were six Spanish Speaking officers made available to assist local police agencies with DUII investigations and traffic stops involving Spanish speaking drivers.**

**B. Data Requirements**

**1. Data to be collected**

**C. Evaluation Design**

**Deputies and Officers assigned to this project will maintain a daily activities log. This log will record achievement of performance objectives on an ongoing basis. The Project Director will compile statistical information monthly and prepare a quarterly report from these logs.**

**D. Project Evaluation Preparation**

**A Project Evaluation will be submitted to TSS following the requirements given in the Agreements and Assurances, Section B, Paragraph 6.**

**VI. BUDGET AND COST SHARING**

**See enclosed budget.**

**VII. EXHIBITS**

**A. Exhibit A: Data Table**

**B. Exhibit B: Job Descriptions**

**C. Exhibit D: Conditions of Approval**

## VI. BUDGET AND COST SHARING

Agency/Project Title: Hispanic Driver's Education Program

Project Number: J7 98-12-04

Project Period: From Oct-97 Sep-98

Grant Adjustment No: \_\_\_\_\_

Grant Adjustment Date: \_\_\_\_\_

Project Year (1-2-3) 3

(Office Use Only)

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

	TSS FUNDS	MATCH	TOTAL
<b>1. <u>Salaries and Wages*</u></b>			
a. Staff assigned to project	\$4,242	\$5,981	\$10,223
0.1 FTE <u>Comm Serv. Coord @ \$2858/(hr,mo)=\$3429</u>			
0.05 FTE <u>Prog. Coord @ \$4253/(hr,mo)=\$2552</u>			
FTE _____ (title) @ \$ _____/(hr,mo)=\$ _____			
b. <u>101 Overtime hours @ \$42/hr (TSS)</u>			\$0
c. _____ Volunteer time hours @ \$ _____/hr			\$0
<b>2. <u>Employee Benefits</u></b>		\$2,073	\$2,073
<b>3. <u>Equipment (including films)</u></b>			\$0
a. _____			
b. _____			
c. _____			
d. _____			
<b>4. <u>Materials/Printing (specify item/quantity/cost of each)</u></b>			\$0
a. Reports (Title: _____)			
b. Brochures (Title: _____)			
c. Other (Specify: _____)			

\* Job descriptions for all positions assigned to grant .25 FTE or more must be included in Exhibit B.

VI. BUDGET AND COST SHARING

	TSS FUNDS	MATCH	TOTAL
5. <u>Overhead/Indirect Costs** (match only)</u>			\$0
6. <u>Other Project Costs</u>	\$1,753		\$1,753
Travel In-State			
Travel Out-of-State (specify what/where)	\$1,753		
<i>San Juan, Costa Rica</i>			
<i>ILISA Spanish Emulsion Program</i>			
Office Expenses (supplies, photocopy, telephone, postage)			\$0
Other Costs (specify)	\$4,005		\$4,005
a. <i>Tuition for ISILA Language Trng.</i>	\$4,005		
b.			
7. <u>Consult/Contractual Services ***(specify)</u>			\$0
<b>TOTAL</b>	\$10,000	\$8,054	\$18,054

**COST SHARING SUMMARY**

1. TSS Funds	\$10,000	55%
2. State (match)		
3. Local (match)	\$8,054	45%
4. Other (specify source):		
5. TOTAL COSTS	\$18,054	100%

\*\* Not eligible for TSS funding, but may be used as match. Use no more than 10% of item A.1., salaries, or use actual indirect costs and provide documentation.

\*\*\* TSS approval required prior to expenditures.

Exhibit A: Data Table for DUII Enforcement Project

Data Element	State Data					Local Data (Specify Source)				
	1992	1993	1994	1995	1996	1992	1993	1994	1995	1996
1. Accidents (Jurisdiction)*										
a. F&I										
b. Nighttime F&I										
c. DUII Arrests										
2. Accidents (County)										
a. F&I										
b. Nighttime F&I										
c. Total Fatalities (FARS)										
d. Total of C due to Alcohol (FARS)										

USE LOCAL DATA TO COMPLETE THIS SECTION

Data Element	October-December		January-March		April-June		July-September		Total for Grant	
	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
3. Accidents (Jurisdiction)*										
a. F&I (local data)										
b. Nighttime F&I										
c. Total Fatalities										
d. Total of C due to Alcohol										
4. Accidents (County)										
a. F&I										
b. Nighttime F&I										
c. Total Fatalities										
d. Total of C due to Alcohol										
5. Arrests (TSD-paid officers)										
a. Total DUII Arrests										
1. DUII Arrests under 21										
b. DWS misdemeanor										
c. DWS felony										
d. Minor in Possession										
1. 13-17										
2. 18-20										
e. Safety Belt Law										
6. Arrests (Department)										
a. Total DUII Arrests										
1. DUII Arrests under 21										
b. DWS misdemeanor										
c. DWS felony										
d. Minor in Possession										
1. 13-17										
2. 18-20										
e. Safety Belt Law										
7. Arrests (Total)										
a. Total DUII Arrests										
1. DUII Arrests under 21										
b. DWS misdemeanor										
c. DWS felony										
d. Minor in Possession										
1. 13-17										
2. 18-20										
e. Safety Belt Law										
8. Arrests (Total for county)										
a. Total DUII Arrests										
1. DUII Arrests under 21										
b. DWS misdemeanor										
c. DWS felony										
d. Minor in Possession										
1. 13-17										
2. 18-20										
e. Safety Belt Law										

Add data elements to track additional objectives here:

SPANISH DRIVERS Ed CLASSES	1		1	21	2		2		6	
----------------------------	---	--	---	----	---	--	---	--	---	--

**EXHIBIT B****INTEGRATED COMMUNITY SERVICES COORDINATOR  
(Nonexempt/Classified)****DEFINITION**

To perform non-sworn officer activities at community policing sites; assist children and families by coordinating and facilitating access to social services; conduct preventative patrols; respond to citizen complaints; and maintain liaison with citizens, social service agencies, and schools.

**SUPERVISION RECEIVED AND EXERCISED**

Receives direction from assigned management and supervisory staff.

May exercise supervision over volunteers and interns.

**EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:**

Assess social service needs within a family unit, including the areas of drug and alcohol abuse; economic hardship; domestic violence and intra-family conflicts; educational barriers, truancy, and school dropout problems; gang activity; suicide prevention and intervention.

Contact appropriate social or human service agencies; make referrals or advise families of available resources.

Identify at-risk youth; provide counseling and make referrals to appropriate service providers, as necessary; promote and participate in diversion programs for youth who are in the juvenile justice system.

Perform crisis intervention, counseling, and one-on-one and group mediation to achieve conflict resolution; facilitate anger-control and other groups; consult with supervisor or higher level professional staff for resolution to more serious problems.

Work closely with area schools in developing strategies to combat truancy, drop out rates, vandalism and criminal activities; present programs and training sessions to grade and high school students.

Obtain and maintain community involvement and commitment to area children, youth and families; build a community support network; facilitate public interaction to build trust and confidence in the activities at community policing sites.

Identify available jobs and perform job placement activities for juveniles; maintain liaison with organizations and businesses to develop work programs; counsel youth on how to apply and interview for positions; refer youth to employers.

Develop and perform fund raising activities to provide items for under-privileged children and families; coordinate, organize, and monitor field trips and other recreational and educational activities for youth; obtain donations from area businesses and tickets to community events.

Write grants for various projects to meet the needs of families in the community.

Conduct preventative patrols; check unusual situations; respond to citizen complaints and concerns; maintain rapport with community members.

Interview citizens in person and on the telephone concerning specific illegal or criminal activities; obtain and convey information needed to assist law enforcement officers and other officials to investigate and build cases.

Maintain effective working relationships with those contacted in the course of work, including various social service agencies, community groups, neighborhood associations, schools, juvenile counselors, parole and probation officers, and law enforcement officers.

Attend and facilitate meetings; participate on committees; make public presentations to civic, community and business groups to promote the activities of community policing.

## INTEGRATED COMMUNITY SERVICES COORDINATOR

Page 2

Maintain daily records of activities, contacts, complaints, counseling and referrals; prepare reports as necessary.

Perform related duties as assigned.

### QUALIFICATIONS

#### Knowledge of:

Principles, practices and procedures of Multnomah County Sheriff's Office.

Methods and techniques of crime prevention, social counseling and public relations.

Community resources available for troubled children, youth and families.

Conflict resolution techniques.

Effective listening and communications techniques and methods.

Basic report preparation techniques.

English usage, spelling, grammar, and punctuation.

Pertinent Federal, State and local laws, codes and regulations.

#### Ability to:

Effectively administer a variety of community service and security activities.

Assess needs, identify resources and coordinate services for children, youth and families in need.

Effectively counsel troubled children, youth and families and mediate disputes to affect conflict resolution.

Detect criminal behavior and identify at-risk individuals and families.

Respond effectively to citizen complaints and concerns.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Gain cooperation through discussion and persuasion.

Analyze situations quickly and objectively to determine proper course of action.

Communicate clearly and concisely, both orally and in writing.

Obtain and maintain support and commitment from area businesses and community groups.

Work effectively with persons of all ages from various socio/economic, cultural and ethnic groups.

Interpret and apply applicable Federal, State and local laws, codes and regulations.

Maintain records and prepare concise, timely and accurate written reports.

Make public presentations on a variety of subjects such as crime prevention, personal safety, employment opportunities and community policing.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities will be considered. A typical way to obtain the knowledge and abilities would be:

Experience: Two years of responsible social welfare, counseling, or community service experience.

AND

Training: Equivalent to a bachelor's degree from an accredited college or university with major course work in criminal justice, psychology, sociology, social work, or a related field.

AND

License: Possession of, or ability to obtain, a valid driver's license.

## Exhibit D: Conditions of Approval

### 410 Funds

The agency receiving Section "410" Alcohol Traffic Safety Funds certifies it will maintain its aggregate expenditures from all other sources for its drunk driving prevention programs at or above the average level of such expenditures in fiscal years 1990 and 1991.

### Other Funds

## VIII. AGREEMENTS AND ASSURANCES

The following Agreements and Assurances apply to all grants funded by the Transportation Safety Section (TSS), Oregon Department of Transportation:

### A. General

1. The activity described in this grant is undertaken under the authority of Title 23, United States Code, Sections 402-410, and is subject to the administrative regulations established by OMB Circulars A-21, A-87, A-122, A-128, A-133, 23 CFR Chapter II, 45 CFR Part 74, 48 CFR Part 31, 49 CFR Part 18, Part 19, and the Highway Safety Grant Funding Policy for NHTSA/FHWA Field-Administered Grants.
2. Any federal funds committed shall be subject to the continuation of funds made available to TSS by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) by statute or administrative action.
3. The grantee shall ensure compliance with 49 CFR Part 18.42 which addresses retention and access requirements for grant-related records. The state, the federal grantor agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any books, documents, papers or other records of the grantee which are pertinent to the grant. These records must be retained for a period of three years starting on the date the grantee submits its final request for reimbursement for this grant.
4. Any obligation of grant funds extends only to those costs incurred by the grantee after authorization has been given to proceed with the particular part of the program involving costs.
5. Grant funds shall not be used for activities previously carried out with the grantee's own resources (supplanting).
6. Income earned through services conducted through the project should be used to offset the cost of the project and be included in Section VI, Budget and Cost Summary.
7. The grantee shall ensure that all grant-related expenditures are included as a part of entity-wide audits conducted in accordance with the Single Audit Act of 1984 (31 USC 7561-7). The grantee shall provide TSS a copy of all Single Audit Reports covering the time period of the grant award as soon as they become available. Federal funds received are Catalog of Federal Domestic Assistance (CFDA) number 20.600, State and Community Highway Safety Program.
8. The grantee shall promptly reimburse TSS for any ineligible or unauthorized expenditures as determined by a state or federal review for which grant funds have been claimed and payment received.

9. The grantee and its contractors cannot use federal funds to influence federal employees, members of Congress, and Congressional staff regarding specific grants. The grantee and its contractors must submit disclosure documentation when non-federal funds are used to influence the decisions of federal officials on behalf of specific projects. Signing this Agreement constitutes a certification of compliance with these lobbying restrictions.
10. The grantee, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656-017, which requires them to provide workers' compensation coverage for all their subject workers.
11. The grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in the Oregon Department of Administrative Services Administrative Rules (Oregon Administrative Rules, Chapter 125; and Oregon State Law, including ORS Chapter 279, and in particular ORS 279.312, ORS 279.314, ORS 279.316, and ORS 279.320).
12. The grantee shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, the Oregon Transportation Safety Committee, the Department of Transportation, the Transportation Safety Section, and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this Agreement, except for claims arising out of the negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

### B. Project Director's Responsibilities

The Project Director is responsible for fulfilling this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The Project Director shall:

1. Establish or use an accounting system that conforms to generally accepted accounting principles, and ensure that source documents are developed which will reliably account for the funds expended.
2. Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are funded at 0.25 FTE or more.
3. Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.
4. Complete a Quarterly Highway Safety Project Report, including a Data Table as provided in Section VII, Exhibit A. Each report must be signed by the Project Director or the Designated Alternate, and submitted to

TSS by the tenth of the month following the close of each calendar quarter for the duration of the grant period. The Designated Alternate is someone who is given the authority to sign Quarterly Highway Safety Project Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

5. Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred, using the form provided by TSS. Copies of invoices and/or receipts for all specified items must be submitted to TSS on request with the Claim for Reimbursement. Claims may be submitted monthly, and must be submitted at least quarterly. Claims must be signed by the Project Director or the Designated Alternate; duplicated signatures will not be accepted. The Designated Alternate is someone who is given the authority to sign Claims for Reimbursement for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.
6. Prepare a project evaluation report in accordance with the Evaluation Plan described in the grant document. The report will be no more than ten pages and will include the following elements:
  - a. A summary of the project including problems addressed, objectives, major activities, and accomplishments as they relate to the objectives.
  - b. A summary of the costs of the project including amount paid by TSS, funded agency, other agencies, and private sources. The amount of volunteer time should be identified.
  - c. Discussion of implementation process so that other agencies implementing similar projects can learn from your experiences. What went as planned? What didn't work as expected? What important elements made the project successful or not as successful as expected?
  - d. Responses to Evaluation Questions. List each question and answer. Refer to Data Table.
  - e. Completed Data Table.

A final report must be submitted within 35 days following the last day of the grant period.

#### C. Project Revision

1. Any proposed changes in the project objectives, key project personnel, time period, or budget must be requested in writing, and receive the approval of TSS. A Grant Adjustment Form will be signed by both TSS and the grantee.
2. Any time extension in the project period must be requested at least six weeks prior to the end of the project period and approved by the federal grantor agency if federal funds are involved.

#### D. Non-Discrimination Assurance

1. The grantee and its contractors will comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by 49 CFR parts 21 and 27, and with the

Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor regulations 41 CFR Part 60, and shall ensure that no person shall on the grounds of race, color, creed, sex or national origin be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity under this project.

2. The grantee and its contractors shall ensure that employment and procurement of goods and services made in connection with the project will be provided without regard to race, color, national origin or handicap.
3. The grantee and its contractors shall take all necessary affirmative steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises and/or business enterprises owned and controlled by women have the maximum opportunity to compete for and to perform contracts.
4. The grantee and its contractors shall ensure that no otherwise qualified handicapped person shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to this grant.
5. The grantee shall ensure that any contracts and subcontracts awarded in excess of \$10,000 shall contain a provision requiring compliance with the standards set in paragraphs 1 through 4 of this section.

#### E. Contracts and Other Service Agreements

1. Any contracts or other service agreements that are entered into by the grantee as part of this project shall be reviewed and approved by TSS to determine whether the work to be accomplished is consistent with the objectives of the project, and whether the provisions of paragraphs 2 through 4 of this section are considered.
2. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in this section or the provision that no subcontracts shall be awarded.
3. The grantee shall ensure that each contractor adhere to applicable requirements established for the grant and that each contract include provisions for the following:
  - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
  - b. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
  - c. Access by the grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized

representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed.

- d. Notice of grantor agency requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and requirements and regulations pertaining to copyrights and rights in data.
  - e. Requirements given in Section A. 9-12.
4. Where applicable, contracts shall include the following provisions.
    - a. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for the settlement. (Contracts in excess of \$10,000)
    - b. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60). (Contracts in excess of \$10,000)
    - c. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5). (Contracts in excess of \$2,500)
    - d. Bidders, proposers, and applicants must certify that neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal agency or department. (Contracts in excess of \$25,000)

#### F. Travel

1. The grantee shall keep a record of all significant travel. In-state trips outside the grantee's jurisdiction should be summarized on Quarterly Highway Safety Project Reports.
2. All out-of-state travel must be approved by TSS. To receive authorization, the grantee shall submit a letter detailing the need, cost, and dates of travel at least two weeks prior to the planned departure date. Reports on out-of-state trips shall be submitted to TSS within two weeks of return.
3. Reimbursement will only be authorized for travel of persons employed by the grantee in project-related activities unless prior written approval is granted by TSS.

#### G. Development of Printed or Production Materials

1. The grantee shall provide TSS with draft copies of all materials developed using grant funds. TSS may suggest revisions and will approve production.

2. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using grant funds shall include a statement crediting TSS and federal participation.
3. Materials produced through this project shall be provided to TSS for its use and distribution and may not be sold for profit by either the grantee or another party.

#### H. Equipment Purchased with Grant Funds

1. A Residual Value Agreement shall be completed and submitted to TSS if grant funds are used in whole or in part to acquire any material or equipment costing over \$5,000. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item should be attached to the signed agreement. All equipment should be identified with a property identification number.
2. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.
3. Material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the project continues to be supported by grant funds. Ownership of equipment acquired with grant funds shall be vested with the grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the grantee.
4. If any material or equipment ceases to be used in project activities, the grantee agrees to promptly notify TSS. In such event, TSS may direct the grantee to transfer, return or otherwise dispose of the equipment.

#### I. Debarment

The grantee, in accepting this Agreement, certifies that the agency or its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any state or federal agency or department.

#### J. Termination

1. The TSS may terminate this Agreement for convenience in whole or in part whenever:
  - a. The requisite state and/or federal funding becomes unavailable through failure of appropriation or otherwise; or,
  - b. The requisite local funding to continue this project becomes unavailable to grantee; or,
  - c. Both parties agree that continuation of the project would not produce results commensurate with the further expenditure of funds.



BUDGET MODIFICATION NO.

DLS 1

(For Clerk's Use) Meeting Date NOV 25 1997

Agenda No. C-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Library

DIVISION

CONTACT Becky Cobb

TELEPHONE 248-5499

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

SUGGESTED

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

Budget Modification reducing estimated Beginning Balance in the Library Fund by \$180,403 and making corresponding appropriation reductions.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet. The adopted budget assumed \$1,320,181 of 1996-7 revenue in the Library Fund would remain unspent and available for reappropriation in 1997-98. The actual unspent balance (unaudited) was \$1,139,778. This modification reduces the appropriations made that were based on the higher amount.

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

BOARD OF COUNTY COMMISSIONERS
97 NOV 10 PM 5:12
MULTNOMAH CO
OREGON

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

General Fund Contingency before this modification \$ 2,381,434
Date
After this modification \$ 2,369,995

Originated By Becky Cobb Date 11/6/97 Department Director Jim Logan Date
Plan/Budget Analyst David C. Sharron Date 11/10/97 Employee Services Date
Board Approval Deborah C. Bogstad Date 11/25/97



EXPENDITURE												
TRANSACTION EB GM [ ]			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	(Decrease)	Subtotal	Description
		162	080	8360			6700		(199,327)	(199,327)		
		162	080	8360			7100		(13,495)	(13,495)		
		162	080	8420			6120		20,109	20,109		
		162	080	8420			7100		1,362	1,362		
		162	080	8425			6650		(50,375)	(50,375)		
		162	080	8425			7100		(3,410)	(3,410)		
		162	080	8430			5200		(1,275)	(1,275)		
		162	080	8430			7100		(87)	(87)		
		162	080	8460			6230		61,904	61,904		
		162	080	8460			7100		4,191	4,191		
									0			
		100	075	9120			7700		(11,439)	(11,439)		
									0			
									0			
									0			
TOTAL EXPENDITURE CHANGE										(191,842)	0	

REVENUE												
TRANSACTION RB GM [ ]			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Rev Srce	Amount	Amount	(Decrease)	Subtotal	Description
									0			
		162	080	8110			0500		(52,000)	(52,000)		
		162	080	8201			0500		52,000	52,000		
		162	080	9120			0500		(180,403)	(180,403)		
		100	075	7410			6635		(11,439)	(11,439)		
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										(191,842)	0	

## SUPPLEMENTAL STAFF REPORT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Ginnie Cooper, *Ginnie* Director of Libraries

DATE: November 6, 1997

RE: Budget Modification DLS #1

---

1. Recommendation/Action Requested:

Request approval to reduce the estimated Beginning Balance in the Library Fund by \$180,403.

2. Background/Analysis:

The adopted budget assumed \$1,320,181 of 1996-97 revenue in the Library Fund would remain unspent and available for reappropriation in 1997-98. The actual spending accomplished in 1996-97 was higher than estimated and this modification reduces the appropriations that were based on the higher amount. The remaining balance is \$1,139,778.

3. Financial Impact:

No real financial impact. More actual spending was accomplished last year than originally estimated so less carryover is necessary.

4. Legal Issues:

None

5. Controversial Issues:

N/A

6. Link to Current County Policies:

N/A

7. Citizen Participation:

N/A

8. Other Government Participation:

N/A

**BUDGET MODIFICATION NO.**

HD 7

NOV 25 1997

(For Clerk's Use) Meeting Date

Agenda No.

C-4

**1. OR PLACEMENT ON THE AGENDA FOR**

(Date)

DEPARTMENT

Health

DIVISION Primary Care

CONTACT

Tom Fronk

TELEPHONE 248-3056 x24274

**3) OF PERSON MAKING PRESENTATION TO BOARD**

**SUGGESTED**

**AGENDA TITLE**

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

Approve personnel adjustments in various work units; changes in personnel in the centralized appointment and triage units; addition of personnel for prequalification units at clinic sites; and additional personnel in Primary Care Management. All changes and additions are funded from within the current budget.

(Estimated Time Needed on the Agenda)

**2. DESCRIPTION OF MODIFICATION**

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This action adds 5.25 FTE for prequalification offices in the clinics; adds .9 nutritionist to supplement medical treatment for clients with chronic conditions such as diabetes and coronary artery disease; converts part-time funds in the Primary Care Management to 1.5 FTE Health Services Administrator to redesign systems, implement quality improvement, and work towards accreditation by The Joint Commission on Accreditation for Health Organizations. All personnel changes and additions are funded from with the current budget and no additional dollars are requested.

**3. REVENUE IMPACT**

(Explain revenues being changed and reason for the change)

**4. CONTINGENCY STATUS**

(to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By <i>Sharon Armstrong</i>	Date <i>11/18/97</i>	Department Director <i>Belli Ardyard</i>	Date <i>11/4/97</i>
Plan/Budget Analyst <i>Mary Ann</i>	Date <i>11-4-97</i>	Employee Services <i>Susan Daniels</i>	Date <i>11/4/97</i>
Board Approval <i>Wesley C. Boagsto</i>	Date <i>11/25/97</i>		

MULTNOMAH COUNTY BOARD OF COUNTY COMMISSIONERS  
 NOV 18 PM 5:00  
 OREGON

**PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.**

**HD 7**

**5. ANNUALIZED PERSONNEL CHANGES**

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

FTE Increase (Decrease)	POSITION TITLE		ANNUALIZED				
			BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)	
				Fringe	Ins.		
0.10	6340	0725	Nutritionist	4,282	769	524	5,575
2.00	9693	0701	Health Svcs Admin	99,326	17,403	6,520	123,249
2.00	6001	0703	Office Asst 2	28,132	4,430		32,562
2.00	6294	0704	Health Assistant	25,157	3,427	7,250	35,834
1.00	6295	0707	Social Worker	40,748	7,317	4,575	52,640
1.00	9696	0707	Health Svcs Spec	53,880	13,867	4,548	72,295
4.50	6027	0708	Fiscal Asst/Sr	131,530	23,610	20,210	175,350
6.00	6028	0708	Fiscal Asst.	165,374	29,684	30,000	225,058
-1.00	6294	0710	Health Assistant	(28,970)	(5,201)	(3,461)	(37,632)
-1.00	6314	0710	Nurse Prac	(46,052)	(16,500)	(7,299)	(69,851)
-3.00	9692	0710	Health Op Supv	(191,447)	(34,365)	(21,154)	(246,966)
-0.20	6314	0715	Nurse Prac	(12,092)	(2,037)	(5,520)	(19,649)
-0.63	6336	0715	X-ray Tech	0	(98)	0	(98)
-0.70	6295	0720	Social Worker	(19,031)	(3,352)	(2,322)	(24,705)
-0.30	6315	0720	CH Nurse	(42,530)	(8,021)		(50,551)
0.20	6340	0730	Nutritionist	8,563	1,537	1,049	11,149
-0.05	9490	0720	Physician	(4,921)	674	(328)	(4,574)
0.22	6333	0725	Lab Technician	0	0	0	0
0.15	6340	0725	Nutritionist	6,423	1,153	636	8,212
-0.08	9490	0725	Physician	(16,149)	(2,895)	1,707	(17,337)
-1.31	6303	0730	Cler Unit Sup	(32,365)	(5,825)	(6,532)	(44,722)
0.20	6340	0730	Nutritionist	8,563	1,537	1,049	11,149
0.55	6333	0735	Lab Technician	15,186	2,637	1,843	19,666
0.15	6340	0725	Nutritionist	6,423	1,153	636	8,212
0.20	6340	0730	Nutritionist	8,563	1,537	1,049	11,149
							0
12.00	TOTAL CHANGE (ANNUALIZED)			\$208,594	\$32,441	\$34,980	\$276,015

6. YEAR PERSONNEL DOLLAR CHANGES

HD 7

(Calculate costs/savings that will take place this FY; these

Permanent Positions, Temporary, Overtime, or Premium	JCN	Org	Explanation of Change	CURRENT FY			TOTAL Increase (Decrease)
				BASE PAY Increase (Decrease)	Increase/(Decrease)		
					Fringe	Ins.	
0.10	6340	0701	Nutritionist	4,282	769	524	5,575
1.57	9693	0701	Health Svcs Admin	89,326	14,703	5,980	110,009
1.97	6001	0703	Office Asst 2	28,132	4,430	0	32,562
1.50	6294	0704	Health Assistant	18,915	2,577	5,577	27,069
1.00	6295	0707	Social Worker	40,748	7,317	4,575	52,640
0.85	9696	0707	Health Svcs Spec	46,052	11,852	3,887	61,791
2.25	6027	0708	Fiscal Asst/Sr	65,765	11,805	10,105	87,675
3.00	6028	0708	Fiscal Asst.	82,687	14,842	15,000	112,529
-1.00	6294	0710	Health Assistant	(28,970)	(5,201)	(3,461)	(37,632)
-1.00	6314	0710	Nurse Prac	(46,052)	(16,500)	(7,299)	(69,851)
-2.34	9692	0710	Health Op Supv	(143,945)	(25,839)	(15,906)	(185,690)
-0.20	6314	0715	Nurse Prac	(12,092)	(2,037)	(5,520)	(19,649)
-0.63	6336	0715	X-ray Tech	0	(98)	0	(98)
-0.55	6295	0720	Social Worker	(13,031)	(2,352)	(1,608)	(16,991)
-0.30	6315	0720	CH Nurse	(42,530)	(8,021)	0	(50,551)
0.20	6340	0720	Nutritionist	8,563	1,537	1,049	11,149
-0.05	9490	0720	Physician	(4,921)	674	(328)	(4,575)
0.22	6333	0725	Lab Technician	0	0	0	0
0.10	6340	0725	Nutritionist	4,282	769	424	5,475
-0.08	9490	0725	Physician	(16,149)	(2,895)	1,707	(17,337)
-1.31	6303	0730	Cler Unit Sup	(32,365)	(5,825)	(6,532)	(44,722)
0.20	6340	0730	Nutritionist	8,563	1,537	1,049	11,149
0.40	6333	0735	Lab Technician	11,044	1,982	1,418	14,444
0.10	6340	0735	Nutritionist	4,282	769	424	5,475
0.20	6340	0745	Nutritionist	8,563	1,537	1,049	11,149
6.20							
<b>TOTAL CURRENT FISCAL YEAR CHANGES</b>				<b>\$81,149</b>	<b>\$8,332</b>	<b>\$12,114</b>	<b>\$101,595</b>

EXPENDITURE												
TRANSACTION EB GM [ ]		TRANSACTION DATE			HD 7	ACCOUNTING PERIOD					BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	(Decrease)	Subtotal	Description
		156	015	0701			5100			93,608		
		156	015	0701			5200			(101,595)		
		156	015	0701			5500			15,472		
		156	015	0701			5550	5500		6,504	13,989	
		156	015	0701			7100			1,765	15,754	
		156	015	0703			5100			28,132		
		156	015	0703			5500			4,430	32,562	
		156	015	0703			7150			11,700		
		156	015	0703			7250			5,180		
		156	015	0703			7400			14,328		
		156	015	0703			7560			1,450	65,220	
		156	015	0703			7100			8,231	73,451	
		156	015	0704			5100			18,915		
		156	015	0704			5500			2,577		
		156	015	0704			5550			5,577	27,069	
		156	015	0704			7150			10,000		
		156	015	0704			7250			7,400		
		156	015	0704			7400			14,328	58,797	
		156	015	0704			7100			7,420	66,217	
		156	015	0707			5100			86,800		
		156	015	0707			5500			19,169		
		156	015	0707			5550			8,462	114,431	
		156	015	0707			7100			14,441	128,872	
		156	015	0708			5100			148,452		
		156	015	0708			5500			26,647		
		156	015	0708			5550			25,105	200,204	
		156	015	0708			7150			3,364		
		156	015	0708			7250			2,960	206,528	
		156	015	0708			7100			26,064	232,592	
		156	015	0710			5100			(218,967)		
		156	015	0710			5500			(47,540)		
		156	015	0710			5550			(26,666)	(293,173)	
		156	015	0710			7100			(36,998)	(330,171)	



REVENUE													
TRANSACTION RB GM [ ]			TRANSACTION DATE			HD 7		ACCOUNTING PERIOD				BUDGET FY	
Document				Organi-		Reporting		Current	Revised	Change			
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	(Decrease)	Subtotal	Description	
		156	015	0701			7601			15,754			
		156	015	0703			2088			73,451		0	
		156	015	0704			2088			9,121			
		156	015	0704			7601			57,096			
		156	015	0705			7601			3,334			
		156	015	0707			2088			128,872			
		156	015	0708			2088			201,299			
		156	015	0708			7601			27,959			
		156	015	0710			2088			(330,171)			
		156	015	0715			7601			(22,239)			
		156	015	0720			7601			(68,661)			
		156	015	0725			2088			(82,572)			
		156	015	0725			7601			(10,421)			
		156	015	0730			7601			(37,810)			
		156	015	0735			7601			22,432			
		156	015	0745			7601			12,556			
		402	030	7990			6602			25,064			
		403	030	7950			6602			15,540			
		410	030				6602			28,656			
		404	030	7345			6602			1,450			
									0				
TOTAL REVENUE CHANGE										70,710	0		









# MULTNOMAH COUNTY, OREGON

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

HEALTH DEPARTMENT  
BUSINESS SERVICES  
McCOY BUILDING  
426 SW STARK  
PORTLAND, OR 97204  
PHONE (503) 248-3056

---

TO: Board of County Commissioners

FROM: Billi Odegaard

TODAY'S DATE: Nov. 1, 1997

REQUESTED PLACEMENT DATE: Nov. 25, 1997

SUBJECT: Health Budget Modification Number 7

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## **I. Recommendation / Action Requested:**

Approve personnel changes in various work units to reflect current staffing. Add 5.25 Fiscal Assistant FTEs for customer service prequalification offices in the clinics, .9 Nutritionist, and 1.5 Health Services Administrator. The action also makes changes in FTEs in various other job classes resulting in a reduction of 1.52 FTE. This combined with the 7.72 added listed above results in an overall adds of 6.2 FTE. All changes and additions are funded from within the current budget.

## **II. Background / Analysis:**

The centralized appointment and triage units and the prequalification units at the clinic sites are included in the action plans for Primary Care in the 1997/98 adopted budget. The prequalification units are being added to the clinics to enhance customer service and revenue collection. The nutritionist is needed to supplement medical treatment for clients with chronic conditions such as diabetes and coronary artery disease. Nutritionists for the WIC Program were moved to the Neighborhood Health Division in the 1997/98 budget. The Health Services Administrator FTEs are needed to redesign systems, implement quality improvement, and work towards accreditation by The Joint Commission on Accreditation for Health Organizations.

## **III. Financial Impact:**

The additional FTE were funded from savings obtained by making cuts in the annual level of funding for the North and East Clinics that brought them to a level commensurate with cuts absorbed in the other clinics. Savings were also taken from turnover in positions when the salary of the new employee was at a lower step.

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

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

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

**VII. Citizen Participation: NA**

**VIII. Other Government Participation: NA**

RECEIVED

NOV 19 1997

AGING SERVICES DEPARTMENT

MEETING DATE: NOV 25 1997  
AGENDA NO: C-5  
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Revenue intergovernmental agreement with City of Fairview for senior services

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

REGULAR MEETING: DATE REQUESTED: November 25, 1997  
AMOUNT OF TIME NEEDED: consent calendar

DEPARTMENT: Aging and Disability Services DIVISION: \_\_\_\_\_

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE #: 248-3620 / X26841  
BLDG/ROOM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: consent (Jim McConnell)

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Approval of Contract # 400108, an intergovernmental revenue agreement in the amount of \$1,500 with the City of Fairview, continuing a partnership for a coordinated approach to senior services in East Multnomah County for the period July 1, 1997 through June 30, 1998.

12/15/97 ORIGINALS to CAROLINE SULLIVAN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: Mary Shortall for J.M.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
97 NOV 20 11 43 AM  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

AGING SERVICES DEPARTMENT  
AREA AGENCY ON AGING  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620  
TDD: 248-3683 FAX: 248-3656

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

## MEMORANDUM

TO: Beverly Stein, Board Chair

FROM: Jim McConnell, Director *JMS for J.M.*

DATE: November 10, 1997

SUBJECT: FY 1997-98 Intergovernmental Revenue Agreement # 400108 with City of Fairview

Retroactive Status: This agreement is retroactive to July 1, 1997. To insure that this contract is consistent with other East County city contracts, the contract was held pending completion of the City of Gresham contract which was approved by the City of Gresham on November 5, 1997.

I. Recommendation: Aging and Disability Services recommends Board of County Commissioner approval of the attached Intergovernmental Revenue Agreement #400108 with the City of Fairview, for the period July 1, 1997 through June 30, 1998.

II. Analysis/Background: This agreement continues a formal partnership with the City of Fairview to implement coordinated strategies to serve older residents living in the Fairview area.

To improve access to services for East County residents, Aging and Disability Services (ADS) opened a new East County Medicaid Branch in June 1996, co-located with the new East County District Senior Center. ADS contracts with the YWCA of Greater Portland for the operation of the East County District Center and provision of Focal Point Leadership, Case Management and Integrated Access Services consisting of Information and Assistance, Rural Outreach, and Activities Coordination.

Through the partnership defined in this agreement, the City of Fairview will work cooperatively with Branch and District Center staff, the Cities of Gresham and Troutdale, Loaves and Fishes and Gresham Seniors United. In addition, the City of Fairview will contribute \$1,500 during FY98 towards the support of the contracted Integrated Access services provided by the YWCA through the East County District Center. Funds for Activities Coordination will be subcontracted by the YWCA to Gresham Seniors United, a private non-profit organization which operates the Gresham Senior Center, located in a County facility in downtown Gresham.

County staff have set up a tracking system to document the effectiveness of the outreach and other access activities for residents in each East County area.

III. Fiscal Impact: The agreement provides \$1,500 of City of Fairview general funds to come in a single payment to the County to support outreach and other access services at the East County District Center. These funds are budgeted.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: Included in Area Plan for Aging Services

VII. Citizen Participation: The East County Senior Coalition has been active in the planning and development process for East County Aging Services. This group will continue as an advisory committee for the East County District Center.

VIII. Other Government Participation: The Aging Services Department is developing similar agreements with the Cities of Gresham and Troutdale for shared costs of outreach and other access services for residents in East County. The contract with the YWCA is funded by Federal, State and County General Funds in addition to the dollars from the East County Cities.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract# 400108  
Amendment# \_\_\_\_\_

Multnomah County Oregon

<b>CLASS I</b> <input type="checkbox"/> Professional Services Under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP Exemption) <input type="checkbox"/> PCR Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-5</u> DATE <u>11/25/97</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	--	--

Department Aging and Disability Services Division \_\_\_\_\_ Date 11/17/97  
 Contract Originator Caroline Sullivan / Rosane Costanzo Phone 248-3620 Bldg/Rm 161/3rd  
 Administrative Contact Caroline Sullivan / Kathy Gillette Phone 248-3620 Bldg/Rm 161/3rd  
 Description of Contract Continues partnership with the City of Fairview for provision of East County Aging Services and transmits funds from Fairview to County.  
 RFP/BID# \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_  
 ORS/AR# \_\_\_\_\_ Contractor is  MBE  WBE  QRF  NOT APPLICABLE

Contractor Name City of Fairview  
 Mailing Address PO Box 337  
Fairview, OR 97024  
 Phone 665-7929  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date 7/01/97  
 Termination Date 6/30/98  
 Original Contract Amount \$ 1,500.00  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 1,500.00

Remittance Address \_\_\_\_\_  
 (If different) \_\_\_\_\_  
 Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
 Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements Contract - Requisition Required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements not to exceed \$ \_\_\_\_\_  
 Encumber  Yes  No

### REQUIRED SIGNATURES:

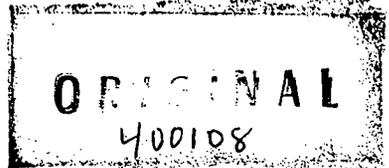
Department Manager Mary Shortall for J.M. Date November 17, 1997  
 Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_  
 (Class II contracts Only)  
 County Counsel Katie Gault Date 11/19/97  
 County Chair/Sheriff Mark Stei Date November 25, 1997  
 Contract Administration \_\_\_\_\_ Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME			TOTAL AMOUNT		\$		
Line No.	Fund	Agency	Organization	Sub Org	Activity	Object/Rev Src	Sub Obj	LGFS Description	Amount	INC/DEC IND
01	156	011	1750			2788			1,500.00	

\* if additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE

INTERGOVERNMENTAL AGREEMENT  
CITY OF FAIRVIEW AND MULTNOMAH COUNTY



COORDINATION OF SERVICES AND PROGRAMS  
FOR OLDER RESIDENTS OF THE FAIRVIEW AREA  
1997-1998

SECTION I. INTRODUCTION

This agreement is between the City of Fairview, hereinafter called CITY, and Multnomah County, hereinafter called COUNTY. The purpose of this agreement is to initiate a partnership between Multnomah County and the cities of East Multnomah County, including Gresham, Fairview, and Troutdale, with the goal to better serve older adults who live in East Multnomah County. This agreement, subject to execution by all parties, will improve services and opportunities for senior citizens in the Fairview Area for the period July 1, 1997 through June 30, 1998.

SECTION II. RECITALS

A. WHEREAS, CITY desires to offer opportunities to access services to its residents, including senior adults; and

B. WHEREAS, COUNTY, as the designated Area Agency on Aging (AAA) for Multnomah County, has the responsibility to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County in accordance with provisions of the Area Plan required through the Older Americans Act of 1965, as amended; and

C. WHEREAS, COUNTY through its Annual Plan for 1995-1999 maintains sub-planning and service area districts within COUNTY boundaries; and

D. WHEREAS, East Multnomah County, including the City of Fairview and adjacent cities and communities has been designated such a sub-planning and service area district; and

E. WHEREAS, East County Senior Coalition has been designated the citizens advisory committee for the East Multnomah County Senior Services District; and

F. WHEREAS, the CITY and COUNTY have identified priority areas that create natural links between COUNTY senior support services and CITY; and

G. WHEREAS, COUNTY policy regarding District Centers is to contract with private non-profit organizations for the delivery of District Center services; and

H. WHEREAS, COUNTY is currently providing District Center services for the East Multnomah County District through a contract with the YWCA on an interim basis through December 31, 1997 and will select a contractor through the County's standard competitive procurement process for the period January 1, 1998 through June 30, 1998, renewable annually through June 30, 2000; and

I. WHEREAS, the YWCA is sub-contracting with Gresham Seniors United to provide activity development to coordinate with the YWCA's Senior Outreach Activities for East County residents, as described in Attachment A;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. COUNTY and CITY will create a partnership to (1) provide services and activities which support elderly residents in the Fairview Area to remain in their own homes and communities through a system of information, outreach activities and services; and (2) to engage in other community partnerships to coordinate a broad array of services and activities which enhance life for senior citizens who live in East Multnomah County.

B. The parties mutually agree that the administrative authority for COUNTY shall be the Director of Aging and Disability Services and for CITY shall be the City Administrator. The designated contact person for COUNTY shall be the Manager, Community Access Unit, Aging and Disability Services, or designee, and for CITY shall be the City Administrator.

SECTION IV: AGREED/COUNTY

A. COUNTY shall perform, within the boundaries of the East County Senior Services District, all services to the elderly prescribed by the Annual Plan and approved by State, including services available through the Older Americans Act of 1965, as amended, Oregon Project Independence, and Title XIX, Medicaid.

These services shall include

- information and assistance
- case management
- arrangement for services such as:
  - o in-home
  - o day care
  - o respite care
  - o transportation
- outreach to the isolated, frail and vulnerable seniors
- legal services
- meals
- protective services for adults
- housing alternatives
- Food Stamps and medical assistance for low-income elderly residents

B. COUNTY shall provide leadership to address issues of concern to older adults, in accordance with the provisions of the Older Americans Act. This will include development and implementation of community partnerships working towards the development of a highly visible multipurpose senior service and activity center, referred to as a Focal Point, centrally located in the East County area.

C. COUNTY will hold intact the AAA policy of contracting for Older Americans Act services and developing and implementing a single entry system.

D. COUNTY agrees to provide, at 6 month intervals, standardized participant information about the residents of East Multnomah County who gain access to services through COUNTY programs and the utilization of COUNTY services in identified East Multnomah County areas, including the Fairview area.

SECTION V: AGREED/CITY

A. CITY will work cooperatively with other East Multnomah County entities, including the cities of Gresham and Troutdale, to optimize resources to meet the needs of older residents.

B. CITY shall designate a person or persons to represent the City of Fairview in ongoing cooperative planning and program coordination.

SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. COUNTY agrees to provide funding in the estimated amount of \$1,014,275 during the period July 1, 1997 through June 30, 1998 for Medicaid programs for residents of East Multnomah County and an estimated \$224,000 from City, County, State and Federal resources for information and assistance, outreach, case management, access to other needed services such as transportation and in-home services, outreach, and focal point development and operation.

COUNTY also agrees to make arrangements with other East County jurisdictions for proportionate funds to support access services for East County residents.

B. CITY agrees to provide \$1,500 to COUNTY for the period July 1, 1997 through June 30, 1998 as a proportionate share of Senior Information, Referral and Outreach activities to senior residents of the Fairview Area.

C. Upon receipt of an invoice, CITY shall make a single payments to COUNTY for FY97-98 funding in accordance with the following schedule:

January 31, 1998	\$ 1,500
------------------	----------

TOTAL	<u>\$ 1,500</u>
-------	-----------------

D. COUNTY will waive indirect costs for the Older Americans Act, Oregon Project Independence funds and CITY funds now and in the future. COUNTY will not divert these funds from services to pay indirect costs. COUNTY will charge indirect costs on Title XIX Administrative dollars and any new Federal and State dollars as allowed.

E. COUNTY shall support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within COUNTY boundaries.

SECTION VII. SEPARABILITY

Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Section or portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION VIII. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1997 and continue until June 30, 1998 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION.

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument and attachments to be executed by their duly authorized officers.

CITY OF FAIRVIEW

COUNTY OF MULTNOMAH

By: \_\_\_\_\_  
Roger Vonderharr, Mayor Date  
City of Fairview

By: Beverly Stein 11/25/97  
Beverly Stein Date  
Multnomah County Chair

By: \_\_\_\_\_  
Marilyn Holstrom Date  
City Administrator  
City of Fairview

By: Mary Shortall for JM 11/17/97  
James McConnell Date  
Director  
Aging and Disability Services

REVIEWED:

REVIEWED:

THOMAS SPONSLER, County  
Counsel for Multnomah County

By: \_\_\_\_\_  
Date  
City of Fairview Attorney

By: Katie Gaetjens 11/19/97  
Katie Gaetjens Date  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 11/25/97  
DEB BOGSTAD  
BOARD CLERK

SENIOR SERVICES OF EAST MULTNOMAH COUNTY  
INTEGRATED ACCESS MODEL

FY97-98

PROGRAM

The District Center Contractor for the Senior Services of East Multnomah County program will implement a community network of access and support services designed to help elders living in the district to compensate for functional impairments, economic difficulties and/or isolation. Services to be provided are:

Focal Point Leadership  
Case Management  
Integrated Access Model Services (delivered in partnership with core senior partners)

The Integrated Access Model consists of three services: (1) Information and Assistance; (2) Rural Outreach; and (3) Activity Development and Coordination.

NOTE: The YWCA of Portland is the current District Center Contractor on an interim basis. During the Fall of 1997, the County is scheduled to conduct an open and competitive Request for Proposal (RFP) process to select a contractor. As a result of this RFP process, the District Center Contractor may change.

FY97-98 GOAL AND OUTCOMES

Goal: Residents in East County will be knowledgeable of services and activities available to seniors and their families and can receive services easily.

- Outcomes:
- a. There will be an increase in the utilization of Information and Assistance at Senior Services of East Multnomah County, as measured by the number of calls.
  - b. There will be an increase in the number of seniors receiving services and participating in activities from senior programs of East Multnomah County.

PROGRAM DESCRIPTION

1. Information and Assistance: The District Center Contractor and County Aging Services Branch agree to joint staffing and implementation of the Integrated Information and Assistance access service based on each party's proportionate share of I&A calls.

2. Rural Outreach: Contractor and County agree that the rural outreach shall include 2 specialized outreach projects focused on enhancing the quality of the integrated Information and Assistance service and increasing the community knowledge of who to contact for information on senior services and activities. Projects will focus on the following outcomes:

- a) Increased utilization of Information and Assistance overall and specifically in targeted areas;
- b) Increased knowledge of I&A staff so that callers receive complete and accurate information and access to needed assistance.

3. Activity Development and Coordination: The District Center Contractor will partner with the Cities of Gresham, Troutdale, and Fairview and provide active support to the cities in the planning and coordination of 4 major activities/events in FY 97-98 with at least one (1) event held during the Fall of 1997. The District Center Contractor shall accomplish this through coordination with core partners and active involvement of East County Senior Coalition.

The County agrees that the District Center Contractor may subcontract with Gresham Seniors United for the activity coordination component in accordance with Section B.1(GENERAL CONDITIONS/Assignment and Subcontracting) of the County/District Center contract and under the following conditions:

a) District Center Contractor shall pass to Gresham Seniors United the activity coordination funds with no reduction for indirect or overhead costs.

b) District Center Contractor shall remain accountable for the satisfactory performance of the activity coordination functions

c) District Center Contractor shall ensure that activities are shaped to include the diverse needs of East County senior residents.

d) Gresham Seniors United shall be responsible for coordinating activity planning with core partners and senior representatives, reporting to and seeking advice from the Senior Coalition at monthly meetings, and coordinating the partners' implementation tasks. Core partners are East District Center, Aging Services Branch, Loaves and Fishes, Gresham Senior Center, Cities of Troutdale and Gresham Park and Recreation Departments and City of Fairview.

e) District Center Contractor and Gresham Seniors United shall engage in planning efforts and implementation of activities and events, beyond the 4 major events, that enhance Outreach efforts to more isolated seniors.

f) District Center Contractor and Gresham Seniors United shall maintain a participant registration system to produce activity reports denoting progress achieved towards goals and outcomes.

g) All publicity shall acknowledge partners and funding sources. This includes 4 major Senior Activities/Events and activities designed to increase community awareness of where to call for senior information.

h) Gresham Seniors United shall assure administrative capacity to accomplish the expected tasks and shall notify District Center Contractor immediately of change in administrator or capacity to carry out the subcontract.





# MULTNOMAH COUNTY OREGON

AGING SERVICES DEPARTMENT  
AREA AGENCY ON AGING  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620  
TDD: 248-3683 FAX: 248-3656

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

## MEMORANDUM

TO: Beverly Stein, Board Chair

FROM: Jim McConnell, Director *Jim McConnell*

DATE: November 5, 1997

SUBJECT: FY 1997-98 Intergovernmental Revenue Agreement # 400098 with City of Gresham/Division of Parks and Recreation

Retroactive Status: This agreement is retroactive to July 1, 1997. Processing was delayed to complete negotiations and for action by the City of Gresham. The agreement was approved by the Gresham City Council on November 4, 1997.

I. Recommendation: The Aging and Disability Services recommends Board of County Commissioner approval of the attached Intergovernmental Revenue Agreement with the City of Gresham, for the period July 1, 1997 through June 30, 1998.

II. Analysis/Background: This agreement continues a formal partnership with the City of Gresham, through the Gresham Parks and Recreation Division, to implement coordinated strategies to serve older residents living in the Gresham area.

To improve access to services for East County residents, Aging and Disability Services (ADS) opened a new East County Medicaid Branch in June 1996, co-located with the new East County District Senior Center. ADS contracts with the YWCA of Greater Portland for the operation of the East County District Center and provision of Focal Point Leadership, Case Management and Integrated Access Services consisting of Information and Assistance, Rural Outreach, and Activities Coordination.

Through the partnership defined in this agreement, the Gresham Parks and Recreation Division will increase recreation and socialization opportunities for older adults and will work cooperatively with Branch and District Center staff, the City of Troutdale, Loaves and Fishes and Gresham Seniors United. In addition, the City of Gresham will contribute \$25,000 during FY98 towards the support of the contracted Integrated Access services provided by the YWCA through the East County District Center. Funds for Activities Coordination will be subcontracted by the YWCA to Gresham Seniors United, a private non-profit organization which operates the Gresham Senior Center, located in a County facility in downtown Gresham.

County staff have set up a tracking system to document the effectiveness of the outreach and other access activities and will report quarterly to the City of Gresham about services provided and expenditures incurred on behalf of seniors in the Gresham area.

III. Fiscal Impact: The agreement provides \$25,000 from City of Gresham general funds to come in quarterly payments to the County and contracted out to support the integrated access services at the East County District Center. This amount is an increase of \$15,000 from the \$10,000 provided in FY97. These funds are budgeted.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: Included in Area Plan for Aging Services

VII. Citizen Participation: The East County Senior Coalition has been active in the ongoing planning and development process for East County Aging Services. This group continues as the advisory committee for the East County District Center. The City of Gresham Parks and Recreation Division also has a citizens advisory committee which has reviewed and approved the partnership.

VIII. Other Government Participation: Aging and Disability Services is developing similar agreements with the Cities of Fairview and Troutdale for shared costs of outreach and other access services to residents in East County. The District Center is funded by State, Federal and County General funds in addition to the funds from the East County cities. The Medicaid Branch Office is federally funded.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract# 400098

Amendment# \_\_\_\_\_

Multnomah County Oregon

<p>CLASS I</p> <input type="checkbox"/> Professional Services Under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP Exemption)	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement
--	--	--

**APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS**

AGENDA # C-6 DATE 11/25/97

DEB BOGSTAD

**BOARD CLERK**

Department Aging and Disability Services Division \_\_\_\_\_ Date 11/6/97

Contract Originator Caroline Sullivan / Rosanne Costanzo Phone 248-3620 Bldg/Rm 161/3rd

Administrative Contact Caroline Sullivan / Kathy Gillette Phone 248-3620 Bldg/Rm 161/3rd

Description of Contract Continues a partnership with City of Gresham for services and opportunities for seniors. City provides funds to increase access for Gresham area residents to East County Branch, District Center, and other services.

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

ORS/AR# \_\_\_\_\_ Contractor is  MBE  WBE  QRF  NOT APPLICABLE

Contractor Name City of Gresham/Division of Parks & Recreation/ Dept of Environmental Services

Mailing Address 1333 NW Eastman Parkway

Gresham OR 97030-3813

Phone (503) 618-2485

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

Effective Date July 1, 1997

Termination Date June 30, 1998

Original Contract Amount \$ 25,000

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

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

Total Amount of Agreement \$ 25,000

Remittance Address \_\_\_\_\_ (If different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ \_\_\_\_\_  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements Contract - Requisition Required. Purchase Order No. \_\_\_\_\_

Requirements not to exceed \$ \_\_\_\_\_ Encumber  Yes  No

**REQUIRED SIGNATURES:**

Department Manager *James H. Leonard*

Purchasing Director (Class II contracts Only) \_\_\_\_\_

County Counsel *Katie Gutz*

County Chair/Sheriff *Wally Dean*

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

Date November 14, 1997

Date \_\_\_\_\_

Date 11/17/97

Date November 25, 1997

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME			TOTAL AMOUNT		\$		
Line No.	Fund	Agency	Organization	Sub Org	Activity	Object/Rev Src	Sub Obj	LGFS Description	Amount	INC/DEC IND
01	156	011	1750			2774		City of Gresham	25,000	

\* if additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE

ORIGINAL

INTERGOVERNMENTAL AGREEMENT  
CITY OF GRESHAM AND MULTNOMAH COUNTY

RECEIVED

COORDINATION OF SERVICES AND PROGRAMS  
FOR OLDER RESIDENTS OF THE GRESHAM AREA  
1997-1998

NOV 14 1997

AGING SERVICES DEPARTMENT

SECTION I. INTRODUCTION

This agreement is between the City of Gresham, hereinafter called CITY, and Multnomah County, hereinafter called COUNTY. The purpose of this agreement is to initiate a partnership between Multnomah County and the cities of East Multnomah County, including Gresham, Fairview, and Troutdale with the goal to better serve older adults who live in East Multnomah County. This agreement, subject to execution by all parties, will improve services and opportunities for senior citizens in the Gresham Area for the period July 1, 1997 through June 30, 1998.

SECTION II. RECITALS

A. WHEREAS, CITY, through its Parks and Recreation Division, Department of Environmental Services (DES), desires to provide opportunities through recreation for community involvement, socialization and wellness activities accessible to all Gresham residents, including senior adults; and

B. WHEREAS, COUNTY, as the designated Area Agency on Aging (AAA) for Multnomah County, has the responsibility to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County in accordance with provisions of the Area Plan required through the Older Americans Act of 1965, as amended; and

C. WHEREAS, COUNTY through its Annual Plan for 1995-1999 maintains sub-planning and service area districts within COUNTY boundaries; and

D. WHEREAS, East Multnomah County, including the City of Gresham and adjacent cities and communities has been designated such a sub-planning and service area district; and

E. WHEREAS, East County Senior Coalition has been designated the citizens advisory committee for the East Multnomah County Senior Services District; and

F. WHEREAS, the CITY and COUNTY have identified several priority areas described in the City of Gresham "1995 Parks, Recreation and Open Spaces Master Plan" and the "Creating a Focal Point for Seniors in East County" paper, approved by the East County Senior Coalition, that create natural links between COUNTY senior support services and CITY recreation and leisure programs;

G. WHEREAS, COUNTY policy regarding District Centers is to contract with private non-profit organizations for the delivery of District Center services; and

H. WHEREAS, COUNTY is currently providing District Center services for the East Multnomah County District through a contract with the YWCA on an interim basis through December 31, 1997 and will select a contractor through the County's standard competitive procurement process for the period January 1, 1998 through June 30, 1998, renewable annually through June 30, 2000; and

I. WHEREAS, the YWCA is sub-contracting with Gresham Seniors United to provide activity development and coordination for Gresham residents on a trial basis through December 31, 1997, as described in Attachment A;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. COUNTY and CITY will create a partnership (1) to provide services and activities which support elderly residents in the Gresham Area to remain in their own homes and communities through a system of information, outreach, activities and services; (2) to build a sense of community through shared recreational experiences and volunteer involvements; and (3) to engage in other community partnerships to coordinate a broad array of services and activities which enhance life for senior citizens who live in East Multnomah County.

B. The parties mutually agree that the administrative authority for COUNTY shall be the Director of the Aging and Disability Services Department and for CITY shall be Division Manager, Parks and Recreation Division, Department of Environmental Services. The designated contact person for COUNTY shall be the Manager, Community Access Unit, Aging and Disability Services, or designee, and for CITY shall be Recreation Coordinator, Parks and Recreation Division, Department of Environmental Services.

SECTION IV: AGREED/COUNTY

A. COUNTY shall perform, within the boundaries of the East County Senior Services District, all services to the elderly prescribed by the Annual Plan and approved by State, including services available through the Older Americans Act of 1965, as amended, Oregon Project Independence, and Title XIX, Medicaid.

These services shall include

information and assistance

case management

arrangement for services such as:

o in-home

o day care

o respite care

o transportation

outreach to the isolated, frail and vulnerable seniors

legal services

meals

protective services for adults

housing alternatives

Food Stamps and medical assistance for low-income elderly residents

B. COUNTY shall provide leadership to address issues of concern to older adults, in accordance with the provisions of the Older Americans Act. This will include development and implementation of community partnerships working towards the development of a highly visible multipurpose senior service and activity center, referred to as a Focal Point, located temporarily at 501 Hood Street, and at 50 NE Elliott in Gresham.

C. COUNTY will hold intact the AAA policy of contracting for Older Americans Act services and developing and implementing a single entry system.

D. COUNTY agrees to provide two types of standardized reports:

1. Six month Report, providing aggregate participant information about the number of East Multnomah County residents who gain access to services through COUNTY programs and the number served by COUNTY programs in East Multnomah County.

2. Quarterly Reports, specifically identifying the number of Gresham residents served through the integrated access services, including information and assistance, outreach and activities. The quarterly reports will be submitted with invoices requesting payment.

3. In addition, COUNTY shall compile information regarding participation in CITY recreational activities, which will be supplied, when available, by CITY to the COUNTY in a format compatible with COUNTY Universal Client Registry. COUNTY will also provide, when available, information related to participation in wellness activities provided through the District Center and its subcontracts.

E. COUNTY, in consultation with Gresham Seniors United and Loaves and Fishes Centers, Inc., will assist CITY Recreation staff in gaining access to a County-owned facility to program senior adult programs and activities.

F. COUNTY shall inform CITY of intention to subcontract any services as outlined in this agreement. COUNTY agrees to include CITY in the process to select the District Center contractor through representation on the Request for Proposal (RFP) review committee and also to include CITY in the process for selection of any sub-contract.

#### SECTION V: AGREED/CITY

A. CITY shall utilize the City of Gresham's 1995 "Parks, Recreation & Open Space Master Plan", which pertains to senior adults in partnership with COUNTY's comprehensive service system, as a means to determine the recreational and wellness activities to be offered.

B. CITY will solicit senior adult residents as active partners in all aspects of parks and recreation planning.

C CITY will work cooperatively with other East Multnomah County entities, including the cities of Fairview and Troutdale, to optimize resources to meet the needs of older residents.

D. CITY shall coordinate its efforts with COUNTY to provide a minimum of 4 major activities or events for senior adult residents of Gresham during the term of this agreement. This shall be done with the active support of COUNTY programs, Senior Coalition members representatives and core partners within the East Multnomah County Senior Services District. COUNTY agrees that its District Center Contractor may subcontract the activity coordination component in accordance with County contract requirements and under conditions outlined in Attachment A to this contract.

E. CITY shall designate a person or persons to represent the City of Gresham in ongoing cooperative planning and program coordination. At a minimum the CITY's designee will meet with core partners to plan the scope of the 4

major activities, the timeframes for implementation and ways to include diverse senior populations, e.g. mobility impaired, diverse ethnic groups.

F. CITY will provide COUNTY with program schedules and related information about educational and recreation activities and opportunities for volunteer involvement to be added to the Resource Data Base which COUNTY is developing for East Multnomah County.

SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. COUNTY agrees to provide funding in the estimated amount of \$1,014,275 during the period July 1, 1997 through June 30, 1998 for Medicaid programs for residents of East Multnomah County. In addition, COUNTY will make available an estimated \$224,000 from East Multnomah County Cities, County, State and Federal resources for case management, access to other needed services such as transportation and in-home services, outreach, activities coordination, information and assistance and focal point development and operation.

COUNTY also agrees to make arrangements with other East County jurisdictions for proportionate funds to support access services for East County residents.

B. CITY agrees to provide inkind staff and direct support as resources allow to implement services and activities.

C. CITY agrees to provide \$25,000 to COUNTY for the period July 1, 1997 through June 30, 1998 as a proportionate share of the integrated senior access model consisting of senior information and assistance, outreach and activity development for senior residents of the Gresham Area.

D. COUNTY will submit detailed invoices of access services provided utilizing CITY funding. Billings shall include a breakdown of services provided by subcontractors, YWCA, Gresham Seniors United, Loaves and Fishes, and the Aging Services Office, outlining staffing, materials and supplies or other related costs expended to provide services to Gresham residents. Upon receipt of an invoice, CITY shall make payments to COUNTY for FY97-98 funding in accordance with the following schedule:

January 30, 1998	\$ 8,333
April 30, 1998	8,333
July 15, 1998*	<u>8,334</u>
TOTAL	\$25,000

\* For this invoice only, report will be submitted separately by July 31, 1998.

E. COUNTY will waive indirect costs for the Older Americans Act, Oregon Project Independence funds and CITY funds now and in the future. COUNTY will not divert these funds from services to pay indirect costs. COUNTY will charge indirect costs on Title XIX Administrative dollars and any new Federal and State dollars as allowed.

F. COUNTY shall support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within COUNTY boundaries.

SECTION VII. SEPARABILITY

Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to specific Section or portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION VIII. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1997 and continue until June 30, 1998 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

CITY OF GRESHAM

COUNTY OF MULTNOMAH

By: Gussie McRobert  
Gussie McRobert, Mayor Date  
City of Gresham

By: Beverly Stein 11/25/97  
Beverly Stein Date  
Multnomah County Chair

By: Bonnie R. Kraft 10 Nov 97  
Bonnie R. Kraft Date  
City Manager  
City of Gresham

By: James McConnell 11-14-97  
James McConnell Date  
Director  
Multnomah County Aging  
and Disability Services

REVIEWED:

REVIEWED:

By: Candace Haines 11-10-97  
Candace Haines Date  
City of Gresham Attorney

By: Katie Gaetjens 11/17/97  
THOMAS SPONSLER, County  
Counsel for Multnomah County  
Katie Gaetjens Date  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 11/25/97  
DEB BOGSTAD  
BOARD CLERK

ATTACHMENT A  
SENIOR SERVICES OF EAST MULTNOMAH COUNTY  
INTEGRATED ACCESS MODEL

FY97-98

PROGRAM

The District Center Contractor for the Senior Services of East Multnomah County program will implement a community network of access and support services designed to help elders living in the district to compensate for functional impairments, economic difficulties and/or isolation. Services to be provided are:

Focal Point Leadership  
Case Management  
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The Integrated Access Model consists of three services: (1) Information and Assistance; (2) Rural Outreach; and (3) Activity Development and Coordination.

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FY97-98 GOAL AND OUTCOMES

Goal: Residents in East County will be knowledgeable of services and activities available to seniors and their families and can receive services easily.

- Outcomes:
- a. There will be an increase in the utilization of Information and Assistance at Senior Services of East Multnomah County, as measured by the number of calls.
  - b. There will be an increase in the number of seniors receiving services and participating in activities from senior programs of East Multnomah County.

PROGRAM DESCRIPTION

1. Information and Assistance: The District Center Contractor and County Aging Services Branch agree to joint staffing and implementation of the Integrated Information and Assistance access service based on each party's proportionate share of I&A calls.
2. Rural Outreach: Contractor and County agree that the rural outreach shall include 2 specialized outreach projects focused on enhancing the quality of the integrated Information and Assistance service and increasing the community knowledge of who to contact for information on senior services and activities. Projects will focus on the following outcomes:

- a) Increased utilization of Information and Assistance overall and specifically in targeted areas;
- b) Increased knowledge of I&A staff so that callers receive complete and accurate information and access to needed assistance.

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The County agrees that the District Center Contractor may subcontract with Gresham Seniors United for the activity coordination component in accordance with Section B.1 (GENERAL CONDITIONS/Assignment and Subcontracting) of the County/District Center contract and under the following conditions:

a) District Center Contractor shall pass to Gresham Seniors United the activity coordination funds with no reduction for indirect or overhead costs.

b) District Center Contractor shall remain accountable for the satisfactory performance of the activity coordination functions

c) District Center Contractor shall ensure that activities are shaped to include the diverse needs of East County senior residents.

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e) District Center Contractor and Gresham Seniors United shall engage in planning efforts and implementation of activities and events, beyond the 4 major events, that enhance Outreach efforts to more isolated seniors.

f) District Center Contractor and Gresham Seniors United shall maintain a participant registration system to produce activity reports denoting progress achieved towards goals and outcomes.

g) All publicity shall acknowledge partners and funding sources. This includes 4 major Senior Activities/Events and activities designed to increase community awareness of where to call for senior information.

h) Gresham Seniors United shall assure administrative capacity to accomplish the expected tasks and shall notify District Center Contractor immediately of change in administrator or capacity to carry out the subcontract.

RECEIVED

NOV 19 1997

MEETING DATE: NOV 25 1997  
AGENDA NO: C-7  
ESTIMATED START TIME: 9:30 am

AGING SERVICES DEPARTMENT

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Revenue intergovernmental agreement with City of Troutdale for senior services

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

REGULAR MEETING: DATE REQUESTED: November 25, 1997  
AMOUNT OF TIME NEEDED: consent calendar

DEPARTMENT: Aging and Disability Services DIVISION: \_\_\_\_\_

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE #: 248-3620 / X26841  
BLDG/ROOM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: consent (Jim McConnell)

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Approval of Contract # 400118, an intergovernmental revenue agreement in the amount of \$3,000 with the City of Troutdale, continuing a partnership for a coordinated approach to senior services in East Multnomah County for the period July 1, 1997 through June 30, 1998.

12/15/97 originals to Caroline Sullivan

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT \_\_\_\_\_  
MANAGER: Mary Shortall for J. M.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

97 NOV 20 10 08 37  
BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

AGING SERVICES DEPARTMENT  
AREA AGENCY ON AGING  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620  
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Beverly Stein, Board Chair

FROM: Jim McConnell, Director *MS for J.M*

DATE: November 10, 1997

SUBJECT: FY 1997-98 Intergovernmental Revenue Agreement # 400118 with City of Troutdale

Retroactive Status: This agreement is retroactive to July 1, 1997. To insure consistency in the contracts with the East County cities, this agreement was held, pending final negotiations with the City of Gresham which approved its contract on November 5, 1997.

I. Recommendation: The Aging Services Department recommends Board of County Commissioner approval of the attached Intergovernmental Revenue Agreement with the City of Troutdale, for the period July 1, 1997 through June 30, 1998.

II. Analysis/Background: This agreement continues a formal partnership with the City of Troutdale to implement coordinated strategies to serve older residents living in the Troutdale area.

To improve access to services for East County residents, Aging and Disability Services (ADS) opened a new East County Medicaid Branch in June 1996, co-located with the new East County District Senior Center. ADS contracts with the YWCA of Greater Portland for the operation of the East County District Center and provision of Focal Point Leadership, Case Management and Integrated Access Services consisting of Information and Assistance, Rural Outreach, and Activities Coordination.

Through the partnership defined in this agreement, the Troutdale Parks and Recreation Division will offer at least one activity or event for older adults and will work cooperatively with Branch and District Center staff, the City of Gresham, Loaves and Fishes and Gresham Seniors United. In addition, the City of Troutdale will contribute \$3,000 during FY98 towards the support of the contracted Integrated Access services provided by the YWCA through the East County District Center. Funds for Activities Coordination will be subcontracted by the YWCA to Gresham Seniors United, a private non-profit organization which operates the Gresham Senior Center, located in a County facility in downtown Gresham.

County staff have set up a tracking system to document the effectiveness of the outreach and other access activities for residents in various East County areas.

- III. Fiscal Impact: The agreement provides \$3,000 of City of Troutdale general funds to come in a single payment to the County to support outreach and other access services at the East County District Center. This amount is an increase of \$1,500 from the \$1,500 provided during FY97. These funds are budgeted.
- IV. Legal Issues: NA
- V. Controversial Issues: NA
- VI. Link to Current County Policies: Included in Area Plan for Aging Services
- VII. Citizen Participation: The East Senior County Coalition has been active in the planning and development process for East County Aging Services. This group will continue as an advisory committee for the East County District Center.
- VIII. Other Government Participation: Aging and Disability Services is developing similar agreements with the Cities of Gresham and Fairview for shared costs of outreach and other access services to residents in East County. The East County District Center is funded by Federal, State and County General Funds in addition to the dollars from the East County cities.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract# 400118

Amendment# \_\_\_\_\_

Multnomah County Oregon

<p><b>CLASS I</b></p> <input type="checkbox"/> Professional Services Under \$25,000	<p><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP Exemption) <input type="checkbox"/> PCR Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-7</u> DATE <u>11/25/97</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
---	--	---

Department Aging and Disability Services Division \_\_\_\_\_ Date 11/6/97  
 Contract Originator Caroline Sullivan / Rosane Costanzo Phone 248-3620 Bldg/Rm 161/3rd  
 Administrative Contact Caroline Sullivan / Kathy Gillette Phone 248-3620 Bldg/Rm 161/3rd  
 Description of Contract Continues partnership with the City of Troutdale for provision of East County Aging Services and transmits funds from Troutdale to County.  
 RFP/BID# \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_  
 ORS/AR# \_\_\_\_\_ Contractor is  MBE  WBE  QRF  NOT APPLICABLE

Contractor Name City of Troutdale  
 Mailing Address 104 SE Kibling  
Troutdale, OR 97060  
 Phone 665-5175  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date 7/01/97  
 Termination Date 6/30/98  
 Original Contract Amount \$ 3,000.00  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 3,000

Remittance Address \_\_\_\_\_  
 (If different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements Contract - Requisition Required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements not to exceed \$ \_\_\_\_\_  
 Encumber  Yes  No

### REQUIRED SIGNATURES:

Department Manager Mary Shertall for J.M.  
 Purchasing Director \_\_\_\_\_  
 (Class II contracts Only)  
 County Counsel Katie Gault  
 County Chair/Sheriff Marilyn Dean  
 Contract Administration \_\_\_\_\_

Date November 17, 1997  
 Date \_\_\_\_\_  
 Date 11/19/97  
 Date November 25, 1997  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME			TOTAL AMOUNT		\$		
Line No.	Fund	Agency	Organization	Sub Org	Activity	Object/ Rev Src	Sub Obj	LGFS Description	Amount	INC/ DEC IND
01	156	011	1750			2775			3,000.00	

\* if additional space is needed, attach separate page. Write contract # on top of page.

INSTRUCTIONS ON REVERSE

ORIGINAL

400118

INTERGOVERNMENTAL AGREEMENT  
CITY OF TROUTDALE AND MULTNOMAH COUNTY

COORDINATION OF SERVICES AND PROGRAMS  
FOR OLDER RESIDENTS OF THE TROUTDALE AREA  
1997-1998

SECTION I. INTRODUCTION

This agreement is between the City of Troutdale, hereinafter called CITY, and Multnomah County, hereinafter called COUNTY. The purpose of this agreement is to initiate a partnership between Multnomah County and the cities of East Multnomah County, including Gresham, Fairview, and Troutdale with the goal to better serve older adults who live in East Multnomah County. This agreement, subject to execution by all parties, will improve services and opportunities for senior citizens in the Troutdale Area for the period July 1, 1997 through June 30, 1998.

SECTION II. RECITALS

A. WHEREAS, CITY desires to offer opportunities to access services and activities to its residents, including senior adults; and

B. WHEREAS, COUNTY, as the designated Area Agency on Aging (AAA) for Multnomah County, has the responsibility to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County in accordance with provisions of the Area Plan required through the Older Americans Act of 1965, as amended; and

C. WHEREAS, COUNTY through its Annual Plan for 1995-1999 maintains sub-planning and service area districts within COUNTY boundaries; and

D. WHEREAS, East Multnomah County, including the City of Troutdale and adjacent cities and communities has been designated such a sub-planning and service area district; and

E. WHEREAS, East County Senior Coalition has been designated the citizens advisory committee for the East Multnomah County Senior Services District; and

F. WHEREAS, the CITY and COUNTY have identified priority areas that create natural links between COUNTY senior support services and CITY;

G. WHEREAS, COUNTY policy regarding District Centers is to contract with private non-profit organizations for the delivery of District Center services; and

H. WHEREAS, COUNTY is currently providing District Center services for the East Multnomah County District through a contract with the YWCA on an interim basis through December 31, 1997 and will select a contractor through the County's standard competitive procurement process for the period January 1, 1998 through June 30, 1998, renewable annually through June 30, 2000; and

I. WHEREAS, the YWCA is sub-contracting with Gresham Seniors United to provide activity development to coordinate with the YWCA's Senior Outreach Activities for East County residents, as described in Attachment A;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. COUNTY and CITY will create a partnership to (1) provide services and activities which support elderly residents in the Troutdale Area to remain in their own homes and communities through a system of information, outreach activities and services; and (2) to engage in other community partnerships to coordinate a broad array of services and activities which enhance life for senior citizens who live in East Multnomah County.

B. The parties mutually agree that the administrative authority for COUNTY shall be the Director of Aging and Disability Services and for CITY shall be the City Administrator. The designated contact person for COUNTY shall be the Manager, Community Access Unit, Aging and Disability Services, or designee, and for CITY shall be the City Administrator.

SECTION IV: AGREED/COUNTY

A. COUNTY shall perform, within the boundaries of the East County Senior Services District, all services to the elderly prescribed by the Annual Plan and approved by State, including services available through the Older Americans Act of 1965, as amended, Oregon Project Independence, and Title XIX, Medicaid.

These services shall include

- information and assistance
- case management
- arrangement for services such as:
  - o in-home
  - o day care
  - o respite care
  - o transportation
- outreach to the isolated, frail and vulnerable seniors
- legal services
- meals
- protective services for adults
- housing alternatives
- Food Stamps and medical assistance for low-income elderly residents

B. COUNTY shall provide leadership to address issues of concern to older adults, in accordance with the provisions of the Older Americans Act. This will include development and implementation of community partnerships working towards the development of a highly visible multipurpose senior service and activity center, referred to as a Focal Point, centrally located in the East County area.

C. COUNTY will hold intact the AAA policy of contracting for Older Americans Act services and developing and implementing a single entry system.

D. COUNTY agrees to provide, at 6 month intervals, standardized participant information about the residents of East Multnomah County who gain access to services through COUNTY programs and the utilization of COUNTY services in identified East Multnomah County areas, including Troutdale.

SECTION V: AGREED/CITY

A. CITY will work cooperatively with other East Multnomah County entities, including the cities of Gresham and Fairview, to optimize resources to meet the needs of older residents.

B. CITY and COUNTY will coordinate efforts to provide an activity for senior adult residents in Troutdale during the term of this agreement. This shall be done with the active support of COUNTY programs, Senior Coalition and core senior partners within the East Multnomah County Senior Services District. COUNTY agrees that its District Center Contractor may subcontract the activity coordination component in accordance with County contract requirements and under conditions outlined in Attachment A to this contract.

C. CITY shall designate a person or persons to represent the City of Troutdale in ongoing cooperative planning and program coordination. At a minimum the CITY's designee will meet with core senior partners to plan the scope of the activity, the time frames for implementation and ways to include diverse senior populations, e.g. mobility impaired, diverse ethnic groups.

SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. COUNTY agrees to provide funding in the estimated amount of \$1,014,275 during the period July 1, 1997 through June 30, 1998 for Medicaid programs for residents of East Multnomah County and an estimated \$224,000 from City, County, State and Federal resources for information and assistance, outreach, case management, access to other needed services such as transportation and in-home services, and focal point development and operation.

COUNTY also agrees to make arrangements with other East County jurisdictions for proportionate funds to support access services for East County residents.

B. CITY agrees to provide \$3,000 to COUNTY for the period July 1, 1997 through June 30, 1998 as a proportionate share of Senior Information, Referral and Outreach activities to senior residents of the Troutdale Area.

C. Upon receipt of an invoice, CITY shall make a single payment to COUNTY for FY97-98 funding in accordance with the following schedule:

January 31, 1998	\$ 3,000
------------------	----------

TOTAL	<u>\$ 3,000</u>
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E. COUNTY will waive indirect costs for the Older Americans Act, Oregon Project Independence funds and CITY funds now and in the future. COUNTY will not divert these funds from services to pay indirect costs. COUNTY will charge indirect costs on Title XIX Administrative dollars and any new Federal and State dollars as allowed.

F. COUNTY shall support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within COUNTY boundaries.

SECTION VII. SEPARABILITY

Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Section or portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION VIII. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1997 and continue until June 30, 1998 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument and attachments to be executed by their duly authorized officers.

CITY OF TROUTDALE

By: \_\_\_\_\_  
Paul Thalhofer, Mayor Date  
City of Troutdale

By: \_\_\_\_\_  
Erik V. Kvarsten Date  
City Administrator  
City of Troutdale

COUNTY OF MULTNOMAH

By: Beverly Stein 11/25/97  
Beverly Stein Date  
Multnomah County Chair

By: Mary Shortall for J.M. 11/17/97  
James McConnell Date  
Director  
Aging and Disability Services

REVIEWED:

THOMAS SPONSLER, County  
Counsel for Multnomah County

By: Katie Gaetjens 11/19/97  
Katie Gaetjens Date  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 11/25/97  
DEB BOGSTAD  
BOARD CLERK

ATTACHMENT A  
SENIOR SERVICES OF EAST MULTNOMAH COUNTY  
INTEGRATED ACCESS MODEL

FY97-98

PROGRAM

The District Center Contractor for the Senior Services of East Multnomah County program will implement a community network of access and support services designed to help elders living in the district to compensate for functional impairments, economic difficulties and/or isolation. Services to be provided are:

Focal Point Leadership  
Case Management  
Integrated Access Model Services (delivered in partnership with core senior partners)

The Integrated Access Model consists of three services: (1) Information and Assistance; (2) Rural Outreach; and (3) Activity Development and Coordination.

NOTE: The YWCA of Portland is the current District Center Contractor on an interim basis. During the Fall of 1997, the County is scheduled to conduct an open and competitive Request for Proposal (RFP) process to select a contractor. As a result of this RFP process, the District Center Contractor may change.

FY97-98 GOAL AND OUTCOMES

Goal: Residents in East County will be knowledgeable of services and activities available to seniors and their families and can receive services easily.

- Outcomes:
- a. There will be an increase in the utilization of Information and Assistance at Senior Services of East Multnomah County, as measured by the number of calls.
  - b. There will be an increase in the number of seniors receiving services and participating in activities from senior programs of East Multnomah County.

PROGRAM DESCRIPTION

1. Information and Assistance: The District Center Contractor and County Aging Services Branch agree to joint staffing and implementation of the Integrated Information and Assistance access service based on each party's proportionate share of I&A calls.

2. Rural Outreach: Contractor and County agree that the rural outreach shall include 2 specialized outreach projects focused on enhancing the quality of the integrated Information and Assistance service and increasing the community knowledge of who to contact for information on senior services and activities. Projects will focus on the following outcomes:

- a) Increased utilization of Information and Assistance overall and specifically in targeted areas;
- b) Increased knowledge of I&A staff so that callers receive complete and accurate information and access to needed assistance.

3. Activity Development and Coordination: The District Center Contractor will partner with the Cities of Gresham, Troutdale, and Fairview and provide active support to the cities in the planning and coordination of 4 major activities/events in FY 97-98 with at least one (1) event held during the Fall of 1997. The District Center Contractor shall accomplish this through coordination with core partners and active involvement of East County Senior Coalition.

The County agrees that the District Center Contractor may subcontract with Gresham Seniors United for the activity coordination component in accordance with Section B.1(GENERAL CONDITIONS/Assignment and Subcontracting) of the County/District Center contract and under the following conditions:

a) District Center Contractor shall pass to Gresham Seniors United the activity coordination funds with no reduction for indirect or overhead costs.

b) District Center Contractor shall remain accountable for the satisfactory performance of the activity coordination functions

c) District Center Contractor shall ensure that activities are shaped to include the diverse needs of East County senior residents.

d) Gresham Seniors United shall be responsible for coordinating activity planning with core partners and senior representatives, reporting to and seeking advice from the Senior Coalition at monthly meetings, and coordinating the partners' implementation tasks. Core partners are East District Center, Aging Services Branch, Loaves and Fishes, Gresham Senior Center, Cities of Troutdale and Gresham Park and Recreation Departments and City of Fairview.

e) District Center Contractor and Gresham Seniors United shall engage in planning efforts and implementation of activities and events, beyond the 4 major events, that enhance Outreach efforts to more isolated seniors.

f) District Center Contractor and Gresham Seniors United shall maintain a participant registration system to produce activity reports denoting progress achieved towards goals and outcomes.

g) All publicity shall acknowledge partners and funding sources. This includes 4 major Senior Activities/Events and activities designed to increase community awareness of where to call for senior information.

h) Gresham Seniors United shall assure administrative capacity to accomplish the expected tasks and shall notify District Center Contractor immediately of change in administrator or capacity to carry out the subcontract.





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION AND LAND USE PLANNING DIVISION  
1620 SE 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

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

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:**  Larry F. Nicholas, P. E., Director of D.E.S.  
Michael Phillips, Engineering Design Administrator

**TODAY'S DATE:** November 14, 1997

**REQUESTED PLACEMENT DATE:** November 25, 1997

**RE:** Approval of a Supplemental Right of Way Agreement between Multnomah County and the Oregon Department of Transportation in connection with the Realignment and Drainage Improvement on Rocky Point Road, from M.P. 0.81 to M.P. 3.14 (Construction Agreement approved November 7, 1997)

I. Recommendation/Action Requested:

Approval of the above-referenced right of way intergovernmental agreement in connection with repair of flood damage on Rocky Point Road.

II. Background/Analysis:

In February 1996 Rocky Point Road experienced flood damage due to landslides. This project repairs and stabilizes the road.

III. Financial Impact:

Multnomah County is responsible for 10% of the cost, and the Federal Highway Administration pays 90%. The estimated cost is \$39,000, and the County's share will be \$3,900.

IV. Legal Issues:

There are no legal issues.

V. Controversial Issues:

There are no controversial issues.

VI. Link to Current County Policies:

The County is committed to maintaining its transportation facilities.

VII. Citizen Participation:

None

VIII. Other Government Participation:

The State of Oregon and Federal Highway Administration support the repair of flood damage.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [ ]

Contract # 300568

Prior-Approved Contract Boilerplate: \_\_\_\_\_ Attached:  Not Attached

Amendment # \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$50,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-8</u> DATE <u>11/25/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Environmental Services Division: Transportation & Land Use Planning Date: 11/14/97  
 Contract Originator: Randy Shannon Phone: x22872 Bldg/Room: #425/Yeon  
 Administrative Contact: Cathy Kramer Phone: 248-5050 x22589 Bldg/Room: #425/Yeon

Description of Contract: **Approval of Supplemental Right of Way Agreement in connection with an Intergovernmental Agreement between Multnomah County and (ODOT) Oregon Dept. of Transportation (No. 300426, approved 11/7/97) to realign portions of the roadway and improve drainage on Rocky Point Road, from M.P. 0.81 to M.P. 3.14.**

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ (Check all boxes that apply) Contractor is  JMBE  JWBE  JQRF  N/A  None  
 Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Oregon State Dept., of Transportation</u></p> <p>Mailing Address: <u>123 N.W. Flanders St.</u></p> <p>City/State/Zip: <u>Portland OR 97209-4037</u></p> <p>Point of Contact: <u>Richard Reeves</u></p> <p>Phone: <u>(503) 731-8261 or 293-3640</u></p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>Upon Execution</u></p> <p>Termination Date: <u>Upon Completion</u></p> <p>Original Contract Amount: _____</p> <p>Total Amt of Previous Amendments: _____</p> <p>Amount of Amendment: _____</p> <p>Total Amount of Agreement: <u>\$3,900.00</u></p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input checked="" type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input checked="" type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

**REQUIRED SIGNATURES:**

Department Manager: *[Signature]* Date: 11/17/97

Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: \_\_\_\_\_ Date: 11/19/97

County Chair/Sheriff: *[Signature]* Date: November 25, 1997

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

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	150	030	6180		8300						
02											
03											

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

# RIGHT OF WAY SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made and entered into by and between Multnomah County, hereinafter called "Agency", and the State of Oregon, by and through its Department of Transportation, hereinafter called "State";

WITNESSETH:

## RECITALS:

1. That certain public road known as Rocky Point Road is a County Road under the jurisdiction and control of Agency.

2. By the authority granted in ORS 366.775 State and Agency may enter into an Agreement for the acquisition of real property by State for Rocky Point Road. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "project" and are to be funded as provided in Agreement No. 15,599 dated November 7, 1997.

3. Agency is willing and able to finance its pro rata share of costs and expenses incurred in the project.

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

Agency agrees to and hereby does employ State and State agrees to act for Agency in performing those services related to the acquisition of right of way for Agency.

It is further agreed both parties will strictly follow the rules, policies and procedures of the "Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970" as amended, ORS 281.060, State of Oregon Right of Way Manual, and Federal Highway Administration Federal Aid Policy Guide.

## GENERAL PROVISIONS

Agency agrees to pay all salaries and payroll reserves of State employees working on this project, direct costs, costs of rental equipment used, and per-diem expenditures.

The process to be followed by the parties in carrying out this Agreement is set out in the Special Provisions consisting of two pages. Said Special Provisions are attached hereto and by this reference made a part hereof.

All except SPECIAL PROVISIONS, approved as to legal sufficiency on June 28, 1988 by Cynthia A. Carter, Assistant Attorney General.

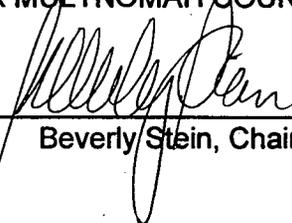
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year hereafter written.

The State Highway Engineer, acting under delegated authority of the Oregon Transportation Commission, authorized the Right of Way Manager to approve and execute this Agreement on behalf of the Commission.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

STATE OF OREGON, by and through its  
DEPARTMENT OF TRANSPORTATION

By:   
Beverly Stein, Chair

\_\_\_\_\_  
Deolinda G. Jones  
Right of Way Manager

REVIEWED:

THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

By:   
Assistant County Counsel  
John Thomas

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 11/25/97  
DEB BOGSTAD  
BOARD CLERK

**SPECIAL PROVISIONS**  
**THINGS TO BE DONE BY STATE OR AGENCY**

**A. Preliminary Phase**

1. State will provide preliminary cost estimates.

**B. Acquisition Phase**

1. General:

- a. State will provide Agency with a status report of the project, upon request from Agency..
- b. Title to properties acquired shall be in the name of the Agency.

2. Legal Descriptions:

- a. Agency will provide sufficient surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. Agency will write legal descriptions, prepare right of way maps, provide construction plans and cross-section information for the project.
- c. Agency will specify the degree of title to be acquired (e.g., fee, easement).

3. Real Property and Title Insurance:

- a. State will provide preliminary title reports before negotiations for acquisition commence, if necessary.
- b. Agency will determine sufficiency of title (taking subject to).

4. Appraisal:

- a. State will conduct the valuation process for properties to be acquired.
- b. State will recommend Just Compensation, based on a review of the valuation by qualified personnel.

5. Hazardous Materials

- a. State will conduct Level 1 testing for the presence of hazardous materials. If requested, State will conduct reasonable testing up to a "Level 2" at the request of the Agency. If contamination is found, a recommendation for remediation will be presented to the Agency.
- b. Agency will be responsible for any necessary remediation.

**6. Negotiations:**

- a. State will tender all monetary offers to land-owners in writing at the compensation shown in the appraisal review. Agreements taken for more than the approved figure will be documented by an Administrative Justification for the increase in compensation shown on the document. State will provide the Agency with all pertinent letters, negotiation records and obligations incurred during the acquisition process.

**6. Relocation:**

- a. State will perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the project.
- b. State will make all relocation and moving payments for the project.
- c. Agency will promptly establish an appeal procedure so that displacees can be informed of the procedure at the outset of negotiations .

**C. Closing Phase**

1. State will close all transactions. This includes drawing deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments.
2. Agency will record conveyance documents.

**D. Mediation**

1. If the parties have reached an impasse in negotiations, State will offer mediation. State will handle the entire mediation process.

**E. Property Management**

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

**F. Condemnation**

1. Agency, or the Agency's independent counsel, will handle the condemnations upon submission by the State to the County of a "Recommendation for Condemnation" and copies of related files and documents. Condemnations will be in the name of the Agency..

MEETING DATE: NOV 25 1997

AGENDA NO: C-9

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovernmental Agreement with ODOT to add roadway work at Rail Crossing No. 5A-015.70 on Lower Rocky Point Road to Scope of Contract No. 11,953, between ODOT and Elting Inc.

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

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

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

**REGULAR MEETING:**      **Date Requested:** November 25, 1997

**Amount of Time Needed:** 5 minutes

**DEPARTMENT:** Environmental Services      **DIVISION:** Transp. & Land Use Plan

**CONTACT:** Denise Dietrich      **TELEPHONE #:** 248-5407

**BLDG/ROOM #:** #425/Yeon

**PERSON(S) MAKING PRESENTATION:** Denise Dietrich

**ACTION REQUESTED:**

INFORMATIONAL ONLY       POLICY DIRECTION       APPROVAL       OTHER

**SUGGESTED AGENDA TITLE:**

Approval of Intergovernmental Agreement between Multnomah County and Oregon Dept. of Transportation (ODOT) adding roadway work on Lower Rocky Point Road at Rail Crossing No. 5A-015.70 to Scope of Contract No. 11,953 between ODOT and Elting, Inc.

12/3/97 ORIGINALS to CATHELY KRAMER

**SIGNATURES REQUIRED:**

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

**OR**

**DEPARTMENT MANAGER:** Larry F. Nicholas / me

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

AGEN.PL

DDCK2236.FOR

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 NOV 20 AM 8:30



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION AND LAND USE PLANNING DIVISION  
1620 SE 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

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

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** ~~A~~ Larry F. Nicholas, P. E., Director  
Denise Dietrich, Engineering Construction Administrator *DMD*

**TODAY'S DATE:** November 18, 1997

**REQUESTED PLACEMENT DATE:** November 25, 1997

**RE:** Approval of Intergovernmental Agreement between Multnomah County and Oregon Dept. of Transportation (ODOT) adding roadway work on Lower Rocky Point Road at Rail Crossing No. 5A-015.70 to the Scope of Contract No. 11,953 between ODOT and Elting Inc., concerning Lower Rocky Point Road

**I. Recommendation/Action Requested:**

Approval of Intergovernmental Agreement between ODOT and Multnomah County for the performance of work on Lower Rocky Point Road at Rail Crossing No. 5A-015.70.

**II. Background/Analysis:**

ODOT is altering the existing railroad-highway crossing on Lower Rocky Point Road. There was no county cost participation for this work originally, and ODOT did not require an intergovernmental agreement. Engineering, right of way, and construction costs have been reimbursed under ODOT's Department Order No. 95-1383. During construction it became clear the extra work was needed to repair and modify adjacent section of Lower Rocky Point Road. ODOT's department order does not authorize additional work funded by the county. Therefore, this IGA is needed to authorize county reimbursement for additional work and to take advantage of ODOT's contractor.

III. Financial Impact:

The estimated cost of the additional work is \$20,000, which includes engineering costs.

IV. Legal Issues:

There are no legal issues.

V. Controversial Issues:

There are no controversial issues.

VI. Link to Current County Policies:

Improved safety is consistent with Policy 34 -Trafficways?

VII. Citizen Participation:

None required.

VIII. Other Government Participation:

This is an ODOT contract managed by the County. ODOT pays 10.37% and the Federal government pays 89.73%

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Renewal   
 County Counsel Contract Boilerplate (with pre-approved signature)  Attached  Not Attached

Contract #: 300588  
 Amendment #: \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)  <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue	<input type="checkbox"/> Professional Services that exceed \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceed \$50,000 <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-9</u> DATE <u>11/25/97</u>  <u>DEB BOGSTAD</u>                      BOARD CLERK  <input type="checkbox"/> Expenditure  <input type="checkbox"/> Revenue                 </div>

Department: Environmental Services Division: Transp. & Land Use Planning Date: 11/18/97  
 Originator: Denise Dietrich Phone: x85407 Bldg/Rm: #425/Yeon  
 Contact: Cathy Kramer Phone: 248-5050 x22589 Bldg/Rm: 425/Trans

Description of Contract : **Approval of an Intergovernmental Agreement between Multnomah County and ODOT for the purpose of adding roadway work on Lower Rocky Point Road at Rail Crossing No. 5A-015.70 to the scope of Contract No. 11,953, between ODOT and Elting Inc., concerning Lower Rocky Point Road.**

RFF/BID : \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_ EXEMPTION NUMBER/DATE: \_\_\_\_\_  
 ORIGINAL CONTRACT NO. \_\_\_\_\_ (only for original renewals) EXEMPTION EXPIRATION DATE: \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is :  MBE  WBE  ESB  QRF  N/A  NONE *Check all boxes that apply*

Contractor Name <u>ODOT-Transportation Development Branch</u> Mailing Address <u>555 13<sup>th</sup> Street NE (Mill Creek Office Bldg)</u> <u>Salem OR 97310</u> <u>Richard Hatch</u> Phone <u>(503) 986-4097</u>	Remittance address _____ (If different) _____
Employer ID# or SS# _____ Effective Date <u>Upon Execution</u> Termination Date <u>Upon Completion</u> Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>20,000.00</u>	Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>as billed</u> <input type="checkbox"/> Other  <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES**

Department Manager Larry F. Nicholas/uo DATE 11/19/97  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Counsel Matthew O. Ryan DATE 11/19/97  
 County Chair Walter Dean DATE 11/25/97  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT \$			
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJECT/ REVENUE	SUB OBJ	RECPT CAT	LGFS DESCRIP	AMOUNT	INC DEC
01	150	030	6156			8300					
02											
03											

DISTRIBUTION: Original - Contract Administration, Initiator, Accounts Payable *If additional space is needed, attach separate page. Write contract # on top of page.*

November 10, 1997

Docket No. RX 556

Misc. Contracts & Agreements No. 15743

## LOCAL AGENCY AGREEMENT RAIL-HIGHWAY CROSSINGS PROGRAM PROJECT

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State", and Multnomah County, a municipal corporation of the State of Oregon, acting by and through County Officials, hereinafter referred to as "Agency."

1. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Under such authority, State and Agency plan and propose to alter the existing railroad-highway crossing at Lower Rocky Point Road, Multnomah County, Crossing No. 5A-015.70, hereinafter referred to as "project". The project description and scope of work is described in Department Order No. 95-1383, marked Exhibit A, and by this reference made a part hereof.
3. The project shall be conducted as a part of the Rail-Highway Crossings Program under Title 23, United States Code, and the Oregon Action Plan. The State shall be responsible for the match for federal funds. Engineering, right of way, and construction costs for the project as depicted by Exhibit A are reimbursable under this program. Agency shall be responsible for all costs of any additional highway work it chooses to add to the project which is not depicted by Exhibit A.
4. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by reference made a part hereof. The Standard Provisions apply to all federal aid projects and can be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
5. Agency shall enter into and execute this agreement during a duly authorized session of its Board of County Commissioners.

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

This project was approved by the Oregon Transportation Commission as part of the Statewide Transportation Improvement Program, Highway/Rail Crossing Program.

The Oregon Transportation Commission, by a duly adopted delegation order, authorized the Deputy Director to sign this agreement for and on behalf of the Commission.

**STATE OF OREGON, by and through  
its Department Of Transportation**

Approval Recommended:

\_\_\_\_\_  
Claudia L. Howells,  
Rail Section Manager

Approved:

\_\_\_\_\_  
Thomas D. Lulay  
Interim Deputy Director

Date \_\_\_\_\_

This form was approved by Dale K. Hormann, Assistant Attorney General, on February 10, 1997

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DDCK2227.AGR

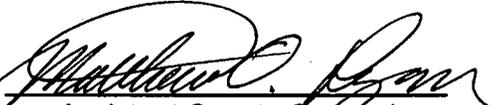
**BOARD OF COUNTY COMMISSIONERS  
for Multnomah County, Oregon**

By   
\_\_\_\_\_  
Beverly Stein, Chair

Date November 25, 1997

REVIEWED:

THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

By   
\_\_\_\_\_  
Assistant County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-9 DATE 11/25/97  
DEB BOGSTAD  
BOARD CLERK

ATTACHMENT NO. 1

SPECIAL PROVISIONS

Docket No. RX 556  
Misc. Contracts & Agreements No. 15743

1. Construction work on this project is estimated to be more than \$50,000. The project will be constructed by contract let by ODOT.
2. Agency shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
3. Agency shall acquire right-of-way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1980, as amended.
4. Agency insures that all project right-of-way monumentation will be conducted in conformance with ORS 209.150.
5. Agency shall, upon State's award of the construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract. The State shall obtain "Record Samples" at specified intervals for testing in the State Materials Laboratory in Salem.
6. Agency shall conform with requirements of the Oregon Action Plan, and if necessary shall appoint and direct the activities of a Citizen's Advisory Committee and Technical Advisory Committee, conduct any required public hearings and recommend the preferred alternative.
7. Monthly progress payments will be made at 90 percent of approved billings submitted by Agency. Payment of retained amounts will be made upon final review and acceptance of work.
8. Upon completion of the project, refer to State Order No. 95-1383 for maintenance responsibilities, and any other issues that are not expressly addressed by this agreement.
9. Agency may elect to expand the scope of the project beyond the scope of work as depicted in Exhibit A (Order No. 95-1383). Agency agrees to reimburse ODOT for all costs attributed to the expanded scope of work. The extent and cost of work to be performed under this provision will be identified and agreed to by the parties prior to commitment of such expenditures.
10. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act (O.R.S. 30.260 et seq), the Agency and the State each shall be solely responsible for any loss or injury caused to third parties arising from Agency's or State's own acts or omissions under the agreement; and Agency or State shall defend, hold harmless, and indemnify the other party to this agreement with respect to any claim, litigation, or liability arising from Agency's or State's own acts or omissions under this agreement.

## ATTACHMENT NO. 2

### STANDARD PROVISIONS

#### JOINT OBLIGATIONS

#### PROJECT ADMINISTRATION

1. State is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this project, and Agency hereby agrees that State shall have full authority to carry out this administration. If requested by Agency, State will further act for the Agency in other matters pertaining to the project. State and Agency shall actively cooperate in fulfilling the requirements of the Oregon Action Plan. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases for all projects.

Any project that uses federal funds, in project development, is subject to PS&E review and approval by FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

#### P.E. & CONSTRUCTION ENGINEERING

2. Preliminary and construction engineering may be performed by State, Agency, or others. If Agency, or others, perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a consultant to perform any of the work covered by this agreement, Agency and Consultant shall enter into an agreement describing the work to be performed and the method of payment. State shall concur in the agreement prior to the beginning of any work. No reimbursement shall be made using federal-aid funds for any costs incurred by such Consultant prior to receiving authorization from State to proceed.

On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency agrees to accept all responsibility for and defend lawsuits involving tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

**REQUIRED STATEMENT FOR USDOT FINANCIAL  
ASSISTANCE AGREEMENT:**

3. If as a condition of assistance the Agency has submitted and the U.S. Department of Transportation has approved a Minority Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into this financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the Agency of its failure to carry out the approved program, the U.S. Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the Agency to obtain future U.S. Department of Transportation financial assistance.

The Agency further agrees to comply with all applicable Civil Rights Laws, Rules and Regulations, including Section 504 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Act.

4. The parties hereto agree and understand that they will comply with all applicable statutes and regulations, including but not limited to Title 49 CFR, Parts 23 and 90, Audits of State and Local Governments; Title 41, USC, Anti-Kickback Act; Title 23, USC, Federal-Aid Highway Act; 42 USC, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1987; provisions of Federal-Aid Policy Guide (FAPG), Title 23 Code of Federal Regulations (23 CFR) 1.11, 710, and 140; and the Oregon Action Plan.

**STATE OBLIGATIONS**

**PROGRAM REQUEST**

5. State shall submit a program to the FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and construction work for the project. **NO WORK SHALL PROCEED ON ANY ACTIVITY IN WHICH FEDERAL-AID PARTICIPATION IS DESIRED UNTIL SUCH APPROVAL HAS BEEN OBTAINED.** The program shall include services to be provided by State, Agency or others. State shall notify Agency in writing when authorization to proceed has been received from the FHWA. Major responsibility for the various phases of the project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations, and the Oregon Action Plan.

## AUTHORITY FOR SURVEY

6. State shall prepare an Authority for Survey which will itemize the estimate of cost for preliminary engineering services to be provided by State, Agency or others, and shall furnish Agency with a copy of such cost estimate.

## FINANCE

7. State shall, in the first instance, pay all reimbursable costs of the project, submit all claims for federal-aid participation to the FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date, at anytime, by submitting a written request. When the actual total cost of the project has been computed, State shall furnish Agency with an itemized statement of such final costs.

## PROJECT ACTIVITIES

8. State shall, if the work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids. State shall prepare contract and bidding documents, advertise for bid proposals, award all contracts and, upon award of a construction contract, perform all necessary laboratory testing of materials, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project. The actual cost of laboratory testing services provided by State will be charged to the project construction engineering expenditure account and will be included in the total cost of the project.

## FREE BRIDGE DESIGN

9. State shall, as provided in ORS 366.155(h), prepare plans and specifications for the structure portion only of bridges and culverts at no expense to the counties.

## RIGHT-OF-WAY

10. State is responsible for acquisition of the necessary right-of-way and easements for construction and maintenance of the project. Agency may request to perform the acquisition functions, subject to execution of a written agreement. State

shall review all right-of-way activities engaged in by Agency to assure compliance with applicable laws and regulations.

If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations which are in effect at the time of disposition. Reimbursement to State of the required proportionate share of the fair market value may be required.

## AGENCY OBLIGATIONS

### FINANCE

11. Agency shall, prior to the commencement of the preliminary engineering and right-of-way acquisition phases, deposit with State its estimated share of each phase.

Agency's share of construction will be deposited in two parts. The initial deposit will represent 65 percent of the Agency's share, based on the engineer's estimate, and will be requested three weeks prior to opening bids on the project. Upon award of the contract, the balance of the applicant's share will be requested.

Collection of advance deposits amounting to less than \$2,500 for the P.E. and R/W phase of the project will be postponed until collectively the amount exceeds \$2,500 or until the collection of the advance deposit for construction is required.

Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option of which may be a deposit in the Local Government Investment Pool accompanied by an Irrevocable Limited Power of Attorney), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State.

12. Agency shall present properly certified bills for 100 percent of actual costs incurred by Agency on behalf of the project directly to State's Liaison Person for review and approval. Such bills shall be in a form acceptable to State and documented in such a manner as to be easily verified. Billings shall be presented for periods of not less than one month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to presentation to Highway Division Accounting for payment. Agency's actual costs eligible for federal-aid participation shall be those allowable under the provisions of FAPG, 23 CFR 1.11, 710, and 140. Final billings shall be submitted to State for

processing within six months from date that costs were incurred. Partial billing (progress payment) shall be submitted to State within three months from date that costs incurred.

13. The costs records and accounts pertaining to the work covered by this agreement are to be kept available for inspection by representatives of State and the FHWA for a period of three (3) years following the date of final payment. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (49 CFR 18.42).

This agreement is subject to the provisions of the Single Audit Act of 1984 (49 CFR, Part 90) as stated in Circular A-128 of the United States Office of Management and Budget.

### PROJECT CANCELLATION

14. Agency agrees that should they cause the project to be canceled or terminated for any reason prior to its completion, Agency shall reimburse State for any costs that have been incurred by State on behalf of the project.

### DELAYED STARTING DATE

\* 15. In the event that right-of-way acquisition for, or actual construction of the facility for which this preliminary engineering is undertaken is not started by the close of the TENTH FISCAL YEAR following the fiscal year in which this agreement is executed, State may request reimbursement of the sum or sums of Federal-Aid funds disbursed to Agency under the terms of this agreement.

### UTILITIES

\* 16. Agency shall relocate or cause to be relocated, all utility conduits, lines, poles, mains, pipes, and such other facilities where such relocation is necessary in order to conform said utilities and facilities with the plans and ultimate requirements of the project. Only those utility relocations which are eligible for federal-aid participation under the FAPG, 23 CFR 645A, shall be included in the total project costs and participation; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility adjustments in areas lying within jurisdiction of State and, if State is performing the preliminary engineering. Agency may request State to arrange for utility adjustments lying within Agency jurisdiction, acting on behalf of Agency.

Agency shall, five weeks prior to the opening of construction bid proposals, furnish State with an estimate of cost for eligible reimbursable utility relocations, based on the plans for the project. Agency shall notify State's Liaison Person prior to proceeding with any utility relocation work in order that the work may be properly coordinated into the project and receive the proper authorization.

### CONSTRUCTION

17. Design Standards for all projects shall meet the requirements of the Intermodal Surface Transportation Efficiency Act of 1991. In addition, all projects on the Oregon State Highway System shall be in compliance to Standards specified in the current ODOT Highway Design Manual and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the project shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction.

### GRADE CHANGE LIABILITY

18. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

### CONTRACTOR CLAIMS

19. Agency shall provide legal defense against all claims brought by the contractor, or others, resulting from Agency's failure to comply with the terms of this agreement.

### MAINTENANCE RESPONSIBILITIES

\* 20. Agency shall, upon completion of construction, thereafter maintain and operate the project at its own cost and expense, and in a manner satisfactory to State and the FHWA.

## WORKERS' COMPENSATION COVERAGE

21. The contractor, its subcontractors, if any, and all employers working under this (Agreement/Contract) are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

## LOBBYING RESTRICTIONS

22. Agency certifies by signing this agreement that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- \* Paragraphs 15, 16, and 20 are not applicable to any local agency on state highway projects.

ORDER NO. 95-1383

ENTERED DEC 27 1995

PUC CROSSING NO. 5A-15.7  
DOT CROSSING NO. 57 887 P

TRUE COPY OF ORIGINAL

ADMINISTRATIVE HEARINGS

BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON

RX 556

In the Matter of the Railroad-Highway Grade )  
Crossing at Lower Rocky Point Road 445 and )  
Burlington Northern Railroad Company, Astoria. )  
Line, near Holbrook, Multnomah County, Oregon. )

ORDER

In the furtherance of its duties in the administration of ORS 763.030, the Commission Staff has investigated the adequacy of the safety at the subject grade crossing. The public authority in interest is Multnomah County (hereafter "County"). The affected railroad is Burlington Northern Railroad Company, Astoria Line (hereafter "Railroad").

Order No. 94-833, entered May 24, 1994, authorized installation of vehicle STOP and STOP AHEAD signs at the subject grade crossing. The County notified the Commission by letter dated June 16, 1994, the ordered signs had been installed. Since that time, the County has surveyed and developed a safer design for the roadway that would facilitate the installation of flashing light and automatic gate signals at the crossing.

By letter dated December 15, 1995, the County provided plans to staff entitled "N.W. LOWER ROCKY POINT ROAD AT CROSSING NO. 5A-015.70," Sheets 2, 3, 4 and 5 of 5. Staff served the plans on Burlington Northern Railroad Company and Richard Tonneson, by letter dated December 19, 1995. Staff advised the parties that an Order in this matter should be entered prior to December 31, 1995.

All parties have agreed the proposed crossing alterations are required by the public safety, necessity, convenience and general welfare. Therefore, under ORS 763.080 no hearing is required and the Commission may enter this Order without hearing.

DOCKETED

Appendix A to this Order depicts the scope of the work involved in the proposed project. The alignment of the roadway and track in the vicinity of the crossing is shown. The realigned roadway will intersect the track at an angle of approximately 60 degrees. It is proposed that flashing light and automatic gate signals be installed at the crossing. The automatic signals will be installed to accommodate a roadway 28 feet wide at the crossing, consisting of two 12-foot wide paved travel lanes and a variable width (from 2 to 7 feet wide) aggregate shoulder on the north side of the road. An additional flashing light signal will be installed in the southeast quadrant due to the sharp curvature in the roadway east of the crossing. Barrier curbing or guardrail will be installed adjacent to the automatic signals as shown on Appendix A.

From the foregoing, the Commission finds the proposed crossing alterations are required by the public safety, convenience and general welfare, and that it is appropriate to authorize expenditure of funds from the Grade Crossing Protection Account, as provided by ORS 763.290, in the amount agreed upon by the parties. The Commission further finds that a variance from the requirements of OAR 860-42-215(1) should be granted for the northwest approach to the crossing as requested by the County.

**IT IS ORDERED that:**

1. The subject grade crossing shall be altered as set forth below. All alterations shall be completed within 15 months from the entered date of this Order.
2. A variance from the requirements of OAR 860-42-215(1) is granted for the northwest roadway approach to the crossing as requested by Multnomah County's letter dated December 15, 1995, in this matter.
3. Multnomah County shall:
  - a. Subject to reimbursement as set forth below, reconstruct that portion of the crossing lying outside lines drawn two feet outside each rail to accommodate a 28-foot wide roadway as depicted on Appendix A. The construction shall be accomplished according to the plans entitled "N.W. LOWER ROCKY POINT ROAD AT CROSSING NO. 5A-015.70," Sheets 2, 3, 4 and 5 of 5.
  - b. Subject to reimbursement as set forth below, furnish and install guardrail adjacent to the automatic signals located in the northeast and southeast quadrants at the crossing. The devices shall be located according to OAR 860-42-070(13) and installed according to ODOT Drawing No. 2115, urban standard.
  - c. Subject to reimbursement as set forth below, furnish and install 7-inch high barrier curbing adjacent to the set of flashing light and automatic

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gate signals at the southwest quadrant of the crossing. The curbing shall be constructed according to OAR 860-42-060, commencing not less than 10 feet from the centerline of track and extending away from the crossing not less than 50 feet.

- d. Subject to reimbursement as set forth below, furnish and install stop clearance lines at the crossing according to OAR 860-42-070(10).
- e. Subject to reimbursement as set forth below, furnish and install advance warning signs and advance warning pavement markings on each roadway approach to the crossing. The devices shall be installed according to OAR 860-42-070(11).
- f. Subject to reimbursement as set forth below, remove the vehicle STOP and STOP AHEAD signs previously authorized by Order No. 94-833. Said signs shall be removed upon the completion of the County's project and activation of the ordered automatic warning devices at the crossing.
- g. Maintain the ordered barrier curb and guardrail, and that portion of the crossing lying outside lines drawn two feet outside each rail, and bear all the costs.

4. Burlington Northern Railroad Company shall:

- a. Subject to reimbursement as set forth below, reconstruct that portion of the crossing lying between lines drawn two feet outside each rail to accommodate a roadway 28 feet wide.
- b. Subject to reimbursement as set forth below, furnish and install the following automatic warning devices at the crossing:
  - (1) Two Standard No. 2 flashing light signals and two Standard No. 4 automatic gate signals, located in the northeast and southwest quadrants of the crossing.
  - (2) One Standard No. 2 flashing light signal located in the southeast quadrant of the crossing.

The location and activation of the crossing signals shall comply with OAR 860-42-070(7) and OAR 860-42-090, respectively.

- c. Maintain the ordered automatic signals and circuitry, and that portion of the crossing lying between lines drawn two feet outside each rail, and bear all the costs.
  - d. Notify the Commission in writing or by facsimile transmission not less than five working days prior to the date that the ordered automatic signals will be activated and placed in service.
- 5. Each party shall notify the Commission upon completion of its portion of the project.
  - 6. Each party shall comply with the provisions of ORS 757.541 to 757.571, Excavation Regulations.
  - 7. Oregon Department of Transportation, Highway Division, using federal Section 130 funds shall bear 90 percent of the cost of reconstructing the crossing and its roadway approaches according to the County's plans entitled "N.W. LOWER ROCKY POINT ROAD AT CROSSING NO. 5A-015.70," Sheets 2, 3, 4 and 5 of 5, furnishing and installing the ordered automatic signals, circuitry, barrier curb, guardrail, and removing the previously authorized vehicle STOP and STOP AHEAD signs.
  - 8. Pursuant to ORS 763.290, the Grade Crossing Protection Account shall bear the 10 percent match of the items listed in paragraph 7 above.
  - 9. Upon completion of the ordered reimbursable work, Multnomah County, or Burlington Northern Railroad Company, whichever advances the share of the cost apportioned to the Grade Crossing Protection Account, shall present its claim for reimbursement for Commission approval.

**DEC 27 1995**

Made, entered, and effective



*Gregg Dal Ponte*

Gregg Dal Ponte  
Acting Assistant Commissioner  
Transportation

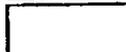
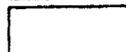
95-1883

ORDER NO.

APPENDIX A  
RX 556

Lower Rocky Point Rd  
5A-015.70  
Multnomah County

LEGEND:

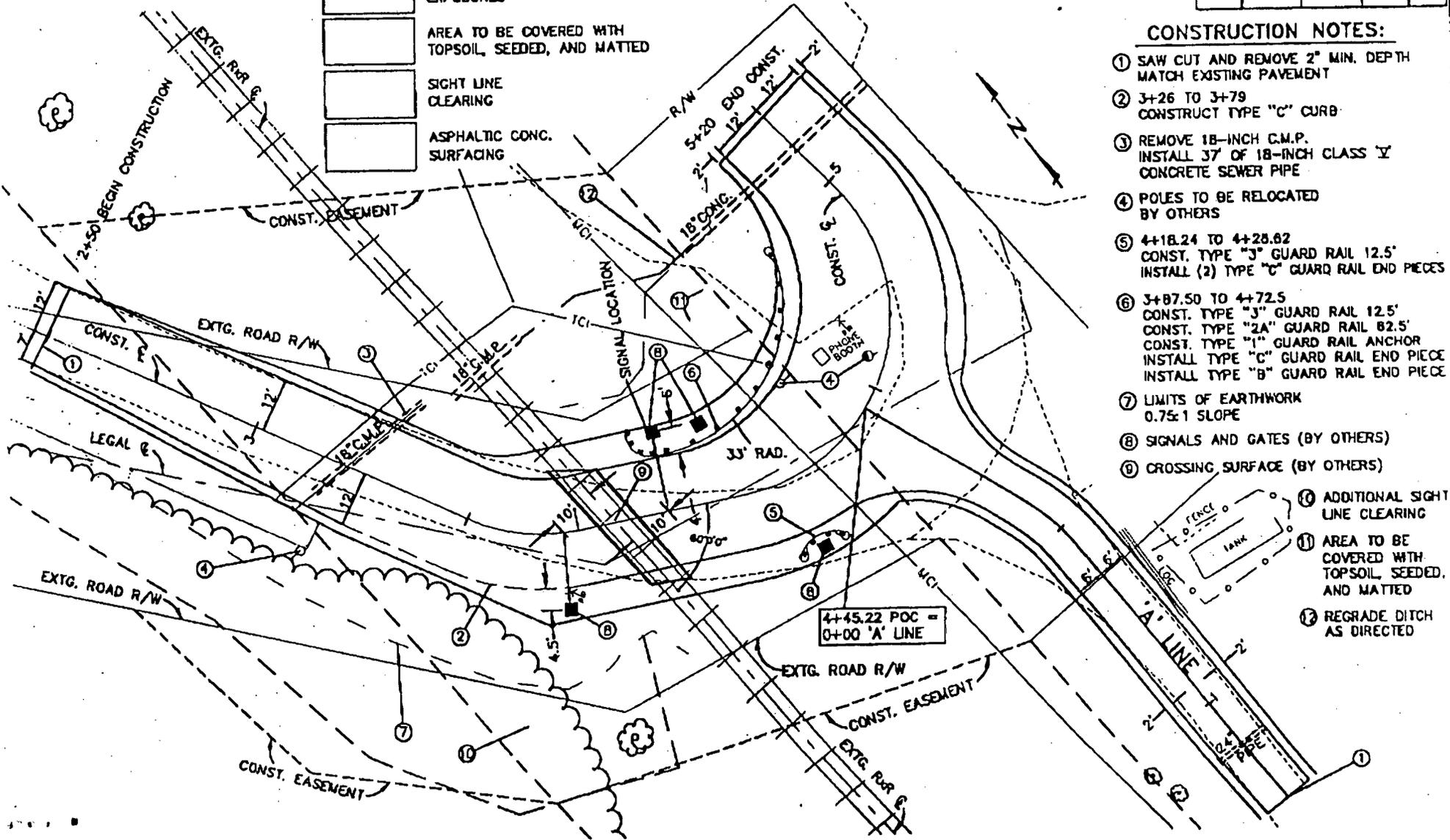
-  ROCK OUTCROP EXPOSURES
-  AREA TO BE COVERED WITH TOPSOIL, SEEDED, AND MATTED
-  SIGHT LINE CLEARING
-  ASPHALTIC CONC. SURFACING

FOR REVIEW ONLY  
NOT FOR CONSTRUCTION

N.W. LOWER ROCKY POINT ROAD AT CROSSING NO. 5A-015.70				3
PROJECT NO.	DATE	PREPARED BY	CHECKED BY	5

CONSTRUCTION NOTES:

- ① SAW CUT AND REMOVE 2" MIN. DEPTH MATCH EXISTING PAVEMENT
- ② 3+26 TO 3+79  
CONSTRUCT TYPE "C" CURB
- ③ REMOVE 18-INCH C.M.P.  
INSTALL 37' OF 18-INCH CLASS V CONCRETE SEWER PIPE
- ④ POLES TO BE RELOCATED BY OTHERS
- ⑤ 4+18.24 TO 4+28.82  
CONST. TYPE "J" GUARD RAIL 12.5'  
INSTALL (2) TYPE "C" GUARD RAIL END PIECES
- ⑥ 3+87.50 TO 4+72.5  
CONST. TYPE "J" GUARD RAIL 12.5'  
CONST. TYPE "2A" GUARD RAIL 82.5'  
CONST. TYPE "1" GUARD RAIL ANCHOR  
INSTALL TYPE "C" GUARD RAIL END PIECE  
INSTALL TYPE "B" GUARD RAIL END PIECE
- ⑦ LIMITS OF EARTHWORK  
0.75:1 SLOPE
- ⑧ SIGNALS AND GATES (BY OTHERS)
- ⑨ CROSSING SURFACE (BY OTHERS)
- ⑩ ADDITIONAL SIGHT LINE CLEARING
- ⑪ AREA TO BE COVERED WITH TOPSOIL, SEEDED, AND MATTED
- ⑫ REGRADE DITCH AS DIRECTED







CASE NAME Major Variance NUMBER HV 15-97, SEC 30-97

1. Applicant Name/Address

Property Owner/ Applicant: George Sowder 17817 NW Skyline Portland, OR, 97231

Action Requested of Board
[X] Affirm Hearings Officer Dec.
[ ] Hearing/Rehearing
[ ] Scope of Review
[ ] On the record
[ ] De Novo
New information allowed

2. Action Requested by Applicant

Approval of a major variance and significant environmental concern to construct a pole-barn structure in the CFU (Commercial Forest Use) District.

3. Planning Staff Recommendation

Denial of a major variance and a significant environmental concern permit to construct a structure approximately 36'x48' within the required 200' setback at a distance of 35' from the adjoining property line.

4. Hearings Officer Decision

Denial of a major variance and a significant environmental concern permit to construct a structure approximately 36'x48' within the required 200' setback at a distance of 35' from the adjoining property line.

5. If recommendation and decision are different, why?

Both the Hearings Officer decision and the Staff recommendation were for denial.

ISSUES (who raised them?)

6. The following issues were raised

The applicant and a neighbor commented that this proposal would not be detrimental to the parcel or neighboring parcels. One other neighbor responded in writing that they supported the staff recommendation.

7. Do any of these issues have policy implications? Explain.

The Staff generally recommends applying the variance criteria relative to each individual case and determining compliance on a case by case basis.

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## DECISION OF HEARINGS OFFICER

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MULTNOMAH COUNTY  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION AND LAND USE PLANNING DIVISION  
2115 SE MORRISON STREET  
PORTLAND, OREGON 97214

**Case File:** HV 15-97, SEC 30-97  
**Hearings Officer:** Liz Fancher  
**Hearing Date:** October 15, 1997  
**Record Closed:** October 22, 1997

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**WHAT:** An application for a major variance and a Significant Environmental Concern Permit to construct a pole-barn structure (approximate dimensions: 36'x48') within the 200' side setback (MCC 11.15.2042, 11.15.8505, MCC 11.15.6404).

**WHERE:** 17817 NW Skyline Boulevard, Portland, OR 97231  
T2N, R2W, Section 14 Tax lot '4'

**OWNER:** George Sowder  
17817 NW Skyline Boulevard  
Portland, OR, 97231

**APPLICANT:** George Sowder

**PLANNER:** Susan Muir

**ZONING:** Commercial Forest Use (CFU) and Significant Environmental Concern (SEC-h).

1

HV 15-97, SEC 30-97  
Meeting Date: October 15, 1997

Contact Person: Susan Muir  
Phone: (503) 248-3043

**HEARINGS OFFICER'S DECISION: Denial**, based on the findings and conclusion contained herein. The applicant failed to meet his burden of proving the following:

**A. Development Standards for Dwelling in CFU District**

1. The applicant did not establish that the location chosen for the accessory structure will have the least impact on nearby or adjoining forest lands and will meet the minimum setbacks of zone, as required by county approval criteria.
2. The applicant did not prove that forest operations in area of property will not be curtailed or impeded by construction of the proposed accessory structure.
3. The proposed structure location does not provide the required 100' secondary fire safety zone around the structure as the structure is only 35' from a property line which adjoins another area lot.

**B. Variance Criteria**

1. The circumstances which are cited as justifying a variance are similar to those of other properties in the area. In order to warrant approval of a variance, the conditions must "not apply generally to other property in the same vicinity or district."
2. The applicant has not proven that the setback requirement he seeks to vary would restrict the use of the subject property to a greater degree than it would restrict other properties in the vicinity. While the subject property lacks street frontage and the lack of street frontage imposes a greater setback requirement than would apply to lots with street frontage, a number of other lots in the area lack street frontage or have very limited street frontage. Further, the proposed use may still occur on the subject property but must occur closer to the applicant's existing residence.

**C. SEC Permit**

1. The applicant has failed to provide the information required by MCC.14.6426 This information is needed by the Hearings Officer to evaluate whether to approve the SEC permit for the subject property.
2. A wildlife management plan is required for the subject property. The applicant has failed to provide such a plan for review and approval by the Hearings Officer.

#### **D. All Permits**

The applicant has failed to address county code provisions which are mandatory approval criteria for the land use applications. The record lacks the information needed by the Hearings Officer to find compliance with those standards.

**Format:** The decision uses the staff report as a starting point for preparation of the decision. Findings prepared by the applicant and staff related to approval criteria are listed below the approval criteria. The hearings officer accepts all findings contained in this report in support of her decision of denial unless such findings are contradicted or rejected by findings provided by the hearings officer. The Hearings Officer's findings are contained in the sections begun with the abbreviation "HO" (Hearings Officer).

### **Approval Criteria**

The Hearings Officer must find that the proposal meets the approval criteria of the following Zoning Code, and Comprehensive Plan Policies:

#### **I. Commercial Forest Use (CFU) Zone Considerations:**

A. **MCC 11.15.2054 - Accessory Uses.** The following structures or uses may be authorized in this district provided they are customarily accessory or incidental to a permitted use:

- (D) **Other structures or uses determined by the Planning Director to be customarily accessory or incidental to any use permitted or approved in this district.**

**Staff:** The applicant is requesting permission to build a storage building which is incidental to a single family dwelling on the property.

#### **B. MCC 11.15.2058     Dimensional Requirements**

##### **B. Minimum Yard Dimensions - Feet:**

- **60 feet from centerline of County Maintained Road**
- **200 feet - Other front**
- **200 feet - Side**
- **200 feet - Rear**

**These yard dimensions and height limits shall not be applied to the extent they would have the effect of prohibiting a use permitted outright. Variances to dimensional standards shall be pursuant to MCC .8505 through .8525, as applicable.**

**Staff:** The applicant has submitted a site plan indicating that the setback from the East property line is 35'.

**HO:** The proposed 35' setback from the east property line violates the 200' setback required by this code provision. The applicant has filed a request for a variance to the setback pursuant to MCC .8505 through .8525 but has not met his burden of proving compliance with the variance standards in those code sections, as discussed below. As such, the 200' setback standard applies. The failure of the SEC application to comply with that setback standard requires denial of this application.

The application of the setbacks to the subject property does not prohibit any use permitted outright. The "not prohibit use permitted outright" standard is unclear. It clearly allows exceptions to setback standards for lots which are completely covered by setbacks but it is unclear whether this is the only situation where application of setbacks can be found to prohibit a use permitted outright. This question must be asked as a large area of the subject property is unencumbered by setbacks where the proposed use could be located.

Arguably, the "not prohibit use permitted outright" standard may allow exceptions where other governmental regulations prohibit construction on areas that are unencumbered by setbacks. A portion of the subject property is located in an SEC protected stream area where placement of the structure would not be permissible. The "not prohibited outright" standard may also apply where physical limitations, as a practical matter, prohibit construction. The applicant has claimed that a large section of his property which is not encumbered by setbacks is unsuitable for development due to steep terrain. The applicant drew a map of his property which marks the area he believes is unsuitable for development.

Resolution of this issue is not necessary, however, because even if all of the areas that the applicant claims are unsuitable for development are excluded from the analysis of this criterion, there are areas outside of the setback areas which have not been shown to be unsuitable for construction of the accessory structure. The burden of showing unsuitability lies with the applicant, a burden he has not met. The potentially suitable development areas are located in the open, level lawn area north of the existing home, in the middle of the circular driveway (south two-thirds of this area), in the area of one side

of the circular driveway (assuming that driveway is converted to one lane driveway with a small turnaround area and the area where the applicant plans to build a three car garage. The garage area is marked "future garage" on the site plan map. As a result, the use proposed is not prohibited by the application of the setback standards.

C. MCC 11.15.2074     Development Standards for Dwellings and Structures

Except as provided for the replacement or restoration of dwellings under MCC .2048(E) and .2049 (B), all dwellings and structures located in the CFU district after January 7, 1993 shall comply with the following:

(A)     The dwelling or structure shall be located such that:

- (1)     It has the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements of .2058(C) through (G);

**Applicant:** Proposed structure is a pole barn. The proposed use is equipment storage. Therefore, proposed structure will have no impact of adjoining forest or agricultural lands.

**Staff:** There has been no analysis by the applicant relative to the surrounding forest or agricultural lands. Staff cannot make the finding that the accessory structure will have the least impact on farm and forest lands.

The subject parcel is surrounded by lands designated Commercial Forest Use and protected for forest uses. A statement that the proposed use (storage) will have no impact of adjoining lands is a conclusion not supported by evidence in the record.

The application has failed to meet this burden.

**HO:** The applicant furnished evidence at the hearing to show that the property closest to the proposed accessory building is not currently in forest use. The applicant has not explained, however, why the location chosen by the applicant is the location which will have the *least* impact on adjoining forest lands. The applicant's statement that the structure will have no impact on forest or agricultural lands is not consistent with the underlying assumptions of the forest protection zone -- that buildings and structures, in most cases, are an impediment to forestry operations such as slash burning and timber falling. The presence of

structures close to a timber operation could prevent the use of slash burning<sup>1</sup> as a method of operation. The presence of the structure close to areas where trees are being felled could make it infeasible to fell trees without risk of causing damage to the new structure. These and other potential risks need to be identified and addressed relative to the plan to site a new structure in this forest zone.

The proposed site plan violates the minimum yard and setback requirements of .2058(C) through (G) as it proposes a 35' setback from the eastern property line to the proposed structure whereas a 200' setback is required for this yard.

**(2) Forest operations and accepted farming practices will not be curtailed or impeded;**

**Applicant:** The proposed structure is not a residence; Therefore, it will have no impact on forest operations or farming practices.

**Staff:** The criteria requires the structure to be sited such that it will not curtail forest operations or farming practices. The structure is an accessory use, however, it is subject to the development standards of the CFU zone. The applicant's burden is to demonstrate the proposed location will minimize any interference with farm or forest practices. The statement of the applicant is a conclusion not supported in the record.

**HO:** At a minimum, a description of what forest operations are occurring in the area is required by this criterion and why those operations will not be curtailed or impeded. Berg v. Linn County, 22 Or LUBA 507 (1992)(discussing similar legal "test" for farm practices); Schellenberg v. Polk County, 21 Or LUBA 425, 434 (1991); Platt v. Washington County, 16 Or LUBA 151 (1987). A local government cannot assume from the absence of information in the record that a proposed use will result in no adverse impacts. Rather, the applicant bears the burden to establish, and the local government's findings must affirmatively explain why it believes there are no significant adverse impacts. Berg, 22 Or LUBA at 510-11; see Mission Bottom Assoc. v. Marion County, \_\_\_ Or LUBA \_\_\_, (LUBA No. 96-057, September 26, 1996).

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<sup>1</sup>The Hearings Officer is unaware whether slash burning is an accepted method of forestry in this area. It could be that slash burning has been precluded as a viable forestry practice in this area due to the significant amount of residential development which has occurred in the area.

- (3) The amount of forest land used to site the dwelling or other structure, access road, and service corridor is minimized;**

**Applicant:** The location for the proposed structure is selected to minimize intrusion into forested areas on the parcel upon which it is proposed it be located. (please see enclosed site map with proposed location indicated.) The proposed site for the pole barn in is the Northeast corner of an approximately 20 acre parcel where the current easement road access exists and is in current use. The site selected, as indicated on map, takes into account current uses in that area, (i.e. other existing structures exist in this proximity. Also this location minimizes the amount of driveway required and utilizes driveways already in existence. No new driveway would be required.

- (4) Any access road or service corridor in excess of 500 feet in length is demonstrated by the applicant to be necessary due to physical limitations unique to the property and is the minimum length required; and**

**Applicant:** none required.

**Staff:** The existing accessway to the location is approximately 350' in length from Skyline Boulevard.

- (5) The risks associated with wildfire are minimized. Provisions for reducing such risk shall include:**

- (a) Access for a pumping fire truck to within 15 feet of any perennial water source on the lot. The access shall meet the driveway standards of MCC .2074(D) with permanent signs posted along the access route to indicate the location of the emergency water source;**

**Applicant:** No perennial water source available on parcel.

**Staff:** Staff has found no evidence that access to the site was previously approved. Compliance with MCC .2074 is required, and if approved can be satisfied with a condition placed on approval.

**HO:** Compliance with MCC .2074 is not required for the subject property as MCC .2074 applies to properties with perennial water sources, not to properties which lack such sources.

**(b) Maintenance of a primary and a secondary fire safety zone.**

- (i) A primary fire safety zone is a fire break extending a minimum of 30 feet in all directions around a dwelling or structure. Trees within this safety zone shall be spaced with greater than 15 feet between the crowns. The trees shall also be pruned to remove low branches within 8 feet of the ground as the maturity of the tree and accepted silviculture practices may allow. All other vegetation should be kept less than 2 feet in height.**

**Applicant:** (see fire safety zone map for delineation of primary zone area)

- (ii) On lands with 10 percent or greater slope the primary fire safety zone shall be extended down the slope from a dwelling or structure as follows:**

<u>Percent Slope</u>	<u>Distance In Feet</u>
Less than 10	Not required
Less than 20	50
Less than 25	75
Less than 40	100

**Applicant:** Site selected for proposed storage building has been selected to be < to 4%. (See site diagram with slope data)

- (iii) A secondary fire safety zone is a fire break extending a minimum of 100 feet in all directions around the primary safety zone. The goal of this safety zone is to reduce fuels so that the overall intensity of any wildfire is lessened. Vegetation should be pruned and spaced so that fire will not spread between crowns of trees. Small trees and brush growing underneath larger trees should be removed to prevent the**

**spread of fire up into the crowns of the larger trees. Assistance with planning forestry practices which meet these objectives may be obtained from the State of Oregon Department of Forestry or the local Rural Fire Protection District.**

**Applicant:** (see fire safety zone map delineating secondary fire safety zone)

**Staff:** The proposed structure is sited approximately 35 feet from the east property line which abuts tax lot 41, which is not owned by the applicant. The secondary fire safety zone is required to extend at minimum 100 feet beyond the 30-foot primary fire safety zone. The structure as sited would require a secondary fire break encroaching onto land under ownership for which the applicant has no control.

The application fails to comply with the secondary fire break as required.

- (iv) No requirement in (i), (ii), or (iii) above may restrict or contradict a forest management plan approved by the State of Oregon Department of Forestry pursuant to the State Forest Practice Rules; and**

**HO:** There is no evidence in the record to establish that a forest management plan approved by the State of Oregon Department of Forestry pursuant to the State Forest Practices Rules has been approved for the subject property.

- (c) The building site must have a slope less than 40 percent.**

**HO:** The proposed building site has a slope of less than 40 percent.

**D. MCC 11.15.8505, Variance Approval Criteria**

**(A) The Approval Authority may permit and authorize a variance from the requirements of this Chapter only when there are cause practical difficulties in the**

**application of the Chapter. A Major Variance shall be granted only when all of the following criteria are met. A Minor Variance shall met criteria (3) and (4).**

**(1) A circumstance or condition applies to the property or to the intended use that does not apply generally to other property in the same vicinity or district. The circumstance or condition may relate to the size, shape, natural features and topography of the property or the location or size of physical improvements on the site or the nature of the use compared to surrounding uses.**

**Applicant:** The parcel upon which I am requesting permission to site a pole barn structure has dimensions of 1372 feet by 635 feet, with the long dimension running east - west, comprising approximately 20 acres. A ravine with an elevation drop of 180 feet with a seasonal stream transects the tract from the northeast corner to the southwest corner. A residence is located in the easterly  $\frac{1}{4}$  of the parcel access to the parcel is provided by easement due south from Skyline Blvd, entering the parcel from the northeast corner. All development has occurred in this northeast quadrant of the parcel. The entire remainder of the property is currently in forest use. (see map) The current zone, as articulated in the Multnomah County Comprehensive Framework Plan, is CFU 80 whose purpose as articulated in Policy 11 of the Plan Amendments adopted July 9, 1996, "...is to conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management..." The subject parcel is in both an area of Significant Environmental Concern (SEC) and its subheading: Wildlife Habitat (SEC-H). The parcel is also in the Tualatin River Drainage Basin and thus, because of the steep terrain that prevails through out the majority of the property, careful siting of structures to minimize ground disturbance should be observed. For all of the above concerns, the site selected appears to be the best location that will result in the least disturbance to Forestry, wildlife and topography.

**Staff:** The subject property is 20 acres in size and is similar in size to surrounding properties and may be a bit larger than the average size in the vicinity (see following map). Staff does find that the parcel has a ravine and topographic conditions on a portion of the property that may make development of those areas less desirable, however, this parcel is located within the west hills along Skyline Boulevard where many of the surrounding parcels have some of the same conditions such as steep slopes and ravines on a portion of the property. Staff does not find that there is any circumstance or condition that relates to the size, shape, natural features or topography of the subject property or the location or size of physical improvements on the site or the nature of the use compared to surrounding uses.

The parcel is located in the West Hills where parcels with development limitations are common. For example, Multnomah County has received more than 10 applications for Hillside Development permits in the West Hills this year. Hillside Development Permits are generally required for all development on slopes exceeding 25% or on lands designated as being within a slope hazard area based on the Multnomah County Slope Hazard Maps. The subject parcel is not located within a slope hazard area based on these maps.

Staff finds the applicant has failed to demonstrate how the natural features and topography of the site do not apply generally to other parcels in the vicinity or district or why the structure could not be located further west, thus maximizing the required yard. The applicant's burden is to demonstrate the yard requirement is the maximum possible, not simply that it is the most appropriate.

**Staff Conclusion:** The application fails to demonstrate a circumstance or condition related to parcel size or shape, topographical or natural features apply to the property or to the Accessory Structure that does not apply generally to other property in the same vicinity or district.

**HO:** The Hearings Officer concurs with the staff conclusion and findings regarding this approval criterion.

**(2) The zoning requirement would restrict the use of the subject property to a greater degree than it restricts other properties in the vicinity or district.**

**Applicant:** The stated goals of the CFU 80 zone, forestry including the additional requirements of goal V (such as preservation of wildlife habitat and avoidance of riparian areas) would be significantly compromised if the site selected for building observed the required 200 feet setback code requirement. Moreover, noting the parcelization of the area, pole-barn structures are a very common feature on surrounding parcels.

**Staff:** The subject property has another structure labeled "shack" on the submitted site plan and there is no analysis provided that indicates how many parcels in the surrounding vicinity have more than one accessory structure.

**HO:** The findings submitted by the applicant do not show how the subject property is burdened to a greater degree than other properties. The only evidence in the record which the Hearings Officer believes might support a finding of compliance with this criterion is the fact that the subject property has no road frontage and, therefore, is subject to a 200'

yard setback on all four sides. Properties which adjoin a roadway are allowed to build at approximately the same setback from their property line as proposed by the applicant (35' from property line, 60' from center of roadway). This fact does not, however, justify a variance in this case as the applicant has not shown that the lack of road frontage is an unusual circumstance. In fact, the map of the area included in the staff report shows that a number of other properties in the area also lack street frontage or have very little street frontage (flag lots).

**(3) The authorization of the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affects the appropriate development of adjoining properties.**

**Applicant:** The structure which is the subject of this application will not be detrimental to the public welfare nor injurious to property in the vicinity. In this area pole barn structures used for the purpose of storage are frequently found in conjunction with forest and agricultural activities conducted here.

**(4) The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zone.**

**Applicant:** The suggested structure and its proposed location will not adversely affect the realization of the Comprehensive Plan, nor establish a use which is not listed in the underlying zone. MCC 11.15.2054 (D) allows structures or uses determined by the Planning Director to be customarily accessory or incidental to any use permitted or approved by the district. As indicated in my response to items 2 and 3 (above), I believe an ag/forest pole-barn storage building does not violate this criterion.

**E. MCC 11.15.6404 Significant Environmental Concern**

**MCC 11.15.6404 - Uses - SEC Permit Required: (A) All uses permitted under the provisions of the underlying district are permitted on lands designated SEC; provided, however, that the location and design of any use, or change or alteration of a use, except as provided in MCC .6406, shall be subject to an SEC permit.**

**Applicant:** An application for an SEC permit has been made.

**Staff:** Staff cannot make the finding that the use is permitted under the provisions of the underlying district due to the recommended denial of the variance.

**MCC 11.15.6408 - Application for SEC Permit:** An application for an SEC permit for a use or for the change or alteration of an existing use on lands designated SEC, shall address the applicable criteria for approval, under MCC .6420 through .6428, and shall be filed as follows:

**(C) An application for an SEC permit shall include the following:**

**(1) A written description of the proposed development and how it complies with the applicable approval criteria of MCC .6420 through .6426.”**

**MCC 11.15.6420 - Criteria for Approval of SEC Permit:** The SEC designation shall apply to those significant natural resources, natural areas, wilderness areas, cultural areas, and wild and scenic waterways that are designated SEC on the Multnomah County sectional maps. Any proposed activity or use requiring an SEC permit shall be subject to the following:

**.6420 (A):** The maximum possible landscaped area, scenic and aesthetic enhancement, open space or vegetation shall be provided between any use and a river, stream, lake, or floodwater storage area.

**Applicant:** A map of the terrain has been included to illustrate the topographic features of the parcel upon which the applicant wishes to locate the structure. Of note on this map is the locations of a seasonal stream, one major ravine, a minor ravine, forested areas, and areas of steeper slopes. The site selected has been chosen to maximize the distance between structure and all areas associated with riparian environments and steeper slopes.

**.6420 (B):** Agricultural land and forest land shall be preserved and maintained for farm and forest use.

**Applicant:** The proposed location of structure allows for the maximum preservation of forest use.

**Staff:** The accessory structure is proposed for an area that has been previously cleared and is not currently in farm use.

**.6420 (C):** A building, structure, or use shall be located on a lot in a manner which will balance functional considerations and costs with the need to preserve and protect areas of environmental significance.

**Applicant:** The map with topographic information indicates that site selected encompasses an area where percent of slope is minimal compared to other areas thus minimizing the amount of site preparation and grading required. Also, access requirements are minimal; thus minimizing ground disturbance and drainage problems associated with road building. Site selected is also sequestered from areas of environmental significance.

**.6420 (D): Recreational needs shall be satisfied by public and private means in a manner consistent with the carrying capacity of the land and with minimum conflict with areas of environmental significance.**

**Applicant:** Not applicable.

**Staff:** The proposed use does not relate to recreational needs, this criterion does not apply.

**.6420 (E): The protection of the public safety and of public and private property, especially from vandalism and trespass, shall be provided to the maximum extent practicable.**

**Applicant:** Structure and location has no affect on the safety of public and private property. Structure is for private use only. Will not be visited by public.

**.6420 (F): Significant fish and wildlife habitats shall be protected.**

**Applicant:** No significant fish habitat on parcel. However site was selected to minimize erosion which might occur with the result of increased siltation of upper Rock Creek which is a class 1 stream. Site location was selected to avoid SEC-H areas.

**.6420 (G): The natural vegetation along rivers, lakes, wetlands and streams shall be protected and enhanced to the maximum extent practicable to assure scenic quality and protection from erosion, and continuous riparian corridors.**

**Applicant:** Site selected will not disturb stream side vegetation or riparian areas. Site selected to assure scenic quality, limit erosion and eliminate interference with riparian corridors.

**.6420 (H): Archaeological areas shall be preserved for their historic, scientific, and cultural value and protected from vandalism or unauthorized entry.**

**Applicant:** Not Applicable.

**Staff:** There are no known archaeological areas on the subject property. Should any be discovered, they should be protected and preserved.

**.6420 (I): Areas of annual flooding, floodplains, water areas, and wetlands shall be retained in their natural state to the maximum possible extent to preserve water quality and protect water retention, overflow, and natural functions.**

**Applicant:** The selected site demonstrates avoidance of water areas, flood plains, and wetlands.

**.6420 (J): Areas of erosion or potential erosion shall be protected from loss by appropriate means. Appropriate means shall be based on current Best Management Practices and may include restrictions on timing of soil disturbing activities.**

**Applicant:** Sedimentation fences will be used as appropriate as indicated on diagram along with straw bales and other means to control erosion such as observing seasonal restrictions on soil disturbance activities.

**Staff:** The applicant has filed a Grading and Erosion Control Permit and compliance with those standards will assure this criterion will be met.

**.6420 (K): The quality of the air, water, and land resources and ambient noise levels in areas classified SEC shall be preserved in the development and use of such areas.**

**Applicant:** Structure and use will not adversely impact quality of air water, noise levels or land resources. The intended use of structure is equipment storage associated with forest practices.

**.6420 (L): The design, bulk, construction materials, color and lighting of buildings, structures and signs shall be compatible with the character and visual quality of areas of significant environmental concern.**

**Applicant:** The proposed structure will be compatible with the character and visual quality of the area. There will be no exterior lighting and no signage. The color of the sheet metal walls of structure will be forest green; the roof will be white. The size of the building will modest: 25' x 35' x 20' (L x W x H).

**.6420 (M): An area generally recognized as fragile or endangered plant habitat or which is valued for specific vegetative features, or which has an identified need for**

**protection of natural vegetation, shall be retained in a natural state to the maximum extent possible.**

**Applicant:** Proposed structure has been sited to avoid areas where protection of natural vegetation is desirable (such as stream side or riparian areas, or areas where slopes are steep).

**Staff:** There are no areas identified as having fragile or endangered plant habitat as part of the subject property.

**.6420 (N): The applicable Policies of the Comprehensive Plan shall be satisfied.**

**Applicant:** The Comprehensive Plan, section 11.15.2074: Development Standards For Dwellings and Structures; (A) (1)(2)(3)(4) addresses *least impact on nearby or adjoining forest lands; adverse impacts on forest operations on the tract be minimized; and the amount of forest land used to site structure and access road be minimized.* The proposed site for structure takes these considerations into account.

**MCC 11.15.6426 - Criteria for Approval of SEC-h Permit; Wildlife Habitat:**

**.6426 (A): In addition to the information required by MCC .6408(C), an application for development in an area designated SEC-h shall include an area map showing all properties which are adjacent to or entirely or partially within 200 feet of the proposed development, with the following information, when such information can be gathered without trespass.**

**Applicant:** Map will be supplied showing forested areas , cleared areas, structures, and public roads, private roads, driveways, and service corridors on surrounding parcels within 200 feet of subject property.

**HO:** The applicant has failed to supply the information required by this code section. As such, the proper review and approval of this permit request is not possible. For this reason, this request for an SEC-h permit must be denied.

**.6426 (A)(1): Location of all existing forest areas (including areas cleared pursuant to an approved forest management plan) and non-forested "cleared " areas.**

**For the purposes of this section, a forested area is defined as an area that has at least 75% crown closure, or 80 square feet of basal area per acre, of trees 11 inches DBH and larger, or an area which is being reforested pursuant to Forest Practices Rules of the Oregon Department of**

**Forestry. A non-forested "cleared" area is defined as an area which does not meet the description of a forested area and which is not being reforested pursuant to a forest management plan.**

**.6426 (A)(2): Location of existing and proposed structures;**

**.6426 (A)(3): Location and width of existing and proposed public roads, private access roads, driveways, and service corridors on the subject parcel and within 200 feet of the subject parcel's boundaries on all adjacent parcels;**

**.6426 (A)(4): Existing and proposed type and location of all fencing on adjacent properties and on properties entirely or partially within 200 feet of the subject property.**

**.6426 (B): Development Standards:**

**.6426 (B)(1): Where a parcel contains any non-forested "cleared" areas, development shall only occur in these areas, except as necessary to provide access and to meet minimum clearance standards for fire safety.**

**Applicant:** Site for structure has been selected to take advantage of "cleared" areas.

**.6426 (b)(2): Development shall occur within 200 feet of a public road capable of providing reasonable practical access to the developable portion of the site.**

**Applicant:** No site within boundaries of parcel is within 200 feet of a public road. However, the site chosen does utilize the developable portion of the site.

**Staff:** The applicant has failed to meet this criteria and must comply with MCC 11.15.6426(C), wildlife mitigation plan.

**.6426 (B)(3): The access road/driveway and service corridor serving the development shall not exceed 500 feet in length.**

**Applicant:** The site most favorable for structure attempts to use existing access roads\driveways and service corridors as possible. The site is within 30 feet of electrical power and telephone. Site takes advantage of approx. 200 ft of existing driveway from Northeast corner of parcel.

**.6426 (B)(4): The access road/driveway shall be located within 200 feet of the property boundary if adjacent property has an access road or driveway within 200 feet of the property boundary.**

**Applicant:** Access to the subject parcel is a driveway/easement along the east property line of the parcel immediately to the north which abuts Skyline Blvd. This driveway/easement is a continuation and extension of the driveway to the residence occupying the parcel to the north. The driveway/access road also provides access to other portions of the parcel to the north.

**HO:** This criterion appears to have been written to apply to parcels which adjoin a roadway. The apparent purpose of the regulation is to cluster driveways.

**.6426 (B)(5): The access road/driveway shall be located within 100 feet of the property boundary if adjacent property has an access road or driveway within 200 feet of the property boundary.**

**HO:** Compliance with this section was not addressed by the applicant but should be addressed if a new application is filed or this matter is appealed.

**.6426 (B)(6): Fencing within a required setback from a public road shall meet the following criteria:**

**Fences shall have a maximum height of 42 inches and a minimum 17 inch gap between the ground and the bottom of the fence” [.6426(B)(6)(a)]**

**Wood and wire fences are permitted. The bottom strand of a wire fence shall be barbless. Fences may be electrified, except as prohibited by County Code.” [.6426 (B)(6)(b)]**

**Cyclone, woven wire, and chain link fences are prohibited. [.6426 (B)(6)(c)]**

**Fences with a ratio of solids to voids greater than 2:1 are prohibited. [.6426 (B)(6)(d)]**

**Fencing standards do not apply in an area on the property bounded by a line along the public road serving the development, two lines each drawn perpendicular to the principal structure from a point 100 feet from the end of the structure on a line perpendicular to and meeting with the public road serving the development, and the**

**front yard setback line parallel to the public road serving the development.” [.6426 (B)(6)(e)]**

**HO:** The subject property lacks a setback from a public road. As such, the above fencing standards are inapplicable to this application.

**.6426 (B)(7):** The following nuisance plants shall not be planted on the subject property and shall be removed and kept removed from the cleared areas of the subject property:

**Applicant:** No exotic or nuisance plants will be introduced. Only indigenous plants will be allowed.

**HO:** The applicant has not stated whether any nuisance plants are located on the subject property. Compliance with the requirements of this section may, however, be required through a condition of approval if this decision of denial is reversed.

**.6426(C): Wildlife Conservation Plan.** An applicant shall propose a wildlife conservation plan if one of two situations exist.

**.6426 (C)(1):** The applicant cannot meet the development standards of section (B) because of physical characteristics unique to the property. The applicant must show that the wildlife conservation plan results in the minimum departure from the standards required in order to allow the use; or

**Staff:** The applicant cannot meet the development standards of section .6426 (b)(2). The applicant has not submitted a mitigation plan, however if the structure is approved, compliance with MCC 11.15.6426(C) could be a condition of approval.

**HO:** The review and approval of a wildlife conservation plan is a land use matter. It is not certain that the applicant's development plans are or would be consistent with an appropriate wildlife conservation plan. As a result, submission of the plan with this application is needed to enable the Hearings Officer to find that it is possible for the applicant to comply with the wildlife conservation plan requirements and to build the proposed structure. Deferral of review of such a plan, therefore, is not proper and is grounds for denial.

**.6426 (C)(2):** The applicant can meet the development standards of Section (B), but demonstrates that the alternative conservation measures exceed the standards of

Section (B) and will result in the proposed development having a less detrimental impact on forest and wildlife habitat than the standards in Section (B).

F.

**MULTNOMAH COUNTY COMPREHENSIVE PLAN POLICIES:**

Policies in the Comprehensive Plan which are applicable are addressed as follows:

**Policy No. 13, Air, Water and Noise Quality:** Multnomah County, ... Supports efforts to improve air and water quality and to reduce noise levels. ... Furthermore, it is the County's policy to require, prior to approval of a legislative or quasi-judicial action, a statement from the appropriate agency that all standards can be met with respect to Air Quality, Water Quality, and Noise Levels.

**Staff:** This application will be reviewed through a quasi-judicial process and therefore a finding is necessary. The appropriate agencies would be the Sheriff's Office (noise) and County Sanitarian (water quality).

**Policy No. 14, Development Limitations.** The County's Policy is to direct development and land form alterations away from areas with development limitations except upon a showing that design and construction techniques can mitigate any public harm or associated public cost, and mitigate any adverse effects to surrounding persons or properties. Development limitations areas are those which have any of the following characteristics:

**A. Slopes exceeding 20%;**

**Staff:** Based on the SCS - *Soil Survey of Multnomah County, Oregon*, the site contains Cascade Silt Loam (7B, 7C, 7D) and Cornelius Silt Loam (10D) with slopes ranging from 3-15%.

The proposed location does not appear to be on slopes greater than 20%.

**B. Severe soil erosion potential;**

**Staff:** The SCS - *Soils Survey of Multnomah County* identifies the hazard of erosion as "slight" on 7B soils, "moderate" on 7C soils, "high" on 7D soils and "high" on 10D soils. It appears that the proposed area is located on an area designated 7B or 7C and remains away from the ravine area which appears to be the area designated 10D.

**C. Land within the 100 year flood plain;**

**Staff:** The subject parcel is not designated as a Flood Hazard area the Multnomah County Zoning Maps. The Flood Hazard areas are areas within the 100 year flood plain based on Maps prepared by the Federal Emergency Management Agency (FEMA).

**D. A high seasonal water table within 0-24 inches of the surface for more than 3 or more weeks of the year;**

**Staff:** The SCS - *Soils Survey of Multnomah County* states the water table is at a depth ranging from 18-30" from December through April for the 7 series of soils and at 30-48" from December to April on the 10D soil type.

**HO:** Staff findings establish that the subject property may be subject to high water tables for more than three weeks per year. This issue should have been addressed by the applicant, who bears the burden of proof on this issue.

**E. A fragipan less than 30 inches from the surface; and**

**Staff:** Based on the SCS - *Soils Survey of Multnomah County* these soils have a fragipan at a depth of 60 inches.

**F. Lands subject to slumping, earth slides or movement.**

**Staff:** A Grading and Erosion Control Permit has been filed for this proposal and there do not appear to be any areas subject to slumping, earth slide or movement in the area proposed for development.

**Policy No. 22, Energy Conservation:** The County's policy is to promote the conservation of energy and to use energy resources in a more efficient manner. ... The County shall require a finding prior to approval of a legislative or quasi-judicial action that the following factors have been considered:

- A. The development of energy-efficient land uses and practices;**
- B. Increased density and intensity of development in urban areas, especially in proximity to transit corridors and employment, commercial and recreation centers;**
- C. An energy-efficient transportation system linked with increased mass transit, pedestrian and bicycle facilities;**

- D. Street layouts, lotting patterns and designs that utilize natural environmental and climactic conditions to advantage.
- E. Finally, the County will allow greater flexibility in the development and use of renewable energy resources.

HO: No findings are provided as required by this comprehensive plan provision.

4. **Policy No. 37, Utilities:** The County's policy is to require a finding prior to approval of a legislative hearing or quasi-judicial action that:

**WATER DISPOSAL SYSTEM:**

- E. The proposed use can be connected to a public sewer and water system, both of which have adequate capacity; or
- B. The proposed use can be connected to a public water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system on the site; or
- C. There is an adequate private water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system; or
- D. There is an adequate private water system, and a public sewer with adequate capacity.

Staff: The use is an accessory use and not subject to this policy.

**DRAINAGE:**

- E. There is adequate capacity in the storm water system to handle the increased run-off; or
- F. The water run-off can be handled on the site or adequate provisions can be made; and
- G. The run-off from the site will not adversely affect the water quality in adjacent streams, ponds, lakes or alter the drainage on adjacent lands.

Staff: The Grading and Erosion Control Permit process addresses these this policy.

**Policy No. 38, Facilities: The County's Policy is to require a finding prior to approval of a legislative or quasi-judicial action that:**

- A. The appropriate School District has had an opportunity to review and comment on the proposal.**
- B. There is adequate water pressure and flow for fire fighting purposes; and**
- C. The appropriate fire district has had an opportunity to review and comment on the proposal.**
- D. The proposal can receive adequate local police protection with the standards of the jurisdiction providing police protection.**

**Staff:** The availability and accessibility of fire fighting equipment and emergency vehicles to access the proposed structure is applicable for the public welfare. The applicant could be required as a condition of approval to obtain a statement from the appropriate fire district that service is available and access is acceptable for necessary emergency vehicles.

**HO:** This plan policy requires a finding regarding Policy 38 prior to approval of this land use application. As such, it is not appropriate to defer a determination of compliance of with the requirements of this plan provision. The applicant's failure to provide this information requires denial of this land use application.

**6. Policy No. 40, Development Requirements: The County's policy is to encourage a connected park and recreation system and to provide for small private recreation areas by requiring a finding prior to approval of legislative or quasi-judicial action that:**

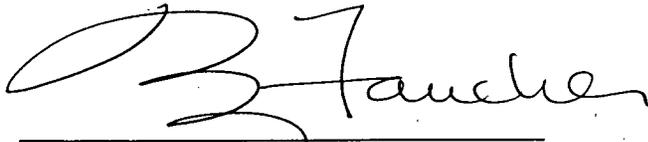
- A. Pedestrian and bicycle path connections to parks, recreation areas and community facilities will be dedicated where appropriate and where designated in the bicycle corridor capital improvements program and map.**
- B. Landscaped areas with benches will be provided in commercial, industrial and multiple family developments, where appropriate.**
- C. Areas for bicycle parking facilities will be required in development proposals, where appropriate.**

**Staff:** There are no existing public recreational plans in the immediate area which involve the subject parcel.

**Appeal to the Board of County Commissioners:**

The Hearings Officer Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing, or by those who submit written testimony into the record. An appeal must be filed with the County Planning Division within ten days after the Hearings Officer decision is submitted to the Clerk of the Board. An Appeal requires a completed "Notice of Review" for and a fee of \$500.00 plus a \$3.50 - per- minute charge for a transcript of the initial hearing(s). [ref. MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)] Instructions and forms are available at the County Planning Office at 2115 SE Morrison Street (in Portland) or you may call 248-3043, for additional instructions.

**Dated this 3<sup>rd</sup> day of November, 1997.**

A handwritten signature in black ink, appearing to read "Liz Fancher", written over a horizontal line.

Liz Fancher, Hearings Officer

MEETING DATE: NOV 25 1997

AGENDA NO: C-11

ESTIMATED START TIME: 9:30 Am

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Burlington Water District Expenditure Contract for Two (2) Public Works Projects: 1) NW Main Street Phase I, and NW Main Street Phase II

**BOARD BRIEFING**

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

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

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

**REGULAR MEETING**

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

Amount of Time Needed: Consent

**DEPARTMENT:** Community and Family Services

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

**CONTACT:** Lorenzo Poe/Iris Bell

**TELEPHONE:** 248-3691

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

**PERSON(S) MAKING PRESENTATION:** N/A

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

**SUGGESTED AGENDA TITLE**

**BURLINGTON WATER DISTRICT EXPENDITURE CONTRACT FOR TWO (2) PUBLIC WORKS PROJECTS: 1) NW MAIN STREET PHASE I, AND NW MAIN STREET PHASE II**

12/11/97 originals to Lou Olson

**SIGNATURES REQUIRED:**

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

**OR**  
**DEPARTMENT MANAGER:** \_\_\_\_\_



**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

BOARD OF  
COUNTY COMMISSIONERS  
97 NOV 13 PM 12:35  
MULTNOMAH COUNTY,  
OREGON

Any Questions: Call the Board Clerk @ 248-3277

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# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: November 3, 1997

SUBJECT: Intergovernmental Agreement with Burlington Water District

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioners approval of the attached contract with the Burlington Water District for the period November 1, 1997 through June 30, 1998.

**III. Background/Analysis:** The Department of Community And Family Services proposes funding the following public works projects: NW Main, Phase I, \$3,164, and NW Main, Phase II, \$47,100. Phase I of this project was completed however at a higher than anticipated cost. The District applied for and received approval for a contingency increase due to higher than anticipated construction costs. Phase II of this project was approved through the 1997 CD-CDBG proposal process and will continue replacement of the waterline from the terminus of Phase I at NW Main Street westward approximately 940 feet to the junction of the line crossing the Highway.

**IV. Financial Impact:** Funding provided in this agreement is from federal Community Development Block Grant funds to the projects and is included in the Department budget.

**V. Legal Issues:** None

**VI. Controversial Issues:** None

**VII. Link to Current County Policies:** These public works projects are consistent with the Multnomah County benchmark on increasing government per capita spending in this area. These projects are also consistent with funding policies developed through the Policy Advisory Board.

**VIII. Citizen Participation:** Project selection process involves public hearings.

**IX. Other Government Participation:** Funds come from the federal government.



COMMUNITY AND FAMILY SERVICES DEPARTMENT  
 CONTRACT APPROVAL FORM SUPPLEMENT  
 Contractor : BURLINGTON WATER DISTRICT

Vendor Code : 295176B

Fiscal Year : 97/98

Numeric Amendment : 00

Contract Number : 102788

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
02	156	010	1205	H44M	6060	9418F	CD CDBG FFY 97 CD BWD NW Main, Phase II	\$47,100.00		\$47,100.00	
03	156	010	1205	H44T	6060	9408F	CD CDBG FFY 96 CD BWD NW Main, Phase I	\$3,164.00		\$3,164.00	
TOTAL								\$50,264.00	\$0.00	\$50,264.00	\$0.00

INTERGOVERNMENTAL AGREEMENT

#102788

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and

Burlington Water District  
P. O. Box 83035  
Portland, OR 97283  
(503) 621-9788 FAX (503) 621-9795

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services:

- a. NW Main, Phase I: Contractor has completed the work outlined in Phase I of the NW Main Street Project. This contract increases funding to cover higher than anticipated construction costs.
- b. NW Main, Phase II: Phase II of the NW Main Project replaces a critical section of waterline along Highway 30 in Burlington, continuing from the terminus of Phase I at NW Main Street westward approximately 940 feet to the junction of the line crossing the Highway.

2. **COMPENSATION:** COUNTY will pay CONTRACTOR up to:

- a. NW Main, Phase I: \$3,164
- b. NW Main, Phase II: \$47,100

Each project will be reimbursed on a per invoice/cost reimbursement basis. Invoices must be submitted to:

Multnomah County, Department of Community and Family Services  
Community Development Program, Karen Jones Whittle  
421 SW 6<sup>th</sup> Avenue Suite 500  
Portland, OR 97204

3. **TERM.** The CONTRACTOR'S services will begin on November 1, 1997 and terminate when completed but no later than June 30, 1998.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Intergovernmental Contract, Program General Conditions: Community Development Services, and Exhibit A.

MULTNOMAH COUNTY, OREGON

BURLINGTON WATER DISTRICT

BY *Solange Poey* 4/6/97  
Director, Dept of Community & Family Svcs Date

BY \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

BY *Beverly Stein* 11/25/97  
Beverly Stein, Multnomah County Chair Date

REVIEWED:  
THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

By *Katie Dutz* 11/12/97  
Date

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
AGENDA # C-11 DATE 11/25/97  
DEB BOGSTAD  
**BOARD CLERK**

**MULTNOMAH COUNTY CONTRACT NO. 102788**  
**CONDITIONS OF INTERGOVERNMENTAL CONTRACT**

The attached contract for services between Multnomah County, herein "COUNTY", and Burlington Water District, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE.** COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. This indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

8. **ADHERENCE TO LAW**. The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION**. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION**.

A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or liability of CONTRACTOR or COUNTY which accrued prior to termination.

11. **FINAL PAYMENT**.

All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

## PROGRAM GENERAL CONDITIONS: COMMUNITY DEVELOPMENT SERVICES

### 1. Client Eligibility

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. Low income is defined as 0-50% of median family income. Moderate income is defined as 51-80% of median family income. Portland area median income effective December 7, 1995 is \$44,400 for a family of four.

### 2. Environmental Review

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

### 3. Fiscal Requirements

In addition to other fiscal requirements contained in this contract, for cost-reimbursement programs, any increases in line items must be balanced by like decreases in other line items. Changes in any line item budget expense of more than 10% shall require a written budget modification approved by COUNTY prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes. Any costs incurred by CONTRACTOR over and above the agreed sum or rates shall be at the sole risk and expense of CONTRACTOR. All project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

### 4. Program Income

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. The COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

### 5. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose.

### 6. Property Interest

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

*Katie Hartz* 4/18/96

c. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:

- 1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or
- 2) Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

## 7. Purchasing Requirements

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

## 8. Required Records

In addition to other financial and program records required under this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

## 9. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low and moderate income persons or others on their behalf have a right to request information and service.

d. Provision of services under this contract is restricted to Multnomah County residents.

CONTRACT FOR SERVICES  
 MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

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

Contractor Name : BURLINGTON WATER DISTRICT	Vendor Code: 295176B
Contractor Address : PO BOX 83035 PORTLAND OR 97283	
Telephone : 621-9788	Fiscal Year : 97/98
Federal ID # : 93-6001377	

**Program Office Name : DCAD Community & Neighborhood Improvements**

*Service Element Name : CD BWD NW Main, Phase II (H44M)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	6/30/98	Per Invoice	Cost Reimbursement				\$47,100.00
Total								\$47,100.00

*Service Element Name : CD BWD NW Main, Phase I (H44T)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	6/30/98	Per Invoice	Cost Reimbursement				\$3,164.00
Total								\$3,164.00

MEETING DATE: NOV 25 1997

AGENDA NO: C-12

ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** City of Wood Village Expenditure Contract for Three (3) Public Works Projects: 1) 244<sup>th</sup> Waterline, 2) City Park Phase II, and 3) 244<sup>th</sup>/Halsey Culvert Improvement

**BOARD BRIEFING**

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

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

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

**REGULAR MEETING**

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

Amount of Time Needed: Consent

**DEPARTMENT:** Community and Family Services

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

**CONTACT:** Lorenzo Poe/Iris Bell

**TELEPHONE:** 248-3691

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

**PERSON(S) MAKING PRESENTATION:** N/A

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

**SUGGESTED AGENDA TITLE**

CITY OF WOOD VILLAGE EXPENDITURE CONTRACT FOR THREE (3) PUBLIC WORKS PROJECTS: 1) 244<sup>TH</sup> WATERLINE, 2) CITY PARK PHASE II, AND 3) 244<sup>TH</sup>/HALSEY CULVERT IMPROVEMENT

12/1/97 originals to Lou Olson

**SIGNATURES REQUIRED:**

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

**OR**

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

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 NOV 13 PM 12:35

Any Questions: Call the Board Clerk @ 248-3277

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# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: November 5, 1997

SUBJECT: Intergovernmental Agreement with City of Wood Village #102798

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the attached contract with the City of Wood Village for the period November 1, 1997 through June 30, 1999.

**II. Background/Analysis:** The Department of Community and Family Services proposes funding the following public works projects: a) 244<sup>th</sup> Avenue Waterline Loop, \$74,300, b) City Park Expansion, Development Phase II, \$68,595, and c) 244<sup>th</sup>/Halsey Street Culvert Improvement Project, \$32,230.

**III. Financial Impact:** Funding provided in this agreement is from federal Community Development Block Grant funds to projects and is included in the Department budget.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** These public works projects are consistent with the Multnomah County benchmark on increasing government per capita spending in these areas. They are also consistent with funding policies developed through the Policy Advisory Board.

**VII. Citizen Participation:** Project selection process involves public hearings.

**VIII. Other Government Participation:** Funds come from the federal government and will be contracted with the City of Wood Village.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal

Contract #102798

Prior-Approved Contract Boilerplate:  Attached;  Not Attached

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Architectural & Engineering under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$50,000  <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> Architectural & Engineering over \$50,000 <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000  <input checked="" type="checkbox"/> Expenditure <div style="text-align: center;"> <p><b>[ APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-12</u> DATE <u>11/25/97</u>  <u>DEB BOGSTAD</u></p> <p><b>BOARD CLERK</b></p> </div>

Department: Community & Family Services Division: \_\_\_\_\_ Date: November 5, 1997  
 Originator: Karen Jones Whittle Phone: 248-3631 Bldg/Room 166/5  
 Administrative Contact: Patty Doyle Phone: 248-3691 ext 24418 Bldg/Room 166/7th  
 Description of Contract: **Provides funding for public works projects: a) 244<sup>th</sup> Avenue Waterline Loop, b) City Park Expansion, Development Phase II, and NW 244<sup>th</sup> /Halsey Street Culvert Improvement Project.**  
 RFP/BID #: CD CDBG Proposal Process Date of RFP/BID: a) FY1995, b) FY 1996, c) FY 1997 Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF  N/A  None *check all that apply*  
 Original Contract No. \_\_\_\_\_ *(Only for Original Renewals)*

<p>Contractor Name: <b>City of Wood Village</b>                  Mailing Address: <b>2055 NE 238<sup>th</sup> Drive Wood Village, OR 97060</b>                  Phone: <b>(503)667-6211, FAX (503) 669-8723</b>                  Employer ID# or SS#: <b>93-6009021</b>                  Effective Date: <b>November 1, 1997</b>                  Termination Date: <b>June 30, 1999</b>                  Original Contract Amount: <b>\$</b>                  Total Amt of Previous Amendments: <b>\$-0-</b>                  Amount of Amendment: <b>\$-0-</b>                  Total Amount of Agreement: <b>Requirements</b></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt  <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30  <input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required                  Purchase Order No. _____</p> <p><input checked="" type="checkbox"/> Requirements Not to Exceed:</p> <p style="margin-left: 20px;">a) 244<sup>th</sup> Waterline Loop <b>\$ 74,300</b>                  b) City Park Expansion <b>\$68,595</b>                  c) 244<sup>th</sup>/Halsey Culvert <b>\$32,230</b></p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

**REQUIRED SIGNATURES**

Department Manager: *Solyma Soeff* Date: 11/6/97  
 Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class II Contracts Only) County Counsel: *Katie Suter* Date: 11/12/97  
 County Chair/Sheriff: *Wally Pen* Date: 11/25/97  
 Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME City of Wood Village				TOTAL AMOUNT: \$175,125			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

COMMUNITY AND FAMILY SERVICES DEPARTMENT  
 CONTRACT APPROVAL FORM SUPPLEMENT  
 Contractor : CITY OF WOOD VILLAGE

Vendor Code : GV5212

Fiscal Year : 97/98

Numeric Amendment : 00

Contract Number : 102798

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1205	H44J	6060	9407F 14.218	CD CDBG FFY 95 CD 244th Waterline	Requirements		Requirement	\$74,300.00
52	156	010	1205	H44K	6060	9408F 14.218	CD CDBG FFY 96 CD City Park, Phase II	Requirements		Requirement	\$68,595.00
53	156	010	1205	H44R	6060	9418F 14.218	CD CDBG FFY 97 CD NE 244th Halsey Culvert	Requirements		Requirement	\$32,230.00
TOTAL								\$0.00	\$0.00	\$0.00	\$175,125.00

INTERGOVERNMENTAL AGREEMENT

#102798

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and

CITY OF WOOD VILLAGE  
2055 NE 238<sup>th</sup> Drive  
Wood Village, OR 97060  
(503) 667-6211 FAX (503) 669-8723

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services:
  - a. 244<sup>th</sup> Avenue Waterline Loop: Install approximately 1,500 LF of 8-inch diameter water main from exiting water main on NE 244<sup>th</sup> to existing water main on NE Sandy Blvd improving fire flow and water quality.
  - b. City Park Expansion, Development Phase II: Remodel existing community building, restroom, and parking at Wood Village City Park.
  - c. NW 244<sup>th</sup>/Halsey Street Culvert Improvement: Remove 250 LF of structurally damaged concrete storm drainage line and install 36 inch diameter storm drain line (culvert). Construction includes a head wall and trash rack at the inlet.
2. **COMPENSATION:**
  - a. 244<sup>th</sup> Avenue Waterline Loop: \$74,300
  - b. City Park Expansion, Development Phase II, \$68,595
  - c. NW 244<sup>th</sup>/Halsey Street Culvert Improvement, \$32,230

Each project will be reimbursed on a per invoice/cost reimbursement basis. Invoices must be submitted to:  
Multnomah County Department of Community and Family Services,  
Community Development Program, Karen Whittle  
421 SW 6<sup>th</sup> Avenue, Suite 500  
Portland, OR 97204

3. **TERM.** The CONTRACTOR'S services will begin on November 1, 1997 and terminate when completed but no later than June 30, 1999.

4. **CONTRACT DOCUMENTS.** This Contract consists of this Intergovernmental Agreement, Conditions of Intergovernmental Contract, General Conditions: Community Development Program, and Attachment A.

MULTNOMAH COUNTY, OREGON

CITY OF WOOD VILLAGE

BY *[Signature]* 11/6/97  
Director, Dept of Community & Family Svcs Date

BY \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

BY *[Signature]* 11/25/97  
Beverly Stein, Multnomah County Chair Date

REVIEWED:  
THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-12 DATE 11/25/97  
DEB BOGSTAD  
BOARD CLERK

By *[Signature]* 11/12/97  
Date

**MULTNOMAH COUNTY CONTRACT NO. 102798**  
**CONDITIONS OF INTERGOVERNMENTAL CONTRACT**

The attached contract for services between Multnomah County, herein "COUNTY", and CITY OF WOOD VILLAGE, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE.** COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. This indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

8. **ADHERENCE TO LAW**. The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION**. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION**.

A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or liability of CONTRACTOR or COUNTY which accrued prior to termination.

11. **FINAL PAYMENT**.

All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

## PROGRAM GENERAL CONDITIONS: COMMUNITY DEVELOPMENT SERVICES

### 1. Client Eligibility

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. Low income is defined as 0-50% of median family income. Moderate income is defined as 51-80% of median family income. Portland area median income effective December 7, 1995 is \$44,400 for a family of four.

### 2. Environmental Review

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

### 3. Fiscal Requirements

In addition to other fiscal requirements contained in this contract, for cost-reimbursement programs, any increases in line items must be balanced by like decreases in other line items. Changes in any line item budget expense of more than 10% shall require a written budget modification approved by COUNTY prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes. Any costs incurred by CONTRACTOR over and above the agreed sum or rates shall be at the sole risk and expense of CONTRACTOR. All project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

### 4. Program Income

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. The COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

### 5. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose.

### 6. Property Interest

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

c. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:

- 1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or
- 2) Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

**7. Purchasing Requirements**

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

**8. Required Records**

In addition to other financial and program records required under this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

**9. Service Standards**

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low and moderate income persons or others on their behalf have a right to request information and service.

d. Provision of services under this contract is restricted to Multnomah County residents.

*Kurti Day* 4/18/96

CONTRACT FOR SERVICES  
 MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

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

Contractor Name : CITY OF WOOD VILLAGE	Vendor Code: GV5212
Contractor Address : 2055 NE 238TH DR WOOD VILLAGE OR 97060	
Telephone : 667-6211	Fiscal Year : 97/98
Federal ID # : 93-6009021	

**Program Office Name : DCAD Community & Neighborhood Improvements**

*Service Element Name : CD 244th Waterline (H44J)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	6/30/99	Per Invoice	Cost Reimbursement				Req'ts
Total								Req'ts

*Service Element Name : CD City Park, Phase II (H44K)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	6/30/99	Per Invoice	Cost Reimbursement				Req'ts
Total								Req'ts

*Service Element Name : CD NE 244/Halsey Culvert (H44R)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/1/97	6/30/99	Per Invoice	Cost Reimbursement				Req'ts
Total								Req'ts

MEETING DATE: NOV 25 1997

AGENDA NO: C-13

ESTIMATED START TIME: 9:30 AM

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Ratification of the 1998 calendar year employee-loan Agreement with the State Mental Health and Developmental Disability Services Division**

**BOARD BRIEFING**

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

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

Amount of Time Needed: N/A

**REGULAR MEETING**

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

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

DEPARTMENT: Community and Family Services

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

CONTACT: Lorenzo Poe

TELEPHONE: 248-3691 ext. 85212

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Consent

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE**

**Employee-Loan Agreement with the State Mental Health and Developmental Disability Services Division**

12/11/97 ORIGINALS to Lou Olson

**SIGNATURES REQUIRED:**

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

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

*Lorenzo Poe/slc*

97 NOV 18 PM 4:05  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277



# MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: November 13, 1997

SUBJECT: State Mental Health and Developmental Disability Services Division 1998 Calendar Year Employee Loan Revenue Agreement

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the State Mental Health and Developmental Disability Services Division Employee Loan Agreement for the period January 1, 1998 through December 31, 1998.

**II. Background/Analysis:** A County employee will function as an employee of the State, but will remain an employee of the County for personnel purposes. The attached agreement sets quarterly funding levels for the County to bill the State for the full cost of the employee's services including salary, payroll expenses, Unemployment Insurance, Health Insurance, PERS, Workers' Compensation Coverage, Vacation, and Sick leave.

**III. Financial Impact:** The attached agreement awards Multnomah County's Department of Community and Family Services \$67,943.64 for the 12-month period. A Budget Modification will be required.

**IV. Legal Issues:** N/A

**V. Controversial Issues:** N/A

**VI. Link to Current County Policies:** This agreement provides funding for State-level program support for needed mental health, services for eligible citizens in Multnomah County

**VII. Citizen Participation:** N/A

**VIII. Other Government Participation:** N/A

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal

Contract # **102828**

Prior-Approved Contract Boilerplate:  Attached;  Not Attached

Amendment # -0-

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$50,000  <input type="checkbox"/> Intergovernmental Agreement Under \$25,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)  <input type="checkbox"/> PCRB Contract  <input type="checkbox"/> Maintenance Agreement  <input type="checkbox"/> Licensing Agreement  <input type="checkbox"/> Construction  <input type="checkbox"/> Grant  <input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement over \$25,000  <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY                  BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-13</u> DATE <u>11/25/97</u>  <u>DEB BOGSTAD</u>                  BOARD CLERK</p>
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Department: Community & Family Services Division: \_\_\_\_\_ Date: November 17, 1997  
 Originator: Floyd Martinez Phone: 248-5464 ext. 65850 Bldg/Room 166/6th  
 Administrative Contact: Duane Brown Phone: 248-3691 ext. 24563 Bldg/Room 166/7th  
 Description of Contract: \_\_\_\_\_

### Loans to the State an experienced County Community and Family Services employee via Revenue Agreement with the State Mental Health Division.

RFP/BID #: N/A Revenue IGA Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF  N/A  None  
 Original Contract No. 102306 (Only for Original Renewals)

<p><b>Contractor Name: State Mental Health Division</b></p> <p>Mailing Address: <b>2575 Bittern St. NE                  Salem OR 97310-0520</b></p> <p>Phone: <b>(503) 945-9499 FAX 373-7951</b></p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <b>January 1, 1998</b></p> <p>Termination Date: <b>December 31 1998</b></p> <p>Original Contract Amount: <b>\$ 67,943.64</b></p> <p>Total Amt of Previous Amendments: <b>\$- 0-</b></p> <p>Amount of Amendment: <b>\$ -0-</b></p> <p>Total Amount of Agreement: <b>\$\$ 67,943.64</b></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

**REQUIRED SIGNATURES:**

Department Manager: *Lorenzo Paez* Date: 11/17/97

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class II Contracts Only)

County Counsel: *Katie Lantz* Date: 11/17/97

County Chair/Sheriff: *Mully Pen* Date: 11/25/97

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

VENDOR CODE <u>GV7856</u>			VENDOR NAME					TOTAL AMOUNT: <u>\$67,943.64</u>			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	Inc/Dec Ind.

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

**Intergovernmental Agreement  
between Multnomah County and the  
State of Oregon  
Mental Health and Developmental Disability  
Services Division**

**I. Authority**

Pursuant to ORS 190.110, this agreement is entered into between Multnomah County (County) and the State of Oregon Mental Health and Developmental Disability Services Division (State).

**II. Purpose**

Under this agreement, the County will loan to the State an experienced County Community and Family Services employee, Norman Miller, to fill the Adult Program Services Coordinator position in the Office of Mental Health Services, MHDDS Division.

**III. Term**

This contract shall begin on January 1, 1998, or when signed by both parties, and end on December 31, 1998.

**IV. Duties and Responsibilities**

The employee on loan in this position will carry out the following as assigned:

Assume responsibility for the development, implementation, and maintenance of community and state hospital/community related programs for adults with severe mental illness.

- a. Provide program assistance in the planning, implementation and maintenance of adult mental health services including drafting administrative rules and preparing policy statements;
- b. Review county implementation plans for compliance with OMHS Implementation Plan and budget guidelines;
- c. Review and recommend action on proposed fiscal, contract or data modifications to the Intergovernmental Agreement;
- d. Serve as lead person in workgroups, task forces and other project assignments

related to adult mental health;

- e. Participate in on-site program reviews in larger counties or programs where specialized leadership is required.

Coordinate the activities of four Program Representative 2 staff persons who engage in program development and technical assistance activities for mental health programs serving adults and recommend allocation of these staff resources to management.

Represent the OMHS in dealings with other state and county agencies, advocate and consumer groups, and elected officials as requested.

Develop, implement and monitor federal and other grant initiatives and special projects.

Perform other duties as assigned.

V. Procedures

- A. Employment Status: Norman Miller will function as an employee of the State, but will remain an employee of the County for personnel purposes.
- B. Funding: The County will bill the State for the full cost of the employee's services including salary, payroll expenses, Unemployment Insurance, Health Insurance, PERS, Workers' Compensation Coverage, Vacation, and Sick leave. The State shall report monthly to the County any sick leave or vacation leave taken. Upon receipt of an invoice, the State will compensate the County for actual salary and other payroll expenses quarterly in amounts not to exceed the following schedule:

<u>Period</u>	<u>Amount per Period</u>
January-March 1998	\$ 16,985.91
April-June 1998	\$ 16,985.91
July-September 1998	\$ 16,985.91
October-December 1998	\$ 16,985.91

County will pay the employee directly as a County employee, according to County payroll procedures.

- C. Reimbursement: The State will be responsible for the employee's travel, per diem and training costs associated with and approved for the assignment. The cost of commuting between the employee's work site and the employee's residence shall not be reimbursable under this agreement. The State will also provide the necessary services supplies and capital outlay to support this position.

VI. Indemnification:

Norman Miller, in carrying out the functions and duties of an employee of the State under this agreement shall, at all times, be deemed to be acting as an agent of the State. The State shall be solely responsible for any loss or injury caused or alleged to be caused to third parties by negligent acts or omissions of Norman Miller in the performance of responsibilities under this agreement. Further, the State shall defend, hold harmless, and indemnify the County with respect to any claim, litigation or liability arising from negligent acts or omissions in the performance of responsibilities under this agreement.

Norman Miller shall report, promptly, in writing, any claim and any occurrence that may reasonably give rise to a claim, to the State representatives.

## VII. Implementation

- A. Amendments and Changes: This agreement and any changes, alternatives, modifications or amendments shall be in writing and shall not be effective until approved by signature of the parties.
- B. Effective Date: This agreement will take effect when signed by both parties.
- C. Cancellation: This agreement may be canceled by either party upon 30 days written notice, or sooner by mutual agreement. If the State does not receive from the Oregon Legislative Assembly appropriations, limitations or expenditure authorization to continue to make payments under this contract in the next biennium, the State may terminate this contract without penalty or liability. In this event, the State shall provide the County with the maximum notice possible.
- D. Administration: The State designates Robert E. Nikkel as its authorized representative in the administration of this agreement. The above-named individual shall be the initial point of contact for matters related to performance, payment authorization, and other contract responsibilities. The County has designated Floyd Martinez as its authorized representative to act on its behalf.
- E. Integration: This Intergovernmental Agreement contains the entire agreement between the parties and no statements made by any party hereto, or agent thereof, not contained in this written agreement shall be valid or binding.

State of Oregon  
Mental Health and Developmental  
Disability Services Division

Margaret A. Johnson, Deputy  
Barry S. Kast  
Administrator

11/13/97  
Date

Reviewed by:

Madeline M. Olson  
Madeline M. Olson  
Assistant Administrator  
Office of Mental Health Services

11/13/97  
Date

Multnomah County

Beverly Stein  
Beverly Stein, Chair  
Multnomah County Board of  
Commissioners

November 25, 1997  
Date

Lorenzo Poe  
By: Lorenzo Poe, Director  
Department of Community and  
Family Services

11/17/97  
Date

Floyd Martinez  
By: Floyd Martinez, Manager  
Behavioral Health Division

11-17-97  
Date

Thomas Sponsler  
County Counsel  
Reviewed:  
For Multnomah County Oregon

Katie Gaetjens  
By: Katie Gaetjens  
Assistant County Counsel

11/17/97  
Date

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APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-13 DATE 11/25/97  
DEB BOGSTAD  
BOARD CLERK

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICES

DIVISION: N/A

CONTACT: LES WALKER

PHONE: 26777

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: KATHY TINKLE/MIKE WADDELL

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

Budget Modification CFS#03 to increase the County budget by \$239,000 through an intergovernmental agreement with the State Department of Human Resources which passes through Anne E. Casey Foundation funds to Multnomah County in support of innovation efforts to reform and measure government initiatives.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

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

Budget Modification CFS#03 increases the County budget by \$239,000 through an intergovernmental agreement with the State Department of Human Resources which passes through Anne E. Casey Foundation funds to Multnomah County. The purpose of the funds is to improve identified outcomes for children and families; increase the independence and productivity of Oregonians in targeted communities, and to establish efforts to build results based government.

\$139,000 will be budgeted in the Department of Community and Family Services to include \$108,242 in pass through services for SEUplift and Neighborhood Pride, \$27,103 for professional services in the Director's Office to support Democracy Devolution project, \$2,151 to Department Management for grant administration and \$3,655 for indirect costs. Service reimbursement from Fed/State Fund to the General Fund will increase \$1,504. The remaining \$100,000 will be budgeted in the Auditor's Office, Portland Progress Board for professional services to create the Neighborhood Indicators.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Add Anne E. Casey Foundation	\$241,151
Svs Reimbursements to F/S General Fund	\$1,504
<b>TOTAL</b>	<b>\$242,655</b>

97 NOV 20 AM 8:38  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

\_\_\_\_\_ Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_ \$ \_\_\_\_\_)  
(Specify Fund) AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By: <i>MWaddell</i>	Date: <i>11/6/97</i>	Department Director: <i>Kolene Poefly</i>	Date: <i>11/6/97</i>
Plan / Budget Analyst: <i>Karyne Dargan</i>	Date: <i>11/10/97</i>	Employee Services:	Date:
Board Approval: <i>ROBERTA C. BOASTO</i>	Date: <i>11/25/97</i>		



BUDGET MODIFICATION NO. CFS#03

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 97/98

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	0110			6851	0	141,151	141,151	141,151	Anne E. Casey Foundation
		100	050	9357			6851	0	100,000	100,000	100,000	Anne E. Casey Foundation
		100	075	7410			6602			1,504	1,504	Svs Reim F/S to General Fund
		100	075	7410			6602			2095		
		100	075	7410			<del>6602</del> 6602			3655		
										242,655	242,655	GRAND TOTAL



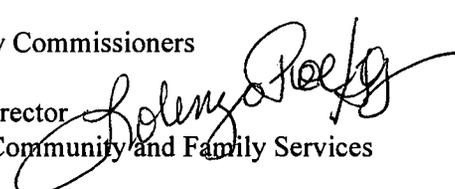
# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204  
PHONE (503) 248-3691  
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BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
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GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Board of County Commissioners

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

DATE: November 6, 1997

SUBJECT: Budget Modification CFS#03

**I. RECOMMENDATION/ACTION REQUESTED:** The Department of Community and Family Services recommends the approval of Budget Modification CFS#03. This modification increases the County budget by \$239,000 through an intergovernmental agreement with the State Department of Human Resources which passes through Anne E. Casey Foundation funds to Multnomah County in support of innovation efforts to reform and measure government initiatives.

**II. BACKGROUND ANALYSIS:** The purpose of the funds is to improve identified outcomes for children and families; increase the independence and productivity of Oregonians in targeted communities, and to establish efforts to build results based government. These funds will be used to create and support community leaders and capacity to create indicators of community progress toward these outcomes. The services to be performed are Leadership Development in Southeast Portland, Community Organizing in Outer Southeast Portland, Democracy Devolution, and creation of Neighborhood Indicators.

**III. FINANCIAL IMPACT:** Budget Modification CFS#03 will increase the County's budget by \$239,000. \$139,000 will be budgeted in the Department of Community and Family Services to include \$108,242 in pass through services for SEUplift and Neighborhood Pride, \$27,103 for professional services in the Director's Office to support Democracy Devolution project, and \$2,151 to Department Management for grant administration, and \$3,655 for indirect costs. The remaining \$100,000 will be budgeted in the Auditor's Office, Portland Progress for professional services to create the Neighborhood Indicators. Service reimbursement to the general fund will increase by \$1,504.

**IV. LEGAL ISSUES:** N/A

**V. CONTROVERSIAL ISSUES:** N/A

**VI. LINK TO CURRENT COUNTY POLICY:** N/A

**VII. CITIZEN PARTICIPATIONS:** N/A

**VIII. OTHER GOVERNMENT PARTICIPATION:** N/A

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICES

DIVISION: N/A

CONTACT: LES WALKER

PHONE: 26777

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: KATHY TINKLE/MIKE WADDELL

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

Budget Modification CFS#04 reappropriates funds within the Division of Children, Youth, Family, Community Action and Development (DCYFCAD) to reclassify CFS Manager to CFS Manager /Senior and to reflect current staffing of the Family Resource Centers.

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

**[ X ] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**

Budget Modification CFS#04 reclassifies a CFS Manager to a CFS Manager/Senior and is retroactive to 7/1/97. The incumbent currently manages a large division with complex services, and Employee Services has determined that the reclassification is needed to bring the position in line with other senior managers in the Department. This budget modification also changes a fulltime CFS Specialist to .50 FTE to reflect current staffing of the Family Resource Centers and increases pass through services for Marshall Caring Community and Emmanuel Community General Services. The .50 FTE reduction funds the changes in expenditures within the Division's current budget.

Budget Modification CFS#04 corrects the Adopted Budget by moving 1.0 FTE Family Intervention Specialist and .50 FTE CFS Specialist from Org 1315 Touchstone to Org 1310 Family Service Center.

Budget Modification CFS#04 adds \$100 in miscellaneous charges/recoveries, reduces County General Fund Indirect Support \$3,296, and reduces service reimbursements from the Fed/State Fund include to General Fund by \$3,296 and to the Insurance Fund by \$3,297.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase Misc Chgs/Recv	\$100
Decrease CGF Indirect Support	(\$3,296)
Decrease Svs Reim F/S to General Fund	(\$3,296)
Decrease Svs Reim F/S to Insurance Fund	(\$3,297)
<b>TOTAL</b>	<b>(\$9,789)</b>

BOARD OF  
COUNTY COMMISSIONERS  
97 NOV 18 AM 8:40  
MULTNOMAH COUNTY  
OREGON

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

\_\_\_\_\_ Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_ \$ \_\_\_\_\_)  
(Specify Fund) AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By: <u>[Signature]</u>	Date: <u>10/17/97</u>	Department Director: <u>[Signature]</u>	Date: <u>10/17/97</u>
Plan / Budget Analyst: <u>[Signature]</u>	Date: <u>11/13/97</u>	Employee Services: <u>[Signature]</u>	Date: <u>10/27/97</u>
Board Approval: <u>[Signature]</u>	Date: <u>11/25/97</u>		





**BUDGET MODIFICATION NO. CFS#04**

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

		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSUR	TOTAL
(1.00)	CFS Manager (9661/1301)	(66,469)	(11,871)	(7,609)	(85,949)
1.00	CFS Manager/Senior (9612/1301)	69,000	12,168	7,673	88,841
(0.50)	CFS Specialist (9012/1310)	(27,578)	(4,953)	(3,361)	(35,892)
1.00	Family Intervention Specialist (6305/1310)	38,030	6,829	5,220	50,079
(1.00)	Family Intervention Specialist (6305/1315)	(38,030)	(6,829)	(5,220)	(50,079)
0.50	CFS Specialist (9012/1310)	22,022	3,954	2,756	28,732
(0.50)	CFS Specialist (9012/1315)	(22,022)	(3,954)	(2,756)	(28,732)
					0
					0
					0
					0
					0
(0.50)	<b>TOTAL ANNUALIZED CHANGES</b>	<b>(25,047)</b>	<b>(4,656)</b>	<b>(3,297)</b>	<b>(33,000)</b>

6. 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			
FTE	POSITION TITLE	EXPLANATION	BASE PAY	FRINGE	INSUR	TOTAL
(1.00)	CFS Manager	Reclassification retroactive to 7/1/97 (1301)	(66,469)	(11,871)	(7,609)	(85,949)
1.00	CFS Manager/Sr	(1301)	69,000	12,168	7,673	88,841
(0.50)	CFS Specialist	Position reduced to .50 FTE (1310)	(27,578)	(4,953)	(3,361)	(35,892)
1.00	Family Int Spec	Move to correct org (1310)	38,030	6,829	5,220	50,079
(1.00)	Family Int Spec	Budgeted in incorrect org (1315)	(38,030)	(6,829)	(5,220)	(50,079)
0.50	CFS Specialist	Move to correct org (1310)	22,022	3,954	2,756	28,732
(0.50)	CFS Specialist	Budgeted in incorrect org (1315)	(22,022)	(3,954)	(2,756)	(28,732)
						0
						0
						0
						0
						0
(0.50)	<b>TOTAL CURRENT FISCAL YEAR CHANGES</b>		<b>(25,047)</b>	<b>(4,656)</b>	<b>(3,297)</b>	<b>(33,000)</b>

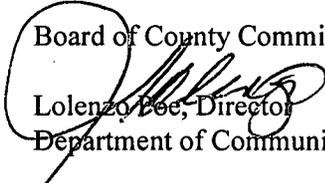


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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Board of County Commissioners  
FROM:  Lorenzo Lee, Director  
Department of Community and Family Services  
DATE: October 16, 1997  
SUBJECT: Budget Modification CFS #04

**I. RECOMMENDATION/ACTION REQUESTED:** The Department of Community and Family Services recommends the approval of Budget Modification CFS#04. This modification reappropriates funds within the Division of Children, Youth, Family, Community Action and Development (DCYFCAD) to reclassify CFS Manager to CFS Manager /Senior and to reflect current staffing of the Family Resource Centers.

**II. BACKGROUND ANALYSIS:** Budget Modification CFS#04 reclassifies a CFS Manager to a CFS Manager/Senior and is retroactive to 7/1/97. The incumbent currently manages a large division with complex services, and Employee Services has determined that the reclassification is needed to bring the position in line with other senior managers in the Department. This budget modification also changes a full-time CFS Specialist to .50 FTE to reflect current staffing of the Family Resource Centers and increases pass through services for Marshall Caring Community and Emmanuel Community General Services. The .50 FTE reduction funds the changes in expenditures within the Division's current budget. Budget Modification CFS#04 corrects the Adopted Budget by moving 1.0 FTE Family Intervention Specialist and .50 FTE CFS Specialist from Org 1315 Touchstone to Org 1310 Family Service Center.

**III. FINANCIAL IMPACT:** Budget Modification CFS#04 adds \$100 in miscellaneous charges/recoveries, reduces County General Fund Indirect Support \$3,296, and reduces service reimbursements from the Fed/State Fund include to General Fund by \$3,296 and to the Insurance Fund by \$3,297.

**IV. LEGAL ISSUES:** N/A

**V. CONTROVERSIAL ISSUES:** N/A

**VI. LINK TO CURRENT COUNTY POLICY:** N/A

**VII. CITIZEN PARTICIPATIONS:** N/A

**VIII. OTHER GOVERNMENT PARTICIPATION:** N/A

MEETING DATE: November 25, 1997  
AGENDA NO: R-2  
ESTIMATED START TIME: 11:00 AM

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Citizen Involvement Committee Annual Report 1996-1997

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

REGULAR MEETING: DATE REQUESTED: Tuesday, November 25, 1997  
AMOUNT OF TIME NEEDED: 10 Minutes

DEPARTMENT: Non-Departmental DIVISION: Citizen Involvement Office

CONTACT: John Legry TELEPHONE #: 248-3450, ext. 22524  
BLDG/ROOM #: 412/215/CIC

PERSON(S) MAKING PRESENTATION: Kay Durtschi and John Legry

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUGGESTED AGENDA TITLE:

Citizen Involvement Committee  
1996 - 1997 Annual Report Presentation

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: John Legry

BOARD OF  
COUNTY COMMISSIONERS  
MULTI-COUNTY  
OREGON  
97 NOV 17 AM 10:41

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

**CITIZEN INVOLVEMENT COMMITTEE (CIC)  
ANNUAL REPORT: FY1996-97**

**I. INTRODUCTION:**

The Citizen Involvement Committee (CIC) of Multnomah County, Oregon, herewith submits its Annual Report in fulfillment of its charter obligation to report twice yearly to the citizens and Board of County Commissioners (BCC), regarding its activities, services and issues. The CIC commends the county for continuing to distinguish itself as a responsive government, which includes citizen involvement as a key element in all of its decision-making activities. In this regard, the CIC is pleased to report a successful year, beginning with:

- **Use of the Citizen Involvement Principles** adopted by the Board of County Commissioners in November 1995 as a foundation document in county planning and policy development;
- **Personal participation by BCC members in monthly "Citizens Involved" cable television show** to help get the word out on county issues and services. ("Citizens Involved" airs six times monthly on cable channels 30 and 21).
- **Emphasis on youth involvement** (see pg.4, Items IV.B-C-D);
- Preliminary development of **Community-based Geographic Information System (GIS)** system in cooperation with community groups, Multnomah County. The CIC is partnered formally with the West/Northwest Neighborhood Coalition of Portland as fiscal agent for the project. (See pg. 4).
- **Web Page development** ([www.multnomah.lib.or.us/cic/index.html](http://www.multnomah.lib.or.us/cic/index.html)) to increase citizen access; and,
- Assisted creation of the new **Facilities Siting Public Involvement Manual**, implemented through Executive action of the Chair (copies available from Department of Environmental Services - 248-5000, or the CIC Office - 248-3450). (See pgs. 3-5).
- **Appointments:** Kay Durtschi reappointed CIC representative, Metro CCI; Alternate, Ed Lyle. John Allend, Southwest Neighborhood Information (SWNI), CIC MTAC representative; Dave Johnson, SEUL, alternate. Jim Duncan appointed to Portland Multnomah Commission on Aging (PMCoA). Gloria Fisher appointed to Animal Control Advisory Committee.

**II. ADVISORY COMMITTEE PROJECTS :**

- A. **PENINSULA PAROLE & PROBATION OFFICE "GOOD NEIGHBOR"** - In March, the Department of Community Corrections (DCC), expressed desire to develop community relations and good neighbor policy; with CIC help. St. Johns neighbor, Chuck Fahsholz outlined neighborhood dissatisfaction, agreed long-term process needed. Jo Ann Bowman, assistant to Chair Stein indicated Chair's desire for CIC assistance.

The CIC agreed to assist creation of an **Advisory Board** with direction to its staff to depoliticize; put people together; take no stand on the specific siting decision; and, **MOVED long-range countywide public facility siting policy development** - this long-term process was of great concern. With the assistance of Jo Ann Bowman and Commissioner Gary Hansen in maintaining the County's pledge to facilitate the

process, the successful election of citizen officers to the CAC occurred in January, 1997: **Chuck Fahsholz**, Chair; **Ben Butzein**, Vice-chair.

*[NOTE: The CIC undertook this "special assignment" at the request of the Chair and DCC, although it entailed a substantial addition to the CIC's work plan, without added resource. While the CIC exists to perform such tasks, it is essential for the County to improve upon its public process generally, to consistently honor its commitments and to exercise patience in dealing with citizens. The CIC continues to participate as requested.]*

- B. CORBETT & LAND USE UPDATE** - NEMCCA dropped dues in favor of voluntary contributions for support, re-qualifying its status as a recognized community group in Multnomah County, 3-20-97; comprehensive land use process muddled at first, polarized through application of "select" citizen advisory committee of 14 members, including non-residents and foreign nationals, and facilitated by "outsider" with no stake in local livability; process was re-focused by Commissioner Sharron Kelley and County Planning Staff Gordon Howard to moderate disruption to community. Used community facilitators and brought community together to talk, created better relations, progress. While the final outcome was submerged in a welter of competing demands, the CIC commends Commissioner Kelley and her staff and recommends that their approach be used more in future.
- C. ANIMAL CONTROL ADVISORY COMMITTEE REPORT** Aug 96- Concern about makeup of committee, attendance of members, and appearance of alternates on a regular basis at most meetings. - Makeup of committee: too many bureaucrats, not enough lay citizens., **Related Issue:** Animal over-population is a real problem. Can we house all homeless animals? Not tough enough on breeders. **Action:** Animal Control Advisory Committee is working on bylaws; New Manager, **Hank Miggins** plans to reconstitute after review.
- D. BOARD OF EQUALIZATION** - Advisory Board proposal. **Proposal Summary:** Management of the Board of Equalization (BOE) shall be made part of the Office of Citizen Involvement's responsibilities, with appropriate staff and material support added to the budget of the Citizen Involvement Committee (CIC) in a dedicated account for maintenance of the BOE.. **RATIONALE:** The following major points are offered in support of the proposal:
- No moving costs;
  - No appearance of conflict of interest with A&T management/staff - autonomy issue for board decisions;
  - Public perception of fair process - should those who tax judge fairness of tax?;
  - Safety (security) issues re: petitioner contact - keeps appeals separate from tax assessment;
  - Possible work overload on A&T staff in Commonwealth Bldg during critical season;
  - Public access (free parking) on east side location;

**REVIEW PROCESS:** Referred to Larry Nicholas, Director of Environmental Services, for review and comment. **Action:** BOE will remain in the Morrison Bldg. in the coming year, governance to be reviewed after other Measure 47/50 changes are completed.

### III. POLICY PROJECTS:

- A. PUBLIC FACILITY SITING POLICY:** - In March, the CIC's POLICY committee met with Dr. Jim Marshall of PSU to define parameters of a student study of facility siting in the Metro area,

including interviews with neighborhood representatives. On their recommendation, the CIC encouraged creation of a county **Public Facility Siting Committee**, and moved for a **citizen-based Geographic Information System (GIS) mapping priority**, which was conveyed to the Board of County Commissioners in the CIC's Annual Report, FY95-6, as:

- **MOTION: THE CIC URGES THE COUNTY WITH ITS SISTER LOCAL GOVERNMENTS TO COMPLETE A GIS MAPPING SYSTEM AS RAPIDLY AS POSSIBLE AND MAKE IT AVAILABLE TO THE PUBLIC.**

The CIC also recommended:

- **MOTION: THAT A PERMANENT CENTRAL SITING COMMITTEE BE INSTITUTED TO REVIEW AND ADVISE THE BOARD OF COUNTY COMMISSIONERS (BCC) ON ALL PUBLIC FACILITY SITING AND ALL LANDS AND BUILDINGS PURCHASED IN BEHALF OF MULTNOMAH COUNTY; AND, THAT THE CIC IS IN A POSITION TO MONITOR THE PROCESS TO INSURE THAT CITIZEN INVOLVEMENT IS PROPERLY DESIGNED AND CARRIED OUT.**

In support of the **Department of Environmental Services (DES)** team under the direction of Larry Nicholas, the CIC conducted a **PUBLIC FACILITY SITING WORKSHOP** on November 21, 1996, major highlights of which are summarized below.

#### Principles

- **Emphasize community values.** Go beyond Neighborhood leadership in determining what community values really are.
- **Allow time for public response.** No "rush to judgment."

#### Strategies

- **Don't ignore anyone.** Emphasize feedback on resolution of "all citizen suggestions."
- **Government has a responsibility to the big picture, not simply to code requirements.** Identification of interested citizens should be within Service Impact Area (SIA), not just within a narrowly-defined legal notification area.
- **ADD Infrastructure Support** to key project decisions list.
- **Address marketing.** Emphasize mitigating or beneficial factors and encourage interested areas to come forward.
- **Coordinate with all other jurisdictions** - policy and plan should cover all county programs, whether in city-owned facility, private contractor, etc.
- **Establish Accountability for all decision paths.** Should be no question concerning who is responsible for decisions. Accountability applies to all programs/private providers.
- **Seek all sources of funds for development, not just tax dollars.**

#### Framework issues

- **No "blue-ribbon" panels.** Citizens appointed to advisory committees, boards, task forces, etc. should include open nominations through the CIC or other citizen involvement committee, not only representatives selected by the inside establishment.

- Insure “feedback loops” and evaluation for all decisions.
- Treat all siting actions equally within conditions of scale. At the outset, expand the policy to be all embracing from the outset, not just for “large” projects. Even a small-scale project or private provider location may substantially affect residents or other citizens and should be anticipated and planned for.
- Provide overlays of other governments. Such overlays may demonstrate duplicated or overlapping services and can lead to new efficiencies/economies.

**General**

- If the community says “no,” why can’t they stop the development?
- Review saturation through GIS mapping - no excuse not to develop map immediately.
- Additional criteria should be developed for “contentious” facility.
- Broaden contact methodology - not just neighborhood associations - use door-to-door, t.v., relate to events public can actually influence.
- **SEE THAT THIS POLICY AND PLAN ARE ENACTED.**
- Put this policy in the Charter. Will the Board of County Commissioners put it on the ballot?
- Don’t duplicate services - this plan, with a citizen/technical review committee in oversight should produce less waste and greater coordination of public facility sitings and substantially improve
- **Get all the jurisdictions of the area to adopt.**

This concludes the brainstorm comments.

In February, Bob Oberst, Property Manager, Multnomah County, introduced the draft Facilities Public Participation Manual to the CIC. High points: Principles to promote effective citizen involvement; every agency has to develop policy to win approval of project by Chair’s office and/or the Board of County Commissioners. The CIC members and guests present were favorably impressed, thanked Bob and the members of the team for their work and recommended that the county seek a NACo Achievement Award for their pioneering work.

**IV. SPECIAL PROJECTS:**

A. **GIS MAPPING** : - In October, 1996, the CIC made public access to GIS Mapping a priority. It was decided to review existing work in progress, ask the County what is in place, brainstorm what citizens may want, and seek a grant for development of a Community-based GIS to be made available at the Office of Citizen Involvement. The emphasis is on forming partnerships with community groups, Metro and County, stressing access, citizen training and special project research. The West/Northwest (W/NW) Neighborhood Coalition of Portland voted unanimously to serve as fiscal agents for the project in April. W/NW mapping projects will receive priority for project development. The outline of the community-based GIS below applies:

1. Develop Partnerships: Government, non-profit, educational organizations
2. Establish roles: training/education, data, lead agency, flow of revenue, ownership, etc.
3. Involve neighborhood/community groups with record of land use response

4. Involve neighborhood/community groups affected by land use issues, or organizations with interests and goals similar to the CIC's
5. Develop specific needs for use of neighborhood groups.
6. Identify area focus: Land use (development, facilities siting, planning, etc.); Environmental resource management and protection; Crime prevention; Public outreach; Demographics.

B. **SCHOOL SERVICE ALIGNMENT TASK FORCE** : Chair Stein and the Commission on Children and Families (CCF) Diane Iverson, staff, requested CIC support of public process. **Discussion:** This process should be directed to those who should hear it, but it is the CIC's job to advance the public process.

- **MOTION:** THE CIC SUPPORTS THE SCHOOL SERVICE REALIGNMENT PROPOSAL TO THE EXTENT THAT CIC STAFF TIME AND DOLLARS ARE AVAILABLE TO ASSIST SET UP OF PUBLIC PROCESS TO REVIEW ALIGNMENT PROPOSALS AND WILL PRESENT WORK PLAN, COMPLETE WITH PROJECTED BUDGET TO DO THE WORK BY THE OCTOBER 17, 1996 CIC MEETING.
- Jesse Michael, PSU Master's candidate, CIC Project Assistant - liaison to assist assessment of School/County partnerships with CCF; develop Brochure and **CONDUIT** article for public information.

C. **LOCAL CIVICS CURRICULUM SURVEY** completed - PSU student interview results received for all county high schools. Local Civics Curriculum School Survey - Bob Jones and Jim Duncan reported to the CIC on actions/recommendations indicated by the report document. Where do we go from here? Local civics video course suggested. Local Civics Curriculum School Survey - recommendation that funding and community involvement are the two key issues for work..

D. **YOUTH ADVISORY BOARD** - Partnership proposal. CIC made the offer of CATV show, CONDUIT special article(s), scholarship(s) to National Issues Forum, discussed civics curriculum needs. YAB members discussed providing youth advice on CIC projects, outreach to schools re county issues, partnership. CIC invited presentation at Annual Retreat. Staff to develop partnership opportunities and agreement of understanding. YAB invited to nominate at-large CIC member.

E. **VANPORT CELEBRATION:** The CIC is interested in co-sponsoring and assisting in the development of a 50-year memorial to the Vanport Flood. Other agencies working on this are: Oregon Historical Society, Portland Parks, and the Portland Office of Neighborhoods. (The event is planned for 1998). Will keep BCC informed/involved.

F. **MEASURE #47 RESOLUTION:**

- Public Participation planning w/ Chr. Stein, Eddie Campbell, Carol Ford, Dave Warren, CIC representatives, TSCC representatives;
- Public participation planning w/ Portland Office of Neighborhoods, Dianne Linn, Director;
- **CONDUIT** public information articles prepared for Winter 1996-7 issue.
- Staff directed to develop CIC position on cuts and citizen involvement as a top priority of the County . CIC Budget FY97-8. It was moved and seconded that, the CIC submit its budget in the amount of the current year FY96-7, plus such COLA as the county granted generally to its departments, divisions and offices. No cut or constraint package to be submitted. Passed unanimously.

- Hosted Chair Stein, Barry Crook on "Citizens Involved" cablecast, re: Measure #47 impacts

**V. SUBCOMMITTEE REPORTS:**

**A. OUTREACH/MEDIA: - Committees were combined to facilitate and coordinate efforts.**

**1. "Citizens Involved" monthly Cable Television Show.**

Seeking set day to establish audience, advertise; **Rob Brading, MCTV Director** was contacted to insure Channel 30 Government Access and to develop interconnect with **Portland Cable Access (PCA)**; Cable shows this season have included:

**July:** "Public Facility Siting" w/ **Bob Oberst**, Property Manager, **Ed Lyle**, CIC Representative;

**September:** "School Service Alignment," w/ **Diane Iverson**, Comm. on Children and Families,

**Marc Abrams**, Portland Public School Board, and **David Douglas** representative ;

**October - "Bridges and Transportation: Multnomah County and the Road Ahead,"** w/ **Ed**

**Wortman**, Engineering Manager for Bridges; **M'Lou Christ**, CCBAC Representative

(Environmental Services);

**November:** Measure 47: Cut and Cap in Multnomah County, with **Chair Stein**, **Barry Crook**,

Budget Manager, **Courtney Wilton**, Director, Tax Supervising and conservation Commission

(TSCC) and **M'Lou Christ**.

**December:** "Protecting Our Children: Child Abuse in Multnomah County," with

Commissioner **Dan Saltzman**, **Mary Rix**, Case Manager with CARES; and **Muriel**

**Goldman**, CBAC member (Juvenile Justice).

**January - "Our Public Life - Citizen Involvement,"** with **Kay Durtschi**, Chair CIC; **Ed Lyle**,

Vice-chair CIC; **Jack Pessia**, Chair Central Citizen budget Advisory Committee (CCBAC);

**Kathleen Todd**, Staff to CCBAC and editor CONDUIT newsletter.

**February - Re-run "Citizen Involvement Committee (CIC) Introduction"**

**March - "Kids in Crisis (Truancy),"** with **Bill Morris**, Juvenile Justice Counseling Services

Manager, Multnomah County; **Mike Stark**, director Program Design and Evaluation, Oregon

State Health division; **Shane Endicott**, Chair Juvenile Justice CBAC.

**April - "Citizen Access to Cable T.V."** - host **Ed Lyle** (former board member Portland Cable

Access); **Rob Brading**, Director Multnomah Cable Television

**May - "Measure #50 - What's In It for Me?"** with **Roger McDowell**, Commissioner Tax

Supervising and Conservation Commission (TSCC); **Courtney Wilton**, Director TSCC;

**M'Lou Christ**, DES CBAC.

**June - "Budget '98 - Change In Multnomah County,"** with **Vickie Gates**, Director Support

Services Multnomah County; **Dave Warren**, budget Manager; **Jack Pessia**, Chair CCBAC;

**Dick Wegner**, District Attorney's CBAC and CCBAC representative..

2. Authorized purchase of desktop publishing software and a scanner for the CONDUIT newsletter.
3. P.C. installation at CIC - E-mail, Internet, etc. - September - HALLELUYAH!!!
4. Web Page Development - Up and running; preliminary discussion of citizen-based advisory board.
5. Volunteer/Gladys McCoy Awards - April Award Ceremony; Volunteer/Gladys McCoy Awards - Joanne Carlson winner McCoy Award. Press release. Phillipa Harrison, posthumous award.

- B. CENTRAL CITIZEN BUDGET ADVISORY COMMITTEE (CCBAC): (Jack Pessia, Chair), directs and coordinates the work of ten (10) department Citizen Budget Advisory Committees (CBACs) as needed and provides oversight of the CBAC process. UMBRELLA PRIORITY: Critically reviews budgets of the county and recommended outcomes.**

**FY96-7 Accomplishments** include: **Dedicated Fund Review of Public Safety Funds** and presentation of recommendations; orientations; training; Measure #47 impact briefing; participation in City/County Community Budget Meetings and MCTV Citizen's Involved programs where budget issues were discussed; CCBAC 97/98 Budget Report to the Commissioners and Chair.

**FY96-97 Priorities** include: continued need for sufficient capital for County facilities; emphasis on partnerships across Departments and throughout the community; continued support for targeted services for special needs populations; stable funding for programs; close monitoring of programs that are dependent on federal and state funds; consistent monitoring of financial and service delivery changes in health care services; continued support of Strategic Planning for Information Technology; and submission of complete budget documents on time.

- Training for new members, September, Barry Crook, Finance Manager; Auditor Blackmer presented views and ideas.
- CCBAC - Dedicated Fund work honored by the CIC; Jack Pessia, chair Central CBAC and the Dedicated Fund Review committee members commended for their work. Passed unanimously.
- CCBAC - CIC request of new chair to attend CIC meetings at least quarterly to keep the programs connected and knowledgeable. CIC to attend CCBAC meetings too.

## **VI. MISCELLANEOUS**

- **March 20, 1997** Moved letter re HB2643 from Executive Director to Leslie Lewis, Chair Environmental and Energy Commission on LUBA appeals be adopted as CIC position. Passed unanimously.

March 19, 1997

Rep. Leslie Lewis, Chair

House Environment & Energy Committee

This letter is written in protest to HB 2643 which curbs citizen access to land use process.

The Multnomah County Citizen Involvement Committee (CIC) is a charter office of Multnomah County government, created by a vote of the people in 1984 and managed by a citizen volunteer board drawn from the grassroots community organizations of Multnomah County - neighborhood associations, district neighborhood coalitions in Portland, community groups in the unincorporated areas and non-profit grassroots 501-C3 organizations. The CIC is categorically opposed to the reduction or elimination of citizen access to land use process as presently provided for in Oregon law. HB 2643 does not address a problem (there is no overwhelming litigation caseload and few frivolous appeals are ever filed), but HB 2643 does appear to cater to certain vested special interests who may wish to avoid community review of their private projects.

**Please resist further erosion of citizen involvement in the daily governance of our own lives. Please resist the current attack on Oregon's historic stand for the interests and needs of all its citizens and not for just a privileged few. The people of Oregon are watching your actions and do care about the outcome.** Defeat HB 2643.  
Thank you for your time and attention.

CC: CIC, Chair Beverly Stein, Multco, Commissioners Collier, Hansen, Kelley, Saltzman, BCC

## **VII. PLANS AND PROSPECTS**

**A. At its Annual Retreat the CIC discussed Citizen Involvement and discussed issues of interest. Topics included:**

- **Access to Public Officials** - problems with State legislature; limited voices - special interests. Who makes the lists? Who writes the legislation?
- **Citizen Involvement Plan(s)** - Citizen Advisory Board & Commission Training - county improvements; public information - how to spread the word; land use issue; more "guerrilla activity" - "plant trees in potholes;" people must participate - how they do so matters; linkages with other citizen groups
- **Public Process Initiative(s)** - Review State Rules and Regulations; identify possible reforms; who writes the legislation; required public response
- **Charter Review** - Limit use of "Blue Ribbon Panels," as unrepresentative of the public and the "average citizen."
- **Consolidation** - Review models of 28 nationwide for best examples, actual benefit ("LA county has to be preeminent"); east cities and county areas opposed; turf issues remain.

**B. Results of the discussion were adapted to the CIC's Annual Workplan Development. Review and work assignment(s) as noted below:**

1. **Charter Review** - (EXCO responsibility) Send letter to charter committee re CIC's desire to participate; staff to draft letter re: "blue ribbon panel" ban; raise issue of boards and commissions responsibility assignment to CIC.
2. **Increase viewership "Citizens Involved"** - (MEDIA responsibility).
3. **Ordinance Revision** - (EXCO) Move forward to BCC for pass. Schedule agenda for first reading.
4. **Diversity** - (OUTREACH) Move forward on Youth initiative with advice and guidance of Youth Advisory Board; reach X-PAC; continue ethnic recruitment.
5. **General Recruitment** - (OUTREACH-EXCO) Develop marketing strategy - enlist help of former CIC chair, United Way Marketing Director; see also Channel 2 t.v. for support; use web-page to promote.
6. **Phone Trees**. Develop handout for citizen advice - how to build, maintain, etc.

7. **Community Connections - (OUTREACH)** Continue to develop citizen-based GIS advisory panel; use GIS model to develop web-page development team. Work on networks and collaboration.
8. **Consolidation or Coordination. (EXCO-CIC)** Monitor.
9. **Lobbying - state and county changes. (EXCO)** Initiate contact with channel 2 t.v. for citizen involvement show which can address legislature, lobby influence, public process problems and opportunities, etc. Draft position on term limits - short view, instead of long-range policy. Advocacy training workshop development; possible CONDUIT how-to article.
10. **Long-term effects Measures 47 and 50. (EXCO-CIC)** Focus on citizen involvement in local government. Local citizen participation should protect us from despots. Weaken local and strengthen central government and federal influence will increase. Draft position statement.
11. **Citizen Involvement/Public Participation Plans. (OUTREACH - CIC)** Reactivate boards and Commissions training effort; work with BCC and Department Managers re public participation plans. Send letter to Chair Stein to orient her to the issue and solicit support for needed improvements.
12. **Land Use Planning. (EXCO-CIC-OUTREACH)** Continue GIS development; pursue issue of Policy board to oversight land use planning efforts from citizen perspective - see agenda of August 5 for related item #2.
13. **Vanport. (OUTREACH-CIC)** Develop CIC plan for action, continue as lead for this project.
14. **Process Changes. (EXCO)** Policy - develop Public Participation Pledge for elective candidates; long-term, develop work group to review and draft change recommendations.

### Conclusion

The CIC looks forward to another productive year in FY97-8. We thank Chair Stein and the Board of County Commissioners for their on-going support and dedication to the public interest. Multnomah County is fortunate to have an elected body which is determined to improve its responsiveness and accountability to its citizens.

Respectfully submitted,

Kay Durtschi, for the CIC

**CITIZEN INVOLVEMENT COMMITTEE**

**ANNUAL REPORT FY1996-97**

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**CIC MEMBERSHIP 1985 THROUGH 1996-7 (June30)**

---

JACK ADAMS  
JOY AL-SOFI  
BOB ANNONI  
SHIRLEY ARCE  
AL ARMSTRONG  
BILL BASILIKO  
CAROLYN BAX  
MIKE BLACKWELL  
ROBIN BLOOMGARDEN  
MARGARET BOYLES  
PAT BOZANICH  
DAVID BUNNELL  
BEN BUTZIEN\*  
MARLENE BYRNE  
CAROL CANNING  
GAIL CERVENY  
KATHERINE CHENEY  
PHYLLIS COLE  
SHEILA DRISCOLL  
JIM DUNCAN  
KAY DURTSCHI\*  
HAL ELSTON  
JOE FERGUSON  
LARRY FOLTZ  
DAVID FUKU  
STEVE FULMER  
JANE GORDON  
BRUCE GREENE

JUDY HADLEY  
WINZEL HAMILTON  
TARRI HANSON  
CHARLES HERNDON\*  
SCOTT HOLZEM  
DERRY JACKSON\*  
FRANKLIN JENKINS  
ROBERT JONES  
SARA LAMB  
KATIE LARSELL  
ED LYLE  
DICK LEVY  
KEITH LOEFFLER  
BOB LUCE  
DON MACGILLIVRAY  
JUDITH MANDT  
HANK MIGGINS  
JOHN MILLER\*  
LAVERNE MOORE  
GEORGE MUIR  
BOB NELSON  
JANE NETBOY  
ANGEL OLSEN  
DENNIS PAYNE\*  
RON PENNINGTON  
JACK PESSIA  
ALEX PIERCE  
ANN PORTER\*

JENNIE PORTIS  
BEN PRIESTLY  
JEAN PULLIAM  
BEV REEVES  
JIM REGAN  
TANNA REYNOLDS  
JEAN RIDINGS  
ROBERT SACKS  
CHRIS SCARZELLO  
MARY SCHICK  
MICHAEL SCHULTZ\*  
MARILYN SCHULTZ  
PETER SMITH  
DAVID SOLOOS  
VIVIAN STARBUCK  
JOY STRICKER  
MIKE SULLIVAN  
RACHEL SUMMER  
KARMA SWEET  
LIANNE THOMPSON  
KATHLEEN TODD  
ALAN ULIBARRI  
MARTHA WHITE  
MARK WILLIAMS\*  
NANCY WILSON  
JIM WORTHINGTON  
CHRIS WRENCH  
MIKE ZOLLITSCH

\* CIC Chairperson

## AFFIRMATIVE ACTION STATISTICS

### 1995-6

**CBACS: 62 MEMBERS (10 Committees)**

9 African American  
2 Native American  
2 Hispanic American  
4 Asian/Pacific  
27 Women  
2 Disabled

**CIC: 20 MEMBERS**

3 African American  
6 Women  
1 Asian American  
1 Native American

### 1996-7

**CBACS: 77 MEMBERS (10 Committees)**

7 African American  
3 Native American  
4 Hispanic American  
6 Asian American  
37 Women  
3 Disabled

**CIC: 17 MEMBERS**

1 African American  
7 Women  
1 Asian American  
1 Native American

**CIC MEMBERSHIP ROSTER - FY1996-97**

<b>MEMBER</b>	<b>REPRESENTING</b>
Jack Adams	District 4
Joy Al-Sofi	District 2
Mike Blackwell	District 4
Jim Duncan	District 2
Kay Durtschi	District 1
Joe Ferguson	District 3
Bruce Greene	District 2
Robert Jones	District 3
Katie Larsell	District 3
Ed Lyle	District 2
Hank Miggins	District 1
Angel Olsen	District 4
Jack Pessia	At-Large
Jean Pulliam	At-Large
Lianne Thompson	District 1
Kathleen Todd	District 2
Alan Ulibarri	District 2

**OFFICERS. FY1996-97**

**Kay Durtschi, Chair**  
Hank Miggins, Vice-chair  
Ed Lyle, Secretary  
Joy Al-Sofi, Treasurer

**STAFF**

John Legry, Executive Director  
Kathleen Todd, Staff Assistant  
Carol Ward, Staff Assistant

**OFFICERS-ELECT, FY1997-98**

**Kay Durtschi, Chair**  
Ed Lyle, Vice-Chair  
Jim Duncan, Secretary  
Mike Blackwell, Treasurer

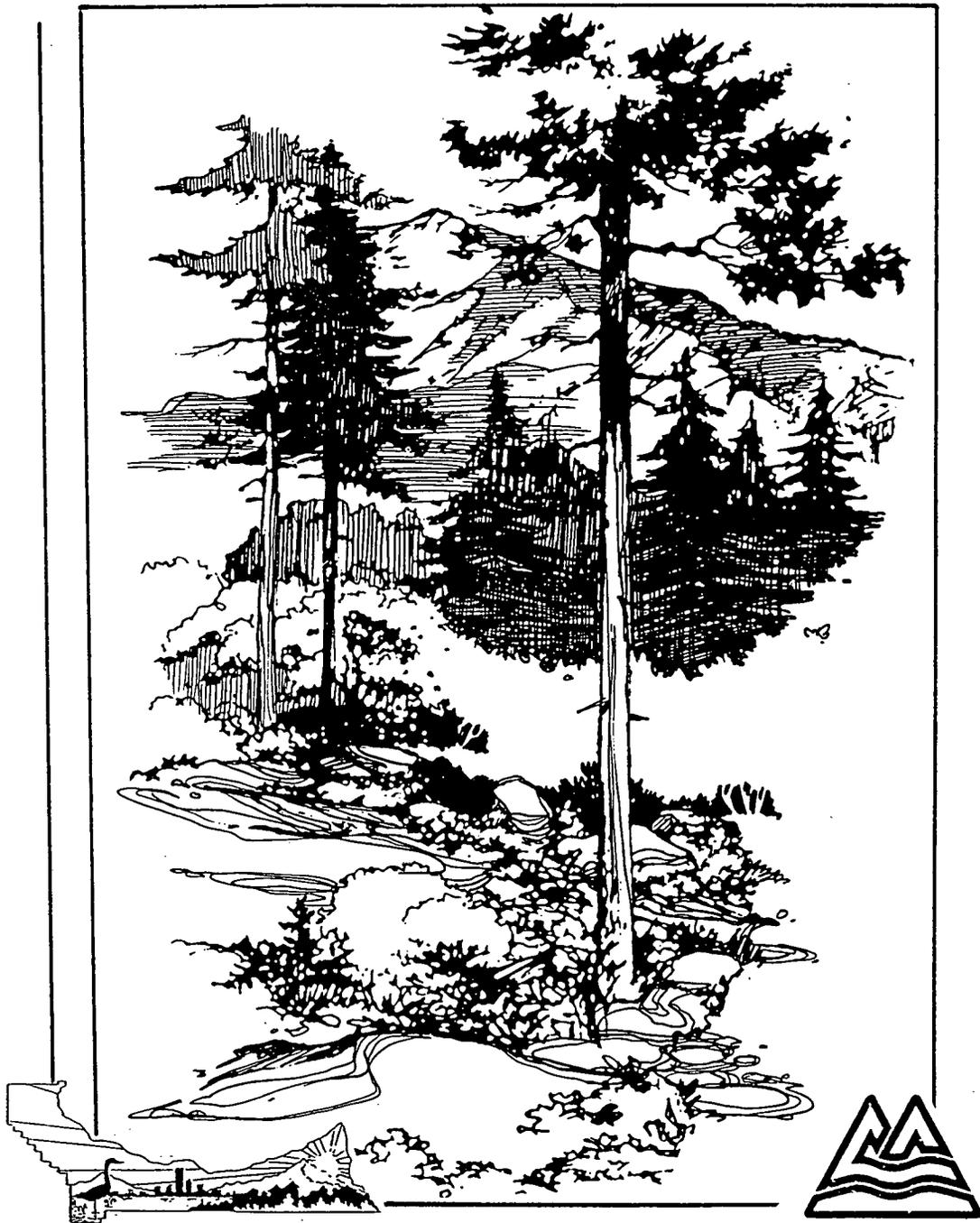
**OFFICE OF CITIZEN INVOLVEMENT**

**2115 S.E. Morrison, #215**  
**Portland, Oregon 97214**  
**(503) 248-3450; FAX:(503)248-3048**  
**Website: [www.multnomah.lib.or.us/cic/](http://www.multnomah.lib.or.us/cic/)**

***"I know of no safe depository of the ultimate powers of Society but the people themselves and if we think them not enlightened enough to exercise their control with a wholesome discretion, the remedy is not to take it from them, but to inform their discretion by education."***

**-- Thomas Jefferson, 1821**

**CITIZEN INVOLVEMENT COMMITTEE (CIC)  
OF MULTNOMAH COUNTY, OREGON**



**ANNUAL REPORT**

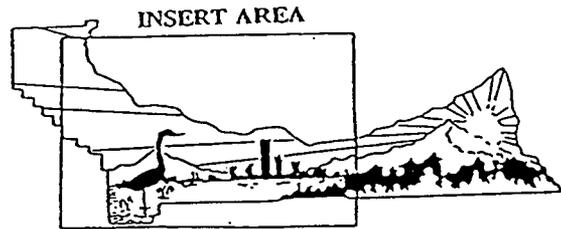
**FY 1996-97**

Citizen Involvement Committee (CIC)  
2115 S.E. Morrison, Room 215  
Portland, Oregon 97214

**CIC MEMBERSHIP ROSTER - FY1996-97**

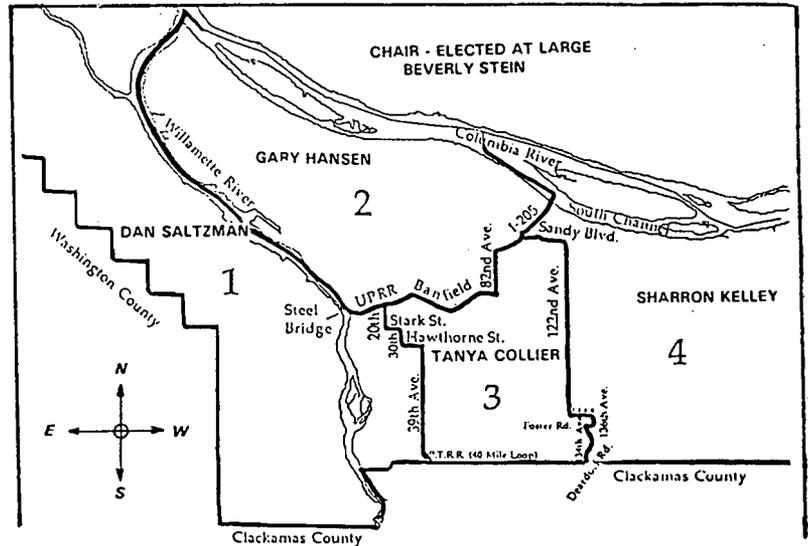
**MEMBER REPRESENTING**

Jack Adams	District 4
Joy Al-Sofi	District 2
Mike Blackwell	District 4
Jim Duncan	District 2
Kay Durtschi	District 1
Joe Ferguson	District 3
Bruce Greene	District 2
Robert Jones	District 3
Katie Larsell	District 3
Ed Lyle	District 2
Hank Miggins	District 1
Angel Olsen	District 4
Jack Pessia	At-Large
Jean Pulliam	At-Large
Lianne Thompson	District 1
Kathleen Todd	District 2
Alan Ulibarri	District 2



Elected Officials

MULTNOMAH COUNTY COMMISSIONER DISTRICTS



**OFFICERS. FY1996-97**

Kay Durtschi, Chair  
 Hank Miggins, Vice-chair  
 Ed Lyle, Secretary  
 Joy Al-Sofi, Treasurer

**STAFF**

John Legry, Executive Director  
 Kathleen Todd, Staff Assistant  
 Carol Ward, Staff Assistant

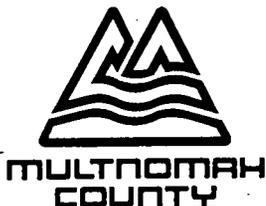
**OFFICERS-ELECT, FY1997-98**

Kay Durtschi, Chair  
 Ed Lyle, Vice-Chair  
 Jim Duncan, Secretary  
 Mike Blackwell, Treasurer

**OFFICE OF CITIZEN INVOLVEMENT**

2115 S.E. Morrison, #215  
 Portland, Oregon 97214  
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 Website: [www.multnomah.lib.or.us/cic/](http://www.multnomah.lib.or.us/cic/)

*"I know of no safe depository of the ultimate powers of Society but the people themselves and if we think them not enlightened enough to exercise their control with a wholesome discretion, the remedy is not to take it from them, but to inform their discretion by education."*  
 -- Thomas Jefferson, 1821



# Citizen Involvement Committee

2115 SE MORRISON PORTLAND, OREGON 97214 (503) 248-3450 FAX (503) 306-5674

October, 1997

TO: Chair Beverly Stein  
Commissioner Tanya Collier  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

INFO: District Attorney Michael Schrunk; Sheriff Dan Noelle; Auditor, Gary Blackmer

Dear Chair Stein and Commissioners:

This letter transmits the Citizen Involvement Committee (CIC) Annual Report for FY96-7.

The CIC commends the County for continuing to distinguish itself as a responsive government, which includes citizen involvement as a key element in its decision-making activities.

We particularly note proactive use of Citizen Budget Advisory Committees (CBACs); support of a community-based Geographic Information System (GIS); creation of the pioneering Facilities Siting Public Participation Manual; and, Commissioner Kelley's use of community forums (Corbett Grange Hall meetings) as a community-building tool.

We are also grateful for your openness and receptivity to improvements and advances in citizen involvement opportunities and processes within Multnomah County. We look forward to maintaining positive working relationships with each of you.

Sincerely,



Kay Durtschi, Chair

CC: CIC/list

**CITIZEN INVOLVEMENT COMMITTEE**

**ANNUAL REPORT FY1996-97**

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**CITIZEN INVOLVEMENT COMMITTEE (CIC)  
ANNUAL REPORT: FY1996-97**

**I. INTRODUCTION:**

The Citizen Involvement Committee (CIC) of Multnomah County, Oregon, herewith submits its Annual Report in fulfillment of its charter obligation to report twice yearly to the citizens and Board of County Commissioners (BCC), regarding its activities, services and issues. The CIC commends the county for continuing to distinguish itself as a responsive government, which includes citizen involvement as a key element in all of its decision-making activities. In this regard, the CIC is pleased to report a successful year, beginning with:

- **Use of the Citizen Involvement Principles** adopted by the Board of County Commissioners in November 1995 as a foundation document in county planning and policy development;
- **Personal participation by BCC members in monthly "Citizens Involved" cable television show** to help get the word out on county issues and services. ("Citizens Involved" airs six times monthly on cable channels 30 and 21).
- **Emphasis on youth involvement** (see pg.4, Items IV.B-C-D);
- Preliminary development of **Community-based Geographic Information System (GIS)** system in cooperation with community groups, Multnomah County. The CIC is partnered formally with the West/Northwest Neighborhood Coalition of Portland as fiscal agent for the project. (See pg. 4).
- **Web Page development** ([www.multnomah.lib.or.us/cic/index.html](http://www.multnomah.lib.or.us/cic/index.html)) to increase citizen access; and,
- Assisted creation of the new **Facilities Siting Public Involvement Manual**, implemented through Executive action of the Chair (copies available from Department of Environmental Services - 248-5000, or the CIC Office - 248-3450). (See pgs. 3-5).
- **Appointments:** Kay Durtschi reappointed CIC representative, Metro CCI; Alternate, Ed Lyle. John Allend, Southwest Neighborhood Information (SWNI), CIC MTAC representative; Dave Johnson, SEUL, alternate. Jim Duncan appointed to Portland Multnomah Commission on Aging (PMCoA). Gloria Fisher appointed to Animal Control Advisory Committee.

**II. ADVISORY COMMITTEE PROJECTS:**

- A. **PENINSULA PAROLE & PROBATION OFFICE "GOOD NEIGHBOR"** - In March, the Department of Community Corrections (DCC), expressed desire to develop community relations and good neighbor policy; with CIC help. St. Johns neighbor, Chuck Fahsholz outlined neighborhood dissatisfaction, agreed long-term process needed. Jo Ann Bowman, assistant to Chair Stein indicated Chair's desire for CIC assistance.

The CIC agreed to assist creation of an Advisory Board with direction to its staff to depoliticize; put people together; take no stand on the specific siting decision; and, **MOVED long-range countywide public facility siting policy development** - this long-term process was of great concern. With the assistance of Jo Ann Bowman and Commissioner Gary Hansen in maintaining the County's pledge to facilitate the

process, the successful election of citizen officers to the CAC occurred in January, 1997: **Chuck Fahsholz**, Chair; **Ben Butzein**, Vice-chair.

*[NOTE: The CIC undertook this "special assignment" at the request of the Chair and DCC, although it entailed a substantial addition to the CIC's work plan, without added resource. While the CIC exists to perform such tasks, it is essential for the County to improve upon its public process generally, to consistently honor its commitments and to exercise patience in dealing with citizens. The CIC continues to participate as requested.]*

- B. CORBETT & LAND USE UPDATE** - NEMCCA dropped dues in favor of voluntary contributions for support, re-qualifying its status as a recognized community group in Multnomah County, 3-20-97; comprehensive land use process muddled at first, polarized through application of "select" citizen advisory committee of 14 members, including non-residents and foreign nationals, and facilitated by "outsider" with no stake in local livability; process was re-focused by Commissioner Sharron Kelley and County Planning Staff Gordon Howard to moderate disruption to community. Used community facilitators and brought community together to talk, created better relations, progress. While the final outcome was submerged in a welter of competing demands, the CIC commends Commissioner Kelley and her staff and recommends that their approach be used more in future.
- C. ANIMAL CONTROL ADVISORY COMMITTEE REPORT** Aug 96- Concern about makeup of committee, attendance of members, and appearance of alternates on a regular basis at most meetings. - Makeup of committee: too many bureaucrats, not enough lay citizens., **Related Issue:** Animal over-population is a real problem. Can we house all homeless animals? Not tough enough on breeders. **Action:** Animal Control Advisory Committee is working on bylaws; New Manager, **Hank Miggins** plans to reconstitute after review.
- D. BOARD OF EQUALIZATION** - Advisory Board proposal. **Proposal Summary:** Management of the Board of Equalization (BOE) shall be made part of the Office of Citizen Involvement's responsibilities, with appropriate staff and material support added to the budget of the Citizen Involvement Committee (CIC) in a dedicated account for maintenance of the BOE.. **RATIONALE:** The following major points are offered in support of the proposal:
- No moving costs;
  - No appearance of conflict of interest with A&T management/staff - autonomy issue for board decisions;
  - Public perception of fair process - should those who tax judge fairness of tax?;
  - Safety (security) issues re: petitioner contact - keeps appeals separate from tax assessment;
  - Possible work overload on A&T staff in Commonwealth Bldg during critical season;
  - Public access (free parking) on east side location;

**REVIEW PROCESS:** Referred to Larry Nicholas, Director of Environmental Services, for review and comment. **Action:** BOE will remain in the Morrison Bldg. in the coming year, governance to be reviewed after other Measure 47/50 changes are completed.

### **III. POLICY PROJECTS:**

- A. PUBLIC FACILITY SITING POLICY:** - In March, the CIC's POLICY committee met with Dr. Jim Marshall of PSU to define parameters of a student study of facility siting in the Metro area,

including interviews with neighborhood representatives. On their recommendation, the CIC encouraged creation of a county Public Facility Siting Committee, and moved for a citizen-based Geographic Information System (GIS) mapping priority, which was conveyed to the Board of County Commissioners in the CIC's Annual Report, FY95-6, as:

- **MOTION: THE CIC URGES THE COUNTY WITH ITS SISTER LOCAL GOVERNMENTS TO COMPLETE A GIS MAPPING SYSTEM AS RAPIDLY AS POSSIBLE AND MAKE IT AVAILABLE TO THE PUBLIC.**

The CIC also recommended:

- **MOTION: THAT A PERMANENT CENTRAL SITING COMMITTEE BE INSTITUTED TO REVIEW AND ADVISE THE BOARD OF COUNTY COMMISSIONERS (BCC) ON ALL PUBLIC FACILITY SITING AND ALL LANDS AND BUILDINGS PURCHASED IN BEHALF OF MULTNOMAH COUNTY; AND, THAT THE CIC IS IN A POSITION TO MONITOR THE PROCESS TO INSURE THAT CITIZEN INVOLVEMENT IS PROPERLY DESIGNED AND CARRIED OUT.**

In support of the Department of Environmental Services (DES) team under the direction of Larry Nicholas, the CIC conducted a PUBLIC FACILITY SITING WORKSHOP on November 21, 1996, major highlights of which are summarized below.

#### Principles

- **Emphasize community values.** Go beyond Neighborhood leadership in determining what community values really are.
- **Allow time for public response.** No "rush to judgment."

#### Strategies

- **Don't ignore anyone.** Emphasize feedback on resolution of "all citizen suggestions."
- **Government has a responsibility to the big picture, not simply to code requirements.** Identification of interested citizens should be within Service Impact Area (SIA), not just within a narrowly-defined legal notification area.
- **ADD Infrastructure Support to key project decisions list.**
- **Address marketing.** Emphasize mitigating or beneficial factors and encourage interested areas to come forward.
- **Coordinate with all other jurisdictions - policy and plan should cover all county programs, whether in city-owned facility, private contractor, etc.**
- **Establish Accountability for all decision paths.** Should be no question concerning who is responsible for decisions. Accountability applies to all programs/private providers.
- **Seek all sources of funds for development, not just tax dollars.**

#### Framework issues

- **No "blue-ribbon" panels.** Citizens appointed to advisory committees, boards, task forces, etc. should include open nominations through the CIC or other citizen involvement committee, not only representatives selected by the inside establishment.

- Insure “feedback loops” and evaluation for all decisions.
- Treat all siting actions equally within conditions of scale. At the outset, expand the policy to be all embracing from the outset, not just for “large” projects. Even a small-scale project or private provider location may substantially affect residents or other citizens and should be anticipated and planned for.
- Provide overlays of other governments. Such overlays may demonstrate duplicated or overlapping services and can lead to new efficiencies/economies.

General

- If the community says “no,” why can’t they stop the development?
- Review saturation through GIS mapping - no excuse not to develop map immediately.
- Additional criteria should be developed for “contentious” facility.
- Broaden contact methodology - not just neighborhood associations - use door-to-door, t.v., relate to events public can actually influence.
- SEE THAT THIS POLICY AND PLAN ARE ENACTED.
- Put this policy in the Charter. Will the Board of County Commissioners put it on the ballot?
- Don’t duplicate services - this plan, with a citizen/technical review committee in oversight should produce less waste and greater coordination of public facility sitings and substantially improve
- Get all the jurisdictions of the area to adopt.

This concludes the brainstorm comments.

In February, Bob Oberst, Property Manager, Multnomah County, introduced the draft Facilities Public Participation Manual to the CIC. High points: Principles to promote effective citizen involvement; every agency has to develop policy to win approval of project by Chair’s office and/or the Board of County Commissioners. The CIC members and guests present were favorably impressed, thanked Bob and the members of the team for their work and recommended that the county seek a NACo Achievement Award for their pioneering work.

IV. SPECIAL PROJECTS:

- A. GIS MAPPING : - In October, 1996, the CIC made public access to GIS Mapping a priority. It was decided to review existing work in progress, ask the County what is in place, brainstorm what citizens may want, and seek a grant for development of a Community-based GIS to be made available at the Office of Citizen Involvement. The emphasis is on forming partnerships with community groups, Metro and County, stressing access, citizen training and special project research. The West/Northwest (W/NW) Neighborhood Coalition of Portland voted unanimously to serve as fiscal agents for the project in April. W/NW mapping projects will receive priority for project development. The outline of the community-based GIS below applies:
1. Develop Partnerships: Government, non-profit, educational organizations
  2. Establish roles: training/education, data, lead agency, flow of revenue, ownership, etc.
  3. Involve neighborhood/community groups with record of land use response

4. Involve neighborhood/community groups affected by land use issues, or organizations with interests and goals similar to the CIC's
5. Develop specific needs for use of neighborhood groups.
6. Identify area focus: Land use (development, facilities siting, planning, etc.); Environmental resource management and protection; Crime prevention; Public outreach; Demographics.

B. **SCHOOL SERVICE ALIGNMENT TASK FORCE** : Chair Stein and the Commission on Children and Families (CCF) Diane Iverson, staff, requested CIC support of public process. **Discussion:** This process should be directed to those who should hear it, but it is the CIC's job to advance the public process.

- **MOTION:** THE CIC SUPPORTS THE SCHOOL SERVICE REALIGNMENT PROPOSAL TO THE EXTENT THAT CIC STAFF TIME AND DOLLARS ARE AVAILABLE TO ASSIST SET UP OF PUBLIC PROCESS TO REVIEW ALIGNMENT PROPOSALS AND WILL PRESENT WORK PLAN, COMPLETE WITH PROJECTED BUDGET TO DO THE WORK BY THE OCTOBER 17, 1996 CIC MEETING.
- Jesse Michael, PSU Master's candidate, CIC Project Assistant - liaison to assist assessment of School/County partnerships with CCF; develop Brochure and **CONDUIT** article for public information.

C. **LOCAL CIVICS CURRICULUM SURVEY** completed - PSU student interview results received for all county high schools. Local Civics Curriculum School Survey - Bob Jones and Jim Duncan reported to the CIC on actions/recommendations indicated by the report document. Where do we go from here? Local civics video course suggested. Local Civics Curriculum School Survey - recommendation that funding and community involvement are the two key issues for work..

D. **YOUTH ADVISORY BOARD** - Partnership proposal. CIC made the offer of CATV show, CONDUIT special article(s), scholarship(s) to National Issues Forum, discussed civics curriculum needs. YAB members discussed providing youth advice on CIC projects, outreach to schools re county issues, partnership. CIC invited presentation at Annual Retreat. Staff to to develop partnership opportunities and agreement of understanding. YAB invited to nominate at-large CIC member.

E. **VANPORT CELEBRATION:** The CIC is interested in co-sponsoring and assisting in the development of a 50-year memorial to the Vanport Flood. Other agencies working on this are: Oregon Historical Society, Portland Parks, and the Portland Office of Neighborhoods. (The event is planned for 1998). Will keep BCC informed/involved.

F. **MEASURE #47 RESOLUTION:**

- Public Participation planning w/ Chr. Stein, Eddie Campbell, Carol Ford, Dave Warren, CIC representatives, TSCC representatives;
- Public participation planning w/ Portland Office of Neighborhoods, Dianne Linn, Director;
- **CONDUIT** public information articles prepared for Winter 1996-7 issue.
- Staff directed to develop CIC position on cuts and citizen involvement as a top priority of the County . CIC Budget FY97-8. It was moved and seconded that, the CIC submit its budget in the amount of the current year FY96-7, plus such COLA as the county granted generally to its departments, divisions and offices. No cut or constraint package to be submitted. Passed unanimously.

- Hosted Chair Stein, Barry Crook on "Citizens Involved" cablecast, re: Measure #47 impacts

**V. SUBCOMMITTEE REPORTS:**

**A. OUTREACH/MEDIA: - Committees were combined to facilitate and coordinate efforts.**

**1. "Citizens Involved" monthly Cable Television Show.**

Seeking set day to establish audience, advertise; **Rob Brading, MCTV Director** was contacted to insure Channel 30 Government Access and to develop interconnect with Portland Cable Access (PCA); Cable shows this season have included:

**July:** "Public Facility Siting" w/ **Bob Oberst**, Property Manager, **Ed Lyle**, CIC Representative;

**September:** "School Service Alignment," w/ **Diane Iverson**, Comm. on Children and Families, **Marc Abrams**, Portland Public School Board, and **David Douglas** representative ;

**October** - "Bridges and Transportation: Multnomah County and the Road Ahead," w/ **Ed Wortman**, Engineering Manager for Bridges; **M'Lou Christ**, CCBAC Representative (Environmental Services);

**November:** Measure 47: Cut and Cap in Multnomah County, with **Chair Stein**, **Barry Crook**, Budget Manager, **Courtney Wilton**, Director, Tax Supervising and conservation Commission (TSCC) and **M'Lou Christ**.

**December:** "Protecting Our Children: Child Abuse in Multnomah County," with **Commissioner Dan Saltzman**, **Mary Rix**, Case Manager with CARES; and **Muriel Goldman**, CBAC member (Juvenile Justice).

**January** - "Our Public Life - Citizen Involvement," with **Kay Durtschi**, Chair CIC; **Ed Lyle**, Vice-chair CIC; **Jack Pessia**, Chair Central Citizen budget Advisory Committee (CCBAC); **Kathleen Todd**, Staff to CCBAC and editor CONDUIT newsletter.

**February** - Re-run "Citizen Involvement Committee (CIC) Introduction"

**March** - "Kids in Crisis (Truancy)," with **Bill Morris**, Juvenile Justice Counseling Services Manager, Multnomah County; **Mike Stark**, director Program Design and Evaluation, Oregon State Health division; **Shane Endicott**, Chair Juvenile Justice CBAC.

**April** - "Citizen Access to Cable T.V." - host **Ed Lyle** (former board member Portland Cable Access); **Rob Brading**, Director Multnomah Cable Television

**May** - "Measure #50 - What's In It for Me?" with **Roger McDowell**, Commissioner Tax Supervising and Conservation Commission (TSCC); **Courtney Wilton**, Director TSCC; **M'Lou Christ**, DES CBAC.

**June** - "Budget '98 - Change In Multnomah County," with **Vickie Gates**, Director Support Services Multnomah County; **Dave Warren**, budget Manager; **Jack Pessia**, Chair CCBAC; **Dick Wegner**, District Attorney's CBAC and CCBAC representative..

2. Authorized purchase of desktop publishing software and a scanner for the CONDUIT newsletter.
3. P.C. installation at CIC - E-mail, Internet, etc. - September - HALLELUYAH!!!
4. Web Page Development - Up and running; preliminary discussion of citizen-based advisory board.
5. Volunteer/Gladys McCoy Awards - April Award Ceremony; Volunteer/Gladys McCoy Awards - Joanne Carlson winner McCoy Award. Press release. Phillipa Harrison, posthumous award.

**B. CENTRAL CITIZEN BUDGET ADVISORY COMMITTEE (CCBAC): (Jack Pessia, Chair), directs and coordinates the work of ten (10) department Citizen Budget Advisory Committees (CBACs) as needed and provides oversight of the CBAC process. UMBRELLA PRIORITY: Critically reviews budgets of the county and recommended outcomes.**

**FY96-7 Accomplishments include: Dedicated Fund Review of Public Safety Funds and presentation of recommendations; orientations; training; Measure #47 impact briefing; participation in City/County Community Budget Meetings and MCTV Citizen's Involved programs where budget issues were discussed; CCBAC 97/98 Budget Report to the Commissioners and Chair.**

**FY96-97 Priorities include: continued need for sufficient capital for County facilities; emphasis on partnerships across Departments and throughout the community; continued support for targeted services for special needs populations; stable funding for programs; close monitoring of programs that are dependent on federal and state funds; consistent monitoring of financial and service delivery changes in health care services; continued support of Strategic Planning for Information Technology; and submission of complete budget documents on time.**

- Training for new members, September, Barry Crook, Finance Manager; Auditor Blackmer presented views and ideas.
- CCBAC - Dedicated Fund work honored by the CIC; Jack Pessia, chair Central CBAC and the Dedicated Fund Review committee members commended for their work. Passed unanimously.
- CCBAC - CIC request of new chair to attend CIC meetings at least quarterly to keep the programs connected and knowledgeable. CIC to attend CCBAC meetings too.

## **VI. MISCELLANEOUS**

- **March 20, 1997** Moved letter re HB2643 from Executive Director to Leslie Lewis, Chair Environmental and Energy Commission on LUBA appeals be adopted as CIC position. Passed unanimously.

March 19, 1997

Rep. Leslie Lewis, Chair

House Environment & Energy Committee

This letter is written in protest to HB 2643 which curbs citizen access to land use process.

The Multnomah County Citizen Involvement Committee (CIC) is a charter office of Multnomah County government, created by a vote of the people in 1984 and managed by a citizen volunteer board drawn from the grassroots community organizations of Multnomah County - neighborhood associations, district neighborhood coalitions in Portland, community groups in the unincorporated areas and non-profit grassroots 501-C3 organizations. The CIC is categorically opposed to the reduction or elimination of citizen access to land use process as presently provided for in Oregon law. HB 2643 does not address a problem (there is no overwhelming litigation caseload and few frivolous appeals are ever filed), but HB 2643 does appear to cater to certain vested special interests who may wish to avoid community review of their private projects.

**Please resist further erosion of citizen involvement in the daily governance of our own lives. Please resist the current attack on Oregon's historic stand for the interests and needs of all its citizens and not for just a privileged few. The people of Oregon are watching your actions and do care about the outcome.** Defeat HB 2643.  
Thank you for your time and attention.

CC: CIC, Chair Beverly Stein, Multco, Commissioners Collier, Hansen, Kelley, Saltzman, BCC

## **VII. PLANS AND PROSPECTS**

- A. **At its Annual Retreat the CIC discussed Citizen Involvement and discussed issues of interest. Topics included:**
- **Access to Public Officials** - problems with State legislature; limited voices - special interests. Who makes the lists? Who writes the legislation?
  - **Citizen Involvement Plan(s)** - Citizen Advisory Board & Commission Training - county improvements; public information - how to spread the word; land use issue; more "guerrilla activity" - "plant trees in potholes;" people must participate - how they do so matters; linkages with other citizen groups
  - **Public Process Initiative(s)** - Review State Rules and Regulations; identify possible reforms; who writes the legislation; required public response
  - **Charter Review** - Limit use of "Blue Ribbon Panels," as unrepresentative of the public and the "average citizen."
  - **Consolidation** - Review models of 28 nationwide for best examples, actual benefit ("LA county has to be preeminent"); east cities and county areas opposed; turf issues remain.
- B. **Results of the discussion were adapted to the CIC's Annual Workplan Development. Review and work assignment(s) as noted below:**
1. **Charter Review** - (EXCO responsibility) Send letter to charter committee re CIC's desire to participate; staff to draft letter re: "blue ribbon panel" ban; raise issue of boards and commissions responsibility assignment to CIC.
  2. **Increase viewership "Citizens Involved"** - (MEDIA responsibility).
  3. **Ordinance Revision** - (EXCO) Move forward to BCC for pass. Schedule agenda for first reading.
  4. **Diversity** - (OUTREACH) Move forward on Youth initiative with advice and guidance of Youth Advisory Board; reach X-Pac; continue ethnic recruitment.
  5. **General Recruitment** - (OUTREACH-EXCO) Develop marketing strategy - enlist help of former CIC chair, United Way Marketing Director; see also Channel 2 t.v. for support; use web-page to promote.
  6. **Phone Trees**. Develop handout for citizen advice - how to build, maintain, etc.

7. **Community Connections - (OUTREACH)** Continue to develop citizen-based GIS advisory panel; use GIS model to develop web-page development team. Work on networks and collaboration.
8. **Consolidation or Coordination. (EXCO-CIC)** Monitor.
9. **Lobbying - state and county changes. (EXCO)** Initiate contact with channel 2 t.v. for citizen involvement show which can address legislature, lobby influence, public process problems and opportunities, etc. Draft position on term limits - short view, instead of long-range policy. Advocacy training workshop development; possible CONDUIT how-to article.
10. **Long-term effects Measures 47 and 50. (EXCO-CIC)** Focus on citizen involvement in local government. Local citizen participation should protect us from despots. Weaken local and strengthen central government and federal influence will increase. Draft position statement.
11. **Citizen Involvement/Public Participation Plans. (OUTREACH - CIC)** Reactivate boards and Commissions training effort; work with BCC and Department Managers re public participation plans. Send letter to Chair Stein to orient her to the issue and solicit support for needed improvements.
12. **Land Use Planning. (EXCO-CIC-OUTREACH)** Continue GIS development; pursue issue of Policy board to oversight land use planning efforts from citizen perspective - see agenda of August 5 for related item #2.
13. **Vanport. (OUTREACH-CIC)** Develop CIC plan for action, continue as lead for this project..
14. **Process Changes. (EXCO)** Policy - develop Public Participation Pledge for elective candidates; long-term, develop work group to review and draft change recommendations.

#### Conclusion

The CIC looks forward to another productive year in FY97-8. We thank Chair Stein and the Board of County Commissioners for their on-going support and dedication to the public interest. Multnomah County is fortunate to have an elected body which is determined to improve its responsiveness and accountability to its citizens.

Respectfully submitted,

Kay Durtschi, for the CIC

# RESOLUTION ON CITIZEN INVOLVEMENT

WHEREAS, there has been a general erosion of the mutual trust and respect between citizens and their governments which impacts Multnomah County; and,

WHEREAS, many citizens continue to turn away from government processes, despite increasing opportunity for involvement in Multnomah County's decision-making activities; and,

WHEREAS, some citizens believe they have a limited voice in helping to shape responses to the demanding issues before society; and many citizens no longer view the government process as a reasoning together in public debate; and,

WHEREAS, citizens do participate in public life when conditions are right; and,

WHEREAS, citizens are not apathetic when there is a possibility to bring about constructive change; and will then engage in government process; and,

WHEREAS, there is a need to improve citizens' connections to their governments and to include citizens in governmental processes; and,

WHEREAS, it will take time and long-term effort to improve citizen involvement;

NOW, THEREFORE, BE IT RESOLVED THAT:

Multnomah County believes that effective citizen involvement is essential to good government, that elected officials, staff and citizens all play important roles in governing the county, and that cooperation between the County government and citizens results in the best policy decisions; and,

THEREFORE, that Multnomah County declares Citizen Involvement to be a top priority of the county and that to carry out this commitment, all the

departments and divisions will adhere to the following set of Citizen Involvement Principles to guide relations with citizens:

## MULTNOMAH COUNTY CITIZEN INVOLVEMENT PRINCIPLES

1. Citizen involvement is essential to the health of our county.
2. Active relationships with neighborhoods, community groups and other citizen participation organizations promote on-going dialogue with citizens.
3. Understandable County communications and processes respect and encourage citizen participation.
4. Outreach efforts reflect the County's rich diversity.
5. Citizens should be involved early in planning, projects and policy development.
6. The County and its departments and divisions should respond in a timely manner to citizen input and should respect all perspectives and insights.
7. Coordinated County outreach and involvement activities make the best use of citizens' time and efforts.
8. Evaluation and report on the effectiveness of County outreach efforts achieves the quality of County/citizen cooperation critical to good government.
9. On-going education in community organizing, networking and cooperation for citizens in neighborhood and community groups, and County officials and staff is promoted; and,

THEREFORE, that Multnomah County reaffirms its commitment to promote and sustain a responsive citizen involvement environment, which depends upon:

- \* Mutual respect of all parties;
- \* Informed and involved citizens;
- \* County officials and staff who honor their role to facilitate and respond to citizen advice; and,

THEREFORE, that the Citizen Involvement Committee (CIC) of Multnomah County is recognized as the County's lead agency in helping to develop and facilitate citizen involvement processes; and,

BE IT FURTHER RESOLVED, that the County will both advance and cooperate with others on citizen involvement improvements, innovations and/or changes which help citizens to join in creating the political environment in which they have a real voice in setting the course of their communities.

[Adopted by the Board of County Commissioners November 30, 1995.]



In order to address the opportunities and challenges of the future, the CIC has adopted the following Five-Year and Current-Year workplans:

## FIVE YEAR PLAN

### Goals, Objectives and Summary Activities

(For a copy of the complete plan, call 248-3450)

GOALS adopted July 11, 1995, OBJECTIVES adopted July 20, 1995, related subcommittee work adopted August 17, 1995. "S," "M," "L," or "C" or combo thereof denote "Short, Medium, Long-term, or Continuous" development.

**GOAL ONE: PUBLIC AWARENESS:** ENSURE TIMELY PUBLIC NOTICE AND INFORMATION IN ORDER TO SUPPORT BROAD-BASED, EARLY AND CONTINUING INVOLVEMENT OF CITIZENS IN PUBLIC POLICIES, PLANS, PROGRAMS AND PROJECTS.

**Objective A: Inform people on how democratic institutions and particularly local government work.**

1. Identify intern assistance to assess and develop curriculum (S)
2. Televise land use planning meetings of BCC (S-M)
3. Develop Monthly CIC t.v. presence (L)

**Objective B: Inform people on how county public policies, plans, programs and projects work.**

1. Develop Media plan (S)
  - a. Promote serious media coverage of major events (C)
  - b. Develop and hold major events (C)
  - c. Develop alternative outlets for citizen info (M)
  - d. Emphasize youth role in all activities/products
2. Schedule meetings with groups putting members on CIC (nominating groups) (S)
3. Develop citizen access internet web page (M)

**GOAL TWO: CITIZEN INVOLVEMENT:** ENSURE ACCESS TO OPPORTUNITIES FOR CITIZENS TO PARTICIPATE IN PUBLIC POLICIES, PLANS, PROGRAMS AND PROJECTS.

**Objective A: Network boards and commissions of local government within the region (S - C)**

1. Assist Boards and Commissions Training and orientation (S)
2. Establish Observer Corps to liaison boards and commissions (S)

**Objective B: Recruit as many people as possible into organized citizen participation (C-L)**

1. Create a list of all opportunities for citizen involvement (S)
2. Place citizen members on each county board, commission, etc. (S)
3. Develop new citizen leadership (S-M-L-C)

**Objective C: Establish the CIC as Clearinghouse for citizens on boards and commissions within county government (S-M)**

1. Establish the CIC as conduit for boards and commission appointments (M)
2. Develop Waiting list for members (S - C)

STRATREP

**GOAL THREE: AUDIT/EVALUATION:** ENSURE THAT PUBLIC INVOLVEMENT PROCESS IN COUNTY GOVERNMENTS IS PLANNED, COMMUNICATED AND IMPLEMENTED IN RESPONSE TO THE PUBLIC.

**Objective A:** Encourage County Auditor to include citizen involvement as element of each audit.

- a. Work with Auditor on Access issues (S)
- b. Develop viable performance measures (S)
- c. Promote citizen involvement record for agencies (S)

**GOAL THREE cont.**

**Objective B:** Help citizens set priorities (S-C)

Study county programs and procedures to set priorities (M)

**Objective C:** Audit citizen involvement countywide with respect to charter requirement.

1. Evaluate citizen involvement processes and programs (M)
2. Document trends from people who have been involved in citizen involvement (C-L)

**GOAL FOUR: INTERNAL:** ENSURE THAT THE OFFICE OF CITIZEN INVOLVEMENT IS WELL-ORGANIZED, EFFICIENTLY OPERATED AND WORKS IN A COOPERATIVE AND INTERACTIVE MANNER.

**Objective A:** Recruit and facilitate CIC member participants

1. Develop youth recruitment (S)
2. Ensure diversity (S-C)

**Objective B:** Maintain good communication and relationships between staff and board

**Objective C:** Explore efficient and effective alternatives for communications and operations of the Office of Citizen Involvement

**GOAL FIVE: GOVERNMENT RELATIONS:** CREATE STRONG AND EFFECTIVE TIES WITH ELECTED LEADERS AND OTHER GOVERNMENT OFFICIALS AND RECOGNIZED CITIZEN INVOLVEMENT GROUPS.

**Objective A:** Develop Better communications with county officials (S)

**Objective B:** Become a citizen involvement resource for other agencies and officials (M-L)

**Objective C:** Develop Better interjurisdictional relationships (L)

**NOTE:** Contact work - Executive Committee responsibility.

**GOAL SIX: CITIZEN RELATIONS:** ENSURE THAT THE PUBLIC INVOLVEMENT ACTIVITIES OF THE CIC ARE VISIBLE, COMMUNICATED AND ACCOMMODATING TO THE INDIVIDUALS, GROUPS AND AGENCIES WHO MAY PARTICIPATE.

**Objective A:** Ensure equitable service throughout the county (S)

**Objective B:** Increase CIC interaction with other citizens and citizen groups (S)

Expand volunteer recognition outreach (M)

**Objective C:** Develop and implement methods to increase confidence in government (L)

Encourage/develop child care at all county meetings (S-M)

STRATREP

CIC MEMBERSHIP 1985 THROUGH 1995

JACK ADAMS  
JOY AL-SOFI  
BOB ANNONI  
SHIRLEY ARCE  
AL ARMSTRONG  
BILL BASILIKO  
CAROLYN BAX  
MIKE BLACKWELL  
ROBIN BLOOMGARDEN  
MARGARET BOYLES  
PAT BOZANICH  
DAVID BUNNELL  
BEN BUTZIEN\*  
MARLENE BYRNE  
CAROL CANNING  
GAIL CERVENY  
KATHERINE CHENEY  
PHYLLIS COLE  
SHEILA DRISCOLL  
JIM DUNCAN  
KAY DURTSCHI\*  
HAL ELSTON  
JOE FERGUSON  
LARRY FOLTZ  
DAVID FUKU  
STEVE FULMER  
JANE GORDON  
BRUCE GREENE

JUDY HADLEY  
WINZEL HAMILTON  
TARRI HANSON  
CHARLES HERNDON\*  
SCOTT HOLZEM  
DERRY JACKSON\*  
FRANKLIN JENKINS  
ROBERT JONES  
SARA LAMB  
KATIE LARSELL  
ED LYLE  
DICK LEVY  
KEITH LOEFFLER  
BOB LUCE  
DON MACGILLIVRAY  
JUDITH MANDT  
HANK MIGGINS  
JOHN MILLER\*  
LAVERNE MOORE  
GEORGE MUIR  
BOB NELSON  
JANE NETBOY  
ANGEL OLSEN  
DENNIS PAYNE\*  
RON PENNINGTON  
JACK PESSIA  
ALEX PIERCE  
ANN PORTER\*

JENNIE PORTIS  
BEN PRIESTLY  
JEAN PULLIAM  
BEV REEVES  
JIM REGAN  
TANNA REYNOLDS  
JEAN RIDINGS  
ROBERT SACKS  
CHRIS SCARZELLO  
MARY SCHICK  
MICHAEL SCHULTZ\*  
MARILYN SCHULTZ  
PETER SMITH  
DAVID SOLOOS  
VIVIAN STARBUCK  
JOY STRICKER  
MIKE SULLIVAN  
RACHEL SUMMER  
KARMA SWEET  
LIANNE THOMPSON  
KATHLEEN TODD  
ALAN ULIBARRI  
MARTHA WHITE  
MARK WILLIAMS\*  
NANCY WILSON  
JIM WORTHINGTON  
CHRIS WRENCH  
MIKE ZOLLITSCH

\* CIC Chairperson

AFFIRMATIVE ACTION STATISTICS

1995-6

CBACS: 62 MEMBERS (10 Committees)

9 African American  
2 Native American  
2 Hispanic American  
4 Asian/Pacific  
27 Women  
2 Disabled

CIC: 20 MEMBERS

3 African American  
6 Women  
1 Asian American  
1 Native American

CIC ANNUAL REPORT FY96-7

1996-7

CBACS: 77 MEMBERS (10 Committees)

7 African American  
3 Native American  
4 Hispanic American  
6 Asian American  
37 Women  
3 Disabled

CIC: 17 MEMBERS

1 African American  
7 Women  
1 Asian American  
1 Native American

# Annual Report, fiscal 1996-7

Kay Durtschi, Chair;

John Legry, Executive Director

MULTNOMAH COUNTY-CIC

# Vision Statement

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- **Citizens feel frustrated** about their lack of full participation in governance.
- **Citizens must share** in decision making & problem solving.
- **There are key benefits to empowered citizens** in a leadership role in governance.
- **A sense of community is vital** in creating a supportive environment for self-governance.
- **Democracy is based on self-governance** by an informed and active citizenry.
- **Renewing democracy requires new roles** for local elected and appointed officials.

# Goal and Objective

- **Empower citizens** to make those decisions that most affect them & **foster conditions** that enable people to take responsibility for their own lives.
- **Provide support** for citizen action & grassroots initiatives, **operating from a position of collaboration** rather than of hierarchical authority
- **Forge strong links** between government and the civil sector - i.e., the myriad associations that comprise civil society.
- **Problem solve** through cooperation and consensus.
- **Use authority** to bring people together.
- **Listen** as much as talk.

# Today's Situation

- Many citizens seem to have **lost the sense of community** and belonging..
- Building community requires **fostering a sense of bonding and connection** among citizens and **nurturing a feeling of civic pride.**
- **Community is, “a dynamic whole that emerges when a group of people:**
  - **Participate in common practices;**
  - **Depend upon one another;**
  - **Make decisions together;**
  - **Identify themselves as part of something larger than the sum of their individual relationships; and,**
  - **Commit themselves for the long term to their own, one another's, and the group's well-being.”**

# How Did We Get Here?

- **Since the 1960s, the idea of engaging citizens in their government has had its formal place** in how we organize our local government structures.
- **In the 1970s and 1980s, we measured citizen involvement by the percentage of the population that voted in local, state, and national elections, & applied for service on civic and volunteer boards & associations.** These figures have been declining despite efforts to the contrary.
- **Our current methods of citizen participation have apparently not solicited the type of engagement that is entirely satisfactory** to officials or to members of the community.

# Available Options

**The solutions are neither magic, nor simple.** Often, they require **trust** between those who have only distrusted, **shared power** among those who have hoarded it, **compromise** where little has been found before. It is unlike other social movements - civil rights, women's liberation, environment. It has **no clear focus, no singular goal, no opponent, no leader, and (at least for now) no definitive name.** It's people in communities and neighborhoods organizing to cause positive things to happen, feeling the sense of responsibility.

# General Recommendations

- **Encourage diversity** - foster well-being & interests of different groups, ideas/viewpoints, & strengthen & nurture concern for the broader community;
- **Define the new relationship** between citizens and representatives of government institutions;
- **Build structures and processes** that will result in citizens and local officials working together;
- **Seek ways to convene a variety of community groups and organizations**, both public and private, to work together toward a common purpose;
- **Stress government's importance** in supporting & encouraging creative, healthy civil society.

# What to do next

1. **Become an effective agent for change**
2. **Develop an attitude that supports change**
3. **Develop new ways to connect to citizens**
4. **Build leadership skills**
5. **Take care of yourself - don't burn out**

# Action Items

- A. Develop open, shared leadership;**
- B. Support active citizens;**
- C. Trust in the judgement of nonexperts**
- D. Motivate local government employee teams;**
- E. Define shared values and abide by rules of order and civility;**
- F. Develop methods and forums for citizen involvement.**

# Specific Recommendations

1. **Support Community Building Initiative**, linking it to new mode of business;
2. **Support CIC in developing forums and outreach activities**, including relevant funding strategies.
3. **Support increased citizen involvement awareness** at county, with trainings and inclusion in design of new programs and processes (with citizens).

NOV 25 1997

Meeting Date: NOV 13 1997

Agenda No: R-9 R-3

Estimated Start time: 10:30 am 11:10 am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Exempt Employee Job Title and Salary Range Revisions

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

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

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

REGULAR MEETING: Date Requested: November 13

Amount of Time Needed: 10 minutes

DEPARTMENT: Support Services DIVISION: Employee Services

CONTACT: Susan Ayers TELEPHONE #: x22342

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Susan Ayers

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

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

12/15/97 copies to Susan Ayers  
12/19/97 copies to Ordinance Distribution list

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: *Dickie S. Gales* 11/4/97

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk 248-3277

NOV 5 AM 11:24  
CLATSOP COUNTY  
BOARD OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES	(503) 248-5015
FINANCE	(503) 248-3312
LABOR RELATIONS	(503) 248-5135
PLANNING & BUDGET	(503) 248-3883
RISK MANAGEMENT	(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97293

PURCHASING, CONTRACTS & CENTRAL STORES	(503) 248-5111
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2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

TO: BOARD OF COUNTY COMMISSIONERS

FROM: *S. Ayers*  
Susan Ayers, Senior Personnel Analyst  
Employee Services Division

DATE: November 5, 1997

REQUESTED PLACEMENT DATE: November 13, 1997

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

I. Recommendation/Action Requested: Adoption of Ordinance.

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

Section II of the ordinance deletes nine (9) titles that are no longer needed, due to departmental reorganization of responsibilities.

Section III of the ordinance adds or restores six (6) titles that are necessary due to departmental reorganization of responsibilities. As each new position is created, the Board has or will consider a budget modification that adds the position and specifies the funding source for the position.

The Assessment Manager/Senior and Tax Collection and Records Manager/Senior are the two new titles to manage the divisions created by the breakup of Assessment & Taxation. MCSO Planning and Research Unit Administrator is a new title to replace Inmate Programs Manager and reflects the current responsibilities of that position. Associate Director/Central Library is created as a result of a reorganization of the management structure of the Central Library; two other exempt titles for Central Library management will be deleted later as this change is implemented. The Budget Manager is re-created to replace the Budget and Quality Manager title and reflect the current structure and responsibilities of the Budget Division. Finance Manager/Senior is an upgrade of the Finance Manager title to reflect expanded responsibilities within the Department of Support Services.

Section IV of the proposed ordinance revises some exempt salary ranges based upon a re-analysis of the duties and responsibilities of these positions.

Section V of the ordinance removes the pay ranges for positions in the County Auditor's Office and creates a new title of Deputy Auditor. No other position that reports directly to an elected official has a salary range, so this action makes the Auditor's positions equivalent. The Auditor can make salary decisions based on his/her own judgment and the money available in the budget allocated by the Board.

Section VI of the ordinance specifies that employees in classifications at the time they are adopted or revised are reclassified and may be eligible for pay increases within the limits of Ordinance 855, Section IV. (A) and (B).

III. Financial Impact: Salary adjustments as a result of the reclassification provisions cited above are optional and, if any, will be paid out of current budgeted funds by the respective departments.

IV. Legal Issues: None.

V. Controversial Issues: None

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

VII. Citizen Participation: None

VIII. Other Government Participation: None

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS

2                               FOR MULTNOMAH COUNTY OREGON

3                                       ORDINANCE No. 891

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

6           MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7   Section I. Findings.

8           A) Multnomah County, Oregon employs a variety of individuals excluded from  
9 any collective bargaining agreement referred to as "exempt" employees.

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

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

19   Section II. Deletion of Job Titles.

20          The following job titles established in Exhibit A of Ordinance No. 880 are deleted,  
21 effective October 1, 1997:

- 1 Board of Equalization Administrator
- 2 Budget & Quality Manager
- 3 Facilities Coordinator
- 4 Finance Manager
- 5 Inmate Programs Manager
- 6 MCSO Office Operations Supervisor
- 7 Selection & Acquisition Administrator
- 8 Tax Collection/Records Manager
- 9 Valuation Manager

10 Section III. Addition of Job Titles and Ranges.

11 The following job titles and pay ranges are added to Exhibit A of Ordinance No.  
 12 880, effective July 1, 1997:

13	<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
14	Assessment Manager/Senior *	\$59,638	\$71,566	\$83,494
15	Associate Dir/Central Library	\$54,106	\$64,927	\$75,748
16	Budget Manager *	\$54,106	\$64,927	\$75,748
17	Finance Manager/Senior *	\$59,638	\$71,566	\$83,494
18	MCSO Plan & Research Unit Admin	\$46,721	\$56,065	\$65,409
19	Tax Collect & Records Manager/Sr *	\$59,638	\$71,566	\$83,494

20 \* Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

21 Section IV. Revision of Ranges.

22 The following pay ranges are established for existing positions, effective July 1,  
 23 1997:

1	<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
2	Budget Analyst	\$38,460	\$46,152	\$53,844
3	Deputy Director/DES *	\$56,813	\$68,176	\$79,538
4	Traffic Aids Supervisor	\$38,460	\$46,152	\$53,844

5 \* Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

6 Section V. Additional Revisions.

7 (A) The pay ranges for Management Auditor 1, Management Auditor 2, and  
8 Management Auditor 3 are removed, effective July 1, 1997. The pay for these positions  
9 is to be determined by the County Auditor pursuant to Ordinance No. 855 Section IV.

10 (B).

11 (B) The title of Deputy Auditor is established with no pay range. The pay for  
12 this position is to be determined by the County Auditor pursuant to Ordinance No. 855  
13 Section IV. (B).

14 Section VI. Effect on Employees.

15 Exempt employees in classifications which are adopted or revised in this  
16 Ordinance shall be deemed reclassified, and may receive salary adjustments as  
17 authorized in Ordinance 855, Section IV. (A) and (B).

1            ADOPTED the        25th                            day of        November  
2 1997, being the date of its second reading before the Board of County Commissioners  
3 of Multnomah County, Oregon.



4  
5 By *Beverly Stein*  
6 Beverly Stein, Chair  
7 MULTNOMAH COUNTY, OREGON

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13 REVIEWED:  
14 TOM SPONSLER, COUNTY COUNSEL FOR  
15 MULTNOMAH COUNTY, OREGON

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19 *Steve Nemirow*  
20 Steve Nemirow, Assistant County Counsel  
21 Tom Sponsler, County Counsel

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS

2                               FOR MULTNOMAH COUNTY OREGON

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- 8 Tax Collection/Records Manager
- 9 Valuation Manager

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1 ADOPTED the 25th day of November  
2 1997, being the date of its second reading before the Board of County Commissioners  
3 of Multnomah County, Oregon.



4  
5 By Beverly Stein  
6 Beverly Stein, Chair  
7 MULTNOMAH COUNTY, OREGON

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13 REVIEWED:  
14 TOM SPONSLER, COUNTY COUNSEL FOR  
15 MULTNOMAH COUNTY, OREGON

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17  
18  
19 Steve Nemirow  
Steve Nemirow, Assistant County Counsel  
20 Tom Sponsler, County Counsel

MEETING DATE: NOV 25 1997

AGENDA NO: R-4

(Above Space for Board Clerk's Use Only)

11:10 Am

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement (IGA) with Yamhill County, Oregon

BOARD BRIEFING DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING: DATE REQUESTED: 11/25/97

AMOUNT OF TIME REQUESTED: 5 minutes

DEPARTMENT: Juvenile and Adult Community Justice DIVISION: Adult

CONTACT: Tichenor McBride TELEPHONE #: 248-3653

BLDG/ROOM#: 311

PERSON(S) MAKING PRESENTATION: Tichenor McBride

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

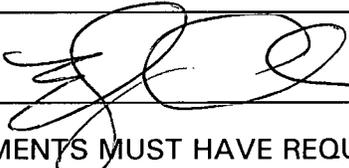
SUGGESTED AGENDA TITLE:

*Intergovernmental Agreement #700558 between the Department of Juvenile and Adult Community Justice and Yamhill County, Oregon to rent 24 secure substance abuse treatment beds for male offenders in the Yamhill County Correctional Facility.*

12/3/97 ORIGINALS TO TICHENOR MCBRIDE

SIGNATURES REQUIRED:

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

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

97 NOV 20 AM 8:40  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE  
JUVENILE COMMUNITY JUSTICE  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3460  
TDD 248-3561

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

## MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director  
Department of Juvenile and Adult Community Justice

DATE: November 18, 1997

SUBJECT: Approval of an Intergovernmental Agreement between Yamhill County, Oregon and the Multnomah County Department of Juvenile and Adult Community Justice

### I. RECOMMENDATION/ACTION REQUESTED:

The Department of Juvenile and Adult Community Justice (DJACJ) recommends the Board's approval of an Intergovernmental Agreement (IGA) between DJACJ and Yamhill County to rent up to 24 secure residential substance abuse treatment beds for male offenders at the cost of \$80.00 per day per offender. The length of this IGA will be from December 1, 1997 through March 31, 1999 unless terminated prior to that date by the mutual consent of both parties or by written notification by Multnomah County at least sixty days prior to the termination. The services include secure jail beds in the Yamhill County Correctional Facility and residential substance abuse treatment services. These are part of the 75 substance abuse treatment beds added by the Multnomah County Commissioners with Jail Levy Funds to DJACJ's budget for Fiscal Year 1997/98.

### II. BACKGROUND/ANALYSIS:

DJACJ staff have access to residential substance abuse treatment services in the community but do not currently have access to secure treatment beds. When the new jail and adjacent DJACJ 300-bed secure residential substance abuse treatment facility is sited and built, DJACJ will no longer need to purchase these beds from Yamhill County. Yamhill County is fully aware that Multnomah County only wants to rent these beds until DJACJ has its own secure facility.

III. FINANCIAL IMPACT:

The total cost of these 24 beds for Fiscal Year 1997/98 is \$407,040.00. The total cost for Fiscal Year 1998/99 will be \$526,080.00. These beds are part of the approved 75 substance abuse beds funded through the Jail Levy. DJACJ currently has 26 of the 75 beds with local providers and is currently negotiating a contract with Marion County for an additional 25 secure beds. Since the per day rate for secure beds is more costly than non-secure beds, DJACJ will need an additional \$291,000.00 (approximately) in Fiscal Year 1998/99 to rent all 75 beds if we do not have our own facility by March 31, 1999. Since we were unable to obtain 75 beds for the full current Fiscal Year, DJACJ will be able to cover the higher cost of these beds within constraint in Fiscal Year 1997/98. When the specifics of DJACJ's new secure facility are clarified, we will be approaching the Board to request permanent funding sources for that facility.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

At one point a few months ago the Multnomah County Sheriff's Office (MCSO) had an interest in purchasing some jail beds from Yamhill County. During that time period, DJACJ did not attempt any further negotiations with Yamhill County until it was clear that MCSO was no longer interested in any of their beds, avoiding a competitive situation between two Multnomah County Departments. Yamhill County has full support of its County Commissioners to enter into this agreement, thus there are no controversial issues on its end.

VI. LINK TO CURRENT COUNTY POLICIES:

This agreement is linked directly to the County's benchmarks of 1) reducing crime, 2) reducing recidivism, and 3) increasing the percentage of offenders needing drug and alcohol treatment who receive it.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

N/A other than Multnomah County and Yamhill County

45128/13

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [ ]

Contract # 700558

Prior-Approved Contract Boilerplate:  Attached:  Not Attached

Amendment # \_\_\_\_\_

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$50,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-4</u> DATE <u>11/25/97</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
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Department: Juvenile and Adult Community Justice Division: Adult Date: 11-17-97

Contract Originator: Tichenor McBride Phone: 248-3653 Bldg/Room: 311

Administrative Contact: Tichenor McBride Phone: 248-3653 Bldg/Room: 311

Description of Contract:  
The purpose of this Intergovernmental Agreement (IGA) is to allow the Department of Juvenile and Adult Community Justice to rent up to 24 secure residential substance abuse treatment beds for male offenders from Yamhill County, Oregon.

RFP/BID #: N/A Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR #: \_\_\_\_\_ (Check all boxes that apply) Contractor is  MBE  WBE  JRF  N/A  None

Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Yamhill County, Oregon</u> Mailing Address: <u>535 East 5th Street, suite 106</u> <u>McMinnville, Oregon 97128</u> Phone: <u>(503) 472-9371</u> Employer ID# or SS#: _____ Effective Date: <u>December 1, 1997</u> Termination Date: <u>March 31, 1999 6-30-99 BRC</u> Original Contract Amount: \$ <u>933,120.00</u> Total Amt of Previous Amendments: \$ <u>N/A</u> Amount of Amendment: \$ <u>N/A</u> Total Amount of Agreement: \$ <u>933,120.00</u>	Remittance Address (if different) _____ Payment Schedule Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>80.00 per bed-day</u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
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REQUIRED SIGNATURES:

Department Manager: \_\_\_\_\_ Date: 11-18-97

Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
(Class II Contracts Only)

County Counsel: \_\_\_\_\_ Date: 11/19/97

County Chair/Sheriff: \_\_\_\_\_ Date: November 25, 1997

Contract Administration: \_\_\_\_\_ Date: 8/20/99  
(Class I, Class II Contracts Only)

VENDOR CODE <u>GV5559C</u>				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	<u>55</u>	<u>169</u>	<u>022</u>	<u>6110</u>		<u>2312</u>				<u>933,120</u>	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

COPY

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [ ]

Contract # 700558

Prior-Approved Contract Boilerplate: \_\_\_\_\_ Attached: \_\_\_\_\_ Not Attached

Amendment # \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$50,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-4</u> DATE <u>11/25/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
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Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Yamhill County, Oregon</u></p> <p>Mailing Address: <u>535 East 5th Street, Suite 106</u> <u>McMinnville, Oregon 97128</u></p> <p>Phone: <u>(503) 472-9371</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>December 1, 1997</u></p> <p>Termination Date: <u>March 31, 1999</u></p> <p>Original Contract Amount: \$ <u>933,120.00</u></p> <p>Total Amt of Previous Amendments: \$ <u>N/A</u></p> <p>Amount of Amendment: \$ <u>N/A</u></p> <p>Total Amount of Agreement: \$ <u>933,120.00</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>80.00 per bed-day</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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**REQUIRED SIGNATURES:**

Department Manager: \_\_\_\_\_ Date: 11-18-97

Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class II Contracts Only)

County Counsel: \_\_\_\_\_ Date: 11/19/97

County Chair/Sheriff: \_\_\_\_\_ Date: November 25, 1997

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	<u>DS</u> <u>169</u>	<u>022</u>	<u>6110</u>			<u>2312</u>				<u>933,120</u>	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

# AGREEMENT FOR HOUSING OF INMATES YAMHILL COUNTY/MULTNOMAH COUNTY

December 1, 1997 through March 31, 1999

This agreement is made and entered into by and between Yamhill County, a political subdivision of the State of Oregon, ("Yamhill") and Multnomah County, a political subdivision of the State of Oregon, ("Multnomah") each acting through it's duly elected Board of Commissioners.

## RECITALS:

- A. Yamhill operates a county jail known as the Yamhill County Correctional Facility ("facility"). The facility includes housing space not anticipated to be required by Yamhill in fiscal years 1997-98 and 1998-99 for incarceration of its pre-trial, sentenced and work center offenders.
- B. Multnomah desires to detain in a humane and secure environment certain male pre-trial, sentenced offenders, and/or sanctioned offenders but lacks its own secure substance abuse treatment beds for substance abuse treatment services. On December 1, 1997, and through 31, 1999, the reserve number of beds for Multnomah County shall be 24 inmate beds per day in the facility.
- C. In order to partially offset its maintenance costs for operation of the facility while still maintaining adequate space for its own needs, Yamhill is willing to make the desired bed space available to Multnomah in accordance with the terms of this agreement.
- D. This agreement is adopted by Multnomah and Yamhill under authority of ORS 203.010, which allows a county to make all necessary contracts, and ORS 190.010, which allows one county to perform services under contract for another county.

IN CONSIDERATION OF THE MUTUAL CONVENANTS, TERMS AND CONDITIONS STATED BELOW, YAMHILL AND MULTNOMAH AGREE AS FOLLOWS:

1. **Yamhill shall perform as follows:**

a. **Admission Services.**

- (1) Any pre-trial, sentenced, and/or sanctioned male offenders referred by Multnomah County shall be admitted to the facility upon the written request of the Director of Juvenile and Adult Community Justice (DJACJ) or his/her designee, subject to the conditions in this agreement.
- (2) There shall be reserved to the exclusive use of Multnomah County on a continuous twenty-four hour a day basis at least 24 bed spaces within the facility for Multnomah offenders. To the extent additional bed space is available, Yamhill shall accept

offenders in excess of 24 from Multnomah. If Yamhill determines that no space is available, Multnomah shall be required to vacate any beds in excess of the 24.

- (3) Yamhill, acting through its correctional facility staff, shall have discretion to refuse acceptance of any offender placed under this agreement where it reasonably believes such placement does not comply with lawful requirements of facility regulations, State statutes, or court order, or when it appears that the physical condition of the placed offender requires immediate medical attention.

b. **Supervision Services.**

- (1) Placed offenders admitted under this agreement shall receive the quality, level, and manner of care and supervision by Yamhill as furnished to inmates placed from within Yamhill County.
- (2) If Yamhill determines that a need for emergency services of any kind exists, that determination shall control and Yamhill is hereby authorized to take appropriate action to secure such services. Yamhill shall provide Multnomah with immediate notice of such services and Multnomah shall reimburse Yamhill for any expenses connected therewith over and above the base charge established in Section 3 of this agreement. In no event shall Yamhill bill Multnomah for more than Yamhill's out-of-pocket expenses in securing emergency services for the offender.

- c. **Release Services.** Yamhill shall release offenders placed under this agreement only upon notification by persons authorized by Multnomah or pursuant to court order, provided however, that Yamhill, upon written notice to the DJACJ may act to require release of any offender whom it reasonably believes has been detained in excess of any statutory period prescribed for custody. No provision contained in this agreement is intended to relieve Multnomah from the duty to monitor the period that an offender is detained. Multnomah agreement to defend and hold Yamhill harmless from any claim of detention in excess of lawful limits brought by or on behalf of any offender placed as provided above.

2. **Multnomah shall perform as follows:**

- a. **Written Statement.** Multnomah shall provide a written statement to Yamhill for each offender detailing the basis for the sanction and the length of stay applicable. Any applicable court order or detainer shall be attached to the written statement.

- b. **Authorization to Act.** Multnomah shall provide Yamhill current identities of persons authorized to act under this agreement on behalf of the Multnomah County DJACJ.
- c. **Transportation.** Multnomah shall provide all transportation to and from the facility at no expense to Yamhill.
- d. **Release Information.** Multnomah shall provide any required written evidence of authorization or other reports necessary to release any inmate placed under this agreement.
- e. **Emergency Services.** Multnomah shall pay to Yamhill all expenses reasonably incurred by Yamhill to provide emergency medical, dental, or psychological services, including transportation for such services if provided by a third party, on behalf of any offender placed under this agreement. In no event shall Yamhill bill Multnomah for more than Yamhill's out-of-pocket expenses incurred in providing emergency services.
- f. **Extraordinary Care.** Upon prior notification by Yamhill and approval by Multnomah in a timely manner, Multnomah shall reimburse Yamhill for any expenses reasonably incurred in the care and supervision of a placed offender which would exceed the level of care and supervision customarily furnished to detained offenders, including but not limited to specially tailored clothing or footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Multnomah shall not unreasonably withhold approval of Yamhill County's expenses.
- g. **Payment.** Multnomah shall promptly pay Yamhill any amount due as set forth in Section 3.
- h. **Court Orders.** Multnomah shall furnish promptly to Yamhill in writing judicial orders of placement, social history, visitation restrictions, and specialized programming which would affect detention care and supervision of the placed offender.
- i. **Removal of Inmates.** Multnomah shall remove any placed offender that Yamhill determines, in its sole discretion to be a substantial risk to the security or safety of the facility on 24 hour notice from Yamhill.
- j. **Last 30 days.** Prior to actual release Multnomah County will return offenders for out-processing and involvement with local treatment program if programs and space are available. If no such program is available all offenders will be returned to Multnomah County via shuttle or other transportation, for which Multnomah will be responsible.

3. **Cost.**

- a. **Base Cost.** On December 1, 1997, the base cost to Multnomah County shall be \$80 per bed per day for 24 beds, for a total daily charge of \$1920. Charges shall be billed monthly and paid by Multnomah County within 30 days of receipt of bill.
- b. **Additional Beds.** To the extent additional beds are desired by Multnomah and deemed available by Yamhill, Multnomah shall pay \$80 per bed per day in addition to the base cost required above. Charges for additional beds shall be billed monthly and paid by Multnomah within 30 days of receipt of bill.
- c. **Other Costs.** In addition to the base cost and the cost for beds in excess of twenty-four, Multnomah shall pay upon demand the costs of any emergency services and any extraordinary care services as defined in Section 2 (E)(F). Any other unanticipated cost by Yamhill must be approved by Multnomah prior to Yamhill being entitled to bill for such services. Charges for additional services shall be billed monthly and paid by Multnomah within 30 days of receipt of the bill.
- If Multnomah County desires to provide their own Alcohol and Drug Services to the above offenders, then Multnomah County shall deduct \$30 per day per offender for providing these services.

4. **Services.** Yamhill County agrees to provide the following services:

- Substance abuse and criminality issues will be addressed through an intensive program combining substance abuse diagnosis and treatment, identification of criminal thinking errors, and cognitive restructuring on the thinking processes leading to substance abuse, relapse, and criminal behavior. Length of stay is expected to average 90 -180 days in the unit. Treatment activities will be concentrated into Monday through Friday. Homework-type activities (e.g., journal writing and self-monitoring, study of substance abuse and criminality materials, meditation and self-help participation) will be required each Saturday and Sunday.
- Treatment will consist of approximately 15 hours per week of group education and counseling, one individual session per week, and a variety of ongoing homework-type individual therapeutic activities. Additionally, there will be family workshops for adult family members, both at the Center and at an off site location. The major goal of treatment will be to interrupt the addictive/criminal cycle through (1) education on addiction and its interrelationship with criminality to allow accurate self-diagnosis; (2) personal identification of thinking errors and obstructive tactics that interfere with treatment and recovery; (3) cognitive restructuring; and (4)

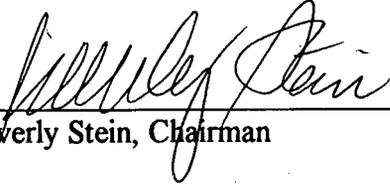
implementing the recovery process and a personal plan to prevent relapse in substance abuse and criminality. ○

- Finally, participants will be expected to participate in continuing community-based treatment following discharge from the unit. Unit staff will help facilitate linkages to continuing care in Multnomah County.
5. **Liability.** It is understood by the parties that any and all employees of facility are employees of Yamhill County and are not employees, agents, or representatives of Multnomah unless acting at the specific instance of or on the instruction of Multnomah County. If Yamhill is sued for wrongful detention of inmates placed by Multnomah under this agreement, Multnomah is responsible and shall pay for any judgment against Yamhill, including all costs, disbursements, and attorneys fees for said wrongful detention. Yamhill shall be responsible for any liability arising from the operation of facility pursuant to the Oregon Tort Claims Act and shall indemnify Multnomah for any loss proximately and legally caused by the conduct of Yamhill's officers, agents or employees.
  6. **Amendments.** This agreement may be modified or amended only by the joint written agreement of the parties.
  7. **Term and Termination.** This agreement shall begin December 1, 1997 unless changed by the Boards of Commissioners of Multnomah and Yamhill Counties and shall remain in full force and effect until March 31, 1999, unless sooner terminated by the mutual consent of Multnomah and Yamhill or by written notification by Multnomah or Yamhill at least 60 days prior to termination of this agreement. Multnomah and Yamhill can mutually extend this contract, in one month intervals, for a period of up to three months, through June 30, 1999.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by their duly authorized officers as of the dates and year entered hereinafter.

**Multnomah County  
BOARD OF COMMISSIONERS**

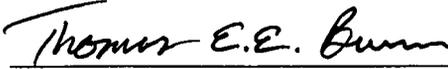
DATE: November 25, 1997

  
Beverly Stein, Chairman

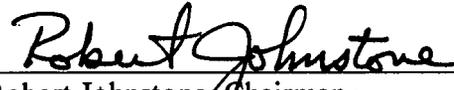
APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 11/25/97  
DEB BOGSTAD  
BOARD CLERK

**Yamhill County  
BOARD OF COMMISSIONERS**

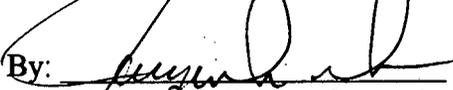
DATE: November 6, 1997

  
Thomas E.E. Bunn, Chairman

  
Ted Lopuszynski, Commissioner

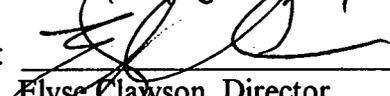
  
Robert Johnstone, ~~Chairman~~

APPROVED AS TO FORM:

By:   
Multnomah County Counsel

**Multnomah County Corrections**

DATE: 11-28-97

By:   
Elyse Clawson, Director  
Juvenile and Adult Community Justice

APPROVED AS TO FORM:

By:   
John M. Gray, Jr., Yamhill County Counsel

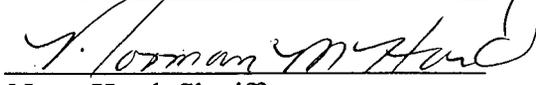
**Yamhill County Corrections**

DATE: 11-4-97

By:   
Lou Chandler, Director  
Community Corrections

**Yamhill County Sheriff**

DATE: 11-5-97

By:   
Norm Hand, Sheriff

Accepted by Yamhill County  
Board of Commissioners on  
Nov 6, 1997 by Board Order  
# 97-817

LC:kbg:970926\_1



## SUPPLEMENTAL STAFF REPORT

**To: Board of County Commissioners**

**From: Facilities & Property Management, Department of Environmental Services**

**Date: October 31, 1997**

**Re: Authorization for Relinquishment of Title of Real Property in Lots 1 and 2, Block 8, Walnut Park Addition, Portland, Oregon, Not Needed for Public Use by Multnomah County to City of Portland, Oregon.**

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1. Recommendation/Action Requested: Authorization by Board of Commissioners for Relinquishment of Title of Real Property in Lots 1 and 2, Block 8, Walnut Park Addition, in the City of Portland, Oregon Not Needed for Public Use by Multnomah County to City of Portland, Oregon for Uses by the City of Portland in Accordance with the Provisions of ORS 271.330 and Execution of the Documents of Relinquishment.
2. Background/Analysis: Multnomah County purchased the land and building comprising the Walnut Park Department of Health Services Northeast Health Clinic and Aging & Disabled Services Northeast Senior Service Center in May 1993. The Seller of that property also owned a vacant real property one block west of the Walnut Park facility which the Seller did not wish to retain and thus included in the transfer of the Walnut Park property to Multnomah County. That vacant real property has not been utilized by Multnomah County and there is no foreseeable use by the County. Further, the vacant real property has been designated a nuisance by the City in the past, requiring removal of abandoned motor vehicles and debris at County expense.

The City of Portland Bureau of Parks and Recreation, June 17, 1997, requested to pursue acquisition of the vacant real property by transfer for no consideration to be used for public purposes only. The City has completed its investigation of the vacant land and advised the County Facilities & Property Management Division that it wishes to acquire the land

The land is presently valued by Multnomah County Assessment & Taxation Division at \$18,500. The vacant parcel was not a factor in the negotiation of the purchase price of the Walnut Park DHS and ADS building and land.

3. Financial Impact: None.
4. Legal Issues: None expected.
5. Controversial Issues: None, to the Department's knowledge.

6. Link to Current County Policies: Multnomah County has eliminated its public parks operations but provided for the continuation of parks services to the public by means of conveyances of parks properties to the cities upon annexation and to Metro pursuant to Intergovernmental Agreement with Metro. While this vacant land is not currently used for parks purposes the King Neighborhood Association has expressed support for such use and pointed out the lack of public parks and open spaces available to residents of the area of the vacant land.
7. Citizen Participation: King Neighborhood Association.
8. Other Government Participation: City of Portland.

# PORTLAND PARKS AND RECREATION



1120 SW FIFTH AVE, SUITE 1302, PORTLAND, OREGON 97204-1933

TELEPHONE (503) 823-2223

FACSIMILE (503) 823-5297



CHARLIE HALES, COMMISSIONER

CHARLES JORDAN, DIRECTOR

June 17, 1997

Mr. Bob Oberst  
Property Manager  
MULTNOMAH COUNTY  
2505 SE 11th Avenue  
Portland, OR 97202

Dear Mr. Oberst:

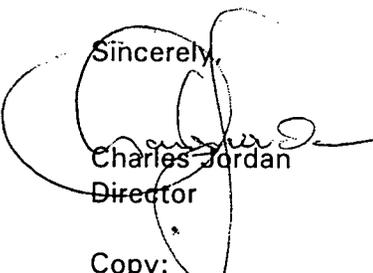
The City of Portland wishes to pursue acquisition of the property described as Lot 1 and the North 31 feet of Lot 2, Block 8, Walnut Park, Multnomah County, Oregon. We understand that the County now owns this property and that the County is willing to consider a transfer of the property to the City for no consideration.

The City is willing to agree to a deed restriction that prohibits use to public purposes only. At this point, it is our intention to convert the property to an open space serving King and other neighborhoods in this park-deficient area.

The City will hire an environmental consulting firm to secure a Level One environmental analysis of the site. Presuming that the results of that study are not adverse to the transfer, I am prepared to recommend to City Council that the City accept the property from Multnomah County.

Please contact Susan Hathaway-Marxer of my staff to work out the details of this transfer. Thank you very much for your cooperation in this matter.

Sincerely,

  
Charles Jordan  
Director

Copy:  
Commissioner Francesconi  
Susan Hathaway-Marxer  
David Yamashita  
Commissioner Gary Hansen, Multnomah County

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Relinquishment of Title )  
of Real Property in Lots 1 and 2, Block 8, ) ORDER  
Walnut Park Addition, Portland, Oregon Not) 97-199  
Needed for Public Use by Multnomah )  
County to City of Portland, Oregon. )

It appearing that the real property consisting of approximately 6,551 square feet of land described as follows:

Lot 1, Except the North 10 feet of said Lot 1; and the North 31 feet of Lot 2, both in Block 8, WALNUT PARK ADDITION, in the City of Portland, County of Multnomah, State of Oregon.

is not needed for public use by Multnomah County; and

It appearing that there are no public parks or open space available to the neighborhood residents around the said real property and that the City of Portland wishes to acquire the property for such purpose; and

It appearing that relinquishment of title of said real property to the City of Portland is authorized by ORS 271.330; and

It appearing that the Board is fully advised in this matter:

It is ORDERED that title of said real property be relinquished to the City of Portland, Oregon and the County Chair be, and she is hereby, authorized to execute any instruments required to complete the relinquishment of said real property.

Dated this 25th day of November, 1997.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By: Beverly Stein  
Beverly Stein, County Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By: Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

NS



Multnomah County  
 2505 SE 11th Avenue  
 Portland, OR 97202

Grantor's Name and Address  
 City of Portland, Parks  
 1120 SW 5th Avenue, #1302  
 Portland, OR 97204

Grantee's Name and Address  
 After recording, return to (Name, Address, Zip):  
 City of Portland, Parks  
 1120 SW 5th Avenue, #1302  
 Portland, OR 97204

Until requested otherwise, send all tax statements to (Name, Address, Zip):  
 City of Portland, Parks  
 1120 SW 5th Avenue, #1302  
 Portland, OR 97204

STATE OF OREGON, } ss.  
County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ and/or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Records of said County.

SPACE RESERVED FOR RECORDER'S USE

Witness my hand and seal of County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_, Deputy.

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that Multnomah County, a political subdivision of the State of Oregon, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto City of Portland, Bureau of Parks and Recreation, a municipal corporation of the State of Oregon hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Multnomah County, State of Oregon, described as follows, to-wit:

Lot 1, except the North 10 feet of said Lot 1; and the North 31 feet of Lot 2, both in Block 8, Walnut Park Addition, in the City of Portland, County of Multnomah, State of Oregon.

Grantee shall use and continue to use said real property for a public purpose in accordance with the provisions of ORS 271.330.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0.00. However, the actual consideration consists of or includes other property or value given or promised which is  part of the  the whole (indicate which) consideration. (The sentence between the symbols ®, if not applicable, should be deleted. See ORS 93.030.)

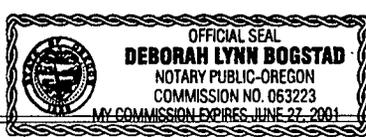
In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 25th day of November, 1997; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

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

Multnomah County, a political subdivision of the State of Oregon  
By: Beverly Stein  
Beverly Stein, County Chair  
) ss.

STATE OF OREGON, County of \_\_\_\_\_  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
This instrument was acknowledged before me on November 25, 1997,  
by Beverly Stein  
as Chair  
of Multnomah County Board of Commissioners



Deborah Lynn Bogstad  
Notary Public for Oregon  
My commission expires June 27, 2001

MEETING DATE: NOV 25 1997  
AGENDA NO.: R-6  
ESTIMATED START TIME: 11:20Am

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Environmental Health Increased Fees

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

REGULAR MEETING: DATE REQUESTED: November 25, 1997  
AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Health DIVISION: Environmental Health  
CONTACT: Hilda Adams TELEPHONE#: x22404  
BLDG/ROOM#: 160/3  
PERSON(S) MAKING PRESENTATION: Hilda Adams/Katie Gaetjens

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Resolution Classifying Health Department Increased Fees As Not Subject to Measure 50.

11/25/97 copies to Hilda Adams & Katie Gaetjens

**SIGNATURES REQUIRED:**

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

DEPARTMENT MANAGER: Billie Odgaard

97 NOV 20 AM 8:32  
CLERK OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

**MEMORANDUM**

**TO:** Board of County Commissioners  
**VIA:** Bill Ortega  
**FROM:** Hilda Chaski Adams  
**REQUESTED PLACEMENT DATE:** November 20, 1997  
**DATE:** November 12, 1997  
**SUBJECT:** Resolution classifying Health Department increased fees as not subject to Measure 50

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I. Recommendation/Action Requested:

The Board of County Commissioners is requested to review the written findings of the Health Department regarding proposed Environmental Health fee increases, to adopt a resolution classifying these fee increases as not being subject to the election provisions of Measure 50 and to issue an order requiring publication of its classification.

II. Background/Analysis:

The 1997 Legislature required that local governments increasing fees in the 1997-1998 tax year determine whether the fee increases would replace funds lost due to property tax reductions. The new law, SB 1215 (1997 Or Laws chapter 541) requires that the governing body review written findings and answer three specific questions. If the governing body finds that any of the questions can be answered with "No", the governing body is required to classify the fees as "not subject" to the Measure 50 election provisions. In addition, the governing body is required to publish notice that it has classified fees as not subject to Measure 50.

The Department of Health proposes to increase some Environmental Health fees by separate ordinance. The proposed fee changes will increase license and plan review fees for swimming pools and spas; Class IV Mobile Food Vending Units and Food Handler Cards. The ordinance will also reduce food license fees in certain

situations. The Department of Health has prepared the written findings required by SB 1215 for the Board of County Commissioners to review. (Attachment A to Resolution 97 ).

The findings indicate that the services of the Environmental Health Inspections Unit that the fees apply to have been solely covered by fee revenues for the past two years. Therefore, the fees are not subject to the election provisions of Measure 50 because they do not replace revenues lost due to property tax reductions. The Board's adoption of Resolution 97- classifies them as not subject. The Board's entry of the Order 97- will accomplish the publication required by SB 1215.

III. Financial Impact:

The accompanying fee ordinance will increase revenue for the Environmental Health Section by approximately the following amounts. As indicated above, these increases are necessary to meet expenditures.

Pool Plan review	\$5,000
Pool inspections	\$9,121
Food Handler	\$40,000
Class IV Mobile Unit	\$6,375

IV. Legal Issues:

Oregon statute and administrative rule mandate the regulation of food service facilities and swimming pools and spas, and testing of food handlers. Multnomah County performs these functions under a delegation agreement with the Oregon Health Division. These laws and rules also authorize collection of license fees to cover the costs of these functions. The methods used to derive the proposed fees and the program costs are within the limits of applicable laws and rules.

V. Controversial Issues:

Fee increases are always controversial. However, the proposed increases are based on the county's actual costs and comply with applicable state statute and rule.

VI. Link to Current County Policies:

This conforms to the current Health Department policy of charging license and inspection fees to establishments under the delegation agreement with the State Health Division.

VII. Citizen Participation:

There are no organized groups from which to solicit participation. The Multnomah County Food Service Advisory Committee has been consulted.

VIII. Other Government Participation:

No direct participation by other governmental agencies is required in this matter.

## PUBLIC NOTICE - REVISED REVIEW DATE

### Multnomah County Department of Health Findings Regarding Environmental Health Fee Increases

The 1997 Legislature required that local governments increasing fees in the 1997-1998 tax year determine whether the fee increases will replace funds lost due to property tax reductions. The Department of Health intends to increase some Environmental Health fees. The proposed fee changes will increase license and plan review fees for swimming pools and spas; Class IV Mobile Food Vending Units and Food Handler Cards. The proposal will also reduce food license fees in certain situations. The Department of Health has prepared the following findings for the Board of County Commissioners to review and adopt at the November 25, 1997 Board meeting. These findings and this publication are required under 1997 OR Laws Chapter 541 Sections 455 to 462.

1. Does the proposed funding mechanism, i.e., proposed fee increases, include a new or increased fee?

*Yes. The proposal increases some fees and creates two new fee classifications in order to reduce fees in certain situations.*

2. Will the revenue from the proposed funding mechanism be used to fund a "qualified government product or service," i.e., a government service previously funded in whole or part by ad valorem property taxes?

*No. The related services of the Environmental Health Inspections Unit have been solely covered by fee revenues for the past two years as follows:*

	<u>Fee revenues</u>	<u>Actual expenditures</u>
95-96	1,333,549	1,290,397
96/97	1,398,811	1,386,579

*Excess fee revenue was carried over for capital equipment purchase of new computers for field inspectors anticipated in the current fiscal year.*

3. What is the amount of the funding mechanism that is to be allocated to fund a qualified government product or service?

*None. The related services of the Environmental Health Inspections Unit have been solely covered by fee revenues for the past two years and are not qualified government products or services.*

4. What portion of the property tax reduction imposed under OR Laws Chapter 541 section 20-35 would have been allocated to this service had the property tax reduction not taken place?

*The department of health finds that none of the funding mechanism revenues replace any funding reductions due to OR Laws Chapter 541, Sections 20 to 35.*

For additional information contact Hilda Chaski Adams, Environmental Health Services, Multnomah County Health Department, 426 SW Stark, 3<sup>rd</sup> Floor, Portland, OR 97204 248-3400.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Classification of Department of Health )  
Environmental Services Fees as Exempt ) RESOLUTION  
from Article XI, §11 of the Oregon ) 97-  
Constitution )

WHEREAS, 1997 Or Laws Chapter 451 (SB 1215) requires that the governing body of a local taxing district determine if proposed increased fees are fee shifts that offset ad valorem property tax revenues lost under Measure 50; and

WHEREAS, the Multnomah County Board of Commissioners (Board) has reviewed the Findings submitted by the Multnomah County Department of Health regarding proposed Environmental Health Services fee increases (Attachment A); and

WHEREAS, the Board has determined that:

1. the proposed funding mechanism constitutes a fee;
2. the revenues of the funding mechanism do not fund a qualified government product or service; and
3. the proposed use of the fees does not result in a shift to replace property tax reduction amounts during the initial implementation period;

now, therefore,

IT IS HEREBY RESOLVED, that the fee increases set forth in Ordinance \_\_\_\_\_, attached hereto as Attachment B, should be classified as not

subject to the fee shifting restrictions of SB 1215 and, therefore, do not need to be submitted to a vote of the citizens of Multnomah County.

ADOPTED this \_\_\_\_\_ day of November, 1997.

BOARD OR COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By *Katie Gaetjens*  
Katie Gaetjens

H:\data\gaetjens\resolution-classification.doc

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Classification of Department of Health )  
Environmental Services Fees as ) RESOLUTION  
Exempt from Article XI, §11 of the ) 97-200  
Oregon Constitution )

WHEREAS, 1997 Or Laws Chapter 451 (SB 1215) requires that the governing body of a local taxing district determine if proposed increased fees are fee shifts that offset ad valorem property tax revenues lost under Measure 50; and

WHEREAS, the Multnomah County Board of Commissioners (Board) has reviewed the Findings submitted by the Multnomah County Department of Health regarding proposed Environmental Health Services fee increases (Attachment A); and

WHEREAS, the Board has determined that:

1. the proposed funding mechanism constitutes a fee;
2. the revenues of the funding mechanism do not fund a qualified government product or service; and
3. the proposed use of the fees does not result in a shift to replace property tax reduction amounts during the initial implementation period;

now, therefore,

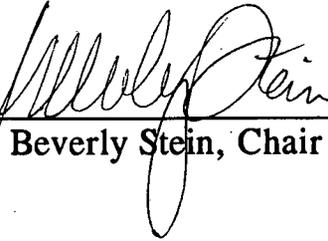
IT IS HEREBY RESOLVED, that the fee increases set forth in Ordinance 892, attached hereto as Attachment B, should be classified as not

subject to the fee shifting restrictions of SB 1215 and, therefore, do not need to be submitted to a vote of the citizens of Multnomah County.

ADOPTED this 25th day of November, 1997.

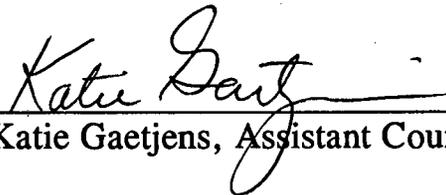


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Katie Gaetjens, Assistant County Counsel

**Multnomah County Department of Health  
Findings Regarding Environmental Health Fee Increases**

The 1997 Legislature required that local governments increasing fees in the 1997-1998 tax year determine whether the fee increases will replace funds lost due to property tax reductions. The Department of Health intends to increase some Environmental Health fees. The proposed fee changes will increase license and plan review fees for swimming pools and spas; Class IV Mobile Food Vending Units and Food Handler Cards. The proposal will also reduce food license fees in certain situations. The Department of Health has prepared the following findings for the Board of County Commissioners to review and adopt at the November 25, 1997 Board meeting. These findings and this publication are required under 1997 OR Laws Chapter 541 Sections 455 to 462.

1. Does the proposed funding mechanism, i.e., proposed fee increases, include a new or increased fee?

*Yes. The proposal increases some fees and creates two new fee classifications in order to reduce fees in certain situations.*

2. Will the revenue from the proposed funding mechanism be used to fund a "qualified government product or service," i.e., a government service previously funded in whole or part by ad valorem property taxes?

*No. The related services of the Environmental Health Inspections Unit have been solely covered by fee revenues for the past two years as follows:*

	<u>Fee revenues</u>	<u>Actual expenditures</u>
95-96	1,333,549	1,290,397
96-97	1,398,811	1,386,579

*Excess fee revenue was carried over for capital equipment purchase of new computers for field inspectors anticipated in the current fiscal year.*

3. What is the amount of the funding mechanism that is to be allocated to fund a qualified government product or service?

*None. The related services of the Environmental Health Inspections Unit have been solely covered by fee revenues for the past two years and are not qualified government products or services.*

4. What portion of the property tax reduction imposed under OR Laws Chapter 541 section 20-35 would have been allocated to this service had the property tax reduction not taken place?

*The department of health finds that none of the funding mechanism revenues replace any funding reductions due to OR Laws Chapter 541, Sections 20 to 35.*

1                                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                                   FOR MULTNOMAH COUNTY, OREGON  
3                                   ORDINANCE NO. 892

4  
5           An ordinance amending sections of MCC 5.10, relating to food service license and  
6 pool/spa license and plan review fees, and MCC 8.30, relating to food handlers.

7           (Language in brackets [ ] is to be deleted; underlined language is new.)

8  
9           Multnomah County ordains as follows:

10  
11 SECTION 1. AMENDMENT.

12           MCC 5.10.320 is amended to read as follows:

13           **5.10.320. Food service license fee.**

14           For the services of the department of health in connection with issuance of food  
15 service licenses, the department shall collect a fee from every applicant, at the time of  
16 application.

17           The following fee structure shall apply for full-service restaurants, limited-service  
18 restaurants, or commissary licenses issued or applied for between January 1 and  
19 September 30:

20           Seating capacity 0 - 15	\$240.00
Seating capacity 16 - 50	325.00
21           Seating capacity 51 - 150	390.00
Seating capacity over 150	465.00
22           Limited-service restaurants	240.00
23           Commissaries servicing 1-5 mobile units and/or 1-50	
24           vending machines	240.00
25           Commissaries servicing 6 or more mobile units and/or 51	
26           or more vending machines	375.00

1 Where there are more than two food service facilities located at the same address  
2 and licensed to the same licensee, the license fee shall be the amount listed above for the  
3 first two largest facilities and one-half the amount for each additional facility.

4 The following fee structure shall apply for full-service restaurants, limited-service  
5 restaurants, or commissary licenses issued or applied for between October 1 and  
6 December 31:

7	Seating capacity 0 - 15	\$120.00
8	Seating capacity 16 - 50	162.50
9	Seating capacity 51 - 150	195.00
9	Seating capacity over 150	232.50
10	Limited-service restaurants	120.00
11	Commissaries servicing 1 - 5 mobile units and/or 1-50 vending machines	120.00
12	Commissaries servicing 6 or more mobile units and/or 51 or more vending machines	187.50

14 Where there are more than two food service facilities located at the same address  
15 and licensed to the same licensee, the license fee shall be the amount listed above for the  
16 first two largest facilities and one-half the amount for each additional facility.

17 For the following special food service facilities, the following fees shall be charged  
18 for licenses issued or applied for:

19	Temporary restaurants:	
20	1 day	\$ 65.00
21	2 - 4 days	110.00
21	5 or more days	125.00
22	Non-potentially Hazardous temporary restaurant:	
23	Selling only non-potentially hazardous food as defined in 24 OAR 333-150-000 for a period 25 of 1 - 30 days	65.00
26	Seasonal full-service, commissaries or limited-service restaurants operating six months or less	120.00

1	Sundries shops: Selling only pre-	
2	wrapped food without the use	
	of reusable utensils	130.00
3	Warehouses	150.00
4	Mobile units	
	<u>as defined by OAR 333-162-0020</u>	
	<u>Class I, II and III</u>	135.00
5	<u>Class IV</u>	<u>220.00</u>
6	<u>Combined Facilities Sundries:</u>	
7	<u>Selling individually, pre-wrapped</u>	
8	<u>foods and whole fruits with single</u>	
9	<u>service utensils in a facility that</u>	
	<u>holds a pool/spa or travelers'</u>	
	<u>accommodations license from</u>	
	<u>the department of health.</u>	<u>100.00</u>
10	Vending Machines:	
	1 - 10 units	140.00
11	11 - 20 units	270.00
	21 - 30 units	415.00
12	31 - 40 units	480.00
	41 - 50 units	550.00
13	51 - 75 units	685.00
	76 - 100 units	825.00
14	101 - 250 units	1,095.00
15	251 - 500 units	2,050.00
	501 - 750 units	3,295.00
16	751 - 1,000 units	4,120.00
17	1,001 - 1,500 units	5,495.00
18	1,501- 2,000 units	5,495.00 plus
		\$1.00 for each
19		unit over
		2,000 units

20     The following fee structure shall apply for sundries shops, combined facilities  
21 sundries, mobile units, warehouses or vending machines issued or applied for between  
22 October 1 and December 31:

23	<u>Sundries Shops: Selling only pre-</u>	
24	<u>wrapped food without the use of</u>	
	<u>reusable utensils</u>	<u>\$ 65.00</u>
25	<u>Warehouses</u>	<u>75.00</u>
26	<u>Mobile Units</u>	
	<u>as defined by OAR 333-162-0020</u>	

	<u>Class I, II and III</u>	<u>67.50</u>
	<u>Class IV</u>	<u>110.00</u>
	<u>Combined Facilities Sundries:</u>	
	<u>Selling individually, pre-wrapped</u>	
	<u>foods and whole fruits with single</u>	
	<u>service utensils in a facility that</u>	
	<u>holds a pool/spa or travelers'</u>	
	<u>accommodations license from</u>	
	<u>the department of health.</u>	<u>50.00</u>
	<u>Vending Machines:</u>	
	<u>1 - 10 units</u>	<u>70.00</u>
	<u>11 - 20 units</u>	<u>135.00</u>
	<u>21 - 30 units</u>	<u>207.50</u>
	<u>31 - 40 units</u>	<u>240.00</u>
	<u>41 - 50 units</u>	<u>275.00</u>
	<u>51 - 75 units</u>	<u>342.50</u>
	<u>76 - 100 units</u>	<u>412.50</u>
	<u>101 - 250 units</u>	<u>547.50</u>
	<u>251 - 500 units</u>	<u>1,025.00</u>
	<u>501 - 750 units</u>	<u>1,647.50</u>
	<u>751 - 1,000 units</u>	<u>2,060.00</u>
	<u>1,001 - 1,500 units</u>	<u>2,747.50</u>
	<u>1,501-2,000 units</u>	<u>2,747.50 plus</u>
		<u>\$.50 for each</u>
		<u>unit over</u>
		<u>2,000 units</u>

**SECTION 2. AMENDMENT.**

MCC Chapter 5.10 is amended to read as follows:

**5.10.321. Food service plan review.**

For the services of the department of health in connection with the review of plans for the construction of food service facilities as those terms are defined in ORS 624, the department shall collect the following fees:

Mobile unit plan review	
<u>Class I, II or III</u>	<u>\$120.00</u>
<u>Class IV</u>	<u>200.00</u>
Major remodeling	<u>355.00</u>
New construction	

0 - 50 seats	355.00
Over 50 seats	500.00

The definition of [these categories] mobile unit plan review, major remodeling and new construction shall be established by department administrative policy.

SECTION 3. AMENDMENT.

MCC Chapter 5.10.322 is amended to read as follows:

**5.10.322. Payment of license fees, reinspection fees and delinquency penalty:**

(A) Licenses issued under this section terminate and are renewable on December 31 of each year. The renewal of license fees imposed by MCC 5.10.320 through 5.10.345 shall be paid or postmarked on or before midnight of January 31 of the current license year, to the department.

(B) Except as provided in subsection (C) of this section, to any license fee not paid as required in subsections (A), (D) and (K) of this section, there shall be added a penalty of 50 percent of such license or increased frequency inspection fees.

(C) If the department determines that the delinquency was due to reasonable cause and without any intent to avoid compliance, the penalty provided by subsections (B) and (I) of this section shall be waived.

(D) When a license fee is due at any other time of the year, other than January 31, the license fee shall be payable to the department within 30 days of application. If the license fee is not paid as provided in this subsection, then subsection (B) of this section shall apply.

(E) The license fee for a seasonal facility, which operates six or fewer consecutive months, shall be payable within 30 days of the first day of operation for the current year. If the fee is not paid as provided in this subsection, then subsection (B) of this section will apply.

1 (F) One-half of the license fee shall be refunded if an establishment closes or  
2 changes ownership within the first two months of the year or within any two-month period  
3 of ownership, and application for a refund is made, in writing, within the same two-month  
4 period.

5 (G) The license fee for a temporary restaurant operating on an intermittent basis  
6 at the same specific location in a grouping of less than six shall be \$125.00 per month for  
7 the first four months of operation within a calendar year, and \$40 per month for the  
8 remainder of the year.

9 (H) The application and license fee for any temporary restaurant shall be  
10 received in the Environmental Health Office by noon two working days before the event  
11 begins.

12 (I) Except as provided in subsection (C) and for benevolent organizations as  
13 defined in ORS 624.015, for any temporary restaurant license not applied and paid for as  
14 required in subsection (H) of this section, there shall be added a \$50.00 late processing  
15 fee.

16 (J) Benevolent Organizations are exempt from any temporary restaurant license  
17 or inspection related fees.

18 (K) For the services of the department of health in providing an increased  
19 frequency inspection as mandated under ORS 624.085 and OAR 333-157-0027, the  
20 department shall collect a fee for each additional inspection in the amount of \$120.00.  
21 Reinspections for the sole purpose of checking the number of food handler cards shall  
22 not be subject to this fee.

23 (L) The department may charge a relocation fee in lieu of a full fee under certain  
24 circumstances such as, but not limited to, no change in business name, ownership, menu  
25 served or type of equipment used. The relocation fee shall be \$50. Plan review fees may  
26 apply.

1 SECTION 4. AMENDMENT.

2 MCC 5.10.340 is amended to read as follows:

3 **5.10.340. Swimming pool license fee.**

4 For the services of the department of health in connection with the inspection of  
5 public swimming pools, public spa pools, and bathhouses as those terms are defined in  
6 ORS 448.005, the department shall collect [a \$177.00] annual license fees from each  
7 applicant based on the number of swimming or spa pools located at the same address,  
8 and operated by the same licensee. Annual license fees shall be as follows:  
9

10 For the first three pools [\$200.00] \$220.00 each.

11 For each additional pool [\$100.00] \$120.00 each.

12  
13  
14 SECTION 5. AMENDMENT.

15 MCC 5.10.341 is amended to read as follows:

16 **5.10.341. Swimming pool spa plan review.**

17 For the services of the department of health in connection with [the review of plans]  
18 plan review, site visits and construction inspections for the construction of public swimming  
19 pools, public spa pools and bathhouses as those terms are defined in ORS 448.005, the  
20 department shall collect a fee from each applicant as follows:  
21

22 For plan review and construction permit: [\$500.00] \$750.00

23 For renewal of a construction permit: \$50.00

1 SECTION 6. AMENDMENT.

2 MCC 8.30.250 is amended to read as follows:

3 **8.30.250. Fees.**

4 (A) All food handlers trained under MCC 8.30.150(C) shall pay the health  
5 department a \$5.00 fee for the issuance of an original food handler's certificate.

6 (B) All other food handlers shall pay the health department a [\$7.00] \$9.00 fee  
7 for the issuance of an original food handler's certificate.

8 (C) All food handlers shall pay the health department a \$2.00 fee for the  
9 issuance of a replacement certificate.

10  
11 ADOPTED this 25th day of November, 1997, being the date of its second reading  
12 before the Board of County Commissioners of Multnomah County, Oregon.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
\_\_\_\_\_  
Beverly Stein, County Chair

19 REVIEWED:

20 THOMAS SPONSLER, COUNTY COUNSEL  
21 FOR MULTNOMAH COUNTY, OREGON

22  
23 By *Katie Gaetjens*  
\_\_\_\_\_  
Katie Gaetjens, Assistant County Counsel

MEETING DATE: NOV 25 1997  
AGENDA NO.: R-7  
ESTIMATED START TIME: 11:30 Am

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Environmental Health Increased Fees

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

REGULAR MEETING: DATE REQUESTED: November 25, 1997  
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Health DIVISION: Environmental Health  
CONTACT: Hilda Adams TELEPHONE#: x22404  
BLDG/ROOM#: 160/3  
PERSON(S) MAKING PRESENTATION: Hilda Adams/Katie Gaetjens

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

ORDER Directing Publication of Notice of the Board's  
Action in Resolution 97-200

11/25/97 copies to Hilda Adams & Katie Gaetjens

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
Or  
DEPARTMENT MANAGER: Billi Bergard

97 NOV 20 AM 8:47  
CLERK OF COUNTY COMMISSIONERS  
MULTI-NOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

# PUBLIC NOTICE - REVISED REVIEW DATE

## Multnomah County Department of Health Findings Regarding Environmental Health Fee Increases

The 1997 Legislature required that local governments increasing fees in the 1997-1998 tax year determine whether the fee increases will replace funds lost due to property tax reductions. The Department of Health intends to increase some Environmental Health fees. The proposed fee changes will increase license and plan review fees for swimming pools and spas; Class IV Mobile Food Vending Units and Food Handler Cards. The proposal will also reduce food license fees in certain situations. The Department of Health has prepared the following findings for the Board of County Commissioners to review and adopt at the November 25, 1997 Board meeting. These findings and this publication are required under 1997 OR Laws Chapter 541 Sections 455 to 462.

1. Does the proposed funding mechanism, i.e., proposed fee increases, include a new or increased fee?

*Yes. The proposal increases some fees and creates two new fee classifications in order to reduce fees in certain situations.*

2. Will the revenue from the proposed funding mechanism be used to fund a "qualified government product or service," i.e., a government service previously funded in whole or part by ad valorem property taxes?

*No. The related services of the Environmental Health Inspections Unit have been solely covered by fee revenues for the past two years as follows:*

	<u>Fee revenues</u>	<u>Actual expenditures</u>
95-96	1,333,549	1,290,397
96/97	1,398,811	1,386,579

*Excess fee revenue was carried over for capital equipment purchase of new computers for field inspectors anticipated in the current fiscal year.*

3. What is the amount of the funding mechanism that is to be allocated to fund a qualified government product or service?

*None. The related services of the Environmental Health Inspections Unit have been solely covered by fee revenues for the past two years and are not qualified government products or services.*

4. What portion of the property tax reduction imposed under OR Laws Chapter 541 section 20-35 would have been allocated to this service had the property tax reduction not taken place?

*The department of health finds that none of the funding mechanism revenues replace any funding reductions due to OR Laws Chapter 541, Sections 20 to 35.*

For additional information contact Hilda Chaski Adams, Environmental Health Services, Multnomah County Health Department, 426 SW Stark, 3<sup>rd</sup> Floor, Portland, OR 97204 248-3400.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Directing Publication of Notice of the )  
Board's Action in Resolution 97- ) ORDER  
 ) 97-

WHEREAS, 1997 Or Laws Chapter 451 (SB 1215) requires the local governing body to publish notice within 15 days of classification of new fees or fee increases as not subject to the election requirements of Article XI, §11, of the Oregon Constitution; and

WHEREAS, the Board determined in Resolution 97- that the new Department of Health Environmental Health Services fee schedule in Ordinance 97- should be classified as exempt from the requirements of Article XI, §11; now, therefore,

IT IS HEREBY ORDERED, that notice in the form attached hereto as Attachment A shall be published no later than December 9, 1997, in a newspaper of general circulation, in the general news section, in a notice at least three inches square in at least eight point type.

DATED this \_\_\_\_\_ day of November, 1997.

BOARD OR COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Katie Gaetjens

**NOTICE**

On \_\_\_\_\_, 1997, the Multnomah County Board of Commissioners adopted Resolution \_\_\_\_\_, classifying proposed Health Department Environmental Health Services fee increases as not subject to Article XI, §11, of the Oregon Constitution and, therefore, not requiring submission to County voters.

Interested parties may obtain copies of Resolution \_\_\_\_\_ from:

Deborah Bogstad  
Clerk of the Board  
1120 SW Fifth Avenue, Ste 1515  
Portland, OR 97204

Parties who wish to challenge the Board of County Commissioners' classification have sixty (60) days from November 25, 1997, the date of classification, to seek judicial review.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Directing Publication of Notice of the )  
Board's Action in Resolution 97-200 ) ORDER  
 ) 97-201

WHEREAS, 1997 Or Laws Chapter 451 (SB 1215) requires the local governing body to publish notice within 15 days of classification of new fees or fee increases as not subject to the election requirements of Article XI, §11, of the Oregon Constitution; and

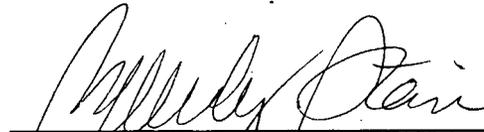
WHEREAS, the Board determined in Resolution 97-200 that the new Department of Health Environmental Health Services fee schedule in Ordinance 892 should be classified as exempt from the requirements of Article XI, §11; now, therefore,

IT IS HEREBY ORDERED, that notice in the form attached hereto as Attachment A shall be published no later than December 9, 1997, in a newspaper of general circulation, in the general news section, in a notice at least three inches square in at least eight point type.

DATED this 25th day of November, 1997.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Katie Gaetjens, Assistant County Counsel

## **NOTICE**

On November 25, 1997, the Multnomah County Board of Commissioners adopted Resolution 97-200, classifying proposed Health Department Environmental Health Services fee increases as not subject to Article XI, §11, of the Oregon Constitution and, therefore, not requiring submission to County voters.

Interested parties may obtain copies of Resolution 97-200 from:

Deborah Bogstad  
Clerk of the Board  
1120 SW Fifth Avenue, Suite 1515  
Portland, OR 97204-1914

Parties who wish to challenge the Board of County Commissioners' classification have sixty (60) days from November 25, 1997, the date of classification, to seek judicial review.

MEETING DATE: NOV 13 1997 NOV 25 1997

AGENDA NO.: R-19 R-20  
10:40 AM 11:25 AM

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: ENVIRONMENTAL HEALTH FEES

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

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

REGULAR MEETING: Date Requested: November 13, 1997

Amount of Time Needed: 15 MINUTES

DEPARTMENT: HEALTH DIVISION: DISEASE PREVENTION

CONTACT: HILDA CHASKI ADAMS TELEPHONE #: 248-3400

BLDG/ROOM #: 160/3RD FLOOR

PERSON(S) MAKING PRESENTATION: HILDA CHASKI ADAMS, MPH

**ACTION REQUESTED:**

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

**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

First reading of an ordinance to increase license fees for food service, tourist accommodations and food service plan reviews.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: 11/25/97 copies to Hilda Adams & Katie Gaetjens  
12/19/97 copies to Ordinance Distribution List

Or

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

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the

Board Clerk 248-3277

97 NOV -5 PM 12:19  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS



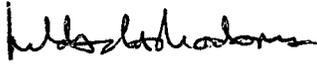
# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
ENVIRONMENTAL HEALTH SECTION  
426 SW STARK STREET, 3RD FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3400  
FAX (503) 306-5844

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

## MEMORANDUM

**TO:** Board of County Commissioners  
**VIA:** Billi Odegaard  
**FROM:** Hilda Chaski Adams   
**REQUESTED PLACEMENT DATE:** November 13, 1997  
**DATE:** November 5, 1997  
**SUBJECT:** Ordinance regarding proposed Environmental Health fee increases

I. Recommendation/Action Requested:

The Board of County Commissioners is requested to approve this ordinance creating new categories of fees and increasing certain Environmental Health fees.

II. Background/Analysis:

The Health Department periodically reviews the fees it charges for licenses issued and services provided by the Environmental Health program. The last fee increase for those food license and food handler fees proposed were enacted in 1996; for pool and spa protection in 1995. The fee increases are based on an analysis of actual program costs to carry out the programs

It has generally been the Health Department's policy that fees charged to regulated facilities should cover the costs of mandatory licensing and related services. The need to increase fees is based on the following:

General inflation: There have been cost-of-living increases in both supplies and personnel costs.

Increased complexity of work load: An analysis of pool and spa plan review activities has shown that increased fees are necessary to cover costs for more complex reviews, field visits and pre-opening and routine inspections. Revision

of state regulations resulted in increased workload in the mobile vending program.

Service expansion: A foodhandler testing site is needed in East county to improve access. The proposed fee increase will allow this expansion of testing sites and development of multi-media teaching materials.

Two other fee adjustments are needed to more accurately reflect the cost of providing the service.

New fee categories: Two new fee categories reduce the fee amount for certain operations.

Pro rata charge: This change allows more license fee categories to be eligible for pro rating during the fourth quarter of the calendar year rather than having to pay a full license fee.

### III. Financial Impact:

Additional revenues are anticipated to be:

Pool Plan review	\$5,000
Pool inspections	\$9,121
Food Handler	\$40,000
Class IV Mobile Unit	\$6,375

### V. Legal Issues:

Oregon statute and administrative rule mandate the regulation of food service facilities and swimming pools and spas; and testing of food handlers. Multnomah County performs these functions under a delegation agreement with the Oregon Health Division. These laws and rules also authorize collection of license fees to cover the costs of these functions.

The 1997 Legislature required that local governments increasing fees in the 1997-1998 tax year determine whether the fee increases will replace funds lost due to property tax reductions. The Department of Health has prepared and published the written findings showing that revenue from these fee increases will not replace funds lost due to property tax reductions. The Board of County Commissioners will be asked to review the findings and to classify these fee increases by resolution at the November 25, 1997 meeting as not being subject Measure 50, and, therefore, not requiring a public election on the fee increases. The Board's action on this resolution will coincide with the second reading of this fee ordinance.

The methods used to derive the proposed fees and the program costs are within the limits of applicable laws and rules.

### V. Controversial Issues:

Fee increases are always controversial. The proposed increases are based on the county's actual costs. The overall increase in program revenues is 4%.

VI. Link to Current County Policies:

This conforms to the current Health Department policy of charging license and inspection fees to establishments under the delegation agreement with the State Health Division except where prohibited by state statute.

VII. Citizen Participation:

There are no organized groups from which to solicit participation. The Multnomah County Food Service Advisory Committee has been consulted.

VIII. Other Government Participation:

No direct participation by other governmental agencies is required in this matter.

**ORDINANCE FACT SHEET**

**Ordinance Title:** 5.10.320 - 5.10.345 Food Service, Food Service Plan Review, Swimming Pool license Fee and Swimming pool/spa plan review;  
8.30.250 Food Handler.

**Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternative explored):**

Increases license and plan review fees for swimming pools and spas; Class IV Mobile Food Vending Units license and Food Handler Card fees. Establishes new fee categories in food protection licensing to reduce fee, address industry changes and expand number of fee categories eligible for pro rating.

**What other local jurisdictions in the metropolitan area have enacted similar legislation?**

Washington County has similar inspection (\$380/220) and plan review (\$1,000) fees. Clackamas County has a similar license fee (\$215/170 or \$130/100) but a lower plan review fees (\$440) for these same services.

**What has been the experience in other areas with this type of legislation?**

They have been allowed to set fees to cover the cost of providing the services.

**What is the fiscal impact, if any?**

The proposed fees are an overall increase of approximately 4% in the program's revenue over last year. It is noteworthy that the significant increase (50%) for pool/spa plan reviews is necessary to cover the costs of providing all activities required. The increase in food handlers cards is to expand access to the service in east Multnomah County.

**SIGNATURES**

**Person Filling Out Form:** \_\_\_\_\_ Hilda Chaski Adams, MPH

**Planning & Budget Division (if fiscal impact):** *Chris King*

**Department Manager/Elected Official:** \_\_\_\_\_

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY, OREGON  
3                   ORDINANCE NO. \_\_\_\_\_  
4

5           An ordinance amending sections of MCC 5.10, relating to food service license and  
6 pool/spa license and plan review fees, and MCC 8.30, relating to food handlers.

7           (Language in brackets [ ] is to be deleted; underlined language is new.)  
8

9           Multnomah County ordains as follows:  
10

11 SECTION 1. AMENDMENT.

12           MCC 5.10.320 is amended to read as follows:

13           **5.10.320. Food service license fee.**

14           For the services of the department of health in connection with issuance of food  
15 service licenses, the department shall collect a fee from every applicant, at the time of  
16 application.

17           The following fee structure shall apply for full-service restaurants, limited-service  
18 restaurants, or commissary licenses issued or applied for between January 1 and  
19 September 30:

20           Seating capacity 0 - 15	\$240.00
21           Seating capacity 16 - 50	325.00
22           Seating capacity 51 - 150	390.00
23           Seating capacity over 150	465.00
24           Limited-service restaurants	240.00
25           Commissaries servicing 1-5 26           mobile units and/or 1-50 vending machines	240.00
Commissaries servicing 6 or more mobile units and/or 51 or more vending machines	375.00

1           Where there are more than two food service facilities located at the same address  
2 and licensed to the same licensee, the license fee shall be the amount listed above for the  
3 first two largest facilities and one-half the amount for each additional facility.

4           The following fee structure shall apply for full-service restaurants, limited-service  
5 restaurants, or commissary licenses issued or applied for between October 1 and  
6 December 31:

7	Seating capacity 0 - 15	\$120.00
8	Seating capacity 16 - 50	162.50
	Seating capacity 51 - 150	195.00
9	Seating capacity over 150	232.50
	Limited-service restaurants	120.00
10	Commissaries servicing 1 - 5	
11	mobile units and/or 1-50	
	vending machines	120.00
12	Commissaries servicing 6 or	
13	more mobile units and/or 51 or	
	more vending machines	187.50

14           Where there are more than two food service facilities located at the same address  
15 and licensed to the same licensee, the license fee shall be the amount listed above for the  
16 first two largest facilities and one-half the amount for each additional facility.

17           For the following special food service facilities, the following fees shall be charged  
18 for licenses issued or applied for:

19	Temporary restaurants:	
20	1 day	\$ 65.00
	2 - 4 days	110.00
21	5 or more days	125.00
22	Non-potentially Hazardous temporary	
	restaurant:	
23	Selling only non-potentially	
	hazardous food as defined in	
24	OAR 333-150-000 for a period	
	of 1 - 30 days	65.00
25	Seasonal full-service, commissaries	
26	or limited-service restaurants	
	operating six months or less	120.00

1	Sundries shops: Selling only pre-	
2	wrapped food without the use	
	of reusable utensils	130.00
3	Warehouses	150.00
4	Mobile units	
	as defined by OAR 333-162-0020	
	<u>Class I, II and III</u>	135.00
	<u>Class IV</u>	220.00
5	<u>Combined Facilities Sundries:</u>	
6	<u>Selling individually, pre-wrapped</u>	
7	<u>foods and whole fruits with single</u>	
8	<u>service utensils in a facility that</u>	
9	<u>holds a pool/spa or travelers'</u>	
	<u>accommodations license from</u>	
	<u>the department of health.</u>	100.00
10	Vending Machines:	
	1 - 10 units	140.00
11	11 - 20 units	270.00
	21 - 30 units	415.00
12	31 - 40 units	480.00
	41 - 50 units	550.00
13	51 - 75 units	685.00
	76 - 100 units	825.00
14	101 - 250 units	1,095.00
15	251 - 500 units	2,050.00
	501 - 750 units	3,295.00
16	751 - 1,000 units	4,120.00
17	1,001 - 1,500 units	5,495.00
18	1,501- 2,000 units	5,495.00 plus
		\$1.00 for each
19		unit over
		2,000 units

20       The following fee structure shall apply for sundries shops, combined facilities  
21 sundries, mobile units, warehouses or vending machines issued or applied for between  
22 October 1 and December 31:

23	<u>Sundries Shops: Selling only pre-</u>	
24	<u>wrapped food without the use of</u>	
	<u>reusable utensils</u>	\$ 65.00
25	<u>Warehouses</u>	75.00
26	<u>Mobile Units</u>	
	<u>as defined by OAR 333-162-0020</u>	

1	<u>Class I, II and III</u>	<u>67.50</u>
2	<u>Class IV</u>	<u>110.00</u>
3	<u>Combined Facilities Sundries:</u>	
4	<u>Selling individually, pre-wrapped</u>	
5	<u>foods and whole fruits with single</u>	
6	<u>service utensils in a facility that</u>	
7	<u>holds a pool/spa or travelers'</u>	
8	<u>accommodations license from</u>	
9	<u>the department of health.</u>	
10		<u>50.00</u>
11	<u>Vending Machines:</u>	
12	<u>1 - 10 units</u>	<u>70.00</u>
13	<u>11 - 20 units</u>	<u>135.00</u>
14	<u>21 - 30 units</u>	<u>207.50</u>
15	<u>31 - 40 units</u>	<u>240.00</u>
16	<u>41 - 50 units</u>	<u>275.00</u>
17	<u>51 - 75 units</u>	<u>342.50</u>
18	<u>76 - 100 units</u>	<u>412.50</u>
19	<u>101 - 250 units</u>	<u>547.50</u>
20	<u>251 - 500 units</u>	<u>1,025.00</u>
21	<u>501 - 750 units</u>	<u>1,647.50</u>
22	<u>751 - 1,000 units</u>	<u>2,060.00</u>
23	<u>1,001 - 1,500 units</u>	<u>2,747.50</u>
24	<u>1,501- 2,000 units</u>	<u>2,747.50 plus</u>
25		<u>\$.50 for each</u>
26		<u>unit over</u>
		<u>2,000 units</u>

**SECTION 2. AMENDMENT.**

MCC Chapter 5.10 is amended to read as follows:

**5.10.321. Food service plan review.**

For the services of the department of health in connection with the review of plans for the construction of food service facilities as those terms are defined in ORS 624, the department shall collect the following fees:

23	Mobile unit plan review	
24	<u>Class I, II or III</u>	<u>\$120.00</u>
25	<u>Class IV</u>	<u>200.00</u>
26	Major remodeling	<u>355.00</u>
	New construction	

0 - 50 seats	355.00
Over 50 seats	500.00

The definition of [these categories] mobile unit plan review, major remodeling and new construction shall be established by department administrative policy.

**SECTION 3. AMENDMENT.**

MCC Chapter 5.10.322 is amended to read as follows:

**5.10.322. Payment of license fees, reinspection fees and delinquency penalty:**

(A) Licenses issued under this section terminate and are renewable on December 31 of each year. The renewal of license fees imposed by MCC 5.10.320 through 5.10.345 shall be paid or postmarked on or before midnight of January 31 of the current license year, to the department.

(B) Except as provided in subsection (C) of this section, to any license fee not paid as required in subsections (A), (D) and (K) of this section, there shall be added a penalty of 50 percent of such license or increased frequency inspection fees.

(C) If the department determines that the delinquency was due to reasonable cause and without any intent to avoid compliance, the penalty provided by subsections (B) and (I) of this section shall be waived.

(D) When a license fee is due at any other time of the year, other than January 31, the license fee shall be payable to the department within 30 days of application. If the license fee is not paid as provided in this subsection, then subsection (B) of this section shall apply.

(E) The license fee for a seasonal facility, which operates six or fewer consecutive months, shall be payable within 30 days of the first day of operation for the current year. If the fee is not paid as provided in this subsection, then subsection (B) of this section will apply.

1 (F) One-half of the license fee shall be refunded if an establishment closes or  
2 changes ownership within the first two months of the year or within any two-month period  
3 of ownership, and application for a refund is made, in writing, within the same two-month  
4 period.

5 (G) The license fee for a temporary restaurant operating on an intermittent basis  
6 at the same specific location in a grouping of less than six shall be \$125.00 per month for  
7 the first four months of operation within a calendar year, and \$40 per month for the  
8 remainder of the year.

9 (H) The application and license fee for any temporary restaurant shall be  
10 received in the Environmental Health Office by noon two working days before the event  
11 begins.

12 (I) Except as provided in subsection (C) and for benevolent organizations as  
13 defined in ORS 624.015, for any temporary restaurant license not applied and paid for as  
14 required in subsection (H) of this section, there shall be added a \$50.00 late processing  
15 fee.

16 (J) Benevolent Organizations are exempt from any temporary restaurant license  
17 or inspection related fees.

18 (K) For the services of the department of health in providing an increased  
19 frequency inspection as mandated under ORS 624.085 and OAR 333-157-0027, the  
20 department shall collect a fee for each additional inspection in the amount of \$120.00.  
21 Reinspections for the sole purpose of checking the number of food handler cards shall  
22 not be subject to this fee.

23 (L) The department may charge a relocation fee in lieu of a full fee under certain  
24 circumstances such as, but not limited to, no change in business name, ownership, menu  
25 served or type of equipment used. The relocation fee shall be \$50. Plan review fees may  
26 apply.

1 SECTION 4. AMENDMENT.

2 MCC 5.10.340 is amended to read as follows:

3 **5.10.340. Swimming pool license fee.**

4 For the services of the department of health in connection with the inspection of  
5 public swimming pools, public spa pools, and bathhouses as those terms are defined in  
6 ORS 448.005, the department shall collect [a \$177.00] annual license fees from each  
7 applicant based on the number of swimming or spa pools located at the same address,  
8 and operated by the same licensee. Annual license fees shall be as follows:  
9

10 For the first three pools [\$200.00] \$220.00 each.

11 For each additional pool [\$100.00] \$120.00 each.  
12  
13

14 SECTION 5. AMENDMENT.

15 MCC 5.10.341 is amended to read as follows:

16 **5.10.341. Swimming pool spa plan review.**

17 For the services of the department of health in connection with [the review of plans]  
18 plan review, site visits and construction inspections for the construction of public swimming  
19 pools, public spa pools and bathhouses as those terms are defined in ORS 448.005, the  
20 department shall collect a fee from each applicant as follows:  
21

22 For plan review and construction permit: [\$500.00] \$750.00

23 For renewal of a construction permit: \$50.00  
24  
25  
26

1 SECTION 6. AMENDMENT.

2 MCC 8.30.250 is amended to read as follows:

3 **8.30.250. Fees.**

4 (A) All food handlers trained under MCC 8.30.150(C) shall pay the health  
5 department a \$5.00 fee for the issuance of an original food handler's certificate.

6 (B) All other food handlers shall pay the health department a [~~\$7.00~~] \$9.00 fee  
7 for the issuance of an original food handler's certificate.

8 (C) All food handlers shall pay the health department a \$2.00 fee for the  
9 issuance of a replacement certificate.

10  
11 ADOPTED this \_\_\_\_\_ day of November, 1997, being the date of its  
12 second reading before the Board of County Commissioners of Multnomah County,  
13 Oregon.

14  
15 BOARD OF COUNTY COMMISSIONERS  
16 FOR MULTNOMAH COUNTY, OREGON

17  
18 \_\_\_\_\_  
19 Beverly Stein, County Chair

20 REVIEWED:

21 THOMAS SPONSLER, COUNTY COUNSEL  
22 FOR MULTNOMAH COUNTY, OREGON

23  
24 By   
25 Katie Gaetjens, Assistant Counsel  
26

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                                 FOR MULTNOMAH COUNTY, OREGON  
3   ORDINANCE NO. 892

4  
5             An ordinance amending sections of MCC 5.10, relating to food service license and  
6 pool/spa license and plan review fees, and MCC 8.30, relating to food handlers.

7             (Language in brackets [ ] is to be deleted; underlined language is new.)

8  
9             Multnomah County ordains as follows:

10  
11     SECTION 1. AMENDMENT.

12             MCC 5.10.320 is amended to read as follows:

13             **5.10.320. Food service license fee.**

14             For the services of the department of health in connection with issuance of food  
15 service licenses, the department shall collect a fee from every applicant, at the time of  
16 application.

17             The following fee structure shall apply for full-service restaurants, limited-service  
18 restaurants, or commissary licenses issued or applied for between January 1 and  
19 September 30:

20             Seating capacity 0 - 15	\$240.00
21             Seating capacity 16 - 50	325.00
22             Seating capacity 51 - 150	390.00
23             Seating capacity over 150	465.00
24             Limited-service restaurants	240.00
25             Commissaries servicing 1-5 26             mobile units and/or 1-50 vending machines	240.00
Commissaries servicing 6 or more mobile units and/or 51 or more vending machines	375.00

1 Where there are more than two food service facilities located at the same address  
2 and licensed to the same licensee, the license fee shall be the amount listed above for the  
3 first two largest facilities and one-half the amount for each additional facility.

4 The following fee structure shall apply for full-service restaurants, limited-service  
5 restaurants, or commissary licenses issued or applied for between October 1 and  
6 December 31:

7	Seating capacity 0 - 15	\$120.00
8	Seating capacity 16 - 50	162.50
9	Seating capacity 51 - 150	195.00
10	Seating capacity over 150	232.50
11	Limited-service restaurants	120.00
12	Commissaries servicing 1 - 5	
13	mobile units and/or 1-50	
14	vending machines	120.00
15	Commissaries servicing 6 or	
16	more mobile units and/or 51 or	
17	more vending machines	187.50

18 Where there are more than two food service facilities located at the same address  
19 and licensed to the same licensee, the license fee shall be the amount listed above for the  
20 first two largest facilities and one-half the amount for each additional facility.

21 For the following special food service facilities, the following fees shall be charged  
22 for licenses issued or applied for:

23	Temporary restaurants:	
24	1 day	\$ 65.00
25	2 - 4 days	110.00
26	5 or more days	125.00
27	Non-potentially Hazardous temporary	
28	restaurant:	
29	Selling only non-potentially	
30	hazardous food as defined in	
31	OAR 333-150-000 for a period	
32	of 1 - 30 days	65.00
33	Seasonal full-service, commissaries	
34	or limited-service restaurants	
35	operating six months or less	120.00

1	Sundries shops: Selling only pre-	
2	wrapped food without the use	
	of reusable utensils	130.00
3	Warehouses	150.00
4	Mobile units	
	<u>as defined by OAR 333-162-0020</u>	
	<u>Class I, II and III</u>	135.00
	<u>Class IV</u>	<u>220.00</u>
5	<u>Combined Facilities Sundries:</u>	
6	<u>Selling individually, pre-wrapped</u>	
7	<u>foods and whole fruits with single</u>	
8	<u>service utensils in a facility that</u>	
9	<u>holds a pool/spa or travelers'</u>	
	<u>accommodations license from</u>	
	<u>the department of health.</u>	<u>100.00</u>
10	Vending Machines:	
	1 - 10 units	140.00
11	11 - 20 units	270.00
	21 - 30 units	415.00
12	31 - 40 units	480.00
	41 - 50 units	550.00
13	51 - 75 units	685.00
	76 - 100 units	825.00
14	101 - 250 units	1,095.00
15	251 - 500 units	2,050.00
	501 - 750 units	3,295.00
16	751 - 1,000 units	4,120.00
17	1,001 - 1,500 units	5,495.00
18	1,501 - 2,000 units	5,495.00 plus
		\$1.00 for each
		unit over
		2,000 units

20       The following fee structure shall apply for sundries shops, combined facilities  
21 sundries, mobile units, warehouses or vending machines issued or applied for between  
22 October 1 and December 31:

23	<u>Sundries Shops: Selling only pre-</u>	
24	<u>wrapped food without the use of</u>	
	<u>reusable utensils</u>	<u>\$ 65.00</u>
25	<u>Warehouses</u>	<u>75.00</u>
26	<u>Mobile Units</u>	
	<u>as defined by OAR 333-162-0020</u>	

1	<u>Class I, II and III</u>	<u>67.50</u>
2	<u>Class IV</u>	<u>110.00</u>
3	<u>Combined Facilities Sundries:</u>	
4	<u>Selling individually, pre-wrapped</u>	
5	<u>foods and whole fruits with single</u>	
6	<u>service utensils in a facility that</u>	
7	<u>holds a pool/spa or travelers'</u>	
8	<u>accommodations license from</u>	
9	<u>the department of health.</u>	<u>50.00</u>
10	<u>Vending Machines:</u>	
11	<u>1 - 10 units</u>	<u>70.00</u>
12	<u>11 - 20 units</u>	<u>135.00</u>
13	<u>21 - 30 units</u>	<u>207.50</u>
14	<u>31 - 40 units</u>	<u>240.00</u>
15	<u>41 - 50 units</u>	<u>275.00</u>
16	<u>51 - 75 units</u>	<u>342.50</u>
17	<u>76 - 100 units</u>	<u>412.50</u>
18	<u>101 - 250 units</u>	<u>547.50</u>
19	<u>251 - 500 units</u>	<u>1,025.00</u>
20	<u>501 - 750 units</u>	<u>1,647.50</u>
21	<u>751 - 1,000 units</u>	<u>2,060.00</u>
22	<u>1,001 - 1,500 units</u>	<u>2,747.50</u>
23	<u>1,501- 2,000 units</u>	<u>2,747.50 plus</u>
24		<u>\$.50 for each</u>
25		<u>unit over</u>
26		<u>2,000 units</u>

SECTION 2. AMENDMENT.

MCC Chapter 5.10 is amended to read as follows:

**5.10.321. Food service plan review.**

For the services of the department of health in connection with the review of plans for the construction of food service facilities as those terms are defined in ORS 624, the department shall collect the following fees:

Mobile unit plan review	
<u>Class I, II or III</u>	<u>\$120.00</u>
<u>Class IV</u>	<u>200.00</u>
Major remodeling	<u>355.00</u>
New construction	

0 - 50 seats	355.00
Over 50 seats	500.00

The definition of [these categories] mobile unit plan review, major remodeling and new construction shall be established by department administrative policy.

SECTION 3. AMENDMENT.

MCC Chapter 5.10.322 is amended to read as follows:

**5.10.322. Payment of license fees, reinspection fees and delinquency penalty:**

(A) Licenses issued under this section terminate and are renewable on December 31 of each year. The renewal of license fees imposed by MCC 5.10.320 through 5.10.345 shall be paid or postmarked on or before midnight of January 31 of the current license year, to the department.

(B) Except as provided in subsection (C) of this section, to any license fee not paid as required in subsections (A), (D) and (K) of this section, there shall be added a penalty of 50 percent of such license or increased frequency inspection fees.

(C) If the department determines that the delinquency was due to reasonable cause and without any intent to avoid compliance, the penalty provided by subsections (B) and (I) of this section shall be waived.

(D) When a license fee is due at any other time of the year, other than January 31, the license fee shall be payable to the department within 30 days of application. If the license fee is not paid as provided in this subsection, then subsection (B) of this section shall apply.

(E) The license fee for a seasonal facility, which operates six or fewer consecutive months, shall be payable within 30 days of the first day of operation for the current year. If the fee is not paid as provided in this subsection, then subsection (B) of this section will apply.

1 (F) One-half of the license fee shall be refunded if an establishment closes or  
2 changes ownership within the first two months of the year or within any two-month period  
3 of ownership, and application for a refund is made, in writing, within the same two-month  
4 period.

5 (G) The license fee for a temporary restaurant operating on an intermittent basis  
6 at the same specific location in a grouping of less than six shall be \$125.00 per month for  
7 the first four months of operation within a calendar year, and \$40 per month for the  
8 remainder of the year.

9 (H) The application and license fee for any temporary restaurant shall be  
10 received in the Environmental Health Office by noon two working days before the event  
11 begins.

12 (I) Except as provided in subsection (C) and for benevolent organizations as  
13 defined in ORS 624.015, for any temporary restaurant license not applied and paid for as  
14 required in subsection (H) of this section, there shall be added a \$50.00 late processing  
15 fee.

16 (J) Benevolent Organizations are exempt from any temporary restaurant license  
17 or inspection related fees.

18 (K) For the services of the department of health in providing an increased  
19 frequency inspection as mandated under ORS 624.085 and OAR 333-157-0027, the  
20 department shall collect a fee for each additional inspection in the amount of \$120.00.  
21 Reinspections for the sole purpose of checking the number of food handler cards shall  
22 not be subject to this fee.

23 (L) The department may charge a relocation fee in lieu of a full fee under certain  
24 circumstances such as, but not limited to, no change in business name, ownership, menu  
25 served or type of equipment used. The relocation fee shall be \$50. Plan review fees may  
26 apply.

1 SECTION 4. AMENDMENT.

2 MCC 5.10.340 is amended to read as follows:

3 **5.10.340. Swimming pool license fee.**

4 For the services of the department of health in connection with the inspection of  
5 public swimming pools, public spa pools, and bathhouses as those terms are defined in  
6 ORS 448.005, the department shall collect [a \$177.00] annual license fees from each  
7 applicant based on the number of swimming or spa pools located at the same address,  
8 and operated by the same licensee. Annual license fees shall be as follows:  
9

10 For the first three pools      [\$200.00]      \$220.00 each.

11 For each additional pool      [\$100.00]      \$120.00 each.

12  
13  
14 SECTION 5. AMENDMENT.

15 MCC 5.10.341 is amended to read as follows:

16 **5.10.341. Swimming pool spa plan review.**

17 For the services of the department of health in connection with [the review of plans]  
18 plan review, site visits and construction inspections for the construction of public swimming  
19 pools, public spa pools and bathhouses as those terms are defined in ORS 448.005, the  
20 department shall collect a fee from each applicant as follows:  
21

22 For plan review and construction permit:      [\$500.00]      \$750.00

23 For renewal of a construction permit:      \$50.00

1 SECTION 6. AMENDMENT.

2 MCC 8.30.250 is amended to read as follows:

3 **8.30.250. Fees.**

4 (A) All food handlers trained under MCC 8.30.150(C) shall pay the health  
5 department a \$5.00 fee for the issuance of an original food handler's certificate.

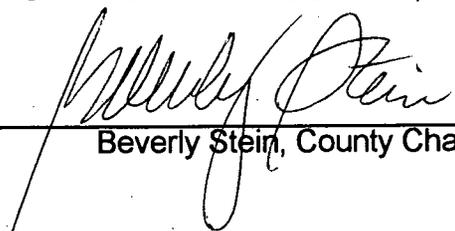
6 (B) All other food handlers shall pay the health department a [~~\$7.00~~] \$9.00 fee  
7 for the issuance of an original food handler's certificate.

8 (C) All food handlers shall pay the health department a \$2.00 fee for the  
9 issuance of a replacement certificate.

10  
11 ADOPTED this 25th day of November, 1997, being the date of its second reading  
12 before the Board of County Commissioners of Multnomah County, Oregon.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Beverly Stein, County Chair

19 REVIEWED:

20 THOMAS SPONSLER, COUNTY COUNSEL  
21 FOR MULTNOMAH COUNTY, OREGON

22  
23 By   
\_\_\_\_\_  
Katie Gaetjens, Assistant County Counsel

BUDGET MODIFICATION NO.

NOND #8

(For Clerk's Use) Meeting Date  
Agenda No.

NOV 25 1997

R-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Nondepartmental  
CONTACT Robert Trachtenberg  
\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

DIVISION Commissioner Kelley  
TELEPHONE 248-5213  
Robert Trachtenberg

SUGGESTED

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

**Provides \$100,000 from General Fund Contingency for community library in partnership with Corbett School District.**

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

**Increase** library budget by \$100,000 for Corbett School District

**Decreases General Fund contingency by \$100,000.**

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

97 NOV 20 AM 8:38  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

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

General Fund Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_  
Date \_\_\_\_\_  
After this modification

Originated By <i>[Signature]</i>	Date <u>11-19-97</u>	Department Director	Date
Plan/Budget Analyst <i>[Signature]</i>	Date <u>11/19/97</u>	Employee Services	Date
Board Approval <i>[Signature]</i>	Date <u>11/25/97</u>		

EXPENDITURE

TRANSACTION EB TRANSACTION DATE \_\_\_\_\_

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

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

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
Vond08		162	080	New			7100			700		
Vond08		162	080	New			6050	0	100,000	100,000		Schools Supplement
		100	075	9120			7700		(100,000)	#####		Contingency
		100	080	9130			7610		100,700	100,700		Cash Transfer to Lib Fund
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL EXPENDITURE CHANGE										101,400	0	

REVENUE

TRANSACTION RB TRANSACTION DATE \_\_\_\_\_

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

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

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		162	080	New			7601		100,700	100,700		Cash Transfer
		100	075	7410			6635		700	700		Svc Reimbursement Lib Fund
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										101,400	0	

TO: Board of County Commissioners  
FROM: Commissioner Sharron Kelley  
RE: Budget Modification providing \$100,000 for community library in Corbett  
DATE: November 19, 1997

AGENDA DATE: November 25, 1997

---

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

II. Background/Analysis

The budget for the library levy approved in November of 1997 provided \$100,000 per year for a community library in partnership with Corbett School District to serve Multnomah County residents living between Springdale and the Bonneville Dam. Library levy funds will be available for programs on July 1, 1998. This budget change would provide Corbett School District with a funding advance to allow a smooth transition between what is there now and what is done in the long run with county funding, without losing what is there now due to the school district budget shortfall this year.

III. Financial Impact

General fund contingency would be reduced by \$100,000 in this fiscal year. It is assumed that the School District would pick up the anticipated levy expenditures of \$100,000 in fiscal year 1998-1999, which in turn would net \$100,000 in repayment to the general fund.

IV. Legal Issues: None

V. Controversial Issues

This is not an example of using the levy to offset general fund expenditures, but there is the possibility of temporary misperceptions.

VI. Link to Current County Policies

The County has advanced money from contingency on prior occasions such as with SB 1145.

VII. Citizen Participation

The library levy was a public election.

VIII. Other Government Participation

Corbett School District



# MULTNOMAH COUNTY, OREGON

---

**BOARD OF COUNTY COMMISSIONERS**

BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

**BUDGET & QUALITY**

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

---

**TO:** Board of County Commissioners

**FROM:** Dave Warren, Budget Office **DCW**

**DATE:** November 19, 1997

**SUBJECT:** Contingency Request by Commissioner Kelley Passing \$100,000 Through to Corbett Schools to Operate a Community Library.

---

Commissioner Kelley's Office has requested a payment to Corbett Schools of \$100,000 to begin the operation of a community library in partnership with the school district.

The passage of the Library Levy means that \$100,000 annually will be available for such a library beginning in 1998-99. The proposal is that with the \$500,000 which Corbett Schools would be paid from the levy, the district will agree to operate the community library beginning this year and continue to operate it through the life of the levy. The General Fund will provide start up funding this year, next year the General Fund will be reimbursed out of the 1998-99 levy proceeds. This means the community library will operate for more than five years within the total \$500,000 originally included in the levy. It also means that, although the General Fund will support the program this year, by the end of 1998-99 the General Fund will not have a net cost as a result of the early startup.

The staff memo accompanying the budget modification says that similar fronting of revenue was done to start up SB 1145 programs last year. This is not correct. SB 1145 programs were paid from state funds – no contingency transfer was requested or approved by the Board.

The November 1 General Fund Contingency amount was \$2,231,667. This request would reduce it to \$2,131,667.

I believe the request meets the Board's criteria for Contingency use. The County has made a public commitment to operate a community library in cooperation with Corbett schools. The General Fund allocation is one-time-only in nature. The need for the appropriation could not have been anticipated at the time the budget for 1997-98 was adopted.

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Amendment to MCC 5.50.060 raising the county transient lodging tax by .5%.

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

**REGULAR MEETING:** DATE REQUESTED: Nov. 25, 1997  
AMOUNT OF TIME NEEDED: 20 minutes

**DEPARTMENT:** non-departmental **DIVISION:** District 2

**CONTACT:** Mike Delman **TELEPHONE #:** 248-5219  
**BLDG/ROOM #:** 106/1500

**PERSON(S) MAKING PRESENTATION:** Mark Williams, Comm. Gary Hansen

**ACTION REQUESTED:**

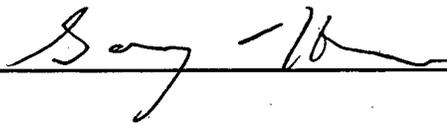
INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

Proposal to raise the county lodging tax by .5% to help fund expansion of the Oregon Convention Center.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 NOV 20 AM 8:40

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:**   
**(OR)**  
**DEPARTMENT**  
**MANAGER:** \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

GARY HANSEN  
Multnomah County Commissioner  
District 2



1120 S.W. Fifth Avenue, Suite 1500  
Portland, Oregon 97204  
(503) 248-5219

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE DELMAN

TODAY'S DATE: NOVEMBER 19, 1997

REQUESTED PLACEMENT DATE: NOVEMBER 25, 1997

RE: **Amending ordinance MCC 5.50.060 to levy an additional 5% tax used by Metro to finance completion of the Oregon Convention Center.**

I. **Recommendation/Action Requested:**  
Adoption of ordinance amendments.

II. **Background/Analysis:**  
The Oregon Convention Center (OCC) is running at full capacity. The OCC is currently turning convention business away. Other than holiday weekends and the last 2 weeks in December, the OCC is booked. The OCC wants to expand its size to go after larger conventions and additional events. Current clients have informed OCC officials that they will go elsewhere in the future without expansion. Current size has hampered OCC's ability to generate increasing economic impact for the region. Our competition in Seattle, Salt Lake City and Denver have already increased their space and provide a better package than OCC.

III. **Financial Impact:**  
The total estimated cost for a 20 year \$10,000,000 revenue bond is issues estimated to cost \$17,500,000. Over the same time period the proposed .5% transient lodging tax would raise an estimated \$46,700,000 in revenues. The estimates are made on the assumption that the interest rates on the bonds is 6% and that the revenues will grow at a rate of 8% per year.

## STAFF REPORT PAGE 2

According to MERC's financial staff, Metro would issue the bonds and any additional pledges would be made by Metro and not the county. The rate could be .25% to cover the county's portion.

IV. **Legal Issues:**

None.

V. **Controversial Issues:**

The Hotel-Motel industry has agreed to increase the tax on themselves to help with the expansion. The public will need to support a property tax based general obligation bond in November for the expansion.

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

This is an amendment to MCC 5.50.060.

VII. **Citizen Participation:**

Clients of the OCC have informed them of a need to increase meeting potential.

VIII. **Other Government Participation:**

The City of Portland will be asked to increase their existing room tax to help with the expansion. The OCC of METRO will contribute \$7.5 from their Reserve Fund for the expansion.

Forwarded  
To: 731-7870

**TRI-COUNTY  
LODGING ASSOCIATION**

September 11, 1997

Mark B. Williams  
M.E.R.C., Executive Director  
777 N.E. M.L.K., Jr. Boulevard  
Portland, Oregon 97208

Dear Mark:

On September 2, 1997, our Board of Directors approved a motion to support the Oregon Convention Center Completion Funding Plan to now be:

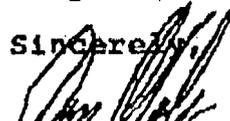
The O.C.C. Completion Project costs totaling 90 million dollars should be funded as follows:

- (1) 20 million dollars in G.O. Bonds will be financed by dedicating a  $\frac{1}{4}\%$  increase in the room tax in Multnomah County only and a  $\frac{1}{4}\%$  reallocation of the existing room tax in the City of Portland. The additional Multnomah County  $\frac{1}{4}\%$  room tax is contingent on the reallocation of the City of Portland room tax and will sunset after the bonds are repaid. The  $\frac{1}{4}\%$  reallocation of the existing City of Portland room tax will revert back to the City of Portland after the bonds are repaid.
- (2) 7.5 million dollars from the O.C.C. Reserve Fund.
- (3) 62.5 million dollar G.O. Bond Measure supported by general property taxes in the Metro Tri-County region.

The entire funding plan is also contingent upon approval of the total G.O. Bond Measure.

If you have any questions, please feel free to call me.

Sincerely,

  
Don Gale  
President

DAG/slf

cc: Harold Pollin  
Phil Peach

Post-it Fax Note	7671	Date	11-19	# of pages	14
To	Mike DeLorean	From	J. Blosser		
Company	Mult. Co.	Co.			
Phone #		Phone #			
Fax #	248-5440	Fax #			

ap-18-97 04:26P

P.02



PORTLAND - OREGON VISITORS ASSOCIATION  
the convention and visitors bureau of metropolitan Portland

September 17, 1997

Mark B. Williams  
Executive Director  
Metro E-R Commission  
777 N.E. MLK Jr. Blvd.  
Portland, OR 97208

Dear Mark:

On September 15, 1997, the POVA Board of Directors unanimously approved a motion to support the completion of the Oregon Convention Center Completion funding plan as follows:

The OCC completion project costs totaling 90 million dollars should be funded as follows:

- 1) 20 million dollars in revenue bonds will be financed by dedicating a 1/2 percent increase in the room tax in Multnomah County only and 1/2 percent reallocation of the existing room tax in the City of Portland. The additional Multnomah County 1/2 percent room tax is contingent on the reallocation of the existing City of Portland room tax will revert back to the City of Portland after the bonds are repaid.
- 2) 7.5 million dollars from the OCC Reserve Fund.
- 3) 62.5 million dollar revenue measure supported by general property taxes in the Metro Tri-County region.

The entire funding plan is also contingent upon approval of the total revenue bond measure.

We are please to join the Tri-County Lodging Association in supporting the completion plans for the OCC. The OCC has been a tremendous success for our industry and our community. We look forward to becoming actively involved in the campaign.

If you have any questions, please don't hesitate to give me a call.

Sincerely,

Joe D'Alessandro  
President & CFO

f:\home\juedmere.ltr

11 13 91 10:11AM FROM OREGON CONVENTION 10 92485440 1000/014

**OREGON CONVENTION CENTER**

**MARKET, FINANCIAL AND ECONOMIC  
ANALYSIS OF PROPOSED EXPANSION**

**January 1996**



- Seventy-five percent of professional and trade association attendees are estimated to be overnights under the Baseline scenario, while the balance are day-trippers. Further, in the expanded facility, 80 percent of convention and trade show attendees are estimated to be overnights.

Spending levels were estimated as follows (1995 dollars):

Convention & Trade Show Spending		
	Overnight	Day-trippers
Delegate Spending per Attendee		
- Lodging	\$ 364	\$ 0
- Meals	180	37
- Entertainment	32	2
- Retail	96	25
- Transportation	14	1
- Auto Rental	19	0
- Gasoline	11	3
- Business Services	21	21
<b>Total</b>	<b>\$ 737</b>	<b>\$ 89</b>
Association Spending	\$55 per Attendee	
Exhibitor Spending	\$2,420 per Exhibiting Company	

- Association spending includes expenditures on meals and business services such as rental of the convention center. Exhibitor spending includes expenditures on meals, hospitality suites and various business services such as equipment rental and advertising.
- Under the Baseline scenario, it was assumed that 70 percent of total spending from Center operations is new to the State based on an analysis of historic OCC attendance data. Under the Expansion scenario, it was assumed that this percentage would increase to 80 percent, since it is expected that most of the Center's new convention and trade show business will consist of more national and international events which cannot currently be accommodated in the existing Center or other facilities in the state.

Total direct expenditures estimated for Center operations under the Baseline and Expansion scenarios are based on the attendance and spending assumptions previously mentioned (in a stabilized year, in 1995 dollars). Incremental economic and fiscal impacts to the City of Portland, Tri-County Area and State of Oregon were estimated by comparing the Baseline and Expansion scenarios. These impacts represent the economic and fiscal benefit or loss to the City, Tri-County Area and State if the Center is expanded or not expanded. The incremental impacts are summarized in the following exhibit which illustrates this direct spending by convention and trade show delegates to OCC events given the Baseline and Expansion scenarios.

**Direct Expenditures**

	Baseline	Expansion	Incremental
Tri-County/City <sup>1</sup>	\$173,900,000	\$241,730,000	\$67,830,000
State <sup>2</sup>	\$121,730,000	\$193,380,000	\$71,650,000

<sup>1</sup>City is included in Tri-County.

<sup>2</sup>Direct spending to the State is a subset of direct spending to the Tri-County (70 percent for the Baseline option and 80 percent for the Expansion option).

**Multipliers**

The multipliers for both the Tri-County Area and State utilized to calculate indirect and total spending generated from the initial round of direct expenditures are provided in the following table. Multipliers were applied to industries appropriate for delegate expenditures in each of the three economic impact categories: sales, income and employment.

**Multipliers**

Industry	Tri-County Area			State of Oregon		
	Sales <sup>1</sup>	Income <sup>2</sup>	Employment <sup>3</sup>	Sales <sup>1</sup>	Income <sup>2</sup>	Employment <sup>3</sup>
Hotels & Lodging Places	2.4562	1.0134	56.1	2.6667	1.0572	65.5
Amusement & Recreation	2.7872	0.8808	61.4	2.8201	0.9160	63.9
Eating & Drinking Places	2.6178	1.0705	59.0	2.9931	1.0752	72.7
Aggregate Retail	2.6178	1.0705	59.0	2.6674	1.0960	62.9
Interurban Transportation	2.2961	0.9854	48.3	2.4690	1.0008	57.2
Auto Rental	2.1428	0.5693	31.1	2.1650	0.5851	33.4
Gasoline	2.6178	1.0705	59.0	2.6674	1.0960	62.9
Other Business Services	2.3155	0.8235	47.7	2.3833	0.8280	51.6

<sup>1</sup>Ratio of total sales generated from \$1.00 of direct spending.

<sup>2</sup>Ratio of total income (earnings, salaries, etc.) generated from \$1.00 of direct spending.

<sup>3</sup>Ratio of jobs generated by \$1,000,000 in direct sales.

**Total Impact**

The sum of direct and indirect impacts reveals a total effect of OCC on the City of Portland, the Tri-County area and the State of Oregon. This impact, as illustrated in the following exhibit, is provided in terms of sales, income and employment.

**Total Economic Impact from OCC Operations**

	State of Oregon	Tri-County Area	City of Portland
<b>Baseline</b>			
- Sales Volume	\$328,880,000	\$434,570,000	\$265,130,000
- Resident Income	\$123,600,000	\$172,400,000	\$60,340,000
- Employment	7,100	8,800	3,100
<b>Expansion</b>			
- Sales Volume	\$522,190,000	\$603,820,000	\$368,460,000
- Resident Income	\$196,210,000	\$239,470,000	\$83,810,000
- Employment	11,300	12,200	4,300
<b>Incremental</b>			
- Sales Volume	\$193,310,000	\$169,250,000	\$103,330,000
- Resident Income	\$72,610,000	\$67,070,000	\$23,470,000
- Employment	4,200	3,400	1,200

The analysis accounted for a comparison of OCC total impact under the Baseline scenario, as well as increases that result from the proposed expanded center. Further, the incremental impact of an expanded center is included. In terms of total sales, OCC is estimated to generate \$265.1 million, \$434.6 million and \$328.9 million for the City of Portland, Tri-County Area and State of Oregon, respectively. An expanded center would increase these amounts to an estimated \$368.5 million, \$603.8 million and \$522.2 million, or an increment of \$103.3 million, \$169.3 million and \$193.3 million, respectively.

The effect of the OCC on total income is estimated at approximately \$60.3 million within the City of Portland, \$172.4 million within the Tri-County Area and \$123.6 million within the State of Oregon. The proposed expanded center could increase income to \$83.8 million (\$23.5 million incremental) in the City, \$239.5 million (\$67.1 million incremental) in the Tri-County Area and \$196.2 million (\$72.6 million incremental) within the State.

Total employment generated by the activities hosted at OCC under the Baseline scenario is estimated to be approximately 3,100 jobs within the City, while generating approximately 8,800 in the Tri-County Area and 7,100 in the State. An expanded center would increase these employment estimates to 4,300 (1,200 incremental) 12,200 (3,400 incremental) and 11,300 (4,200 incremental), respectively. It should be noted that the first round of spending generated by OCC impacts employment primarily in area hotels, restaurants and retail establishments since these sectors comprise approximately 80 percent of direct spending. Alternatively, the second and subsequent rounds of spending typically affect the entire economy of a region and it is unlikely that the operation of OCC would alter the current overall employment distribution among industrial sectors. Accordingly, the estimated incremental increase in employment (created by the second and subsequent rounds of spending) would be distributed within the employment sectors in proportion to the current distribution of workers.

Estimated total economic impact to the Tri-County Area is greater than that to the State of Oregon because all attendance is considered new to the Tri-County Area, whereas only a portion is considered new to the State. Some state events would be held at other venues within the State without the existence of OCC. However, these events would not necessarily be held within the Tri-County Area if the Center were not located there.

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Portland economic impact estimates are presented based on an analysis of several area demographics which suggest that the City of Portland represents approximately 35 percent of the economic activity within the Tri-County Area. These statistics include total population and total effective buying income for both the City and Tri-County Area.

### **Fiscal Impact of OCC Operations**

The City of Portland, the Tri-County Area and State of Oregon also benefit from center operations in the form of increased tax revenues. The primary taxes affected by OCC-related expenditures include accommodation tax, personal income tax, auto rental tax and gasoline tax. The following is a discussion of each of these taxes.

#### ***Accommodation Tax***

- Multnomah County imposes a nine percent accommodation tax on hotel sales. The City of Portland receives 57 percent of these revenues.
- Washington County levies a seven percent accommodation fee on hotel receipts.
- Clackamas County levies a six percent accommodation fee on hotel receipts.
- The State of Oregon does not obtain revenue from an accommodation tax.

#### ***Personal Income Tax***

- The City of Portland does not have a personal income tax.
- The Tri-County Area does not impose a personal income tax.
- The State of Oregon levies a personal income tax. The effective rate on overall state income for 1993 returns was estimated to be 5.6 percent. This is applied to total income generated by OCC operations for both the Baseline and Expansion scenarios.

#### ***Auto Rental Tax***

- The City of Portland does not levy an auto rental tax.
- Multnomah County imposes an auto rental tax of 10 percent of auto rental sales within the County. Washington and Clackamas counties do not levy auto rental taxes.
- The State of Oregon does not impose an auto rental tax.

### Gasoline Tax

- The City of Portland does not levy its own gasoline tax, though it does receive some portion of the Multnomah County and State of Oregon tax revenue.
- Multnomah County imposes a \$.03 per gallon gasoline tax and Washington County imposes a \$.01 per gallon gas tax. These per gallon rates were applied to an estimate of total gallons sold to OCC event attendees to estimate impact to the Tri-County Area.
- The State of Oregon levies a \$.24 per gallon gas tax. This per gallon rate was applied to an estimate of total gallons sold to OCC event attendees to estimate impact to the State.

Based on total expenditures generated by OCC operations and the applicable tax rates previously mentioned, total annual fiscal benefits (City, Tri-County and State) are estimated as shown, in 1995 dollars:

#### Annual Fiscal/Tax Benefits

	Hotel	Personal Income	Auto Rental <sup>2</sup>	Gasoline <sup>3</sup>	Total
<b>Baseline</b>					
- City of Portland <sup>1</sup>	\$3,020,000	\$ 0	\$ 0	\$ 0	\$ 3,020,000
- Tri-County Area	5,640,000	0	343,000	119,000	6,102,000
- State of Oregon	0	6,920,000	0	393,000	7,313,000
<b>Total</b>	<b>\$5,640,000</b>	<b>\$6,920,000</b>	<b>\$343,000</b>	<b>\$512,000</b>	<b>\$13,415,000</b>
<b>Expansion</b>					
- City of Portland <sup>1</sup>	\$4,220,000	\$ 0	\$ 0	\$ 0	\$ 4,220,000
- Tri-County Area	7,880,000	0	477,000	157,000	8,514,000
- State of Oregon	0	10,990,000	0	571,000	11,561,000
<b>Total</b>	<b>\$7,880,000</b>	<b>\$10,990,000</b>	<b>\$477,000</b>	<b>\$728,000</b>	<b>\$20,075,000</b>
<b>Incremental</b>					
- City of Portland <sup>1</sup>	\$1,200,000	\$ 0	\$ 0	\$ 0	\$ 1,200,000
- Tri-County Area	2,240,000	0	134,000	38,000	2,412,000
- State of Oregon	0	4,070,000	0	178,000	4,248,000
<b>Total</b>	<b>\$2,240,000</b>	<b>\$4,070,000</b>	<b>\$134,000</b>	<b>\$216,000</b>	<b>\$ 6,660,000</b>

<sup>1</sup>67 percent of Multnomah County hotel tax receipts.

<sup>2</sup>Auto rental tax revenues collected in Multnomah County only.

<sup>3</sup>Tri-County Area gasoline tax represents revenues collected in Multnomah and Washington Counties only.

It should be noted that fiscal benefits to the City of Portland generated by the hotel tax are included in the hotel tax revenue generated at the Tri-County level since Portland is located within the MSA. As shown, the State of Oregon, which is estimated to receive approximately 60 percent of the total tax revenues in both the Baseline and Expansion scenarios, will be the primary beneficiary of the proposed Center expansion.

**Property Tax**

The existence of OCC generates retail, food and beverage and lodging sales by delegates, association executives and exhibitors, who might not otherwise patronize retail, eating and drinking establishments and hotels in the vicinity. However, while the impact on property tax revenue is equally attributable to OCC operations as those taxes previously mentioned, it is not directly applicable to the estimates of direct spending by delegates. Fiscal impacts related to property tax are generated due to effects from delegate spending which generate higher property values and the development of new or expanded commercial space.

The following table presents property tax impacts associated with the Baseline and Expansion scenarios.

<b>Property Tax Impact</b>			
	<b>Baseline</b>	<b>Expansion</b>	<b>Incremental</b>
<b>Hotel</b>	<b>\$1,280,000</b>	<b>\$1,710,000</b>	<b>\$430,000</b>
<b>Retail/Restaurant</b>	<b>1,280,000</b>	<b>1,760,000</b>	<b>480,000</b>
<b>Total</b>	<b>\$2,560,000</b>	<b>\$3,470,000</b>	<b>\$910,000</b>

It should be noted, however, that this impact is on the Tri-County Area, Multnomah County in particular, since the majority of delegate spending is generated there. Therefore, this increases the percent of total fiscal impact attributable to the Tri-County Area. When including property tax, the portion of fiscal impact to the Tri-County Area increases to approximately 30 percent, from 20 percent. However, the State remains the primary beneficiary, with close to 60 percent.

**Other Tax Impacts**

OCC operations could have additional impacts on tax revenue. The increased sales generated by direct and indirect spending on various business services may generate revenues for the City's business license tax. This tax is collected based on the level of annual sales at the manufacturing, wholesale and retail levels of production. Increased sales at area businesses due to OCC operations, including direct delegate expenditures and spending on tourism by attendees who remain in Oregon after an event, may also impact the State corporate income tax.

**Economic and Fiscal Impacts of Construction**

In addition to the economic and fiscal impacts generated annually from facility operations, the City, Tri-County Area and State will receive one-time (non-recurring) economic and fiscal benefits from the construction activities (capital expenditures for labor and materials) associated with the proposed expansion. This analysis did not consider the effect of displaced construction activity that may have occurred elsewhere within the State if OCC did not expand.

According to architects Loschky, Marquardt, Nesholm (LMN), total hard construction costs (materials and labor) for the proposed expansion and multi-level underground parking are estimated to approximate \$85 million. Based on this estimate, non-recurring economic impacts from construction in 1995 (constant) dollars for the State, Tri-County Area, and City are shown below:

#### Economic Impact of Expansion Construction

	State of Oregon	Tri-County Area	City of Portland
Sales Volume <sup>1</sup>	\$169,250,000	\$164,160,000	\$57,450,000
Resident Income <sup>1</sup>	\$58,770,000	\$58,510,000	\$19,780,000
Employment (jobs)	2,300	2,100	700

<sup>1</sup> Rounded to nearest \$10,000.

These non-recurring total impacts were estimated by applying the following multipliers to the LMN construction cost estimate.

#### Multipliers

	State of Oregon	Tri-County Area
Sales <sup>1</sup>	1.9819	1.9222
Income <sup>2</sup>	.6882	.6617
Employment <sup>3</sup>	29.4	26.7

<sup>1</sup>Ratio of total sales generated from \$1.00 of direct spending.

<sup>2</sup>Ratio of total income (earnings, salaries, etc.) generated from \$1.00 of direct spending.

<sup>3</sup>Ratio of jobs generated by \$1,000,000 in direct sales.

Estimates of the primarily one-time fiscal impacts from construction activities are presented below, in 1995 dollars, for the State, Tri-County, and City.

#### Fiscal Benefits of Expansion Construction

	State of Oregon	Tri-County Area	City of Portland	Total
Income Tax	\$3,290,000	\$0	\$0	\$3,290,000

Note: All figures rounded to nearest \$10,000.

The State personal income effective tax rate of approximately 5.6 percent is applied to total resident income generated by the construction of an expanded center. Again, the State is the primary beneficiary of expansion.

## II. EXECUTIVE SUMMARY

Since opening in 1990, the Oregon Convention Center has achieved steady growth in utilization, prompting its owner, Metropolitan Exposition-Recreation Commission to investigate the possibility of expansion. The Center's overall occupancy is approaching 70 percent, or practical maximum occupancy. MERC retained the services of the Price Waterhouse Convention Facilities Advisory Group (PW) to assist them in their evaluation.

Specifically, MERC commissioned PW to prepare an analysis of market demand for future convention events in Portland and estimate or evaluate:

- Center utilization with and without expansion (occupancy and attendance);
- Size and types of space proposed for facility expansion;
- Operating revenues and expenses for an expanded center; and
- Economic and fiscal impacts of an expanded center on the City of Portland, the Tri-County Area and the State of Oregon.

Findings for each of these study objectives are summarized in the following paragraphs.

### The Economy of Northwest Oregon and its Population

The success of OCC and the future success of Portland in attracting conventions depends on several factors which are dependent on the vigor of the area's economy and, specifically, its visitor industry. Therefore, an analysis of past trends in area population and diversity of its employment base was performed to determine the area's growth and stability in the next 5 to 10 years.

The region's economy is growing at a rate exceeding that of the state and national averages in terms of population and retail sales. Further, its unemployment rate has declined in recent years which is especially positive given the diversity of the area's employment composition. Portland's downtown office market is one of the strongest in the nation, setting it apart from most other central business districts (CBDs) in the country. The region's transportation planning has been an important part of overall urban growth planning in the past and continues to be a key focus of preparation for the region's future. The area's healthy downtown core is evidence of the success of such planning. The health of the hotel market in Portland during the 1989-94 period, despite declines in other parts of the country, indicates the overall strength of the visitor industry in the area.

### Competitive and Comparable Facilities/Destinations

Existing and proposed facilities and markets competitive with OCC and comparable in size with the Portland metro area were evaluated to better understand OCC's strengths, weaknesses and competitive position within the marketplace. Competitive and similar facilities and markets were compared to OCC and

the City of Portland in terms of building program, design and amenities; operational characteristics; user perception and community resources.

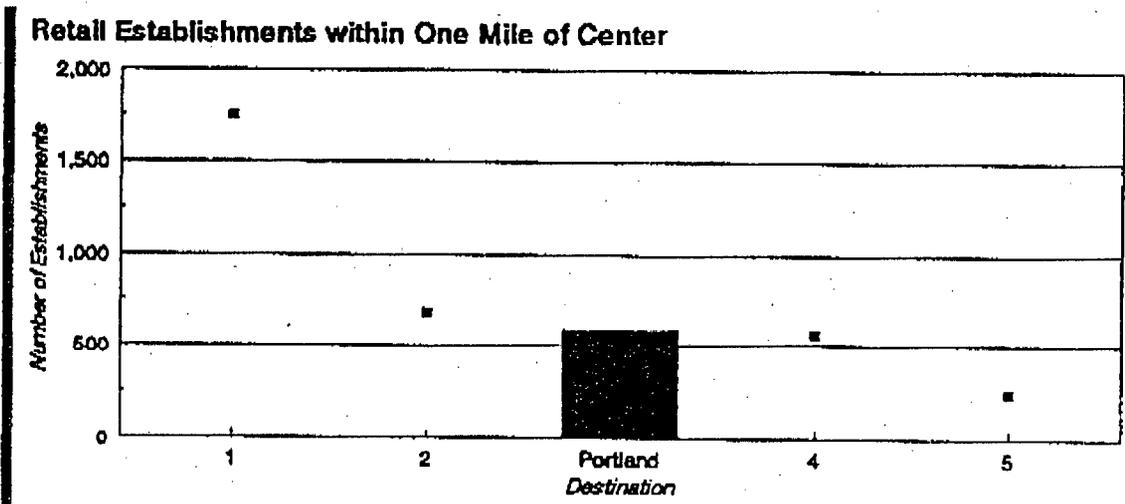
Oregon Convention Center faces competition from several centers in the western United States. Regionally, the following centers were identified as being competitive and/or similar with the existing OCC, as well as potential competitors of an expanded center:

- Colorado Convention Center
- Long Beach Convention Center
- Salt Palace Convention Center (Salt Lake City)
- Reno Sparks Convention Center
- Phoenix Civic Plaza
- San Jose Convention Center
- Washington State Convention & Trade Center (Seattle)

Several of these facilities are currently undergoing or planning expansions which will make them more competitive for regional, national and international conventions and trade shows. Presently, OCC's building program is similar to these competitive/comparable centers.

Portland was compared to the seven destinations in terms of community or convention center support resources. This analysis revealed the strength of Portland's central city district with regard to the number of restaurant and retail establishments, office space occupany and its attractiveness to middle and upper income households. Overall, Portland's resources were found to equal or exceed the average of the competitive/comparable destinations identified.

As shown below, Portland ranks third among the competitive/comparable destinations, for which data was available, in the number of retail establishments within one mile of the convention center. In Portland, this radius includes only a portion of the retail/restaurant establishments in the central business district.



Source: Strategic Mapping, 1994.

### Conclusion

Based on the research findings presented in the Phase I Market Analysis, it is reasonable to implement expansion plans to enable OCC to remain competitive within the region for convention and trade show events. This includes the addition of approximately 120,000 square feet of contiguous exhibition space, 30,000 square feet of additional meeting space and a 35,000-square-foot ballroom. This expansion program would place Portland within the top two destinations, among the seven competitive/comparable centers identified, with respect to amount of exhibition space, meeting/ballroom space and ratio of meeting/ballroom to exhibit space square footage.

A convention center headquarter hotel has not been determined to be necessary for OCC to achieve utilization estimates in this report, based on the strength of OCC's historic utilization and future bookings to date without the guarantee of such a property and the healthy growth trend in the area's hotel supply. In other words, increases in the room supply within the Lloyd District and downtown Portland currently underway or in the planning stages along with expected growth throughout Multnomah County over the next several years are expected to be sufficient to accommodate additional delegates at the expanded center. While a convention center headquarter hotel is not essential to OCC expansion, it is recognized that a critical mass of hotel rooms in the Lloyd District would benefit the marketability of the Center and Portland as a convention destination.

To conclude, the existing and anticipated future hotel room supply will not, in our judgment, be a constraint on the ability of the expanded OCC to achieve the estimated occupancy and attendance. This is not to say a 500- to 800-room headquarter hotel adjacent to the OCC would not constitute a major enhancement to the Center's marketability. Nevertheless, it would be a mistake in judgment (and logic) to conclude the full advantage to be gained by OCC expansion is contingent on a headquarter hotel locating adjacent to it. Certainly, it would not be cost-effective to delay expansion of OCC in anticipation of a new hotel.

The analysis did not conclude it would be cost-effective for the City or MERC to subsidize a new convention center headquarter hotel. Further, before a subsidy to induce development is offered, the City and MERC may wish to encourage an in-depth analysis of the demand (occupancy and average daily room rate) for the existing supply of CBD rooms over the next 8- to 10-year period (e.g., to 2005).

Expansion of OCC alone will not ensure that the utilization estimates will be achieved. Portland must continue to offer a full array of convention-related support facilities and services to retain existing business and secure additional business. For instance, continued growth in the number of direct flights arriving in Portland will encourage national convention and trade associations to host their events at OCC despite its remote location relative to U.S. population centers. Further, steady growth in the downtown class A occupied office space, specialty retail and "white table cloth" ethnic theme restaurant market will be necessary to attract additional convention and trade show delegates to Portland. Together with the OCC expansion, continued growth (and retaining current shares) of these essential facilities and services will promote, market and enhance Portland's competitive advantages for convention business, additional restaurant and retail development and tourism.

In order to accommodate the large drive-in attendance typically associated with consumer and regional trade shows, it may be necessary to utilize (share) parking facilities at the Rose Garden/Veterans Memorial Coliseum complex. These spaces, along with construction of approximately 1,400 spaces in an

underground garage as part of the OCC expansion program (or possibly additional spaces nearby, in lieu of underground spaces) would better accommodate drive-in attendees to local and regional events. Further, encouraging utilization of the extensive transit systems provided within Portland may be beneficial for drive-in attendees as well as delegates staying in hotels within the CBD. This may alleviate some of the congestion and/or parking difficulties that occur while hosting single large events or simultaneous events at the Center or Center and Rose Garden.

With regard to utilization of the expanded center, in particular existing OCC consumer show usage, it may be necessary to continue to host the majority of these events at OCC. Some shows may prefer to host their event at the Center primarily due to the nature of the facilities available, compared to those offered at Portland Metropolitan Exposition Center (Expo). Further, maintaining current consumer show users in an expanded center may be important for minimizing OCC's net operating cost. Finally, if dates for consumer shows are being confirmed no further in advance of the event than 18 months, it should not affect convention and trade show booking. Therefore, it is estimated that most consumer shows presently utilizing OCC will continue to do so unless major renovations are made to the existing Expo Center.

In order to achieve utilization estimates provided in this report, it will be necessary for the Center and the Portland Oregon Visitors Association (POVA) to continue to aggressively market OCC as they have in its first five years of operations. This will assist the Center in maintaining its competitive position and achieving its market share within the western region for regional and national conventions and trade shows.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

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

An ordinance enacting MCC 5.50.060 (Transient Lodging Tax, Oregon Convention Center Completion Fund) to levy an additional .5% tax to be used by Metro to finance completion of the Oregon Convention center.

Multnomah County ordains as follows:

Section 1. Findings and Purpose

A. Multnomah County levies a transient lodging tax whose proceeds are largely dedicated to the operation, marketing, and improvement of the Oregon Convention center and Portland center for Performing Arts;

B. Metro is contemplating completion of the Oregon Convention Center; and

C. The proposed Oregon Convention Center completion will provide needed flexibility for serving the public demand for use of its facilities.

Section 2. Ordinance

MCC 5.50.060 is adopted to read as follows:

**5.50.060 Oregon Convention Center Completion Tax Imposed.**

(a) For the privilege of occupancy in any hotel in Multnomah County, Oregon, after voters have approved issuance of general obligation bonds to finance or partially finance completion of the Oregon Convention Center, each transient shall pay a tax in the amount of one-half of one percent of the rent charged by the operator, which tax shall be in addition to the tax imposed by MCC 5.50.050 and MCC 5.50.055. The tax constitutes a debt owed by the transient to the county, which is extinguished only by payment by the operator to the county. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. the operator shall enter the tax on his records when rent is collected if the

operator keeps his records on the cash accounting basis and when earned if the operator keeps his records on the accrual accounting basis. If rent is paid in installment, a proportionate share of the tax shall be paid by the transient to the operator with each installment. In all cases, the rent paid or charged for occupancy shall exclude the sale of any goods, services and commodities, other than the furnishings of rooms, accommodations, and space occupancy in mobile home parks or trailer parks. County revenues from the tax imposed by this subsection, after providing for the cost of administration and any refunds or credits authorized by ordinance, shall be allocated to the Oregon Convention Center Completion Fund, which is hereby created, and used exclusively for the repayment of financing for the completion of the Oregon Convention Center.

(b) The Oregon Convention Center Completion Fund is subject to the following limitations:

(1) As used in this section of the Multnomah County Code:

(A) "The Oregon Convention Center" means that convention, trade show, and visitor facility located at 777 NE Martin Luther King, Jr. Boulevard, Portland, Oregon.

(B) "Voters" means the qualified electors of the county or district requesting authorization to issue general obligation bonds to finance or partially finance construction of the completion of the Oregon Convention Center.

(C) "Lead Agency" means Metro or its lawful successor.

(2) Before paying the tax imposed by this chapter, as required by MCC 5.50.175, the operator may deduct an amount equal to five percent of that portion of the tax that is allocated to the Oregon Convention Center Completion Fund. This five percent of the amount attributable to the Oregon Convention Center Completion Fund may be retained by the

operator as reimbursement for the operator's expenses in collecting the tax imposed by this chapter.

- (3) Earnings on proceeds allocated to the Oregon Convention Center Completion Fund shall be credited to the Oregon Convention Center Completion Fund.
- (4) The tax imposed by MCC 5.50.060 is separate and independent of the taxes imposed by MCC 5.50.050 and MCC 5.50.055. Nothing in MCC 5.50.060 is intended or should be construed as modifying the taxes provided for by those sections.
- (5) The tax authorized by this section 5.50.060 shall terminate upon the completion of payment obligation and retirement of all bonds issued to finance completion of the Oregon Convention Center that are in whole or part secured by the tax imposed hereunder.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1997, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*  
Sandra N. Duffy, Chief Assistant County Counsel