

Thursday, July 22, 2010 - 9:30 AM
Multnomah Building, Commissioners Board Room 100

REGULAR MEETING

Chair Jeff Cogen convenes the meeting at 9:30 a.m. with Vice-Chair Diane McKeel and Commissioners Deborah Kafoury, Barbara Willer and Judy Shiprack present.

CONSENT CALENDAR - 9:30 AM

MAY I HAVE A MOTION ON THE CONSENT CALENDAR?

COMMISSIONER Shirley MOVES
COMMISSIONER Willer SECONDS
APPROVAL OF THE CONSENT CALENDAR

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

THE CONSENT CALENDAR IS APPROVED OR
THE MOTION FAILS

COMMUNITY SERVICES

C-1 Proposed Amendment to Intergovernmental Agreement (IGA) with City of Portland for FY2010-11 Maintenance of County Roads in Unincorporated Western Multnomah County

COUNTY MANAGEMENT

C-2 RESOLUTION Authorizing the Private Sale of Two Tax Foreclosed Properties to Matthew A. Todd.

C-3 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to Frederick W. & Catherine Boggan

REGULAR AGENDA

PUBLIC COMMENT - 9:30 am

Opportunity for Public Comment on non-agenda matters. Testimony limited to three minutes per person unless otherwise designated by the presiding officer. ~~This is a time for the Board to hear public testimony, not for Board deliberation.~~

NON-DEPARTMENTAL - 9:30 am

R-1 Board Briefing Concerning Accounts Payable: Continue Improvements. Presenter: Steve J. March, County Auditor, Judith DeVilliers, Principal Management Auditor & Satish Nath, Finance Manager (15 min)

✓ **NON-VOTING ITEM. PRESENTATION & RESPONSE TO BOARD QUESTIONS AND DISCUSSION.**

NON-DEPARTMENTAL - 9:45 am

R-2 Multnomah County Adopts the East Portland Action Plan as a Guide and as a Participatory and Advocacy Tool for Community Stakeholders. Sponsor: Commissioner Judy Shiprack. Presenters: Allyson Spencer, Community Outreach/Policy Advisor; Lore Wintergreen, EPAP Advocate; Mary Li, MDCHS; and Invited Guests (15 min) ✓

MAY I HAVE A MOTION?

**COMMISSIONER _____ MOVES
COMMISSIONER _____ SECONDS
APPROVAL OF R-2**

**EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS**

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

**THE RESOLUTION IS ADOPTED OR
THE MOTION FAILS**

PLEASE MUTE YOUR
CELL PHONES

COMMUNITY JUSTICE – 10:00 am

R-3 BUDGET MODIFICATION MCSO - 01 Requesting General Fund Contingency Transfer to the Sheriff's Office in the Amount of \$242,609 and the District Attorney's Office in the Amount of \$196,034 for the Kyron Horman Investigation. The Total Contingency Request is \$438,643. Sheriff Dan Staton, District Attorney Mike Schrunck, Lieutenant Ned Walls (10 min)

MAY I HAVE A MOTION?

COMMISSIONER McKeel MOVES
COMMISSIONER Walls SECONDS
APPROVAL OF R-3

**PRESENTATION & RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS**

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

**THE BUDGET MODIFICATION IS APPROVED OR
THE MOTION FAILS**

*Motion to
Amend
Sherman
McKeel
Unan*

**DEPARTMENT OF COMMUNITY JUSTICE
REQUEST TO POSTPONE R-4 INDEFINITELY
July 22, 2010**

R-4 MCSO Intent to Apply as Part of the Office for Victims of Crime (OVC) Enhanced Collaborative Model to Combat Human Trafficking Program. Captain Monte Reiser and Wanda Yantis, Fiscal Manager (8 min)

***AFTER LYNDA READS THE TITLE INTO THE RECORD,
COMMISSIONER McKEEL WILL MAKE THE MOTION TO
REQUEST TO POSTPONE INDEFINITELY***

MAY I HAVE A MOTION TO POSTPONE R-4 INDEFINITELY?

***COMMISSIONER _____ MOVES
COMMISSIONER _____ SECONDS
TO POSTPONE INDEFINITELY R-4***

***ALL IN FAVOR, VOTE AYE,
OPPOSED ____?***

***THE NOTICE OF INTENT IS POSTPONED INDEFINITELY
OR
THE MOTION FAILS***

COMMUNITY JUSTICE – 10:10 am

R-5 MCSO Notice of Intent to Apply as Part of the COPS Hiring Recovery Program (CHRP). Captain Monte Reiser and Wanda Yantis, Fiscal Manager (7 min)

MAY I HAVE A MOTION?

COMMISSIONER Kaloupek MOVES
COMMISSIONER McKee SECONDS
APPROVAL OF R-5

*Monte spoke
wanda in
audience*

**EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS**

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

**THE NOTICE OF INTENT IS APPROVED OR
THE MOTION FAILS**

R-6 BUDGET MODIFICATION DCJ-01 Reduces an Intergovernmental Agreement (IGA) with Portland Community College and Restores the Services by Adding 2.50 New FTE. Presenter: Carole A. Scholl, Manager, ASD Londer Learning Center (3 min)

MAY I HAVE A MOTION?

COMMISSIONER W. Scholl MOVES
COMMISSIONER McKee SECONDS
APPROVAL OF R-6

*Brought
Erin
Russell
DCT*

**PRESENTATION & RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS**

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

**THE BUDGET MODIFICATION IS APPROVED OR
THE MOTION FAILS**

COUNTY ATTORNEY – 10:20am

R-7 Authorizing Settlement of *Arigbon v. Multnomah County*. Jenny M. Morf, Sr. Assistant County Attorney. (5 min)

MAY I HAVE A MOTION?

COMMISSIONER Shipman MOVES
COMMISSIONER McKeel SECONDS
APPROVAL OF R-7

Jenny took all 3 Agnes didn't come

**EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS**

**ALL IN FAVOR, VOTE AYE, OPPOSED ____?
THE AUTHORIZATION FOR SETTLEMENT IS APPROVED**

OR THE MOTION FAILS

R-8 RESOLUTION Establishing Fees and Charges for Chapter 7, County Management, of the Multnomah County Code and Repealing Resolution No. 05-085, Agnes Sowle, County Attorney (5 min)

MAY I HAVE A MOTION?

COMMISSIONER Shipman MOVES
COMMISSIONER McKeel SECONDS
APPROVAL OF R-8

**EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS**

**ALL IN FAVOR, VOTE AYE, OPPOSED ____?
THE RESOLUTION IS ADOPTED OR**

THE MOTION FAILS

R-9 RESOLUTION Establishing Fees and Charges for Chapter 27, Community Services, of the Multnomah County Code and Repealing Resolution No. 2010-067. Agnes Sowle, County Attorney (5 min)

MAY I HAVE A MOTION?

COMMISSIONER MOVES
COMMISSIONER SECONDS
APPROVAL OF R-9

**EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS**

**ALL IN FAVOR, VOTE AYE, OPPOSED ____?
THE RESOLUTION IS ADOPTED OR**

THE MOTION FAILS

COUNTY MANAGEMENT – 10:35 am

R-10 Quarterly Report to Board on Feasibility Determinations Done on Certain Purchases During the Second Calendar Quarter of 2010. Presenter: Brian R. Smith, Finance Manager, Purchasing (10 min)

**NON-VOTING ITEM. PRESENTATION & RESPONSE TO
BOARD QUESTIONS AND DISCUSSION.**

NOT

HEALTH DEPARTMENT – 10:45 am

R-11 Approval to Lease Approximately 11,004 Square Feet of Space for a New Rockwood Clinic. Presenter: Susan K. Kirchoff, Sr. Program Manager, Integrated Clinical Services – Health Center Operations (10 min)

MAY I HAVE A MOTION?

COMMISSIONER *Supriya* MOVES
COMMISSIONER *Michael* SECONDS
APPROVAL OF R-11

*Vanessa
Abelity
Health
Dept.*

Matches budget

**EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS**

**ALL IN FAVOR, VOTE AYE, OPPOSED ____?
THE RESOLUTION IS ADOPTED OR**

THE MOTION FAILS

COMMUNITY SERVICES – 10:55 am

R-12 NOTICE OF INTENT to Apply for \$40 Million from the TIGER II Grant Program for the Sellwood Bridge. Presenter: Karen C. Schilling, Sr. Program Manager, LUTP (5 min)

MAY I HAVE A MOTION?

COMMISSIONER *Willis* MOVES
COMMISSIONER *Supriya* SECONDS
APPROVAL OF R-12

**EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS**

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

**THE NOTICE OF INTENT IS APPROVED OR
THE MOTION FAILS**

R-13 Approval of Amendment No. 1 to Existing Intergovernmental Agreement (IGA) with Oregon Dept. of Transportation (ODOT) for Morrison Bridge Rehabilitation. Presenter: Jon Henrichsen, Engineering Services Manager, WRBE (5 min)

COMMISSIONER Shepherd MOVES
COMMISSIONER Weller SECONDS
APPROVAL OF R-13

(Jon Henrichsen)

EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

THE AGREEMENT IS APPROVED

OR THE MOTION FAILS

R-14 Intergovernmental Agreement (IGA) and First Amendment with Oregon Dept. of Transportation (ODOT) and the City of Fairview for Halsey Street – Bicycle and Pedestrian Improvement. Presenters: Brian S. Vincent, Engineering Services Manager & Adam Soplop, Engineer of LUT Road Engineering Services (5 min)

COMMISSIONER Shepherd MOVES
COMMISSIONER McKel SECONDS
APPROVAL OF R-14

Brian here
thx
no Adam

EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

THE AGREEMENT IS APPROVED
OR THE MOTION FAILS

R-15 Intergovernmental Agreement (IGA) with the City of Fairview for Halsey Street Bicycle and Pedestrian Improvement. Presenters: Brian S. Vincent, Engineering Services Manager & Adam Soplop, Engineer of LOT Road Engineering Services (5 min)

COMMISSIONER Supriya MOVES
COMMISSIONER me SECONDS
APPROVAL OF R-15

EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

THE AGREEMENT IS APPROVED
OR THE MOTION FAILS

R-16 Intergovernmental Agreement (IGA) between Multnomah County and Portland Parks and Recreation (PPR) in Connection with Powers Marine Park and the Sellwood Bridge Project. (Postponed from 7/15)
Presenter: Ian Cannon (5 min)

COMMISSIONER Volour MOVES
COMMISSIONER Walt SECONDS
APPROVAL OF R-16

EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS

ALL IN FAVOR, VOTE AYE, OPPOSED ____?

THE AGREEMENT IS APPROVED
OR THE MOTION FAILS

R-17 Intergovernmental Agreement (IGA) between Multnomah County and Portland Parks and Recreation (PPR) in Connection with *Willamette Moorage Park* and the Sellwood Bridge Project. (*Postponed from 7/15*) Presenter: Ian Cannon (5 min)

COMMISSIONER Willer MOVES
COMMISSIONER Herf SECONDS
APPROVAL OF R-

EXPLANATION, RESPONSE TO QUESTIONS
OPPORTUNITY FOR PUBLIC TESTIMONY
OPPORTUNITY FOR BOARD COMMENTS

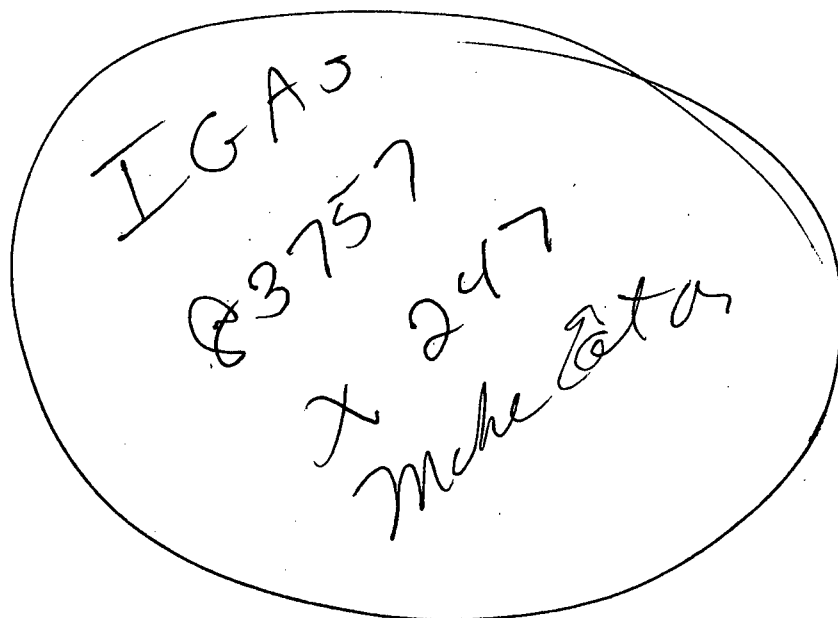
ALL IN FAVOR, VOTE AYE, OPPOSED ____?

THE AGREEMENT IS APPROVED
OR THE MOTION FAILS

R-18 Animal House Adoption Event and Toga Party. Presenter: Michael L. Oswald, Program Manager, Animal Services (10 min)

NON-VOTING ITEM. PRESENTATION & RESPONSE TO
BOARD QUESTIONS AND DISCUSSION.

ADJOURNMENT: 11:35 am





Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Jeff Cogen, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

Deborah Kafoury, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district1@co.multnomah.or.us

Barbara Willer, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district2@co.multnomah.or.us

Judy Shiprack, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district3@co.multnomah.or.us

Diane McKeel, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district4@co.multnomah.or.us

Link to watch live Thursday Board meetings on-line:

www2.co.multnomah.or.us/cc/live_broadcast.shtml

Link for on-line agendas and agenda info:

www.co.multnomah.or.us/cc/agenda.shtml

Free public access to wireless internet M-F from 6 AM to 9 PM during meetings in the Boardroom

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

July 20 & 22, 2010

BOARD MEETINGS

HIGHLIGHTS

REVISED

TUES. 7-20 - NO EXECUTIVE SESSION

TUES. 7-20 - NO BOARD BRIEFINGS

9:30 am Thursday Opportunity for Public Comment on Non-Agenda Matters

9:30 am - Board Briefing Concerning Accounts Payable: Continue Improvements.

9:45 am - Multnomah County Adopts the East Portland Action Plan as a Guide and as a Participatory and Advocacy Tool for Community Stakeholders

10:45 am - Quarterly Report to Board on Feasibility Determinations Done on Certain Purchases During the Second Calendar Quarter of 2010

11:35 am - Animal House Adoption Event and Toga Party.

Meetings of the Multnomah County Board of Commissioners are held at 501 SE Hawthorne Blvd. most usually in the Commissioners Chamber off of the main lobby, on the first floor.

Thursday meetings are cable-cast live and recorded and may be seen by Cable subscribers in Multnomah County at the following times

(Portland & East County)

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

Sunday, 11:00 AM Channel 30

(East County Only)

Saturday, 10:00 AM, Channel 29

Tuesday, 8:15 PM, Channel 29

Produced through Metro East Community Media

(503) 667-8848, ext. 332 for further info

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

Tuesday, July 20, 2010 - **9:00 AM**
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

NO EXECUTIVE SESSION

Tuesday, July 20, 2010 - **10:00 AM**
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

NO BOARD BRIEFINGS

Thursday, July 22, 2010 - **9:30 AM**
Multnomah Building, Commissioners Board Room 100
REVISED
REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

COMMUNITY SERVICES

- C-1 Proposed Amendment to Intergovernmental Agreement (IGA) with City of Portland for FY2010-11 Maintenance of County Roads in Unincorporated Western Multnomah County

COUNTY MANAGEMENT

- C-2 RESOLUTION Authorizing the Private Sale of Two Tax Foreclosed Properties to Matthew A. Todd.
- C-3 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to Frederick W. & Catherine Boggan

REGULAR AGENDA

PUBLIC COMMENT - 9:30 am

Opportunity for Public Comment on non-agenda matters. Testimony limited to three minutes per person unless otherwise designated by the presiding officer. This is a time for the Board to hear public testimony, not for Board deliberation. Fill out a yellow speaker form available at the back of the Boardroom and give it to the Board Clerk. Unless otherwise recognized by the presiding officer, testimony is taken in the order the forms are submitted.

NON-DEPARTMENTAL - 9:30 am

- R-1 Board Briefing Concerning Accounts Payable: Continue Improvements. Presenter: Steve J. March, County Auditor, Judith DeVilliers, Principal Management Auditor; Satish Nath, Finance Manager (15 min)

NON-DEPARTMENTAL - 9:45 am

- R-2 Multnomah County Adopts the East Portland Action Plan as a Guide and as a Participatory and Advocacy Tool for Community Stakeholders. Sponsor: Commissioner Judy Shiprack. Presenters: Allyson Spencer, Community Outreach/Policy Advisor; Lore Wintergreen, EPAP Advocate; Mary Li, MDCHS; and Invited Guests (15 min)

COMMUNITY JUSTICE – 10:00 am

R-3 BUDGET MODIFICATION MCSO - 01 Requesting General Fund Contingency Transfer to the Sheriff's Office in the Amount of \$242,609 and the District Attorney's Office in the Amount of \$196,034 for the Kyron Horman Investigation. The Total Contingency Request is \$438,643. Sheriff Dan Staton, District Attorney Mike Schrunk, Lieutenant Ned Walls (10 min)

~~R-4 MCSO Intent to Apply as Part of the Office for Victims of Crime (OVC) Enhanced Collaborative Model to Combat Human Trafficking Program. Captain Monte Reiser and Wanda Yantis, Fiscal Manager (8 min)~~

R-5 MCSO Intent to Apply as Part of the COPS Hiring Recovery Program (CHRP). Captain Monte Reiser and Wanda Yantis, Fiscal Manager (7 min)

R-6 BUDGET MODIFICATION DCJ-01 Reduces an Intergovernmental Agreement (IGA) with Portland Community College and Restores the Services by Adding 2.50 New FTE. Presenter: Carole A. Scholl, Manager, ASD Londer Learning Center (3 min)

COUNTY ATTORNEY – 10:20am

R-7 Authorizing Settlement of *Arigbon v. Multnomah County*. Jenny M. Morf, Sr. Assistant County Attorney. (5 min)

R-8 RESOLUTION Establishing Fees and Charges for Chapter 7, County Management, of the Multnomah County Code and Repealing Resolution No. 05-085 Agnes Sowle, County Attorney (5 min)

R-9 RESOLUTION Establishing Fees and Charges for Chapter 27, Community Services, of the Multnomah County Code and Repealing Resolution No. 2010-067. Agnes Sowle, County Attorney (5 min)

COUNTY MANAGEMENT – 10:35 am

R-10 Quarterly Report to Board on Feasibility Determinations Done on Certain Purchases During the Second Calendar Quarter of 2010. Presenter: Brian R. Smith, Finance Manager, Purchasing (10 min)

HEALTH DEPARTMENT – 10:45 am

- R-11 Approval to Lease Approximately 11,004 Square Feet of Space for a New Rockwood Clinic. Presenter: Susan K. Kirchoff, Sr. Program Manager, Integrated Clinical Services – Health Center Operations (10 min)

COMMUNITY SERVICES – 10:55 am

- R-12 NOTICE OF INTENT to Apply for \$40 Million from the TIGER II Grant Program for the Sellwood Bridge. Presenter: Karen C. Schilling, Sr. Program Manager, LUTP (5 min)
- R-13 Approval of Amendment No. 1 to Existing Intergovernmental Agreement (IGA) with Oregon Dept. of Transportation (ODOT) for Morrison Bridge Rehabilitation. Presenter: Jon Henrichsen, Engineering Services Manager, WRBE (5 min)
- R-14 Intergovernmental Agreement (IGA) and First Amendment with Oregon Dept. of Transportation (ODOT) and the City of Fairview for Halsey Street – Bicycle and Pedestrian Improvement. Presenters: Brian S. Vincent, Engineering Services Manager & Adam Soplop, Engineer of LUT Road Engineering Services (5 min)
- R-15 Intergovernmental Agreement (IGA) with the City of Fairview for Halsey Street Bicycle and Pedestrian Improvement. Presenters: Brian S. Vincent, Engineering Services Manager & Adam Soplop, Engineer of LUT Road Engineering Services (5 min)
- R-16 Intergovernmental Agreement (IGA) between Multnomah County and Portland Parks and Recreation (PPR) in Connection with *Powers Marine Park* and the Sellwood Bridge Project. (*Postponed from 7/15*) Presenter: Ian Cannon (5 min)
- R-17 Intergovernmental Agreement (IGA) between Multnomah County and Portland Parks and Recreation (PPR) in Connection with *Willamette Moorage Park* and the Sellwood Bridge Project. (*Postponed from 7/15*) Presenter: Ian Cannon (5 min)
- R-18 Animal House Adoption Event and Toga Party. Presenter: Michael L. Oswald, Program Manager, Animal Services (10 min)

ADJOURNMENT: 11:35 am



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Jeff Cogen, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

Deborah Kafoury, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district1@co.multnomah.or.us

Barbara Willer, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district2@co.multnomah.or.us

Judy Shiprack, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district3@co.multnomah.or.us

Diane McKeel, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: district4@co.multnomah.or.us

Link to watch live Thursday Board meetings on-line:
www2.co.multnomah.or.us/cc/live_broadcast.shtml

Link for on-line agendas and agenda info:
www.co.multnomah.or.us/cc/agenda.shtml

Free public access to wireless internet M-F from 6 AM to 9 PM during meetings in the Boardroom

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

July 20 & 22, 2010 BOARD MEETINGS HIGHLIGHTS

TUES. 7-20 - NO EXECUTIVE SESSION

TUES. 7-20 - NO BOARD BRIEFINGS

9:30 am Thursday Opportunity for Public Comment on Non-Agenda Matters

9:30 am - Board Briefing Concerning Accounts Payable: Continue Improvements.

9:45 am - Multnomah County Adopts the East Portland Action Plan as a Guide and as a Participatory and Advocacy Tool for Community Stakeholders

10:45 am - Quarterly Report to Board on Feasibility Determinations Done on Certain Purchases During the Second Calendar Quarter of 2010

11:35 am - Animal House Adoption Event and Toga Party.

Meetings of the Multnomah County Board of Commissioners are held at 501 SE Hawthorne Blvd. most usually in the Commissioners Chamber off of the main lobby, on the first floor.

Thursday meetings are cable-cast live and recorded and may be seen by Cable subscribers in Multnomah County at the following times

(Portland & East County)

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

Sunday, 11:00 AM Channel 30

(East County Only)

Saturday, 10:00 AM, Channel 29

Tuesday, 8:15 PM, Channel 29

Produced through Metro East Community Media

(503) 667-8848, ext. 332 for further info

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

Tuesday, July 20, 2010 - **9:00 AM**
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

NO EXECUTIVE SESSION

Tuesday, July 20, 2010 - **10:00 AM**
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

NO BOARD BRIEFINGS

Thursday, July 22, 2010 - **9:30 AM**
Multnomah Building, Commissioners Board Room 100

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

COMMUNITY SERVICES

- C-1 Proposed Amendment to Intergovernmental Agreement (IGA) with City of Portland for FY2010-11 Maintenance of County Roads in Unincorporated Western Multnomah County

COUNTY MANAGEMENT

- C-2 RESOLUTION Authorizing the Private Sale of Two Tax Foreclosed Properties to Matthew A. Todd.
- C-3 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to Frederick W. & Catherine Boggan

REGULAR AGENDA

PUBLIC COMMENT - 9:30 am

Opportunity for Public Comment on non-agenda matters. Testimony limited to three minutes per person unless otherwise designated by the presiding officer. This is a time for the Board to hear public testimony, not for Board deliberation. Fill out a yellow speaker form available at the back of the Boardroom and give it to the Board Clerk. Unless otherwise recognized by the presiding officer, testimony is taken in the order the forms are submitted.

NON-DEPARTMENTAL - 9:30 am

- R-1 Board Briefing Concerning Accounts Payable: Continue Improvements. Presenter: Steve J. March, County Auditor, Judith DeVilliers, Principal Management Auditor; Satish Nath, Finance Manager (15 min)

NON-DEPARTMENTAL - 9:45 am

- R-2 Multnomah County Adopts the East Portland Action Plan as a Guide and as a Participatory and Advocacy Tool for Community Stakeholders. Sponsor: Commissioner Judy Shiprack. Presenters: Allyson Spencer, Community Outreach/Policy Advisor; Lore Wintergreen, EPAP Advocate; Mary Li, MDCHS; and Invited Guests (15 min)

COMMUNITY JUSTICE – 10:00 am

- R-3 BUDGET MODIFICATION MCSO - 01 Requesting General Fund Contingency Transfer to the Sheriff's Office in the Amount of \$242,609 and the District Attorney's Office in the Amount of \$196,034 for the Kyron Horman Investigation. The Total Contingency Request is \$438,643. Sheriff Dan Staton, District Attorney Mike Schrunk, Lieutenant Ned Walls (10 min)
- R-4 MCSO Intent to Apply as Part of the Office for Victims of Crime (OVC) Enhanced Collaborative Model to Combat Human Trafficking Program. Captain Monte Reiser and Wanda Yantis, Fiscal Manager (8 min)
- R-5 MCSO Intent to Apply as Part of the COPS Hiring Recovery Program (CHRP). Captain Monte Reiser and Wanda Yantis, Fiscal Manager (8 min)
- R-6 BUDGET MODIFICATION DCJ-01 Reduces an Intergovernmental Agreement (IGA) with Portland Community College and Restores the Services by Adding 2.50 New FTE. Presenter: Carole A. Scholl, Manager, ASD Londer Learning Center (4 min)

COUNTY ATTORNEY – 10:30am

- R-7 Authorizing Settlement of *Arigbon v. Multnomah County*. Jenny M. Morf, Sr. Assistant County Attorney. (5 min)
- R-8 RESOLUTION Establishing Fees and Charges for Chapter 7, County Management, of the Multnomah County Code and Repealing Resolution No. 05-085 Agnes Sowle, County Attorney (5 min)
- R-9 RESOLUTION Establishing Fees and Charges for Chapter 27, Community Services, of the Multnomah County Code and Repealing Resolution No. 2010-067. Agnes Sowle, County Attorney (5 min)

COUNTY MANAGEMENT – 10:45 am

- R-10 Quarterly Report to Board on Feasibility Determinations Done on Certain Purchases During the Second Calendar Quarter of 2010. Presenter: Brian R. Smith, Finance Manager, Purchasing (10 min)

HEALTH DEPARTMENT – 10:55 am

R-11 Approval to Lease Approximately 11,004 Square Feet of Space for a New Rockwood Clinic. Presenter: Susan K. Kirchoff, Sr. Program Manager, Integrated Clinical Services – Health Center Operations (10 min)

COMMUNITY SERVICES – 11:05 am

R-12 NOTICE OF INTENT to Apply for \$40 Million from the TIGER II Grant Program for the Sellwood Bridge. Presenter: Karen C. Schilling, Sr. Program Manager, LUTP (5 min)

R-13 Approval of Amendment No. 1 to Existing Intergovernmental Agreement (IGA) with Oregon Dept. of Transportation (ODOT) for Morrison Bridge Rehabilitation. Presenter: Jon Henrichsen, Engineering Services Manager, WRBE (5 min)

R-14 Intergovernmental Agreement (IGA) and First Amendment with Oregon Dept. of Transportation (ODOT) and the City of Fairview for Halsey Street – Bicycle and Pedestrian Improvement. Presenters: Brian S. Vincent, Engineering Services Manager & Adam Soplop, Engineer of LUT Road Engineering Services (5 min)

R-15 Intergovernmental Agreement (IGA) with the City of Fairview for Halsey Street Bicycle and Pedestrian Improvement. Presenters: Brian S. Vincent, Engineering Services Manager & Adam Soplop, Engineer of LUT Road Engineering Services (5 min)

R-16 Intergovernmental Agreement (IGA) between Multnomah County and Portland Parks and Recreation (PPR) in Connection with *Powers Marine Park* and the Sellwood Bridge Project. (*Postponed from 7/15*) Presenter: Ian Cannon (5 min)

R-17 Intergovernmental Agreement (IGA) between Multnomah County and Portland Parks and Recreation (PPR) in Connection with *Willamette Moorage Park* and the Sellwood Bridge Project. (*Postponed from 7/15*) Presenter: Ian Cannon (5 min)

R-18 Animal House Adoption Event and Toga Party. Presenter: Michael L. Oswald, Program Manager, Animal Services (10 min)

ADJOURNMENT: 11:45 am



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: C-1
Est. Start Time: 9:30 am

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Agenda Title: Proposed Amendment to Intergovernmental Agreement with City of Portland for FY2010-11 Maintenance of County Roads in Unincorporated Western Multnomah County

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>July 22, 2010</u>	Amount of Time Needed:	<u>Consent Calendar</u>
Department:	<u>Community Services</u>	Division:	<u>LUT - Road Services</u>
Contact(s):	<u>Tom Hansell</u>		
Phone:	<u>(503) 988-5050</u>	Ext.	<u>29833</u>
Presenter(s):	<u>Consent Calendar</u>		
I/O Address:	<u>425/2</u>		

General Information

1. What action are you requesting from the Board?

The Department of Community Services recommends approval of an amendment to an Intergovernmental Agreement with the City of Portland for providing road and drainage facility maintenance on county roads in unincorporated western Multnomah County during FY2010-2011.

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

In 1984, Multnomah County and the City of Portland agreed that the City would maintain, through an IGA, all County roads in unincorporated western Multnomah County that were within the Urban Services Boundary. The City of Portland did not receive compensation for these services since the area was presumed to be annexed to the City shortly. Annexation of the westside unincorporated areas has proceeded at a slower pace than was anticipated in 1984. In 1997, the City informed the County it would no longer maintain these roads. During 1997, representatives of the City and County developed the terms of this IGA. The City and County find the most rational and efficient method for delivery of road and drainage facility maintenance in this westside area is for the City to continue to provide services. This amendment authorizes the City to provide road and drainage maintenance of the area for an additional year.

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

The City of Portland agrees to maintain the roads during fiscal year 2010-11 for an amount not to exceed \$100,000. The amount remains unchanged from the previous agreement which expired at the close of the prior fiscal year. The funds necessary for maintenance of these roads are budgeted in the county road fund.

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

This IGA is an extension of the County policy set in 1983 and 1984 concerning the maintenance of county roads within the Urban Services Boundary.

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

Negotiations for this amendment were discussed with staff from both Multnomah County and the City's Transportation/Maintenance Bureau. This Amendment will move to the Portland City Council for review upon approval by the County.

Required Signature

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

A handwritten signature in black ink, appearing to be "K. Pol", written over a horizontal line.

Date: 7/7/2010

CONTRACT AMENDMENT NO. 12
TO INTERGOVERNMENTAL AGREEMENT
for Westside Maintenance

COUNTY No. 4600001503
and CITY No. 51062

This is an amendment to Intergovernmental Agreement No. 51062 (Portland), and No. 4600001503 (Multnomah County), as follows:

1. Under Article Three, Section V: TERM, subsection (A), the existing text is deleted, and the following is substituted:
 - A. The term of this agreement shall be from July 1, 2010, to and including June 30, 2011, unless sooner terminated or renewed under the provisions hereof.
2. Except as amended herein, all other terms and conditions of the referenced intergovernmental agreement as amended to date shall remain in full force and effect.

MULTNOMAH COUNTY, OREGON

By: _____
Jeff Cogen

Title: Chair, Board of County Commissioners

Date: _____

Approved: _____
Department Director or Designee

Date: _____

CITY OF PORTLAND

By: _____
Sam Adams

Title: Mayor

Date: _____

By: _____
Lavonne Griffen-Valade

Title: Auditor

Date: _____

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By: /s/ Matthew O. Ryan
Matthew O. Ryan

Date: June 15, 2010

APPROVED AS TO FORM:

CITY OF PORTLAND

By: _____

Date: _____

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 4600001503
Amendment #: 12

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

Department: Community Services Division/ Program: Land Use and Trans Program Date: 07/08/2010
Originator: Tom Hansell Phone: (503) 988-5050 x29833 Bldg/Room: #425/Yeon
Contact: Cathey Kramer Phone: (503) 988-5050 x22589 Bldg/Room: #425/Yeon

Description of Contract: Amendment No. 12 to Intergovernmental Agreement with the City of Portland to extend maintenance of county roads in unincorporated western Multnomah County during FY 2010-11.

RENEWAL: ☐ PREVIOUS CONTRACT #(S) _____ EEO CERTIFICATION EXPIRES _____
PROCUREMENT, _____ ISSUE _____ EFFECTIVE _____ END _____
EXEMPTION OR _____ DATE: _____ DATE: _____ DATE: _____
CITATION # _____
CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	City of Portland/Bureau of Transportation			Remittance address (If different)	
Address	1120 SW 5 th Ave, Room 800				
City/State	Portland OR			Payment Schedule / Terms:	
ZIP Code	97204-1914			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	(503) 823-7140 (Ken Kinoshita)			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	N/A			<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	07/01/2009	Term Date	06/30/2010	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	07/01/2010	New Term Date	06/30/2011		
Original Contract Amount	\$ 360,505.00			Original PA/Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ 1,269,291.77			Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ 100,000.00			Amount of Amendment	\$ _____
Total Amount of Agreement \$	\$ 1,729,796.77			Total PA/Requirements Amount	\$ _____

REQUIRED SIGNATURES:

Department Manager _____ DATE _____
County Attorney /s/ Matthew O. Ryan _____ DATE 6/15/10
CPCA Manager _____ DATE _____
County Chair _____ DATE _____
Sheriff _____ DATE _____
Contract Administration _____ DATE _____

COMMENTS: (ROADM2)



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: C-2
Est. Start Time: 9:30 am

Agenda Title: **RESOLUTION Authorizing the Private Sale of Two Tax Foreclosed Properties to Matthew A. Todd.**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: 7/22/2010 **Amount of Time Needed:** Consent
Department: County Management **Division:** Assessment, Recording and Taxation / Tax Title
Contact(s): Sally Brown and Becky Grace
Phone: 503-988-3349 **Ext.** 22349 **I/O Address:** 503/1
Presenter(s): Sally Brown

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to approve the private sale of two adjacent tax-foreclosed properties to Matthew A. Todd.

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

Multnomah County acquired the real property located at 4003 NE Bryant St and 4003 S/ NE Bryant St through the foreclosure of delinquent tax liens on October 2, 2009. The attached plat map Exhibit A shows the parcel as Tax Lot 9500. Tax Title put the subject properties on Public Auction on May 24th and received no bids for either parcel. After the auction the adjacent owner called and made an offer of \$11,000 for both parcels. An appraiser was called to verify the validity of the offer that the County received. The appraiser said that for residential purposes the lots would have minimum value due to setback requirements from the existing roads/easements running across the property. For industrial purposes the size and location are also limiting factors for maximum value. The appraiser felt that \$7,150 for the southern lot R315310 and \$3,850 for the northern lot was an acceptable offer.

This action affects our Program Offer 91003 by placing two tax-foreclosed properties back onto the tax roll.

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

The private sale will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit C).

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

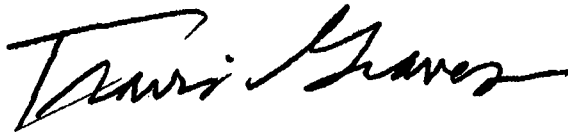
No legal issues are expected. The parcel will be deeded "As Is" without guarantee of clear title.

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

No citizen or government participation is expected.

Required Signature

Elected Official or
Department/
Agency Director:

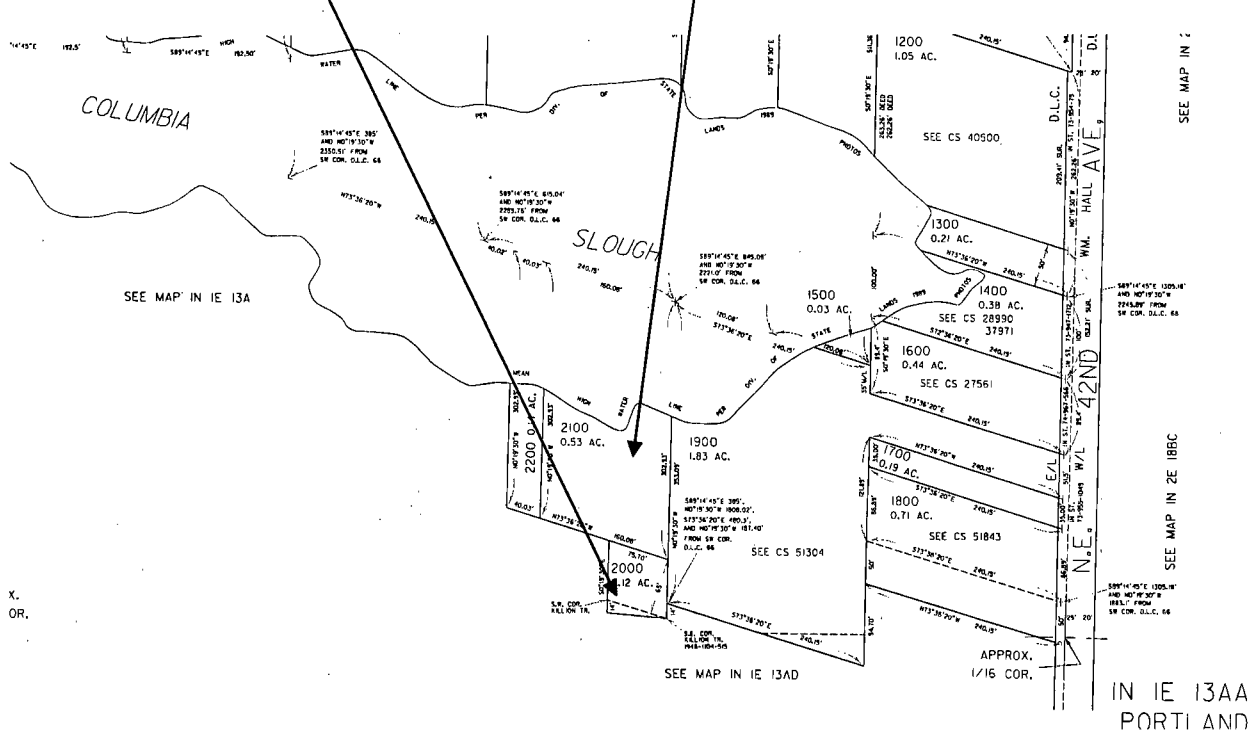


Date:

EXHIBIT A

Tax Account Number R315339
Location: 4003 NE Bryant ST Portland OR 97211

Adjacent Owner Matthew Todd
4005 NE Bryant St



Tax Account Number R315310
Location: 4003 S/NE Bryant ST Portland OR 97211

SE1/4 NE1/4 SEC. 13 T.1N. R.1E. W.M.
 MULTNOMAH COUNTY
 1" = 100'

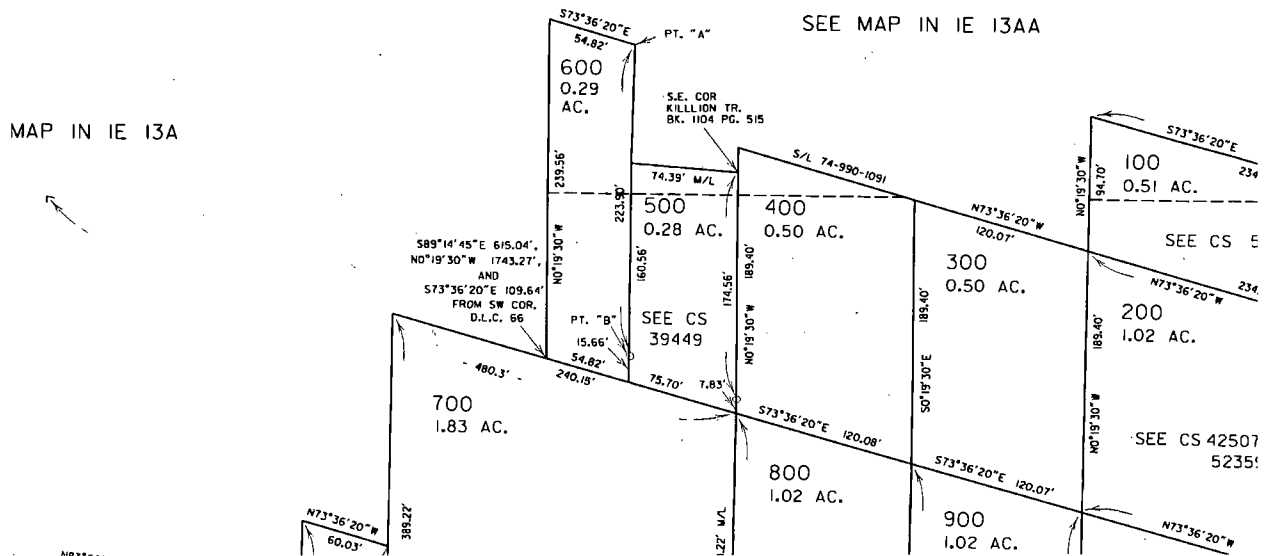


EXHIBIT B

R315310

R315339

R315364 Matthew Todd's Home

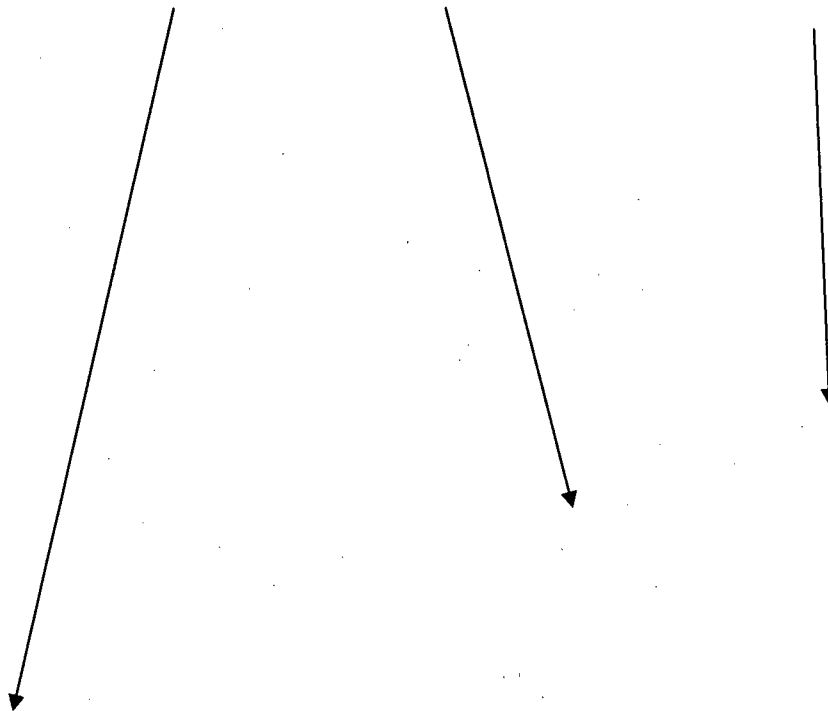




EXHIBIT C

LEGAL DESCRIPTION: Tax Account No.:R315310

A parcel of land situated in Section 13, Township 1 North Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Commencing at the Southwest Corner of William Hall Donation Land Claim, in Section 13, Township 1 North, Range 1 East of the Willamette Meridian of Multnomah and State of Oregon; thence South 89°14'45" East on the South line of said Donation Land Claim, 615.04 feet; thence North 0°19'30" West parallel to the West line of said Hall Donation land Claim, 1743.27 feet to an iron pipe driven in the ground; thence South 73°36'20" East 164.46 feet to the true point of beginning of the tract herein described; thence running North 0°19'30" West parallel to the West line of said Donation Land Claim, 160.56 feet to the Southwesterly corner of that tract conveyed to Clyde R. Ellinger, et ux by Deed dated November 3, 1949, recorded November 4, 1949 in Book 1369, Page 58, Deed Records; thence Easterly along a straight line to the Southeasterly corner of that tract conveyed to Ruth A. Killion by deed recorded September 28, 1946 in Book 1104, Page 515 Deed Records; thence South 0°19'30" East 174.56 feet to a point; thence North 73°36'20" West 75.70 feet to the place of beginning.

Legal Description: Tax Account No.:R315339

The following described parcel of land situated in Section 13, Township 1 North Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of tract conveyed to Ruth A. Killion by deed recorded September 28, 1946, in Book 1104 Page 515, Deed Records; thence Southerly, along the West line of said Killion tract extended a distance of 14 feet; thence Easterly in a straight line to the Southeast corner of said Killion tract; thence Westerly along the Southerly line of said Killion tract to the true point of beginning.

Together with:

The Northerly 65 feet of the following described parcel of land as measured 65 feet perpendicular from and parallel with the Northerly line thereof:

Commencing at the Southwest corner of William Hall Donation Land Claim; thence South 89°14'45" East on the South line of said William Hall Donation Land Claim, a distance of 615.04 feet; thence North 0°19'30" West parallel to the West line of said Donation Land Claim 1743.27 feet to an iron pipe driven in the ground; thence South 73°36'20" East 164.46 feet to a point of beginning of tract to be described; thence North 0°19'30" West parallel to the West line of said William Hall Donation Land Claim 239.56 feet; thence South 73°36'20" East 75.70 feet; thence South 0°19'30" East 231.73 feet to a point; thence continuing South 0°19'30" East 7.83 feet; thence North 73°36'20" West 75.70 feet to the point of beginning.

PROPERTY ADDRESS	4003 NE Bryant St and 4003 S/NE Bryant St
TAX ACCOUNT NUMBER:	R315339 and R315310
GREENSPACE DESIGNATION:	No designation
SIZE OF PARCEL:	12,197 SF and 5,200 SF
ASSESSED VALUE:	\$3,850 and \$7,150

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES, INTEREST & FEES:	\$12489.79
TAX TITLE MAINTENANCE COST & EXPENSES:	\$0.0
RECORDING FEE:	\$36.00
CITY LIENS	\$0.0
MINIMUM PRICE REQUEST FOR PRIVATE SALE	\$11,000.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Private Sale of Two Tax Foreclosed Properties to Matthew A. Todd

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired through the foreclosure of liens for delinquent real property taxes the two certain parcels of real property situated in Multnomah County, more particularly described in the attached Exhibit A, identified as "Parcel 1" and "Parcel 2"; collectively referred to as the "Properties"
- b. The Properties have a combined assessed value of \$11,000 on the County's current tax roll.
- c. As previously authorized by this Board, and in compliance with ORS 275.090 to ORS 275.200, the Property was offered for sale at public auction on May 24, 2010. The minimum bid set for the Property was \$22,000 for Parcel 1 (R315310) and \$9,400 for Parcel 2 (R315339). No bids to purchase the property were received at the public auction.
- d. Under ORS 275.200 (2), the County may sell a property that does not sell at the public auction at a private sale without further notice, but for not less than the largest amount bid therefore at the auction or, if no bid was made for the property, at such price as the County deems reasonable, but at a price not less than 15 percent of the minimum bid set under ORS 275.110 for the sheriff's sale.
- e. After the May 24th public auction Tax Title received an offer for \$11,000 for the Properties from the adjacent property owner Matthew A. Todd. The Division of Assessment, Recording and Taxation (DART) directed a staff appraiser to inspect the Property. Based on that inspection and further evaluation of the offer, the DART management team concluded that this private sale was in the best public interest and recommended this Board accept Mr. Todd's offer of \$11,000.
- f. Matthew A Todd has paid Tax Title the \$11,000 to purchase the Properties, an amount the Board finds to be a reasonable price and in compliance with ORS 275.200(2).

The Multnomah County Board of Commissioners Resolves:

1. The County Chair on behalf of Multnomah County is authorized to execute a deed, substantially in conformance with the attached deed; conveying to Matthew A. Todd the real property described in the attached Exhibit A.

ADOPTED this 22nd day of July, 2010.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
Mindy Harris, Director, Dept. of County Management

Exhibit A (Resolution)

PARCEL 1: (Tax Account No: R315310)

Legal Description:

A parcel of land situated in Section 13, Township 1 North Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Commencing at the Southwest Corner of William Hall Donation Land Claim, in Section 13, Township 1 North, Range 1 East of the Willamette Meridian of Multnomah and State of Oregon; thence South 89°14'45" East on the South line of said Donation Land Claim, 615.04 feet; thence North 0°19'30" West parallel to the West line of said Hall Donation land Claim, 1743.27 feet to an iron pipe driven in the ground; thence South 73°36'20" East 164.46 feet to the true point of beginning of the tract herein described; thence running North 0°19'30" West parallel to the West line of said Donation Land Claim, 160.56 feet to the Southwesterly corner of that tract conveyed to Clyde R. Ellinger, et ux by Deed dated November 3, 1949, recorded November 4, 1949 in Book 1369, Page 58, Deed Records; thence Easterly along a straight line to the Southeasterly corner of that tract conveyed to Ruth A. Killion by deed recorded September 28, 1946 in Book 1104, Page 515 Deed Records; thence South 0°19'30" East 174.56 feet to a point; thence North 73°36'20" West 75.70 feet to the place of beginning.

PARCEL 2: (Tax Account No: R315339)

Legal Description:

The following described parcel of land situated in Section 13, Township 1 North Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of tract conveyed to Ruth A. Killion by deed recorded September 28, 1946, in Book 1104 Page 515, Deed Records; thence Southerly, along the West line of said Killion tract extended a distance of 14 feet; thence Easterly in a straight line to the Southeast corner of said Killion tract; thence Westerly along the Southerly line of said Killion tract to the true point of beginning.

Together with:

The Northerly 65 feet of the following described parcel of land as measured 65 feet perpendicular from and parallel with the Northerly line thereof:

Commencing at the Southwest corner of William Hall Donation Land Claim; thence South 89°14'45" East on the South line of said William Hall Donation Land Claim, a distance of 615.04 feet; thence North 0°19'30" West parallel to the West line of said Donation Land Claim 1743.27 feet to an iron pipe driven in the ground; thence South 73°36'20" East 164.46 feet to a point of beginning of tract to be described; thence North 0°19'30" West parallel to the West line of said William Hall Donation Land Claim 239.56 feet; thence South 73°36'20" East 75.70 feet; thence South 0°19'30" East 231.73 feet to a point; thence continuing South 0°19'30" East 7.83 feet; thence North 73°36'20" West 75.70 feet to the point of beginning.

Until a change is requested, all tax statements shall be sent to the following address:
MATTHEW A TODD
4005 NE BRYANT ST
PORTLAND OR 97211

After recording return to:
Multnomah County Tax Title 503/4

Deed D102215

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to MATTHEW A. TODD **Grantee**, certain real property situated in Multnomah County; more particularly described in the attached Exhibit A, identified as "Parcel 1" and "Parcel 2";:

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

The true consideration for this conveyance is \$11,000.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record; has caused this deed to be executed by the Chair of the of County Board.

Dated this 22nd day of July, 2010.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this ____ day of July 2010, by Jeff Cogen, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Notary Public for Oregon;
My Commission expires:

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

By _____
Matthew O. Ryan, Assistant County Attorney

Exhibit A (Deed D102215)

PARCEL 1: (Tax Account No: R315310)

Legal Description:

A parcel of land situated in Section 13, Township 1 North Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Commencing at the Southwest Corner of William Hall Donation Land Claim, in Section 13, Township 1 North, Range 1 East of the Willamette Meridian of Multnomah and State of Oregon; thence South 89°14'45" East on the South line of said Donation Land Claim, 615.04 feet; thence North 0°19'30" West parallel to the West line of said Hall Donation land Claim, 1743.27 feet to an iron pipe driven in the ground; thence South 73°36'20" East 164.46 feet to the true point of beginning of the tract herein described; thence running North 0°19'30" West parallel to the West line of said Donation Land Claim, 160.56 feet to the Southwesterly corner of that tract conveyed to Clyde R. Ellinger, et ux by Deed dated November 3, 1949, recorded November 4, 1949 in Book 1369, Page 58, Deed Records; thence Easterly along a straight line to the Southeasterly corner of that tract conveyed to Ruth A. Killion by deed recorded September 28, 1946 in Book 1104, Page 515 Deed Records; thence South 0°19'30" East 174.56 feet to a point; thence North 73°36'20" West 75.70 feet to the place of beginning.

PARCEL 2: (Tax Account No: R315339)

Legal Description:

The following described parcel of land situated in Section 13, Township 1 North Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of tract conveyed to Ruth A. Killion by deed recorded September 28, 1946, in Book 1104 Page 515, Deed Records; thence Southerly, along the West line of said Killion tract extended a distance of 14 feet; thence Easterly in a straight line to the Southeast corner of said Killion tract; thence Westerly along the Southerly line of said Killion tract to the true point of beginning.

Together with:

The Northerly 65 feet of the following described parcel of land as measured 65 feet perpendicular from and parallel with the Northerly line thereof:

Commencing at the Southwest corner of William Hall Donation Land Claim; thence South 89°14'45" East on the South line of said William Hall Donation Land Claim, a distance of 615.04 feet; thence North 0°19'30" West parallel to the West line of said Donation Land Claim 1743.27 feet to an iron pipe driven in the ground; thence South 73°36'20" East 164.46 feet to a point of beginning of tract to be described; thence North 0°19'30" West parallel to the West line of said William Hall Donation Land Claim 239.56 feet; thence South 73°36'20" East 75.70 feet; thence South 0°19'30" East 231.73 feet to a point; thence continuing South 0°19'30" East 7.83 feet; thence North 73°36'20" West 75.70 feet to the point of beginning.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

Board Clerk Use Only

Meeting Date: 7/22/2010

Agenda Item #: C-3

Est. Start Time: 9:30 am

Agenda Title: **RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to Frederick W. & Catherine Boggan.**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>7/22/2010</u>	Amount of Time Needed:	<u>Consent</u>
Department:	<u>County Management</u>	Division:	<u>Assessment, Recording and Taxation / Tax Title</u>
Contact(s):	<u>Sally Brown and Becky Grace</u>		
Phone:	<u>503-988-3349</u>	Ext.:	<u>22349</u>
I/O Address:	<u>503/1</u>		
Presenter(s):	<u>Sally Brown</u>		

General Information

1. What action are you requesting from the Board?

The Tax Title Section is requesting the Board to approve the private sale of a tax-foreclosed property to Frederick W. & Catherine Boggan.

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

The subject property is a vacant strip that came into county ownership through the foreclosure of delinquent tax liens on October 2, 2009. The lot is more or less 576SF. The attached plat map Exhibit A shows the strip as Tax Lot #6600. The strip is located adjacent to 2111 NE Holman St. and for some reason has never been described in any sale. The strip is not buildable and is on the current tax roll for \$500 which would qualify it for a private sale.

This action affects our Program Offer 91003 by placing a tax-foreclosed property back onto the tax roll.

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

The private sale will allow for the recovery of the delinquent taxes, fees, and expenses. The sale will

also reinstate the property on the tax roll (see Exhibit B).

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

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

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

No citizen or government participation is anticipated.

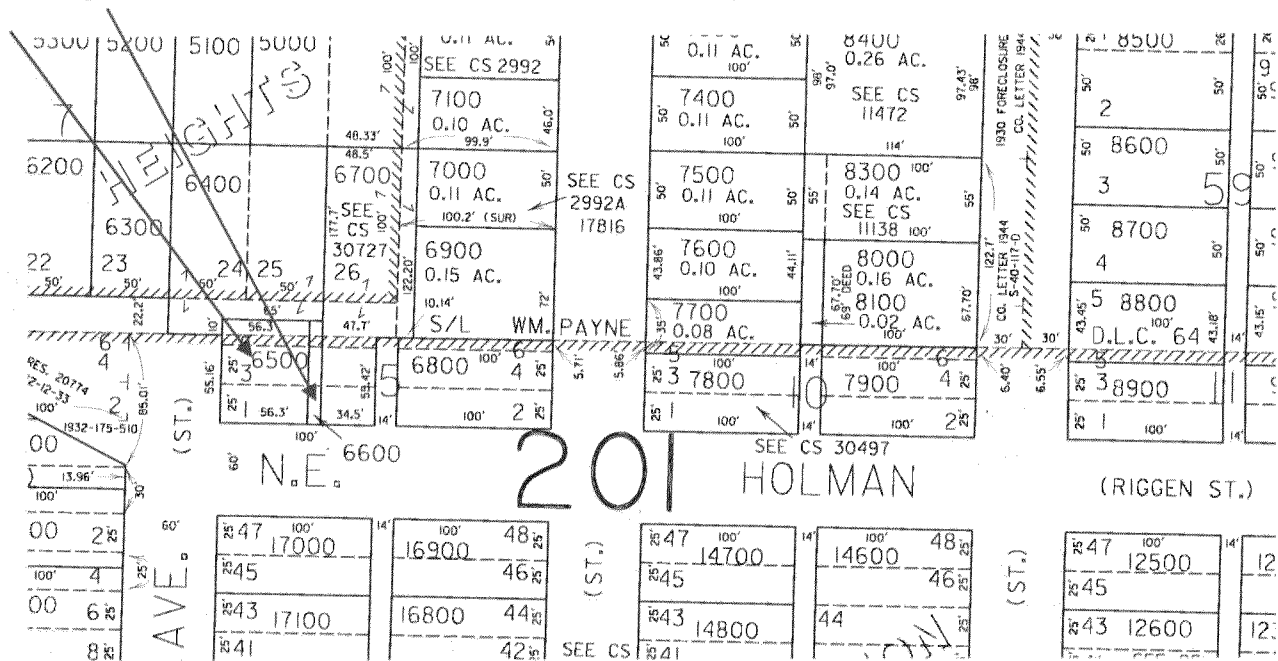
Required Signature

Elected Official or
Department/
Agency Director:



Date:

R540258
Subject Property Tax Lot 6600
Prospective Purchaser Tax Lot 6500 -2111 NE Holman ST.



Tax Lot 6600



EXHIBIT B

LEGAL DESCRIPTION:

That portion of Lots 1, 3 and 5 in Block 5, Irvington Park, an addition to the City of Portland, County of Multnomah and State Of Oregon, lying West of the Southerly extension of the West line of Lot 26, Block 7, Columbia Heights, and a 10 foot strip lying North of said Lot 5, said 10 foot strip being described as follows:

Begin at the Northwest corner of Lot 5, Irvington Park; thence North along the Northerly extension of the West line of said Lot 5, a distance of 10 feet; thence East on a line parallel with the North line of said Lot 5 and 10 feet distant therefrom, to a point at its intersection with Southerly extension of the West line of Lot 26, Block 7, Columbia Heights; thence South 10 feet to the North line of said Lot 5; thence West along the North line of said Lot 5, to the point of beginning.

Except the West 56.3 feet from the above herein described parcel of land.

ADJACENT PROPERTY	2111 NE Holman ST
TAX ACCOUNT NUMBER:	R540258
GREENSPACE DESIGNATION:	No designation
SIZE OF PARCEL:	576 Square Feet
ASSESSED VALUE:	\$500

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES, INTEREST & FEES:

\$131.75

TAX TITLE MAINTENANCE COST & EXPENSES:

\$0.0

RECORDING FEE:

\$36.00

SUB-TOTAL

\$167.75

MINIMUM PRICE REQUEST OF PRIVATE SALE

\$250.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Private Sale of a Tax Foreclosed Property to Frederick W. & Catherine Boggan.

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County acquired through the foreclosure of liens for delinquent real property taxes the following real property:

That portion of Lots 1, 3 and 5 in Block 5, Irvington Park, an addition to the City of Portland, County of Multnomah and State Of Oregon, lying West of the Southerly extension of the West line of Lot 26, Block 7, Columbia Heights, and a 10 foot strip lying North of said Lot 5, said 10 foot strip being described as follows:

Begin at the Northwest corner of Lot 5, Irvington Park; thence North along the Northerly extension of the West line of said Lot 5, a distance of 10 feet; thence East on a line parallel with the North line of said Lot 5 and 10 feet distant therefrom, to a point at its intersection with Southerly extension of the West line of Lot 26, Block 7, Columbia Heights; thence South 10 feet to the North line of said Lot 5; thence West along the North line of said Lot 5, to the point of beginning.

Except the West 56.3 feet from the above herein described parcel of land.

- b. The property has a real market value of \$500 on the assessment roll prepared for the County, consistent with the requirement of ORS 275.225(1) (a).
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property make it unsuitable for the construction or placement of a dwelling thereon under applicable zoning ordinances and building codes, as provided under ORS 275.225(1) (b).
- d. Tax Title has received \$250 from Frederick W & Catherine Boggan, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

1. The County Chair on behalf of Multnomah County is authorized to execute a deed, substantially in conformance with the attached deed; conveying to Frederick W. & Catherine Boggan the real property described above.

ADOPTED this 22nd day of July, 2010.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
Mindy Harris, Director, Dept. of County Management
Page 1 of 3- Resolution Authorizing Private Sale

Until a change is requested, all tax statements shall be sent
to the following address:
FREDERICK W. & CATHERINE BOGGAN
2111 NE HOLMAN ST
PORTLAND OR 97211-5480

After recording return to:
Multnomah County Tax Title 503/1

Deed D102216 for R540258

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, **Grantor**, conveys to FREDERICK W. & CATHERINE BOGGAN, **Grantees**; certain real property more particularly described in the attached Exhibit A.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

The true consideration for this conveyance is \$250.

IN WITNESS WHEREOF, the Multnomah County Board of Commissioners by authority of a Resolution of the Board, entered of record; has caused this deed to be executed by the Chair of the of County Board.

Dated this 22nd day of July, 2010.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this ____ day of July 2010, by Jeff Cogen, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Notary Public for Oregon;
My Commission expires:

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

Exhibit A
(Deed D102216)

Legal Description: (Tax Account No: R540258)

That portion of Lots 1, 3 and 5 in Block 5, Irvington Park, an addition to the City of Portland, County of Multnomah and State Of Oregon, lying West of the Southerly extension of the West line of Lot 26, Block 7, Columbia Heights, and a 10 foot strip lying North of said Lot 5, said 10 foot strip being described as follows:

Begin at the Northwest corner of Lot 5, Irvington Park; thence North along the Northerly extension of the West line of said Lot 5, a distance of 10 feet; thence East on a line parallel with the North line of said Lot 5 and 10 feet distant therefrom, to a point at its intersection with Southerly extension of the West line of Lot 26, Block 7, Columbia Heights; thence South 10 feet to the North line of said Lot 5; thence West along the North line of said Lot 5, to the point of beginning.

Except the West 56.3 feet from the above herein described parcel of land.



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (short form)

Non voting item

Board Clerk Use Only

Meeting Date: 7/22/201-
Agenda Item #: R-1
Est. Start Time: 9:30 am

Agenda Title: Board Briefing Accounts Payable: Continue Improvements

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

Requested Meeting Date: July 22, 2010
Amount of Time Needed: 30 minutes
Department: Non Departmental
Division: Auditors Office
Contact(s): Judy Rosenberger
Phone: 503/988-83320 **Ext.** 83320 **I/O Address:** 503/601
Presenter(s): Steve March, Multnomah County Auditor, Judith DeVilliers Principal Management Auditor, Satish Nath Finance Manager

General Information

1. What action are you requesting from the Board?
Board Briefing with PowerPoint Presentation
2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signature

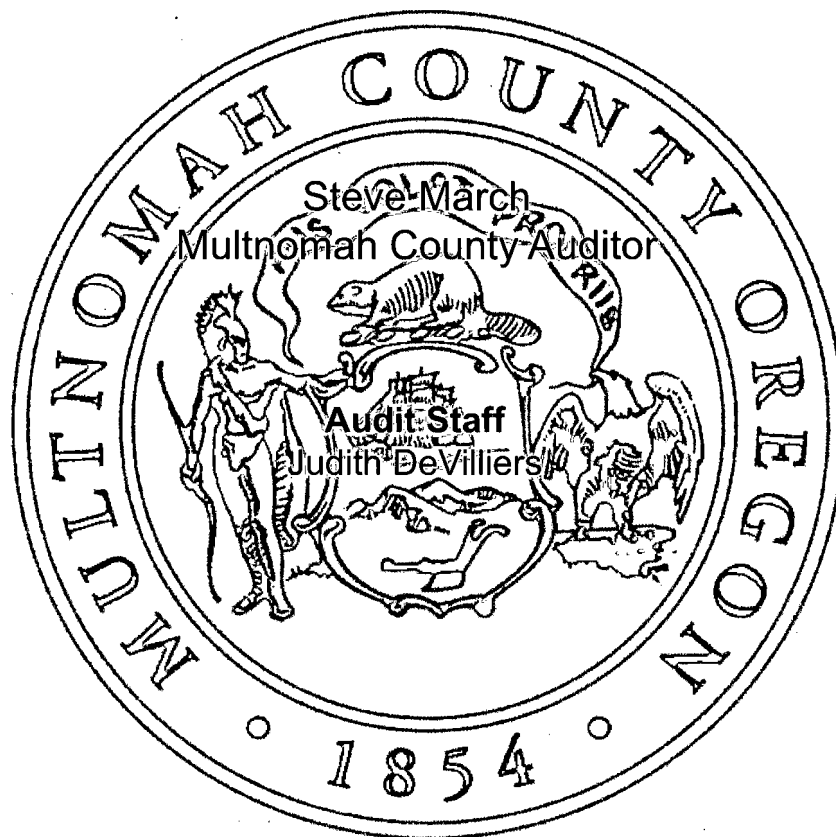
Elected Official or
Department/
Agency Director:

Steve March

Date: July 15, 2010

Accounts Payable Audit:
Continue Improvements

June 2010



We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.



Office of Multnomah County Auditor

Steve March
County Auditor

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

Fran Davison
Judith DeVilliers
Craig Hunt
Sarah Landis
Shea Marshman
Mark Ulanowicz

Date: June 28, 2010

To: Jeff Cogen, Multnomah County Chair
Commissioners Kafoury, Willer, Shiprack, and McKeel

From: Steve March, Multnomah County Auditor
Re: Accounts Payable: Continue Improvements

Policy makers and the public tend to focus on what major projects and services the county is providing or buying, but a critical element of the system is paying for what goods or services we purchase. In the county that responsibility is shared between the departments broadly, as the purchasers, and centrally by Accounts Payable (AP) within the Department of County Management, which oversees all payments including check printing and electronic payments. Overall, we believe the county's accounts payable are well-managed, based on our review of best practices literature.

Our audit focused only on accounts payable and the data reviewed included over 450,000 invoices totaling nearly \$2 billion from 2005 through 2009. The county has made great progress in converting to electronic payments and the use of purchase cards and we believe the county should continue these efforts which reduce costs and the number of checks that have to be written. We found no duplicate payments, payments on time per county criteria, and no gaps in check numbers. Specific recommendations and data have been provided to AP to help them continue improvements.

We want to thank the various departments and staff who provided assistance and cooperation in this audit and in particular the Interim Director of the Department of County Management, both the current and former Directors of Finance & Risk Management, as well as all of those in Accounts Payable; their response is included at the back of this audit. Part of this audit includes a supplementary report, "Accounts Payable Audit – Supplementary Trends and Charts," with charts and details from our analysis of accounts payable and check register data. Both reports can be found on our web page at www.co.multnomah.or.us/auditor.

CC: Mindy Harris, Interim Department of County Management Director & Chief Financial Officer; Mark Campbell, Interim Director Finance & Risk Management; Satish Nath, Accounts Payable Manager

Table of Contents

Introduction	1
Background, Scope and Methodology	1
Audit Results	2
Target efforts to convert vendors to electronic payments	3
Clean up vendor master files	3
Monitor and revise guidelines for direct pay and one-time vendors	5
Results of accounts payable tests	5
Recommendations	6
Response to Audit	9

Accounts Payable Audit

Introduction

Changing technology has created opportunities to find greater efficiencies and improve controls in how an organization's bills are paid. The county has continued to adopt best practices for accounts payable with use of electronic payments, purchase cards, and other means of improving the efficiencies of the payment process.

Our objectives for this audit were to analyze accounts payable data in order to (1) perform some standard accounts payable tests, (2) provide management with a trend analysis of accounts payable invoices and payments, and (3) to identify possible areas of risk that would warrant additional review.

This report provides a summary of the work we did, what we found, and recommendations for improvements. In addition to this report we provided management with a supplementary report, "Accounts Payable Audit – Supplementary Trends and Charts," with charts and details from our analysis of accounts payable and check register data.

Background, Scope and Methodology

Accounts payable is managed on both department and centralized levels. Departments enter purchasing and invoice data into the county's enterprise system (SAP). The Department of County Management's Accounts Payable Unit centrally oversees all payments including check printing and electronic payments for all accounts payable activities. The division of responsibility between department and central accounts payable and the additional monitoring done by central accounts payable provide necessary accounting controls in prevention of errors or fraud in the county's payment system.

The primary guideline for the accounts payable function is found in the county's Administrative Procedure FIN-1 "Accounts Payable." The county's internal website (MINT) page for

accounts payable contains a wealth of information for county users with rules, guidelines, and forms. County users can also find help and instructions from the SAP Support site on the MINT and from classes and trainings. The county's Finance User's Group MINT site and monthly meetings also provide updates and information relating to accounts payable.

Our scope included only accounts payable and did not include employee compensation or property tax distributions to county jurisdictions. The accounts payable data we reviewed included over 450,000 invoices totaling nearly \$2 billion over a five-year period from fiscal year 2005 through 2009. We used ACL analytics software, which allowed us to easily obtain large amounts of data from SAP. ACL also has functions to test for duplicate records, missing numbers, stratification, summaries and crosstabs, Benford's analysis, and other tests. We performed many traditional accounts payable tests such as those done in recovery audits for duplicate payments, looked at the data for compliance with county policy and guidelines, and evaluated possible areas of internal control risks.

We also interviewed county employees, and observed central accounts payable weekly payment process and check printing. We researched best practices for managing accounts payable and for fraud prevention and detection.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Audit Results

Overall, we believe the county's accounts payable are well-managed, based on best practices literature we reviewed. Our analysis and summary of trend data for the five year period from fiscal year 2005 through fiscal year 2009 shows that the county follows best practices for accounts payable in many areas which

result in efficiencies for the county as well as benefits to vendors. The county has made great progress in its efforts to convert vendors to electronic payment methods and in its use of purchase cards. We believe the county should continue those efforts. We also found the county needs to review guidelines for direct pay and one-time vendors, clean up the vendor master records, review and improve controls for some areas of risk.

Target efforts to convert vendors to electronic payments

The county's increased use of purchase cards and electronic payment methods has reduced the number of checks written, which in turn reduced administrative costs and improved controls. Electronic payment methods are also beneficial to vendors. The number of accounts payable checks decreased 16% from 50,318 in fiscal year 2005 to 42,499 in 2009. The number of electronic payments, which include use of credit cards, ACH, and wire transfers, increased by 233% from 5,245 in fiscal year 2005 to 17,484 in 2009. 142 vendors used some form of electronic payment in fiscal year 2009.

Thirty-five percent of the checks written in fiscal year 2009 required some type of special handling, such as enclosures to be sent with the checks or distribution to departments for handling and mailing. We recommend the county focus on converting these vendors to electronic payment methods, which would result in greater efficiencies by reducing workload for both central AP and departments. We also believe the county should target its efforts to convert vendors who have a large number of payments. We have provided management with a list of vendors that fit these categories.

Clean up vendor master files

Vendor master records are a key internal control for accounts payable in preventing duplicate payments, errors or fraud. Risks for duplicate payments due to vendors with multiple entries in the vendor master file were noted in an accounts payable recovery audit by a consultant in April, 2003; and again in a report from our office, "County Payment Transactions" issued in March 2006. Our review of the vendor master file found the same problems previously noted in both of these reviews. Master files have duplicates for vendor names, and addresses, and show as "active" some vendors that have not had accounts payable activity for

over five years. Some of the risks associated with these problems include the risk of duplicate payments for vendors with multiple vendor numbers, and accurately reporting on vendors that require 1099 reporting for the IRS, and risk of fraud. We provided management with a list of duplicates we found in the vendor master files.

Monitor and revise
guidelines for direct pay and
one-time vendors

Payments identified as "direct pay" are made to vendors for purchases that do not require competitive solicitation, and are limited to a maximum of \$5,000. Central accounts payable staff review weekly check runs for large dollar payment such as these. According to management, they refer any questionable payments to the county's contracting office for further review. 476 vendors were paid \$5,000 or more by direct pay in FY 2009, with a total dollar amount over \$117 million. Because the \$5,000 limitation is on the "division" level within a department and because some types of vendors are exempted from this limitation we could not determine how many, if any, of these vendors might be exceptions to the policy limitations outlined in Administrative Procedure FIN-16. Details necessary to evaluate if invoices meet requirements are in paper form and only available at department locations because at this time the county's SAP does not use the imaging option. We provided a list of these vendors to management for additional review.

The use of one-time vendors allows payments for which setting up a vendor number in the vendor master file is not practical. An example of some of these are small payments to individuals for specific department programs such LIEAP (for energy assistance payments to individuals) or WITNESS (for District Attorney's witness fee payments). One-time vendors are also used by all departments in some categories such as dues, publications, registrations, and miscellaneous. The county has guidelines for the non-program-specific categories for one-time vendors with limitations, such as for products only, and with some dollar limitations.

Departments are not following the guidelines for one-time vendors as follows: (1) 42% of payments for memberships were over \$100; (2) 74% of the payments for registrations were over \$75;

and (3) we found the guidelines for “products only” are not being followed, nor are those for reimbursing county employees for “things such as the purchase of supplies.” We recommend that management revise the guidelines to better meet county needs. We provided management with a list of the exceptions to one-time vendor guidelines for further review.

We also recommend that management monitor direct pay invoices and the use of one-time payments to maintain good internal controls and monitor compliance with county guidelines and rules. According to management, lack of imaging and work flow in the SAP enterprise system makes monitoring and reviewing payables time consuming for both departments and central accounts payable. We believe imaging and work flow would provide additional controls and efficiencies for managing accounts payable.

Results of accounts
payable tests

We performed a number of other traditional AP post audit tests for accounts payable as listed below with references to any recommendations. We also conducted a trend analysis and other summaries of the accounts payable data. A supplementary report with details of these tests was provided to management in a separate report which can be found on our website. See www.co.multnomah.or.us/auditor.

- Invoices to Checks – ratio reflects best practices, no recommendations
- Stratification – trend does not reflect significant drop in small dollar checks, recommend increasing the use of purchase cards (Recommendation #1- b)
- Days to Payment – meets county criteria, no recommendation
- Top 100 Vendors – list may provide additional information on purchasing practices, information only, no recommendation
- Benford’s Analysis – reveals areas of risk where payment amounts are the same, thus greater risk of duplicate payments, also re-occurring payments are at greater risk for errors, recommend additional reviews may be needed

- Duplicate Payments – We tested SAP system controls and found no duplicate payments. Departments can and do bypass the SAP system controls, which increases the risk for duplicate payments. Duplicate payment risks also exist because a vendor may be paid on several vendor numbers, as a one-time vendor, or on a credit card. We recommend that departments review and document internal controls that would prevent duplicate payments (Recommendation #4)
- Sequence Gaps – we found no gaps in check numbers, no recommendation
- Lost Discounts – controls for taking available vendor discounts are at the department level. The ability to review or monitor discounts would be enhanced with SAP imaging. (Recommendation #5)
- Analytics revealed some higher risk areas that require additional study for both controls and possible cost savings. We have provided a list of these for management and may consider some of the areas for future audit projects.

Recommendations

- 1) Central accounts payable should continue efforts to convert vendors to electronic payments as follows:
 - a) Focus efforts on vendors that require additional check handling and those that have a high volume of payments.
 - b) Review use of P-cards and expand to the fullest extent possible.
- 2) Central accounts payable should work with purchasing and departments to better manage and clean up vendor master files including removal of duplicate vendors and unused vendors.
- 3) The county's chief finance officer and accounts payable manager should review the use of direct payment invoices and contracting rules and one-time vendors to:
 - a) Revise guidelines for one-time vendors and clarify contracting rules and exceptions for use of direct pay invoices.
 - b) Increase monitoring compliance with the county's rules and guidelines for direct pay invoices and one-time vendors.

- 4) Department management should review and document their processes and internal controls.
 - a) For check handling and disbursement and the need for inserts mailed with checks.
 - b) That would prevent duplicate payments.
- 5) The county should consider and evaluate the costs and benefits of SAP imaging and workflow to improve controls and provide efficiencies in processing contracts and invoices.

Response to Audit



Department of County Management
MULTNOMAH COUNTY OREGON

501 SE Hawthorne, Suite 531
Portland, Oregon 97214-3501
(503) 988-3312 phone
(503) 988-3292 fax

To: Steve March, County Auditor
Judith DeVilliers, Principal Auditor

From: Mindy Harris, Interim Department Director & Chief Financial Officer
Mark Campbell, Interim Director Finance & Risk Management

Date: June 16, 2010

Re: Final Draft of the Accounts Payable Audit

The Department of County Management, and the Finance and Risk Management Division appreciate the time that you and your staff have invested in the review of the County's Accounts Payable operation. We would like to thank you for the thoughtful recommendations and thorough audit. We appreciate the opportunity to comment on your findings and recommendations.

Finance and Risk Management is continuing to pursue several initiatives that will address the recommendations noted in your report. Specifically, the Accounts Payable Manager will be assigned the ownership of vendor master data and associated business process to maintain the data. However, to preserve segregation of duties and best practices, the day-to-day vendor maintenance will be performed outside of accounts payable. A more detailed plan addressing some of the concerns noted in the report regarding the clean-up of vendor data is available for further review. Vendor data clean-up will begin in July, 2010, and should be completed by the end of the year.

The Finance and Risk Management Team will also continue to strengthen compliance on one-time vendors and direct pay type invoices by performing periodic reviews and follow-up discussions with Purchasing Section and appropriate department staffs involved. We will also review and update the Administrative Procedures and other operating procedures to reflect the changes in one-time vendor payment thresholds. Draft changes will be shared with the auditor's office for feedback before implementation.

The management supports your recommendation to implement imaging and business workflow to improve controls and efficiency. We will be discussing this recommendation with Information Technology and determine the next steps.

I agree with the recommendations and appreciate the time and effort taken to compile this report. These recommendations will assist us in improving and strengthening the County's payable processes. We would be happy to provide your office with progress updates or check-ins as we address and implement the recommendations.

cc: Satish Nath, AP Manager



Multnomah
County Oregon

Auditor's Office

Accounts Payable Audit -June 2010 Supplementary Trends and Charts

- Findings in written audit report "Accounts Payable Audit: Continue Improvements"
- Supplementary trend information for management
- Data reviewed included over 450,000 invoices over 5-years
- AP invoices reviewed totaled nearly \$2 billion
- Following are a few selected slides

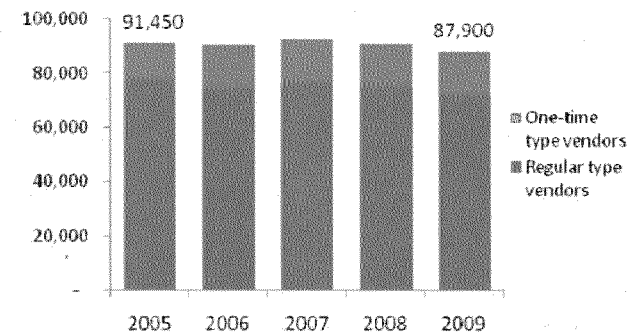


AP Invoices and Payments

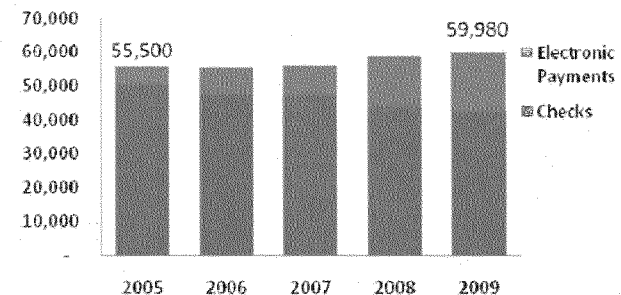
Invoices to Payments

- From fiscal year 2005 to 2009:
 - Total number of invoices decreased by 3,484 (4%)
 - Decrease was 5,568 (7%) for regular type vendors (includes vendors who have vendor numbers)
 - Increase was 2,084 (15%) for one-time type vendors (includes one-time vendors, P-cards, and AP tax refund vendors)
 - Total number of payments increased 4,417 (8%)
 - Decrease of 7,822 (16%) for checks
 - Increase of 12,239 (233%) for electronic payments

Number of AP Invoices - Fiscal years 2005 - 2009



Number of AP Payments - Fiscal years 2005 - 2009

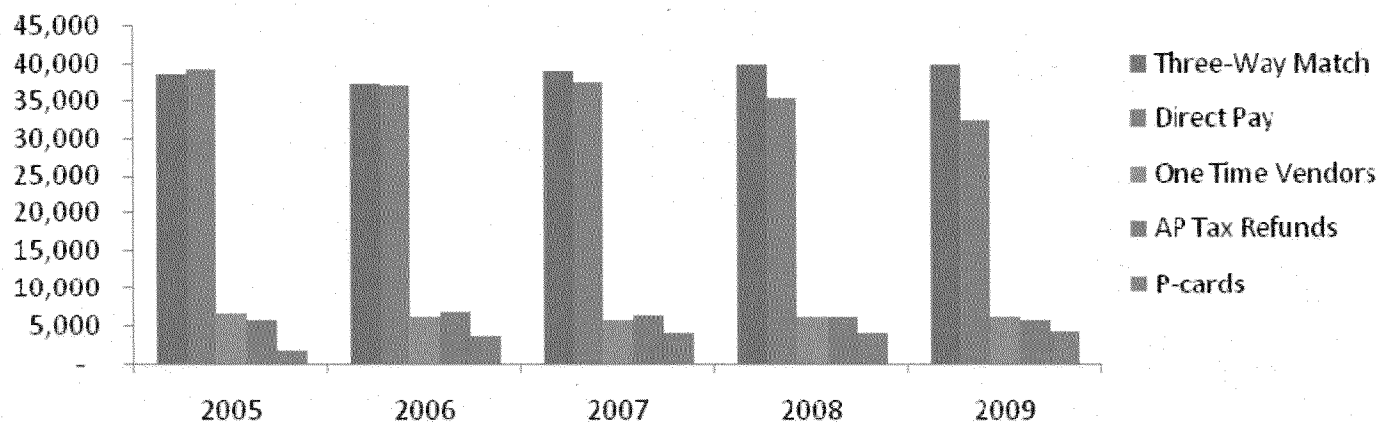




AP Invoices and Payments Trends in Number of Invoices

- Number of invoices from fiscal year 2005 to 2009 overall decreased by 4%, changes by type was:
 - Three-way match invoices increased 3%
 - Direct pay invoices decreased 17%
 - One-time vendor invoices decreased 5%
 - AP tax refunds decreased 2%
 - P-card transactions increased 159%

Number of AP Invoices by Type (Fiscal Years 2005 - 2009)



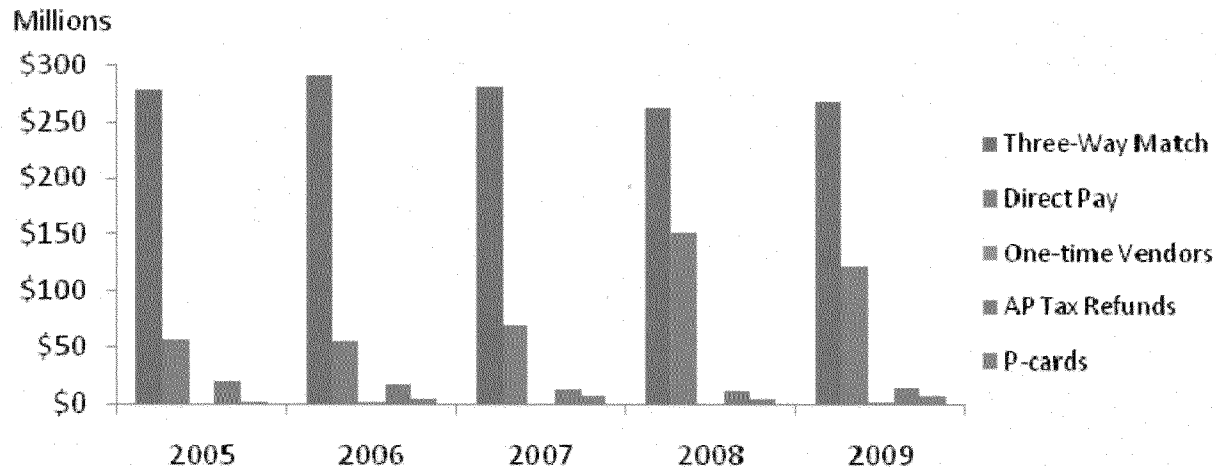


Multnomah
County Oregon
Auditor's Office

AP Invoices and Payments Trends in Dollar Amounts

- Total dollar amounts for invoices increased by 15% from fiscal year 2005 to 2009
 - Three-way match invoices decreased by \$9.3 million (3%)
 - Direct pay invoices increased \$65 million (115%)
 - One-time vendor invoices increased \$½ million (30%)
 - AP tax refunds decreased \$6 million (2%)
 - P-card transactions increased \$3.5 million (159%)

Dollar Volume of Invoices (Fiscal Years 2005 - 2009)



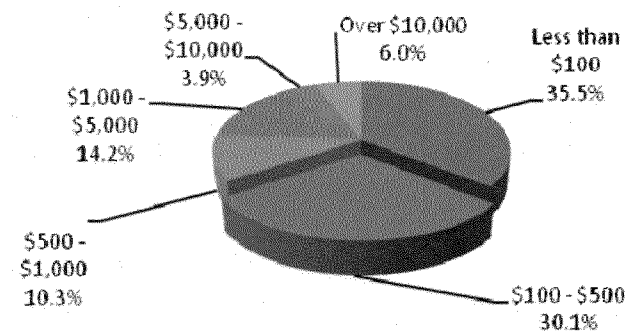


AP Invoices and Payments

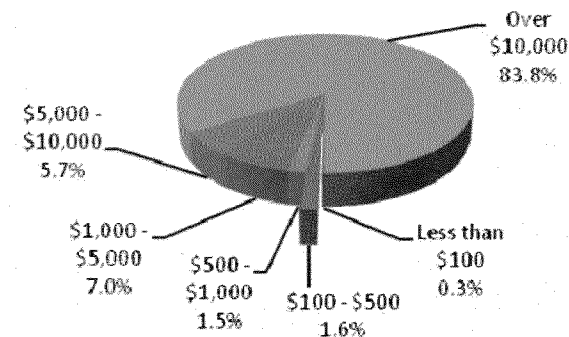
Invoices Stratified Fiscal Year 2009

- AP was made up of many small dollar invoices:
 - 36% were under \$100 (but these made up less than 1% of the total dollars). Of this 36%:
 - 35% three-way match
 - 41% direct pay
 - 17% one-time vendors
 - 7% AP tax refunds.
- Nearly 85% of the total dollars were from 6% of the total invoices.

Number of Transactions (Fiscal Year 2009)



Dollar Values - In Millions (Fiscal Year 2009)





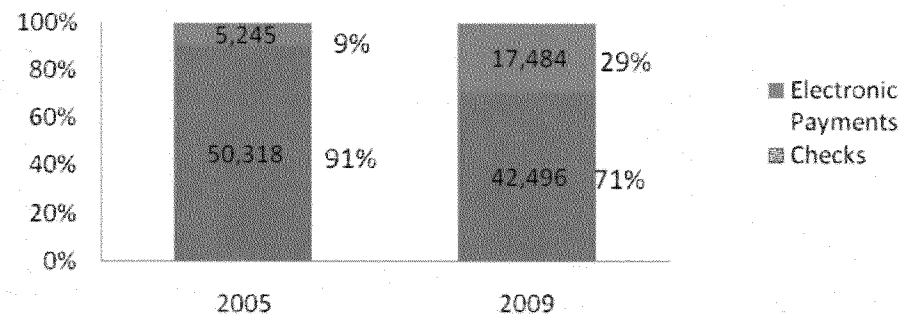
Multnomah
County Oregon
Auditor's Office

AP Invoices and Payments

Number of AP Payments

- The county's AP payments and purchasing is primarily done by check, but it is increasing its use of electronic payments.
 - The total number of all AP payments increased from fiscal year 2005 to 2009 by (8%)
 - Checks represented 91% of total AP payments in fiscal year 2005, down to 71% in fiscal year 2009
 - Number of checks decreased (16%)
 - Number of electronic payments increased (233%)

Number of AP Payments fiscal year 2005 and 2009



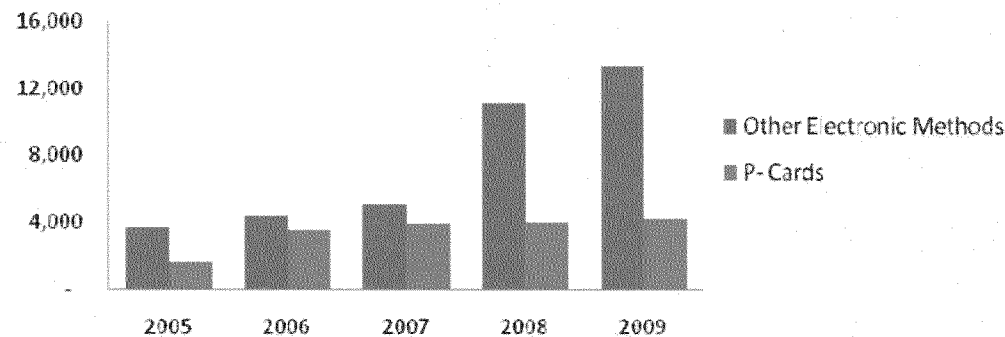


Multnomah
County Oregon
Auditor's Office

AP Invoices and Payments Electronic Payments - Trends

- Total use of electronic payments has grown substantially between fiscal year 2005 and 2009 (an increase of 266%). In fiscal year 2009, 142 vendors used some form of electronic payment.
- The use of P-cards is also considered best practice. Although P-cards more than doubled from fiscal year 2005 to 2006, growth since then has been small.

Electronic Payment Methods (Fiscal Years 2005 - 2009)



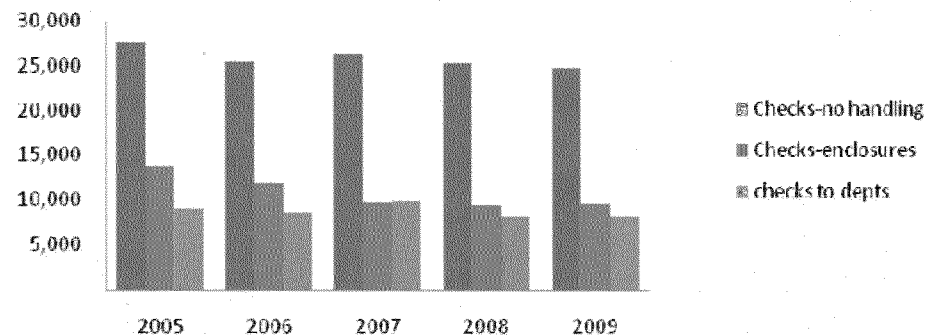


Multnomah
County Oregon
Auditor's Office

AP Invoices and Payments Checks (continued)

- Between fiscal years 2005 and 2009, the total number of checks decreased 16%
 - The number of checks requiring no additional handling decreased 9%
 - The number of checks requiring enclosures decreased 35%
 - The number of checks distributed to departments decreased 12%

Checks by payment type (Fiscal Years 2005 - 2009)



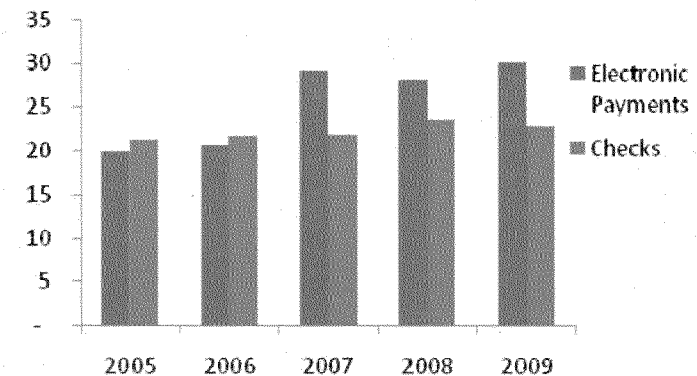


AP Testing

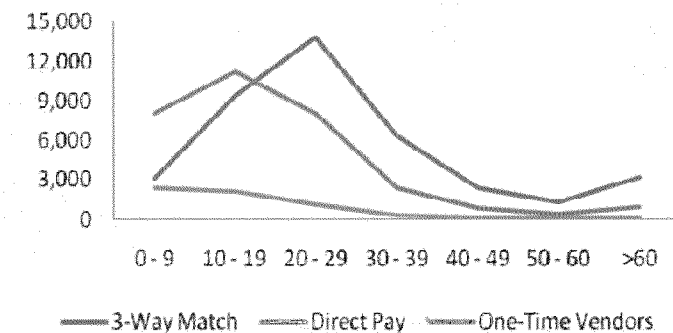
Days-to-Payment – Fiscal Year 2009

- Average days to payment has increased from 21 days in fiscal year 2005 to 24 days in fiscal year 2009
- In fiscal year 2009 checks averaged 23 days and electronic payments averaged 30 days.
- In fiscal year 2009 days-to-payment for all AP checks was:
 - Less than 10 days - 17%
 - Less than 20 days - 47%
 - Less than 30 days - 76%
 - 30 or more days - 24%
- We have no recommendations relating to days-to-payment for checks or electronic payments

Average days to payment (Fiscal years 2005 - 2009)



Days to Payment (Fiscal Year 2009)



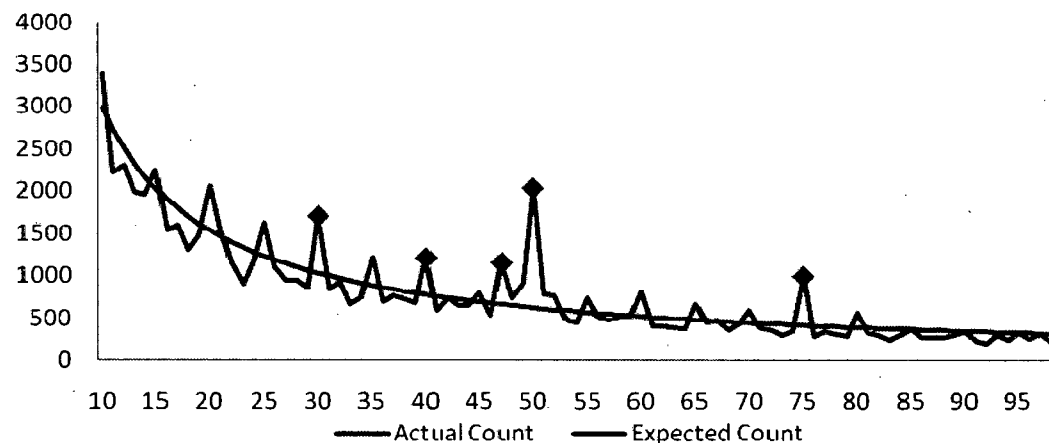


Multnomah
County Oregon
Auditor's Office

AP Testing Benford's Analysis

- Benford's law predicts the occurrence of a number of expected digits in a large amount of data. This analysis is often used to identify transactions more likely at risk for duplicate payments.
- Next slide has list of payments which exceed the expected numbers: 30's, 40's, 47's, 50's, 75,s.
- We have provided management with a more detail list of types of AP transactions which might warrant closer monitoring.

Benford Analysis - General AP invoices FY2009





Multnomah
County Oregon

Auditor's Office

AP Testing Duplicate Payments

- SAP prevents duplicate invoices from being entered into the system based on vendor number, document date, and invoice number.
 - We tested all years based on these criteria and found no exceptions
 - However, risk for duplicate payments exist because:
 - Some vendors are paid using multiple vendor numbers
 - Some vendors are paid using a vendor number, as a one-time vendor or as P-card purchase
 - System checks are ineffective when invoice numbers are changed by users accidentally or deliberately
 - Most controls to prevent duplicate payments are at the department level



Multnomah
County Oregon
Auditor's Office

AP Testing EDI Candidates

- Changes in how vendors are paid:
 - From fiscal year 2005 to 2009:
 - The percentage of payments by check decreased from 91% to 71%
 - The percentage of payments made electronically increased from 9% to 29%
 - Number of vendors:
 - 142 vendors were paid by electronic payments rather than by check in fiscal year 2009.
 - Use of P-cards:
 - Increased 121% between fiscal years 2005 and 2006
 - Increased 17% between fiscal years 2006 and 2009



Multnomah
County Oregon

Auditor's Office

Accounts Payable Audit -June 2010

Supplementary Trends and Charts

- Part I Introduction
- Part II AP Invoices and Payments
- Part III AP Testing
- Part IV Appendix - Scope and Methodology



Multnomah
County Oregon

Auditor's Office

Accounts Payable Audit -June 2010 Supplementary Trends and Charts

Part I Introduction



Multnomah
County Oregon

Auditor's Office

Introduction

- This document provides supplementary charts and trend information relating to our audit of Multnomah County's accounts payable data.
- The purpose of our review was to provide management with accounts payable trends over five years and to perform traditional post audit tests for accounts payable.
- Our review employed CAAT (computer analytical auditing techniques) using ACL software and data from SAP.



Multnomah
County Oregon

Auditor's Office

Introduction (continued)

- Summary of audit findings
 - County's management of AP follows best practices
 - Trends reflect increasing use of electronic payment methods
 - Some changes would improve efficiencies and controls:
 - Target selected vendors for electronic payments
 - Clean up vendor master files
 - Monitor and revise guidelines for direct pay and one-time vendors
 - Details about our findings and recommendations from this audit can be found in our audit report "Accounts Payable Audit" on our web site at www.co.multnomah.or.us/auditor.



Multnomah
County Oregon

Auditor's Office

Accounts Payable Audit -June 2010

Supplementary Trends and Charts

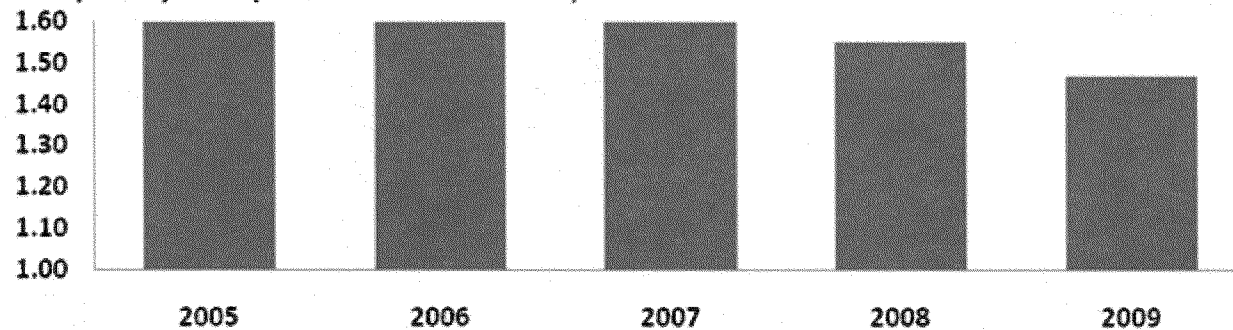
Part II AP Invoices and Payments



AP Invoices and Payments Invoices to Payments

- This ratio is based on the total number of invoices to the total number of payments. A high number of invoices per payment is more efficient – requiring fewer checks.
- The County's ratio of invoice to payments has been declining.
- This decline is due to increase in use of electronic payments which result in slightly more frequent payments; but these are more efficient than payment by check.

Invoices per Payment (Fiscal Years 2005 - 2009)





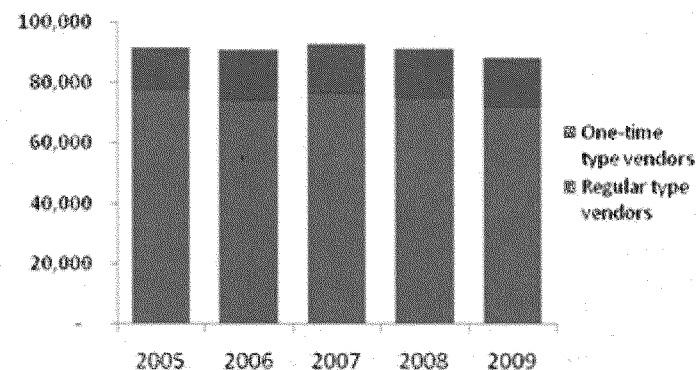
Multnomah
County Oregon
Auditor's Office

AP Invoices and Payments

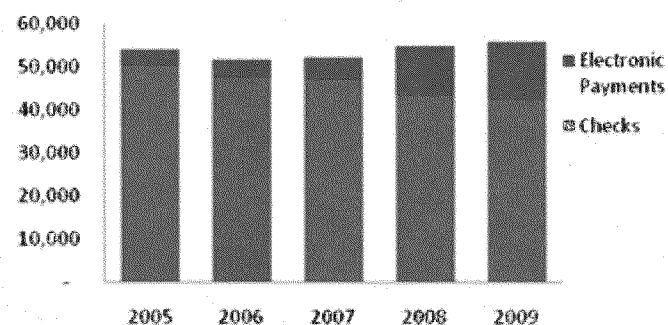
Invoices to Payments

- From fiscal year 2005 to 2009:
 - Total number of invoices decreased 4%
 - Decrease was 7% for regular type vendors (includes vendors who have vendor numbers)
 - Increase was 15% for one-time type vendors (includes one-time vendors, P-cards, and AP tax refund vendors)
 - Total number of payments increased 8%
 - Decrease of 16% for checks
 - Increase of 233% for electronic payments

Number of AP Invoices - Fiscal years 2005 - 2009



Number of AP Payments - Fiscal years 2005 - 2009





Multnomah
County Oregon

Auditor's Office

AP Invoices and Payments

Types of AP Invoices

- Departments use several methods for purchasing and recording invoices.
 - Three-way match for formal or informal procurement; is the standard method for county purchases
 - Direct pay for purchases not requiring formal or informal procurement and generally less than \$5,000
 - Vendors for specific programs and small purchases where a vendor account is not set up are
 - One-time vendors
 - AP Tax refunds
 - P-card (procurement card) for small dollar items or for specific vendors



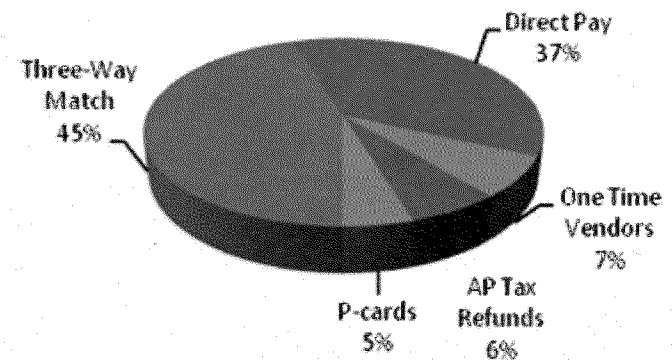
Multnomah
County Oregon
Auditor's Office

AP Invoices and Payments

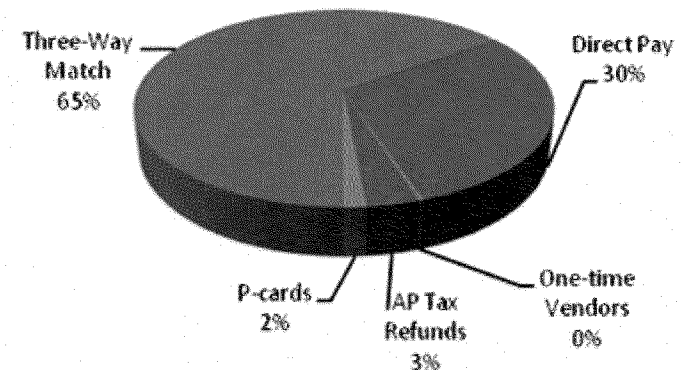
AP Invoices by Type

- Comparison of number of invoices to dollar amounts by type for fiscal year 2009
 - Three-way match invoices made up 45% of the invoices and 65% of the dollars
 - Direct pay made up 37% of the invoices and 30% of the dollars
 - One-time vendors made up 7% of the invoices but less than 1% of the total dollars
 - AP tax refunds made up 6% of the invoices and 3% of the dollars
 - P-cards made up 5% of the invoices and 2% of the dollars

Number of Invoices (Fiscal Year 2009)



Total Dollars Invoices (Fiscal Year 2009)

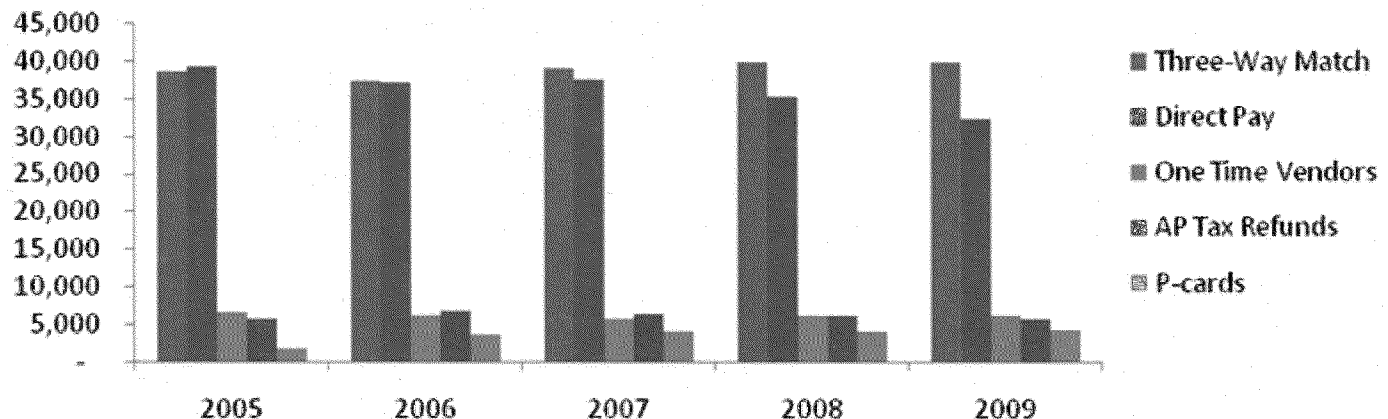




AP Invoices and Payments Trends in Number of Invoices

- Number of invoices from fiscal year 2005 to 2009 overall decreased by 4%, changes by type was:
 - Three-way match invoices increased 3%
 - Direct pay invoices decreased 17%
 - One-time vendor invoices decreased 5%
 - AP tax refunds decreased 2%
 - P-card transactions increased 159%

Number of AP Invoices by Type (Fiscal Years 2005 - 2009)

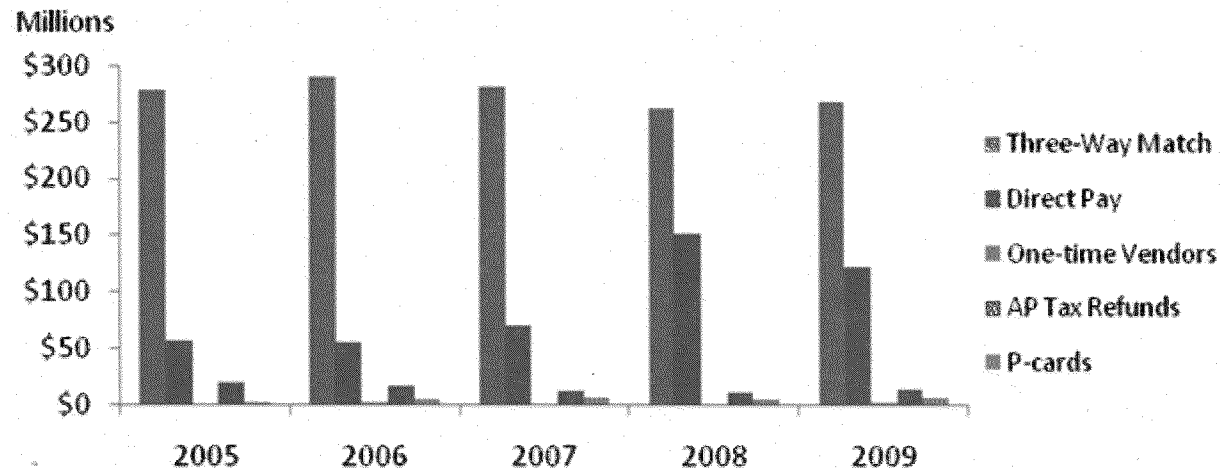




AP Invoices and Payments Trends in Dollar Amounts

- Total dollar amounts for invoices increased by 15% from fiscal year 2005 to 2009
 - Three-way match invoices decreased by \$9.3 million (3%)
 - Direct pay invoices increased \$65 million (115%)
 - One-time vendor invoices increased \$½ million (30%)
 - AP tax refunds decreased \$6 million (2%)
 - P-card transactions increased \$3.5 million (159%)

Dollar Volume of Invoices (Fiscal Years 2005 - 2009)





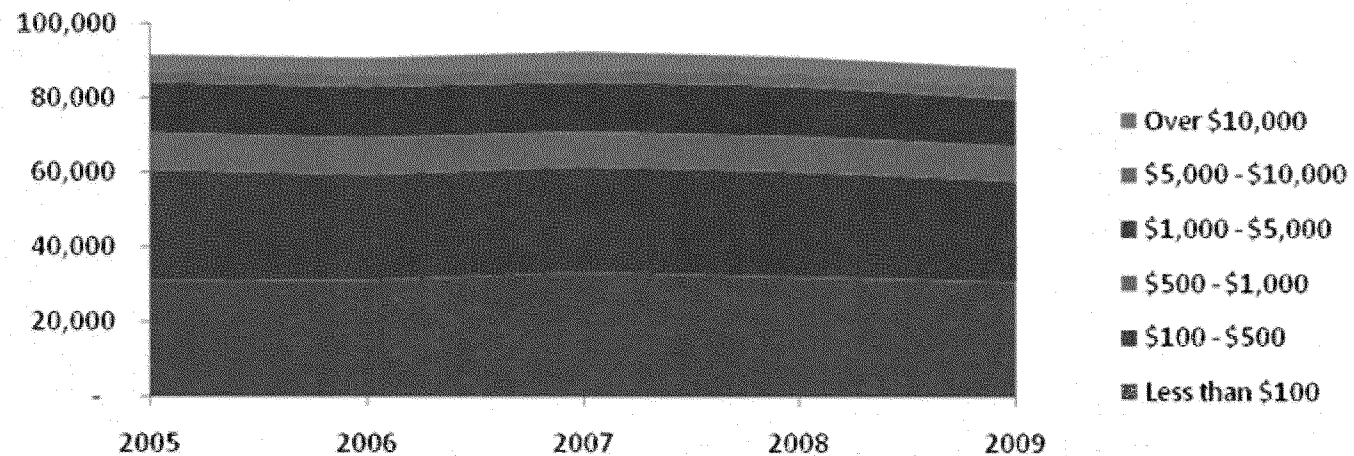
Multnomah
County Oregon
Auditor's Office

AP Invoices and Payments

Invoices Stratified

- Total change in number of invoices from fiscal year 2005 to 2009 was a decrease of 7% (note: invoices in this chart do not include P-card transactions)
 - Number of invoices under \$100 decreased 3%
 - Number of invoices between \$100 - \$500 decreased 12%
 - Number of invoices between \$500 and \$1,000 decreased 11%
 - Number of invoices over \$1,000 decreased 2%

Invoice Values Stratified (Fiscal Years 2005 - 2009)



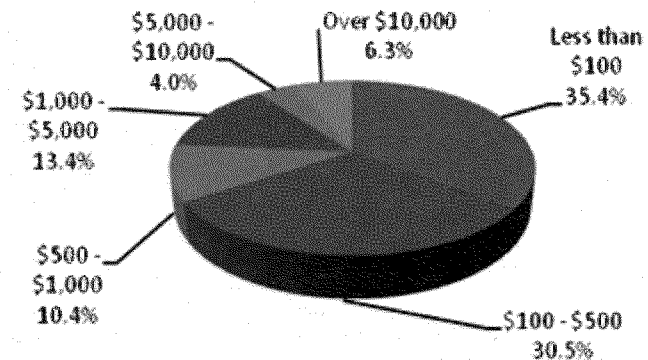


AP Invoices and Payments

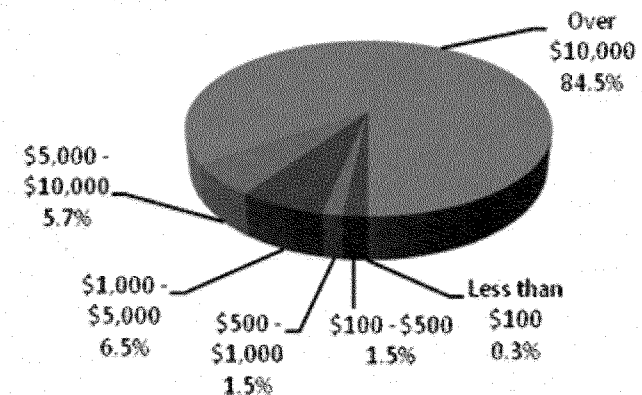
Invoices Stratified Fiscal Year 2009

- AP was made up of many small dollar invoices:
 - 36% were under \$100 (but these made up less than 1% of the total dollars). Of this 36%:
 - 35% three-way match
 - 41% direct pay
 - 17% one-time vendors
 - 7% AP tax refunds.
- Nearly 85% of the total dollars were from 6% of the total invoices.

Number of Transactions (Fiscal Year 2009)



Dollar Values - In Millions (Fiscal Year 2009)





Multnomah
County Oregon
Auditor's Office

AP Invoices and Payments

Number of AP Payments

- The county's AP payments and purchasing is primarily done by check, but it is increasing its use of electronic payments.
 - The total number of all AP payments increased from fiscal year 2005 to 2009 by (8%)
 - Checks represented 91% of total AP payments in fiscal year 2005, down to 71% in fiscal year 2009
 - Number of checks decreased (16%)
 - Number of electronic payments increased (233%)



Multnomah
County Oregon

Auditor's Office

AP Invoices and Payments

Electronic Payment Types

- Electronic payments are considered best practices as they are more efficient and provide added controls. The county pays AP invoices by various electronic methods:
 - P-cards which include procurement cards, ghost cards (credit cards to specific vendors), and travel cards
 - ACH (Automated Clearing House) payments represent bank transfers from the county's bank to the vendor bank
 - Wire transfers are used primarily for very large dollar amounts
 - State treasury pool transfers are used to make payments to the state or other local governments

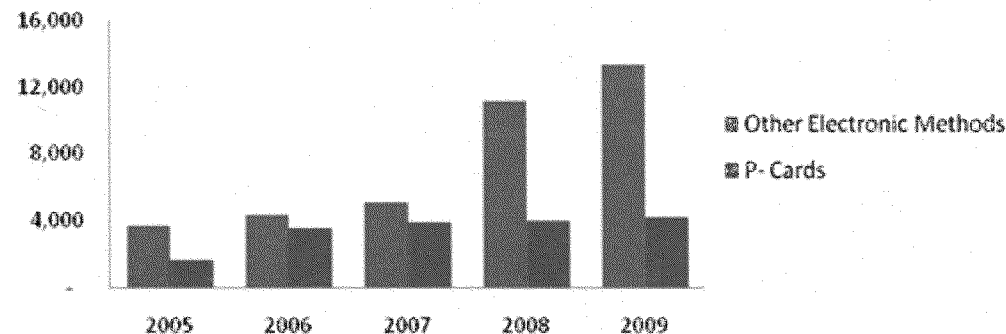


Multnomah
County Oregon
Auditor's Office

AP Invoices and Payments Electronic Payments - Trends

- Total use of electronic payments has grown substantially between fiscal year 2005 and 2009 (an increase of 266%). In fiscal year 2009, 142 vendors used some form of electronic payment.
- The use of P-cards is also considered best practice. Although P-cards more than doubled from fiscal year 2005 to 2006, growth since then has been small.

Electronic Payment Methods (Fiscal Years 2005 - 2009)





Multnomah
County Oregon
Auditor's Office

AP Invoices and Payments Checks

- Although the number of checks has declined by 16% from fiscal year 2005 to 2009, they still represent the primary method of paying county vendors.
- Departments flag invoices in the system that will require special handling for check printing and distribution. In fiscal year 2009:
 - 65% of the AP checks had no special handling (these were simply printed and mailed)
 - 18% of the AP checks required enclosures before mailing
 - 17% of the AP checks were separated to be distributed to departments by interoffice mail or to be picked up at central AP

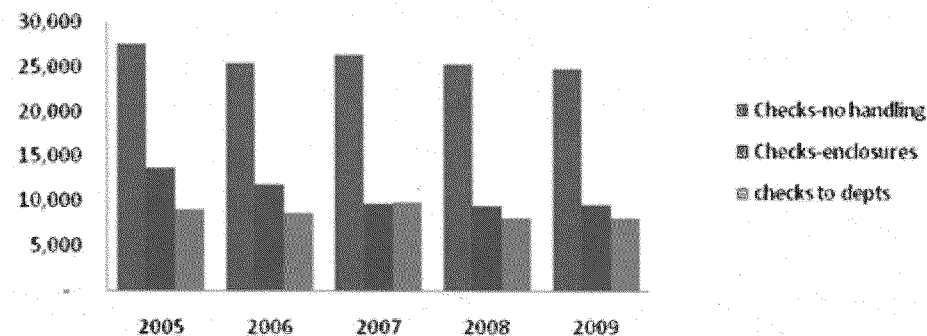


Multnomah
County Oregon
Auditor's Office

AP Invoices and Payments Checks (continued)

- Between fiscal years 2005 and 2009, the total number of checks decreased 16%
 - The number of checks requiring no additional handling decreased 9%
 - The number of checks requiring enclosures decreased 35%
 - The number of checks distributed to departments decreased 12%

Checks by payment type (Fiscal Years 2005 - 2009)

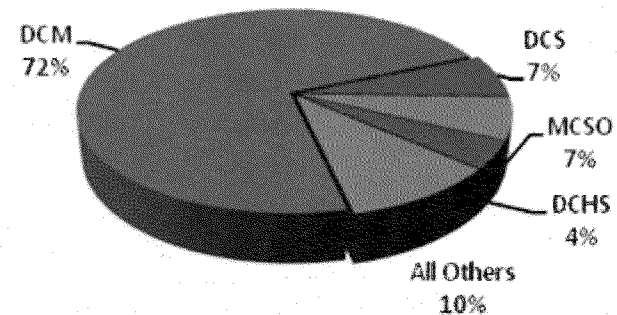




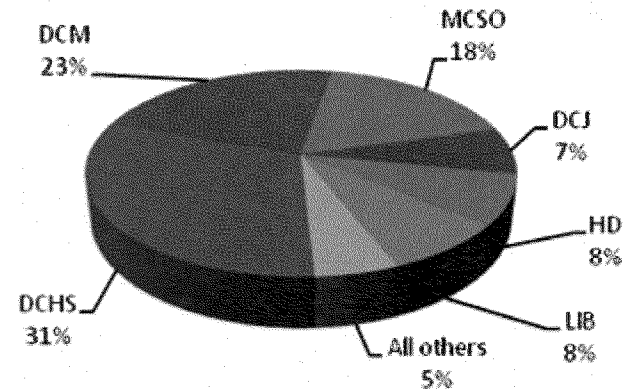
AP Invoices and Payments Checks (continued)

- Checks requiring enclosures for fiscal year 2009
 - DCM is largest at 72%
 - DCS was 7%, MCSO 7%, DCHS 4%
- Checks distributed to departments for fiscal year 2009
 - Largest were DCHS 31%, DCM 22%, MCSO 18%
 - Other departments made up the remaining 28%

Payments Requiring Enclosures
Fiscal Year 2009



Checks to Departments
Fiscal Year 2009





Multnomah
County Oregon

Auditor's Office

Accounts Payable Audit June 2010 Supplementary Trends and Charts

Part III AP Testing

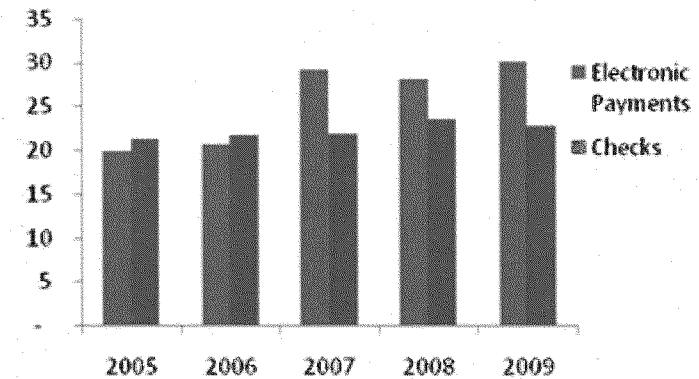


AP Testing

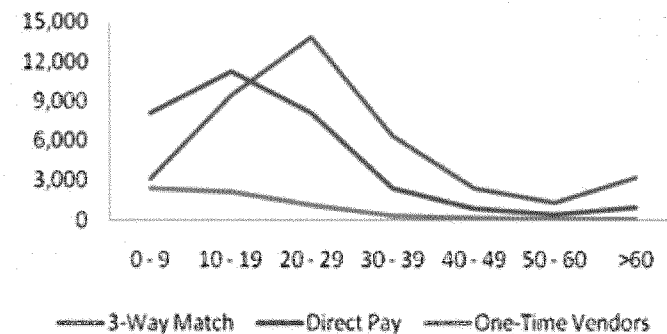
Days-to-Payment – Fiscal Year 2009

- Average days to payment has increased from 21 days in fiscal year 2005 to 24 days in fiscal year 2009
- In fiscal year 2009 checks averaged 23 days and electronic payments averaged 30 days.
- In fiscal year 2009 days-to-payment for all AP checks was:
 - Less than 10 days - 17%
 - Less than 20 days - 47%
 - Less than 30 days - 76%
 - 30 or more days - 24%
- We have no recommendations relating to days-to-payment for checks or electronic payments

Average days to payment (Fiscal years 2005 - 2009)



Days to Payment (Fiscal Year 2009)



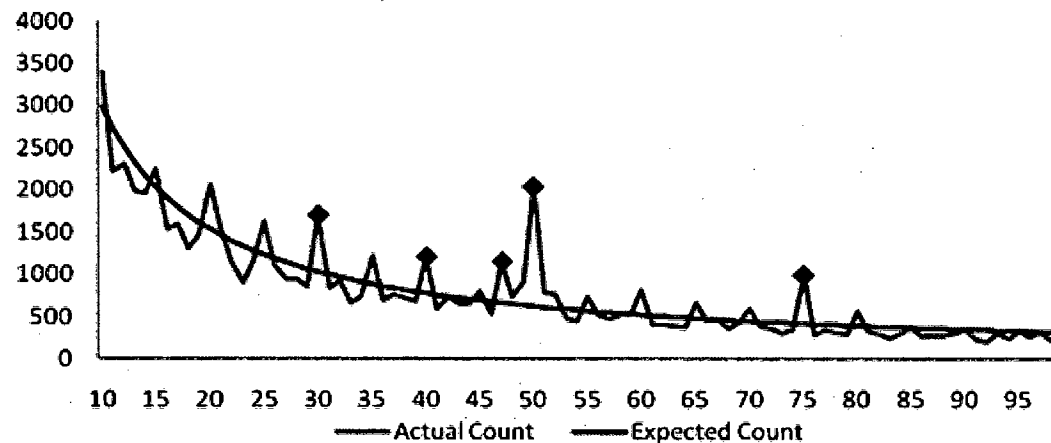


Multnomah
County Oregon
Auditor's Office

AP Testing Benford's Analysis

- Benford's law predicts the occurrence of a number of expected digits in a large amount of data. This analysis is often used to identify transactions more likely at risk for duplicate payments.
- Next slide has list of payments which exceed the expected numbers: 30's, 40's, 47's, 50's, 75,s.
- We have provided management with a more detail list of types of AP transactions which might warrant closer monitoring.

Benford Analysis - General AP invoices FY2009





Multnomah
County Oregon
Auditor's Office

AP Testing Benford's Analysis (continued)

Dollar Values	Number of Invoices	Vendor Name
\$30.00	290	EMANUEL HOSPITAL & HEALTH CTR
\$30.00	33	GOODWILL INDUSTRIES
\$30.40	30	ALSCO
\$300.00	15	MULTNOMAH COUNTY CIRCUIT COURT
total 30x	368	accounts for 54% of the variance from expected ratio
\$4.01-\$4.05	77	CARQUEST AUTO PARTS
\$40.00	56	ARTISAN DENTAL LAB
\$40.00	39	PROVIDENCE LIFELINE PROGRAM
\$40.19-\$40.85	66	QWEST
\$400.00	15	COMPREHENSIVE OPTIONS FOR DRUG
total 40x	253	accounts for 58% of the variance from expected ratio
\$47.50	608	OREG ST OF 4TH JUDICIAL COURT
total 47x	608	accounts for 100% of the variance from expected ratio
\$5.00	18	OLSON PHARMACY SERVICES
\$50.46	41	various veterinary clinics
\$50.46	162	VERIZON SELECT SERVICES INC
\$50.00	45	WB SPRAGUE CO INC
\$500.00	578	MULTNOMAH COUNTY CIRCUIT COURT
\$500.00	17	PEGASUS SOCIAL SERVICES
\$5,000.00	38	MULTNOMAH COUNTY CIRCUIT COURT
total 5x	899	accounts for 63% of the variance from expected ratio
\$75.00	21	GATEWAY CARE & RETIREMENT CNTR
\$75.00	49	WB SPRAGUE CO INC
\$75.69	196	VERIZON SELECT SERVICES INC
\$750.00	62	MULTNOMAH COUNTY CIRCUIT COURT
\$753.20	30	DEPAUL INDUSTRIES
total 75x	358	accounts for 62% of the variance from expected ratio



Multnomah
County Oregon

Auditor's Office

AP Testing Duplicate Payments

- SAP prevents duplicate invoices from being entered into the system based on vendor number, document date, and invoice number.
 - We tested all years based on these criteria and found no exceptions
 - However, risk for duplicate payments exist because:
 - Some vendors are paid using multiple vendor numbers
 - Some vendors are paid using a vendor number, as a one-time vendor or as P-card purchase
 - System checks are ineffective when invoice numbers are changed by users accidentally or deliberately
 - Most controls to prevent duplicate payments are at the department level



Multnomah
County Oregon

Auditor's Office

AP Testing Duplicate Payments

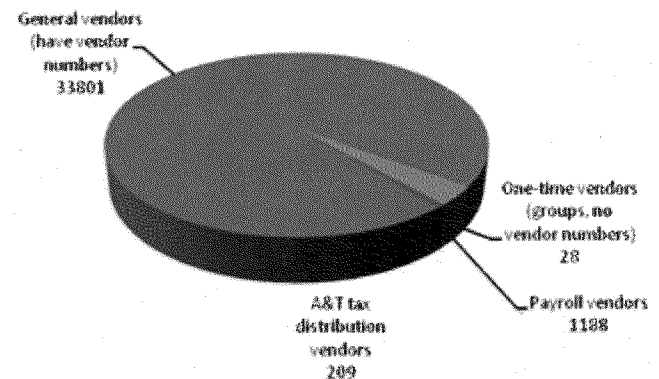
- RECOMMENDATION:
 - Report Recommendation #4(b)
 - Department management should review and document their processes and internal controls:
 - a) For check handling and disbursement and the need for inserts mailed with checks.
 - b) That would prevent duplicate payments.



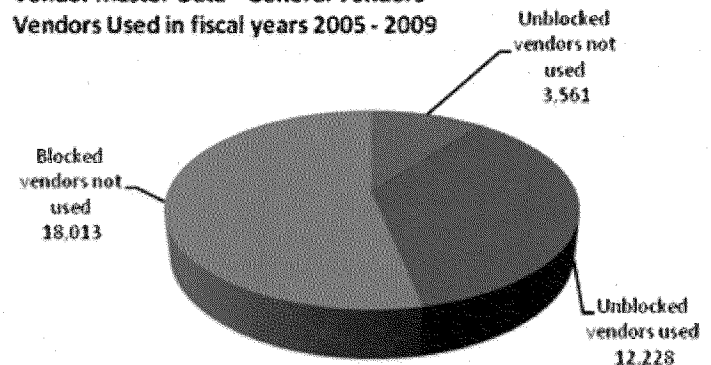
AP Testing Vendor File Analysis

- In our review of vendor master records, we included only general vendors and those that were not blocked from use.
- Vendor master data is maintained separately from central AP which is a best practice.
- Vendor master data:
 - 14,722 (44%) of the general vendors were used during the last five fiscal years
 - 15,519 (46%) were blocked from use
 - 3,561 (10%) unblocked vendor numbers were not used during this period.

Vendor Master Data - All Vendors as of February 2010



Vendor Master Data - General Vendors
Vendors Used in fiscal years 2005 - 2009





Multnomah
County Oregon
Auditor's Office

AP Testing Vendor File Analysis (continued)

- Duplicate vendor master records for vendors that were not blocked for use.
 - Duplicate names: we found 941 vendor names with more than one vendor number, of these 103 had three or more vendor numbers. These duplicates were exact name matches and did not include the variations in names (for example "VALLEY RIVER INN" and "VALLEY RIVER INN THE")
 - Duplicate addresses: we found 1445 duplicate addresses, only 166 of these were duplicate vendor names
 - Duplicate tax ID numbers: we found 1926 duplicate tax ID numbers, only 564 of these were duplicate vendor names



Multnomah
County Oregon
Auditor's Office

AP Testing Vendor File Analysis (continued)

- Information of type of vendor business is useful for:
 - Purchasing analysis
 - Risk analysis by type of vendor
 - Analysis for electronic payment candidates
- Only 55% of the general vendors which were not blocked for use had an indication of type of business.
- Next slide provides a listing of the number of general vendors by type of business for vendors that not blocked for use.



Multnomah
County Oregon
Auditor's Office

AP Testing Vendor File Analysis (continued)

Vendor Master (General Section) Type of Business	Count	Vendor Master (General Section) Type of Business	Count
	7,195	LABORATORY SERVICES	19
ACCOUNTING / AUDIT	2	LOCAL TRANSPORTATION (CABS)	7
ADVERTISING	89	LODGING	107
AMBULANCE SVS	2	M	1
ATTORNEY FEES/LEGAL	71	MANAGEMENT & CONSULTING SVC	962
BEHAVIORAL HEALTH	64	NON EMPLOYEE REIMB	166
CHILD CARE PROVIDER (BABYSIT)	106	NURSING SERVICES	43
CLINIC	29	PETTY CASH REIMBURSEMENTS	144
COUNTY CONSTRUCTION CONTRACTS	66	PHYSICIAN SERVICES	184
COURT RELATED (CRT REPORTERS)	26	PUBLIC GUARDIAN NON TAXABLE P	87
DECEASED WORKERS WAGES	4	REGISTRATION	412
DENTAL SERVICE PROVIDERS	54	RENT	2,572
DENTAL SERVIDE PROVIDERS	2	RESPIRE	5
DUES AND SUBSCRIPTIONS	222	RESPIRE CARE	406
EMPLOYEE REIMBURSEMENT	1,180	REVENUE CONTRACTS ONLY	1
EMPLOYMENT TEMP SERVICES	48	SETTLEMENT PAYMENT	8
ENTERTAINMENT	582	UTILITIES	49
GARNISHMENTS	2	VETERINARIAN	102
GOVERNMENTAL AGENCIES	623	VOLUNTEER TRAVEL	112
HOSPITAL SVS	77	Totals	15,832
INTER LIBRARY LOANS	1	45% of vendors have no business designation	



Multnomah
County Oregon

Auditor's Office

AP Testing Vendor File Analysis (continued)

- RECOMMENDATION:
 - Report Recommendation #2
 - Central accounts payable should work with purchasing and departments to better manage and clean up vendor master files including removal of duplicate vendors and unused vendors.



Multnomah
County Oregon
Auditor's Office

AP Testing EDI Candidates

- Changes in how vendors are paid:
 - From fiscal year 2005 to 2009:
 - The percentage of payments by check decreased from 91% to 71%
 - The percentage of payments made electronically increased from 9% to 29%
 - Number of vendors:
 - 142 vendors were paid by electronic payments rather than by check in fiscal year 2009.
 - Use of P-cards:
 - Increased 121% between fiscal years 2005 and 2006
 - Increased 17% between fiscal years 2006 and 2009



Multnomah
County Oregon

Auditor's Office

AP Testing EDI Candidates (continued)

- RECOMMENDATIONS:
 - Report Recommendation #1 – Central accounts payable should continue efforts to convert vendors to electronic payments as follows:
 - (a) Focus efforts on vendors that require additional check handling and those that have a high volume of payments.
 - (b) Review use of P-cards and expand to the fullest extent possible.



Multnomah
County Oregon

Auditor's Office

AP Testing Top Vendor Analysis

- Analysis of an organization's top vendors provides information useful for purchasing and contracting.
 - To possibly negotiate better contract terms.
 - To better understand where the organization's dollars are being spent.
 - To target efforts for electronic payments.
- The next slide has a short list of some of the county's top vendors for fiscal year 2009.
 - We have provided a longer list to management showing spending for top vendors over the last five years.
 - We have no audit findings or recommendations for this part of our analysis.



Multnomah
County Oregon
Auditor's Office

AP Tests

Top Vendors Over \$1 million (fiscal year 2009)

VENDOR NAME	FY09 in millions
CASCADIA BEHAVIORAL HLTHCARE INC	16.2
CENTRAL CITY CONCERN	10.1
LIFEWORKS NORTHWEST	7.5
CARDINAL HEALTH INC	7.3
VOLUNTEERS OF AMERICA INC	6.9
MORRISON CHILD & FAMILY SERVICES	5.9
PORTLAND GENERAL ELECTRIC (TU)	5.5
CAREMARK	4.5
COMPREHENSIVE OPTIONS FOR DRUG	4.0
PORTLAND IMPACT INC	3.5
DE PAUL TREATMENT CENTERS INC	3.2
METROPOLITAN FAMILY SERVICE	3.2
PORTLAND GENERAL ELECTRIC 4438	2.9
INGRAM LIBRARY SERVICES	2.9
ARAMARK	2.7
IRCO IMMIGRANT AND REFUGEE	2.7
OR TECHNICAL ASSIST CORP (OTAC)	2.7
ACUMEN FISCAL AGENT LLC	2.6
TRILLIUM FAMILY SERVICES INC	2.4
VERIZON SELECT SERVICES INC	2.3
JANUS YOUTH PROGRAMS INC	2.3
BUCKAROO THERMOSEAL INC	1.9
LUKE DORF INC	1.9
SELF ENHANCEMENT INC	1.8

VENDOR NAME (continued)	FY09 in millions
BRCP/UNICO LINCOLN LLC	1.8
NEIGHBORHOOD HOUSE INC	1.7
LOAVES & FISHES CTR INC	1.6
CATHOLIC CHARITIES	1.6
PORTLAND HABILITATION CENTER INC	1.5
PORTLAND ADVENTIST MED CTR	1.5
REHN & ASSOCIATES	1.5
NW NATURAL GAS	1.4
PACIFIC POWER & LIGHT COMPANY	1.4
NATIVE AMERICAN REHABILITATION	1.4
ASAP SOFTWARE	1.4
OREGON COMMUNITY HLTH INFORMATION	1.3
ALBERTINA KERR CENTERS	1.2
OUTSIDE IN	1.2
MIDWEST TAPE	1.1
RICHART FAMILY INC	1.1
BEECHER CARLSON INSURANCE AGENCY LL	1.1
PORTLAND CITY OF WATER BUREAU	1.0
IKON OFFICE SOLUTIONS INC	1.0
NEW AVENUES FOR YOUTH INC	1.0
DEPAUL INDUSTRIES	1.0
FIRST AMERICAN TITLE INSURANCE COMP	1.0



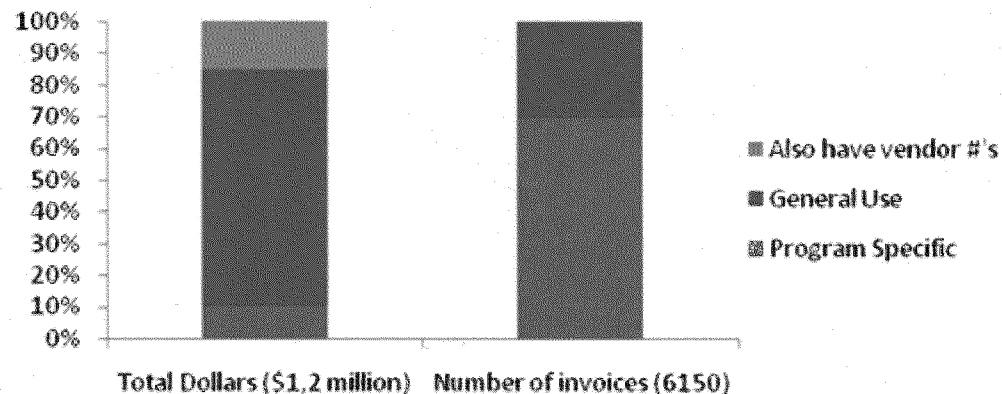
Multnomah
County Oregon
Auditor's Office

AP Tests

Compliance Test – One Time Vendors

- In fiscal year 2009 one-time vendors made up 7% of the total AP invoices, but only \$1.2 million dollars
 - 15% of the dollars (\$188,000) went to specific vendors. These vendors also had payments as direct pay and may be at risk for duplicate payments.
 - 75% of the dollars (\$929,000) was for specific categories such as dues, registrations, publications, and employee reimbursements. Departments are not following county guidelines in their use of these one-time vendors.
 - 10% of the dollars (\$128,000) were for limited program uses.

One-time Vendors (Fiscal Year 2009)



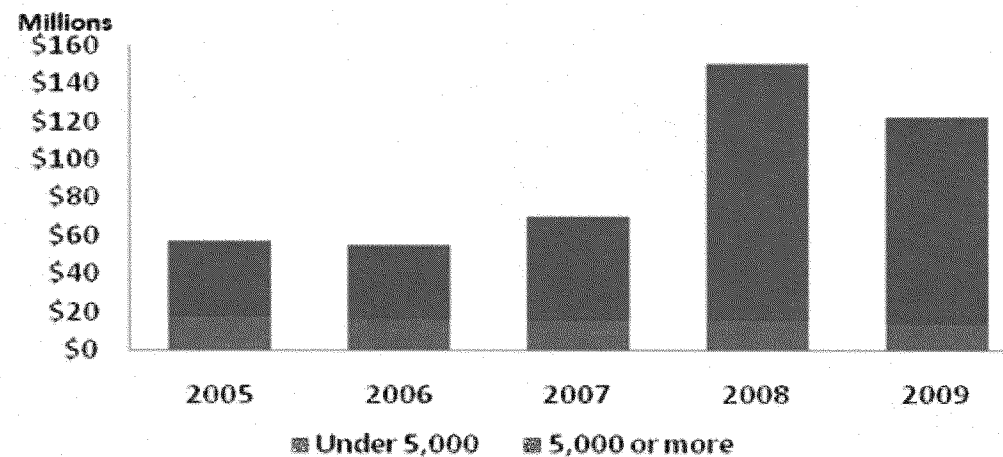


AP Tests

Compliance Test – Direct Pay

- In fiscal year 2009:
 - 201 vendors had at least one direct pay invoice over \$5,000 and
 - 482 vendors had direct pay invoices totaling over \$5,000
 - 499 vendors were paid by both direct pay and 3-way match
- County rules have exceptions to the \$5,000 limitation for direct pay. We have provided management with a list of these vendors for additional review to determine if the transactions are in compliance with county rules.

Direct Pay Invoices Total Dollars (fiscal years 2005-2009)





Multnomah
County Oregon
Auditor's Office

AP Tests Compliance Test

- **RECOMMENDATIONS:**

- Report Recommendation #3 – The county's chief finance officer and accounts payable manager should review the use of direct payment invoices and contracting rules and one-time vendors to:
 - a) Revise guidelines for one-time vendors and clarify contracting rules and exceptions for use of direct pay invoices.
 - b) Increase monitoring compliance with the county's rules and guidelines for direct pay invoices and one-time vendors.



Multnomah
County Oregon

Auditor's Office

Appendix AP Data Source

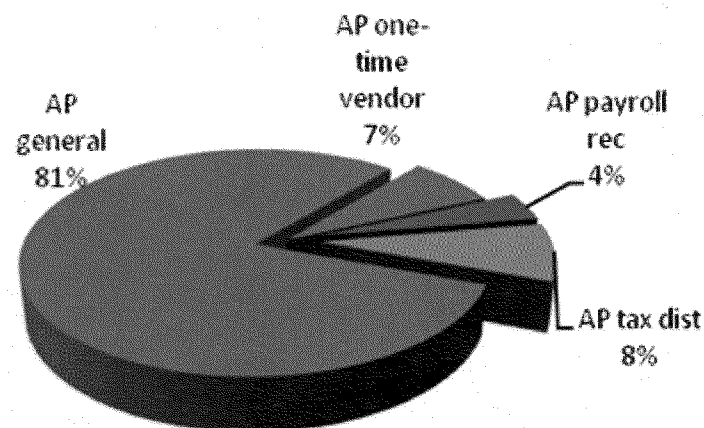
- Data for this review are from SAP tables for the period including five fiscal years, based on the fiscal year of the clearing document, from 2005 to 2009
 - BSAK – cleared accounts payable 867,139 records
 - PAYR – check register 382,238 records
 - LFA1, LFB1 and LFBK – vendor master tables (data was as of the end of December 2009)
 - BKPF – accounting document header 2,663,992 records
 - PA0001 and PA0105 HR organization and communication master tables



Multnomah
County Oregon
Auditor's Office

Appendix AP Data Source (continued)

- Accounts payable for our analysis:
 - Includes general ledger accounts 70000 (AP General) and 70100 (AP one time); does not include general ledger accounts 70110 (AP payroll) or 70120 (AP tax distribution)
 - Includes clearing document numbers beginning with 94xxxxxx; excludes all other document number ranges
 - Includes only transactions which have a "payment method"





Multnomah
County Oregon
Auditor's Office

Appendix

AP Data Source (continued)

- We categorized and analyzed the AP data by document types as follows:
 - AP invoices include document types KR and RE (excludes posting key 21 – credits)
 - KR – direct pay
 - RE – three way match
 - AP payments includes document type ZP
 - Credits and adjustments includes document types AB, KA, KG, KZ, RA, Z1, Z9, ZY and document types KR or RE if the posting key is 21
 - P-card transactions include document type KB and KC



Multnomah
County Oregon

Auditor's Office

Appendix Audit Methodology

- We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.
- This report provides supplementary charts and trends for our written report "Accounts Payable Audit – Data analytics show generally strong system, but room for improvement" issued on June 28, 2010, which can be obtained on our web site at www.co.multnomah.or.us/auditor



Multnomah
County Oregon
Auditor's Office

Summary of Recommendations

- 1 Continue efforts to convert vendors to electronic payments.
 - (a) Focus on vendors requiring additional check handling and high volume of payments
 - (b) Expand use of P-cards
- 2 Better manage and update vendor master files
- 3 Review use of direct payment invoices and one-time vendors
 - (a) Revise guidelines and clarify rules
 - (b) Increase monitoring
- 4 Departments review internal controls:
 - (a) For prevention of duplicate payments
 - (b) Over check disbursements
- 5 Consider benefits for SAP imaging and workflow



Multnomah
County Oregon

Auditor's Office

Management's Response Summary

- Letter June 16, 2010 from Mindy Harris, Interim Department Director & Chief Financial Officer and Mark Campbell, Interim Director Finance & Risk Management
- Finance and Risk Management is continuing to pursue several initiatives that will address the recommendations noted in your report.
 - Accounts Payable Manager will be assigned ownership of vendor master data.
 - Management will continue to strengthen compliance on one-time vendors and direct pay type invoices, and will review and update Administrative Procedures and other operating procedures.
 - Management supports your recommendation to implement imaging and business workflow to improve controls and efficiency.



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (short form)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 7/22/2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-2
Est. Start Time: 9:45 am

Agenda Title:	Multnomah County Adopts the East Portland Action Plan as a guide and as a participatory and advocacy tool for community stakeholders
----------------------	---

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

Requested Meeting Date:	<u>July 22, 2010</u>	Amount of Time Needed:	<u>15 minutes</u>
Department:	<u>Non Departmental</u>	Division:	<u>Shiprack</u>
Contact(s):	<u>Allyson Spencer</u>		
Phone:	<u>503-988-5126</u>	Ext:	<u>x 85126</u>
Presenter(s):	<u>I/O Address: 503/6</u> <u>Allyson Spencer – Commissioner Shiprack’s office; Lore Wintergreen – EPAP advocate; Mary Li - MDCHS; others</u>		

General Information

1. What action are you requesting from the Board?

Adoption of Resolution

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

The East Portland Action Plan (EPAP) acknowledges community strengths and supports existing efforts, while looking strategically at opportunities to improve livability and at policies to address some of the challenges facing East Portland. The EPAP committee was convened by the City of Portland, Multnomah County, and now Senator Merkley for the specific task of providing “leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability for neighborhoods in the East Portland neighborhood area.”

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

Staff will incorporate work on EPAP as appropriate

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

As people and services continue to move east, the East Portland Action Plan will assist Multnomah County in strategic planning for that area.

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

The East Portland Action Plan was developed by the community for the community. Over an eight month process with the City of Portland Bureau of Planning and Sustainability, 268 action items were identified. For full process summary and timeline visit <http://www.portlandonline.com/shared/cfm/image.cfm?id=214221>

ATTACHMENT A

Required Signatures

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



Date: _____

Budget Analyst: _____

Date: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Adopting the *East Portland Action Plan*

The Multnomah County Board of Commissioners Finds:

- a. Much of the East Portland area east of Interstate 205 was annexed to Portland from unincorporated Multnomah County during the 1980s-1990s with a substantial lack of urban infrastructure.
- b. The 2007 *East Portland Review* describes the existing conditions, needs and trends of the East Portland area and highlights: significant infill development in single- and multi-dwelling areas; a loss of trees and landscape character; increasing population growth and diversity; pockets of increasing poverty; unmet local neighborhood commercial and business opportunities; lack of public facilities and infrastructure (such as streets without sidewalks, a lack of safe pedestrian crossings, and undeveloped parks); lack of geographically dispersed social services; limited north-south and off-peak transit service; and concerns about public safety.
- c. The *East Portland Review* found that the East Portland study area, comprising roughly one-quarter of Portland's total population, is experiencing population growth at a rate substantially greater than the City of Portland overall, and experiencing a greater increase in racial and ethnic diversity at a faster rate than the City of Portland overall.
- d. The *East Portland Review* found that the number of neighborhoods in East Portland with income levels at or above the citywide median is declining. All of the elementary schools in the area have over 50% of their students eligible for free and reduced-price lunch -- with some as high as 90%.
- e. The City of Portland initiated the *East Portland Action Plan*, in partnership with Multnomah County, in December 2007 as a means to address some of these issues by identifying short-term opportunities to improve livability, as well as long-term strategies to address some of the challenges facing East Portland.
- f. The *East Portland Action Plan* process included an East Portland Action Plan Committee composed of: East Portland residents and businesspeople; elected officials from Multnomah County, Portland and Metro; representatives from the City of Portland, Multnomah County, Parkrose School District, TriMet and the Oregon Department of Transportation (ODOT); and representatives of local non-profit organizations.
- g. The East Portland Action Plan Committee endorsed the Recommended *East Portland Action Plan* in July 2008 as a document that articulates aspirations for East Portland and specific ideas for actions to improve community livability.
- h. The *East Portland Action Plan* was adopted by the City of Portland in February 2009.
- i. Several *East Portland Action Plan* strategies and actions are within the scope of the Multnomah County mission.

The Multnomah County Board of Commissioners Resolves:

1. Multnomah County adopts the attached *East Portland Action Plan* (December 2008) and appendices with the intention that the report and action plan will guide the Multnomah County Board of Commissioners in the course of decision-making related to services and projects in East Portland.
2. Multnomah County encourages other government entities and agencies such as the City of Portland, the Portland Development Commission, TriMet, Metro, the State of Oregon, David Douglas, Parkrose, Portland Public, Centennial and Reynolds School Districts to use the *East Portland Action Plan* as a guide to their own actions and activities in the East Portland area.
3. Multnomah County encourages non-profit agencies, community development corporations, neighborhood associations, business associations, and other organizations working in East Portland to use the *East Portland Action Plan* as a guide to their own actions and activities in the East Portland area.

ADOPTED this 22nd July 2010.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

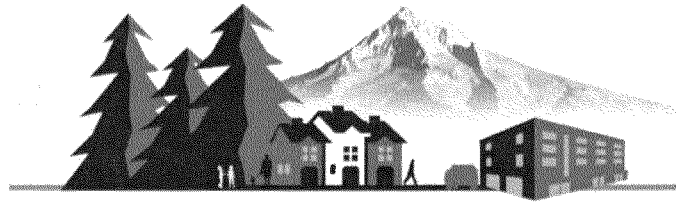
Jeff Cogen, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

SUBMITTED BY:
Commissioner Judy Shiprack, District 3



EAST PORTLAND ACTION PLAN

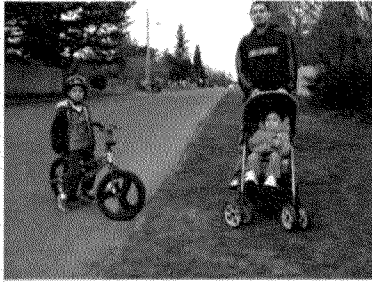
Multnomah County Executive Summary

The East Portland Action Plan (EPAP) acknowledges community strengths and supports existing efforts, while looking strategically at opportunities to improve livability and at policies to address some of the challenges facing East Portland. The EPAP committee was convened by the City of Portland, Multnomah County, and now U.S. Senator Jeff Merkley, for the specific task of providing "leadership and guidance to public agencies and other entities on how to strategically address community-identified issues and allocate resources to improve livability for neighborhoods in the East Portland Neighborhood Office (EPNO) coalition area."



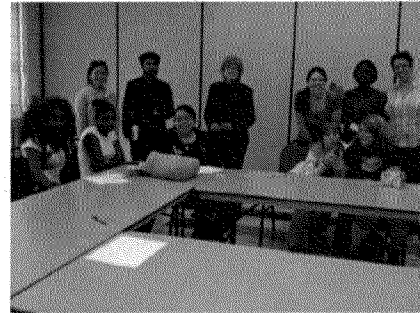
East Portland – generally east of Interstate 205, is a changing community that is home to 28% of the City of Portland population. Some of the fastest growing neighborhoods in the City of Portland are in East Portland and this growth is creating a transition from a suburban and semi-rural environment into a more urban community. People are moving to the area in part because of the supply of existing and new affordable housing and the reputation for high quality schools. Racial, ethnic, and cultural diversity has increased in recent years (surpassing that of other areas of Portland), offering exciting opportunities and the challenge of inclusive multilingual and cultural community building.

Unfortunately, this rapid growth is straining the area resources: lack of sidewalks; insufficient road ways; inadequate community services; need for localized commercial main streets; and underdeveloped school facilities. The design and quality of new housing is sometimes inconsistent with the desired neighborhood character and livable environments for families. Parks and green space are less prevalent than in other parts of Portland and established facilities are often sorely underdeveloped.



To address the need for East Portland improvements will require creative thinking and action specific to this area that has developed differently and at times separately from the remainder of the City (e.g. sidewalks were historically not required with development; increased housing costs in inner-Portland have lead to displacement of families to the more affordable neighborhoods of East Portland).

We need YOU to make the improvements identified in the East Portland Action Plan become real in our community! A copy of the complete 51-page or 25-page abbreviated EPAP document can be found at: www.eastportlandactionplan.org



Don't ask what the Action Plan can do for you; decide that you will work with us to make the actions and strategies become a reality. The **East Portland Action Plan group meets every fourth (4th) Wednesday of the month at 6:30 PM in the David Douglas School District Office, Board Room at 1500 SE 130th Ave.** (130th at SE Market between Division and Stark). Food is provided and with one week notice, childcare and language interpretation will be arranged. Lore Wintergreen, EPAP staff Advocate, can be reached at: 503.823.4035 or lore.wintergreen@portlandoregon.gov.



To help ensure equal access to City programs, services and activities, the City of Portland will reasonably modify policies/procedures and provide auxiliary aids/services to persons with disabilities. Call 503-823-4000 or the City's TDD at 503-823-6868, or the Oregon Relay Service at 1-800-735-2900 with such requests no less than five (5) business days prior to the event.

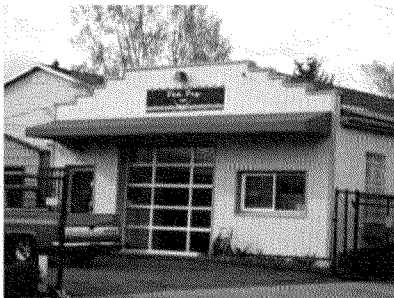
East Portland Action Plan

Together we can make the identified improvements become real:

The Action Plan was developed by the community for the community. Over an eight month process with the City of Portland Bureau of Planning and Sustainability, 268 action ideas were identified. The result contains **Strategies** and **Actions** that provide guidance and direction to public agencies, non-profit organizations, businesses and individuals to address the opportunities and challenges facing East Portland. **Funding for future actions will be determined based on agency and community priorities and budget allocations made available through your advocacy.**

We have already shown success:

- Four targeted graffiti removal days in neighborhoods east of I-205
- \$50,000 distributed in East Portland through the EPAP Grants Program
- The Oregon Department of Transportation (ODOT) used federal stimulus funds for new lighting on the I-205 multi-use path and got a \$416,436 grant to partner with Friends of Trees to "green" the corridor by planting hundreds of trees.
- EPAP representatives are now on several City of Portland Budget Advisory Committees, influencing how and where Portland's money is spent.
- The following EPAP prioritized Action Plan items were funded by the City of Portland (to be eligible for "shovel ready" funding, a plan needs to be approved):



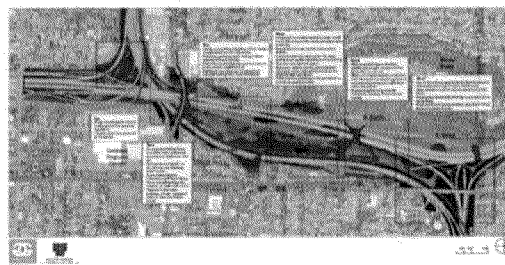
Expanded storefront improvement program for businesses (\$115,000)



Implemented Safe Routes to School + Traffic Safety improvements (\$60,000)



Planning for 122nd Ave. to create a more convenient, walkable neighborhood (\$30,000)



Planning "Gateway Green" (I-205/I-84) development of public space (\$45,000)



\$50,000 initiated a Powell Blvd. Improvement planning project that was matched by a \$330,000 ODOT grant



Hired an EPAP Advocate to support project implementation (\$125,000)

East Portland Action Plan

Actions and Strategies

The following are strategies identified in the East Portland Action Plan – each strategy includes a set of action items to be addressed by **Multnomah County** (when MC is the lead agency, it is designated in the left-hand column).

HOUSING AND DEVELOPMENT POLICY

HD.4 *Review and assess public policies and incentives for housing development*

HD.4.1	Explore policies and mechanisms to address timing and funding of services when development occurs (including schools, parks, streets, etc).
HD.4.3	Review and assess housing development tax abatement benefits and impacts in East Portland; consider adjustments as warranted.

COMMERCIAL AND MIXED USE

CM.2 *Promote vital and healthy multi-use commercial areas*

CM.2.3	Scope projects and support pedestrian infrastructure improvements in business districts.
CM.2.7	Develop public spaces and community uses in commercial areas.

TRANSPORTATION

T.1 *Improve transit service throughout East Portland*

T.1.1	Develop prioritized list for improvements to existing transit stops.
T.1.2	Study potential to increase north-south lines and improve frequency of transit service to serve far East Portland neighborhoods.
T.1.3	Explore opportunities for expanded transit service and improved connections between East Portland neighborhoods and Columbia Corridor employment areas.
T.1.7	Expand City of Portland and TriMet partnership linking sidewalk improvements with transit stop improvements.

T.2 *Increase safety and convenience of walking throughout east Portland*

T.2.1	Prioritize East Portland schools for Safe Routes to School sidewalk and crossing improvements. (see T.7.1)
T.2.2	Study, identify and scope funding for pedestrian crossing safety improvements on Glisan, Halsey, Stark, Division, 122nd, and Foster.
T.2.3	Review policies and procedures to ensure pedestrian improvements concurrent with all new development.
T.2.4	Review policy: prioritize adding sidewalk connections over expanding/widening existing connections.

T.3 *Increase safety and accessibility of bicycling in East Portland*

T.3.3	Develop complete and more well-defined bike system plan for East Portland; consider/incorporate safety innovations such as divided bike lanes, "bike boxes", path systems.
T.3.4	Improve and promote Springwater Corridor trail as commuting route; consider adding trailheads/parking.

T.3.5	Provide bike outreach info with East Portland focus.
T.3.6	Assess bike safety issues in key areas - Mall 205, Lents, and Division Street; implement improvements.

T.4 *Improve safety and multi-modal function of arterial and collector streets throughout East Portland*

T.4.2	Implement Powell Boulevard Safety Improvements: 122nd Avenue to 136th Avenue.
T.4.7	Develop and implement safety improvement plans for collectors adjacent new development areas: 117th and 136th Avenues.
T.4.10	Initiate Sandy Boulevard street improvement planning; consider TGM grant to begin process.
T.4.15	Advocate to make improvements to Powell Boulevard (US 26) east of I-205 a regional priority.

T.5 *Improve the unimproved local streets in East Portland*

T.5.1	Develop best practices pilot project to accelerate local street improvements; explore funding options, design standards, criteria for qualification.
T.5.2	Develop information and outreach campaign to residents along unimproved streets to increase participation in Local Improvement Districts (LIDs).
T.5.3	Evaluate and modify policy and administration for building sidewalks on public streets during development process (address waiver of remonstrance issue).
T.5.4	Study and develop an alternative street standard for local streets in East Portland.

T.6 *Improve connectivity in East Portland*

T.6.1	Develop a complete and more well-defined future street plan for East Portland.
T.6.2	Develop priorities for decision-making on transportation improvements; consider connections to parks/open space/schools, "green street" design, public safety needs.
T.6.3	Initiate a Powellhurst-Gilbert connectivity and urban form study. (see H.6.3)
T.6.5	Institute policy and develop plan to provide accessible transportation options (sidewalks, streets, connections) for people with physical disabilities.
T.6.6	Acquire property and develop streets in Central Gateway.

T.7 *Foster equity in transportation decisions and services*

T.7.1	Prioritize East Portland schools in "safer routes to school" funding and implementation. (see T.2.1)
T.7.2	Identify and prioritize East Portland street improvement projects.
T.7.3	Prioritize transportation safety improvements at high-crash intersections.
T.7.6	Study impact of Urban Growth Boundary expansion on future traffic on Foster Road, Powell Boulevard and other key streets. Develop regional funding approach for necessary improvements.

PARKS AND OPEN SPACE

P.1 Increase schools/parks joint use facilities in East Portland

P.1.1	Expand partnerships between school districts and Portland Parks to increase joint use and expand recreation opportunities.
P.1.2	Develop and implement a school/parks master plan for key opportunity locations.
P.1.3	Explore partnership opportunities to create and sustain "community-center" activities at key schools.

P.2 Improve existing parks in East Portland

P.2.1	Seek private funding partnerships for parks improvements, including foundation grants, donations, etc.
P.2.2	Develop and improve facilities at East Portland parks that are currently undeveloped.
P.2.3	Improve Lents Park sports fields to optimize play time and children safety.
P.2.4	Expand community gardens throughout East Portland parks; continue partnerships with farmers markets and Oregon Food Bank.
P.2.5	Improve facilities that support multi-modal access to parks: bike storage, ADA-compliant and convenient paths, transit orientation.
P.2.6	Increase number of skate parks and other teen-oriented facilities at East Portland parks.
P.2.7	Prioritize funding for development of unimproved park spaces: Beech, Clatsop, Parklane, Eastridge, and East Holladay.

P.3 Improve existing trails in East Portland

P.3.1	Plan and develop Springwater Trailhead facilities at key locations.
P.3.2	Fill gaps and extend the Columbia Slough Trail.
P.3.3	Fill gaps and extend the Marine Drive Trail.
P.3.4	Explore feasibility of a mountain bike area on Powell Butte to reduce conflict with hikers/walkers.

P.4 Develop new parks and community facilities in facility-deficient areas throughout East Portland

P.4.1	Identify and fund a "community-built park" as per VisionPDX: pilot program in East Portland.
P.4.2	Study the need for an additional community center in East Portland.
P.4.3	Develop a community facility and/or outdoor pool in East Portland.
P.4.4	Continue planning and promotion of "Gateway Green" open area.
P.4.5	Purchase land for park development; prioritize neighborhoods with parks deficiency.
P.4.6	Consider and develop 'small-site' park standards and plan for East Portland.
P.4.7	Continue and expand installing park improvements on Water Bureau properties.
P.4.9	Prioritize acquisition and development of parks in existing underserved areas or where significant residential development is anticipated: Gateway, Powellhurst/Gilbert, MAX station areas.

P.5 Develop new multi-use trails and green corridors

P.5.1	Identify streets that can provide north-south connections for linear parkways that combine bike trails and walkways (such as 139th Avenue).
P.5.2	Develop the Sullivan's Gulch trail.

P.6 Create access to and develop facilities for water bodies

P.6.1	Develop a low-cost paddling facility near the I-205 bridge to access Government Island.
P.6.2	Consider, plan, and develop launch points along Johnson Creek.
P.6.3	Create access to Fairview Lake/Mud Lake for light watercraft.
lead	
P.6.4	Develop access/easement plan to maintain access to Columbia slough and river as area develops.

NATURAL AREAS AND ENVIRONMENT

NA.1 Improve environmental function of urbanized areas and mitigate impacts

NA.1.3	Develop standards to maximize application of "green streets" to serve multiple neighborhood objectives: stormwater management, pedestrian safety, green space.
NA.1.4	Develop Citywide Tree Code initiative to address tree code and development issues.
NA.1.5	Expand school composting program.

NA.3 Increase public access to natural areas

NA.3.2	Develop opportunities for increased public access to BES/City-owned properties for passive recreation.
NA.3.3	Purchase land in the Lava Domes area to begin "Forest Park East."
NA.3.4	Support Zenger Farm outreach and wetland restoration programs.
NA.3.5	Develop and implement East Portland natural areas public education program to increase awareness and use (where appropriate).

NA.4 Attain environmental equity in East Portland

NA.4.1	Increase active and passive recreation space on par with citywide recreation space and best practices standards.
NA.4.2	Require incorporation of environmental sustainability practices for all projects receiving public funding.

ECONOMIC DEVELOPMENT AND WORKFORCE TRAINING

EC.1 Develop and implement a comprehensive economic development plan and policy agenda

EC.1.1	Undertake a comprehensive assessment of East Portland's strengths, weaknesses, opportunities and threats for economic development, including work skills profiles.
EC.1.4	Develop an advocacy agenda for promoting economic development in East Portland. Identify opportunities to influence public policy, planning, and funding decisions that affect economic development and investment in the area.

EC.4 Increase and promote workforce training and employment opportunities for East Portland residents

EC.4.2	Develop and build relationships between business community and other community organizations for mentoring, skill building, fundraising and development.
EC.4.3	Develop clearing house/program to connect East Portland residents with workforce training and education programs that lead to career track, living wage jobs.
EC.4.4	Develop a comprehensive plan to train, place and advance East Portland residents in career track, living wage jobs.
EC.4.5	Connect East Portland residents to family-wage employment outside of the area by identifying and removing barriers, such as limited transportation options.

EDUCATION INFRASTRUCTURE AND PROGRAMS

L.2 Increase availability of youth-focused programs

L.2.1 lead	Encourage needs-based funding for SUN schools - prioritize where indicators warrant resources (i.e., poverty).
L.2.2	Start "Mentor East" campaign with a focus on recruiting local seniors. Create alliance with other organizations such as Big Brother/Big Sister organizations to increase mentoring, especially within minority communities.
L.2.4 lead	Increase funding to after-school programs such as Boys and Girls Club, Police Activities League, etc.
L.2.5 lead	Increase access to community-based youth athletics; reduce barriers such as registration fees.
L.2.6	Develop a teen center in East Portland.

L.3 Strengthen stability and quality of East Portland K-12 schools

L.3.2 lead	Develop connections between high school students and higher education and workforce development, such as SUN schools' business consultants.
L.3.3 lead	Create a County service provider forum to develop student "wraparound" services plan for East Portland.

L.4 Increase the academic success of East Portland K-12 students

L.4.1	Include East Portland youth in education planning activities.
L.4.2	Identify at-risk students and develop targeted services, alternate education opportunities through community colleges.

L.7 Increase parental involvement in and access to public K-12 schools

L.7.1	Identify issues and develop program to reduce cultural barriers to school/parent interaction.
L.7.2	Provide bi-lingual, bi-cultural staff at schools with large immigrant populations to serve as parent involvement coordinators and liaisons.

L.8 Increase community library services and facilities

L.8.1 lead	Study library service needs and develop plan to increase branch Library services for underserved parts of East Portland.
L.8.2 lead	Explore restoring the library at Parkrose High School.

L.8.3 lead	Add book drops, activity center or small scale "storefront" or branch libraries to broaden service in the area.
---------------	---

PUBLIC SAFETY

PS.1 *Develop a public safety "messaging" program to increase community policing efforts*

PS.1.1	Increase community reporting of livability crimes through non-emergency phone number: Multi-lingual "It's OK to Call" campaign.
PS.1.2	Increase and broaden domestic violence outreach through culturally-specific messaging campaign.
PS.1.3	Expand community policing outreach to engage non-English/ethnic/minority and faith communities.
PS.1.4	Institute a "311" phone system that allows residents to place a single phone call for information and services.

PS.3 *Expand availability of gang preventions programs and equitable allocation of resources toward such programs*

PS.3.1	Audit resource allocation for gang prevention in East Portland - adjust based on findings.
PS.3.2	Increase resources for gang prevention focus on East Portland.
PS.3.3	Continue and expand inter-jurisdictional partnerships to ensure borderless crime-fighting.

PS.4 *Increase comprehensive, sustained graffiti prevention and clean-up programs*

PS.4.2	Use Multnomah County Corrections work crews for graffiti and garbage cleanup as appropriate.
PS.4.5	Develop youth fundraising and graffiti clean-up program - provide seed money to community groups for monthly clean-ups.

PS.6 *Increase public safety through design and physical improvements*

PS.6.1	Audit street lighting levels in key neighborhood crime "hot spots"; Identify needed improvements.
PS.6.2	Conduct Crime Prevention Through Environmental Design (CPTED) assessments for key high crime business districts; identify needed improvements including sidewalks.
PS.6.3	Make safety and aesthetic improvements along the Springwater Corridor, especially at trailheads.

HOUSING ASSISTANCE AND SAFETY NET SERVICES

SN.1 *Assist in stabilizing low income residents/families*

SN.1.1	Increase energy assistance for low income residents in East Portland.
SN.1.2	Pilot a rent assistance program to assist families to remain in one home throughout the school year.
SN.1.4 lead	Increase funding and outreach for home maintenance assistance to low income homeowners.
SN.1.5 lead	Develop new and expand existing weatherization grants program to fund energy efficiency upgrades in exchange for guaranteed rents.

SN.1.6 lead	Support safe, convenient, and cost-effective childcare throughout East Portland.
SN.1.7	Increase services for single, homeless adults in East Portland.

SN.3 *Increase support for independent elderly and disabled people*

SN.3.1	Create a good neighbor program through block captains, tailored to reach out to elderly and disabled residents.
SN.3.2 lead	Provide funding assistance for seniors to make energy efficiency upgrades.

SN.4 *Establish 'resident activities coordinators' at multi-family dwellings*

SN.4.1	Institute policy requiring ongoing provision of coordinator for publicly-financed housing properties.
SN.4.2	Develop mechanism to require or provide incentives for the hiring of a coordinator at existing multi-family housing, public and private.
SN.4.3	Develop recreation and interaction activities for younger multi-family housing residents.

SN.5 *Provide life skills training and education opportunities for East Portland residents*

SN.5.1	Institute the Portland Police Bureau's Project Clean Slate in East Portland and fund on an on-going basis.
SN.5.2	Develop an outreach program to parents to educate them on their rights to advocate for their children.
SN.5.3	Expand availability of English language learning and civics education classes for parents.

SN.6 *Promote healthy communities in East Portland*

SN.6.1 lead	Use Health Impact Assessments to evaluate and mitigate impacts of the built environment on public health in East Portland.
SN.6.2 lead	Increase information about health clinics in East Portland.
SN.6.3	Expand participation in schools/parks Summer Lunch Program.

COMMUNITY BUILDING

CB.2 *Empower and engage East Portland residents and businesses in civic decision-making*

CB.2.2	Host Elected Officials week or Leaders Forum in East Portland.
CB.2.3	Develop and hold leadership and civic engagement classes/programs for East Portland citizens to build capacity for participating in lobbying, advocacy, board participation, partnerships, etc.
CB.2.4	Develop an ongoing program to assess and improve East Portland's participation in City and County policy making and budget setting activities.

CB.4 *Create community gathering places in East Portland to increase community identity and pride*

CB.4.4	Support East Portland as the location for a citywide Multicultural Center.
--------	--

CB.6 *Strengthen and increase participation in neighborhood services*

CB.6.2	Develop and implement outreach program to residents typically underrepresented in East Portland neighborhood associations: renters, youth, disabled, diverse race and ethnicities, etc.
--------	---

CB.6.3	Create an advocate position to seek funding for livability improvements, neighborhood associations and groups.
--------	--

EQUITY

EQ.1 *Foster and equitable distribution of public resources for East Portland*

EQ.1.2 lead	Initiate county audit of resource allotment in East Portland - tax contribution/ use and service needs alignment.
----------------	---

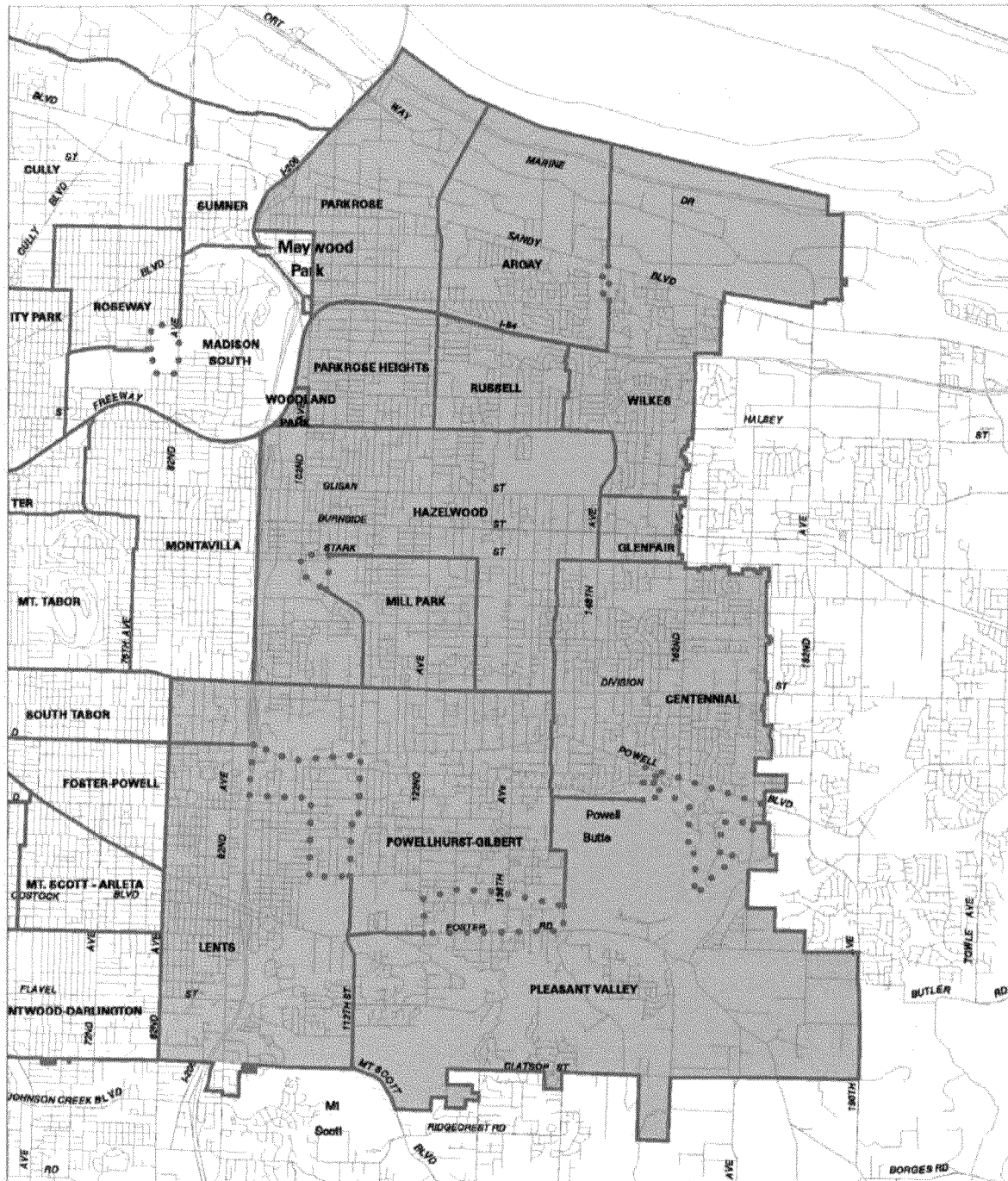
EQ.2 *Foster regional equity in the distribution of affordable housing*

EQ.2.1	Explore ways to balance regional affordable housing supply and promote fair share for different parts of Portland.
--------	--

EQ.3 *Implement Actions in the East Portland Action Plan*

EQ.3.1	Create an ongoing group to monitor EPAP progress and advocate for action.
EQ.3.2	Annual review of agency budgets vis a vis EPAP priorities.

EAST PORTLAND NEIGHBORHOOD OFFICE



————— Neighborhood Boundary
 Overlapping Boundary
 July 07, 2006



Scale: 1" = 8100'
 0' 2650' 5100' 7680'

City of Portland
 Office of Neighborhood Involvement and
 Bureau of Planning



East Portland Action Plan (EPAP)

**Multnomah County
July 22, 2010**

East Portland Action Plan (EPAP)

- **Partnership between the City of Portland and Multnomah County**
- **Convened by**
 - **Former Mayor Tom Potter**
 - **Former Chair Ted Wheeler**
 - **Senator Jeff Merkley**



Charge

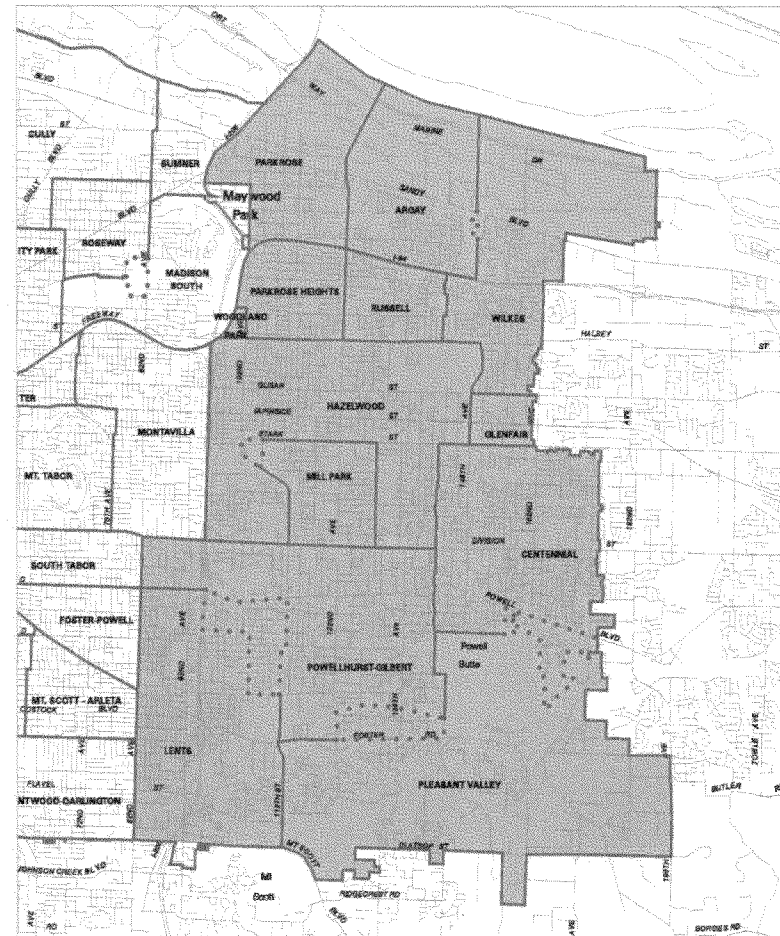
Look strategically at

- **near-term opportunities to improve livability**
- **long-term strategies to address challenges**



East Portland Action Plan

EAST PORTLAND NEIGHBORHOOD OFFICE



Neighborhood Boundary
Overlapping Boundary
July 07, 2006



Scale 1" = 8100'
0 3300' 6600' 9900'

City of Portland
Office of Neighborhood Involvement and
Bureau of Planning

July 22, 2010

Principles

Principles for improved livability that underlie the plan

- Mitigate Negative Trends**
- Attain and Sustain Equity**
- Build on Community Assets and Connections**
- Capitalize on East Portland's Place in the Region**

Existing Conditions - General

- **28% of Portland's population + growing**
- **More racially diverse than Portland overall**



Existing Conditions - General

- Higher percentage of children and seniors
- Increasing poverty outpaces Portland overall



Existing Conditions - Education

Schools are challenged

- 40% of Portland students
- Increased enrollment
(some at capacity)
- Multiple languages
- As high as 72% Free
and Reduced Lunch
- 1 library serving area



Existing Conditions – Health

Infrastructure and service improvements need to accommodate growth and community health

- **sidewalks**
- **pedestrian/bicycle crossings**
- **bicycle facilities**
- **local streets and connectivity**
- **transit service and facilities**



Existing Conditions - Transportation



Existing Conditions - Economic

- **Economic investment is required to create family-wage jobs**
- **Safety is an increasing community concern**



Existing Conditions - Development

- **Significant residential development**
 - 33% of Portland's new multifamily units 1996-2006
 - 49% of Portland's new single family units 1996-2006

- **Development design quality is lacking and creates neighborhood livability impacts**



Existing Conditions – Parks + Health

Increased households create greater demand for developed parks and recreation spaces to meet health + livability needs



Parklane Park 2010



EPAP Committee

2007 Conveners

Tom Potter
Ted Wheeler
Jeff Merkley

Participating Members

Community Members
Business People
Non-Profit Representatives
Agency Reps
School District Reps
Elected Officials

In 2010

- General meetings average 36 participants
- 10 Committees with topic specific members
- 14 Issue Representatives

Technical Advisors

City of Portland
Multnomah
County
Tri-Met
ODOT
Metro



Process

268 EPAP Action Items categorized into Strategies

Housing Assistance + Safety Net Services

Education

Public Safety

Community Building

Equity

Transportation

Parks + Open Space

Economic Development + Workforce Training

Natural Areas + Environment

Public Infrastructure + Utilities

Housing + Development Policy

Commercial + Mixed Use



Success

\$50,000 Powell Blvd. street improvement planning – matched with \$330,000 ODOT grant



East Portland Action Plan

July 22, 2010

Success

Storefront improvements - \$115,000

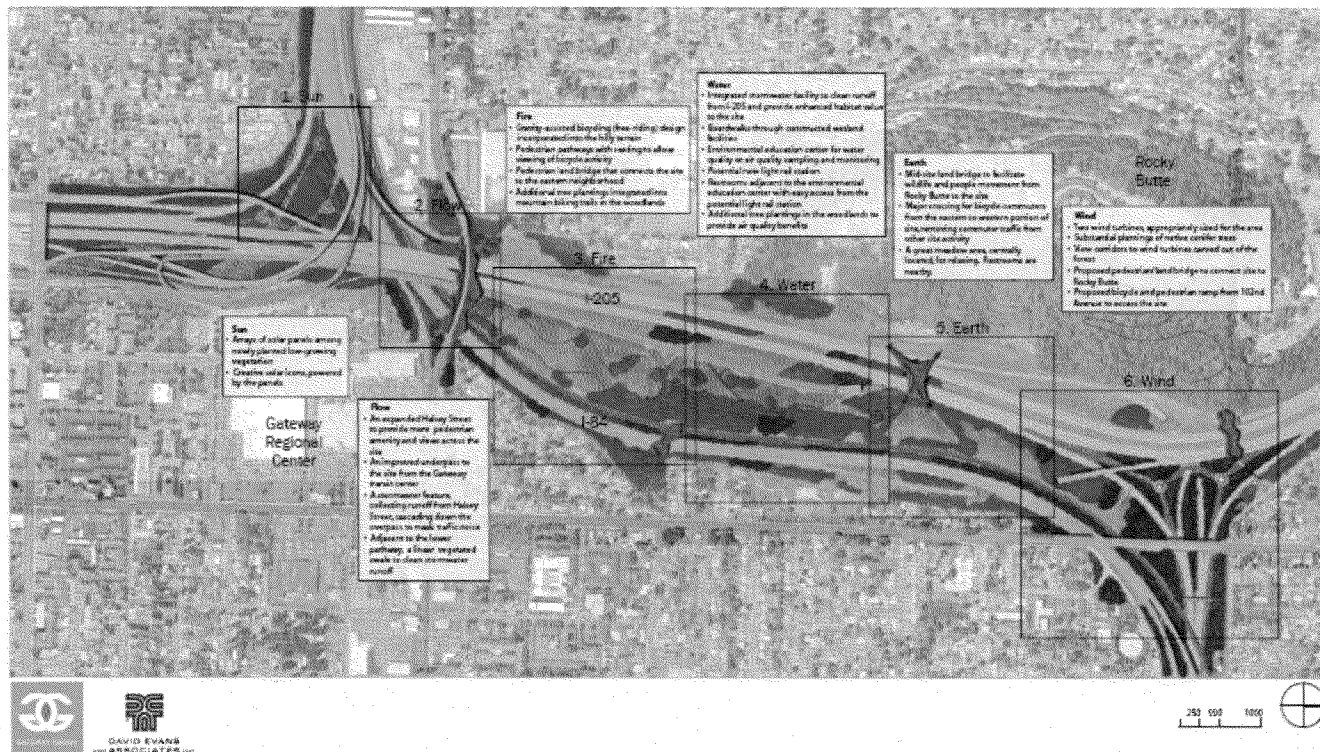


East Portland Action Plan

July 22, 2010

Success

Planning and promotion of “Gateway Green” open area - \$45,000



Success

\$30,000 initiated the 122nd Ave. Pilot Project to test new land use concepts:

- Land development
- Design
- Transportation + connectivity
- Services



East Portland Action Plan

July 22, 2010

Success

\$60,000 for Safer Routes to School sidewalk and crossing improvements



East Portland Action Plan

July 22, 2010

Successes

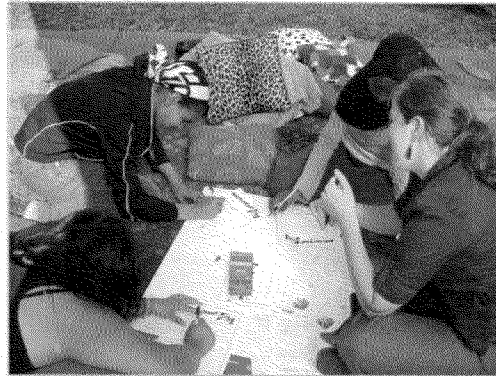
- 4 targeted graffiti removal days in neighborhoods east of I-205
- \$50,000 distributed in East Portland through the EPAP Grants Program
- The ODOT used federal stimulus funds for new lighting on the I-205 multi-use path and got a \$416,436 grant to partner with Friends of Trees to “green” the corridor.
- EPAP representatives are now on several City of Portland Budget Advisory Committees, influencing how and where Portland’s money is spent.



Implementation

\$125,000 to fund an EPAP Advocate position to:

- Advocate with agencies
- Seek grant funding for EPAP actions
- Staff ongoing EPAP Committee
- Initiate or manage projects including outreach efforts and community building



East Portland Action Plan

July 22, 2010

Requested Commission Action

Adopt the East Portland Action Plan *(Resolution)*

- **Guide for department and agency work programs**
- **Touchstone for projects and budgets**
- **Advocacy tool for East Portland stakeholders**
- **Participate on the Technical Advisory Team**



Multnomah County Partnership

EPAP
Thanks You



East Portland Action Plan

July 22, 2010



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST CONTINGENCY REQUEST

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only - REVISED

Meeting Date: 7/22/2010
Agenda Item #: R-3
Est. Start Time: 10:00 AM

BUDGET MODIFICATION: MCSO - 01

Agenda Title: BUDGET MODIFICATION MCSO - 01 requesting General Fund Contingency Transfer to the Sheriff's Office in the amount of \$242,609 and the District Attorney's Office in the amount of \$196,034 for the Kyron Horman Investigation. The total contingency request is \$438,643. As amended by the Board of County Commissioners on July 22, 2010.

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>July 22, 2010</u>	Amount of Time Needed:	<u>10 minutes</u>
Department:	<u>Sheriff's Office/District Attorney</u>	Division:	<u>Enforcement/Administration</u>
Contact(s):	<u>Wanda Yantis (MCSO) & Scott Marcy (DA) 503-988-3863, I/O Address 101/600</u>		
Phone:	<u>503-988-4455</u>	Ext.	<u>84455</u>
	I/O Address:		<u>503/350</u>
Presenter(s):	<u>Sheriff Dan Staton, District Attorney Mike Schrunk, Lieutenant Ned Walls</u>		

General Information

1. What action are you requesting from the Board?

Appropriation of \$242,609 in general fund contingency to the Sheriff's Office which will support 4 months of investigator overtime (July through October) of the ongoing Kyron Horman investigation as well as a one year limited duration investigative technician position. The District Attorney's appropriation of \$196,034 will support one limited duration Deputy DA 3 and one limited duration Investigator to help backfill through the remainder of the fiscal year.

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

The Multnomah County Sheriff's Office is leading the ongoing investigation for Kyron Horman, a 7 year old student of Skyline Elementary School who disappeared from the school on Friday, June 4. To date this investigation has generated over 3000 leads that fill up 38 four inch binders which continually need to be followed up on as this case continues. Additionally we have subpoenaed 200 sets of records each record can generate from 10 pages to hundreds of pages of paper records. Both



MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST
CONTINGENCY REQUEST

(revised 12/31/09)

REVISED R-3 FOR YOUR FILE
Reviewed & Approved
by County Attorneys 7/22/2010

Board Clerk Use Only - REVISED

Meeting Date: 7/22/23010

Agenda Item #: R-3

Est. Start Time: 10:00 AM

BUDGET MODIFICATION: MCSO - 01

Agenda Title: **BUDGET MODIFICATION MCSO - 01 requesting General Fund Contingency Transfer to the Sheriff's Office in the amount of \$242,609 and the District Attorney's Office in the amount of \$196,034 for the Kyron Horman Investigation. The total contingency request is \$438,643. As amended by the Board of County Commissioners on July 22, 2010.**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>July 22, 2010</u>	Amount of Time Needed:	<u>10 minutes</u>
Department:	<u>Sheriff's Office/District Attorney</u>	Division:	<u>Enforcement/Administration</u>
Contact(s):	<u>Wanda Yantis (MCSO) & Scott Marcy (DA) 503-988-3863, I/O Address 101/600</u>		
Phone:	<u>503-988-4455</u>	Ext.:	<u>84455</u>
		I/O Address:	<u>503/350</u>
Presenter(s):	<u>Sheriff Dan Staton, District Attorney Mike Schrunk, Lieutenant Ned Walls</u>		

General Information

1. What action are you requesting from the Board?

~~Appropriation of \$242,609 in general fund contingency to the Sheriff's Office which will support 4 months of investigator overtime (July through October) of the ongoing Kyron Horman investigation as well as a one year limited duration investigative technician position. The District Attorney's appropriation of \$196,034 will support one limited duration Deputy DA 3 and one limited duration Investigator to help backfill through the remainder of the fiscal year.~~

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

~~The Multnomah County Sheriff's Office is leading the ongoing investigation for Kyron Horman, a 7 year old student of Skyline Elementary School who disappeared from the school on Friday, June 4. To date this investigation has generated over 3000 leads that fill up 38 four inch binders which continually need to be followed up on as this case continues. Additionally we have subpoenaed 200 sets of records each record can generate from 10 pages to hundreds of pages of paper records. Both~~

~~of these items will be the full-time work of a lead investigator, two detectives and an investigative technician. This contingency request provides the overtime funding of these positions for four months, at which time we will come back to the Board to discuss the progress on the case and what additional resources may be necessary. The limited duration investigative technician position is budgeted for one year to aid in filling the position. If the investigation were to conclude during this time then the limited duration position would also end.~~

The District Attorney's Office has invested substantial resources during the search and investigation phases of the Kyron Horman disappearance. With a dozen staff and well over 1,200 man-hours through July 9th, the office is in it for the long haul. But this does take much needed resources away from working other cases that routinely come into the DA Office. If and when an arrest is made the continues for the DA Office through the trial and penalty phases and will also require resources to coordinate the thousands of documents associated with the case. The office is asking for one limited duration Deputy DA 3 and one limited duration Investigator to help backfill through the remainder of the fiscal year.

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

~~This contingency request would increase funding for program offer 60066 MCSO Detectives. The duration for this investigation is unknown at this time and It is planned that the Sheriff and the District Attorney will provide a status update to the Board in October.~~

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

None.

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

The search and investigation for Kyron Horman has to date involved over 42 agencies and has received extensive local and national media coverage.

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).

Not applicable.

- What budgets are increased/decreased?

The Sheriff's Office Detectives cost center 601640 is increased by \$242,609.

The District Attorney's Office cost centers 151301 and 15051 are increased by \$196,034.

The County Risk Fund cost center 705210 is increased by \$64,708. \$35,256

- What do the changes accomplish?

For the Sheriff's Office, this request would provide overtime funding of a lead investigator and 2 detectives as well as a one year limited duration investigative technician. And for the DA's Office, this request would provide funding for a one year limited duration Deputy DA 3 and for a one year limited duration DA Investigator.

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

For the Sheriff's Office, a one year limited duration investigative technician will be hired. And for the DA's Office, a one year limited duration Deputy DA 3 and a one year limited duration DA Investigator.

- If a grant, is 100% of the central and department indirect recovered? If not, please explain why.

Not applicable.

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

Not applicable.

- If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?

Not applicable.

Contingency Request

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

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

The disappearance of Kyron Horman occurred after the FY 2011 budget was submitted.

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

Our entire detective team is has been involved with this case and most are actively working on it.

This funding will provide for the overtime and FTE expenses that are required.

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

Since we are in the first month of the new fiscal year and do not have actual expenses posted yet, the current year spending is projected at 100% of the budgeted appropriation. The investigation costs were unanticipated at the time of budget submission and this is our first opportunity to inform the Board of the expected expenditures and the need for contingency funding. ~~Any Sheriff's Office under spending in the current fiscal year budget is already earmarked to be applied to the FY11 mid-year budget process addressing the announced State revenue shortfall.~~

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

There is no anticipated payback to the contingency account and ongoing funding (if needed) will be requested through contingency.

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

There was a FY 2010 year end contingency request for \$500,000 approved by the Board on June 17th which was not used and returned to the general fund at year end.

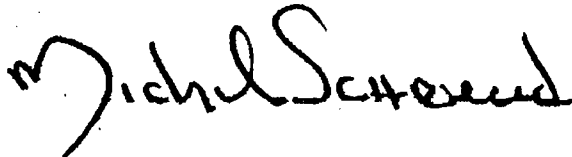
NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet. If it is a General Fund Contingency Request a memo from the Budget Office must be submitted.

ATTACHMENT B

BUDGET MODIFICATION: MCSO - 01

Required Signatures

Elected Official or
Department/
Agency Director:



Date: 7/22/2010



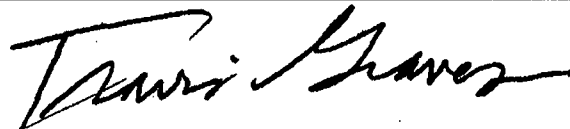
7/22/2010

Budget Analyst:



Date: 7/22/2010

Department HR:



Date: 7/22/2010

Countywide HR:

Date: _____

Budget Modification ID: **MCSO-01****EXPENDITURES & REVENUES**

AS AMENDED BY THE BOARD OF COUNTY COMMISSIONERS ON JULY 22, 2010

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

Budget/Fiscal Year: 2011

Line No.	Fund Center	Fund Code	Program #	Func. Area	Internal Order	Accounting Unit Cost Center	WBS Element	Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1							SHERIFF'S OFFICE PORTION			0			
2	49	4000		20		9500001000		60470		(242,609)	(242,609)		CGF Contingency
3										0			
4	60-50	4000	60066	50			SOOPS.SSS	60000		44,308	44,308		Permanent
5	60-50	4000	60066	50			SOOPS.SSS	60110		112,764	112,764		Overtime
6	60-50	4000	60066	50			SOOPS.SSS	60130		56,085	56,085		Salary-Related
7	60-50	4000	60066	50			SOOPS.SSS	60140		29,452	29,452		Insurance
8										0			
9	72-40	3500		20		705210		50316		(29,452)	(29,452)		Risk Fund
40	72-40	3500		20		705210		60330		29,452	29,452		Risk Fund
11							DISTRICT ATTORNEY'S OFFICE PORTION						
12	19	1000		20		9500001000		60470		(196,034)	(196,034)		CGF Contingency
13										0			
14	15-10	1000				151301	da horman.unitc			73,656	73,656		Permanent
15	15-10	1000				151301	da horman.unitc			22,112	22,112		Salary-Related
16	15-10	1000				151301	da horman.unitc			18,521	18,521		Insurance
17										0			
18	15-10	1000				151051	da horman.investigation			50,000	50,000		Permanent
19	15-10	1000				151051	da horman.investigation			15,010	15,010		Salary-Related
20	15-10	1000				151051	da horman.investigation			16,735	16,735		Insurance
21										0			
22	72-10	3500		20		705210		50316		(35,256)	(35,256)		Risk Fund
23	72-10	3500		20		705210		60330		35,256	35,256		Risk Fund
24										0			
25										0			
26										0			
27										0			
28										0			
29										0			
										0		0	Total-- Page 1
										0		0	GRAND TOTAL



Department of County Management
MULTNOMAH COUNTY OREGON

Budget Office

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

TO: Board of County Commissioners

FROM: Christian Elkin, Principal Budget Analyst

DATE: July 13, 2010

SUBJECT: REVISED General Fund Contingency request of ~~\$242,609 for the Sheriff's Office and~~ \$196,034 for the District Attorney's Office to cover the unanticipated expenses of the search for Skyline Elementary School 2nd grade student Kyron Horman who has been missing since June 4, 2010. (Budget Modification MCSO-01). *Amended by the Board of County Commissioners on July 22, 2010.*

~~The Sheriff's Office is requesting \$242,609 of General Fund contingency be appropriated to cover the unanticipated costs associated with the search for Kyron Horman. The funding will support the full time work of a lead investigator, two detectives and a limited duration investigative technician.~~

The District Attorney's Office is requesting \$196,034 of General Fund contingency be appropriated to fund one limited duration Deputy DA 3 and one limited duration Investigator to help backfill through the remainder of the fiscal year.

Because the investigation is so close to the beginning of the fiscal year both Office's are currently estimating 100% spending for FY 2011. ~~The Sheriff's Office has earmarked any underspending in the current fiscal year to the FY 2011 midyear rebalance to address the state shortfall.~~ The contingency appropriation will be used solely for the costs associated with the search for Kyron and any unused balance will be returned to the General Fund.

General Fund Contingency Policy Compliance

The Budget Office is required to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using the General Fund Contingency.

In particular,

- Criteria 1 states contingency requests should be for one-time-only purposes. If this is not judged to be one-time-only transition funding, the request essentially funds ongoing programs with one-time-only emergency contingency funds. **The request does meet this criterion.**
- Criteria 2 Addresses emergencies and unanticipated situations. **This request does meet this criterion.**

- Criteria 3 addresses items identified in Board Budget Notes. **This item was not identified in the budget notes.**



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST CONTINGENCY REQUEST

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 7-22-2010
LYNDA GROW, BOARD CLERK
AS AMENDED

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-3
Est. Start Time: 10:00 am

BUDGET MODIFICATION: MCSO - 01

BUDGET MODIFICATION MCSO - 01 requesting General Fund Contingency
Transfer to the Sheriff's Office in the amount of \$242,609 and the District
Agenda Attorney's Office in the amount of \$196,034 for the Kyron Horman
Title: Investigation. The total contingency request is \$438,643.

WITHDRAWN
APPROVED

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>July 22, 2010</u>	Amount of Time Needed:	<u>10 minutes</u>
Department:	<u>Sheriff's Office/District Attorney</u>	Division:	<u>Enforcement/Administration</u>
Contact(s):	<u>Wanda Yantis (MCSO) & Scott Marcy (DA) 503-988-3863</u>		
Phone:	<u>503-988-4455</u>	Ext.	<u>84455</u>
	I/O Address:		<u>503/350 and 101/600</u>
Presenter(s):	<u>Sheriff/Dan Staton, District Attorney Mike Schunk, Lieutenant Ned Walls</u>		

General Information

1. What action are you requesting from the Board?

Appropriation of \$242,609 in general fund contingency to the Sheriff's Office which will support 4 months of investigator overtime (July through October) of the ongoing Kyron Horman investigation as well as a one year limited duration investigative technician position. The District Attorney's appropriation of \$196,034 will support one limited duration Deputy DA 3 and one limited duration Investigator to help backfill through the remainder of the fiscal year.

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

The Multnomah County Sheriff's Office is leading the ongoing investigation for Kyron Horman, a 7 year old student of Skyline Elementary School who disappeared from the school on Friday, June 4. To date this investigation has generated over 3000 leads that fill up 38 four inch binders which continually need to be followed up on as this case continues.

Additionally we have subpoenaed 200 sets of records each record can generate from 10 pages to hundreds of pages of paper records. Both of these items will be the full time work of a lead investigator, two detectives and an investigative technician. This contingency request provides the overtime funding of these positions for four months, at which time we will come back to the Board to discuss the progress on the case and what additional resources may be necessary. The limited duration investigative technician position is budgeted for one year to aid in filling the position. If the investigation were to conclude during this time then the limited duration position would also end.

The District Attorney's Office has invested substantial resources during the search and investigation phases of the Kyron Horman disappearance. With a dozen staff and well over 1200 man-hours through July 9th, the office is in it for the long haul. But this does take much needed resources away from working other cases that routinely come into the DA Office. If and when an arrest is made the continues for the DA Office through the trial and penalty phases and will also require resources to coordinate the thousands of documents associated with the case. The office is asking for one limited duration Deputy DA 3 and one limited duration Investigator to help backfill through the remainder of the fiscal year.

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

This contingency request would increase funding for program offer 60066 MCSO Detectives. The duration for this investigation is unknown at this time and it is planned that the Sheriff's Office will provide a status update to the Board in October.

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

None.

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

The search and investigation for Kyron Horman has to date involved over 42 agencies and has received extensive local and national media coverage.

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).

Not applicable.

- What budgets are increased/decreased?

The Sheriff's Office Detectives cost center 601640 is increased by \$242,609.

The District Attorney's Office cost centers 151301 & 15051 are increased by \$196,034.

The County Risk Fund cost center 705210 is increased by \$64,708.

- What do the changes accomplish?

For the Sheriff's Office, this request would provide overtime funding of a lead investigator and 2 detectives as well as a one year limited duration investigative technician. And for the DA's Office, this request would provide funding for a one year limited duration Deputy DA 3 and for a one year limited duration DA Investigator.

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

For the Sheriff's Office, a one year limited duration investigative technician will be hired. And for the DA's Office, a one year limited duration Deputy DA 3 and a one year limited duration DA Investigator.

- If a grant, is 100% of the central and department indirect recovered? If not, please explain why.

Not applicable.

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

Not applicable.

- If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?

Not applicable.

Contingency Request

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

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

The disappearance of Kyron Horman occurred after the FY 2011 budget was submitted.

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

Our entire detective team is has been involved with this case and most are actively working on it.

This funding will provide for the overtime and FTE expenses that are required.

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

Since we are in the first month of the new fiscal year and do not have actual expenses posted yet, the current year spending is projected at 100% of the budgeted appropriation.

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

There is no anticipated payback to the contingency account and ongoing funding (if needed) will be requested through contingency.

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

There was a FY 2010 year end contingency request for \$500,000 approved by the Board on June 17th which was not used and returned to the general fund at year end.

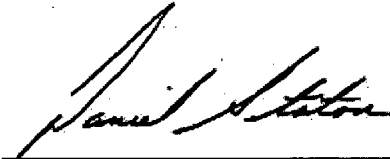
<p><i>NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet. If it is a General Fund Contingency Request a memo from the Budget Office must be submitted.</i></p>
--

ATTACHMENT B

BUDGET MODIFICATION: MCSO - 01

Required Signatures

Elected Official or
Department/
Agency Director:



Date: _____

Budget Analyst:



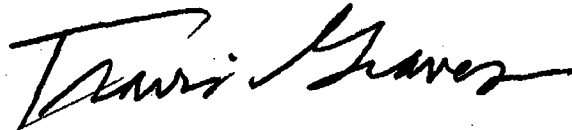
Date: _____

Department HR:



Date: _____

Countywide HR:



Date: _____



Department of County Management

MULTNOMAH COUNTY OREGON

Budget Office

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

TO: Board of County Commissioners

FROM: Christian Elkin, Principal Budget Analyst

DATE: July 13, 2010

SUBJECT: General Fund Contingency request of \$242,609 for the Sheriff's Office and \$196,034 for the District Attorney's Office to cover the unanticipated expenses of the search for Skyline Elementary School 2nd grade student Kyron Horman who has been missing since June 4, 2010. (Budget Modification MCSO-01).

The Sheriff's Office is requesting \$242,609 of General Fund contingency be appropriated to cover the unanticipated costs associated with the search for Kyron Horman. The funding will support the full time work of a lead investigator, two detectives and a limited duration investigative technician.

The District Attorney's Office is requesting \$196,034 of General Fund contingency be appropriated to fund one limited duration Deputy DA 3 and one limited duration Investigator to help backfill through the remainder of the fiscal year.

Because the investigation is so close to the beginning of the fiscal year both Office's are currently estimating 100% spending for FY 2011. The Sheriff's Office has earmarked any underspending in the current fiscal year to the FY 2011 midyear rebalance to address the state shortfall. The contingency appropriation will be used solely for the costs associated with the search for Kyron and any unused balance will be returned to the General Fund.

General Fund Contingency Policy Compliance

The Budget Office is required to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using the General Fund Contingency.

In particular,

- Criteria 1 states contingency requests should be for one-time-only purposes. If this is not judged to be one-time-only transition funding, the request essentially funds ongoing programs with one-time-only emergency contingency funds. **The request does meet this criterion.**
- Criteria 2 Addresses emergencies and unanticipated situations. **This request does meet this criterion.**
- Criteria 3 addresses items identified in Board Budget Notes. **This item was not identified in the budget notes.**

Budget Modification ID: **MCSO-01****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2011

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center	WBS Element						
1							SHERIFF'S OFFICE PORTION			0			
2	19	1000		20		9500001000		60470		(242,609)	(242,609)		CGF Contingency
3										0			
4	60-50	1000	60066	50			SOOPS.SSS	60000		44,308	44,308		Permanent
5	60-50	1000	60066	50			SOOPS.SSS	60110		112,764	112,764		Overtime
6	60-50	1000	60066	50			SOOPS.SSS	60130		56,085	56,085		Salary-Related
7	60-50	1000	60066	50			SOOPS.SSS	60140		29,452	29,452		Insurance
8										0			
9	72-10	3500		20		705210		50316		(29,452)	(29,452)		Risk Fund
10	72-10	3500		20		705210		60330		29,452	29,452		Risk Fund
11							DISTRICT ATTORNEY'S OFFICE PORTION						
12	19	1000		20		9500001000		60470		(196,034)	(196,034)		CGF Contingency
13										0			
14	15-10	1000		50			da horman.unitc	60000		73,656	73,656		Permanent
15	15-10	1000		50			da horman.unitc	60130		22,112	22,112		Salary-Related
16	15-10	1000		50			da horman.unitc	60140		18,521	18,521		Insurance
17										0			
18	15-10	1000		50			da horman.investigation	60000		50,000	50,000		Permanent
19	15-10	1000		50			da horman.investigation	60130		15,010	15,010		Salary-Related
20	15-10	1000		50			da horman.investigation	60140		16,735	16,735		Insurance
21										0			
22	72-10	3500		20		705210		50316		(35,256)	(35,256)		Risk Fund
23	72-10	3500		20		705210		60330		35,256	35,256		Risk Fund
24										0			
25										0			
26										0			
27										0			
28										0			
29										0			
										0	0		Total - Page 1
										0	0		GRAND TOTAL



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

Board Clerk Use Only

Meeting Date: 7/22/2010

Agenda Item #: R-4

Est. Start Time: 10:10 am

Approval Granted to Postpone Indefinitely

Agenda MCSO Intent to apply as part of the Office for Victims of Crime (OVC)
Title: Enhanced Collaborative Model to Combat Human Trafficking Program

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

Requested Meeting Date:	<u>7/22/2010</u>	Amount of Time Needed:	<u>7 minutes</u>
Department:	<u>Sheriff's Office</u>	Division:	<u>Law Enforcement</u>
Contact(s):	<u>Captain Monte Reiser</u>		
Phone:	<u>503-251-2515</u>	Ext.	<u>I/O Address: 313/1</u>
Presenter(s):	<u>Captain Monte Reiser and Wanda Yantis, Fiscal Manager</u>		

General Information

1. What action are you requesting from the Board?

The Sheriff's Office is seeking approval to apply for the "Office for Victims of Crime (OVC) FY 10 Enhanced Collaborative Model to Combat Human Trafficking" grant. The Sheriff and the Board will have an opportunity to accept, reassess program targets, or turn down the funding if the grant is received.

This grant would assist the Oregon Anti-Human Trafficking Task Force (Task Force) in providing enhancements to their current program model. The director of the Task Force, Multnomah County Sheriff's Office deputy Keith Bickford, and Catholic Charities, the Task Force partner agency, have identified areas where program improvements can be made.

The Task Force would like approval to apply for this grant to assist victims of human trafficking, focusing on forced labor victims. Funds would be used for a Program Development Specialist to coordinate service delivery, public service announcements to educate the community on human trafficking, interpreter services, and English as a Second Language (ESL) classes.

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

The U.S. Department of Justice (DOJ) made recommendations, based on focus groups, to update human trafficking task force models for contemporary relevance. This grant will fund up to three Enhanced Collaborative Model Task Force sites that will take a comprehensive approach to combating all forms of trafficking. The maximum requested federal funding for each application may not exceed \$500,000 for a 2-year period.

An area that the DOJ identified and that the Oregon Anti-Human Trafficking Task Force also identified as needing assistance was reaching out to forced labor victims of human trafficking.

With these funds, the Oregon Anti-Human Trafficking Task Force hopes to advance efforts to combat labor trafficking of foreign nationals. A Program Development Specialist would provide expertise to the issue and provide coordination of outreach services. These services include public service announcements on human trafficking, interpreter services for victims and service providers, and ESL classes for victims.

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

Not to exceed \$500,000 from October 1, 2010 to September 30, 2012.

There is a 25% cash or in-kind match requirement for this grant. In-kind expenses may include office space, vehicle expenses, program materials and administrative support.

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

None anticipated.

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

Catholic Charities, a partner in the Oregon Anti-Trafficking Task Force, must also submit an application as a victim service organization. DOJ is seeking separate, but coordinated proposals from law enforcement and victim services organizations. MCSO and Catholic Charities are partner applicants.

ATTACHMENT A

Grant Application/Notice of Intent

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

- **Who is the granting agency?**

The US Department of Justice: Bureau of Justice Assistance (BJA) and Office of Victims of Crime (OVC).

- **Specify grant (matching, reporting and other) requirements and goals.**

There is a 25% cash or in-kind match required.

Performance measure objectives for this program are:

1. Increase the identification of trafficking victims through proactive law enforcement, which is victim-centered and collaborative across levels of government.
2. Increase capacity of law enforcement officers to recognize human trafficking and identify victims through training and public awareness.
3. Provide high quality and timely comprehensive services to victims of human trafficking.
4. Enhance the ability of professionals and key stakeholders within the community to better understand human trafficking and more effectively identify and serve victims.
5. Enhance interagency collaboration and the coordinated community response to victims of trafficking.

MCSO will collect and report performance measure data in support of this grant. MCSO already participates in reporting new human trafficking incidents and updating already reported incidents to the reporting databases HTRS and TIMS. MCSO is also willing to participate in an evaluation of the program if requested by BJA.

- **Explain grant funding detail – is this a one time only or long term commitment?**

This one time only grant is for two years.

- **What are the estimated filing timelines?**

The grant application is due Tuesday, July 27, 2010 by 8:00 p.m. eastern time.

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

October 1, 2010 to September 30, 2012.

- **When the grant expires, what are funding plans?**

If the program is successful, a program offer requesting general funds will be submitted as part of the MCSO budget.

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

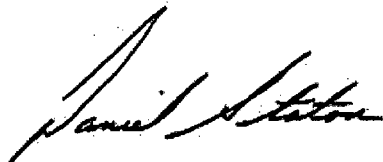
These costs are not included in the grant and will need to be absorbed by the County.

ATTACHMENT B

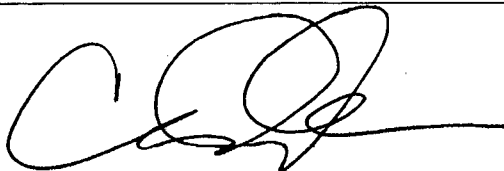
Required Signatures

Elected Official or /s/ Dan Staton
Department/
Agency Director:

Date: 7/12/2010



Budget Analyst



Date: _____



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (long form)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 7/22/2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-5
Est. Start Time: 10:18 am

Agenda Title: MCSO Intent to apply as part of the COPS Hiring Recovery Program (CHRP)

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

Requested Meeting Date:	<u>7/1/2010</u>	Amount of Time Needed:	<u>7 minutes</u>
Department:	<u>Sheriff's Office</u>	Division:	<u>Law Enforcement</u>
Contact(s):	<u>Captain Monte Reiser</u>		
Phone:	<u>503-251-2515</u>	Ext.	<u>I/O Address: 313/1</u>
Presenter(s):	<u>Captain Monte Reiser and Wanda Yantis, Fiscal Manager</u>		

General Information

1. What action are you requesting from the Board?

The Sheriff's Office is seeking approval to apply for the 2010 COPS Hiring Program (CHP) grant. The Sheriff and the Board will have an opportunity to accept, reassess program targets, or turn down the funding if the grant is received.

Last year, the Sheriff's Office submitted an application under the federal stimulus grant COPS Hiring Recovery Program (CHRP), but did not receive funding. The COPS Office has carried the Sheriff's Office application forward and is now considering the Sheriff's Office application for funding under CHP in 2010.

This grant would aid the Sheriff's Office and its partners in addressing County crime issues with a focus on patrol districts west of the Willamette River. The Sheriff's Office is requesting five FTE as part of this grant in order to add a second unit, covering 24 hours a day, 7 days a week in the Westside patrol area.

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

The COPS Hiring Program (CHP) is a grant that provides funding directly to law enforcement

agencies to create and preserve jobs. The grant provides 100% funding for entry-level salaries and benefits of full-time sworn officers for 36 months. The grant includes provisions to revise the entry level salary for step and COLA adjustments for each subsequent year during the term of the contract.

Funding requests are based upon the need for funding new hires, rehires previously laid off, and rehiring those scheduled to be laid off on a future date.

At the conclusion of the federal funding, grantees must retain awarded positions for a minimum of 12 months, budgeted above number that would have existed in the absence of the grant.

This would affect program offer 60063A: MCSO Patrol as this program would increase by the addition of five sworn positions.

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

The impact in FY10-11 is \$417,470 in grant funding.

The impact in FY11-12 is \$438,630 in grant funding.

The impact in FY12-13 is \$459,541 in grant funding.

The impact in FY13-14 is \$521,996 in County general or other funds.

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

Agencies that fail to retain these positions for the 4th year may be ineligible to receive future COPS grants for a period of one to three years.

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

None anticipated.

ATTACHMENT A

Grant Application/Notice of Intent

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

- **Who is the granting agency?**

The US Department of Justice, Office of Community Oriented Policing Services (COPS)

- **Specify grant (matching, reporting and other) requirements and goals.**

There is no match required by this grant. The grant funds three years; a fourth year funding commitment is required.

Performance measure objectives are:

1. Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for additional officer.
2. Create and preserve sworn law enforcement officer jobs

- **Explain grant funding detail – is this a one time only or long term commitment?**

The funding level for the grant is for three years, with grantees making a fourth year commitment to continue funding. In addition, County funds are needed to support the program above the grant funding amounts as the limits on Social Security, Medicare and Retirement that the COPS Office will fund are below actual County costs.

- **What are the estimated filing timelines?**

The grant application was due Wednesday, June 16, 2010 by 11:59 p.m. EDT.

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

From the award date (unknown, specifically), the period covers three years. There is a 4th year commitment on the grantees part.

- **When the grant expires, what are funding plans?**

A commitment to be made by the Board of County Commissioners to reserve funds for 5 entry level (as of FY2011) enforcement deputies for FY2013-14.

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

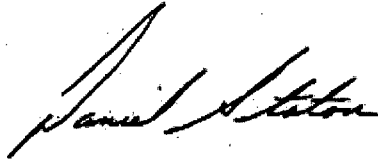
These costs are not included in the grant and will need to be absorbed by the County.

ATTACHMENT B

Required Signatures

Elected Official or /s/ Dan Staton
Department/
Agency Director:

Date: 6/15/2010



Budget Analyst:

Date:



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST
BUDGET MODIFICATION**

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010

Agenda Item #: R-6

Est. Start Time: 10:26 am

BUDGET MODIFICATION: DCJ - 01

**BUDGET MODIFICATION DCJ-01 Reduces an Intergovernmental Agreement
with Portland Community College and Restores the Services by Adding 2.50
Agenda Title: New FTE.**

Note: For all other submissions (i.e. Notices of Intent, Ordinances, Resolutions, Orders or Proclamations) please use the APR short form.

Requested Meeting Date:	<u>July 22, 2010</u>	Amount of Time Needed:	<u>3 minutes</u>
Department:	<u>Dept. of Community Justice</u>	Division:	<u>Adult Services Division</u>
Contact(s):	<u>Shaun Coldwell</u>		
Phone:	<u>503-988-3961</u>	Ext.	<u>83961</u>
	I/O Address:		<u>503 / 250</u>
Presenter(s):	<u>Carole Scholl</u>		

General Information

1. What action are you requesting from the Board?

The Department of Community Justice (DCJ) requests approval of a budget modification which reduces an Intergovernmental Agreement (IGA) with Portland Community College (PCC) and instead provides these services by adding 2.50 new FTE.

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

Londer Learning Center works with medium and high risk offenders for instruction in employment skills, GED, reading, writing, math and bilingual English courses. Instruction focuses on increasing academic skills and addressing attention difficulties, learning disabilities, and behavioral problems that inhibit offenders' ability to find and maintain employment. Employment courses teach offenders interviewing skills, job search techniques and overcoming barriers caused by criminal histories.

Through an IGA, Londer Learning Center has contracted 2.50 FTE Instructional Support

Technicians (IST) from PCC since the center opened 16 years ago. Instructional Support Technicians provide tutoring, assessment, instructional support, data entry and clerical support to Londer Learning Center instructors.

This budget modification eliminates the IST positions and uses the funding to instead direct hire 2.50 FTE Program/Education Aides [6343] beginning September 1, 2010. Direct hire of the Program/Education Aides will eliminate the administrative costs of contracting out the positions, allows more accountability in overseeing employees, aligns these positions with county and department missions, allows for training and staff development, provides a career path for employees and assures more stability in budgeting.

This affects FY 2011 program offer 50047 – ASD Londer Learning Center.

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

For FY 2011 the annualized budget for the IGA with PCC is \$159,779. With this IGA ending August 31, 2010 the estimated costs for these services through PCC will be \$26,630 and \$123,397 for the new county FTE. This results in a savings of \$9,752.

\$159,779	FY-2011 annualized budgeted cost of the IGA with PCC
(\$26,630)	estimated actual cost of the IGA through August 31, 2010
(\$123,397)	estimated actual costs of 2.50 FTE beginning September 1, 2010
\$9,752	balance / amount remaining

The ongoing fiscal year savings is estimated at \$8,773 as detailed in the following table.

\$162,975	annualized IGA amount with PCC (est. 2% increase from FY 2011)
(\$154,202)	ongoing annualized costs of 2.50 FTE (est. 5% increase from FY 2011)
\$8,773	balance / amount remaining

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

It is the policy of Multnomah County to make all employment decisions without regard to race, religion, color, national origin, sex, age marital status, disability, political affiliations, sexual orientation, or any other non-merit factor.

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

N/A

ATTACHMENT A

Budget Modification

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

- What revenue is being changed and why? If the revenue is from a federal source, please list the Catalog of Federal Assistance Number (CFDA).
N/A because this budget modification redistributes County General Fund.
- What budgets are increased/decreased?
N/A
- What do the changes accomplish?
Ending an IGA with PCC and the addition of 2.50 FTE. These are new positions that have already been classified as Program/Education Aides [6343] by Central HR Class Comp.
- Do any personnel actions result from this budget modification? Explain.
Yes, 2.50 FTE Program/Education Aide positions are added to the FY-2011 budget effective September 1, 2010.
- If a grant, is 100% of the central and department indirect recovered? If not, please explain why.
N/A
- Is the revenue one-time-only in nature? Will the function be ongoing? What plans are in place to identify a sufficient ongoing funding stream?
N/A
- If a grant, what period does the grant cover? When the grant expires, what are funding plans? Are there any particular stipulations required by the grant (i.e. cash match, in kind match, reporting requirements etc)?
N/A

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

ATTACHMENT B

BUDGET MODIFICATION: DCJ - 01

Required Signatures

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

John Anderson for Scott Taylor

Date: _____

Budget Analyst:

[Signature]

Date: _____

Department HR:

Jessica J. Buxby

Date: _____

Countywide HR:

Date: _____

Budget Modification ID: **DCJ-01****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 2011

Line No.	Fund Center	Fund Code	Program #	Func. Area	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Internal Order	Cost Center						
1	50-10	1000	50047	50		505501	60000	290,053	353,982	63,929		Salary
2	50-10	1000	50047	50		505501	60100	2,573	9,303	6,730		Temporary
3	50-10	1000	50047	50		505501	60130	94,427	113,619	19,192		Fringe
4	50-10	1000	50047	50		505501	60135	215	776	561		Non-Base Fringe
5	50-10	1000	50047	50		505501	60140	86,767	119,543	32,776		Insurance
6	50-10	1000	50047	50		505501	60145	80	289	209		Non-Base Insurance
7	50-10	1000	50047	50		505501	60170	172,979	39,830	(133,149)		Professional Services
8	50-10	1000	50047	50		505501	60240	18,748	28,500	9,752		Supplies
9									0		0	ASD LLC - add new FTE and reduce PCC contract
10									0			
11	72-10	3500		20		705210	50316		(32,985)	(32,985)		Insurance Revenue
12	72-10	3500		20		705210	60330		32,985	32,985		Claims Paid
13									0		0	
14									0			
15									0			
16									0			
17									0			
18									0			
19									0			
20									0			
21									0			
22									0			
23									0			
24									0			
25									0			
26									0			
27									0			
28									0			
										0	0	Total - Page 1
										0	0	GRAND TOTAL



Department of County Management
MULTNOMAH COUNTY OREGON
Human Resources

Multnomah Building
501 SE Hawthorne, Suite 400
Portland, Oregon 97214
(503) 988-5015 Phone

To: Carole Scholl, Londer Learning Center - DCJ
From: Candace Busby, Classification and Compensation Unit (503/4) *ABusby*
Date: June 24, 2010
Subject: Reclassification Request #1517 (2.5 new positions)

We have completed our review of your request and the decision is outlined below.

Request Information:

Date Request Received: June 23, 2010
Current Classification: N/A
Job Class Number: N/A
Pay Grade: N/A

Position Number: TBD - 2.5 FTE
Requested Classification: Program/Education Aide
Job Class Number: 6342
Pay Grade: 6

Request is: ☒ Approved as Requested
☐ Approved - Revised
☐ Denied

Effective Date: September 1, 2010

Allocated Classification: Program/Education Aide Job Class Number: 6342
Pay Range: \$27,561.60 - \$33,846.48 Annually Pay Grade: 6

This classification decision is subject to all applicable requirements stated in MC Personnel Rule 5-50 including the provision that Central HR may re-evaluate the classification decision up to one year from the date of issue to ensure duties and work are being carried out as originally described. Further, this allocation may require Board of County Commissioners' approval, and so this decision is considered preliminary until such approval is received.

Position Information:

☒ Vacant - see New/Vacant Section ☒ Represented

New/Vacant Position Information:

If the position is vacant or incumbent not reclassified with position, position must be filled in accordance with the normal appointment procedures. If position is reclassified due to reorganization, a limited recruitment process may be conducted. Please consult with the Department Human Resources Unit for assistance.

Reason for Classification Decision:

These new positions will use materials prepared by instructors to tutor adult students, individually or in small groups in basic reading, writing, math, English, GED preparation, computer and employment skills. The positions will help clients' master assignments and reinforce learning concepts presented by instructors. The positions will also engage in student retention activities, set up the computer lab for learning, maintain student records and files, record relevant student data and information, participate in assessment activities, and complete documents and other clerical duties as needed. The purpose, scope, qualifications, and responsibilities of these positions are consistent with the Program/Education Aide (6343) classification.

If you have any questions, please feel free to contact me at 503-988-5015 ext. 24422.

cc: James Opoka, HR Manager
Prudence Veatch, HR Analyst
HR Maintainer
Local 88
Class Comp File Copy



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-7
Est. Start Time: 10:30 am

Agenda Title: Authorizing settlement of Arigbon v. Multnomah County

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: 7/22/2010 Amount of Time Needed: 5 minutes
Department: Non-Departmental Division: County Attorney
Contact(s): Jenny Morf
Phone: 503-988-3138 Ext. 83138 I/O Address: 503/500
Presenter(s): Jenny Morf

General Information

1. What action are you requesting from the Board?

Authorize \$100k settlement of *Arigbon v. Multnomah County*.

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

Resolution of federal lawsuit from risk fund.

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

N/A

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

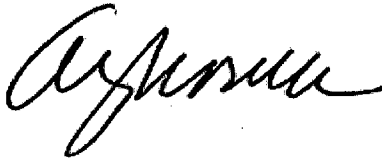
On December 18, 2003, the Board adopted Resolution 03-171 delegating authority to the County Attorney to settle claims and litigation against the County or its employees in amounts up to \$25,000 per case. The County Attorney must obtain Board approval for all settlements of over \$25,000.

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

N/A

Required Signature

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



Date: 7/12/10



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-8
Est. Start Time: 10:35 am

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Agenda Title: **RESOLUTION Establishing Fees and Charges for Chapter 7, County Management, of the Multnomah County Code and Repealing Resolution No. 05-085.**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: July 22, 2010 **Amount of Time Needed:** 5 minutes
Department: Non-Departmental **Division:** County Attorney
Contact(s): Agnes Sowle, County Attorney
Phone: (503) 988-3138 **Ext.** 83138 **I/O Address:** 503/500
Presenter(s): Agnes Sowle

General Information

1. What action are you requesting from the Board?

Adopt resolution establishing fees and charges for MCC Chapter 7 and repealing Resolution No. 05-085, effective July 22, 2010.

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

On July 8, 2010, the Board enacted Ordinance 1166 making housekeeping amendments to MCC Chapters 7 and 27 to align departmental procedures and effectively moving some sections of Chapter 27 into Chapter 7. The proposed fee resolution adds the fees relating to the sections moved from Chapter 27, corrects references and repeals the prior resolution. All fees are unchanged.

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

None

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

None

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

N/A

Required Signature

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

A handwritten signature in black ink, appearing to read "Agenda", is written over a horizontal line.

Date: 7/13/2010

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Establishing Fees and Charges for Chapter 7, County Management, of the Multnomah County Code and Repealing Resolution No. 05-085

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. The Board adopted Resolution 05-085 establishing fees for MCC Chapter 7, Business and Community Services on May 26, 2005.
- c. On July 8, 2010, the Board enacted an ordinance making housekeeping amendments to align departmental procedures and moving certain code sections from Chapter 27 to Chapter 7. It is necessary to add the fees and charges referenced in those code sections to Chapter 7.
- d. All fees and charges established by Resolution 05-085 relating to the Department of County Management (MCC Chapter 7) remain the same.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 7, County Management, of the Multnomah County Code are set as follows:

Section 7.002. DISHONORED CHECK FEES.

The fee for processing a dishonored check, draft or money order is \$25.00.

Section 7.005. INTEREST FEES.

The interest rate on receivables is 1.5% per month.

Section 7.006: PURCHASING AND HANDLING FEES.

(A) The fee for purchasing and stores services is 10% of the value of goods purchased and handled.

(B) If at any time the value of a particular good drops significantly and the Department has determined that the 10% fee will not defray the County's expenses for providing purchasing and stores services for that good an alternative amount to the 10% fee may be charged. The alternative amount shall be established by a method determined by the Department Director to adequately defray the County's expenses for the provision of purchasing and stores services for the particular good.

Section 7.008. ASSESSMENT AND TAXATION FEES.

(A) For any printout or copy of an appraisal card for any tax account, the division of assessment and taxation shall charge a fee of \$1.00 per page, provided that where printouts or appraisal cards are

requested and provided for more than one tax year or for any tax year other than the current year, the division shall charge an additional fee of \$1.00 for each such year.

(B) For the division's services in gathering, preparing or providing nonstandard information upon request, the division shall collect a fee equal to its actual cost, as determined by the director of the division.

(C) In addition, the division shall charge the following fees for copies provided by it:

MICROFICHE	
Assessment roll	\$ 100.00
Property owners index	25.00
Property address index	25.00
Sales data—per month	50.00
Individual copies of microfiche:	
First copy	10.00
Each additional copy	1.00
Merged recording indices	100.00
Record indexing fee, per document	1.00
ELECTRONIC FILES	
Assessment roll	200.00
Property Administration	100.00
Tax bills	100.00
Delinquent taxes	50.00
Situs address	75.00
Sales	75.00
Deeds	75.00
Property Owners	75.00
Property Improvement Characteristics	300.00
Property Land Characteristics	75.00

Section 7.303.

DOMESTIC PARTNERSHIP REGISTRATION FEES:

Filing Fees:

Registration:	\$60 to be distributed as follows:		
		\$25	to county (General Fund) for processing
		\$25	to the Multnomah County Community and Family Services – Clearinghouse to be used for safe housing for Domestic Violence victims
		\$10	for conciliation services provided under ORS §§ 107.5100 to 107.610
Termination:	\$25.00		to county for processing

Section 7.405. PROCEDURE FOR REQUESTING TRANSFER OF TAX FORECLOSED PROPERTY FOR HOUSING PURPOSES:

Non-refundable Application Fee: \$ 50.00

Section 7.410. PROCEDURE FOR DISPOSITION OF REQUESTS FOR TRANSFER OF TAX FORECLOSED PROPERTY FOR HOUSING AND FOR OPEN SPACE, PARKS OR NATURAL AREAS:

Non-refundable Transfer Fee: \$200.00

2. This resolution takes effect and Resolution 05-085 is repealed on July 22, 2010.

ADOPTED this 22nd day of July 2010.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-9
Est. Start Time: 10:40 am

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-9 DATE 7/22/2010
LYNDA GROW, BOARD CLERK

Agenda Title: **RESOLUTION Establishing Fees and Charges for Chapter 27, Community Services, of the Multnomah County Code and Repealing Resolution No. 2010-067.**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: July 22, 2010 **Amount of Time Needed:** 5 minutes
Department: Non-Departmental **Division:** County Attorney
Contact(s): Agnes Sowle, County Attorney
Phone: (503) 988-3138 **Ext.** 83138 **I/O Address:** 503/500
Presenter(s): Agnes Sowle

General Information

1. What action are you requesting from the Board?

Adopt resolution establishing fees and charges for MCC Chapter 27 and repealing Resolution No. 2010-067, effective July 22, 2010.

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

On July 8, 2010, the Board enacted Ordinance 1166 making housekeeping amendments to MCC Chapters 7 and 27 to align departmental procedures and effectively moving some sections of Chapter 27 into Chapter 7. The proposed fee resolution deletes the fees relating to the sections moved from Chapter 27 and repeals the prior resolution. All fees are unchanged.

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

None

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

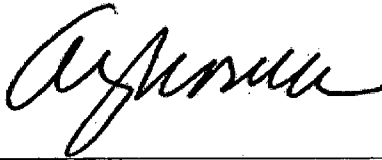
None

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

N/A

Required Signature

Elected Official or
Department/
Agency Director:

A handwritten signature in black ink, appearing to read "Agustin", written over a horizontal line.

Date: 7/13/2010

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Establishing Fees and Charges for Chapter 27, Community Services, of the Multnomah County Code and Repealing Resolution No. 2010-067

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Code provides that the Board shall establish certain fees and charges by resolution.
- b. On June 3, 2010, the Board adopted Resolution 2010-067 establishing fees for MCC Chapter 27, Community Services.
- c. On July 8, 2010, the Board enacted an ordinance making housekeeping amendments to align departmental procedures and moving certain code sections from Chapter 27 to Chapter 7. It is necessary to delete the fees and charges associated with the code sections being removed from Chapter 27.
- d. All other County fees and charges established by Resolution 2010-067 are intended to remain in effect as set out below, and Resolution 2010-067 will be repealed.

The Multnomah County Board of Commissioners Resolves:

1. The fees and charges for Chapter 27, Community Services, of the Multnomah County Code are set as follows:

Section 27.051. SUBSURFACE SEWAGE INSPECTION AND PERMIT FEES.

SITE EVALUATION	
Site Evaluation – Land Feasibility Study (LFS)	
Up to 600 gallons	\$895
Large systems (601 – 2,500 gallons) Additional fee charged per 500 gallons	\$305
SINGLE FAMILY DWELLING ONLY	
Evaluation for Temporary or Health Hardship Mobile Home	
Biennial inspection	\$578
New Residential Construction – Installation Permit	
Up to 600 gallons	
Advanced Treatment Technology	\$1,598
Capping Fill	\$1,598
Sand filtration	\$1,598
Pressure Distribution	\$1,598
Tile Dewatering	\$1,598
Standard On-Site System	\$1,176
Seepage Trench	\$1,176
Gray Water Waste Disposal Sump	\$603
Other	\$1,176

Residential Repair Permit Up to 600 gallons	
Major Septic Tank/Drainfield	\$626
Minor Septic Tank	\$310
SINGLE FAMILY, TWO OR MORE FAMILY, AND COMMERCIAL FACILITIES	
All Pumping Systems With Single Pump, Excluding Sandfilters	
Single Pump Systems	\$93
Alteration Permit	
Major Septic Tank/Drainfield	\$1,182
Minor Septic Tank	\$603
Authorization Notice	
Without Field Visit	\$305
With Field Visit	\$848
Decommission Cesspool/Septic Tank	
Abandonment – without site visit	\$113
Abandonment – with site visit and another on-site permit	\$113
Abandonment – with site visit, but no other on-site permit	\$233
Existing System Evaluation	\$727
Holding Tank, Sand Filtration, or Advanced Treatment Technology	
Annual Inspection	\$525
TWO OR MORE FAMILY AND COMMERCIAL FACILITIES	
Commercial Facilities System Plan Review To be charged in addition to commercial construction and repair permit fees.	
601 – 2,500 gallons	\$707
Commercial Repair Permit Up to 600 gallons	
Major Alternative System	\$1,598
Major Septic Tank/DF	\$1,176
Minor Holding Tank	\$1,176
Minor Septic Tank	\$603
Large system (601 – 2,500 gallons) Additional fee charged per 500 gallons	\$149
New Commercial Construction – Installation Permit Up to 600 gallons	
Advanced Treatment Technology	\$1,598
Alternative System	\$1,598
Sand filtration	\$1,598
Holding Tank	\$1,176

Septic Tank/Drainfield	\$1,176
Large systems (601 – 2,500 gallons) Additional fee charged per 500 gallons	\$149
MISCELLANEOUS	
Annual Report for Annual Evaluation for Advance Treatment Technology On-Site System	\$93
Certification of On-site Sewage Disposal Multnomah County Land Use Sign Off	
Without site visit	\$128
With site visit	\$240
Permit Transfer, Reinstatement or Renewal	
Without Field Visit	\$305
With Field Visit	\$848
Pumper Truck Inspection	
First Truck	\$297
Second Truck	\$120
Reinspection Fee	
Residential	\$600
Commercial	\$600

Section 27.052. MISCELLANEOUS PERMIT FEES.

See Exhibit A attached.

Section 27.053. PLAN REVIEW AND INSPECTION OF UNDERGROUND INSTALLATIONS AND STREET INTERSECTIONS.

See Exhibit B attached

Section 27.054: ROAD VACATION APPLICATION.

Feasibility study:	\$200.00
Application:	120% of estimated costs
Minimum:	\$1,000.00 plus \$65.00 for posting

Section 27.055. STREET AND ROAD WIDENING PERMITS.

(B) The construction permit deposit schedule for engineering, design, project management, and administration shall be as follows:

Project Cost as Estimated by the County	Deposit
Minimum Deposit at the time of application	800.00
\$4,000.00 to \$10,000.00	20%
\$20,000.00 to \$50,000.00	\$2,000.00 plus 12.0% over \$10,000.00
\$50,000.00 and over	\$6,800.00 plus 10.0% over \$50,000.00

Section 27.056. MISCELLANEOUS PUBLIC WORKS FEES.

For services provided by the department in connection with design, plan review and inspection of items not set forth elsewhere, the department shall charge fees sufficient to cover the actual cost of services. The following are deposits only. The actual charges will be based on actual costs including overhead and other related costs, determined at the completion of the project. The difference between the actual costs and the deposit will either be billed or refunded to the permit holder.

Project cost as Estimated by the county	Deposit
Minimum deposit at the time of application	\$800.00
\$4,000.00 to \$10,000.00	\$20%
\$10,000.00 to \$50,000.00	\$2,000.00 plus 12.0% over \$10,000.00
\$50,000.00 and over	\$6,800.00 plus 10.0% over \$50,000.00

Section 27.059. ZONE REVIEW AND ZONING INSPECTIONS.

For conducting any zone review prior to the issuance of a building or mobile home permit, the department shall charge a fee of \$25.00 or 15 percent of the permit fee, whichever is greater; provided that the fee for review of applications for permits to construct one-or two-family dwellings shall not exceed \$25.00. Zoning review fees are payable upon permit application. For conducting any zoning inspection during construction or after completion of construction, the department shall charge a fee equal to the greater of \$25.00 or 35 percent of the building permit fee, to be collected at the time the permit is issued, provided, however, that no fee for zoning inspection of one- and two-family dwellings shall exceed \$25.00. Zoning inspection fees are payable upon permit issuance.

Section 27.060. FILING OF MAP SURVEYS.

A fee of \$300.00 shall accompany each filing of a map of survey

Section 27.061. FEES FOR CERTAIN DOCUMENTS; PUBLIC LAND CORNER PRESERVATION ACCOUNT.

Document filing fee: \$5.00

Section 27.062. COUNTY SURVEYOR FEES.

(A) Fees are based on the following procedures and requirements on partition, subdivision and condominium plats.

- (1) Submit a boundary survey to the County surveyor a minimum of 30 days prior to the submission of the final subdivision or condominium plat. If warranted, the county surveyor may waive this requirement.
- (2) In addition to the requirements of ORS 209.250, a survey, and a partition plat if a separate survey has not been filed shall show all obvious encroachments or hiatus created by deeds, buildings, fences, cultivation, previous surveys and plats, or similar means and any other conditions that may indicate that the ownership lines as surveyed may be different than those shown on the survey.
- (3) The county surveyor may refuse to approve a plat if the surveyor finds an encroachment or hiatus. Evidence that the hiatus or encroachment has been eliminated may be required, or the county surveyor may require that it be shown on the plat if it cannot be eliminated.

- (4) All partition, subdivision, and condominium final plats, including those inside city limits, shall be checked and approved by the county surveyor prior to recording. No plat shall be recorded without such approval. This approval by the county surveyor shall be valid for 30 days from the date of approval to the date submitted for recording, after 30 days the approval is withdrawn and must be resubmitted.
- (5) All partition, subdivision, and condominium final plats submitted for approval shall be accompanied by a report, issued by a title insurance company, or authorized agent to perform such service in Oregon, setting forth ownership and all easements of record, together with a copy of the current deed and easements for the platted property, and copies of the deeds for all abutting properties and other documentation as required by the county surveyor. The report shall have been issued no more than 15 days prior to plat submittal to the county surveyor. A supplemental report may be required by the county surveyor.

(B) A deposit for the following county surveyor functions shall be made with the submission of the material. The final fee will be determined at completion of the project based on actual costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be paid prior to approval of the final plat or refunded to the applicant except for post-monumented plats, which will not be refunded until after completion of the interior monumentation; the survey filing fee is non-refundable.

- (1) Partition Plat Review, the deposit shall be:

Base Deposit	\$900.00 plus
Survey filing Fee	\$300.00

- (2) Pre-monumented Plat Review, the deposit shall be:

Base Deposit	\$1,000.00 plus
Survey Filing Fee	\$300.00 plus
Per Lot, Tract, or Parcel	\$ 75.00 each, plus
Per gross acre of the subdivision if the average Lot size exceeds 15,000 sq. ft	\$ 31.00 per acre

- (3) Post-Monumented Plat Review, the deposit shall be:

An estimate by the county surveyor based on the complexity of the plat at 120 percent of the estimate; the minimum deposits shall be:

Base Deposit	\$1,200.00 plus
Survey Filing Fee	\$300.00 plus
Per Lot, Tract, or Parcel	\$ 90.00 each, plus
Per gross acre of the subdivision if the average lot size exceeds 15,000 sq. ft.	\$ 31.00 per acre

- (4) For Condominium Plat Review, the deposit shall be:

Base Deposit	\$1,200.00 plus
Deposit Per Page	\$ 100.00 plus
Survey Filing Fee	\$ 300.00

- (5) For Condominium Plat Amendment Review, the deposit shall be:

Base Deposit	\$500.00 plus
Survey Filing Fee	\$300.00

- (C) Posting of street vacations in accordance with ORS 271.230(2) \$ 65.00
- (D) Review, Approval, and Posting of Affidavits of correction \$ 45.00 plus county clerk's recording fee
- (E) For services required by ORS 100.115 in connection with reclassification or withdrawal of variable property from unit ownership as provided in ORS 100.115(1) or (2), or removal of property from any condominium plat as provided in ORS 100.600(2), the fee will be \$150.00.
- (F) In accordance with ORS 92.070(5), (1997), relating to the reestablishment of Subdivision Plat Monuments and the review and recordation of the required surveyor's affidavit in support thereof, the affidavit recording fee shall be \$100.00 plus the county clerk's recording fee.
- (G) In accordance with ORS 100.115(6), (1997), relating to Declaration Amendment Review service, the fee shall be \$100.00 plus the county clerk's recording fee.

Section 27.064. BOOK OF RECORDS.

Minimum per roll of 16mm:	\$12.00
Minimum per roll for 35mm microfilm:	\$15.00
Minimum for microfiches:	\$ 2.00

Section 27.065. MAP REPRODUCTIONS AND LOANS.

For the services of the department in reproducing and loaning maps, fees shall be charged in accordance with the following schedules:

Standard Weight	Blackline	Sepia
¼ Section 30 inches x 36 inches	\$3.00	\$5.00
600 Scale 21 inches x 33 inches	\$2.00	\$3.00
Plat 18 inches x 24 inches	\$2.00	\$2.00
1,000 Scale 13 inches x 21 inches	\$1.00	\$2.00

Photostat copy where no tracing exists: \$5.00

Office duplicator copy of a portion of a map: \$1.50

For loaning sepia or plat tracing, 48-hour limit excluding weekends and holidays: \$0.50 each

Each additional 48 hours excluding weekends and holidays: \$2.00 each

Condominium hardboard and tracing recording: \$9.00 per page.

Section 27.067. BOUNDARY CHANGE APPLICATION.

For services provided by the department in connection with processing a boundary change petition, the department shall charge fees sufficient to cover the actual cost of services. The following is a deposit only and is in addition to any other fees, deposits or charges authorized by law. The actual charges will be based on actual costs including overhead and other related costs, determined at the completion of the process. The difference between the actual costs and the deposit will either be billed or refunded to the applicant. Minimum Deposit: \$2,300 per application (includes Metro mapping service fee).

Section 27.605. PERMITS.

Ammonia storage: \$25.00

Section 27.783. SEWER USER SERVICE CHARGES.

Per equivalent dwelling unit, per month:	\$14.00
Pumping, per 1,000 cubic feet water consumption per month:	\$0.50 to \$2.00

Section 27.784. SENIOR CITIZENS RATE

Per month: \$7.00

Section 27.788. CONNECTION FEES.

(A) The following fees for connection with a public sewer inside or outside the district shall become effective November 1, 1984, and shall be based on equivalent dwelling units and shall be as follows:

(1) Residential Users:

(a)	Single-family unit connection fee, October 1, 1984:	\$1,100.00
(b)	Multifamily unit connection fee:	
	(i) First living unit:	\$1,100.00
	(ii) Each additional living unit:	\$ 935.00

(2) Nonresidential users: The formula for computing the connection fee for a nonresidential user shall be equal to the equivalent dwelling units multiplied by \$1,100.00. Equivalent dwelling units shall be determined by table 2 of MCC 27.783.

(3) Combined dwelling units and others: Where both dwelling units and other occupancies are combined on the same property, the charges for sanitary connection shall be at the living unit rate for the dwelling units required in subsection (A)(1)(b) of this section, plus the rates given in (A)(2) for the nonresidential users of the property.

Section 27.790. EXTRA-STRENGTH INDUSTRIAL WASTE.

(D) *Extra-strength rates.* Effective October 1, 1984:

BOD, per pound	\$0.097
Suspended solids, per pound	\$0.106

(E) *Industrial waste discharge permit fees.*

- (1) The engineer shall determine the effective period for the permit, based upon such factors as concentration, volume, and origin of the discharge. In no case shall an industrial waste permit be effective for a period exceeding five years.
- (2) Except as provided in subsection (F)(2)[sic], fees for industrial waste discharge permits shall be \$75.00 for each permit and \$50.00 for each renewal of a permit. However, permit renewals which involve new or additional discharges from those in the preceding permit shall have a fee of \$75.00. Where a permit is issued as a result of a violation, the permit fee shall be \$150.00. Fees are payable to the county as part of the application for the permit or permit renewal.
- (3) Where the owner of a property is discharging industrial wastes prior to the effective date of the ordinance comprising this subchapter, the owner shall be issued an industrial waste discharge permit at no charge, but will then be subject to the renewal fees and requirements of this section.

(F) *Minimal charges suspension.* The engineer may establish a minimum limit for monthly extra-strength charges. The billing for all accounts whose monthly extra-strength charges are below this minimum limit will be suspended until such time as they are found to be higher.

(G) *Adjustments.* The engineer may check sewage strength as outlined in this section and adjust charges where applicable at any time in accordance with the most recent analysis.

Resampling request; fees. Any discharger may request the district to resample wastewater at no charge if 18 months or more have elapsed since the last such sampling. If less than 18 months have elapsed since the last sampling, then requests for the district to resample wastes shall be submitted in writing and accompanied by full payment for the resampling fee. The fee to each account for five days of sampling is \$500.00 per sample, per sampling point. The fee for one day's resampling is \$125.00 per sample, per sampling point.

2. This resolution takes effect and Resolution 2010-067 is repealed on July 22, 2010.

ADOPTED this 22nd day of July 2010.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Agnes Sowle, County Attorney

EXHIBIT A

Section 27.052. MISCELLANEOUS PERMIT FEES

Miscellaneous permit fees.

The following fees shall be charged for permits:

- (A) For overweight or over dimensional moves, except for moves as specified in MCC 27.052(A)(2), either single trip or annual permit, the fee shall be \$8.00. Future fee increases by the Oregon Department of Transportation shall automatically increase the county's fee for this service to the same level, without action of the board of county commissioners.
- (B) For building and structure move permits permittee shall post a deposit of \$1,000.00 prior to issuance of a permit. Non-refundable permit application, investigation and issuance fees for structures under 14 feet in width and 15 feet in height shall be \$115.00. For structures exceeding the above dimensions, the non-refundable permit fee shall be \$145.00. Inspection fees to be billed at the actual costs incurred by the county including overhead and equipment costs. For over-dimensional moves other than house moves, the non-refundable permit fees for heights over 17 feet in width shall be \$75.00 for a normal workday, and \$350.00 for holidays and weekends.
- (C) For permits issue for manholes for storm and sanitary sewers, the fee shall be \$30.00 per manhole.
- (D) For permits issued for canopies, awnings and marquees, a fee of \$40.00 shall be charged.
- (E) For permits issued for construction or reconstruction of driveway approaches, the fees shall be:
 - (1) \$90.00 first driveway approach.
 - (2) \$60.00 each additional driveway approach inspected at the same time as first approach.
 - (3) Common access way permit fees for plan review and inspection shall be \$120.00 or \$0.06 per square foot of common access way, whichever is greater. The above fee will include the first driveway approach fee under section 27.052(E)(1).
 - (4) \$90.00 for agriculture approaches.
 - (5) \$90.00 for temporary logging approaches.
- (F) For permits issued for sewer connections, the fee shall be \$120.00 per connection.
- (G) For a drilling or boring test hole permit, the fee shall be \$84.00 each.
- (H) For curb drain outlet construction or reconstruction, including drainage connections to catch basins, a fee of \$20.00 shall be charged.
- (I) For sidewalk construction or reconstruction, the fee shall be \$0.25 per square foot with a minimum fee of \$10.00. For curb construction or reconstruction the fee shall be \$0.35 per lineal foot with a minimum fee of \$10.00.
- (J) The fee to release advertising benches picked up within the right-of-way shall be \$50.00 per bench.
- (K) For any excavation, construction, reconstruction, repair, removal, abandonment, placement or use within the right-of-way, the permit fee shall be a minimum of \$50.00.

- (L) For material filing or excavating within the public right-of-way, the permit fee shall be \$50.00.
- (M) For underground storm or sanitary sewer construction, reconstruction or repair permits, including property service and laterals not maintained by the county, the fees shall be:

<i>Length of Conduit Constructed, Reconstructed, Repaired or Exposed for Repair</i>				<i>Fee</i>
0	-	50	feet	\$50.00
51	-	100	feet	60.00
101	-	200	feet	70.00
201	-	300	feet	75.00
301	-	400	feet	80.00
401	-	500	feet	85.00
501		feet and over		\$85.00 plus \$0.07 per foot over 500 feet

Conduit diameters exceeding 24 inches shall be assessed a surcharge onto the above rates of \$0.01 per foot of diameter per foot of length.

- (N) If work is commenced on a project requiring a permit without first securing the permit, the fee shall be double the fee established in this section. If the fee required by this subsection is not paid directly to the department by the owner of the property, the person paying the penalty shall be required to notify the owner that the penalty was imposed. Payment of the fee shall not relieve or excuse any person from penalties imposed for violation of any applicable statutes or ordinances.
- (O) If work is commenced on a project requiring a permit without first securing the permit, the fee shall be double the fee established in this section. If the fee required by this subsection is not paid directly to the department by the owner of the property, the person paying the penalty shall be required to notify the owner that the penalty was imposed. Payment of the fee shall not relieve or excuse any person from penalties imposed for violation of any applicable statutes or ordinances.
- (P) A permit deposit for each permit authorizing work under ORS 374.305 not covered in this section shall be 120 percent of estimated amount of charges based on the estimated hours or part thereof for plan review and/or inspection. The final fee will be determined at completion of the project based on the actual costs incurred by Multnomah County including overhead and other related costs. The difference between the two amounts will be billed or refunded to the permit holder with the minimum fee being \$50.00.
- (Q) Permits under this section shall be issued without charge when a permit is required as a direct result of a county public works improvement. For temporary closure of any street or any portion of a street, the fee shall be \$84.00.[Ord. 126 § 9 (1976); Ord. 195 § 6 (1979); Ord. 256 § 2 (1980); Ord. 278 § 3 (1981); Ord. 367 § 1 (1983) (court of appeals held that payment of fee for permit by utility companies was in violation of ORS 758.010 on May 16, 1984, supreme court denied petition for review August 8, 1984, court of appeals decision became enforceable September 10, 1984); Ord. 467 § 2 (1985); Ord 826 § 2(A)--(H) (1995)]

EXHIBIT B

Section 27.053. PLAN REVIEW AND INSPECTION OF UNDERGROUND INSTALLATIONS AND STREET INTERSECTIONS

Fees for plan review and inspection of underground installations and street intersections.

- (A) For plan review and inspection of any storm sewer line installation, when completed facilities are to be maintained by the county, the fee shall be:

<i>Estimated or Bid Construction Cost</i>				<i>Fee</i>
0.00	-	\$1,000.00		\$50.00
\$1,000.00	-	5,000.00		\$50.00 plus 1.25% over \$1,000.00
5,000.00	-	10,000.00		\$100.00 plus 1.00% over \$5,000.00
10,000.00	-	15,000.00		\$150.00 plus 0.90% over \$10,000.00
15,000.00	-	20,000.00		\$195.00 plus 0.80% over \$15,000.00
20,000.00	-	25,000.00		\$235.00 plus 0.70% over \$20,000.00
25,000.00	-	30,000.00		\$270.00 plus 0.60% over \$25,000.00
30,000.00	-	35,000.00		\$300.00 plus 0.50% over \$30,000.00
35,000.00	-	40,000.00		\$325.00 plus 0.40% over \$35,000.00
40,000.00	-	45,000.00		\$345.00 plus 0.30% over \$40,000.00
45,000.00	-	50,000.00		\$360.00 plus 0.20% over \$45,000.00
50,000.00	-	and over		\$370.00 plus 0.74% over \$50,000.00

- (B) When submitting plans for review, the applicant shall submit a copy of the engineer's estimate or the bid construction cost. No plans will be reviewed without the required cost figures. If, in the opinion of the director of the department, the cost figures appear unreasonable, the director shall establish the permit fee based upon the director's cost estimate of the work to be done. The director shall submit a report to the county executive/chair of the board of county commissioners whenever a cost estimate is adjusted and shall state the reasons therefore.
- (C) For utility lines, including storm and sanitary sewers, to be maintained by others, not connecting to a county-maintained system but located within county-controlled right-of-way or easements, the plan review and inspection fee will be \$40.00 plus \$0.10 per foot of line.
- (D) For storm or sanitary sewer line systems located on private land connecting to county maintained systems, the plan review and inspection fee will be a minimum of \$40.00 plus \$10.00 for each acre or fraction thereof within the development area. Developments requiring both storm and sanitary system review will be charged that rate for each.
- (E) A sewer line system for fee purposes means a line with two or more connections including lateral lines, house branches, inlets or any other appurtenance contributing discharge.

- (F) Plan review and inspection fees will be established by the director for connections to a county system where the development area is not discernable or applicable. A deposit shall be 120 percent of estimated amount of charges based on the estimated hours or parts thereof required for plan review and/or inspection. The final fee will be determined at completion of the project based on costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be billed or refunded to the permit holder.
- (G) For plan review and inspection of each street intersection or vehicle access, either public or private, other than a standard driveway approach, a fee of \$40.00 will be charged.
- (H) Plans shall be reviewed by Multnomah County under this section for compatibility with the comprehensive plan, conformance to county design criteria, as applicable, and for general protection of county facilities as considered necessary.
- (I) Inspection by Multnomah County under this section will be cursory only and will not relieve the owner, contractor or engineer of responsibility for the project being completed according to plans and specifications.

[Ord. 126 § 10 (1976); Ord. 826 § 2(I), (J)(1995)]



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-10 DATE 7/22/2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-10
Est. Start Time: 10:45 am

Agenda Title: **Quarterly Report to Board on Feasibility Determinations done on certain purchases during the second calendar quarter of 2010**

Requested Meeting Date: 7/22/10 Amount of Time Needed: 10 minutes
Department: DCM Division: Finance / Purchasing
Contact(s): Brian R. Smith
Phone: 503-988-5111 Ext. 24173 I/O Address: 503/4
Presenter(s): Brian R. Smith, Purchasing Manager

General Information

1. What action are you requesting from the Board?

This item is information only.

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

The Oregon State Legislature passed HB2867 effective January 1, 2010. The legislation requires that the County perform a feasibility determination, and potentially a cost analysis prior to procurement for certain services exceeding \$250,000. The County's purchasing rules which implement this legislation (PCRB 47-0250) require the Purchasing Manager to report to the Board quarterly and provide copies of each written determination and cost analysis done during the previous quarter.

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

This item has no fiscal impact.

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

See #2

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

N/A

Required Signature

Elected Official or
Department/
Agency Director:

Date:



Department of County Management
MULTNOMAH COUNTY OREGON

501 SE Hawthorne, Suite 400
Portland, Oregon 97214
(503) 988-3312 phone
(503) 988-3292 fax

Date: July 6, 2010

To: Board of County Commissioners

From: Brian R. Smith, CPPO, PMP
Purchasing Manager

Subject: Quarterly Report to Board on Feasibility Determinations done on certain purchases during the second calendar quarter of 2010

The Oregon State Legislature passed HB2867 effective January 1, 2010. The legislation requires that the County perform a feasibility determination, and potentially a cost analysis prior to procurement for certain services exceeding \$250,000. The County's purchasing rules which implement this legislation (PCRB 47-0250) require the Purchasing Manager to report to the Board quarterly and provide copies of each written determination and cost analysis done during the previous quarter.

During the second quarter of calendar 2010, two feasibility determinations were done:

- 1) Third Party Administrator services for Mental Health and Addiction Services Division
- 2) Inverness Jail Roof Restoration and Mechanical Replacement

No cost analysis was required for either of these determinations. Copies are attached.

FEASIBILITY DETERMINATION, COST ANALYSIS, AND EVALUATION FORM

Overview: Before conducting a Procurement for certain Services exceeding \$250,000, the Department may be required to complete a written Cost Analysis under PCRB 47-0250. Architectural et al. and Client Services are excluded. This form serves as the Department's Summary of its determinations and evaluation.

Date: May 1, 2010	Project Name/Location: Third Party Administrator for Mental Health and Addiction Services Division
Type of Service: Claims adjudication and payment, coordination of benefits, technical assistance with claims coding, manage downloads from State of Oregon Health Plan eligibility and enrollment information for more than 90,000 Verity enrollees a year as well as uninsured indigent individuals.	

1. PCRB 47-0250 (Rule) instructs the Department on use of this Form. ☒ I have read this Rule.
2. ☒ A Feasibility Determination has been made for this Procurement, based on the following PCRB 47-0250 (3):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Lack Specialized Technical Expertise – PCRB Rule Sec. (3)(A)

<input type="checkbox"/> Grant or other Funding – PCRB Rule Sec. (3)(b)(A)

<input type="checkbox"/> State or Federal Law Requirements – PCRB Rule Sec. (3)(b)(B)

<input type="checkbox"/> Incidental Services for Real or Personal Property – PCRB Rule Sec. (3)(b)(C)

<input type="checkbox"/> Other Special Circumstance – PCRB Rule Sec. (3)(b) | <input type="checkbox"/> Conflict of Interest; Unbiased Review – PCRB Rule Sec. (3)(b)(D)

<input type="checkbox"/> Emergency Procurement – PCRB Rule Sec. (3)(b)(E)

<input type="checkbox"/> Delay – PCRB Rule Sec. (3)(b)(F)(G)

<input type="checkbox"/> Services Completed within Six Months – PCRB Rule Sec. (3)(b)(H) |
|---|--|

Written Findings are required. PCRB Rule Sec. (3). The Written Findings are attached or located at:

Please see attached.

APPROVAL OF THE FEASIBILITY DETERMINATION – NO COST ANALYSIS REQUIRED (PCRB Rule Sec. 47-0250 (3):

 Department Manager Signature(or Designee)

6-10-10
 Date

Karl Brimmer
 PRINT Name

Director, Mental Health and Addiction Services Division
 PRINT Title

3. ☐ A Cost Analysis has been made for this Procurement and documentation is attached for the following requirements: (Not required if section 2 has been completed and any one of the feasibility requirements have been met)

Agency Estimate to Perform the Services:		Agency Estimate to Contract Out the Services:	
Agency Costs – PCRB Rule Sec. (4)(a)		Contractor Costs – PCRB Rule Sec. (4)(b)	
A. Salary or Wage & Benefit Costs PCRB Rule Sec. (4)(b)(A)	\$	A. Salary or Wage & Benefit Costs PCRB Rule Sec. (4)(c)(A)	\$
B. Material Costs – PCRB Rule Sec. (4)(b)(B)	\$	B. Material Costs – PCRB Rule Sec. (4)(c)(B)	\$
C. Related Costs – PCRB Rule Sec. (4)(b)(C)(D)	\$	C. Related Costs – PCRB Rule Sec. (4)(c)(C)	\$
D. Other Information – PCRB Rule Sec. (4)(b)(E)(F)	\$	D. Other Information – PCRB Rule Sec. (4)(c)(D)	\$
(Costs the Department would incur)	\$	(Costs the Contractor would incur)	\$
Subtotal:		Subtotal:	
4. Department compared the above data and made the decision described in the PCRB Rule, Sec. (5)			
(no entry)		(no entry)	
TOTAL:	\$	(Contractor Price) TOTAL:	\$
(Costs the Department would incur to perform the Services.)		(Costs the Department would incur to contract out the Services.)	
5. Department compared the above totals and made the decision described in the PCRB Rule, Sec. (6)			

6. Department Determinations and Decision

- A. ☐ Department intends to perform the Services. Describe the decision made under the PCRB 47-0250 (4)(a) and (5). Provide the determinations that explain and support the decision.

Determination **Required** Attach additional pages as needed:

- B. ☐ Department intends to contract out the Services. Describe the decision made under the PCRB 47-0250 (5)(6)(7). Provide the determinations that explain and support the decision.

Determination **Required** Attach additional pages as needed:

7. APPROVAL OF CPCA MANAGER – PCRB 47-0250 (8):

CPCA Manager Signature (or Designee)

Date

PRINT Name

Phone Number

Email

PROCESS EVALUATION

Departments must submit the following information to the _____ upon its request:

1. Did meeting the requirements of PCRB 47-0250 aid the Department in making its sourcing decision?
 - a. Yes ☐ Provide explanation: _____
 - b. No ☐ Provide explanation: _____
2. How much time was spent in complying with PCRB 47-0250, including performing the Feasibility Determination or Cost Analysis, over and above the time that would have been spent doing the level of analysis the Department would have previously done for a Procurement of this type and size?
3. What was the impact to the procurement process as a result of meeting the requirements of PCRB 47-0250 (If there was a delay, provide an estimate of the cost and time impact to the Department.)

To the best of my knowledge, the information entered on this form is true and accurate.

Preparer Name

Phone Number

Email

****Submit this form and any supporting documentation to the CPCA Manager.**

Mental Health and Addiction Services Division
Feasibility Study for Third Party Administrator Procurement
May 2010

As part of the feasibility study to determine whether to procure third party administrator services MHASD staff reviewed the work performed and expertise required. In addition, we considered the areas of financial risk to the county and to the providers who compose our behavioral health system of care. We reviewed the amount and type of work required to interact with the State of Oregon as they fix the problems with their Medicaid and Medicare Information System (MMIS). We determined that the technical expertise and infrastructure we needed would be found in one of the existing organizations with demonstrated years of experience.

County staff lack the technical expertise required to perform third party administrator services necessary to run a managed care organization. MHASD requires a significant amount of work from the organization currently contracted as our third party administrator (TPA). Our Verity membership has grown to well over 90,000 enrollees annually and our TPA also serves our Multnomah Treatment Fund adult and child population. This work is critical to the authorization, management and payment of mental health services in Multnomah County. Our TPA performs mental health claims processing including encounter data, reports, mailing and printing of membership materials as required by OAR for more than 90,000 members annually. Specific responsibilities include:

- Adjudicate and pay claims within specified timelines using a variety of payment methodologies. Check coded claims information for error or omission and to ensure services comply with Medicaid regulations or MHASD specifications.
- Coordinate benefits when members have Medicare or other insurance in addition to Oregon Health Plan to ensure that the appropriate insurance has been billed prior to us.
- Perform customer service functions for the entire MHASD provider network, answering questions about correcting claims or other reimbursement issues.
- Provide ongoing education and training on claims coding and submission to the MHASD provider network and MHASD staff.
- Manage the eligibility and enrollment data Oregon Health Plan membership download from the state. Make a secure system of eligibility and enrollment records available to Multnomah County staff and providers for eligibility verification.
- Manage treatment authorization data and make system available to Multnomah County staff and providers in network. The system must account for multiple authorization types and prevent duplicative authorizations that result in overpayment.
- Provide standard and customized reports on claims submitted and paid as well as client authorizations. MHASD uses the claims system the TPA maintains to track our budget as well as monitor the fiscal performance of our providers.
- Regular large-scale mailings to Oregon Health Plan members enrolled in Verity.
- Troubleshooting and coordination with other claims processing organizations involved in Medicaid business on the State level.

MHASD relies on the information provided by the TPA to gauge the fiscal and clinical health of the system of care. We make decisions about payment rate and system design of the public behavioral health services for the entire county based on this information. The specialized expertise of a third party administrator is critical and does not exist within the county.

FEASIBILITY DETERMINATION, COST ANALYSIS, AND EVALUATION FORM

Overview: Before conducting a Procurement for certain Services exceeding \$250,000, the Department may be required to complete a written Cost Analysis under PCRB 47-0250. Architectural et al. and Client Services are excluded. This form serves as the Department's Summary of its determinations and evaluation.

Date: 6/9/2010	Project Name/Location: Inverness Jail Roof Restoration and Mechanical Replacement
Type of Service: Building Alteration and Repair	

1. PCRB 47-0250 (Rule) instructs the Department on use of this Form. ☐ I have read this Rule.
2. ☒ A Feasibility Determination has been made for this Procurement, based on the following PCRB 47-0250 (3):

- | | |
|--|---|
| <input type="checkbox"/> Lack Specialized Technical Expertise – PCRB Rule Sec. (3)(A)

<input type="checkbox"/> Grant or other Funding – PCRB Rule Sec. (3)(b)(A)

<input type="checkbox"/> State or Federal Law Requirements – PCRB Rule Sec. (3)(b)(B)

<input type="checkbox"/> Incidental Services for Real or Personal Property – PCRB Rule Sec. (3)(b)(C)

<input type="checkbox"/> Other Special Circumstance – PCRB Rule Sec. (3)(b) | <input type="checkbox"/> Conflict of Interest; Unbiased Review – PCRB Rule Sec. (3)(b)(D)

<input type="checkbox"/> Emergency Procurement – PCRB Rule Sec. (3)(b)(E)

<input type="checkbox"/> Delay – PCRB Rule Sec. (3)(b)(F)(G)

<input checked="" type="checkbox"/> Services Completed within Six Months – PCRB Rule Sec. (3)(b)(H) |
|--|---|

Written Findings are required. PCRB Rule Sec. (3). The Written Findings are attached or located at:

APPROVAL OF THE FEASIBILITY DETERMINATION – NO COST ANALYSIS REQUIRED (PCRB Rule Sec. 47-0250 (3):



June 9, 2010

Department Manager Signature(or Designee)

Date

Robert C. Thomas

PRINT Name

Director of Multnomah County Facilities and Property Management

PRINT Title

3. ☐ A Cost Analysis has been made for this Procurement and documentation is attached for the following requirements:
(Not required if section 2 has been completed and any one of the feasibility requirements have been met)

Agency Estimate to Perform the Services:		Agency Estimate to Contract Out the Services:	
Agency Costs – PCRB Rule Sec. (4)(a)		Contractor Costs – PCRB Rule Sec. (4)(b)	
A. Salary or Wage & Benefit Costs PCRB Rule Sec. (4)(b)(A)	\$	A. Salary or Wage & Benefit Costs PCRB Rule Sec. (4)(c)(A)	\$
B. Material Costs – PCRB Rule Sec. (4)(b)(B)	\$	B. Material Costs – PCRB Rule Sec. (4)(c)(B)	\$
C. Related Costs – PCRB Rule Sec. (4)(b)(C)(D)	\$	C. Related Costs – PCRB Rule Sec. (4)(c)(C)	\$
D. Other Information – PCRB Rule Sec. (4)(b)(E)(F)	\$	D. Other Information – PCRB Rule Sec. (4)(c)(D)	\$
(Costs the Department would incur)	\$	(Costs the Contractor would incur)	\$
Subtotal:		Subtotal:	
4. Department compared the above data and made the decision described in the PCRB Rule, Sec. (5)			
(no entry)		(no entry)	
TOTAL:	\$	(Contractor Price) TOTAL:	\$
(Costs the Department would incur to perform the Services.)		(Costs the Department would incur to contract out the Services.)	
5. Department compared the above totals and made the decision described in the PCRB Rule, Sec. (6)			

6. Department Determinations and Decision

- A. ☐ Department intends to perform the Services. Describe the decision made under the PCRB 47-0250 (4)(a) and (5). Provide the determinations that explain and support the decision.

Determination **Required** Attach additional pages as needed:

- B. ☐ Department intends to contract out the Services. Describe the decision made under the PCRB 47-0250 (5)(6)(7). Provide the determinations that explain and support the decision.

Determination **Required** Attach additional pages as needed:

7. APPROVAL OF CPCA MANAGER – PCRB 47-0250 (8):

CPCA Manager Signature (or Designee)

Date

PRINT Name

Phone Number

Email

PROCESS EVALUATION

Departments must submit the following information to the _____ upon it's request:

1. Did meeting the requirements of PCRB 47-0250 aid the Department in making it's sourcing decision?
 - a. Yes ☐ Provide explanation: _____
 - b. No ☐ Provide explanation: _____
2. How much time was spent in complying with PCRB 47-0250, including performing the Feasibility Determination or Cost Analysis, over and above the time that would have been spent doing the level of analysis the Department would have previously done for a Procurement of this type and size?
3. What was the impact to the procurement process as a result of meeting the requirements of PCRB 47-0250 (If there was a delay, provide an estimate of the cost and time impact to the Department.)

To the best of my knowledge, the information entered on this form is true and accurate.

Preparer Name

Phone Number

Email

****Submit this form and any supporting documentation to the CPCA Manager.**

PROCUREMENT REQUEST - PUBLIC WORKS BID

TO: ATTN:	Central Procurement & Contract Administration Paula Rickman	Today's Date: 6/9/2010
Please advertise the attached project for Bid. (Attach draft or send email of the solicitation to your Senior Buyer)		Mail Code: M - 786

Project Name:	Inverness Jail Roof Restoration and Mechanical Replacement		
Bid No:	B10-10233	Project No:	CP08.08.40
Toxic Substance ID:	Will toxics be included in the items purchased or used in the delivery of services? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, please identify or attach a description: [Describe here or attach]
Estimated Cost:	\$ [Insert Dollar Amount]	Requisition No:	10049375
Source of Funds (i.e. 100% Federal funds; 50/50 Federal - State; 100% Local):		100%	
Dept Contact:	Gray/Proffitt	Contact Phone No:	84056/84218
Cost Center: (Cost Center, WBS Element, or Internal Order)	CP08.08.40	Interoffice Address:	B274

Newspapers:	DJC (AD is always placed in the Daily Journal of Commerce)		
AD Date:	6/25/2010	Bid Closing Date:	7/22/2010
Prequalification:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> SMP	Notes: [Insert Additional Info if Needed]	
Class of Work:	Building Alteration and Repair by Tremco Certified Installers		
Pre-Bid Conference:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Conference is: <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Optional	
Time and Place:	10:00 am on July 1, 2010 at MCIJ lobby and thence to conference room ,11540 NE Inverness Drive, Portland, OR 97230		
Description of Work (to appear in AD): Remove and dispose of existing gravel surface, remove and install existing metal flashing, remove and replace specified mechanical equipment, resaturate existing roof membrane as more fully described in the drawings and specifications.			

Suggested Subcontract Areas for M/W/ESB Participation (Attach additional pages as necessary):

Subcontract Area (Description)	State Code (Number)
Refuse Recycle	42100
Mechanical	10131

**Department Director or
Division Manager Approval:**

Signature (Required if approved requisition not included)

Date



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-14 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-14
Est. Start Time: 11:15 am

Agenda Title: Intergovernmental Agreement and first Amendment with Oregon Dept. of Transportation and the City of Fairview for Halsey Street – Bicycle and Pedestrian Improvement

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>July 22, 2010</u>	Amount of Time Needed:	<u>5 Minutes</u>
Department:	<u>Community Services</u>	Division:	<u>LUT - Road Services</u>
Contact(s):	<u>Adam Soplop, P.E.</u>		
Phone:	<u>(503) 988-5050</u>	Ext.	<u>22604</u>
	I/O Address:		<u>425</u>
Presenter(s):	<u>Brian Vincent, P.E., Adam Soplop, P.E.</u>		

General Information

1. What action are you requesting from the Board?

Approval of an Intergovernmental Agreement (IGA) and first Amendment with the Oregon Department of Transportation (ODOT) and the City of Fairview for a Sidewalk Infill Project.

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

The City of Fairview received a grant from ODOT in 2009 for Bike and Pedestrian Improvements on Halsey Street, a County Road in the City of Fairview. Land Use and Transportation/Road Services Engineering worked with the City of Fairview on the design and construction details of the sidewalk project. The IGA provides funding through the City of Fairview for Multnomah County's Design and Construction work as well as letting the project through our Central Procurement Contract Administration.

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

No Fiscal Impact. The IGA with the City of Fairview provides reimbursement from ODOT funds for County Engineering Services for the placement of sidewalks and infiltration trench on the north side of Halsey between 202nd and 207th this summer. The County's contribution to the project is Design, Advertisement for Construction and Construction Engineering (contractor oversight and administration of project). This will allow for County facilities to be upgraded.

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

None. This project has been identified in the Capitol Improvement Program.

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

A citizen notification partnership between Multnomah County and the City of Fairview is anticipated to inform citizens of project progress.

Required Signature

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



Date: July 7, 2010

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 4600008384

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

Amendment #: 1

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

Department: Community Services Division/Program: Land Use & Transportation Program Date: June 29, 2010
 Originator: Adam Soplop, PE Phone: (503) 988-5050 x22604 Bldg/Room: 425/Yeon
 Contact: Cathy Kramer Phone: (503) 988-5050 x22589 Bldg/Room: 425/Yeon

Description of Contract: Amendment No. 1 to Walkway/Bikeway Project Intergovernmental Agreement from the "2010-2011 Pedestrian & Bicycle Program Grant," between Oregon Dept. of Transportation (ODOT), Multnomah County, and the City of Fairview, to utilize grant funds for the Halsey Street Sidewalk Infill project in the City of Fairview, on the North side of Halsey Street from 201st to 208th, Multnomah County roads. The amendment reflects the addition of matching funds. (ODOT IGA No. 25329-1)

RENEWAL: ☐ PREVIOUS CONTRACT #(S) _____ EEO Exhibit 5 required if amount over \$75k _____

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

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

Contractor	Oregon Department of Transportation			Remittance address (If different)	
Address	455 Airport Road, SE, Bldg K				
City/State	Salem OR			Payment Schedule / Terms:	
ZIP Code	97301-5348			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	(503) 986-2731 (Jule Youngren)			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
				<input checked="" type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	07/22/2010	Term Date	10/31/2011	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	07/22/2010	New Term Date	10/31/2011		
Original Contract Amount	\$ 152,690.00			Original PA/Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ 0			Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ 30,000.00			Amount of Amendment	\$ _____
Total Amount of Agreement	\$ 182,690.00 *			Total PA/Requirements Amount	\$ _____

REQUIRED SIGNATURES:

Department Manager _____ DATE _____
 County Attorney /s/ Matthew O. Ryan DATE 06/29/2010
 CPCA Manager _____ DATE _____
 County Chair _____ DATE _____
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

COMMENTS: * This Project will utilize Grant funding. There is no cost to the County.

(WBS: ROADCEC0511D)



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

Board Clerk Use Only

Meeting Date: _____
Agenda Item #: _____
Est. Start Time: _____
Date Submitted: _____

Agenda Title: Intergovernmental Agreement and first Amendment with Oregon Dept. of Transportation and the City of Fairview for Halsey Street – Bicycle and Pedestrian Improvement

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>July 22, 2010</u>	Amount of Time Needed:	<u>5 Minutes</u>
Department:	<u>Community Services</u>	Division:	<u>LUT - Road Services</u>
Contact(s):	<u>Adam Soplop, P.E.</u>		
Phone:	<u>(503) 988-5050</u>	Ext.	<u>22604</u>
I/O Address:	<u>425</u>		
Presenter(s):	<u>Brian Vincent, P.E., Adam Soplop, P.E.</u>		

General Information

1. What action are you requesting from the Board?

Approval of an Intergovernmental Agreement (IGA) and first Amendment with the Oregon Department of Transportation (ODOT) and the City of Fairview for a Sidewalk Infill Project.

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

The City of Fairview received a grant from ODOT in 2009 for Bike and Pedestrian Improvements on Halsey Street, a County Road in the City of Fairview. Land Use and Transportation/Road Services Engineering worked with the City of Fairview on the design and construction details of the sidewalk project. The IGA provides funding through the City of Fairview for Multnomah County's Design and Construction work as well as letting the project through our Central Procurement Contract Administration.

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

No Fiscal Impact. The IGA with the City of Fairview provides reimbursement from ODOT funds for County Engineering Services for the placement of sidewalks and infiltration trench on the north side of Halsey between 202nd and 207th this summer. The County's contribution to the project is Design, Advertisement for Construction and Construction Engineering (contractor oversight and administration of project). This will allow for County facilities to be upgraded.

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

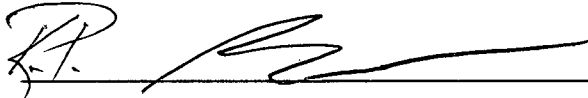
None. This project has been identified in the Capitol Improvement Program.

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

A citizen notification partnership between Multnomah County and the City of Fairview is anticipated to inform citizens of project progress.

Required Signature

Elected Official or
Department/
Agency Director:

A handwritten signature in dark ink, appearing to be "K. P. [unclear]", written over a horizontal line.

Date: 7/7/10



IGA Contract

Vendor Address

OREG ST OF DEPT OF TRANSPORATION
STORES
455 AIRPORT RD
SALEM OR 97301

Information

Contract Number 4600008384
Date 06/30/2010
Vendor No. 46479
Contact/Phone Land Use & Trans /
X26798
Validity Period: 07/15/2010 - 10/31/2011
Minority Indicator: Not Identified

Estimated Target Value: 182,690.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>IGA w-ODOT re Halsey St No Bike-Ped Proj</p> <p>Plant: F030 Community Service Requirements Tracking Number: 999 Requisition #: 10049515 <i>Intergovernmental Agreement with ODOT for the Halsey St North Sidewalk Infill Project on County roads in the City of Fairview utilizing "2010-2011 Pedestrian & Bicycle Program Grant" funds. Effective dates: July 15, 2010 - October 31, 2011 Project Manager: Adam Soplop, P.E.-(503) 988-5050 x22604 (Admin Contact: Cathey Kramer x22589)</i></p> <p>*** Text changed ***</p>	152,690.000	Dollars	\$ 1.0000

From: RYAN Matthew O
Sent: Tuesday, June 29, 2010 12:18 PM
To: KRAMER Cathey M
Subject: FW: ODOT IGAs-Halsey St Infill (Fairview)

Cathey,
The attached IGA and its first amendment have been reviewed and are approved for submission to the BCC for its consideration. Thanks.

Matthew O. Ryan
Assistant County Attorney
Office of Multnomah County Attorney
501 SE Hawthorne Blvd, Suite 500
Portland, Oregon 97214
Tel: 503-988-3138; Fax: 503-988-3377
matthew.o.ryan@co.multnomah.or.us

CONFIDENTIALITY: This email transmission may contain confidential and privileged information. The information contained herein is intended for the addressee only. If you are not the addressee, please do not review, disclose, copy or distribute this transmission. If you have received this transmission in error, please contact the sender immediately

IGA #1

30RIG

Misc. Contracts and Agreements
No. 25329

**WALKWAY/BIKEWAY PROJECT AGREEMENT
2010-2011 Pedestrian and Bicycle Program Grant
Halsey Street Sidewalk Infill (Fairview)**

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", the City of Fairview, acting by and through its elected officials, hereinafter referred to as "Agency" and Multnomah County, acting by and through its elected officials, hereinafter referred to as "County".

RECITALS

1. NE Halsey Street is a part of the county road system under the jurisdiction and control of Multnomah County. NE 205th Avenue is a part of the city street system under the jurisdiction and control of the City of Fairview.
2. By the authority granted in ORS 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. For purposes of Article IX, Section 3(a), of the Oregon Constitution, the establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within the right of way.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments 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.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to design and construct a sidewalk on the north side of NE Halsey Street from 201st to 208th, including a drainage swale and pedestrian crossing, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

Agency/County/State
Agreement No. 25329

2. Agency has determined that the actual total cost of the Project is estimated to be \$152,690. State shall fund the Project in an amount not to exceed \$127,690. Agency shall provide a match in the amount of \$25,000 and shall be responsible for any portion of the Project which is not covered by State funding.
3. The work is to begin upon execution of this Agreement by all parties and be completed no later than October 31, 2011. This Agreement shall terminate upon completion of construction and final payment, or five calendar years from date of final signature, whichever is sooner, unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

AGENCY OBLIGATIONS

1. Agency or its contractor shall conduct the necessary field surveys, prepare plans and contract documents; advertise for bid proposals; award all contracts, and supervise construction of the Project.
2. Agency shall submit a copy of the plans and specifications to State through the State's Pedestrian and Bicycle Program Manager for review and concurrence prior to advertising for a construction contract or prior to construction, if Agency forces will perform the construction work. Concurrence must be received from State prior to proceeding with the Project. The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Plan and shall comply with the most current ADA guidelines.
3. Agency shall, upon completion of Project, submit to State Pedestrian and Bicycle Program Manager an itemized statement of the final actual total cost of the Project.
4. Agency represents that this Agreement is signed by personnel duly authorized to do so by the City Council.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Agency/County/State
Agreement No. 25329

6. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval.
7. The Special Provisions for the construction contract work for this Project shall include the following stipulations:
 - a. Contractor shall indemnify State, Agency and County and name State, Agency and County as third party beneficiaries of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State, Agency and County and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under this Contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State and Agency. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$ 2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and Agency and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance

Agency/County/State
Agreement No. 25329

coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State and Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

8. Agency shall indemnify, defend, save, and hold harmless the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation, their officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, costs, expenses, and liabilities of any nature whatsoever resulting from, arising out of, or relating to the activities of Agency or its officers, employees, subcontractors, or agents under this Agreement.
9. Notwithstanding the foregoing defense obligations under the paragraph above, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of State or any agency/department/division of State, nor purport to act as legal representative of the State or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such the State. State may, at anytime at its election and its cost, assume its own defense and settlement in the event that it determines that Agency is prohibited from defending it, or that Agency is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. State and Agency reserve all rights to pursue any claims it may have against the other if State elects to assume its own defense.
10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$127,690.
11. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, workers compensation, unemployment taxes, and state and federal withholdings.
12. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its subcontractors complies with these requirements.
13. During Project construction, Agency shall post signs that credit funding by a Grant from the Oregon Department of Transportation – Pedestrian and Bicycle Program. A sign template can be supplied by ODOT.

Agency/County/State
Agreement No. 25329

14. Agency shall analyze the crossing at 205th Avenue to determine the most suitable crossing configuration and shall construct improvements as necessary.

COUNTY OBLIGATIONS

1. County shall, upon completion of Project, maintain the Project at its own cost and expense and in a manner satisfactory to State.
2. County hereby grants Agency and/or its contractor, the right to enter onto and occupy County right of way within the Project limits for the performance of field work and Project construction.

STATE OBLIGATIONS

1. State's Pedestrian and Bicycle Program shall review and must concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work. State's Pedestrian and Bicycle Program office shall process all billings submitted by Agency.
2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated costs of \$127,690. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$127,690. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both parties.

Agency/County/State
Agreement No. 25329

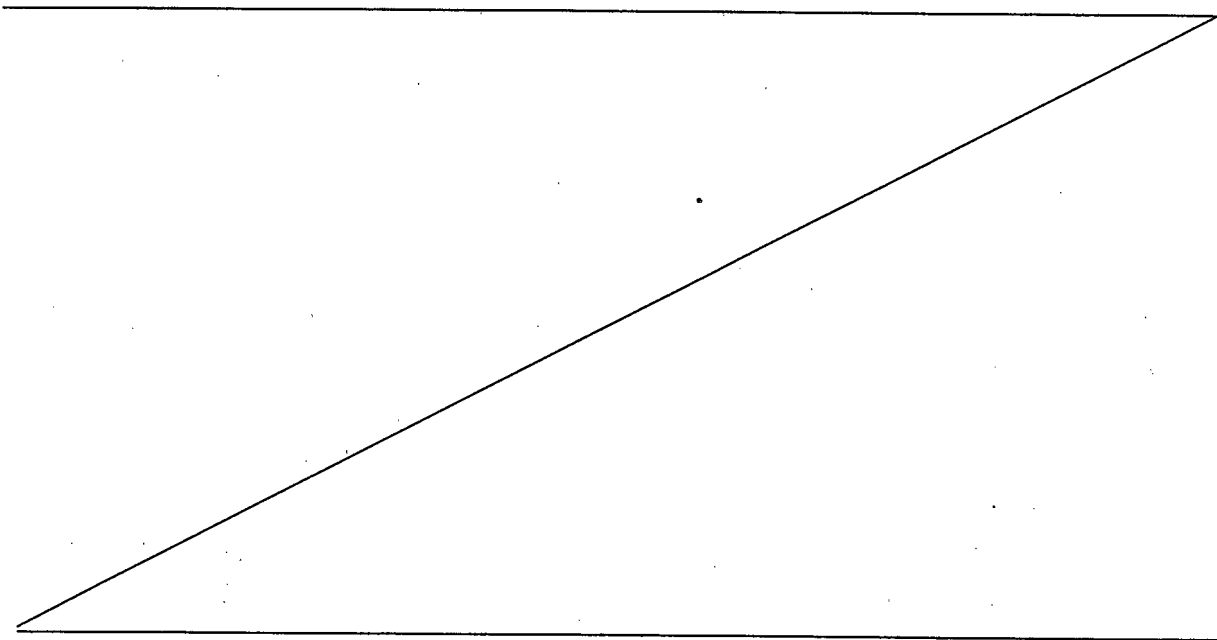
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If any funds are remaining from the advance deposit, they shall be refunded to State.
4. State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
5. This Agreement may be executed in several counterparts [facsimile or otherwise] all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Agency/County/State
Agreement No. 25329

6. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

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

The Oregon Transportation Commission on June 18, 2003 approved Delegation Order No. 3, Paragraph 12, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.



Signature Page to Follow



Agency/County/State
Agreement No. 25329

On July 7, 2005 the Director and Deputy Director, Highways approved Subdelegation Order No. 4, Paragraph 10, in which the Director and Deputy Director, Highways, delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

City of Fairview, by and through its elected officials

By J. P. Hill

Date March 19, 2009

By _____

Date _____

Multnomah County by and through its designated officials

By Brian Vincent

Brian Vincent, P.E., County Engineer

Date April 1, 2009

MULTNOMAH COUNTY COMMISSIONERS

By _____

Jeff Cogen, Chair of the Board

Date _____

Agency Contact:

John Gessner

Community Development Director

1300 NE Village Street

Fairview, OR 97024

503-674-6205

gessnerj@ci.fairview.or.us

County Contact:

Brian Vincent, County Engineer

Multnomah County

1620 SE 190th Ave

Portland OR 97233

503-988-5050, ext 29642

brian.s.vincent@co.multnomah.or.us

STATE OF OREGON, by and through its Department of Transportation

By T.M. Ne

Technical Services Manager/Chief Engineer

Date 4-10-09

APPROVAL/RECOMMENDED

By Shula Lyons

Pedestrian/Bicycle Program Manager

Date 8 April - 09

APPROVED AS TO LEGAL SUFFICIENCY

By Dale H. Worman

Assistant Attorney General

Date: 4/17/09

By /s/ Matthew O. Ryan

City Counsel/Assistant County Attorney

for Multnomah County, Oregon

Date 06/29/2010

By _____

County Counsel

Date _____

MULTNOMAH COUNTY AGREEMENT No. 4600008384

Misc. Contracts and Agreements
No. 25329

**AMENDMENT NUMBER 01
WALKWAY/BIKEWAY AGREEMENT
Halsey Street Sidewalk Infill (Fairview)
City of Fairview and Multnomah County**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," the **City of Fairview**, acting by and through its elected officials, hereinafter referred to as "Agency," and **Multnomah County**, acting by and through its elected officials, hereinafter referred to as "County", entered into an Agreement on April 10, 2009. Said Agreement covers design and construction of a sidewalk.

It has now been determined by State, Agency and County that the Agreement referenced above shall be amended to add funds. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. Agency has determined that the actual total cost of the Project is estimated to be \$152,690. State shall fund the Project in an amount not to exceed \$127,690. Agency shall provide a match in the amount of \$25,000 and shall be responsible for any portion of the Project which is not covered by State funding.

Shall be deleted in its entirety and replaced with the following:

2. Agency has determined that the actual total cost of the Project is estimated to be \$182,690. State shall fund the Project in an amount not to exceed \$157,690. Agency shall provide a match in the amount of \$25,000 and shall be responsible for any portion of the Project which is not covered by State funding.

AGENCY OBLIGATIONS, Paragraph 10, Page 4, which reads:

10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$127,690.

Shall be deleted in its entirety and replaced with the following:

10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$157,690.

STATE OBLIGATIONS, Paragraph 2, Page 5, which reads:

2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$63,845, such

Agency/State
Agreement No. 25329

amount being equal to 50 percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated costs of \$127,690. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$127,690. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.

Shall be deleted in its entirety and replaced with the following:

2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$78,845 such amount being equal to 50 percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$78,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated costs of \$157,690. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$157,690. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 3, Paragraph 12, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

Agency/State
Agreement No. 25329

On July 7, 2005 the Director and Deputy Director, Highways approved Subdelegation Order No. 4, Paragraph 10, in which the Director and Deputy Director, Highways, delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

City of Fairview, by and through its elected officials

By J. Gessner

Date 6-7-10

By _____

Date _____

Multnomah County by and through its designated officials

By B. Vincent
Brian Vincent, PE, County Engineer

Date 6/7/10

BOARD OF COUNTY COMMISSIONERS:

By _____

Jeff Cogen, County Chair

Date _____

Agency Contact:

John Gessner
Community Development Director
1300 NE Village Street
Fairview, OR 97024
503-674-6205
gessnerj@ci.fairview.or.us

County Contact:

Brian Vincent, County Engineer
Multnomah County
1620 SE 190th Ave
Portland OR 97233
503-988-5050, ext 29642
brian.s.vincent@co.multnomah.or.us

STATE OF OREGON, by and through
its Department of Transportation

By A. M. N.
Technical Services Manager/Chief Engineer

Date 6-14-10

APPROVAL RECOMMENDED

By Shula Lyons
Pedestrian/Bicycle Program Manager

Date 14 June 2010

APPROVED AS TO LEGAL SUFFICIENCY

By W. K. 4. dunn
Assistant Attorney General

Date: 6/11/10

By /s/ Matthew O. Ryan

~~City Counsel~~ Assistant County Attorney
for Multnomah County, Oregon

Date 06/29/2010

By _____

County Counsel

Date _____

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 4600008384

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

Amendment #: _____

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

Department: Community Services

Division/

Program: Land Use & Transportation Program

Date: June 29, 2010

Originator: Adam Soplop, PE

Phone: (503) 988-5050 x22604

Bldg/Room: 425/Yeon

Contact: Cathy Kramer

Phone: (503) 988-5050 x22589

Bldg/Room: 425/Yeon

Description of Contract: Walkway/Bikeway Project Intergovernmental Agreement between the Oregon Dept. of Transportation (ODOT), Multnomah County, and the City of Fairview, to utilize funds from the "2010-2011 Pedestrian & Bicycle Program Grant," for the Halsey Street Sidewalk Infill Project in the City of Fairview, on the north side of Halsey Street from 201st to 208th, Multnomah County roads. (ODOT IGA No. 25329)

RENEWAL: ☐ PREVIOUS CONTRACT #(S) _____

EEO Exhibit 5 required if amount over \$75k _____

PROCUREMENT _____
 EXEMPTION OR _____
 CITATION # _____

ISSUE _____
 DATE: _____

EFFECTIVE _____
 DATE: _____

END _____
 DATE: _____

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

Contractor	Oregon Department of Transportation			Remittance address (If different)			
Address	455 Airport Road, SE, Bldg K			Payment Schedule / Terms: <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Monthly \$ _____ <input checked="" type="checkbox"/> Other \$ _____ <input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:			
City/State	Salem OR						
ZIP Code	97301-5348						
Phone	(503) 986-2731 (Jule Youngren)						
Contract Effective Date	07/22/2010	Term Date	10/31/2011				
Amendment Effect Date		New Term Date					
Original Contract Amount	\$ _____			Original PA/Requirements Amount	\$ _____		
Total Amt of Previous Amendments	\$ _____			Total Amt of Previous Amendments	\$ _____		
Amount of Amendment	\$ _____			Amount of Amendment	\$ _____		
Total Amount of Agreement	\$ 152,690.00 *			Total PA/Requirements Amount	\$ _____		

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
County Attorney <u>/s/ Matthew O. Ryan</u>	DATE <u>06/29/2010</u>
CPCA Manager _____	DATE _____
County Chair _____	DATE _____
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: * This Project will utilize Grant funding. There is no cost to the County.

(WBS: ROADCEC0511D)

Misc. Contracts and Agreements
No. 25329

**WALKWAY/BIKEWAY PROJECT AGREEMENT
2010-2011 Pedestrian and Bicycle Program Grant
Halsey Street Sidewalk Infill (Fairview)**

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", the City of Fairview, acting by and through its elected officials, hereinafter referred to as "Agency" and Multnomah County, acting by and through its elected officials, hereinafter referred to as "County".

RECITALS

1. NE Halsey Street is a part of the county road system under the jurisdiction and control of Multnomah County. NE 205th Avenue is a part of the city street system under the jurisdiction and control of the City of Fairview.
2. By the authority granted in ORS 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. For purposes of Article IX, Section 3(a), of the Oregon Constitution, the establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within the right of way.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments 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.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to design and construct a sidewalk on the north side of NE Halsey Street from 201st to 208th, including a drainage swale and pedestrian crossing, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

Agency/County/State
Agreement No. 25329

2. Agency has determined that the actual total cost of the Project is estimated to be \$152,690. State shall fund the Project in an amount not to exceed \$127,690. Agency shall provide a match in the amount of \$25,000 and shall be responsible for any portion of the Project which is not covered by State funding.
3. The work is to begin upon execution of this Agreement by all parties and be completed no later than October 31, 2011. This Agreement shall terminate upon completion of construction and final payment, or five calendar years from date of final signature, whichever is sooner, unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

AGENCY OBLIGATIONS

1. Agency or its contractor shall conduct the necessary field surveys, prepare plans and contract documents; advertise for bid proposals, award all contracts, and supervise construction of the Project.
2. Agency shall submit a copy of the plans and specifications to State through the State's Pedestrian and Bicycle Program Manager for review and concurrence prior to advertising for a construction contract or prior to construction, if Agency forces will perform the construction work. Concurrence must be received from State prior to proceeding with the Project. The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Plan and shall comply with the most current ADA guidelines.
3. Agency shall, upon completion of Project, submit to State Pedestrian and Bicycle Program Manager an itemized statement of the final actual total cost of the Project.
4. Agency represents that this Agreement is signed by personnel duly authorized to do so by the City Council.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Agency/County/State
Agreement No. 25329

6. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval.
7. The Special Provisions for the construction contract work for this Project shall include the following stipulations:
 - a. Contractor shall indemnify State, Agency and County and name State, Agency and County as third party beneficiaries of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State, Agency and County and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under this Contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State and Agency. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$ 2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and Agency and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance

Agency/County/State
Agreement No. 25329

coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State and Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

8. Agency shall indemnify, defend, save, and hold harmless the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation, their officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, costs, expenses, and liabilities of any nature whatsoever resulting from, arising out of, or relating to the activities of Agency or its officers, employees, subcontractors, or agents under this Agreement.
9. Notwithstanding the foregoing defense obligations under the paragraph above, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of State or any agency/department/division of State, nor purport to act as legal representative of the State or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such the State. State may, at anytime at its election and its cost, assume its own defense and settlement in the event that it determines that Agency is prohibited from defending it, or that Agency is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. State and Agency reserve all rights to pursue any claims it may have against the other if State elects to assume its own defense.
10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$127,690.
11. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, workers compensation, unemployment taxes, and state and federal withholdings.
12. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its subcontractors complies with these requirements.
13. During Project construction, Agency shall post signs that credit funding by a Grant from the Oregon Department of Transportation – Pedestrian and Bicycle Program. A sign template can be supplied by ODOT.

Agency/County/State
Agreement No. 25329

14. Agency shall analyze the crossing at 205th Avenue to determine the most suitable crossing configuration and shall construct improvements as necessary.

COUNTY OBLIGATIONS

1. County shall, upon completion of Project, maintain the Project at its own cost and expense and in a manner satisfactory to State.
2. County hereby grants Agency and/or its contractor, the right to enter onto and occupy County right of way within the Project limits for the performance of field work and Project construction.

STATE OBLIGATIONS

1. State's Pedestrian and Bicycle Program shall review and must concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work. State's Pedestrian and Bicycle Program office shall process all billings submitted by Agency.
2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated costs of \$127,690. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$127,690. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both parties.

Agency/County/State
Agreement No. 25329

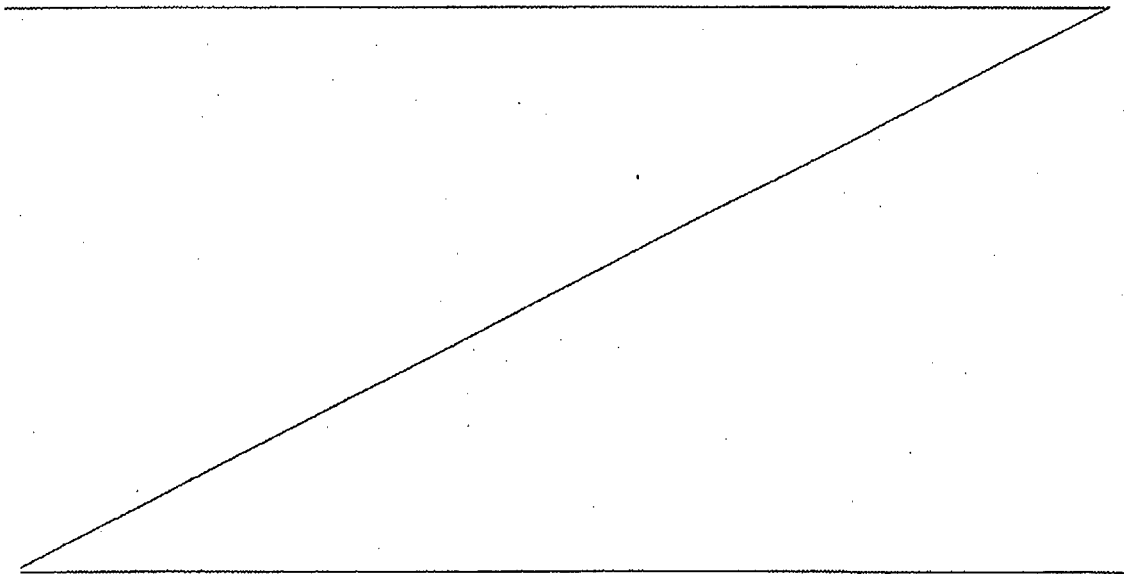
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If any funds are remaining from the advance deposit, they shall be refunded to State.
4. State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
5. This Agreement may be executed in several counterparts [facsimile or otherwise] all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Agency/County/State
Agreement No. 25329

6. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

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

The Oregon Transportation Commission on June 18, 2003 approved Delegation Order No. 3, Paragraph 12, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.



Signature Page to Follow

Agency/County/State
Agreement No. 25329

On July 7, 2005 the Director and Deputy Director, Highways approved Subdelegation Order No. 4, Paragraph 10, in which the Director and Deputy Director, Highways, delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

City of Fairview, by and through its elected officials

By J.P. Jell

Date 3/19/09

By _____

Date _____

Multnomah County by and through its designated officials

By Brian Vincent

Brian Vincent, PE, County Engineer

Date April 1, 2009

BOARD OF COUNTY COMMISSIONERS:

By _____

Jeff Cogen, County Chair

Date _____

Agency Contact:

John Gessner

Community Development Director

1300 NE Village Street

Fairview, OR 97024

503-674-6205

gessnerj@ci.fairview.or.us

County Contact:

Brian Vincent, County Engineer

Multnomah County

1620 SE 190th Ave

Portland OR 97233

503-988-5050, ext 29642

brian.s.vincent@co.multnomah.or.us

STATE OF OREGON, by and through
its Department of Transportation

By Ch M. N

Technical Services Manager/Chief Engineer

Date 4-10-09

APPROVAL RECOMMENDED

By Shirley Lyons

Pedestrian/Bicycle Program Manager

Date 8 April - 09

APPROVED AS TO LEGAL SUFFICIENCY

By W. H. H. H. H.

Assistant Attorney General

Date: 4/7/09

By /s/ Matthew O. Ryan

~~City Counsel~~ Assistant County Attorney

for Multnomah County, Oregon

Date 6/29/2010

By _____

County Counsel

Date _____

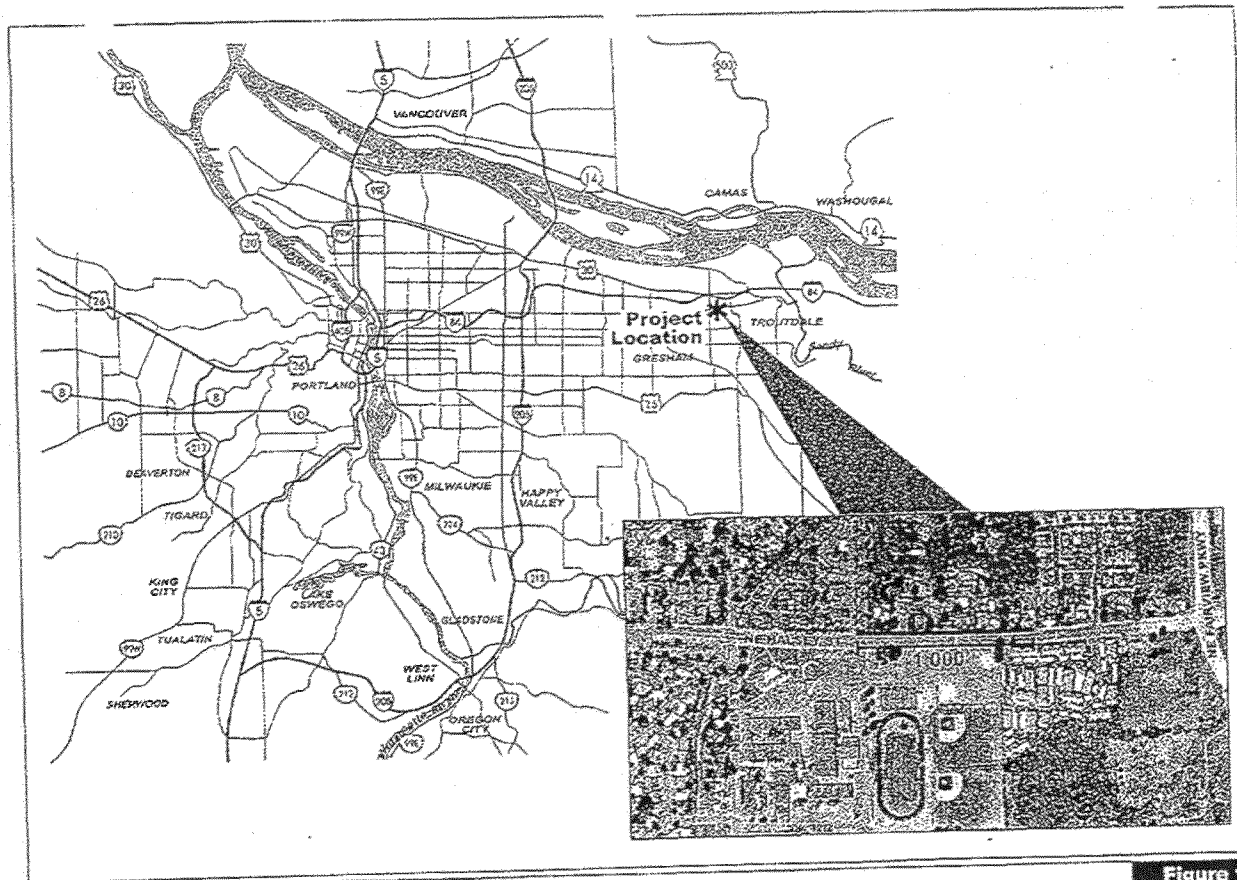


Exhibit A

DKS Associates
CONSULTATION SOLUTIONS

Map Source:
© 2008 Google - Imagery © 2008 DigitalGlobe, Metro, Portland OR, State of Oregon, GeoEye

Figure 1
STUDY AREA & PROPOSED
SIDEWALK LOCATION

**WALKWAY/BIKEWAY PROJECT AGREEMENT
2010-2011 Pedestrian and Bicycle Program Grant
Halsey Street Sidewalk Infill (Fairview)**

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", the City of Fairview, acting by and through its elected officials, hereinafter referred to as "Agency" and Multnomah County, acting by and through its elected officials, hereinafter referred to as "County".

RECITALS

1. NE Halsey Street is a part of the county road system under the jurisdiction and control of Multnomah County. NE 205th Avenue is a part of the city street system under the jurisdiction and control of the City of Fairview.
2. By the authority granted in ORS 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. For purposes of Article IX, Section 3(a), of the Oregon Constitution, the establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within the right of way.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments 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.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to design and construct a sidewalk on the north side of NE Halsey Street from 201st to 208th, including a drainage swale and pedestrian crossing, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

Agency/County/State
Agreement No. 25329

2. Agency has determined that the actual total cost of the Project is estimated to be \$152,690. State shall fund the Project in an amount not to exceed \$127,690. Agency shall provide a match in the amount of \$25,000 and shall be responsible for any portion of the Project which is not covered by State funding.
3. The work is to begin upon execution of this Agreement by all parties and be completed no later than October 31, 2011. This Agreement shall terminate upon completion of construction and final payment, or five calendar years from date of final signature, whichever is sooner, unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

AGENCY OBLIGATIONS

1. Agency or its contractor shall conduct the necessary field surveys, prepare plans and contract documents; advertise for bid proposals, award all contracts, and supervise construction of the Project.
2. Agency shall submit a copy of the plans and specifications to State through the State's Pedestrian and Bicycle Program Manager for review and concurrence prior to advertising for a construction contract or prior to construction, if Agency forces will perform the construction work. Concurrence must be received from State prior to proceeding with the Project. The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Plan and shall comply with the most current ADA guidelines.
3. Agency shall, upon completion of Project, submit to State Pedestrian and Bicycle Program Manager an itemized statement of the final actual total cost of the Project.
4. Agency represents that this Agreement is signed by personnel duly authorized to do so by the City Council.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Agency/County/State
Agreement No. 25329

6. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval.
7. The Special Provisions for the construction contract work for this Project shall include the following stipulations:
 - a. Contractor shall indemnify State, Agency and County and name State, Agency and County as third party beneficiaries of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State, Agency and County and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under this Contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State and Agency. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$ 2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and Agency and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance

Agency/County/State
Agreement No. 25329

coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State and Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

8. Agency shall indemnify, defend, save, and hold harmless the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation, their officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, costs, expenses, and liabilities of any nature whatsoever resulting from, arising out of, or relating to the activities of Agency or its officers, employees, subcontractors, or agents under this Agreement.
9. Notwithstanding the foregoing defense obligations under the paragraph above, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of State or any agency/department/division of State, nor purport to act as legal representative of the State or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such the State. State may, at anytime at its election and its cost, assume its own defense and settlement in the event that it determines that Agency is prohibited from defending it, or that Agency is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. State and Agency reserve all rights to pursue any claims it may have against the other if State elects to assume its own defense.
10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$127,690.
11. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, workers compensation, unemployment taxes, and state and federal withholdings.
12. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its subcontractors complies with these requirements.
13. During Project construction, Agency shall post signs that credit funding by a Grant from the Oregon Department of Transportation – Pedestrian and Bicycle Program. A sign template can be supplied by ODOT.

Agency/County/State
Agreement No. 25329

14. Agency shall analyze the crossing at 205th Avenue to determine the most suitable crossing configuration and shall construct improvements as necessary.

COUNTY OBLIGATIONS

1. County shall, upon completion of Project, maintain the Project at its own cost and expense and in a manner satisfactory to State.
2. County hereby grants Agency and/or its contractor, the right to enter onto and occupy County right of way within the Project limits for the performance of field work and Project construction.

STATE OBLIGATIONS

1. State's Pedestrian and Bicycle Program shall review and must concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work. State's Pedestrian and Bicycle Program office shall process all billings submitted by Agency.
2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated costs of \$127,690. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$127,690. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both parties.

Agency/County/State
Agreement No. 25329

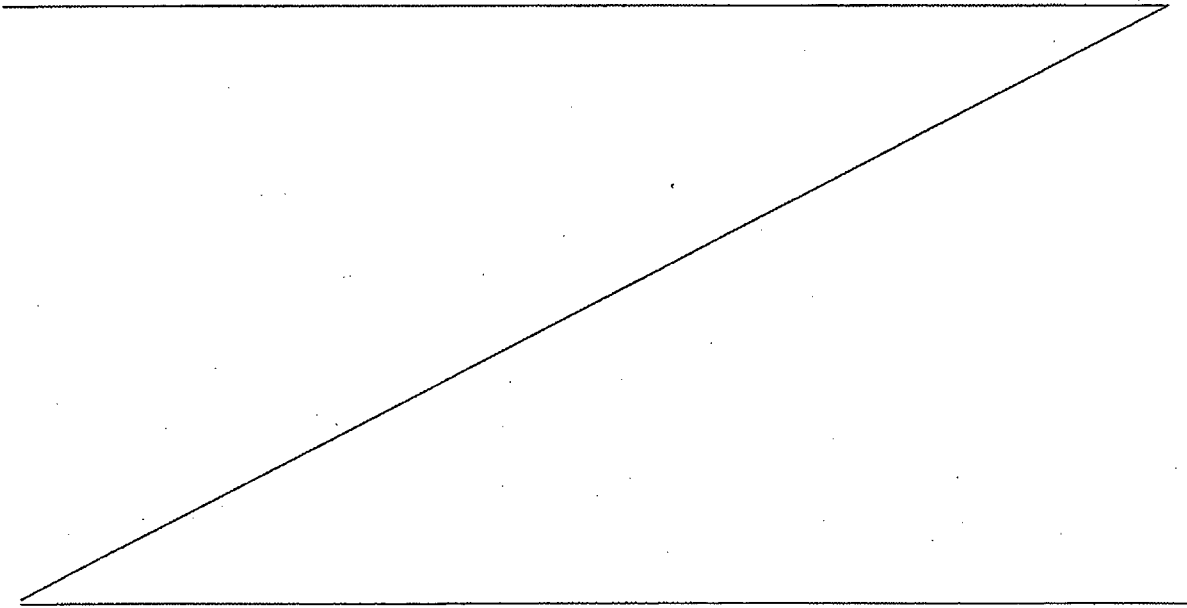
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If any funds are remaining from the advance deposit, they shall be refunded to State.
4. State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
5. This Agreement may be executed in several counterparts [facsimile or otherwise] all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Agency/County/State
Agreement No. 25329

6. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

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

The Oregon Transportation Commission on June 18, 2003 approved Delegation Order No. 3, Paragraph 12, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.



Signature Page to Follow

Agency/County/State
Agreement No. 25329

On July 7, 2005 the Director and Deputy Director, Highways approved Subdelegation Order No. 4, Paragraph 10, in which the Director and Deputy Director, Highways, delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

City of Fairview, by and through its elected officials

By J. P. Hill

Date March 19, 2009

By _____

Date _____

Multnomah County by and through its designated officials

By Brian Vincent

Brian Vincent, PE, County Engineer

Date April 1, 2009

MULTNOMAH COUNTY COMMISSIONERS

By _____

Jeff Cogen, Chair of the Board

Date _____

Agency Contact:

John Gessner
Community Development Director
1300 NE Village Street
Fairview, OR 97024
503-674-6205
gessnerj@ci.fairview.or.us

County Contact:

Brian Vincent, County Engineer
Multnomah County
1620 SE 190th Ave
Portland OR 97233
503-988-5050, ext 29642
brian.s.vincent@co.multnomah.or.us

STATE OF OREGON, by and through
its Department of Transportation

By T.M. Ne

Technical Services Manager/Chief Engineer

Date 4-10-09

APPROVAL RECOMMENDED

By Shula Lyons

Pedestrian/Bicycle Program Manager

Date 8 April - 09

APPROVED AS TO LEGAL SUFFICIENCY

By Dale H. Homan

Assistant Attorney General

Date: 4/7/09

By /s/ Matthew O. Ryan

City/Counsel/Assistant County Attorney
for Multnomah County, Oregon

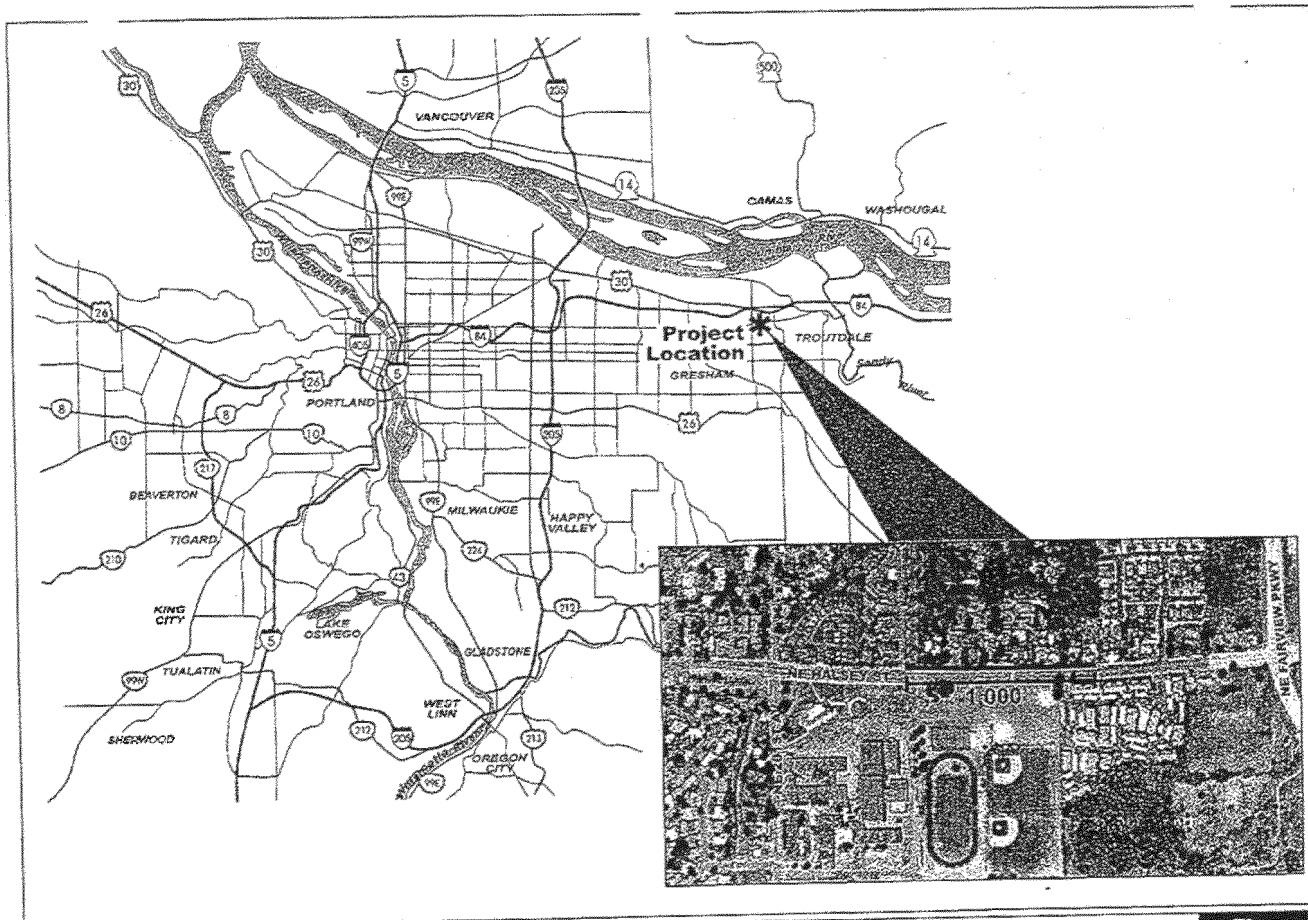
Date 06/29/2010

By _____

County Counsel

Date _____

MULTNOMAH COUNTY AGREEMENT No. 4600008384



DKS Associates
TRANSPORTATION SOLUTIONS

Map Source:
©2008 Google - Imagery, ©2008 DigitalGlobe, Metro, Portland OR, State of Oregon, GeoEye

Figure 1

**STUDY AREA & PROPOSED
SIDEWALK LOCATION**

Exhibit A



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-11 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-11
Est. Start Time: 10:55 am

Agenda Title: **Approval to Lease Approximately 11,004 Square Feet of Space For a New Rockwood Clinic**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: July 22, 2010 **Amount of Time Needed:** 10 minutes
Department: Health Department **Division:** Integrated Clinical Services
Contact(s): Susan Kirchoff
Phone: (503) 988-3663 **Ext.** 25870 **I/O Address:** 160 / 9
Presenter(s): Susan Kirchoff, Integrated Clinical Services

General Information

1. What action are you requesting from the Board?

Approval to lease approximately 11,004 square feet of space for a new Rockwooc Clinic located at 2020 SE 182nd Ave., Gresham, OR..

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

Multnomah County Health Department entered into a Mutual Statement of Agreement to Enter Into a Lease to lease approximately 11,004square feet of space within a building located at 2020 SE 182nd Avenue, Gresham, Oregon. This facility was recently purchased by CareOregon for the purpose of operating a primary care clinic. Clinic facilities will be built out by the landlord and turned over to Multnomah County in a turn key condition. The Mutual Statement provided for a thirty (30) year term at a rate of \$23.00 per square foot, however, it has been decided to lease for a primary term of seven (7) years with two (2) 5-yr renewal options. The lease is full service with landlord responsible for all services, repairs and maintenance. County will monitor the Fire/Life/Safety alarm system..

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

Annual rent of \$253,092.00 will total \$1,771,644.00 for the primary term of the lease. Rent during

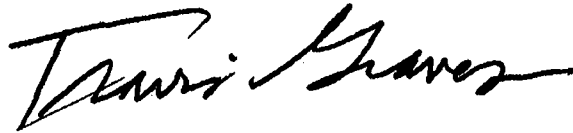
a renewal option shall be a mutually agreed upon amount based on fair market value at the time of the renewal.

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

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

Required Signature

Elected Official or
Department/
Agency Director:



Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving a Lease of Real Property from Care Oregon For a New Rockwood Clinic at 2020 SE 182nd Avenue, Gresham, Oregon

The Multnomah County Board of Commissioners Finds:

- a. There currently are significant barriers to health care access for low income residents in the Rockwood area.
- b. Care Oregon, a leader in providing access to Oregon's Medicaid population, recently purchased a building at 2020 SE 182nd Avenue, Gresham, Oregon with the intention of entering into a long term lease agreement with Multnomah County Health Department to provide medical, dental and pharmacy services in the Rockwood area.
- c. The goal is to offer residents an option for more preventative care and earlier interventions through a medical home model, leveraging the Health Department's knowledge and experience providing cost effective medical and dental care for un/under-insured patients.
- d. The proposed project will allow the Health Department to add four medical and two dental providers and access to medical services for approximately 3,300 individuals and dental services for 1,100 individuals in the first year of operation.
- e. The Health Department has worked with CareOregon to reduce the non-essential tenant improvements, and CareOregon has agreed to fund the rehabilitation of the property and tenant improvements. The premises will be turned over to Multnomah County Health Department upon lease commencement in a turn-key condition.
- f. The attached lease has been negotiated for approximately 11,004 square feet of space. There is additional space available in the building should the need to expand arise. The County has the right of first refusal for any additional space available.
- g. All maintenance, services and repairs will be the responsibility of the landlord.
- h. It is in the best interests of the County to lease the property on the terms and conditions set for in the attached lease.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached lease of the property. The County Chair is authorized to execute a lease substantially as set forth in the attachment
2. The County Chair is authorized to execute renewals and amendments to the lease without further Board action.

ADOPTED this 22nd day of July 2010.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
Mindy Harris, Director, Dept. of County Management

LEASE

Date:

Between: Care Access LLC ("Lessor")
315 SW 5th Avenue, Suite 900
Portland, OR 97204

And: Multnomah County, Oregon ("Lessee")
Facilities and Property Management
401 N Dixon
Portland, OR 97227

Lessor leases to Lessee and Lessee leases from Lessor the following described property (the "Premises") on the terms and conditions stated below:

Approximately 11,004 square feet of space located at 2020 SE 182nd Ave., Portland, Oregon, 97233, Multnomah County, Oregon.

Section 1. Occupancy

- 1.1 **Original Term.** The term of this lease shall commence on **August 02, 2010** and continue through **August 01, 2017** unless sooner terminated as hereinafter
- 1.2 **Possession.** Lessee's right to possession and obligations under the lease shall commence on **August 02, 2010** or on such date as the Lease is fully executed and the Premises are available for possession by Lessee.
- 1.3 **Right of First Refusal for Additional Space.** Lessee shall have right to take any part of or all additional space available within the Premises with Lessee's giving ninety (90) days written notice. Should Lessor receive a proposal to lease available space within the Premises, Lessor shall give Lessee notice of such proposal and Lessee shall then have fourteen (14) business days to respond to Lessor. Rental rate for additional space shall be the same as paid for the original space leased under this Lease.
- 1.4 **Renewal Option.** Lessee shall have the option to renew this Lease for two (2) successive and consecutive terms of five (5) years each, provided Lessee is not in default at the time of exercise of any such renewal option and on the commencement date of any such renewal term. Each renewal term shall commence on the day following the last day of the previous term. Each option to renew shall be exercised by written notice to Lessor given by Lessee not less than one hundred and eighty (180) days prior to the commencement date of the renewal term. The terms and conditions of the Lease for the renewal terms shall be identical to those existing as of the last day of the initial term except that the amount of Base Rent (as defined in Section 2.1 below) shall be determined as provided below. Base Rent for the renewal terms shall be the fair market rental value per square foot as agreed upon by the parties multiplied by the area of the Premises. After exercise of Tenant's option to renew the

Lease, the parties shall discuss and attempt to determine the base rent to be paid during the renewal term in question by agreement. If the parties are unable to reach agreement before the 60th day prior to the commencement of the renewal term, the matter shall be determined by arbitration. If rent arbitration is required, each party will select an independent realtor-appraiser having knowledge with respect to commercial rents in the Portland, Oregon metropolitan area. The two persons so chosen shall select an independent realtor-appraiser having the above qualifications to serve as arbitrator, or if they cannot agree, the presiding or senior judge of the Multnomah County, Oregon Circuit Court shall select the arbitrator. The arbitrator shall be instructed to determine the fair market rental value of the Premises for the period in question, which will be the Base Rent for the period, provided that the Base Rent during the renewal term will not in any event be less than the Base Rent in effect during the last year of the preceding term. If the arbitrator does not reach a decision prior to commencement of the period, Base Rent shall continue to be payable in the amount previously in effect and retroactive adjustment shall be made when the arbitrator reaches a decision. The arbitration shall be conducted according to the procedures of ORS 33.210, and the award shall have the effect provided therein.

Section 2. Rent.

- 2.1 Base Rent.** During the original term, Lessee shall pay to Lessor as base rent the sum of \$21,091.00 per month, to begin upon commencement of the lease. Rent shall be payable on the first day of each month in advance at the address for Lessor first above stated or at such place as may be designated by Lessor.
- 2.2 Additional Rent.** Any other sum that Lessee is required to pay to Lessor shall be considered additional rent.
- 2.3 Assignment and Subletting.** Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this lease or in the premises without Lessor's prior written consent.
- 2.4 Successor.** The provisions of this lease shall extend to and be binding upon Lessee and Lessor and their respectful legal representatives, successors and assigns.

Section 3. Use of the Premises.

- 3.1 Permitted Use.** The Premises shall be used as a **Health Care Facility**. The Premises shall be used for no other purpose without the consent of Lessor, which consent shall not be unreasonably withheld or delayed.
- 3.2 Restrictions on Use.** In connection with the use of the Premises, Lessee shall:
 - (1) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use, but Lessee shall not be required to make any structural changes to effect such compliance.
 - (2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Lessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Lessor to obtain reduced premium rates for long-term fire insurance policies, unless Lessee pays the additional cost of the insurance.

- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.
- (4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect.

3.3 Hazardous Substances. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the reasonable operation of the permitted use specified in Section 3.1. Lessee may store such Hazardous Substances on the premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Inspection; Compliance. Lessor and Lessor's contractors shall have the right to enter into Premises at any time, in case of an emergency, and otherwise at reasonable times after twenty (24) hour notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Section) is found to exist or be imminent, or the inspection is as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefore.

Section 4. Repairs and Maintenance.

4.1 This Lease is full service with all maintenance and repairs the responsibility of Lessor.

4.2 Lessor's Interference with Lessee. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Lessor shall not cause unreasonable interference with use of the Premises by Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirement of this provision.

Section 5. Alterations

5.1 Alterations Prohibited. Lessee shall make no improvements or alterations on the Premises of any kind without first obtaining Lessor's consent in writing. All alterations shall be made in a good and workmanlike manner, and in compliance with all applicable laws and building Lessor may, at its option, require that Lessee remove any improvements, alterations, wiring, cables, or conduit installed by or for Lessee and restore the Premises in good condition upon termination of this lease, subject only to reasonable wear from ordinary use.

Section 6. Insurance

6.1 Insurance Required. Lessor shall keep the Premises insured at Lessor's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Lessee shall bear the expense of any insurance insuring the property of Lessee on the premises against such risks but shall not be required to insure. Lessee is self-insured for the risks for which insurance is required under this paragraph. So long as Lessee remains self-insured, Lessee shall not be required to provide the insurance required by this paragraph. Lessee shall provide to Lessor a certificate of self-insurance.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes. Lessee is entitled to claim an exemption from real property taxes for the premises to the extent Lessee obtains such an exemption. Lessee shall not be liable for payment to Lessor of any additional sum for real property taxes, but shall remain liable for payment of any special assessments for which Lessee does not receive an exemption. The total compensation paid by Lessee under this lease has been established to reflect the savings below market rent resulting from the exemption from taxation.

Section 8. Services and Utilities.

8.1 Lessor and Lessee Responsibilities. Lessor will cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

Utility or Service	Lessor	Cost Paid By: Lessee
Water	X	
Sewer	X	
Electricity	X	
Gas	X	
Trash Removal	X	
Janitorial Service	X	
Janitorial Supplies	X	
Window Washing	X	
Snow, Ice Removal and Debris	X	
Heat, Ventilating, and Air Conditioning	X	

8.2 Recycling Materials. Lessor shall support the policy for recycling materials as provided in ORS 279.735 by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available to Lessee

8.3 Heating, Ventilating and Air Conditioning (HVAC) Requirements. The HVAC system shall satisfy all factors contributing to the respective heating and cooling and ventilation loads of the building, its occupancy and individual spaces. The system shall produce temperatures within

standard industry parameters. Consideration shall be given to HVAC unit zoning by sectioning areas where load variations occur. Temperature variations shall not exceed five degrees Fahrenheit in any given zone.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Lessor at Lessor's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Lessor and shall be performed in accordance with the provisions of Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than forty-five (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Lessee shall be entitled to the reimbursement of any prepaid amounts paid by Lessee and attributable to the anticipated term. If neither party elects to terminate, Lessor shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Lessor's reasonable control.

Section 10. Eminent Domain

10.1 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Lessee was then making of the Premises, the Lease shall terminate as of the date the condemnor takes possession. Such termination shall have the same effect as termination by Lessor under Section 9.2. Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.

10.2 Sale in Lieu of Condemnation. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 10 as a taking by condemnation.

Section 11. Liability and Indemnity

11.1 Liens. Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so and collect the cost as additional rent. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

11.2 Indemnification. Subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution the Oregon Tort Claims Act, ORS 30.260 through 30.300, and specifically within the financial limits set forth at ORS 30.270; Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to any negligent activity of Lessee on the Premises or any condition of the Premises in the possession or under the control of Lessee. Lessor shall have no liability to Lessee for any injury, loss, or damage caused by third parties,

or by any condition of the Premises except to the extent caused by Lessor's negligence or breach of duty under this lease.

11.3 Self Insurance. Lessee is self-insured for its liability exposures, as subject to the Oregon Tort Claims Act, Ors 30.260 through 30.300. A certificate of Self-Insurance will be provided upon request of Sublessor.

Section 12. Quiet Enjoyment. Lessor warrants that it has the right to lease the Premises, and Lessor warrants that so long as Lessee complies with all terms of this Lease it shall be entitled to peaceable and undisturbed possession of the premises free from any eviction or disturbance by Lessor.

Section 13. Default – The following are events of default:

13.1 Default in Rent. Failure of Lessee to pay rent or any other charge within fourteen (14) days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Lessee to comply with any term or condition or fulfill any obligation of Lease (other than the payment of rent or other charges) within twenty (20) days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the twenty (20) day period, this provision shall be complied with if Lessee begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

Section 14. Remedies on Default. In the event of default by Lessee, the Lease may be terminated at the option of Lessor by written notice to Lessee. Whether or not the Lease is terminated by the election of Lessor, Lessor shall be entitled to pursue any remedies available to Lessor under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the Lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the Premises in good condition; wear and tear excepted; broom clean and free of debris. Lessee's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures

- (1) All fixtures placed upon the Premises during the term, other than Lessee's trade fixtures, shall, at Lessor's option, become the property of Lessor. If Lessor so elects, Lessee shall remove any or all fixtures that would otherwise remain the property of Lessor.
- (2) Prior to expiration or other termination of the lease term Lessee shall remove all furnishings, furniture and trade fixtures that remain its property. If Lessee fails to do so, this shall be an abandonment of the property, and Lessee with respect to it shall cease or, by notice in writing given to Lessee within twenty (20) days after removal was required, Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal and place the property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Lessor.

15.3 Holdover

- (1) If Lessee does not vacate the Premises at the time required, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this lease. Failure of Lessee to remove fixtures, furniture, furnishings, or trade fixtures that Lessee is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Lessor for any purpose including preparation for a new tenant.
- (2) If a month to month tenancy results from a holdover by Lessee under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than thirty (30) days prior to the termination which shall be specified in the notice.

Section 16. Miscellaneous

16.1 Time of Essence. Time is of the essence for the performance of each of Lessee's obligations under this Lease.

16.2 Oregon Tort Claims Act. Any covenant herein by Lessee to defend, indemnify or hold harmless the Lessor, its subsidiaries, affiliates, officers, agents, employees, successors, and assigns, shall be subject to the financial limits provided in the Oregon Tort Claims Act as applicable to Local Governments, ORS 30.260 *et seq.* and the Oregon Constitution.

16.3 Termination. It is understood and agreed that both parties may cancel this agreement at any time by giving written notice not less than six (6) months' written notice of such cancellation.

16.4 Force Majeure. Whenever a period of time is prescribed in this Lease for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, Laws, or any other causes of any kind whatsoever which are beyond the control of the Lessor.

IN WITNESS HEREOF, the duly authorized representatives of the parties have executed this Lease as of the day and year first written above.

LESSOR
CARE ACCESS LLC

By: _____
Name: _____
Title: _____

LESSEE
MULTNOMAH COUNTY, OREGON

By: _____
Jeff Cogen, Chair

Reviewed By:

Matthew O. Ryan
Assistant County Attorney
Date: _____



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST NOTICE OF INTENT

(revised 12/31/09)

Board Clerk Use Only

Meeting Date: 7/22/2010

Agenda Item #: R-12

Est. Start Time: 11:05 am

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-12 DATE 7/22/2010
LYNDA GROW, BOARD CLERK

Agenda Title: NOTICE OF INTENT To apply for \$40 million from the TIGER II grant program for the Sellwood Bridge.

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>July 22, 2010</u>	Amount of Time Needed:	<u>5 minutes</u>
Department:	<u>Community Services</u>	Division:	<u>LUT Planning</u>
Contact(s):	<u>Karen Schilling</u>		
Phone:	<u>503-988-5050</u>	Ext.	<u>29635</u>
	I/O Address:		<u>455/1st Floor</u>
Presenter(s):	<u>Karen Schilling</u>		

General Information

1. What action are you requesting from the Board?

Approval to apply for \$40 million in TIGER II funds for the Sellwood Bridge replacement.

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

The County is preparing to replace the 85-year old Sellwood Bridge with a new bridge built to modern standards with capacity for motor vehicles, transit, bicycles and pedestrians. We expect to receive a Record of Decision (ROD) in the summer of 2010. The estimated cost for the bridge replacement is \$330 million. Working with our regional partners, the funding plan includes contributions from the following sources:

Multnomah County: \$127 million

City of Portland: \$100 million

Clackamas County: \$22 million

State of Oregon: \$30 million

Previously secured funds: \$11 million

Federal Authorization: requested \$40 million

If awarded up to \$40 million through the TIGER II grant program, the county could reduce the request for Transportation Authorization funding by an equivalent amount. The Sellwood Bridge project meets the criteria for TIGER II funds including improving the condition of existing transportation facilities and systems, economic competitiveness, livability, environmental sustainability, and safety. In addition, the projects are required to have a 20% local match and can increase their overall competitiveness by demonstrating significant non-Federal contributions. Projects are considered more favorable also by the partnerships demonstrated in the financing package. The project is multi-modal (vehicles, bikes, pedestrians, and streetcar-ready) making it more competitive as well.

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

This funding source is a grant, not a loan, so it will not have an impact on the Transportation Fund in the long run. By securing these funds, it will make it possible to construct the Sellwood Bridge on schedule.

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

NA

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

Numerous public meetings have been held as part of developing the Environmental Impact Statement for the Sellwood Bridge. A new Community Advisory Committee has been established to assist with the selection of the bridge type.

ATTACHMENT A

Grant Application/Notice of Intent

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

- **Who is the granting agency?**

US Department of Transportation

- **Specify grant (matching, reporting and other) requirements and goals.**

The goals of TIGER II are Long-term Outcomes, Job Creation and Economic Stimulus, Innovation, and Partnership. The criteria for Long-term Outcomes include State of Good Repair (improving the condition of existing facilities), Economic Competitiveness, Livability, Environmental Sustainability, and Safety. There is a 20% matching requirement but priority must be given to projects for which Federal funding is required to complete an overall financing package.

- **Explain grant funding detail – is this a one time only or long term commitment?**

This is a one-time grant request for capital construction of the Sellwood Bridge. Awards will be made after September 15, 2010.

- **What are the estimated filing timelines?**

Pre-applications are required by July 26 and applications due August 23, 2010.

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

The grant funds must be obligated by September 30, 2012. The County expects to start construction in 2012 and complete it by 2016.

- **When the grant expires, what are funding plans?**

This funding is not for on-going operations.

- **Is 100% of the central and departmental indirect recovered? If not, please explain why.**

Yes.

ATTACHMENT B

Required Signatures

Elected Official or
Department/
Agency Director:



Date:

for



Budget Analyst:

Date:



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

Board Clerk Use Only

Meeting Date: 7/22/2010

Agenda Item #: R-13

Est. Start Time: 11:10 am

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-13 DATE 7-22-2010
IDA GROW, BOARD CLERK

Agenda Title: **Approval of Amendment No. 1 to existing Intergovernmental Agreement with Oregon Dept. of Transportation for Morrison Bridge Rehabilitation**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: July 22, 2010 **Amount of Time Needed:** 5 minutes
Department: Community Services **Division:** Land Use & Trans/Bridge Sec
Contact(s): Jon Henrichsen
Phone: (503) 988-3757 **Ext.** 228 **I/O Address:** 446/Bridge Shop
Presenter(s): Jon Henrichsen

General Information

1. What action are you requesting from the Board?

Approval of Amendment No. 1 to the existing Intergovernmental Agreement between Multnomah County and ODOT to provide federal funds for the Morrison Bridge Rehabilitation project.

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

The Morrison Bridge lift span currently has a steel grating style deck which is at the end of its life and develops cracks in many locations each year. The cracks are repaired by maintenance; but more continue to appear, and repairs are no longer an adequate solution to maintain a safe and structurally sound grating. In addition, the east transition span has an asphalt overlay that is failing. This project will replace the existing lift span grating with a solid deck and overlay the east approach span with microsilica concrete.

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

This amendment adds \$3,500,367 in federal money to the \$5,652,990 in federal money already allocated to the project. These additional funds will be sufficient to fully fund the Morrison Bridge Rehabilitation. The County match for this project will be \$1,047,643. The County match is included in the FY2011 budget.

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

It is the County's policy (Comprehensive Plan Policy 33A and 33C) to provide a safe and efficient multi-modal transportation system. This project will continue the County's efforts to achieve this.

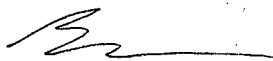
The IGA Amendment has been reviewed by the County Attorney's office.

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

The Bridge Section will work with the Public Affair's Office to publicize temporary impacts that this project will have on Bridge users. We will also work with the City of Portland Office of Transportation to coordinate traffic impacts and closures with other projects that may be occurring at the same time in the downtown area to ensure that traffic continues to flow in and out of downtown Portland.

Required Signature

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



Date: July 7, 2010

**AMENDMENT NUMBER 01
LOCAL AGENCY AGREEMENT
HIGHWAY BRIDGE PROGRAM (HBP) PROJECT
Morrison Bridge Rehabilitation**

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **MULTNOMAH COUNTY**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on July 16, 2008. Said Agreement covers the replacement of the steel grating on the lift span of the Morrison Bridge.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase the HBP funds available to the Project. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

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

2. The Project shall be conducted as a part of the Highway Bridge Program (HBP) under Title 23, United States Code. The total Project cost is estimated at \$7,000,000, which is subject to change. HBP funds for this Project shall be limited to \$5,652,990, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

Shall be deleted in its entirety and replaced with the following:

2. The Project shall be conducted as a part of the Highway Bridge Program (HBP) under Title 23, United States Code. The total Project cost is estimated at \$10,201,000, which is subject to change. HBP funds for this Project shall be limited to \$9,153,357, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds.

Paragraph 3, Special Provisions, which reads:

3. In the event that Agency elects to engage the services of a personal services consultant to perform any work covered under this Agreement, Agency and Consultant shall enter into a Personal Services Contract approved by State's Office of Procurement Manager or designee (Salem). Said contract must be reviewed and approved by the Office of Procurement Manager or designee prior to beginning any work. This review includes, but is not limited to the Request for Proposal, Statement of Work, advertisement and all contract documents. This review and approval is required to ensure federal reimbursement.

Agency/State
Agreement No. 24,715-1

Shall be deleted in its entirety

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledges that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is amended into the 2008-2011 Statewide Transportation Improvement Program, (Key #14980) that was approved by the Oregon Transportation Commission on May 4, 2010.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

Agency/State
Agreement No. 24,715-1

MULTNOMAH COUNTY, by and
through its elected officials

By _____
Jeff Cogen, Multnomah County
Chair
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By /s/ Matthew O. Ryan
Matthew O. Ryan, Assistant
County Attorney for Multnomah
Date 06/14/2010 County _____

Agency Contact:
Jon Henrichsen
1403 SE Water Ave, Bldg. 446
Portland, OR 97214
Phone: 503-988-3757 ex-228
jon.p.henrichsen@co.multnomah.or.us


State Contact:
Mark Foster
123 NW Flanders
Portland, OR 97209
Phone: 503-731-8288
mark.a.foster@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Paul R. Mather, Interim Administrator
Highway Division
Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief
Engineer
Date _____

By  _____
Region 1 Manager
Date 6/24/10

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General
Date _____

MULTNOMAH COUNTY IGA NO. 0708053

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 0708053

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

Amendment #: 1

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

Department: Community Services

Division/

Program: Land Use & Transportation Program

Date: 6/29/2010

Originator: Jon Henrichsen

Phone: (503) 988-3757 x 228

Bldg/Room: 446/Bridge Shop

Contact: Cathey Kramer

Phone: (503) 988-5050 x22589

Bldg/Room: 425/Yeon

Description of Contract: Amendment No. 1 to Intergovernmental Agreement with Oregon Dept. of Transportation (ODOT) for Highway Bridge Program (HBP) funding for the Morrison Bridge Rehabilitation Project (ODOT IGA No. 24,715).

RENEWAL: ☐ PREVIOUS CONTRACT #(S) _____

EEO Exhibit 5 required if amount over \$75k _____

PROCUREMENT
EXEMPTION OR
CITATION # _____

ISSUE
DATE: _____

EFFECTIVE
DATE: _____

END
DATE: _____

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

Contractor	Oregon Department of Transportation			Remittance address (If different)	
Address	123 NW Flanders St.				
City/State	Portland, OR			Payment Schedule / Terms:	
ZIP Code	97209-4037			<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	(503) 743-3157/Fax: (503) 731-8259 (Debbie Burgess)			<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
				<input type="checkbox"/> Other \$ _____	<input checked="" type="checkbox"/> Other
Contract Effective Date	07/01/2008	Term Date	06/30/2018	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date	07/22/2010	New Term Date	06/30/2018		
Original Contract Amount	\$ 5,652,990.00			Original PA/Requirements Amount	\$ _____
Total Amt of Previous Amendments	\$ 0			Total Amt of Previous Amendments	\$ _____
Amount of Amendment	\$ 3,500,367.00			Amount of Amendment	\$ _____
Total Amount of Agreement	\$ 9,153,357.00			Total PA/Requirements Amount	\$ _____

REQUIRED SIGNATURES:

Department Manager _____

DATE _____

County Attorney /s/ Matthew O. Ryan

DATE 06/14/2010

CPCA Manager _____

DATE _____

County Chair _____

DATE _____

Sheriff _____

DATE _____

Contract Administration _____

DATE _____

COMMENTS: (WBS: 6700RT3028D)



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 2-15 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-15
Est. Start Time: 11:20 am

Agenda Title: Intergovernmental Agreement with the City of Fairview for Halsey Street
Bicycle and Pedestrian Improvement

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: July 22, 2010 Amount of Time Needed: 5 Minutes
Department: Community Services Division: LUT – Road Services
Contact(s): Adam Soplop, P.E.
Phone: (503) 988.5050 Ext. 22604 I/O Address: 425
Presenter(s): Brian Vincent P.E., Adam Soplop P.E.

General Information

1. What action are you requesting from the Board?

Approval of an Intergovernmental Agreement (IGA) with City of Fairview for Sidewalk Infill Project, funded by the Oregon Department of Transportation (ODOT).

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

The purpose of this Agreement is to provide for the design and construction of a 1,000 foot long concrete sidewalk infill (including landscape and grassy swale improvements) along the north side of NE Halsey Street (a County Road under the jurisdiction of the County) from approximately 750 feet east of NE 201st Ave to approximately 850 feet west of NE Fairview Parkway within the City of Fairview (the "Project") and to establish the parties' obligations with respect to the Project. The parties have determined that the Project is necessary for the improved public safety and livability of NE Halsey Street.

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

No Fiscal Impact. The IGA with the City of Fairview provides reimbursement from ODOT funds for County Engineering Services for the placement of sidewalks and infiltration trench on the north side of Halsey between 202nd and 207th this summer. The County's contribution to the project is Design, Advertisement for Construction, and Construction Engineering (contractor oversight and administration of project). This will allow for County facilities to be upgraded.

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

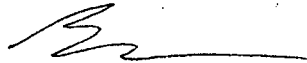
None. This project has been identified in the Capitol Improvement Program.

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

A citizen notification partnership between Multnomah County and the City of Fairview is anticipated to inform citizens of project progress.

Required Signature

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



Date: July 7, 2010

MULTNOMAH COUNTY CONTRACT APPROVAL FORM (CAF)

Contract #: 4600004385

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

Amendment #:

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

Department: Community Services

Division/

Program: Land Use & Transportation Program

Date: June 29, 2010

Originator: Adam Soplop, PE

Phone: (503) 988-5050 x22604

Bldg/Room: 425/Yeon

Contact: Cathey Kramer

Phone: (503) 988-5050 x22589

Bldg/Room: 425/Yeon

Description of Contract: Intergovernmental Agreement between Multnomah County and the City of Fairview to utilize Walkway/Bikeway Project funds from the "2010-2011 Pedestrian & Bicycle Program Grant," for the Halsey Street Sidewalk Infill Project in the City of Fairview, on the north side of Halsey Street from 201st to 208th, Multnomah County roads. (See also ODOT IGA No. 25329.)

RENEWAL: ☐ PREVIOUS CONTRACT #(S) _____

EEO Exhibit 5 required if amount over \$75k _____

PROCUREMENT
EXEMPTION OR
CITATION #

ISSUE
DATE:

EFFECTIVE
DATE:

END
DATE:

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

Contractor	City of Fairview			Remittance address (If different)	
Address	1300 NE Village Street				
City/State	Fairview OR			Payment Schedule / Terms:	
ZIP Code	97024-3817			<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Phone	(503) 665-7929			<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
				<input type="checkbox"/> Other \$	<input checked="" type="checkbox"/> Other
Contract Effective Date	07/22/2010	Term Date	10/31/2011	<input type="checkbox"/> Price Agreement (PA) or Requirements Funding Info:	
Amendment Effect Date		New Term Date			
Original Contract Amount	\$			Original PA/Requirements Amount	\$
Total Amt of Previous Amendments	\$			Total Amt of Previous Amendments	\$
Amount of Amendment	\$			Amount of Amendment	\$
Total Amount of Agreement	\$182,690.00 *			Total PA/Requirements Amount	\$

REQUIRED SIGNATURES:

Department Manager _____

DATE _____

County Attorney /s/ Matthew O. Ryan

DATE 06/29/2010

CPCA Manager _____

DATE _____

County Chair _____

DATE _____

Sheriff _____

DATE _____

Contract Administration _____

DATE _____

COMMENTS: * No cost to the County. Project funded by State funds.

(WBS: ROADCEC0511D)

INTERGOVERNMENTAL AGREEMENT
Multnomah County No. 4600008385

This is an Agreement between the City of Fairview, a political subdivision of the State of Oregon ("The City"), and Multnomah County, a political subdivision of the State of Oregon ("The County"), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this Agreement is to provide for the design and construction of a 1,000 foot long concrete sidewalk infill (including landscape and grassy swale improvements) along the north side of NE Halsey Street (a County Road under the jurisdiction of the County) from approximately 750 feet east of NE 201st Ave. to approximately 850 feet west of NE Fairview Parkway within the City of Fairview (the "Project") and to establish the parties' obligations with respect to the Project. The parties have determined that the Project is necessary for the improved public safety and livability of NE Halsey Street.

RECITALS:

1. In November 2008, the City was awarded a Pedestrian and Bicycle Program Grant from the Oregon Department of Transportation in the amount of \$157,900. The City must furnish a \$25,000 match. The City's grant application, including the intended scope of work, cost estimate and location is attached as Exhibit A. The ODOT award letter to the City is attached as Exhibit B.
2. The Project budget estimate as submitted in the grant application is \$182,689.
3. The City and County mutually agree that it is in the best public interest to utilize County design, advertising, award, and construction management services in executing the Project.
4. The City and ODOT have entered into an IGA (#25329) for this Project, with an effective date of April 10, 2009. The ODOT/City Agreement is attached as Exhibit C.
5. The County's Scope of Work under this Agreement is as set forth in the attached Exhibit D.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM.** The term of this Agreement shall be from the date that all required signatures have been obtained to the completion of the Project and final payment. Per the agreement between the City and ODOT, the Project must be complete by October 31, 2011, unless a later date is chosen by mutual agreement of the City and ODOT.
2. **RECITALS ARE INCORPORATED.** The above Recitals are contractual and incorporated by this reference.

3. **RESPONSIBILITIES OF THE COUNTY.** The County agrees to provide the following services:

- A. Designate the County Project Manager, who shall be:
Name: Adam Soplop, PE
Address: 1620 SE 190th Ave., Portland OR 97233
Phone/Fax: (503) 988-5050 x22604 - Fax: (503) 988-3321
E-mail: adam.soplop@co.multnomah.or.us
- B. County's Project Manager and/or appropriate staff shall regularly meet with City during the design and construction stages of the Project and provide timely responses to City's inquiries regarding the Project.
- C. The County will design, advertise, and, provided an acceptable responsive bid is received, award a contract for and manage the construction of the Project in compliance with Exhibits A, C, and D, provided the County shall only award a contract for construction of the Project if the available cash funds will cover the contract amount.
- D. If the County does award the construction contract, the County shall maintain electronic copies of all Project documents, which shall be provided to the City. The preliminary design shall identify any needs for ROW acquisition, easements, permits, utility relocations or reconstructions, etc., and such identified costs will be included in the Project estimate.
- E. If the County does award the construction contract, the County shall:
 - 1. Participate in public meetings scheduled for the Project as provided in Exhibit D.
 - 2. Develop and deliver the Project as provided in Exhibit D.
 - 3. Invoice City on a monthly basis for Project costs incurred.
- F. The County shall require that the Contractor selected for the Project obtain and keep in effect the insurance coverage required of the Contractor as described in paragraph 7 of the Agency Obligations in the ODOT/City Agreement.

4. **RESPONSIBILITIES OF CITY.** City agrees to provide the following services:

- A. Designate the City's Project Manager, who shall be:
Name: John Gessner, Public Works Director
Address: Fairview City Hall, 1300 NE Village St, Fairview OR 97024
Phone/Fax: (503) 674-6235 - Fax: (503) 667-7866
E-mail: gessnerj@ci.fairview.or.us
- B. Meet regularly with County during the design and construction stages of the Project.
- C. Timely respond to County's Project Manager's inquiries regarding the Project.
- D. Coordinate and conduct all public meeting(s) scheduled for the Project by the City.
- E. Within 30 days of receipt of the invoice by the County of the County's incurred costs for the Project, the City shall pay the invoice, except that the City shall not be obligated to pay costs that exceed the contract amount unless the County has obtained from the City separate written approval. The City's approval shall not be unreasonably withheld provided the County received written approval from the City of the contract awarded pursuant to Exhibit D and any subsequent change orders.

5. **TERMINATION.** This Agreement may be terminated by either party upon 60 days' written notice. In the event ODOT terminates the ODOT/City Agreement as permitted by the terms of that agreement, the City may immediately terminate this Agreement provided that the City pays the County for any outstanding Project costs, subject to the exception stated in paragraph 4.E.
6. **INDEMNIFICATION.**
 - A. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the financial limits therein for the benefit of local public bodies, County shall indemnify, defend, and hold harmless City from and against all liability, loss, and costs arising out of or resulting from the acts of County, its officers, employees, and agents in the performance of this Agreement.
 - B. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the financial limits therein for the benefit of local public bodies, City shall indemnify, defend, and hold harmless County from and against all liability, loss, and costs arising out of or resulting from the acts of City, its officers, employees, and agents in the performance of this Agreement.
7. **INSURANCE.** Each party shall be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.
9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents, and other records of the other which are related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.
12. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
13. **ADDITIONAL TERMS AND CONDITIONS:**
 - A. Both parties agree that the final design, specifications, plans and standards and engineer's estimate for the Project shall be mutually approved before the advertisement for bids is published.

- B. In the event the construction bids returned to the County exceed by 10% or more the estimated cost of the Project, the parties agree to timely meet to resolve how to fund the additional cost or revise the proposed Project to stay within budget. If a mutually acceptable resolution is not obtained, the Project will be cancelled, and this Agreement will be terminated.
- C. The parties agree to meet on a regular basis to discuss development of the Project with respect to scope, cost and schedule. If the October 31, 2011 completion date identified in Exhibits B, C, and D appears to be in jeopardy, City will initiate discussion with ODOT to re-negotiate a revised completion date.
- D. The County will require the contractor selected for the Project to agree that the State of Oregon is a third party beneficiary of the construction contract and to indemnify, defend and hold harmless the State of Oregon and the City.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

CITY OF FAIRVIEW, OREGON

By: _____
Jeff Cogen

By: _____

Title: County Chair

Title: _____

Date: _____

Date: _____

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

APPROVED AS TO FORM:

By: /s/ Matthew O. Ryan
Matthew O. Ryan
Assistant County Attorney

By: _____
City Attorney
City of Fairview

Date: June 29, 2010

Date: _____



FY 2010-2011
**PEDESTRIAN OR BICYCLE IMPROVEMENT
GRANT APPLICATION**

Applicant information

ORGANIZATION NAME City of Fairview, Oregon		DATE 7/23/08	
CITY OR COUNTY OF PROJECT Fairview		ODOT REGION 1	ODOT DISTRICT 2B
CONTACT PERSON NAME John Gessner		TITLE Community Development Director	
ADDRESS 1300 NE Village Street		PHONE (503) 674-6205	FAX (503) 667-7866
CITY, STATE, ZIP Fairview, OR 97024		E-MAIL gessnerj@ci.fairview.or.us	

Project information

PROJECT NAME Halsey Street Sidewalk Infill			
1.	TYPE OF PROJECT (CHECK ALL THAT APPLY. IF INTERSECTION OR PEDESTRIAN CROSSING IMPROVEMENT, OR OTHER, DESCRIBE) <input checked="" type="checkbox"/> Sidewalks <input type="checkbox"/> Bike-lane striping <input type="checkbox"/> Shoulder widening <input checked="" type="checkbox"/> Streetscape <input type="checkbox"/> Pedestrian crossing improvement <input checked="" type="checkbox"/> Other/describe: storm water treatment swale		
2.	NAME OF STREET, ROAD, OR HIGHWAY ON WHICH PROJECT IS LOCATED Halsey Street		CHECK IF APPLICABLE <input type="checkbox"/> State highway
	CROSS STREET OR OTHER REFERENCE POINT (STATE HWY MILEPOST BEGIN/END IF APPLICABLE) Starts 660' east of NE 201 Avenue, ends 860 ft. west of 207th Ave	LENGTH IN FEET 1,000	SIDE(S) OF ST (BOTH, N, S, E, W, ETC.) N
3.	a. Estimated project cost, including engineering and local match		\$ 152,690
	b. State's share (grant amount you are seeking)		\$ 127,690
	c. Local share (match 5% minimum)		\$ 25,000
	IF SOFT MATCH, DESCRIBE		
	d. Other funding source		\$ 0
	DESCRIBE OTHER FUNDING SOURCE None		
4.	Can the project be divided into two phases? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe the two sections, costs, and your priority for completing each. This may affect project selection if there is insufficient funding for your project as submitted. DESCRIBE		
5.	Briefly describe the problem and the proposed solution. Describe the need, the current conditions, and how the project would improve the situation. Describe how the project would fill gaps or provide connectivity to other facilities. (See instructions for drawing and map requirements.) DESCRIBE There is a 1,000' gap in the existing sidewalk network along the north side of Halsey St. between 201st Ave and 208th Ave. Pedestrians must walk on the dirt shoulder or in the bike lane. Halsey St. is the north boundary of a campus that includes three schools. A marked pedestrian crossing exists at 205th Ave, where no sidewalk exists on the north side. A 6' sidewalk will be installed for pedestrian safety and convenience and to encourage walking.		

Continued...

6.	Is the proposed project included in an adopted local transportation system or capital-improvement plan?.....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	IF YES, IDENTIFY City of Fairview 1999 Transportation System Plan	
	If no, has the need been identified elsewhere?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	IF YES, WHERE? Multnomah County Capital Improvement Plan	
7.	Have local elected officials formally expressed support for this project? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	IF YES, HOW? The Fairview City Council expressed support for the project and grant application in a public meeting.	
8.	Are there currently accesses, driveways or on-street parking within project limits?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	a. If yes, have local elected officials expressed support to any proposed changes? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9.	Are you prepared to hold public hearings if required? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10.	Does the proposed facility lie within road or street rights-of-way?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	(Projects in parks or abandoned railway lines are not eligible.)	
	a. Will extra right-of-way need to be purchased?.....	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11.	Does an agency other than the applicant have jurisdiction over the right-of-way?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	IF YES, WHO? Multnomah County	
	a. Does the right-of-way holder concur with your project request? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	b. Who will maintain the improvements, including landscaping? *	
	NAME OF AGENCY Multnomah County in conjunction with adjacent property owners (as per County policy)	
12.	Is the proposed project to be included in a larger project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	(Projects that add sidewalks or bikeways as part of new road construction or reconstruction are not eligible. Projects that tie into other work such as repaving, utility, or drainage work, are eligible and encouraged.)	
	IF YES, LARGER PROJECT DESCRIPTION, TIMELINE AND OTHER FUNDING SOURCES	
13.	Does the proposed facility provide a link to transit or park-and-ride facilities?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	IF YES, DESCRIBE Halsey Street is served by TriMet bus transit (Route 77)	
14.	Does the project include a railroad crossing, or is it within 500 feet of one?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	a. If yes, do the railroad company and the ODOT Rail Crossing Safety Unit concur with the project request? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15.	The project accommodates:.....	<input type="checkbox"/> Both pedestrians and bicyclists <input checked="" type="checkbox"/> Pedestrians only <input type="checkbox"/> Bicyclists only

Continued...

* Please fill in appropriate box on signature page.

16.	Are any bridges, tunnels, retaining walls, or other structures required?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
IF YES, DESCRIBE			
17.	Describe project elements and design that enhance the bicycling and/or walking experience, or that create a sense of place. (See Question 7 of grant criteria for elements to consider.)		
DESCRIBE			
<p>This project is located on the north side of Halsey St between 201st Ave and 208th Ave and will fill a 1,000 foot gap in the sidewalk network, completing the pedestrian system along this section of Halsey. Three schools are located across the street of the project site: Salish Pond Elementary School, Reynolds Middle School and Reynolds Learning Academy. All of the schools draw from the residential neighborhoods north of Halsey St. and students can cross at a marked crosswalk located at 205th Ave. There is no sidewalk on the north side of Halsey St. near the marked crosswalk. Halsey St. also provides a link to Fairview Village, which includes City Hall, the Post Office and a variety of businesses. The sidewalk serves neighborhood students and the nearby multi- and single family neighborhood by providing access to the nearby Gresham- Fairview Trail, school district sports fields, and Fairview Town Center. The sidewalk will be separated from the roadway by a planted swale. Green Street methods will be employed to treat stormwater using a vegetated swale between the roadway and the sidewalk. The planter strips and stormwater swales will be generously planted with grasses, shrubs and street trees. The design will not only provide effective storm water management, but will offer an aesthetically pleasing walking experience that also creates a sense of safety for sidewalk users. The project will add pedestrian scale ornamental lighting that is consistent with the City of Fairview downtown lighting design, which also contributes to a positive user experience and sense of security and safety. The project is intended to match the highly effective pedestrian streetscape on Halsey between Village Street and NE 223rd Avenue.</p>			
<p>TriMet Route 77 bus serves Halsey St with approximately 110 buses a day. There is a bus stop in the northeast corner of Halsey St and 105th Ave, however there is no sidewalk in this location for passengers to access the stop or wait for the bus. A sidewalk will allow bus riders to wait in a safe location away from the shoulder of the road and encourage transit use by providing attractive, safe, and convenient access to transit.</p>			
18.	What else should we know about your project and grant application?		
DESCRIBE			
<p>Halsey St. is within the City of Fairview but under the road authority of Multnomah County. The County's 2005-2009 CIP calls for Halsey St. to be a three-lane minor arterial with bike lanes, sidewalk and lighting in the project area. The Fairview Transportation System Plan calls for completing the sidewalk gap. The existing roadway between 201st Ave and Fairview Parkway (207th) includes three travel lanes, a sidewalk on the south side of the street, and bike lanes. Fairview has no continuous dedicated funding sources for improvements on county roads (apart from the grant match). The Multnomah County CIP program has not funded the project due to resource constraints and other transportation priorities. The completion of the sidewalk network on the north side of Halsey St. will eliminate the need for pedestrians to walk in the bike lane and next to traffic, which both cause safety concerns. This project is located within a School Speed Zone. The 2006 Average Daily Traffic volumes within this section of Halsey St. were 10,700 vehicles per day.</p>			
<p>The segment of street frontage within the project scope is fully developed. New development can not be relied upon for needed street improvements through conditions of approval, exactions, or developer contributions.</p>			
<p>The Reynolds School District, City of Fairview, and Multnomah County support the project.</p>			



FY 2010-2011
PEDESTRIAN OR BICYCLE IMPROVEMENT
GRANT APPLICATION
SIGNATURE PAGE

PROJECT NAME Halsey Street Sidewalk Infill	
ORGANIZATION NAME City of Fairview	CONTACT PERSON NAME John Gessner

Signatures

Applicant — This section must be completed by all applicants.

NAME John Gessner	TITLE Community Development Dir.
APPLICANT SIGNATURE X [Signature]	DATE 7/25/08

Lines 7 and 8: Elected official support — This section to be completed by applicants checking Yes on Line 7 or Line 8.

NAME Mike Weatherly	TITLE Mayor, City of Fairview
SIGNATURE X [Signature]	DATE 7/25/08

Lines 11 and 11a: Support of right-of-way owner — This section to be completed by applicants checking Yes on Lines 11 and 11a.

NAME BRIAN VINCENT	TITLE COUNTY ENGINEER
SIGNATURE X [Signature]	DATE 7-23-08

Line 11b: Agreement from agency to maintain facility — This section to be completed by all applicants.

NAME BRIAN VINCENT	TITLE COUNTY ENGINEER
SIGNATURE X [Signature]	DATE 7-23-08

Line 14: Support from railroad company and ODOT Rail Crossing Safety Unit — This section to be completed by applicants checking Yes on Line 14.

Railroad company

NAME N.A.	REPRESENTATIVE TITLE AND NAME OF COMPANY
SIGNATURE X	DATE

ODOT Rail Crossing Safety Unit

NAME N.A.	TITLE
SIGNATURE X	DATE



FY 2010-2011
**PEDESTRIAN OR BICYCLE IMPROVEMENT
GRANT APPLICATION
QUESTIONNAIRE**

Worth two bonus points!

ODOT staff and the Oregon Bicycle and Pedestrian Advisory Committee (OBPAAC) would like some feedback about our grant program. Applicants who complete this questionnaire will receive two bonus points. P.S.: There are no wrong answers. Thanks!

1. How did you hear about the ODOT Bicycle and Pedestrian Grant Program? (Announcement, press release, Web site, word of mouth, other)

Received announcement from ODOT

2. If a presentation were required as part of the application process, would you still apply for a grant?

Yes

3. Do you know that the ODOT Bicycle and Pedestrian Grant Program distributes State Highway Funds?

Yes

4. List the other sources of bicycle and pedestrian funding at ODOT of which you are aware.

Transportation Enhancement Program, Safe Routes to School

5. Did you use our Grant Program Web site (www.oregon.gov/ODOT/HWY/BIKEPED/grants1) to help you with the application process?

Yes

- a. What information or features of the Web site were the most helpful?

Sample applications and instructions, Bike & Ped Plan, Previous awards

- b. What information or features did you feel were missing?

Information on cost estimating

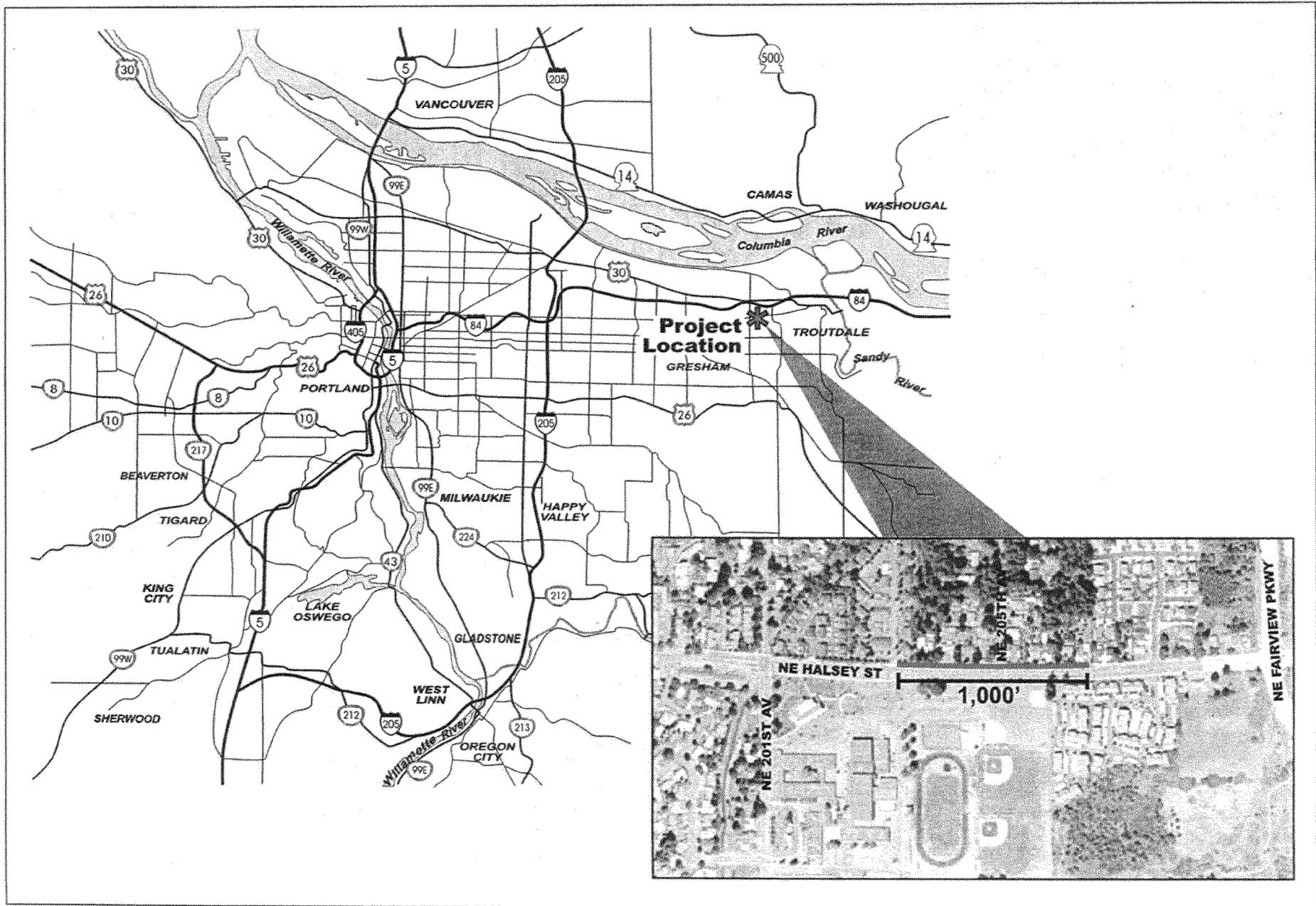
6. What other funding sources (other than grant) does your community have for bicycle and pedestrian facilities?

Scarce state gas tax allocations. General fund contributions, when approved by the City Council.

City of Fairview
July 2008 Bicycle - Pedestrian Grant
Halsey Street Sidewalk Cost Estimate

Bid Item	Bid Unit	Qty	Unit Price	Total
Concrete Sidewalk	SF	6250	\$ 5.50	\$ 34,375.00
Excavation	CY	370	\$ 16.50	\$ 6,105.00
Fill	CY	370	\$ 16.50	\$ 6,105.00
Base	CY	115	\$ 22.00	\$ 2,530.00
Ornamental Lighting	EA	9	\$ 1,150.00	\$ 10,350.00
Foundation	EA	9	\$ 1,100.00	\$ 9,900.00
Junction Box	EA	9	\$ 94.00	\$ 846.00
Conduit	LF	1000	\$ 0.80	\$ 800.00
Wire	LF	1500	\$ 0.30	\$ 450.00
Irrigation (as needed)	EA	1	\$ 3,500.00	\$ 3,500.00
Trees	EA	33	\$ 165.00	\$ 5,445.00
Plant Materials	EA	750	\$ 16.50	\$ 12,375.00
Rock Mulch	Ton	5	\$ 50.00	\$ 250.00
Concrete Driveway	SF	300	\$ 8.00	\$ 2,400.00
Subtotal				\$ 95,431.00

Mobilization	15%	1	15%	\$ 14,314.65
Engineering	25%	1	25%	\$ 23,857.75
Contingency	20%	1	20%	\$ 19,086.20
Total				\$ 152,689.60



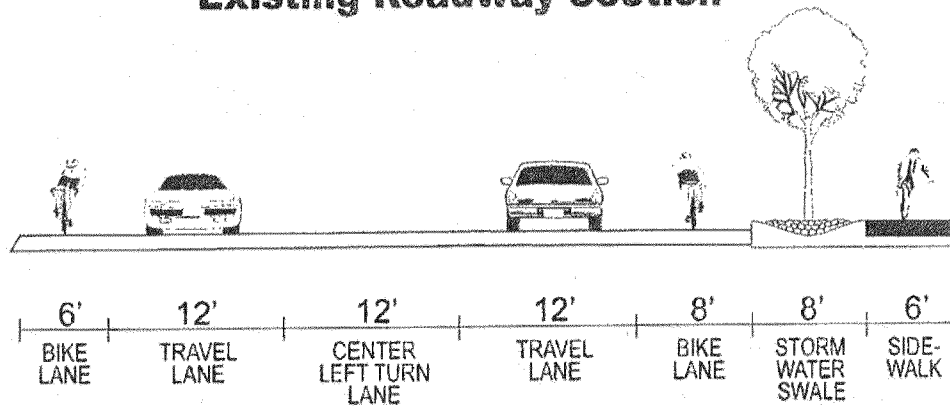
DKS Associates
TRANSPORTATION SOLUTIONS

Map Source:
© 2008 Google - Imagery, © 2008 DigitalGlobe, Metro, Portland OR, State of Oregon, GeoEye

Figure 1

**STUDY AREA & PROPOSED
SIDEWALK LOCATION**

Existing Roadway Section



Proposed Roadway Section

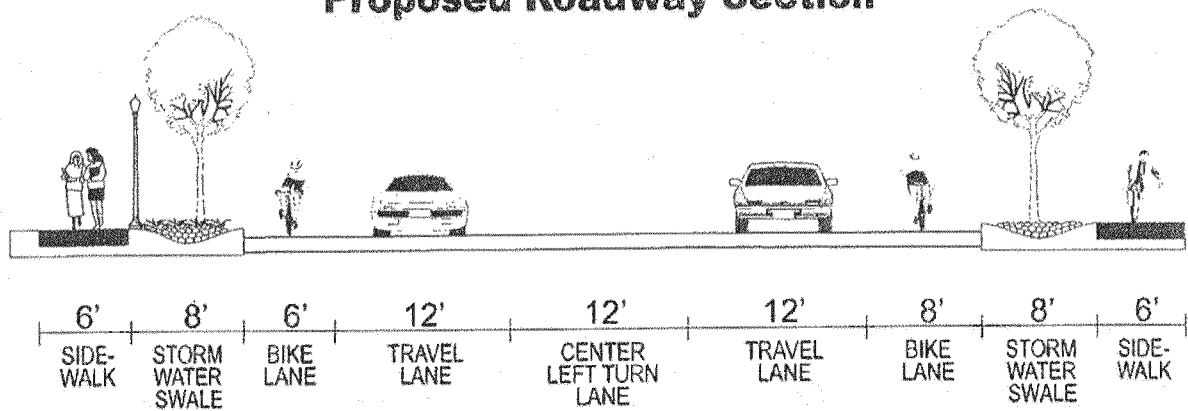
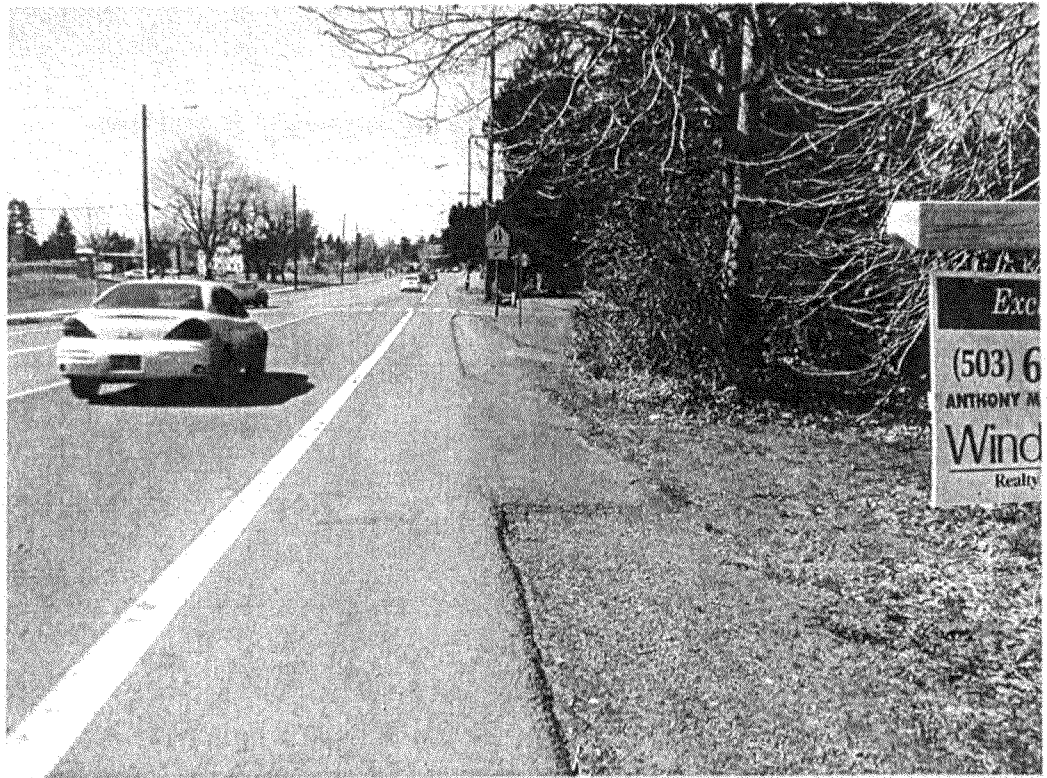


Figure 2

**EXISTING AND PROPOSED
CROSS-SECTIONS**

CITY OF FAIRVIEW - HALSEY STREET INFILL SIDEWALK

North Side of Halsey St. looking west from east end of the project.



Pedestrians in bike lane at NE 205th Avenue and Halsey.





Oregon

Theodore R. Kulungoski, Governor

Department of Transportation
Bicycle & Pedestrian Program
355 Capitol Street NE
Room 222
Salem, OR 97301-3871
Telephone (503) 986-3555
FAX (503) 986-3749

November 20, 2008

John Gessner
Community Development Director
1300 NE Village Street
Fairview, OR 97024

Subject: ODOT Pedestrian and Bicycle Program 2010-2011 Grant Program Application

Project: Halsey Street Sidewalk Infill
Street: Halsey Street
State share: \$127,690.00
Your share: \$25,000.00

I am pleased to inform you that the Oregon Bicycle and Pedestrian Advisory Committee has approved your request for a bikeway/walkway grant, at the funding level shown above, with the following conditions: We suggest adding a median island at the pedestrian crossing.

You will soon be sent an Intergovernmental Agreement for your signature; the IGA will have the following requirements:

1. The first half of the grant \$63,845.00 will be available July 1, 2009; you must submit a written request for the first half. Design work may begin sooner.
2. A set of plans must be submitted to the Bicycle and Pedestrian Program Office for approval before any construction work begins (and local ODOT office for projects on state highways). The standards of the 1995 Oregon Bicycle and Pedestrian Plan should be met.
3. Work should be completed by October 31, 2010 (a later date may be chosen by mutual agreement).
4. Final payment will be released upon completion of the project and inspection by the Bicycle and Pedestrian Program office or an ODOT representative.

2011 120622 @ ODOT BKE/PED 1/15/10

Any work on the project started before the Inter-governmental Agreement (IGA) has been signed will be at your expense. We cannot pay for work completed prior to a fully executed IGA. This process should be completed by June 30, 2009.

This project will serve local bicyclists and pedestrians well. We look forward to working with you to implement it. Please call me if you have any questions.

Sincerely,

Sheila Lyons, PE
Bicycle and Pedestrian Program Manager

Attachment 3

Misc. Contracts and Agreements
No. 25329

**WALKWAY/BIKEWAY PROJECT AGREEMENT
2010-2011 Pedestrian and Bicycle Program Grant
Halsey Street Sidewalk Infill (Fairview)**

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", the City of Fairview, acting by and through its elected officials, hereinafter referred to as "Agency" and Multnomah County, acting by and through its elected officials, hereinafter referred to as "County".

RECITALS

1. NE Halsey Street is a part of the county road system under the jurisdiction and control of Multnomah County. NE 205th Avenue is a part of the city street system under the jurisdiction and control of the City of Fairview.
2. By the authority granted in ORS 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. For purposes of Article IX, Section 3(a), of the Oregon Constitution, the establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within the right of way.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments 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.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to design and construct a sidewalk on the north side of NE Halsey Street from 201st to 208th, including a drainage swale and pedestrian crossing, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

Agency/County/State
Agreement No. 25329

2. Agency has determined that the actual total cost of the Project is estimated to be \$152,690. State shall fund the Project in an amount not to exceed \$127,690. Agency shall provide a match in the amount of \$25,000 and shall be responsible for any portion of the Project which is not covered by State funding.
3. The work is to begin upon execution of this Agreement by all parties and be completed no later than October 31, 2011. This Agreement shall terminate upon completion of construction and final payment, or five calendar years from date of final signature, whichever is sooner, unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

AGENCY OBLIGATIONS

1. Agency or its contractor shall conduct the necessary field surveys, prepare plans and contract documents; advertise for bid proposals, award all contracts, and supervise construction of the Project.
2. Agency shall submit a copy of the plans and specifications to State through the State's Pedestrian and Bicycle Program Manager for review and concurrence prior to advertising for a construction contract or prior to construction, if Agency forces will perform the construction work. Concurrence must be received from State prior to proceeding with the Project. The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Plan and shall comply with the most current ADA guidelines.
3. Agency shall, upon completion of Project, submit to State Pedestrian and Bicycle Program Manager an itemized statement of the final actual total cost of the Project.
4. Agency represents that this Agreement is signed by personnel duly authorized to do so by the City Council.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Agency/County/State
Agreement No. 25329

6. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval.
7. The Special Provisions for the construction contract work for this Project shall include the following stipulations:
 - a. Contractor shall indemnify State, Agency and County and name State, Agency and County as third party beneficiaries of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State, Agency and County and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under this Contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State and Agency. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$ 2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and Agency and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance

Agency/County/State
Agreement No. 25329

coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State and Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

8. Agency shall indemnify, defend, save, and hold harmless the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation, their officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, costs, expenses, and liabilities of any nature whatsoever resulting from, arising out of, or relating to the activities of Agency or its officers, employees, subcontractors, or agents under this Agreement.
9. Notwithstanding the foregoing defense obligations under the paragraph above, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of State or any agency/department/division of State, nor purport to act as legal representative of the State or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such the State. State may, at anytime at its election and its cost, assume its own defense and settlement in the event that it determines that Agency is prohibited from defending it, or that Agency is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. State and Agency reserve all rights to pursue any claims it may have against the other if State elects to assume its own defense.
10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$127,690.
11. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, workers compensation, unemployment taxes, and state and federal withholdings.
12. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its subcontractors complies with these requirements.
13. During Project construction, Agency shall post signs that credit funding by a Grant from the Oregon Department of Transportation – Pedestrian and Bicycle Program. A sign template can be supplied by ODOT.

Agency/County/State
Agreement No. 25329

14. Agency shall analyze the crossing at 205th Avenue to determine the most suitable crossing configuration and shall construct improvements as necessary.

COUNTY OBLIGATIONS

1. County shall, upon completion of Project, maintain the Project at its own cost and expense and in a manner satisfactory to State.
2. County hereby grants Agency and/or its contractor, the right to enter onto and occupy County right of way within the Project limits for the performance of field work and Project construction.

STATE OBLIGATIONS

1. State's Pedestrian and Bicycle Program shall review and must concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work. State's Pedestrian and Bicycle Program office shall process all billings submitted by Agency.
2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated costs of \$127,690. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$127,690. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both parties.

Agency/County/State
Agreement No. 25329

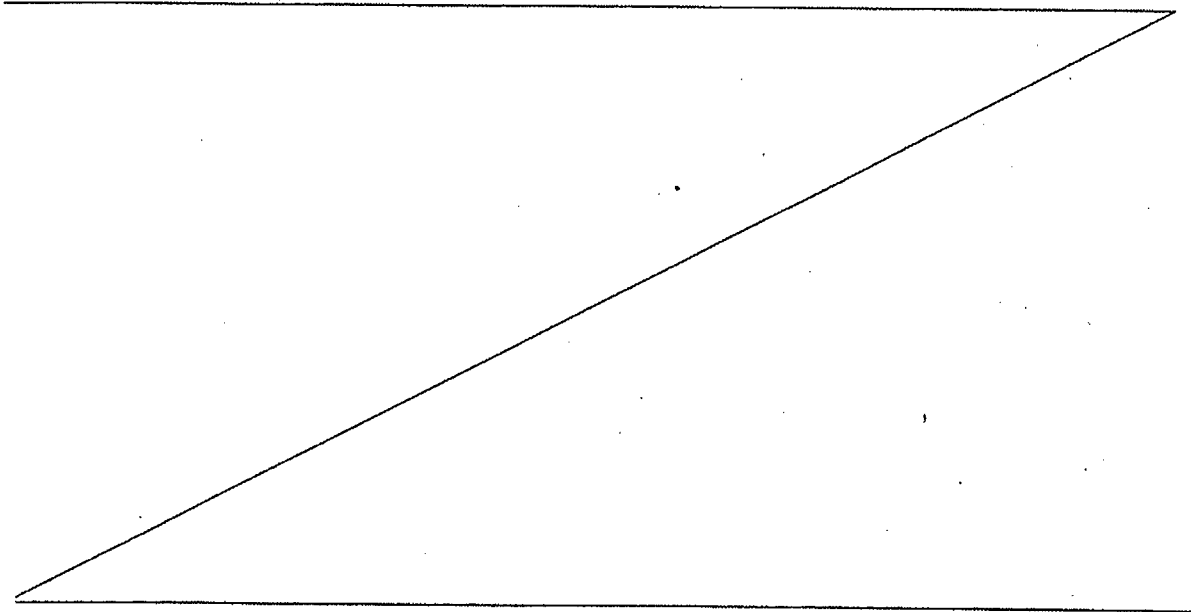
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If any funds are remaining from the advance deposit, they shall be refunded to State.
4. State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
5. This Agreement may be executed in several counterparts [facsimile or otherwise] all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Agency/County/State
Agreement No. 25329

6. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

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

The Oregon Transportation Commission on June 18, 2003 approved Delegation Order No. 3, Paragraph 12, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.



Signature Page to Follow

Agency/County/State
Agreement No. 25329

On July 7, 2005 the Director and Deputy Director, Highways approved Subdelegation Order No. 4, Paragraph 10, in which the Director and Deputy Director, Highways, delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

City of Fairview, by and through its elected officials

By J. P. Hall
Date March 19, 2009

By _____
Date _____

Multnomah County by and through its designated officials

By B. Vincent
Date April 1, 2009

By _____
Date _____

Agency Contact:
John Gessner
Community Development Director
1300 NE Village Street
Fairview, OR 97024
503-674-6205
gessnerj@ci.fairview.or.us

County Contact:
Brian Vincent, County Engineer
Multnomah County
1620 SE 190th Ave
Portland OR 97233
503-988-5050, ext 29642
brian.s.vincent@co.multnomah.or.us

STATE OF OREGON, by and through
its Department of Transportation

By C. M. Ne
Technical Services Manager/Chief Engineer
Date 4.12.09

APPROVAL RECOMMENDED

By Shula Lyons
Pedestrian/Bicycle Program Manager
Date 8 April - 09

APPROVED AS TO LEGAL SUFFICIENCY

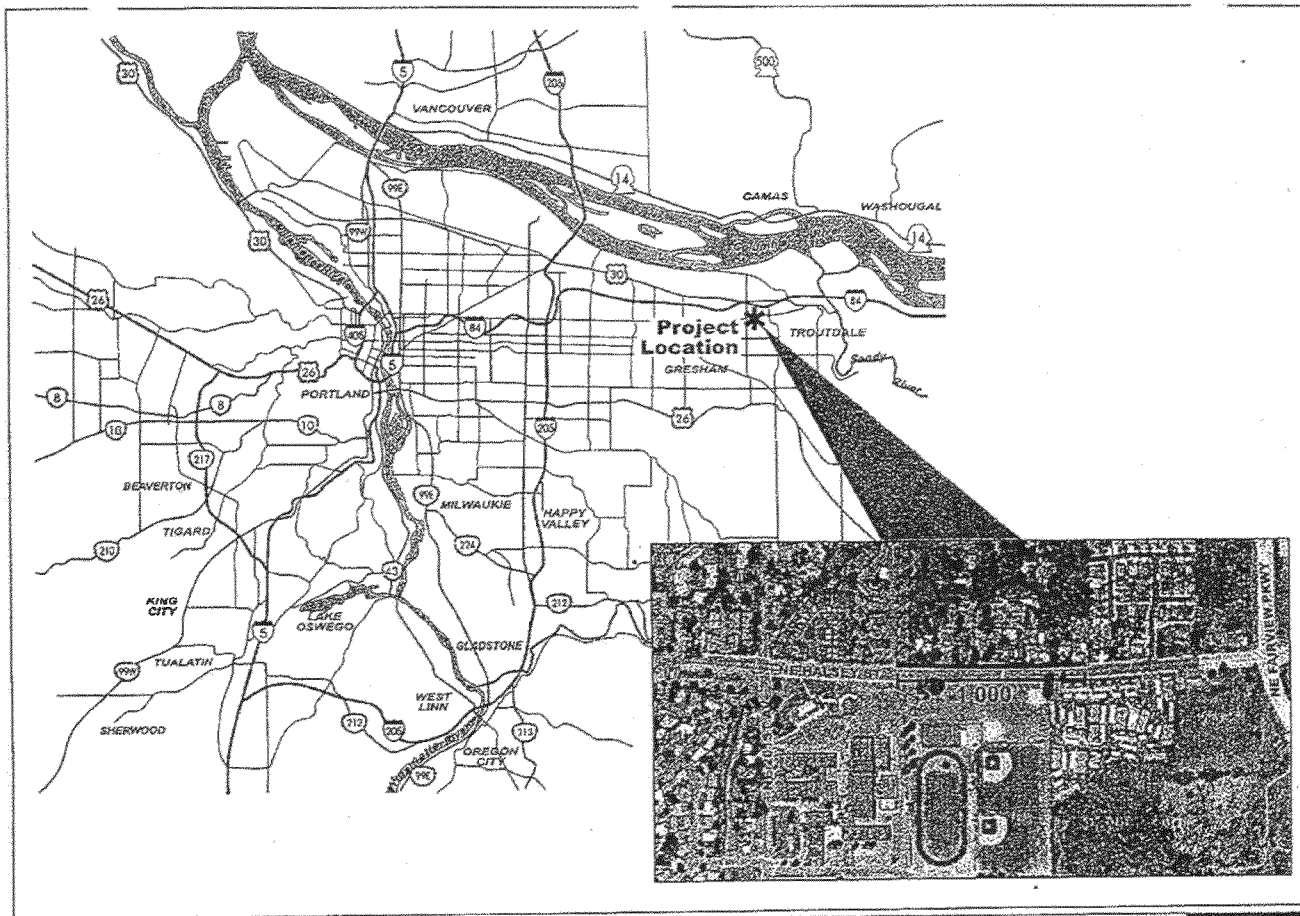
By W. L. H. H. H. H.
Assistant Attorney General
Date: 4/7/09

By _____
City Counsel

Date _____

By _____
County Counsel

Date _____



DKS Associates
TRANSPORTATION SOLUTIONS

Map Source:
©2008 Google - Imagery, ©2008 DigitalGlobe, Metro, Portland OR, State of Oregon, GeoEye

Figure 1
STUDY AREA & PROPOSED
SIDEWALK LOCATION

Exhibit A

EXHIBIT D

Project Description/Scope of Work NE Halsey St Sidewalk, Northside – 201st-208th

1. County engineering staff will provide Project design, specifications and cost estimate sufficient for bidding at no cost to the City. As requested by the City and upon written notice of not less than seven days prior to the date of the proposed public meeting, the County will participate in public meetings to discuss the Project and explain the scope of the County's work on the Project.
2. The County will schedule construction work to be completed by Oct 31, 2010, (see Exhibit B, item 3) with actual construction starting approximately July 1, 2010.
3. The County will provide baseline topographic and other surveying as required in order to design the Project. The County will also provide construction staking. These costs will be subject to reimbursement from the City, with a "Not to Exceed" guarantee of \$10,000.
4. The County will advertise, review bids; and, subject to sufficient funding, award the construction contract to the lowest responsible bidder. These administrative costs up to \$2,000 will be borne by the City. The County and the City will negotiate the payment of any administrative costs over \$2,000.
5. The County Land Use and Transportation staff will consult with the City prior to making a recommendation for award to the County procurement office.
6. County engineering staff will provide construction contract management (construction engineering) from bid award up to and including final acceptance. Construction engineering will be provided at no cost to the City.
7. The County will provide the City any proposed change order seven (7) days in advance of its implementation, either in person or electronically (e-mail, fax, or by other electronic communication) to the City's Project Manager. The County Project Manager must receive written approval (e-mail is acceptable) from the City prior to issuing any change orders to the Contractor on the Project. If the City does not respond within seven (7) days of date of the change order request, the County may treat that non-response as acceptance by the City of the proposed change order.
8. The design will adhere to the ODOT Grant Application cross-section detailed in Exhibit A.
9. The design will accommodate pedestrian scale lighting apparatus in accordance with Mid-County Lighting District ("District") criteria. The Project estimate currently accounts for full installation of conduit, wire, and foundation.
10. The District, a non-party to this Agreement, has advised the Parties it will cover the costs to provide materials and labor for the poles and luminaires, and for the placement of same on the Project, at no cost to the City or the County. All other costs for materials and labor required for the installation of the lighting to District standards will be paid as a Project cost, including conduit, wiring, j-box, foundation and final hook up. If the District does not

cover the costs to provide materials and labor for the poles and luminaires, and for the placement of same on the Project, then the County will cover all such costs.

11. The County will establish sidewalk profile in accordance with ultimate road profile and cross-section and place concrete sidewalk at appropriate dimensions.
12. The design will incorporate green-street design concept along the Project to the greatest extent allowed by physical constraints. This concept combines a grassy swale, trees and other landscaping plants.
13. The design will be based on the assumption that cross-section can be achieved within existing Halsey Street Right of Way. Any costs associated with obtaining additional Right of Ways, easements or permits will be borne by the Project.
14. Per Exhibit C, a set of plans must be submitted to the Bicycle and Pedestrian Program Office and local ODOT office for projects on state highways for approval before any construction work begins. The plans must meet the standards of the 1995 Oregon Bicycle and Pedestrian Plan.
15. The County will require the contractor selected for the Project to post a sign during project construction that credits a grant from ODOT - Pedestrian and Bicycle Program as required by paragraph 13 of the Agency Obligations in the ODOT/City Agreement.

**WALKWAY/BIKEWAY PROJECT AGREEMENT
2010-2011 Pedestrian and Bicycle Program Grant
Halsey Street Sidewalk Infill (Fairview)**

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", the City of Fairview, acting by and through its elected officials, hereinafter referred to as "Agency" and Multnomah County, acting by and through its elected officials, hereinafter referred to as "County".

RECITALS

1. NE Halsey Street is a part of the county road system under the jurisdiction and control of Multnomah County. NE 205th Avenue is a part of the city street system under the jurisdiction and control of the City of Fairview.
2. By the authority granted in ORS 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. For purposes of Article IX, Section 3(a), of the Oregon Constitution, the establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within the right of way.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments 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.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to design and construct a sidewalk on the north side of NE Halsey Street from 201st to 208th, including a drainage swale and pedestrian crossing, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

Agency/County/State
Agreement No. 25329

2. Agency has determined that the actual total cost of the Project is estimated to be \$152,690. State shall fund the Project in an amount not to exceed \$127,690. Agency shall provide a match in the amount of \$25,000 and shall be responsible for any portion of the Project which is not covered by State funding.
3. The work is to begin upon execution of this Agreement by all parties and be completed no later than October 31, 2011. This Agreement shall terminate upon completion of construction and final payment, or five calendar years from date of final signature, whichever is sooner, unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

AGENCY OBLIGATIONS

1. Agency or its contractor shall conduct the necessary field surveys, prepare plans and contract documents; advertise for bid proposals, award all contracts, and supervise construction of the Project.
2. Agency shall submit a copy of the plans and specifications to State through the State's Pedestrian and Bicycle Program Manager for review and concurrence prior to advertising for a construction contract or prior to construction, if Agency forces will perform the construction work. Concurrence must be received from State prior to proceeding with the Project. The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Plan and shall comply with the most current ADA guidelines.
3. Agency shall, upon completion of Project, submit to State Pedestrian and Bicycle Program Manager an itemized statement of the final actual total cost of the Project.
4. Agency represents that this Agreement is signed by personnel duly authorized to do so by the City Council.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval.
7. The Special Provisions for the construction contract work for this Project shall include the following stipulations:
 - a. Contractor shall indemnify State, Agency and County and name State, Agency and County as third party beneficiaries of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State, Agency and County and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under this Contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State and Agency. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$ 2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include State and Agency and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance

Agency/County/State
Agreement No. 25329

coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State and Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

8. Agency shall indemnify, defend, save, and hold harmless the State of Oregon, the Oregon Transportation Commission and its members, the Oregon Department of Transportation, their officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, costs, expenses, and liabilities of any nature whatsoever resulting from, arising out of, or relating to the activities of Agency or its officers, employees, subcontractors, or agents under this Agreement.
9. Notwithstanding the foregoing defense obligations under the paragraph above, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of State or any agency/department/division of State, nor purport to act as legal representative of the State or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of such the State. State may, at anytime at its election and its cost, assume its own defense and settlement in the event that it determines that Agency is prohibited from defending it, or that Agency is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. State and Agency reserve all rights to pursue any claims it may have against the other if State elects to assume its own defense.
10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$127,690.
11. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, workers compensation, unemployment taxes, and state and federal withholdings.
12. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its subcontractors complies with these requirements.
13. During Project construction, Agency shall post signs that credit funding by a Grant from the Oregon Department of Transportation – Pedestrian and Bicycle Program. A sign template can be supplied by ODOT.

Agency/County/State
Agreement No. 25329

14. Agency shall analyze the crossing at 205th Avenue to determine the most suitable crossing configuration and shall construct improvements as necessary.

COUNTY OBLIGATIONS

1. County shall, upon completion of Project, maintain the Project at its own cost and expense and in a manner satisfactory to State.
2. County hereby grants Agency and/or its contractor, the right to enter onto and occupy County right of way within the Project limits for the performance of field work and Project construction.

STATE OBLIGATIONS

1. State's Pedestrian and Bicycle Program shall review and must concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work. State's Pedestrian and Bicycle Program office shall process all billings submitted by Agency.
2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated costs of \$127,690. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$127,690. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.
3. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both parties.

Agency/County/State
Agreement No. 25329

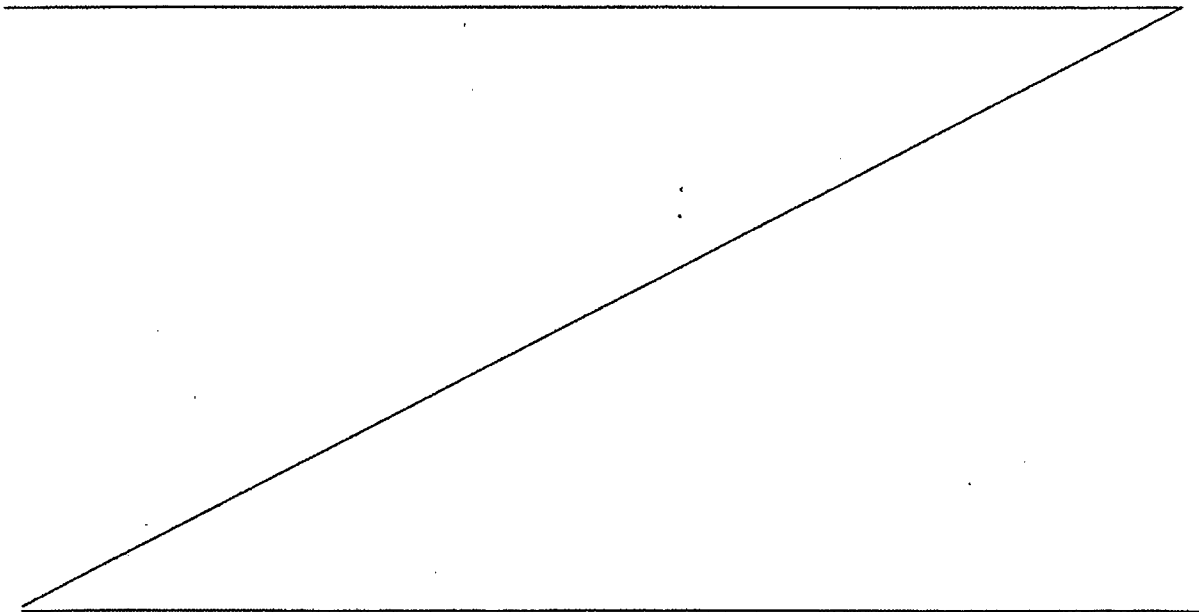
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If any funds are remaining from the advance deposit, they shall be refunded to State.
4. State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
5. This Agreement may be executed in several counterparts [facsimile or otherwise] all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Agency/County/State
Agreement No. 25329

6. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

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

The Oregon Transportation Commission on June 18, 2003 approved Delegation Order No. 3, Paragraph 12, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.



Signature Page to Follow

Agency/County/State
Agreement No. 25329

On July 7, 2005 the Director and Deputy Director, Highways approved Subdelegation Order No. 4, Paragraph 10, in which the Director and Deputy Director, Highways, delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

City of Fairview, by and through its elected officials

By J.P. Jell

Date 3/19/09

By _____

Date _____

Multnomah County by and through its designated officials

By Brian Vincent
Brian Vincent, PE, County Engineer

Date April 1, 2009
BOARD OF COUNTY COMMISSIONERS:

By Jeff Cohen
Jeff Cohen, County Chair

Date 7/22/10
JC

Agency Contact:

John Gessner

Community Development Director

1300 NE Village Street

Fairview, OR 97024

503-674-6205

gessnerj@ci.fairview.or.us

County Contact:

Brian Vincent, County Engineer

Multnomah County

1620 SE 190th Ave

Portland OR 97233

503-988-5050, ext 29642

brian.s.vincent@co.multnomah.or.us

STATE OF OREGON, by and through
its Department of Transportation

By Ch M. N
Technical Services Manager/Chief Engineer

Date 4-10-09

APPROVAL RECOMMENDED

By Shula Lyons
Pedestrian/Bicycle Program Manager

Date 8 April - 09

APPROVED AS TO LEGAL SUFFICIENCY

By W. H. H. H. H.
Assistant Attorney General

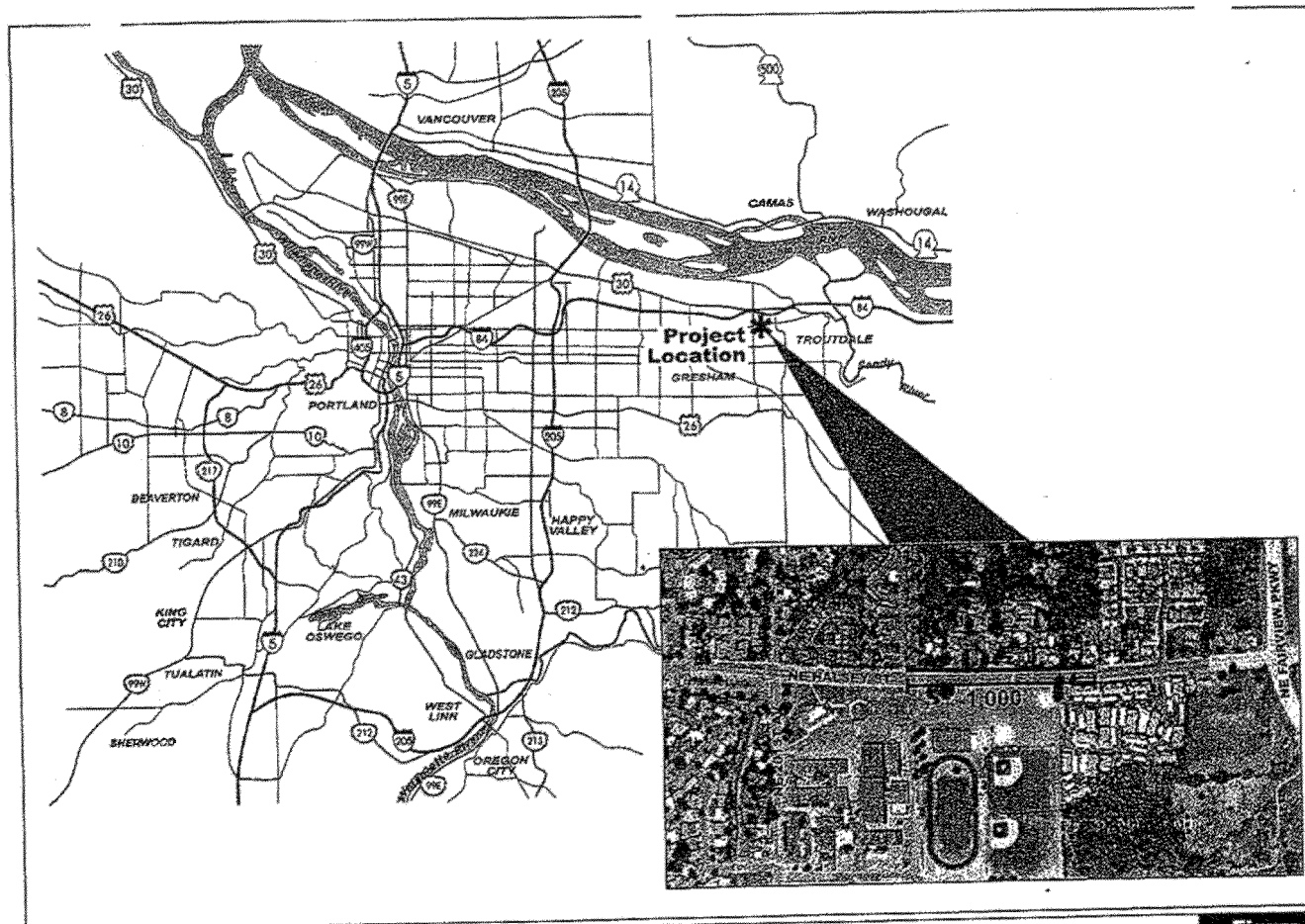
Date: 4/7/09

By /s/ Matthew O. Ryan
~~City Counsel~~ Assistant County Attorney
for Multnomah County, Oregon

Date 6/29/2010

By _____
County Counsel

Date _____



DKS Associates
TRANSPORTATION SOLUTIONS

Map Source:
© 2008 Google - Imagery © 2008 DigitalGlobe, Metra, Portland OR, State of Oregon, GeoEye

Figure 1

**STUDY AREA & PROPOSED
SIDEWALK LOCATION**

Exhibit A

Agency/State
Agreement No. 25329

On July 7, 2005 the Director and Deputy Director, Highways approved Subdelegation Order No. 4, Paragraph 10, in which the Director and Deputy Director, Highways, delegates authority to the Technical Services Manager/Chief Engineer to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.

City of Fairview, by and through its elected officials

By J. Messner

Date 6-7-10

By _____

Date _____

Multnomah County by and through its designated officials

By B. Vincent
Brian Vincent, PE, County Engineer

Date 6/7/10

BOARD OF COUNTY COMMISSIONERS:

By Jeff Cohen
Jeff Cohen, County Chair

Date 07/22/10

Agency Contact:

John Gessner
Community Development Director
1300 NE Village Street
Fairview, OR 97024
503-674-6205
gessnerj@ci.fairview.or.us

County Contact:

Brian Vincent, County Engineer
Multnomah County
1620 SE 190th Ave
Portland OR 97233
503-988-5050, ext 29642
brian.s.vincent@co.multnomah.or.us

STATE OF OREGON, by and through its Department of Transportation

By A. M. H.
Technical Services Manager/Chief Engineer

Date 6-14-10

APPROVAL RECOMMENDED

By Shela Lyons
Pedestrian/Bicycle Program Manager

Date 14 June 2010

APPROVED AS TO LEGAL SUFFICIENCY

By John H. Williams
Assistant Attorney General

Date: 6/11/10

By /s/ Matthew O. Ryan
~~City Counsel~~ Assistant County Attorney
for Multnomah County, Oregon

Date 06/29/2010

By _____
County Counsel

Date _____

**AMENDMENT NUMBER 01
WALKWAY/BIKEWAY AGREEMENT
Halsey Street Sidewalk Infill (Fairview)
City of Fairview and Multnomah County**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," the **City of Fairview**, acting by and through its elected officials, hereinafter referred to as "Agency," and **Multnomah County**, acting by and through its elected officials, hereinafter referred to as "County", entered into an Agreement on April 10, 2009. Said Agreement covers design and construction of a sidewalk.

It has now been determined by State, Agency and County that the Agreement referenced above shall be amended to add funds. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:

2. Agency has determined that the actual total cost of the Project is estimated to be \$152,690. State shall fund the Project in an amount not to exceed \$127,690. Agency shall provide a match in the amount of \$25,000 and shall be responsible for any portion of the Project which is not covered by State funding.

Shall be deleted in its entirety and replaced with the following:

2. Agency has determined that the actual total cost of the Project is estimated to be \$182,690. State shall fund the Project in an amount not to exceed \$157,690. Agency shall provide a match in the amount of \$25,000 and shall be responsible for any portion of the Project which is not covered by State funding.

AGENCY OBLIGATIONS, Paragraph 10, Page 4, which reads:

10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$127,690.

Shall be deleted in its entirety and replaced with the following:

10. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$157,690.

STATE OBLIGATIONS, Paragraph 2, Page 5, which reads:

2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$63,845, such

**Agency/State
Agreement No. 25329**

amount being equal to 50 percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$63,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated costs of \$127,690. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$127,690. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.

Shall be deleted in its entirety and replaced with the following:

2. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$78,845 such amount being equal to 50 percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$78,845, such amount being equal to 50 percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated costs of \$157,690. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$157,690. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 3, Paragraph 12, which authorizes the Director and Deputy Director, Highways to approve and execute all agreements pertaining to OTC approved local grant program agreements for bicycle and pedestrian projects.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-14 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-14
Est. Start Time: 11:15 am

Agenda Title: Intergovernmental Agreement and first Amendment with Oregon Dept. of Transportation and the City of Fairview for Halsey Street – Bicycle and Pedestrian Improvement

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: July 22, 2010 **Amount of Time Needed:** 5 Minutes
Department: Community Services **Division:** LUT - Road Services
Contact(s): Adam Soplop, P.E.
Phone: (503) 988-5050 **Ext.** 22604 **I/O Address:** 425
Presenter(s): Brian Vincent, P.E., Adam Soplop, P.E.

General Information

1. What action are you requesting from the Board?

Approval of an Intergovernmental Agreement (IGA) and first Amendment with the Oregon Department of Transportation (ODOT) and the City of Fairview for a Sidewalk Infill Project.

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

The City of Fairview received a grant from ODOT in 2009 for Bike and Pedestrian Improvements on Halsey Street, a County Road in the City of Fairview. Land Use and Transportation/Road Services Engineering worked with the City of Fairview on the design and construction details of the sidewalk project. The IGA provides funding through the City of Fairview for Multnomah County's Design and Construction work as well as letting the project through our Central Procurement Contract Administration.

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

No Fiscal Impact. The IGA with the City of Fairview provides reimbursement from ODOT funds for County Engineering Services for the placement of sidewalks and infiltration trench on the north side of Halsey between 202nd and 207th this summer. The County's contribution to the project is Design, Advertisement for Construction and Construction Engineering (contractor oversight and administration of project). This will allow for County facilities to be upgraded.

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

None. This project has been identified in the Capitol Improvement Program.

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

A citizen notification partnership between Multnomah County and the City of Fairview is anticipated to inform citizens of project progress.

Required Signature

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



Date: July 7, 2010

4



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-16
Est. Start Time: 11:25 am

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-16 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Agenda Title: **Intergovernmental Agreement between Multnomah County and Portland Parks and Recreation (PPR) in Connection with Powers Marine Park and the Sellwood Bridge Project**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: July 15, 2010 Postponed to 7/22/2010 **Amount of Time Needed:** 5 minutes
Department: Community Services **Division:** Land Use & Transportation
Contact(s): Michael Eaton, Project Manager
Phone: 503-988-3757 **Ext.** 247 **I/O Address:** 446
Presenter(s): Ian Cannon

General Information

1. What action are you requesting from the Board?

Approval of an Intergovernmental Agreement with Portland Parks and Recreation in which the impact of the Sellwood Bridge Project (Project) on Powers Marine Park is offset by actions that Multnomah County will perform as mitigation.

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

The Sellwood Bridge will have permanent as well as temporary impacts on Powers Marine Park. The agreement is a result of nearly a year of negotiations with Portland Parks and Recreation. The Oregon Department of Transportation, which oversees the Project, is obligated under the National Environmental Policy Act and its stewardship agreement with the Federal Highway Administration, to ensure that the terms of this agreement are carried out.

The impacts to the parks and trails by the Project are as follows:

1.02 acres of park land is being converted to transportation use, tree coverage will be reduced, and access and parking will be eliminated.

The actions to be taken by the County are:

PPR will be compensated for the 0.35 acres of land converted, an alternate bike path will be built to avoid the Stephens Creek and Butterfly Park natural areas, and the small Stephens Creek culverts will be replaced by a fish/wildlife-friendly bridge or culvert.

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

The cost of the mitigation is estimated at approximately \$5.2 Million. This cost of the mitigation is included in the current project estimate.

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

The National Environmental Policy Act specifies that no recreational park land be impacted by the project unless no feasible and reasonable alternative is available and actions are taken that, when considered, results in the park jurisdiction's finding that the impacts are "de minimis", that is, insignificant. This finding is necessary before the Federal Highway Administration will issue the Record of Decision for the project.

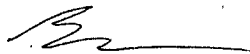
5. Explain any citizen and/or other government participation that has or will take place.

The Project has had an extensive public involvement process that has gone on for the past 4 years. Reducing the impact on Parks was a critical value expressed by the public. The Preferred Alternative selected by the Community Task force and endorsed by the boards of Multnomah and Clackamas Counties, the City of Portland and Metro had less impact on park lands than the other alternatives studied.

Portland Parks and Recreation has agreed to sign a letter agreeing to the finding of de minimis impact on the parks and trails within the Project footprint. In addition, the South Portland Riverbank Partners, which assists PPR with care for the parks, has agreed to the mitigation plan.

Required Signature

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



Date: June 30, 2010

AGREEMENT

**City of Portland Parks and Recreation
And
Multnomah County
Regarding Impacts to Powers Marine Park located in
Portland, Multnomah County, Oregon**

In Connection with the Proposed Sellwood Bridge Project, Portland, Oregon

STIP Key No. 13762

I. RECITALS:

1. Multnomah County (County) and the Oregon Department of Transportation propose to replace the Sellwood Bridge and reconfigure the present interchange area of Oregon Highway 43 at the west end of the Sellwood Bridge approach. This project is located in Portland, Multnomah County, Oregon (see project vicinity map in Attachment 1);
2. The City of Portland Parks and Recreation (City) and County agree that the Sellwood Bridge Project is in the public interest, and that the impacts to Powers Marine Park are being minimized through the implementation of appropriate mitigation measures, and
3. The parties acknowledge that due consideration for the performance of the mutual obligations imposed herein has been received and is satisfactory.

Now, therefore, the City and County agree that the Sellwood Bridge Project shall be implemented in accordance with the following stipulations relating to project impacts to Powers Marine Park.

II. PURPOSE

The purpose of this Agreement is to declare and memorialize agreement amongst all the signing parties that the actions set forth herein as part of the Sellwood Bridge Project will be performed by Multnomah County to offset impacts at Powers Marine Park resulting from the Sellwood Bridge Project.

III. BACKGROUND AND CURRENT USE

Powers Marine Park is a 13.07-acre linear park located in southwest Portland between Oregon Highway 43 and the Willamette River for approximately 0.85 mile. Powers Marine Park provides important natural resources and passive recreational opportunities. The park is highly valued as a natural area. The South Portland Riverbank Project (a partnership of City of Portland and community organizations) is actively engaged in restoring riverbank conditions and enhancing the banks of the Willamette River at the park.

IV. IMPACTS OF CONSTRUCTION

Approximately 1.02 acres of Powers Marine Park are needed to construct the Refined Preferred Alternative. The Refined Preferred Alternative will convert natural area parkland to transportation use to accommodate the installation and modification of vehicular and bicycle/pedestrian bridge ramps, roadway connections, modification of the interchange at Oregon Highway 43, and streetcar tracks. The Refined Preferred Alternative will also necessitate the replacement of existing parking spaces used by Powers Marine Park visitors.

VI. STIPULATIONS

The following actions have been agreed to by officials from the City and County in an effort to offset impacts to Powers Marine Park resulting from the proposed Sellwood Bridge Project. The following measures will be implemented when the affected portion of the project is constructed.

- A. The County will provide monetary compensation, at fair market value and in compliance with the Uniform Act, to the City for the 1.02 acres of Powers Marine Park land converted into transportation use for the Sellwood Bridge Project. These costs include the replacement parkland and reimbursement for City administrative costs (e.g., due diligence, site stabilization) associated with the purchase of additional natural area parkland to ensure no net loss. It is a requirement of the NEPA review and approval process for the Project that there is no net loss of parklands because of the Project. The Parties will (as provided in Sub-section B) work together to acquire sufficient replacement land.
- B. The County will provide sufficient funds to the City as explained in this Sub-section B, to cover the cost to replace land to be converted to transportation use by the project to ensure no net loss of parkland. The City will dedicate towards the acquisition cost of the new parcel(s); all of the funds paid by the County to the City for the purchase of the 1.02 acres of Powers Marine Park. The County will be responsible for 100% of any additional funds reasonably necessary to cover the costs to acquire sufficient real property mutually agreed to by the Parties, to replace the 1.02 acre acquired for the Project; including any reasonable administrative costs incurred by the City in the acquisition of the replacement land.
- C. The County will work cooperatively with the City to design and implement fill removal, planting, and stream restoration in the area shown on Attachment 2 (incorporating streams #2 and #3, from the railroad tracks to the river) to provide an off-river habitat for juvenile salmonids. The cost of the project, including design, permitting, construction, monitoring and warranting the above work shall not exceed \$1,000,000. The County will be responsible for compliance with permit conditions imposed by regulatory agencies, including the City of Portland Bureau of Development Services. The City will assume management responsibility for the restored area after permit conditions are met.
- D. The County will design and implement, subject to the approval of the City of Portland Parks & Recreation, a parking and pedestrian access plan for Powers Marine Park to include the provision of a minimum of seven (7) vehicle parking spaces in the area shown on Attachment 3.

VII. IT IS SO AGREED: Once signed by all parties, this document commits Multnomah County and the City of Portland to perform the actions described above.

Zari Santner, Director
For City of Portland Parks and Recreation

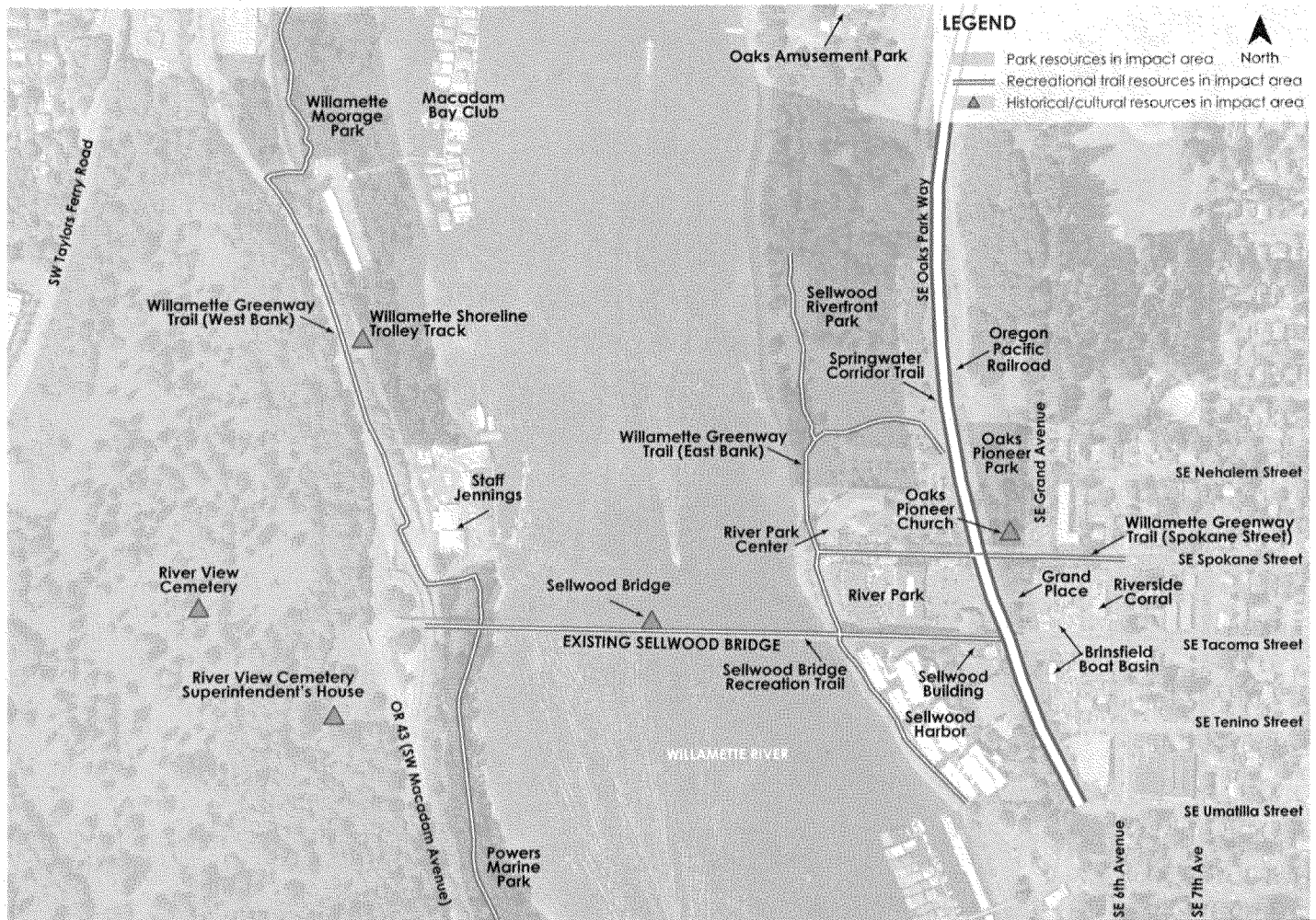
Date

Jeff Cogen, Chair
For Multnomah County

Date

Attachments:

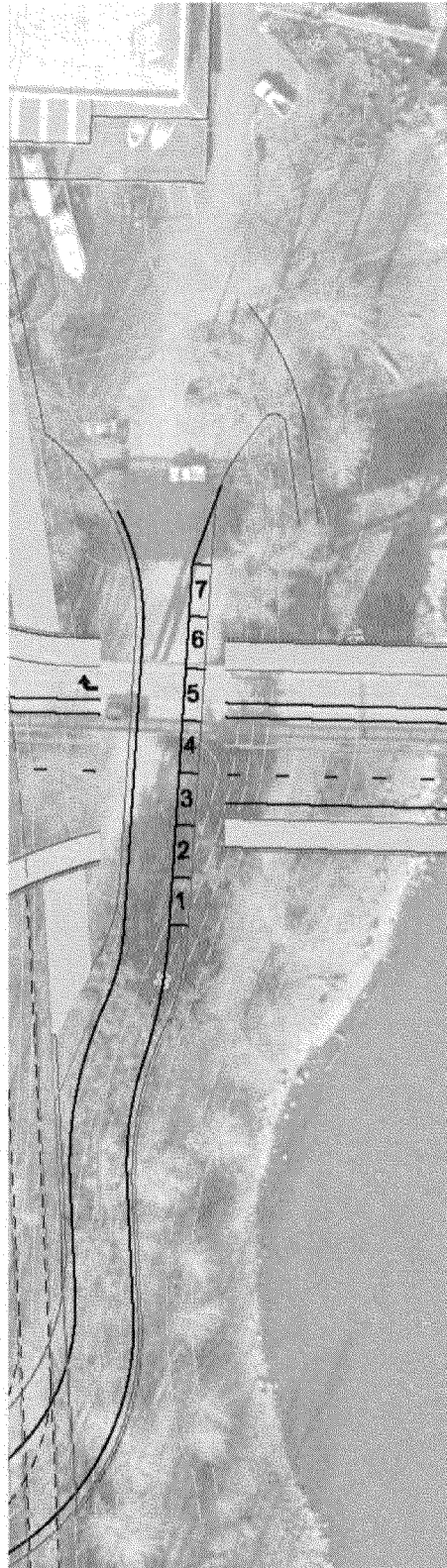
- 1) Sellwood Bridge Project vicinity maps
- 2) Stream restoration area map
- 3) Parking area map



Attachment 1
Vicinity Map



Attachment 2
POWERS MARINE PARK MITIGATION AREA



**Attachment 3
POWERS MARINE PARKING AREA MAP**



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-17 DATE 7/22/2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-17
Est. Start Time: 11:30 am

Agenda Title: Intergovernmental Agreement between Multnomah County and Portland Parks and Recreation (PPR) in Connection with Willamette Moorage Park and the Sellwood Bridge Project

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date: July 15 POSPONED TO 7-22-2010 **Amount of Time Needed:** 5 minutes
Department: Community Services **Division:** Land Use & Transportation
Contact(s): Michael Eaton, Project Manager
Phone: 503-988-3757 **Ext.** 247 **I/O Address:** 446
Presenter(s): Ian Cannon

General Information

1. What action are you requesting from the Board?

Approval of an Intergovernmental Agreement with Portland Parks and Recreation in which the impact of the Sellwood Bridge Project (Project) is defined as "de minimis" taking into account stipulated actions that Multnomah County will perform as mitigation.

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

The Sellwood Bridge will have permanent as well as temporary impacts on Willamette Moorage Park. The agreement is a result of nearly a year of negotiations with Portland Parks and Recreation. The Oregon Department of Transportation is obligated under the National Environmental Policy Act and its stewardship agreement with the Federal Highway Administration, to ensure that the terms of this agreement are carried out.

The impacts to the parks and trails by the Project are as follows:

0.35 acres of park land is being converted to transportation use, commuter bicyclists' use of the Willamette Greenway Trail will diminish the natural aspect of the existing trail, and an existing 20 foot wide crossing of the Stephens Creek salmonid fish habitat will be widened by 38 feet.

The actions to be taken by the County are:

PPR will be compensated for the 0.35 acres of land converted, an alternate bike path will be built to avoid the Stephens Creek and Butterfly Park natural areas, and the small Stephens Creek culverts will be replaced by a fish/wildlife-friendly bridge or culvert.

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

The cost of the mitigation is estimated at approximately \$5.2 Million. This cost of the mitigation is included in the current project estimate.

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

The National Environmental Policy Act specifies that no recreational park land be impacted by the project unless no feasible and reasonable alternative is available and actions are taken that, when considered, results in the park jurisdiction's finding that the impacts are "de minimis", that is, insignificant. This finding is necessary before the Federal Highway Administration will issue the Record of Decision for the project.

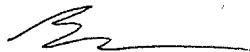
5. Explain any citizen and/or other government participation that has or will take place.

The Project has had an extensive public involvement process that has gone on for the past 4 years. Reducing the impact on Parks was a critical value expressed by the public. The Preferred Alternative selected by the Community Task force and endorsed by the boards of Multnomah and Clackamas Counties, the City of Portland and Metro had less impact on park lands than the other alternatives studied.

Portland Parks and Recreation has agreed to sign a letter agreeing to the finding of de minimis impact on the parks and trails within the Project footprint. In addition, the South Portland Riverbank Partners, which assists PPR with care for the parks, has agreed to the mitigation plan.

Required Signature

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



Date: June 30, 2010

AGREEMENT

**City of Portland Parks and Recreation
And
Multnomah County**

**Regarding Impacts to Willamette Moorage Park located in
Portland, Multnomah County, Oregon**

In Connection with the Proposed Sellwood Bridge Project, Portland, Oregon

STIP Key No. 13762

I. RECITALS:

1. Multnomah County (County) proposes to replace the Sellwood Bridge and reconfigure the present interchange area of Oregon Highway 43 at the west end of the Sellwood Bridge approach. This project is located in Portland, Multnomah County, Oregon (see project vicinity map in Attachment 1);
2. The City of Portland Parks and Recreation (City) and Multnomah County agree that the Sellwood Bridge Project is in the public interest, and that the impacts to Willamette Moorage Park are being minimized through the implementation of appropriate mitigation measures, and
3. The parties acknowledge that due consideration for the performance of the mutual obligations imposed herein has been received and is satisfactory.

Now, therefore, the City of Portland Parks and Recreation and Multnomah County agree that the Sellwood Bridge Project shall be implemented in accordance with the following stipulations relating to project impacts to Willamette Moorage Park.

II. PURPOSE

The purpose of this Agreement is to declare and memorialize agreement amongst all the signing parties that the actions set forth herein as part of the Sellwood Bridge Project will be performed by Multnomah County to offset impacts at Willamette Moorage Park resulting from the Sellwood Bridge Project.

III. BACKGROUND AND CURRENT USE

Willamette Moorage Park is an 8.92-acre park that is bordered by the Willamette River on the east, Oregon Highway 43 on the west, Butterfly Park on the north, and the Staff Jennings marina property on the south. Willamette Moorage Park is owned by the City of Portland and is maintained by the City of Portland Parks and Recreation.

Willamette Moorage Park functions primarily as a natural area intended to bolster the health of the Willamette River ecosystem. The park is the location of the Stephens Creek Confluence Habitat Enhancement Project—a partnership effort between the City of Portland and community groups to restore habitat for fish listed as threatened under the federal Endangered Species Act. This linear park provides passive recreational opportunities along with river access. Existing park facilities include a boat dock (a public transient dock shared with the Macadam Bay Floating Homes), a parking lot, and a hiking trail (the Willamette Greenway Trail).

IV. IMPACTS OF CONSTRUCTION

A Non-Park Use Permit for approximately 0.35-acres of Willamette Moorage Park is needed to construct the access driveway from Macadam Bay Moorage to SW Macadam Ave. The Refined Preferred Alternative will use a portion of land from the park to relocate the driveway providing access to Macadam Bay parking lot and dock as necessitated by ODOT access management requirements. Some of this acreage already has been leased for a non-park use to Freeman Motors Company and Portland General Electric. Construction of the new access driveway will also include construction of a stormwater treatment facility to treat runoff from the driveway as required by City standards.

The Refined Preferred Alternative includes an eighteen-foot wide paved trail extending along the park, parallel to the existing Willamette Shoreline Trolley tracks. The trail is being constructed in this location to avoid a Section 4(f) impact from removal of the existing approximately 5-foot wide Willamette Greenway Trail section located on the eastern edge of the Oregon Highway 43 right-of-way. The much larger width of the trail to be constructed by the project was mandated by the City of Portland Bureau of Transportation to meet current trail standards

The construction of this trail will remove bicycle commuters from the section of Willamette Greenway Trail located in the central part of Willamette Moorage Park, a section of trail which City of Portland Parks and Recreation would prefer be used strictly as a walking trail through this designated natural area.

The construction of multi-use trail will also allow for safe bicycle and pedestrian travel in the Oregon Highway 43 corridor. In totality, the construction of this section of trail will result in a safe and continuous off-street paved path from the Sellwood Bridge (and the existing Springwater Corridor regional multi-use trail located on the east side of the Sellwood Bridge) to the existing paved multi-use trail located in Willamette Park¹ and to points north (including downtown Portland).

V. STIPULATIONS FOR MITIGATION

¹ Willamette Park is a separate City of Portland park facility located approximately 0.10-mile north of Willamette Moorage Park.

The following actions have been agreed to by officials from the City and County in an effort to offset impacts to Willamette Moorage Park resulting from the proposed Sellwood Bridge Project. The following measures will be implemented when the affected portion of the project is constructed.

- A. The County will construct a 0.25-mile long, eighteen-foot wide Multi-Use Trail from Macadam Bay north to SW Miles Avenue. The trail will contain a fourteen-foot wide paved surface with two-foot gravel shoulders on both sides of the paved surface. This trail will be aligned parallel to the existing Willamette Shoreline railroad tracks. The width of the trail may be reduced to protect natural resources at the request of the City of Portland. Upon completion of trail construction, the City of Portland will assume ownership of the trail and will be responsible for all trail maintenance activities in perpetuity.
- B. The County will replace the existing Stephens Creek culvert under the Willamette Shoreline railroad, Willamette Greenway Trail, the new Macadam Bay access driveway, and the new Multi-Use Trail with a fish and wildlife-friendly passage to be constructed according to Oregon Department of Fish and Wildlife standards. The County will complete the stream bank grading, and the City of Portland will provide and plant the riparian vegetation along the creek.
- C. The County will provide sloped, stepped, vegetated walls along the bicycle/pedestrian trail to minimize visual and aesthetic impacts to the park. The wall design will provide for structural support and wildlife habitat value in all areas except where not feasible from an engineering perspective.
- D. The County will obtain a Non-Park Use Permit and pay a lump sum payment, at fair market value and in accordance with the Uniform Act, for use and maintenance of the roadway to Portland Parks and Recreation for the .35 acres of Willamette Moorage Park land incorporated into the Macadam Bay access driveway plus City administrative costs to be determined by agreement of the City of Portland and Multnomah County. The City of Portland shall reserve the right to review plans and specification for the work. Upon completion of driveway construction, the City of Portland will assume ownership of the access driveway and will be responsible for all maintenance activities in perpetuity.
- E. If requested by the City to address issues related to the access road realignment; the County will renegotiate on behalf of the City the current City of Portland Parks and Recreation lease agreement with Freeman Motors (Freeman) and the easement with Portland General Electric Company (PGE). The City of Portland shall reserve the right to review and approve the renegotiated lease and easement (collectively referred to as the "private property interests"). The Parties further stipulate that should negotiations as provided herein be unsuccessful with Freeman or PGE, the County reserves the right as allowed by law to acquire the required private property interests through eminent domain authority (if necessary) for the completion of the park and transportation improvements as described in this Agreement.

VII. IT IS SO AGREED: Once signed by all parties, this document commits Multnomah County and the City of Portland to perform the actions described above.

Zari Santner, Director
For City of Portland Parks and Recreation

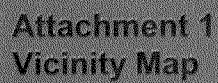
Date

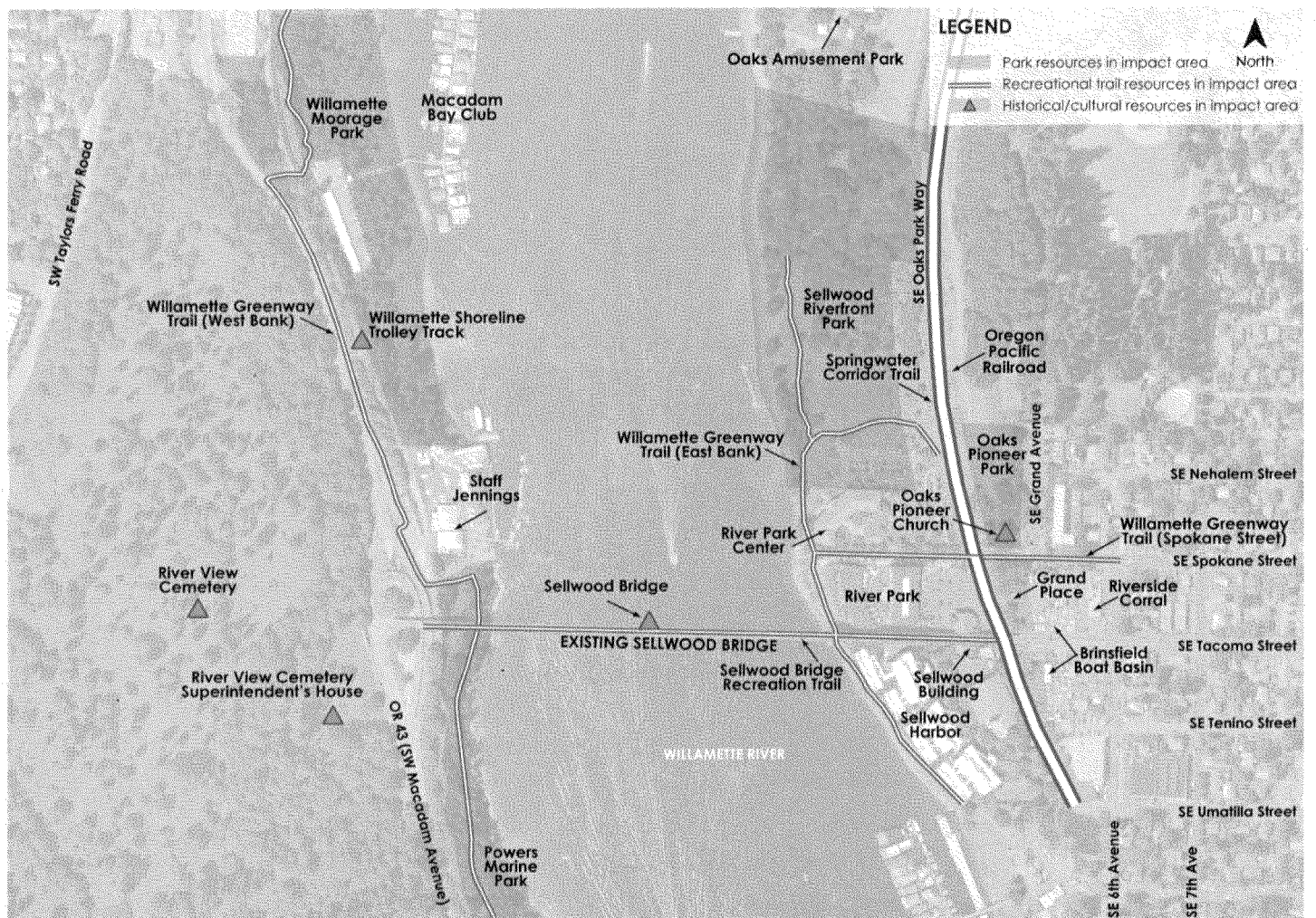
Jeff Cogen, Chair
For Multnomah County

Date

Attachments:

- 1) Sellwood Bridge Project vicinity maps





Attachment 1
Vicinity Map



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-18 DATE 7-22-2010
LYNDA GROW, BOARD CLERK

Board Clerk Use Only

Meeting Date: 7/22/2010
Agenda Item #: R-18
Est. Start Time: 11:35 am

Agenda Title: **ANIMAL HOUSE ADOPTION EVENT AND TOGA PARTY**

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	<u>July 22, 2010</u>	Amount of Time Needed:	<u>10 minutes</u>
Department:	<u>Community Services</u>	Division:	<u>Animal Services</u>
Contact(s):	<u>Mike Oswald</u>		
Phone:	<u>503-988-7387</u>	Ext.	<u>25234</u>
Presenter(s):	<u>Mike Oswald</u>	I/O Address:	<u>B324</u>

General Information

1. What action are you requesting from the Board?

Announcement and special invitation to the 3rd Annual Animal House Adoption Event and Toga Party at Animal Services

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

On Saturday, July 31, Multnomah County Animal Shelter will hold its biggest party of the year. From 11:00 a.m. until midnight, the shelter will offer special low-cost cat and dog adoptions and fun for the whole family. At the annual Animal House Adoption Party, Multnomah County Animal Services will transform its dog adoption kennels to Delta Omega Gamma fraternity, and its cattery into the Kappa Alpha Tau sorority. Adoptable pets will be the stars of the show. Each summer the shelter is home to more cats and dogs than at any other time of year and by the end of July the shelter is fairly bursting with four-footed energy. The shelter annually copes with the needs of more than 5000 cats and 4000 dogs, many that are injured, hungry or dehydrated and in need of care. In addition to considering adoptable pets, the community is invited to meet the dedicated people who serve these animals and residents of Multnomah County and learn about volunteering, fostering, outreach and education events, how to find a lost pet, or take a tour of the facility.

Here is what's in store for this year's celebration:

- Adoptions throughout the day, right up until midnight
- A variety of food and pet-related vendors
- K103 personalities and music from 11 am - 1 pm
- Live music by popular local performers from 7 pm - 10 pm including Burnside Stranglers!
- "Brad Pit" kissing booth (Brad the Pit Bull, not the Hollywood star)
- Photos by local photographer, Patrick Sinnott
- Tons of raffle prizes all day long!

We'd like to thank our sponsors who have graciously donated to the shelter:

- The Oregonian newspaper
- K103 radio
- Cascade Corporation

We're happy announce the following vendors will be participating:

- Behave Canine Solutions
- Hearts of Gold Pet Services
- Lexi Dog
- ODIG
- Rick's K-9 Products
- Solpops
- Spot Magazine
- Salty's Dog and Cat Shop

We'd like to thank the businesses who have generously donated gifts for the raffle:

- Voodoo Donuts

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

The event is funded through the generous contributions from sponsors and volunteers.

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

This event celebrates and promotes the adoption of shelter animals.

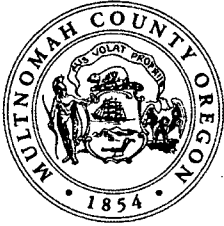
5. Explain any citizen and/or other government participation that has or will take place.

Na

Required Signature

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

Date: _____



Commissioner Judy Shiprack

Multnomah County Oregon

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214

Phone: (503) 988-5217
FAX: (503) 988-5262
Email: district3@co.multnomah.or.us

MEMORANDUM

TO: Chair Jeff Cogen
Commissioner Deborah Kafoury
Commissioner Jeff Cogen
Commissioner Diane McKeel
Clerk of the Board Lynda Grow

FROM: Keith Falkenberg
Staff to Commissioner Judy Shiprack

DATE: June 22, 2010

RE: Excuse Memo for July 20th 2010

Commissioner Shiprack will not be able to attend the Board Sessions on Tuesday July 20th. Judy will be attending the NACo National Conference.



Office of Jeff Cogen, Chair

MULTNOMAH COUNTY OREGON

501 SE Hawthorne, Suite 600

Portland, Oregon 97214

(503) 988-3308 phone

(503) 988-3093 fax

MEMORANDUM

TO: Commissioner Deborah Kafoury
Commissioner Barbara Willer
Commissioner Judy Shiprack
Commissioner Diane McKeel
County Attorney Agnes Sowle
Board Clerk Lynda Grow

FROM: Barb Guthrie
Scheduler/Staff Assistant to Chair Cogen

DATE: July 8, 2010

RE: Excuse Memo for July 20th Executive Session/Board Briefing

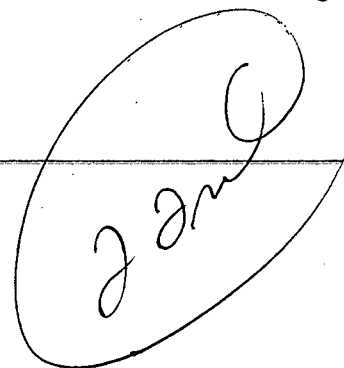
Chair Cogen will not be in attendance for the July 20th Executive Session and Board Briefing.

If you have any questions concerning this memo, please do not hesitate to call me.

Barb Guthrie

GROW Lynda

From: MADRIGAL Marissa D
Sent: Wednesday, June 23, 2010 10:03 AM
To: ISLEY Sheila L
Cc: GROW Lynda; BAKER Marina; PEOPLES Kim E
Subject: RE: Agenda Placement - July 15 IGA Fairview Sidewalk Project



I believe Lynda has said there is time available so its fine with me, thanks! Does District 4 know this is coming forward?

From: ISLEY Sheila L
Sent: Tuesday, June 22, 2010 1:10 PM
To: MADRIGAL Marissa D
Cc: GROW Lynda; BAKER Marina; PEOPLES Kim E
Subject: FW: Agenda Placement - July 15 IGA Fairview Sidewalk Project

Hi Marissa,

We are requesting 5 minutes for an IGA between ODOT/Fairview/County and immediately following we need an additional 5 minutes for an IGA with Fairview and the County for the Fairview/County Sidewalk project. Please let me know if there is time available on the July 15 BCC agenda. Upon your approval of the time allotment we will submit the formal documents that have been approved by the County Attorney's Office.

Respectfully,

Sheila Isley CPS/CAP
Multnomah County
Department of Community Services
1600 SE 190th Ave; Room 224
Portland OR 97230
(503) 988-5881 Fax (503) 988-3048

GROW Lynda

From: ISLEY Sheila L
Sent: Wednesday, June 23, 2010 1:04 PM
To: GROW Lynda
Cc: BAKER Marina
Subject: FW: Agenda Placement - July 15 IGA Fairview Sidewalk Project

Hi Lynda,

It looks like we need to move this to the July 22 agenda. Is there room?

Sheila Isley CPS/CCP

Multnomah County
Department of Community Services
1600 SE 190th Ave; Room 224
Portland OR 97230
(503) 988-5881 Fax (503) 988-3048

From: PEOPLES Kim E
Sent: Wednesday, June 23, 2010 12:53 PM
To: MADRIGAL Marissa D
Cc: ISLEY Sheila L
Subject: RE: Agenda Placement - July 15 IGA Fairview Sidewalk Project

Marissa:

I will be contacting District 4 shortly to brief on the item. Also, I will be requesting Board Staff time.

It looks like we will not be able to meet the July 15 date, so I will be asking Sheila to assist with checking on the availability for these two items for the July 22nd Board Meeting.

Thank you,
Kim

From: MADRIGAL Marissa D
Sent: Wednesday, June 23, 2010 10:03 AM
To: ISLEY Sheila L
Cc: GROW Lynda; BAKER Marina; PEOPLES Kim E
Subject: RE: Agenda Placement - July 15 IGA Fairview Sidewalk Project

I believe Lynda has said there is time available so its fine with me, thanks! Does District 4 know this is coming forward?

From: ISLEY Sheila L
Sent: Tuesday, June 22, 2010 1:10 PM

6/24/2010

7/22

GROW Lynda

From: ISLEY Sheila L
Sent: Tuesday, June 22, 2010 1:10 PM
To: MADRIGAL Marissa D
Cc: GROW Lynda; BAKER Marina; PEOPLES Kim E
Subject: FW: Agenda Placement - July 15 IGA Fairview Sidewalk Project

Hi Marissa,

We are requesting 5 minutes for an IGA between ODOT/Fairview/County and immediately following we need an additional 5 minutes for an IGA with Fairview and the County for the Fairview/County Sidewalk project. Please let me know if there is time available on the July 15 BCC agenda. Upon your approval of the time allotment we will submit the formal documents that have been approved by the County Attorney's Office.

Respectfully,

Sheila Isley CPS/CAP

Multnomah County

Department of Community Services

1600 SE 190th Ave; Room 224

Portland OR 97230

(503) 988-5881 Fax (503) 988-3048

6/24/2010

GROW Lynda

From: FILES Sean

Sent: Monday, June 14, 2010 11:21 AM

To: GROW Lynda; WIREN Corie; RIDINGS Aaron M; COGEN Jeff; WILLER Barbara; KAFOURY Deborah; SHIPRACK Judith C; FALKENBERG Keith E; GUTHRIE Barbara

Subject: Excuse Memo for 7/20/10 Executive Session

Attached is an excuse memo for Commissioner McKeel's involvement in the Executive Session July 20, 2010. She will be at the National NACO Conference in Reno and will not be able to attend the Board Session.

Sean Files

Constituent Liaison and Policy Analyst
Multnomah County Commissioner Diane McKeel
501 SE Hawthorne Blvd., Suite 600
Portland, Oregon 97214

(503) 988-5213
(503) 988-5262 (fax)
sean.files@co.multnomah.or.us
www.multco.us/cc/ds4

6/25/2010

GROW Lynda

From: FALKENBERG Keith E
Sent: Tuesday, June 22, 2010 10:17 AM
To: COGEN Jeff; KAFOURY Deborah; WILLER Barbara; MCKEEL Diane
Cc: GROW Lynda; BAKER Marina; MADRIGAL Marissa D; LEE Beckie; BROWN Dana; WIREN Corie; LASHUA Matthew
Subject: Excuse Memo July 20th
Attachments: Excuse memo July 20th.doc

Commissioner Shiprack will not be able to attend any Board sessions on Tuesday July 20th. She will be attending the NACo National Conference.

I would like to point out both Commissioner Shiprack and McKeel will be absent, we may need to change any follow up budget briefings scheduled for July 20th.

Keith Falkenberg

Staff Assistant
Office of Commissioner Judy Shiprack
503 988 5217

GROW Lynda

From: ISLEY Sheila L
Sent: Wednesday, June 23, 2010 4:03 PM
To: MADRIGAL Marissa D
Cc: GROW Lynda; BAKER Marina; OSWALD Michael L
Subject: July 29 BCC Agenda Request

Hi Marissa,

We are in need of 10 minutes on the July 29 BCC agenda for the 3rd Annual Animal House Adoption event (AKA: Toga Party). Please let me know if there is time available. Upon your approval, we will submit the APR.

Respectfully,

Sheila Isley CPS/CAP
Multnomah County
Department of Community Services
1600 SE 190th Ave; Room 224
Portland OR 97230
(503) 988-5881 Fax (503) 988-3048

6/24/2010



**MULTNOMAH COUNTY
AGENDA PLACEMENT REQUEST
NOTICE OF INTENT**

(revised 12/31/09)

Board Clerk Use Only

Meeting Date: _____
Agenda Item #: _____
Est. Start Time: _____
Date Submitted: _____

Agenda Title: NOTICE OF INTENT To apply for \$40 million from the TIGER II grant program for the Sellwood Bridge.

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	July 29, 2010	Amount of Time Needed:	5 minutes
Department:	Community Services	Division:	LUT Planning
Contact(s):	Karen Schilling		
Phone:	503-988-5050	Ext.	29635
I/O Address:	455/1 st Floor		
Presenter(s):	Karen Schilling		

General Information

1. What action are you requesting from the Board?

Approval to apply for \$40 million in TIGER II funds for the Sellwood Bridge replacement.

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

The County is preparing to replace the 85-year old Sellwood Bridge with a new bridge built to modern standards with capacity for motor vehicles, transit, bicycles and pedestrians. We expect to receive a Record of Decision (ROD) in the summer of 2010. The estimated cost for the bridge replacement is \$330 million. Working with our regional partners, the funding plan includes contributions from the following sources:

Multnomah County: \$127 million

City of Portland: \$100 million

Clackamas County: \$22 million

State of Oregon: \$30 million

Previously secured funds: \$11 million

Federal Authorization: requested \$40 million

If awarded up to \$40 million through the TIGER II grant program, the county could reduce the request for Transportation Authorization funding by an equivalent amount. The Sellwood Bridge project meets the criteria for TIGER II funds including improving the condition of existing transportation facilities and systems, economic competitiveness, livability, environmental sustainability, and safety. In addition, the projects are required to have a 20% local match and can increase their overall competitiveness by demonstrating significant non-Federal contributions. Projects are considered more favorable also by the partnerships demonstrated in the financing package. The project is multi-modal (vehicles, bikes, pedestrians, and streetcar-ready) making it more competitive as well.

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

This funding source is a grant, not a loan, so it will not have an impact on the Transportation Fund in the long run. By securing these funds, it will make it possible to construct the Sellwood Bridge on schedule.

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

NA

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

Numerous public meetings have been held as part of developing the Environmental Impact Statement for the Sellwood Bridge. A new Community Advisory Committee has been established to assist with the selection of the bridge type.

ATTACHMENT A

Grant Application/Notice of Intent

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

- **Who is the granting agency?**

US Department of Transportation

- **Specify grant (matching, reporting and other) requirements and goals.**

The goals of TIGER II are Long-term Outcomes, Job Creation and Economic Stimulus, Innovation, and Partnership. The criteria for Long-term Outcomes include State of Good Repair (improving the condition of existing facilities), Economic Competitiveness, Livability, Environmental Sustainability, and Safety. There is a 20% matching requirement but priority must be given to projects for which Federal funding is required to complete an overall financing package.

- **Explain grant funding detail – is this a one time only or long term commitment?**

This is a one-time grant request for capital construction of the Sellwood Bridge. Awards will be made after September 15, 2010.

- **What are the estimated filing timelines?**

Pre-applications are required by July 26 and applications due August 23, 2010.

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

The grant funds must be obligated by September 30, 2012. The County expects to start construction in 2012 and complete it by 2016.

- **When the grant expires, what are funding plans?**

This funding is not for on-going operations.

- **Is 100% of the central and departmental indirect recovered? If not, please explain why.**

Yes.

ATTACHMENT B

Required Signatures

Elected Official or

Department/

Agency Director:

DS, K-M Peoples for Cecilia Johnson

Date:

7/7/10

Budget Analyst:

Date:



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Board Clerk Use Only

Meeting Date: _____
Agenda Item #: _____
Est. Start Time: _____
Date Submitted: _____

Agenda Title: Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code Revisions related to the Northwest Master Plan in Compliance with Metro's Functional Plan and Declaring an Emergency.

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

Date Requested: July 15, 2010 **Time Requested:** 5 minutes
Department: Community Services **Program:** Land Use & Transportation
Contact(s): Lisa Estrin
Phone: 503-988-3043 **Ext.** 22597 **I/O Address:** 455/116
Presenter(s): Lisa Estrin

General Information

1. What action are you requesting from the Board?

Adopt the ordinance as recommended by the Portland Planning Commission and Portland City Council.

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

On October 11, 2001 the Board adopted Ordinance 967 (effective date January 1, 2002) adopting, in summary, the Portland Comprehensive Plan and zoning ordinance. The County and the City of Portland have been engaged in agreements enabling the City of Portland to provide planning services to achieve compliance with the Metro Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Portland. Since the adoption of Ordinance 967 and subsequently Ordinance 997, the attached ordinances have been passed by the Portland City Council and therefore the County must adopt them pursuant to our intergovernmental agreement to keep the code up to date. Multnomah County and the City of Portland entered into an Intergovernmental Agreement (IGA) to transfer land use planning responsibilities on January 1, 2002. The IGA lays out a process requiring the County to ensure that any amendments to the City's comprehensive plan, zoning code and other regulations adopted by the City Council will be considered by the County Board of Commissioners at the earliest possible

meeting. It also states "The County Board of Commissioners shall enact all comprehensive plan and code amendments so that they take effect on the same date specified by the City's enacting ordinance" (unless adopted by emergency). The City will have taken action on all of the above items by the hearing date of this ordinance. If the County does not adopt these amendments, the IGA will be void and the County will be required to resume responsibility for planning and zoning administration within the affected areas.

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

NA

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

State law requires a notice be placed in a newspaper of general circulation 10 days prior (7/05/10) to the BCC hearing. The County Attorney's office was involved in the drafting of the original IGA and has been involved in coordinating our compliance effort through adoption of these code amendments.

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

The City included the County affected property owners in their noticing for these code revisions when required pursuant to the IGA and directed them to the City legislative process.

Required Signatures

Department/
Agency Director:



Date:

6/29/10

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. ____

Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Code Revision related to the Northwest Master Plan and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).
- e. On June 3, 2010, the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and map amendments in compliance with Metro's Functional Plan by Ordinance 1164.
- f. Since the adoption of Ordinance 1164, the City's Planning Commission recommended land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.
- h. The City Council adopted the land use code, plan and map amendments set out in Section 1 below and attached as Exhibits 1 through 4. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

FIRST READING AND ADOPTION: July 15, 2010

BOARD OF COUNTY COMMISSIONERS,
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy, Assistant County Attorney

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

EXHIBIT LIST FOR ORDINANCE

1. Ordinance to amend the Northwest Master Plan (**PDX Ord. #183916**).
2. Exhibit A Recommended Amendments to the Zoning Code
3. Exhibit B Report on the Proposal for a Northwest Master Plan
4. Exhibit C Page G-42 of Exhibit A to Ord. 177920

Prior to adoption, this information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda website (www.co.multnomah.or.us/cc/WeeklyAgendaPacket/). To obtain the adopted ordinance and exhibits electronically, please contact the Board Clerk at 503-988-3277. These documents may also be purchased on CD-Rom from the Land Use and Transportation Program. Contact the Planning Program at 503-988-3043 for further information.

ORDINANCE No. 183916

Amend the Northwest Master Plan regulations (Ordinance)

The City of Portland Ordains:

Section 1. The Council finds:

General Findings

1. In 2001, City Council adopted the Northwest Transition Zoning Project with Ordinance No. 175877. Among other things, that project created the Northwest plan district as Chapter 33.562 of the Zoning Code.
2. The 2001 Northwest plan district included requirements for a Northwest Master Plan (NWMP). The requirement applied only to an area roughly bounded by NW Pettygrove, NW Thurman, NW 20th, and NW 22nd. This area was owned at the time by CNF, a company which has now become Con-Way.
3. The reasoning and process by which the NWMP provisions were added to the plan district are detailed in the *Report on the Proposal for a Northwest Master Plan*, which was Exhibit B to Ordinance 175877. The *Report* is attached to this ordinance as Exhibit B, and is incorporated here as further findings.
4. To summarize the reasons for adding the NWMP provisions, CNF wanted more flexibility than the IG1 zoning would allow, but neighbors and the City felt that rezoning the site without further planning was problematic. Neighbors and the City looked to the Northwest District Planning process, which was underway, as the vehicle for that rezoning and further planning. CNF felt that timeframe would not work for potential immediate needs for additional office space—and employment—on their site. CNF needed to begin their internal process of long-range planning for their property in advance of the completion of the Northwest District Plan, but could not justify the expense of the long-range planning unless the zoning provided more certainty.
5. As stated in the Report, "...the proposed [Northwest] Master Plan was conceived as a temporary measure to allow CNF certainty regarding the zoning of their property so that they can proceed with their private master planning process. Ideally, the CNF master planning process will occur concurrent with the Northwest Area Plan project, so that the two processes can inform each other. At the conclusion of CNF's planning process, they could make application for a Northwest Master Plan, however close coordination between the efforts could make this unnecessary. The outcome of joint efforts could be replacement of the master plan requirement with land use and transportation policies, development standards, and design standards and guidelines that direct development of these properties without the need of a [Northwest] Master Plan."
6. The NWMP provisions represented a compromise reached among CNF, the neighbors, and the City. It was agreed that the zoning would change to EXd, but a NWMP would be required for any development.
7. In 2003 and 2004, City Council adopted the Northwest District Plan (NWDP) and a number of implementing and other actions. Four ordinances and a resolution were used for this adoption: Ordinances Nos. 177920, 177921, 177993, and 178020, and Resolution No. 376171.
8. The Northwest Master Plan was removed from the code with adoption of the NWDP because the various elements addressed by the NWMP were now addressed by various elements

of the NWDP. See the commentary on Page G-42 of Exhibit A to Ordinance No. 177920, attached as Exhibit C and incorporated here by reference.

9. The ordinances and resolution adopting the NWDP were appealed to the Oregon Land Use Board of Appeals (LUBA).
10. After an initial decision by LUBA, an appeal to the Oregon Court of Appeals, and a remand to LUBA, LUBA remanded Ordinance No. 177920 to the City of Portland in 2005. LUBA affirmed the other three ordinances and the resolution.
11. While the remand did not address anything related to the NWMP, it had the effect of invalidating code adopted by Ordinance No. 177920. By invalidating that code, the NWMP was put back into the Zoning Code. It is currently in the Code as Section 33.562.300
12. City Council has readopted actions and elements that had been part of the remanded ordinance. On October 21 2009, the Council adopted Ordinance No. 183269, which readopted the bulk of the NWDP, but did not readopt, delete, or modify the provisions of the NWMP. As part of the discussions with the community, including neighbors and property owners, there has been interest in retaining the Northwest Master Plan requirement.
13. The NWMP was intended to be a temporary measure and was removed from the Code because the various elements addressed by the NWMP were addressed by various elements of the NWDP.
14. The NWMP can provide both needed flexibility and an appropriate process for determining the future uses and design of a large tract in the neighborhood. For these reasons, this ordinance retains the NWMP in the Zoning Code, and makes minor changes to the current language; none of the changes are substantive.
15. On November 7, 2007, staff met with the Transportation Committee of the Northwest District Association (NWDA) to discuss the NW Plan District Remand project, which includes readoption of amendments to the Official Zoning Map and Comprehensive Plan Map. and discussion of the NWMP (the Remand). The amendments to the Official Zoning Map and Comprehensive Plan Map originally adopted as part of the NWDP are being readopted by a separate ordinance
16. On November 13, 2007, staff met with the Northwest Industrial Neighborhood Association to discuss the Remand.
17. On October 1, 2008, staff met with the Transportation Committee of the NWDA to discuss the latest transportation information related to the Remand.
18. On July 16, 2009, staff met with the Planning Committee of the NWDA to discuss the status of the NW District Plan and the proposal to re-adopt the portions of the plan not related to the remanded items.
19. On October 29, 2009, staff met with representatives from Neighbors West/Northwest and the NWDA to discuss the continuing public participation process for the Remand.
20. Staff met with the following interested parties on the following dates to discuss the amendments proposed by this ordinance: the Leadership Committee of the NWDA (April 8, 2010), the Transportation Committee of the NWDA (May 5, 2010), and the Land Use Committee of the NWDA and interested property owners (May 13, and 17, 2010). On April 21, 2010, notice of the proposed action was mailed to the Department of Land Conservation and Development in compliance with the post-acknowledgement review process required by OAR 660-18-020. DLCD received the notice on April 23, 2010.
21. On May 11, 2010, notice was mailed to more than 1,200 people and organizations, including all neighborhood associations and coalitions and business associations in the City of Portland, as

well as property owners and those within 400 feet of the areas to be rezoned, other interested persons, to notify them of an Open House and the City Council Hearing on the Remand.

22. On May 19, 2010, staff held an open house on the Remand at Good Samaritan Hospital in Northwest Portland. Twenty-five people attended the open house.
23. During April and May, staff also communicated via email, meetings, and phone with various interested people, including property owners.
24. This ordinance and the attachments were published on May 28, 2010. They were also posted on the Bureau's website.
25. On June 10, 2010, City Council held a hearing on this ordinance. Staff from the Bureau of Planning and Sustainability presented the proposal, and public testimony was received.
26. On June 16, 2010, City Council voted to adopt the proposal contained in this ordinance..

Findings on Statewide Planning Goals

27. State planning statutes require cities to adopt and amend comprehensive plans and land use regulations in compliance with state land use goals. Only the state goals addressed below apply.
28. **Goal 1, Citizen Involvement**, requires provision of opportunities for citizens to be involved in all phases of the planning process. The preparation of these amendments has provided numerous opportunities for public involvement, including:
29. The Bureau of Planning maintained and updated as needed a project web site that included basic project information, announcements of public events, project documents and staff contact information.
30. On November 7, 2007, staff met with the Transportation Committee of the Northwest District Association (NWDA) to discuss the NW Plan District Remand project, which includes readoption of amendments to the Official Zoning Map and Comprehensive Plan Map. and discussion of the NWMP (the Remand). The amendments to the Official Zoning Map and Comprehensive Plan Map are under a separate ordinance
31. On November 13, 2007, staff met with the Northwest Industrial Neighborhood Association to discuss the Remand.
32. On October 1, 2008, staff met with the Transportation Committee of the NWDA to discuss the latest transportation information related to the Remand.
33. On July 16, 2009, staff met with the Planning Committee of the NWDA to discuss the status of the NW District Plan and the proposal to re-adopt the portions of the plan not related to the remanded items.
34. On October 29, 2009, staff met with representatives from Neighbors West/Northwest and the NWDA to discuss the continuing public participation process for the Remand. Staff met with the following interested parties on the following dates to discuss the amendments proposed by this ordinance: the Leadership Committee of the NWDA (April 8, 2010), the Transportation Committee of the NWDA (May 5, 2010), and the Land Use Committee of the NWDA and interested property owners (May 13, and 17, 2010).
35. On April 21, 2010, notice of the proposed action was mailed to the Department of Land Conservation and Development in compliance with the post-acknowledgement review process required by OAR 660-18-020. They received the notice on April 23, 2010.

36. On May 11, 2010, notice was mailed to more than 1,200 people and organizations, including all neighborhood associations and coalitions and business associations in the City of Portland, as well as property owners and those within 400 feet of the areas to be rezoned, other interested persons, to notify them of an Open House and the City Council Hearing on the Remand.
37. On May 19, 2010, staff held an open house on the Remand at Good Samaritan Hospital in Northwest Portland. Twenty-five people attended the open house.
38. During April and May, staff also communicated via email, meetings, and phone with various interested people, including property owners.
39. This ordinance and the attachments were published on May 28, 2010. They were made available to the public, posted on the Bureau's website, and mailed to those who requested copies.
40. On June 10, 2010, City Council held a hearing on this ordinance. Staff from the Bureau of Planning and Sustainability presented the proposal, and public testimony was received.
41. **Goal 9, Economic Development**, requires provision of adequate opportunities for a variety of economic activities vital to public health, welfare, and prosperity. The amendments support this goal because improving the Northwest Master Plan by clarifying where it applies will provide both needed flexibility and an appropriate process for determining the future uses and design of a large tract in the neighborhood. The tract will, most likely, include intensive development of both residential and employment uses.

Findings on Metro Urban Growth Management Functional Plan

42. **Title 1, Requirements for Housing and Employment Accommodation**, requires that each jurisdiction contribute its fair share to increasing the development capacity of land within the Urban Growth Boundary. This requirement is to be generally implemented through citywide analysis based on calculated capacities from land use designations. The amendments are consistent with this title because they do not significantly alter the development capacity of the city. See also findings under Comprehensive Plan Goals 4 (Housing) and 5 (Economic Development).

Findings on Portland's Comprehensive Plan Goals

43. Only the Comprehensive Plan goals addressed below apply.
44. **Policy 1.4, Intergovernmental Coordination**, requires continuous participation in intergovernmental affairs with public agencies to coordinate metropolitan planning and project development and maximize the efficient use of public funds. The amendments support this policy because a number of other government agencies were notified of this proposal and given the opportunity to comment. These agencies include Metro, Multnomah County, the Regional Arts and Culture Commission, the Port of Portland, TriMet, the Oregon Department of Environmental Quality, the Oregon Department of Fish and Wildlife, the Oregon Department of Transportation, Multnomah County Drainage District #1, and the following school districts: Parkrose, Reynolds, David Douglas, Centennial, Riverdale, and the Portland Public Schools.
45. **Goal 3, Neighborhoods**, calls for the preservation and reinforcement of the stability and diversity of the city's neighborhoods while allowing for increased density. The amendments support this goal by improving how the Northwest Master Plan will work, which provides both needed flexibility and an appropriate process for determining the future uses and design of a large tract in the neighborhood.

46. **Goal 5, Economic Development**, calls for the promotion of a strong and diverse economy that provides a full range of employment and economic choices for individuals and families in all parts of the city. The amendments are consistent with this goal because improving the Northwest Master Plan by clarifying where it applies will provide both needed flexibility and an appropriate process for determining the future uses and design of a large tract in the neighborhood. The tract will, most likely, include intensive development of both residential and employment uses. See also findings for Statewide Planning Goal, Goal 9, Economic Development.
47. **Goal 9, Citizen Involvement**, calls for improved methods and ongoing opportunities for citizen involvement in the land use decision-making process, and the implementation, review, and amendment of the Comprehensive Plan. This project followed the process and requirements specified in Chapter 33.740, Legislative Procedure. The amendments support this goal for the reasons found in the findings for Statewide Planning Goal 1, Citizen Involvement.

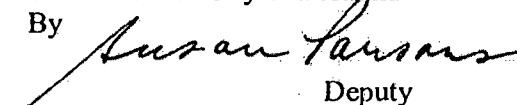
NOW, THEREFORE, the Council directs:

- a. Amend Title 33, Planning and Zoning, as shown in Exhibit A, Recommended Amendments to the Zoning Code;
- b. If any section, subsection, sentence, clause, phrase, diagram or drawing contained in this ordinance, or the plan, map or code it adopts or amends, is held to be deficient, invalid or unconstitutional, that shall not affect the validity of the remaining portions. The Council declares that it would have adopted the plan, map, or code and each section, subsection, sentence, clause, phrase, diagram and drawing thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, phrases, diagrams or drawings contained in this Ordinance, may be found to be deficient, invalid or unconstitutional.

Passed by the Council: JUN 17 2010

Mayor Adams
Prepared by: Sandra P. Wood
Date Prepared: May 28, 2010

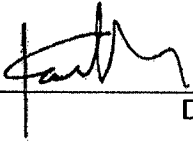
LaVonne Griffin-Valade
Auditor of the City of Portland
By


Deputy

~~861~~ 917

Agenda No.
ORDINANCE NO. 183916
Title

Amend Title 33, Planning and Zoning to amend the Northwest Master Plan regulations.
(Ordinance); amend Title 33)

INTRODUCED BY Commissioner/Auditor: Mayor Sam Adams	CLERK USE: DATE FILED <u>JUN 04 2010</u>
COMMISSIONER APPROVAL	LaVonne Griffin-Valade Auditor of the City of Portland
Mayor—Finance and Administration - Adams	By:  Deputy
Position 1/Utilities - Fritz	
Position 2/Works - Fish	
Position 3/Affairs - Saltzman	
Position 4/Safety - Leonard	
BUREAU APPROVAL	ACTION TAKEN:
Bureau: Planning and Sustainability Bureau Head: Susan Anderson	JUN 10 2010 PASSED TO SECOND READING JUN 17 2010 2 P.M.
Prepared by: Sandra Wood Date Prepared: May 27, 2010	
Financial Impact Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/> Not Required <input type="checkbox"/>	
Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Council Meeting Date June 10, 2010	
City Attorney Approval <i>KS Beaumont</i>	

AGENDA
TIME CERTAIN <input checked="" type="checkbox"/> Start time: <u>2 PM</u>
Total amount of time needed: _____ (for presentation, testimony and discussion)
CONSENT <input type="checkbox"/>
REGULAR <input checked="" type="checkbox"/> Total amount of time needed: <u>30 min.</u> (for presentation, testimony and discussion)

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz	✓	
2. Fish	2. Fish	✓	
3. Saltzman	3. Saltzman	—	—
4. Leonard	4. Leonard	—	—
Adams	Adams	✓	

EXHIBIT A

Recommended Amendments to the Zoning Code

Language **added** is underlined. Language **deleted** is shown in ~~strikethrough~~.

While changes are proposed to only a few paragraphs, the entire section on the Northwest Master Plan is included here for information.

AMEND CHAPTER 33.562, NORTHWEST PLAN DISTRICT

Sections:

Map 562-9 NW Master Plan Required

33.562.300 Northwest Master Plan

- A. Purpose.** The Northwest Master Plan allows flexibility in design and development of a site in a manner that evokes an urban development pattern, and does not overwhelm public services.

The provisions of this section accommodate the needs of property owners to begin long-range planning for their property in advance of adoption of the Northwest Area Plan. The Northwest Area Plan may modify or delete this section of the code. It is likely that there will be significant overlap in both timelines and issues addressed by the private and public planning efforts; the two efforts should inform and improve each other throughout their processes.

A Northwest Master Plan will ensure:

- Pedestrian-oriented, transit-supportive development;
- Development that includes a variety of uses, but retains the EX zone focus on employment uses that need a central location;
- High quality design appropriate to an urban setting;
- Active uses on the ground floor of buildings along designated transit streets and pedestrian routes;
- A street pattern that provides for frequent, convenient pedestrian and vehicle connections and emulates levels of connectivity similar to the adjacent block pattern;
- Transportation and parking demand management strategies that decrease reliance on the automobile;
- Development that is integrated into the broader urban fabric;
- Transitions to adjacent areas with different uses and intensities through use, height, and massing of new development, considering historic resources, and the character of the area anticipated through the Northwest Area Plan process;
- Consideration of opportunities to provide a park, plaza, or other open space that can be used by those working and living in the neighborhood; and
- Efficient use of land.

- B. Where these regulations apply.** The regulations of this section apply to sites in the ~~EX zone in Subdistrict B of the Northwest plan district. The boundaries of the subdistrict are shown on Map 562-1 9 at the end of this chapter.~~ The regulations may also apply to areas that are not shown on the map, but are contiguous to or across a right-of-way from that area and under the same ownership, if the applicant voluntarily includes them in the Northwest Master Plan boundaries.

C. When a Northwest Master Plan is required.

1. Required. A Northwest Master Plan is required for sites shown on Map 562-9 in the EX zone in Subdistrict B of the Northwest plan district where the applicant proposes:
 - a. ~~An e~~Expansions of the amount of floor area or exterior improvements area greater than 1,500 square feet on the site; or
 - b. A change from one use category to another.
2. Voluntary. An applicant may voluntarily submit a Northwest Master Plan for any site not shown on Map 562-9 if the site is contiguous to or across a right-of-way from the area shown on the map and under the same ownership. in Subdistrict B of the Northwest plan district, regardless of zoning.
3. Exempt. The following are allowed without a Northwest Master Plan:
 - a. Normal maintenance and repair;
 - b. Changing up to 5,000 square feet of floor area from an accessory to a primary use, where no change of occupancy is required. An example would be changing an employees-only restaurant to a public restaurant; ~~and~~
 - c. Development where all of the floor area and exterior improvement area is in residential use; and
 - d. Fences, handicap access ramps, and on-site pedestrian systems.

D. Components of a Northwest Master Plan. The applicant must submit a Northwest Master Plan with all of the following components:

1. Boundaries. The boundaries of the area to be included in the Northwest Master Plan. The area must include all contiguous lots within the EX Zone area shown on Map 562-9 that are owned by the same person, partnership, association, or corporation. This also includes lots that are in common ownership but are separated by a shared right-of-way.
2. Overall scheme. An overall scheme, including both written and graphic elements, that describes and ties together existing, proposed, and possible development and uses, height and massing of development, phasing of development, review procedures for each development or phase, and what standards, guidelines, and approval criteria will be used to evaluate each development or phase.
3. Uses and activities. A description of present uses, affiliated uses, proposed uses, interim uses, and possible future uses. The description must include information as to the general amount and type of all uses such as office, warehousing, retail, residential, and parking; number of employees, and number of dwelling units.
4. Site plan. A site plan, showing the location, size, and dimensions of existing and proposed structures, the pedestrian, bicycle, and vehicle circulation system, rights-of-way proposed for dedication or vacation, vehicle and bicycle parking areas, open areas, infrastructure improvements, landscaping, and any proposed temporary uses during construction and phasing of development.

5. Development and design standards and criteria. The Northwest Master Plan must set out how specific development and use proposals will be reviewed, and the standards, guidelines, and approval criteria used to evaluate each proposal. The Northwest Master Plan may include standards that are in addition to or instead of standards in other sections of the Zoning Code. The Northwest Master Plan must address such things as height limits, setbacks, FAR limits, landscaping requirements, parking requirements, entrances, sign programs, view corridors and facade treatments.

Because the Northwest Master Plan is used in the EX zone, design review is required. The Northwest Master Plan must describe how design review will be implemented in the plan area. Generally, the Community Design Guidelines and Community Design Standards will apply, however the Northwest Master Plan may augment those Standards and Guidelines for the Northwest Master Plan Area area covered by the Northwest Master Plan.

6. Transportation. For each phase of Northwest Master Plan development the following must be addressed:
 - a. The location and amount of motor vehicle and bicycle parking;
 - b. Strategies to reduce the number of motor vehicle miles traveled by those regularly traveling to and from the Northwest Master Plan area, including:
 - (1) Measures to encourage those traveling to and from the Northwest Master Plan area to use alternatives to single-occupant auto trips (walking, bicycling and public transit);
 - (2) Car or van pool programs;
 - (3) Incentives to be offered to employees to use public transit for travel to and from the Northwest Master Plan area;
 - (4) Incentives to be offered to employees to travel on foot or by bicycle to and from the Northwest Master Plan area. This may include incentives for employees to live within walking distance of the area;
 - c. Planned improvements to the routes used by transit patrons between transit stops and buildings in the Northwest Master Plan area;
 - d. A street plan for the Northwest Master Plan area that provides multimodal street connections to match the surrounding street grid pattern where feasible.
 - e. A multi-modal transportation impact study. The study must follow the guidelines of the Portland Office Bureau of Transportation; and
 - f. Traffic impacts on the streets surrounding the Northwest Master Plan area, and mitigating measures to ensure that the surrounding streets will function consistent with their designations as found in the Comprehensive Plan Transportation Element.
7. Phasing of development. The Northwest Master Plan must include the proposed development phases, probable sequence for proposed developments, estimated dates, and interim uses of property awaiting development. In addition the plan

should address any proposed temporary uses or locations of uses during construction periods.

8. Process. The Northwest Master Plan must include:

- a. A proposed process and procedure for design review of development, including any development specifically called for in the Northwest Master Plan, if different than procedures for conventional design review; and
- b. A proposed process and procedure for amendments to an adopted Northwest Master Plan, if different than in 33.562.300.F.

9. Written statement. A written statement, describing how all approval criteria for the Northwest Master Plan are met.

E. Review Procedure. A Northwest Master Plan is processed through a Type III procedure, reviewed by the Land Use Hearings Officer. The Design Commission also reviews Northwest Master Plans, and makes a recommendation to the Hearings Officer on the approval criteria in Paragraph G.2, below. The Hearings Officer may approve, deny, or apply conditions of approval to the Northwest Master Plan.

Applicants are encouraged to work with surrounding property owners, residents, recognized organizations, and City bureaus during the formulation of a Northwest Master Plan.

F. Amendments to a Northwest Master Plan

1. Amendment required. An amendment to an approved Northwest Master Plan is required for the following changes, unless they are specifically addressed by the Northwest Master Plan:
 - a. A change in the use category involving of more than ~~1000~~ 1,500 square feet of floor area ~~or any exterior improvements~~;
 - b. Increases in floor area or exterior improvement area of more than 1,500 square feet. Fences, handicap access ramps, and on-site pedestrian circulation systems are exempt from this limitation; ~~of a use or structure, or the overall floor area on the site and;~~
 - c. Increases or decreases in the amount of parking;
 - d. Changes to the Northwest Master Plan boundary, or the text of the Northwest Master Plan; and
 - e. Any other development, operations, or activities which are not in conformance with the Northwest Master Plan.
2. Review procedures. Amendments to an approved Northwest Master Plan are reviewed through a Type III procedure.
3. Approval criteria. The approval criteria for an amendment to the Northwest Master Plan are the same as the approval criteria for the approval of a new Northwest Master Plan.

G. Approval criteria for a Northwest Master Plan. A request for approval or amendment of a Northwest Master Plan will be approved if the review body finds that the applicant has shown that the following approval criteria are met:

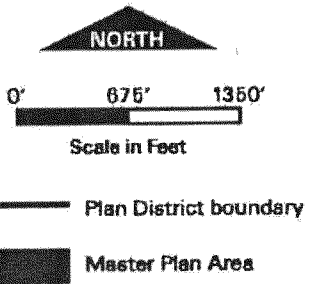
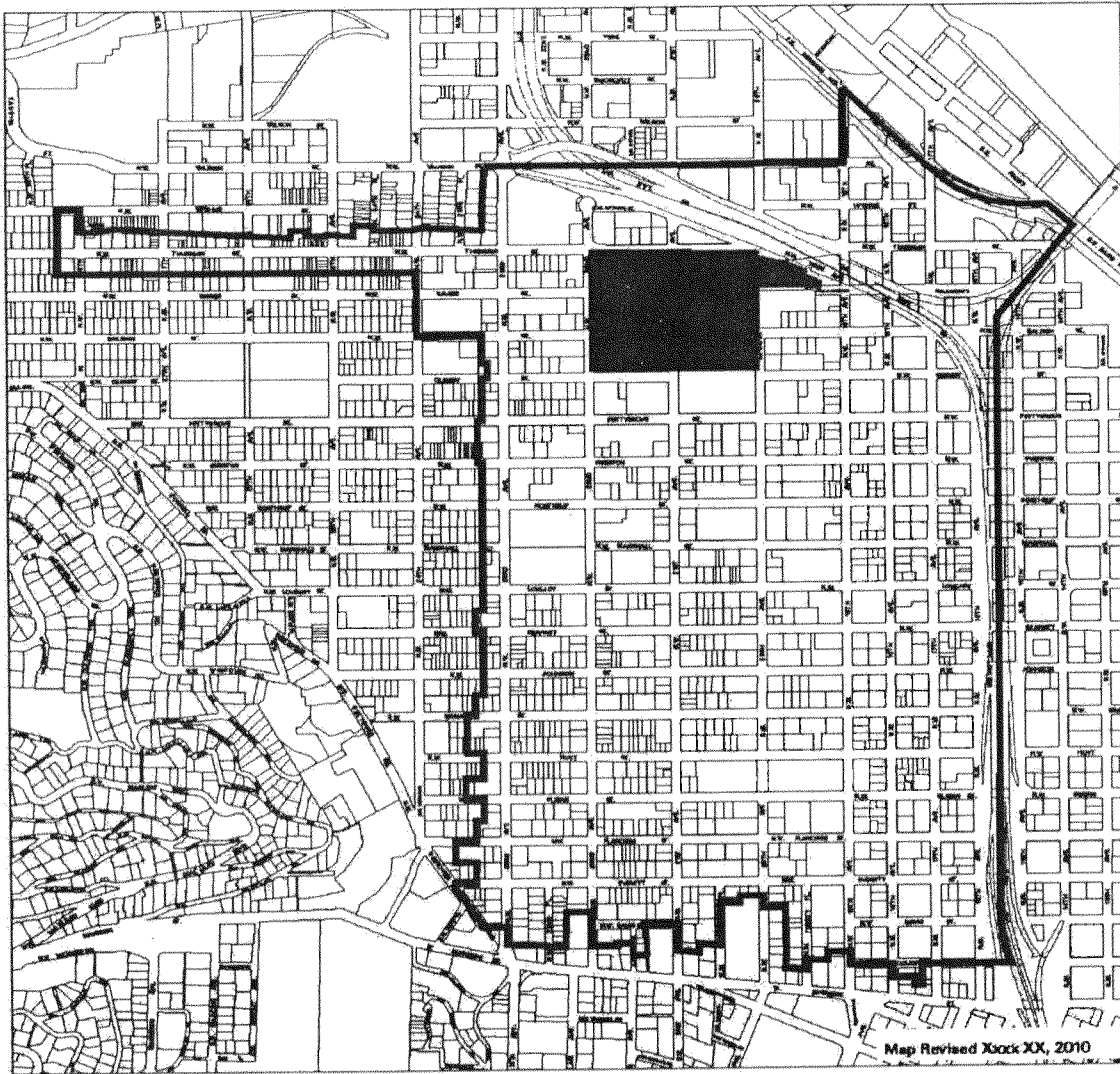
1. Overall. The proposed Northwest Master Plan, and development allowed by it, will be consistent with the purpose of the plan district, and the purpose of this section, as well as other applicable zoning code provisions;
2. Design.
 - a. The urban design elements of the proposed overall scheme and site plan provide a framework for development that will result in an area with an urban development pattern that will be attractive, safe, and pleasant for pedestrians, and is integrated with historic resources, and the character of the nearby area anticipated through the Northwest Area Plan process. The urban design elements of the proposed overall scheme and site plan must meet the design guidelines that are in effect for the site at the time of application.
 - b. The proposed design guidelines, standards, and review procedures specified in the Northwest Master Plan must ensure that:
 - (1) An environment will be created which is attractive, safe, and pleasant for pedestrians, including consideration of such elements as the location and orientation of buildings and main entrances, the design and use of the ground floor of structures, and the location, design and landscaping of parking lots and structures;
 - (2) Scale and massing of the development addresses the broader context of the area, including historic resources, and the uses and development anticipated through the Northwest Area Plan process, specifically at the edges of the Northwest Master Plan area; and
 - (3) The approach to implementing design review, including the guidelines and standards, will ensure that the quality of design and public process is as good or better than that achieved through conventional design review. The guidelines and standards proposed, including existing guidelines and standards, must be appropriate for the Northwest Master Plan area and the type of development anticipated by the purpose statement of this section.
3. Transportation.
 - a. The Northwest Master Plan must comply with the policies, street classifications, and street designations of the Transportation Element of the Portland Comprehensive Plan;
 - b. The transportation system is capable of safely supporting the proposed uses in the plan district in addition to the existing and planned uses in the area. Evaluation factors include street capacity and level-of-service in the vicinity of the plan district, on-street parking impacts, access requirements and needs, impacts on transit operations and access to transit, impacts on adjacent streets and on neighborhood livability, and safety for all modes of travel, particularly pedestrians and bicyclists; and

- c. The proposed street plan must provide multi-modal street connections to match the surrounding street grid pattern where feasible.
- 4. Retail Sales And Service uses. Where the Northwest Master Plan proposes Retail Sales And Service uses that are larger than 10,000 square feet per use, the following approval criteria must be met:
 - a. The proposed uses and development will primarily serve those who live and work in the immediate vicinity;
 - b. The transportation system is capable of safely supporting the proposed uses and development;
 - c. The proposed uses and development will not have significant adverse effects on the area;
 - d. The scale and intensity of the proposed use and development is consistent with historic resources, and the character of the area anticipated as a result of the Northwest Area Plan process; and
 - e. A proposed Retail Sales And Service use or development of larger scale or intensity equally or better meets the purpose of this section.

- H. Duration of the Northwest Master Plan.** The Northwest Master Plan must include proposed uses and possible future uses that might be proposed for at least 3 years and up to 10 years. An approved Northwest Master Plan remains in effect for 10 years, unless the plan is amended or updated.

When the Northwest Master Plan is amended or updated, the application for amendment or revision must include a discussion of when the next update will be required.

- I. After approval of a Northwest Master Plan.** After a Northwest Master Plan has been approved, all development except maintenance and repair must comply with the provisions of the Northwest Master Plan as well as all other applicable provisions of this code, unless exempted by the plan. If the Northwest Master Plan does not specify that a standard, approval criterion, or procedure in the Northwest Master Plan supercedes a similar regulation in the Portland City Code, the regulation in the Portland City Code applies.



Map 562-9

Northwest Plan District NW Master Plan Required

Bureau of Planning & Sustainability • City of Portland, Oregon

Exhibit B

Report on the Proposal for a Northwest Master Plan

**City of Portland
Bureau of Planning
Portland, Oregon**

August 9, 2001



Acknowledgments

PORTLAND CITY COUNCIL

Vera Katz, Mayor
Jim Francesconi, Commissioner
Charlie Hales, Commissioner
Dan Saltzman, Commissioner
Erik Sten, Commissioner

PORTLAND BUREAU OF PLANNING

Mayor Vera Katz, Commissioner-in-Charge
Gil Kelley, Planning Director
Deborah Stein, Principal Planner
Cary Pinard, Principal Planner

PROJECT STAFF

Barry Manning, City Planner

WITH ASSISTANCE FROM

Debbie Bischoff, Senior Planner
Jeanne Harrison, AICP, Senior Transportation Planner
Miriam Hecht, Chief Planner
Jeff Joslin, Design Review Supervisor
Gary Odenthal, GIS Coordinator
Linda Peterson, AICP, Chief Planner
Carmen Piekarski, GIS Analyst
Jessica Richman, AICP, Senior Planner

Summary

The Portland City Council directed Bureau of Planning staff to work with interested parties to resolve zoning issues in Northwest Portland as part of the Northwest Transition Zoning Project. This report details that brief (six month) process, and includes proposed amendments to the Portland Zoning Code to implement "Option 4," the Northwest Master Plan concept. Working closely with neighborhood representatives and representatives of CNF, Inc. (CNF), the Bureau of Planning has forged a proposal that substantially addresses the desires of the interested parties. The proposal:

- Changes the *Comprehensive Plan* and zoning designations in specified areas in NW Portland from Industrial Sanctuary (IG1 zone) to Central Employment (EX zone). It also placed the "d" overlay zone on areas rezoned to EX, and
- Further amends the Portland Planning Commission's recommended amendments to Title 33, Planning and Zoning (33.562), to include a provision for a required Northwest Master Plan on EXd zoned properties in Subdistrict B of the Northwest plan district.

Background

The Northwest Transition Zoning Project is a set of strategic land use proposals for portions of Northwest Portland. The project was initiated in December 2000 as a rapid response to community concerns over the impacts of an emerging type of land use and development, telco hotels, and the relationship of this type of land use to the newly developed Portland Streetcar.

In the initial phases of the project, much of the IG-1 zoned land within the project study area was considered for rezoning to an urban designation such as EXd to help prevent the proliferation of telco hotels, and to foster mixed use development in the area. Over the course of the project, City staff worked with members of the community on details of a plan district to supplement the base EXd zoning to foster land uses and development characteristics desired in the area. While agreement was reached on the appropriate land use implementation measures for some areas, issues remained unresolved and no agreement was reached on the area west of I-405. Because of the limited scope and time frame available in this project to develop community consensus on a vision for the area, staff was unable to finalize work in this area within the prescribed timeframe. In addition, due to dramatic changes in capital markets over the past year, the threat of additional telco hotel development in the area was thought to be minimal. Given the lack of community consensus on a future vision for the area, and the diminished threat of undesired telco development in the area, project staff's recommendation to the Planning Commission called for retaining the existing IG1 zoning in the area west of I-405.

Planning Commission held a hearing on April 24, 2001 at which the commission took testimony from the public. In addition to other public testimony at the hearing, representatives from CNF testified that they believed EXd was the correct zoning for

this area and their property holdings specifically. They requested the Planning Commission to consider recommending a rezone on these properties.

The Planning Commission considered this request, but concluded that it was best to retain the IG1 zoning in the area west of I-405 until comprehensive planning for the area as part of the Northwest Area Plan project could be completed (approximately 16-18 months).

Planning Commission's recommendations for the Northwest Transition Zoning Project were heard by the Portland City Council on May 30, 2001. At the city council hearing representatives from CNF again testified that they believed EXd was the correct zoning for this area, and their property holdings specifically, and requested the City Council to consider a rezone on these properties. In their testimony, CNF indicated that they are a dynamic corporation that could experience rapid growth, creating the need for additional space in a short time frame, which the current IG1 zoning would not allow. CNF stated that they also wished to initiate master planning on their recently acquired property in northwest Portland. They added that the uncertainty about future zoning in the area made the financial commitment to a master plan difficult. Representatives of the Northwest District Association (NWDA) and St. Patrick's Church expressed concerns over and opposition to CNF's request, indicating that they believed the ongoing Northwest Area plan process was the proper vehicle for consideration of rezoning in this area.

City Council debated the issue, including a suggestion to consider a broader rezoning to EXd throughout the Northwest Transition Zoning Project study area which encompasses the CNF property. After further discussion, the Council directed the Planning Director to convene the interested and affected parties to consider an alternative solution to the issue that would be more acceptable to the parties.

Process

The Bureau of Planning convened a series of three meetings to better understand the various parties' needs and positions, and potentially craft a solution to the apparent impasse. At the first meeting, participants were asked to outline their issues and concerns; these are outlined below.

CNF:

Representatives from CNF shared information about the company, including the dynamics of the business environment, the role of CNF operations in Portland, and their best expectations for company growth and expansion necessary to accommodate growth. Representatives noted that the recent acquisition of this property indicates the firm's commitment to Portland. While CNF intends to develop a master plan for the property, the uncertainty of future zoning makes master planning difficult to finance and begin. CNF's Portland operations are mostly administration facilities with heavy information technology (IT) presence, and while they may have surplus office space in short term, future operations will likely call for increasing amounts of office space. In the short term, an additional 250,000 square feet of office and associate

parking may be needed. Over the next ten years, another 250,000 square feet of office space could be needed.

St Patrick's Church:

Representatives of St. Patrick's discussed the church's history and role in the area as an institution with neighborhood and citywide secular and religious ties and historic and cultural value. They expressed concern over the affects of development, including construction (vibration, etc.) and contextual impacts (overshadowing, incompatible uses). Church representatives believed that the area near the church should transition back to its more historical use as a residential area. They also indicated concerns about conflict with abutting development, and suggested that a greenspace or buffer might be appropriate.

NWDA:

Representatives from NWDA expressed a strong interest in using the area plan as the proper process for examining issues and solutions in the area. They expressed a desire for a well thought-out planning process that develops a plan district for the area to address traffic/transportation issues, restoration of street grid, massing and heights of development, and provisions for a park and residential uses. They advocated development of a CNF master plan (perhaps jointly with area planning) which would provide more certainty for the neighborhood.

The second meeting was largely spent reviewing and clarifying the needs of the various parties. At the conclusion of the meeting, the Bureau of Planning agreed to return with options for the group to consider.

Three options were developed and shared with the participants during the week prior to the third group meeting. The options were:

Option 1: Adopt a Resolution stating future intent and make existing offices/small retail allowed. This option would adopt a resolution recognizing the need for more detailed planning in the Northwest Area Plan process and CNF's need for additional development potential. The resolution would provide assurance that the City values CNF's presence; it would also resolve to craft a Northwest Area Plan that recognizes community needs and desires, while providing CNF with opportunities for the development of roughly 500,000 square feet of office space. In addition, the option would retain the IG1 zoning but make existing office space an "allowed" use in the expanded plan district area. The provision would also allow ancillary retail uses up to roughly 5,000 square feet. This option would help to provide some certainty for future planning by indicating that the Northwest Area Plan needs to accommodate CNF's future expansion needs. It also would recognize CNF's need to utilize existing office space, and allow a restaurant at the ground level of a CNF building to be opened to the public. The resolution would support

the Planning Commission recommendation that calls for a more thorough analysis in the transition area before rezoning is approved by the City.

Option 2: Retain IG1 with provisions to allow for expansion of office uses.

This option would retain the IG1 zone, but allow a 50 percent expansion of existing office space throughout the IG1 zone south of I-405. Office expansions up to 50 percent of the existing floor area (as of a specified date) would be subject to development regulations similar to the base EXd zone, which requires design review for exterior alterations. The plan district regulations could also include other regulations that would create development regulations very similar to those outlined in Option 3, below. However, while this option would limit the increase of total office square footage on each site, it could potentially open the door to office expansion in a much broader area. It also would have a limited ability to address the transportation impacts of additional office development in the area, and may be limited in addressing street connectivity issues.

Option 3: Limited EX designations. This option would change the Comprehensive Plan designations and zoning on a limited number of blocks to EXd in recognition of the existing office uses on the properties. These blocks include the area bounded by NW 22nd and NW 19th from NW Thurman to NW Savier, and the block bounded by NW 22nd and NW 21st from NW Savier to NW Raleigh. It also would change the Comprehensive Plan designation to EXd on the block bounded by NW Savier to NW Raleigh and from NW 21st to the property line along the former NW 20th, but retain the IG1 zone on the parcel. This option recognizes the existing office uses by re-designating and rezoning them to Central Employment (EXd). It would also recognize CNF's possible short-term need to develop additional 250,000 square feet of office space on an adjacent parcel. It would make a planning provision for this by changing the *Comprehensive Plan* designation on a parcel. However, a quasi-judicial land use review would be necessary to also change the zoning to EXd prior to development. This process would allow the City to take public comment and work with internal agencies on adequacy of service issues, such as transportation. This option would include extending the plan district and applying the following regulations in the EXd-zoned areas:

- Prohibit drive-through facilities
- Apply ground floor active use requirements on NW 21st Avenue
- Limit retail to 10,000 square feet per use
- Require ground floor windows (EX zone transit street regulations)
- Require traffic analysis for non-industrial uses (for zone changes)
- Possibly require street connections (for zone changes)

This option would provide a smaller area in which short-term office expansion could occur by designating a limited number of parcels EX. The EX zone allows a broader array of uses, without limitations on office square footage (except for FAR limits). The quasi-judicial zone change process requires an "adequacy of facilities" review, where transportation issues could be explored.

At a third meeting, the participants discussed the options. Option 2 was not considered viable by CNF because it did not provide certainty with regard to the ultimate zoning on their property. This option was also not favored by other parties because it expanded opportunities for further office development in a much larger area. This could lead to unanticipated traffic and transportation impacts, and additional development that does not conform to the desired future use of the area. Option 3 was acceptable to NWDA and St. Patrick's, but was not acceptable to CNF because, from their perspective, it did not provide enough developable land area to meet short term office development and parking needs, nor did it provide certainty of the zoning on "core" CNF properties. While it had initially appeared that Option 1, the resolution, might satisfy the needs of all parties, it was eventually found to be objectionable by CNF, again because it did not offer the level of certainty about future zoning they desired. The meeting concluded with a last-minute proposal to consider a fourth option, which included a zone change to EXd tied to a requirement for master plan approval before additional development could occur.

BOP staff returned to Council on June 20th with a progress report on the options. Staff noted that three options had initially been offered, but that no single option was acceptable to all parties. A fourth option that called for a zone change and master plan was introduced in a meeting the previous evening, and appeared to be an option worthy of further investigation. The Council directed staff to further pursue this option.

Staff developed draft code language and held another meeting of participants on June 29, 2001. The participants agreed to further consider the option and review subsequent refinements of the proposal. Staff returned to City Council again on July 11, 2001 with an update on Option 4, and requested an additional three weeks to refine the code language associated with the option.

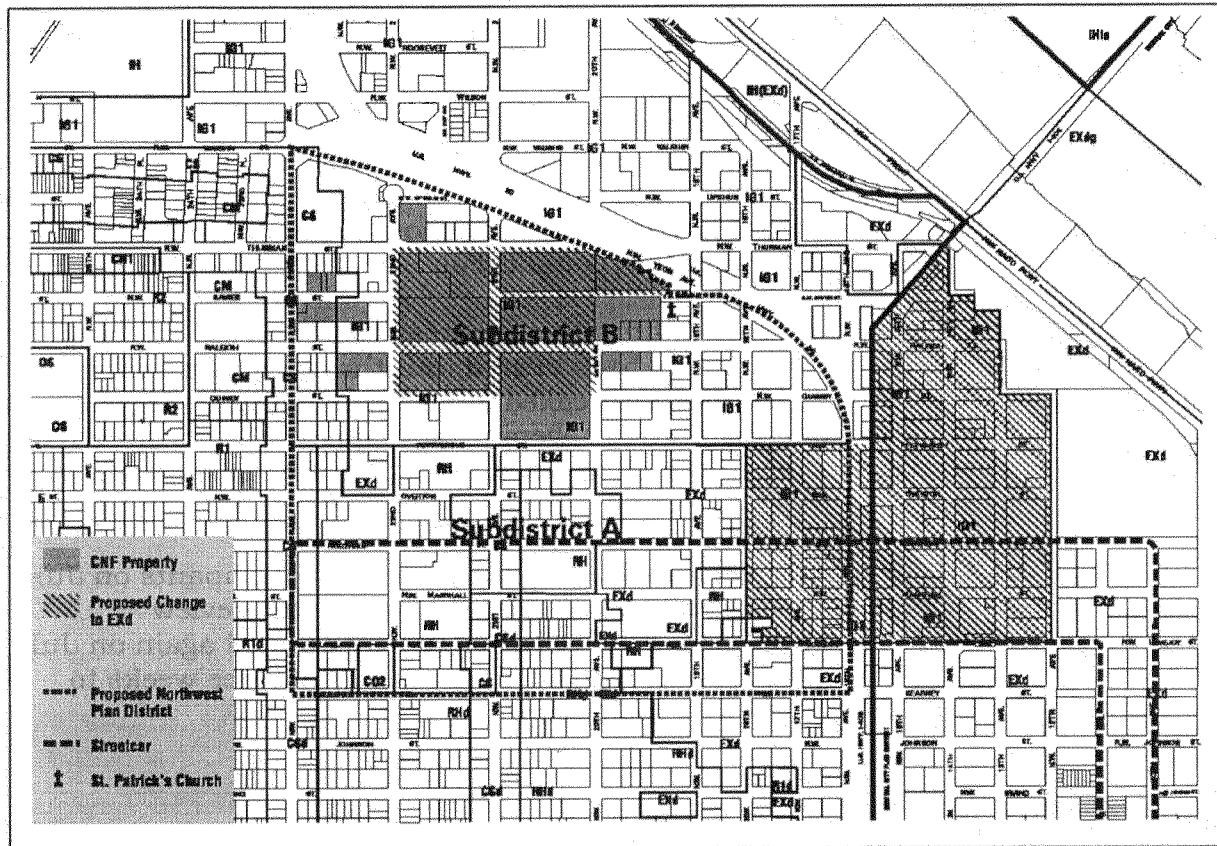
Option 4: The Master Plan Proposal

Option 4, now before you for consideration, calls for changing Comprehensive Plan and zoning designations from General Industrial (IG1) to Central Employment (EXd) for specific areas in a newly created Subdistrict B of the Northwest plan district (between NW Pettygrove Street and NW Vaughn Street). This area is in addition to the rezoning areas previously recommended by the Planning Commission. However, quasi-judicial approval of a master plan would be required before any new development in the areas subject to the change of zoning designation in Subdistrict B could occur. This option was developed because it accomplishes several goals:

- It provides assurance to CNF of future zoning so that master planning for the site can begin, and new office development that would not be allowed in the IG1 zone can occur. It also provides a great degree of flexibility for property owners in the design of development;
- The master planning process provides a forum for public input so that neighbors may comment on the proposal and share concerns about proposed plans for development; and

- It provides an opportunity for the City to review and assess the impacts of proposed development, and apply conditions of approval to development when appropriate.

Northwest Transition Zoning Project Areas of Recommended Rezoning



Purpose of the Northwest Master Plan

The proposed master plan is designed to allow flexibility in design and development of a site in a manner that evokes an urban development pattern, and does not overwhelm public services.

The provisions of the master plan option accommodate the needs of property owners to begin long-range planning for their property in advance of adoption of the Northwest Area Plan. That plan may modify or delete this section of the code. Because it is likely that there will be significant overlap in both timelines and issues addressed by the private and public planning efforts, the two efforts should inform and improve each other throughout their processes.

Specifically, the Northwest Master Plan should ensure:

- Pedestrian-oriented, transit-supportive development;

- Development that includes a variety of uses, but retains the EX zone focus on employment uses that need a central location;
- High quality design appropriate to an urban setting;
- Active uses on the ground floor of buildings on major transit streets;
- A street pattern that provides for frequent, convenient pedestrian and vehicle connections and emulates levels of connectivity similar to the adjacent block pattern;
- Transportation and parking demand management strategies that decrease reliance on the automobile;
- Development that is integrated into the broader urban fabric;
- Transitions to adjacent areas with different uses and intensities through use, height, and massing of new development; and
- Efficient use of land.

The process for the master plan would be a quasi-judicial Type III land use review. This type of review calls for a public hearing before a Hearings Officer, with design-related issues reviewed by the Design Commission. Testimony on the proposal would be taken at the public hearing. Although not required, a master plan applicant will be strongly encouraged to work closely with neighbors, the city and recognized organizations in the preparation of a master plan.

Coordination with legislative planning efforts

As noted, the Northwest Area Plan, a legislative planning effort, is ongoing at this time. This project will develop a policy and action plan for a large part of inner Northwest Portland, including the Northwest District Association (NWDA) neighborhood and a portion of the Pearl District. The plan will incorporate elements of NWDA's Board-adopted 1999 *Northwest District Neighborhood Plan* and will replace the adopted 1977 *Northwest District Policy Plan*. A special focus of the *Northwest Area Plan* will be on Metro 2040 mixed-use areas and the "Northwest Transition Area," which extends from the new Portland Streetcar tracks on NW Lovejoy Street north to Vaughn Street, and is bounded on the east and west by NW 12th and NW 23rd avenues. The Transition Area, which includes the area included in the proposed Northwest Master Plan, is now primarily zoned General Industrial, but includes a diversity of land uses. Bureau of Planning project staff have begun working with the community to develop an urban design concept and implementation strategies for a transition from industrial zoning to employment, mixed use and residential zoning, taking advantage of the opportunities introduced by the new Portland Streetcar line.

As noted, the proposed master plan was conceived as a temporary measure to allow CNF certainty regarding the zoning of their property so that they can proceed with their private master planning process. Ideally, the CNF master planning process will occur concurrent with the Northwest Area Plan project, so that the two processes can inform each other. At the conclusion of CNF's planning process, they could make application for a Northwest Master Plan, however close coordination between the efforts could make this unnecessary. The outcome of joint efforts could be replacement of the master plan requirement with land use and transportation policies, development standards, and design standards and guidelines that direct development

of these properties without the need of a master plan. These provisions would be developed within the framework of the Northwest Area Plan.

Issues:

A primary reason that a master plan requirement is proposed for these properties is that many development-related issues cannot be addressed within the context of the Northwest Transition Zoning Project. These issues are best addressed within the framework of a master plan or in the ongoing Northwest Area Plan, which is a comprehensive planning effort. The following issues, which will be addressed in the Northwest Area Plan, are of critical importance and should be addressed in the master plan process and context.

Land Use Context

The area that is proposed for master planning would be zoned Central Employment (EX) with a design ("d") overlay. This classification allows a very broad array of land uses, from employment and industrial uses to residential uses. While the area subject to a master plan is expected to have a primary focus on employment and office uses, future desired land uses in the broader "transition area" surrounding the area are being explored in the Northwest Area Plan process, and may change significantly. The surrounding areas include commercial areas on NW 23rd Avenue to the west, with residential uses farther to the west. The existing industrial service uses to the south and east may be planned for different desired land uses, including areas with a commercial or residential focus, as a result of the Northwest Area plan process. Because the area is well served by transit, relatively dense mixed-use development could be encouraged in the area. Close coordination between the processes will ensure that development of the CNF property is sensitive to the future desired land uses in adjacent areas.

The master plan area also encompasses NW 21st Avenue, a Metro 2040-designated main street. Main streets are expected to be relatively dense areas that can accommodate employment, commercial, and residential land uses. Development that includes retail commercial activities on the ground floor would be appropriate for a main street environment.

Design

Design of new development in the master plan area should strive to be compatible with surrounding future desired land uses and future design guidelines. Coordination with the Northwest Area Plan project will help ensure that design features considered or proposed in a master plan are in sync with design standards and guidelines that could be proposed for the broader area. It is important that the Northwest Master Plan site framework plan and subsequent development integrate into the urban fabric of the area, so that the master plan area does not become insular or feel impermeable from adjacent areas. A major component of urban design is the size of the block unit available for development. It is desirable for development in the master plan area to occur on a block size and pattern that is generally consistent with the historic block

pattern in the area. Development utilizing a small block pattern is typical of much of Portland, and contributes to the character of the City and area. Refer to the section on "connectivity" for further discussion on block pattern.

Transitions

The context for the master plan development area is currently being discussed in the Northwest Area Plan project. If a master plan is submitted during the ongoing planning process, it is important for a master plan proposal to be coordinated so that transitions to future adjacent land uses can be planned. For example, if adjacent areas currently zoned for industrial uses are planned for future residential or commercial uses, it may not be appropriate to locate certain features of a development (generators, equipment, parking structures) in areas that adjoin those future desired uses. Similarly, the ongoing planning process may recommend uses, heights, and setbacks that vary considerably from the existing industrial zoning. Close coordination between these projects is necessary to consider appropriate transitions and avoid future land use conflicts.

Connectivity

The area subject to a master plan requirement contains many "superblocks" that were created through street vacations. In some cases, these large blocks prevent connectivity to the adjacent street grid. Providing frequent street connections helps to reduce congestion by dispersing vehicular traffic and providing non-vehicular opportunities for making convenient trips. Therefore, providing street connections that match the surrounding street grid pattern and block size is a connectivity goal for this area.

Transportation

Transportation issues in the area include: capacity of the existing local street network and regional transportation system to accommodate future trips; design of street cross sections and pedestrian amenities; transportation demand management strategies; and options for transit system improvements and improving connections to the transit system. These issues will be addressed in the Northwest Area Plan process and should be coordinated with a master plan for the area.

Other Issues:

St. Patrick's Church

St. Patrick's Church is located on NW 19th Avenue, between NW Raleigh and NW Xavier streets. St. Patrick's Church, as noted earlier, is a long-standing neighborhood institution, with significant historic, religious and secular value to the community.

The area adjacent to the church on the north and west is currently owned by CNF. The property to the north across NW Xavier Street is proposed to be rezoned to EX, with new development subject to the master plan requirements; the property to the

west is zoned IG1 and is not currently proposed to be rezoned, but may be optionally included in a Northwest Master Plan proposal.

St Patrick's has stated concerns about the effects of construction on the historic structure (vibration damage), as well as that of the scale, massing and proximity of new development overshadowing the church. In developing a Northwest Master Plan, if the property adjoining St. Patrick's Church is considered for development or inclusion in the master plan area, any proposed development, or any design standards and guidelines to regulate development must consider the relationship of new development to the historic structure. The height and massing on new development adjacent to the church should be of such a scale that they respect the height and massing of the historic church. In addition, it may be appropriate to provide a vegetative buffer, pedestrian path or other transition area between the church and adjacent development to aid in the transition between the adjoining, potentially conflicting, uses.

If the property adjacent to St. Patrick's Church is not included in a Northwest Master Plan, the issues of buffering, use compatibility, and design, scale and massing of development on this parcel should be addressed through the Northwest Area Plan process.

Parks and Open Space

The Northwest District Association (NWDA) has identified the area near Subdistrict B as an area in which a park or other public open space is desired. In the Parks 2020 Vision Plan, Portland Parks and Recreation also identifies this area as deficient in park facilities. Planning for the area, including any proposed Northwest Area Plan or legislative planning project, as well as any proposed Northwest Master Plan should consider the need for a park in this area, and locations for where such a park may be accommodated.

33.562.300 Northwest Master Plan

EXHIBIT C

This section would be deleted, as it has been made redundant by more comprehensive provisions developed for the entire plan district as part of the *Northwest District Plan*. The Northwest Master Plan provisions were developed as part of the recent Northwest Transition Zoning Project (adopted in August 2001) as an interim strategy to accommodate CNF's desire to begin long-range planning for their properties and a zone change from IG1 to EXd. As alluded to in the purpose statement, the Northwest Master Plan section was intended to be modified or deleted after the *Northwest District Plan* project developed a more comprehensive policy and regulatory framework for the Transition Subarea. The new plan district provisions make the Northwest Master Plan requirements unnecessary.

The focus of the Northwest Master Plan was on provisions for transportation review, restoration of street connections, design review, and retail limitations. These elements are addressed by various components of the *Northwest District Plan*, including:

- The Northwest District Master Street Plan, which shows the preferred street system and additional street connections for the area. New Title 17 requirements, adopted as part of the TSP, require new development to adhere to adopted street plans.
- Plan district provisions that limit the scale of commercial development in much of the Transition Subarea to 45 feet (compared to the EX base zone limit of 65 feet) and that provide incentives for residential development would limit the potential for peak hour traffic impacts associated with large office uses.
- Retail limits would apply throughout the EX zone within the Transition Subarea.
- The Design Review Overlay would apply, and language to be used in design review has been developed that addresses the desired architectural character of the plan district (see Chapter IV of this plan, "Desired Characteristics and Traditions," and Chapter IX, "Community Design Guidelines Amendments").
- New development standards for main streets and limits on surface parking lots would ensure that future development of the area where the Northwest Master Plan now applies, which centers around NW 21st Avenue, will be integrated into the established main street development pattern of the neighborhood.
- Northern portions of the Transition Subarea, as well as a nearby area along the north side of NW Vaughn Street, would receive a *Comprehensive Plan* map designation of EX, but would remain zoned IG1. Zone changes for properties in these areas would require complete transportation analysis as part of quasi-judicial rezoning requests.
- The Transportation and Parking Policy section includes projects, programs, and activities that promote alternative modes of transportation and reduce reliance on (and impacts associated with) automobile use.



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(revised 12/31/09)

Board Clerk Use Only

Meeting Date: _____
Agenda Item #: _____
Est. Start Time: _____
Date Submitted: _____

Agenda Title: ANIMAL HOUSE ADOPTION EVENT AND TOGA PARTY

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title sufficient to describe the action requested.

Requested Meeting Date:	July 22, 2010	Amount of Time Needed:	10 minutes
Department:	Community Services	Division:	Animal Services
Contact(s):	Mike Oswald		
Phone:	503-988-7387	Ext.:	25234
Presenter(s):	Mike Oswald	I/O Address:	B324

General Information

1. What action are you requesting from the Board?

Announcement and special invitation to the 3rd Annual Animal House Adoption Event and Toga Party at Animal Services

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

On Saturday, July 31, Multnomah County Animal Shelter will hold its biggest party of the year. From 11:00 a.m. until midnight, the shelter will offer special low-cost cat and dog adoptions and fun for the whole family. At the annual Animal House Adoption Party, Multnomah County Animal Services will transform its dog adoption kennels to Delta Omega Gamma fraternity, and its cattery into the Kappa Alpha Tau sorority. Adoptable pets will be the stars of the show. Each summer the shelter is home to more cats and dogs than at any other time of year and by the end of July the shelter is fairly bursting with four-footed energy. The shelter annually copes with the needs of more than 5000 cats and 4000 dogs, many that are injured, hungry or dehydrated and in need of care. In addition to considering adoptable pets, the community is invited to meet the dedicated people who serve these animals and residents of Multnomah County and learn about volunteering, fostering, outreach and education events, how to find a lost pet, or take a tour of the facility.

Here is what's in store for this year's celebration:

- Adoptions throughout the day, right up until midnight
- A variety of food and pet-related vendors
- K103 personalities and music from 11 am - 1 pm
- Live music by popular local performers from 7 pm - 10 pm including Burnside Strangers!
- "Brad Pit" kissing booth (Brad the Pit Bull, not the Hollywood star)
- Photos by local photographer, Patrick Sinnott
- Tons of raffle prizes all day long!

We'd like to thank our sponsors who have graciously donated to the shelter:

- The Oregonian newspaper
- K103 radio
- Cascade Corporation

We're happy announce the following vendors will be participating:

- Behave Canine Solutions
- Hearts of Gold Pet Services
- Lexi Dog
- ODIG
- Rick's K-9 Products
- Solpops
- Spot Magazine
- Salty's Dog and Cat Shop

We'd like to thank the businesses who have generously donated gifts for the raffle:

- Voodoo Donuts

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

The event is funded through the generous contributions from sponsors and volunteers.

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

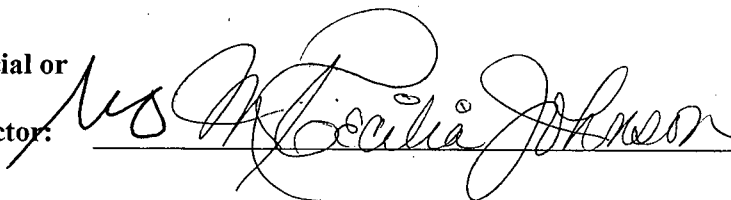
This event celebrates and promotes the adoption of shelter animals.

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

Na

Required Signature

Elected Official or
Department/
Agency Director:



Date:

7/13/10



MULTNOMAH COUNTY

AGENDA PLACEMENT REQUEST (short form)

Board Clerk Use Only

Meeting Date: 7/12/2010
Agenda Item #: _____
Est. Start Time: _____
Date Submitted: _____

Agenda Title: Board briefing Accounts Payable: continue Improvements

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

Requested Meeting Date: July 15, 2010 7/12/2010 **Amount of Time Needed:** 15 minutes
Department: Non Departmental **Division:** Auditors Office
Contact(s): Judy Rosenberger
Phone: 503/988-83320 **Ext.** 83320 **I/O Address:** 503/601
Presenter(s): Steve March, Multnomah County Auditor

General Information

1. What action are you requesting from the Board?
Board Briefing
2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer this action affects and how it impacts the results.
3. Explain the fiscal impact (current year and ongoing).
4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signature

Elected Official or
Department/
Agency Director:

Steve March

Date: July 6, 2010

GROW Lynda

From: YANTIS Wanda [wanda.yantis@mcso.us]
Sent: Tuesday, July 20, 2010 3:56 PM
To: GROW Lynda
Cc: REISER Monte G
Subject: RE: did DCJ walk the floors yesterday?

Lynda, Commissioner Diane McKeel will introduce the motion for indefinite postponement of the BJA/OFA Human Trafficking Grant. Captain Reiser will discuss this with the commissioner and her staff, please let me know if anything else is needed.

Cheers,

Wanda

From: GROW Lynda [mailto:lynda.grow@co.multnomah.or.us]
Sent: Tuesday, July 20, 2010 9:34 AM
To: YANTIS Wanda
Subject: did DCJ walk the floors yesterday?

How did that work out?

Are we moving forward with the withdrawal?

If so, who will bring that forward/request it?

I need to submit his final Script to him so he has a chance to review beforehand.

Lynda J. Grow, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Blvd., Ste. 600
Portland, OR 97214-3587
(503) 988-3277 or (503) 988-5274
lynda.grow@co.multnomah.or.us
<http://www2.co.multnomah.or.us/cfm/boardclerk/>

8 GOOD REASONS TO LICENSE YOUR PET:

- A license tells everyone that your pet is not a homeless stray.
- It means Multnomah County Animal Services will call you, or send you a letter, if your pet comes to the Shelter wearing a license.
- It provides emergency medical care for your pet, while in the care of the County.
- It enables the County to protect neighborhoods from dangerous dogs and investigate dog bites.
- Licensing helps pay for the care of homeless animals while attempts are made to find them new homes.
- It supports investigations of cruelty, neglect and abandonment of all animals.
- Licensing supports efforts to find good homes for homeless stray dogs and cats through our active adoption and foster programs.
- AROUND-THE-CLOCK contact with you via your home phone or emergency number, if someone finds your lost pet ... but it must wear its license.

We'd like to thank the businesses who have generously donated gifts for the raffle:

Anonymous
Dress Barn
Lexi Dog
Meat For Cats and Dogs
Patrick Sinnott Photography
Portland Children's Museum
Ann Potter
PetSmart
Spot Magazine
World Forestry Center Discovery Museum
Voodoo Donuts
Creative Edge Hair salon

Welcome to the 3rd Annual Animal House Adoption Party!



**SATURDAY, JULY 31, 2010
11 AM - 12 AM (MIDNIGHT)**

**Multnomah County Animal Services
1700 W. Columbia River Pkwy
Troutdale, OR 97060**

www.MultCoPets.org

Sponsored by:

The Oregonian

K103_{fm}



**This year's Animal House Adoption Party
will be the biggest and best yet! Some of the
activities planned are:**

Adoptions throughout the day, right up until midnight
A variety of food and pet-related vendors
K103 personalities and music from 11 am - 3 pm
Live music by several popular local performers from 3 pm
till 10 pm including Burnside Stranglers and Empire Rocket
Machine.
Kissing booth Brad Pitt (Bull)
Photos by local photographer, Patrick Sinnott
Tons of raffle prizes all day long!

**Please enjoy visiting with the following vendors
and be sure to thank them for being here today:**

Behave Canine Solutions
Fido City Guide
The Fried Onion
Hearts of Gold Pet Services
Lexi Dog
ODIG
Rick's K-9 Products
Salty's Dog and Cat Shop
SOLpops
Spot Magazine
Sprint Store of Tualatin

So You Want to Adopt a Pet Today!

We're so happy you want to provide a forever home
to one of our cats or dogs.

Here are some quick facts and what you need to do:

1. Today's adoption fees are:
FREE for adult cats (optional donation requested)
\$50 for kittens under one year old
\$60 for dogs
2. Talk to a volunteer and they can help you pick an animal that will fit your lifestyle.
3. Fill out an application.
4. Talk to an adoption counselor.
5. If you have a dog at home, and want to adopt another dog, you must do a meet-and-greet first.
6. Take home your new family member and enjoy!



**Multnomah County Animal Services:
Protecting Pets and People**

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE:

7/22/10

SUBJECT:

CONTINUED - HEALTH CARE

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME:

PAUL ADOLPH, PHILLIPS

ADDRESS:

1212 S.W. CLAY APT #217

CITY/STATE/ZIP:

PORTLAND, OREGON 97201

PHONE:

DAYS:

EVES:

EMAIL:

FAX:

SPECIFIC ISSUE:

HEALTH CARE ACCESS

WRITTEN TESTIMONY:

BL, S TOTAL US
MEDICAL, & R - EMPLOYMENT

IF YOU WISH TO ADDRESS THE BOARD:

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

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

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

Yes here
every
week

01/22/10
CONTINUED - HEALTH CARE

PAUL ADOLPH, PHILLIPS
1513 S.W. 2ND ST
PORTLAND, OREGON 97201

HEALTH CARE ACC

MEDICAL & R - EMPLOYMENT
BL 2 TOTAL 12

TOTAL US MEDICAL DOCTORS

Employment About this section

Physicians and surgeons held about 661,400 jobs in 2008; approximately 12 percent were self-employed. About 53 percent of wage-and-salary physicians and surgeons worked in offices of physicians, and 19 percent were employed by hospitals. Others practiced in Federal, State, and local governments, educational services, and outpatient care centers.

According to 2007 data from the American Medical Association (AMA), 32 percent of physicians in patient care were in primary care, but not in a subspecialty of primary care. (See table 1.)

Table 1. Percent distribution of active physicians in patient care by specialty, 2007

Specialty	Percent
Internal medicine	20.1
Family medicine/general practice	12.4
Pediatrics	9.6
Obstetrics and gynecology	5.6
Anesthesiology	5.5
Psychiatry	5.2
General Surgery	5.0
Emergency Medicine	4.1

SOURCE: American Medical Association, 2009 Physician Characteristic and Distribution in the US.

A growing number of physicians are partners or wage-and-salary employees of group practices. Organized as clinics or as associations of physicians, medical groups can more easily afford expensive medical equipment, share support staff, and benefit from other business advantages.

According to the AMA, the New England and Middle Atlantic States have the highest ratios of physicians to population; the South Central and Mountain States have the lowest. Physicians tend to locate in urban areas, close to hospitals and education centers. AMA data showed that in 2007, about 75 percent of physicians in patient care were located in metropolitan areas while the remaining 25 percent were located in rural areas.

FISCAL YEAR 2010 BUDGET IN BRIEF
MEDICARE PART A HOSPITAL
186 BILLION

53
19
72
12
84

MEDICARE PART B
2/1/1998

GROW Lynda

From: OSWALD Michael L
Sent: Wednesday, July 21, 2010 5:11 PM
To: GROW Lynda
Subject: Out of Office AutoReply: Agenda for tomorrow's board meeting

I will be out of the office July 19th through July 26th.

I will be back in the office Tuesday, July 27th.

In my absence, John Rowton will be acting Director July 19, 20, 21, and 26; and, Chuck Poetz will be acting Director July 22 and 23.

Please contact them if you have questions or need assistance.

You can contact John at 503-988-7387 ext 25247 or by cell at 503-704-2388.

You can contact Chuck at 503-988-7387 ext 25253 or by cell at 503-789-2789

Thanks, Mike

GROW Lynda

From: CANNON Ian B
Sent: Wednesday, July 21, 2010 5:11 PM
To: GROW Lynda
Subject: Out of Office AutoReply: Agenda for tomorrow's board meeting

This is an auto response to your email. I am out of the office. I will return on July 26, 2010. I will try to respond to your email after I return. Thanks for your patience.

Ian Cannon

GROW Lynda

From: GROW Lynda
Sent: Thursday, July 22, 2010 12:24 PM
To: BAKER Marina
Cc: GROW Lynda
Subject: here is who needs copies of the approved documents today

This is from my e-mail box and includes the people to whom you should send documents besides the presenters/contacts

(they may also be listed on the APRs as senders/contacts – this is strictly the list of folks who sent me the originating documentation

FUTURE BOARD AGENDA ITEMS

7-22-2010 BrdPkt

Jill Wolf IGA Westside

Mike Waddell – DART documents

Allyson Spencer – East county Action Plan and Matthew Lashua

Erin Russell – Bud Mods for DCJ

Jenny Morf Arigbon case

Cathey Kramer IGAs with ODOT – halsey Fairview etc.

Sheila Isley Halsey Fairview too

Michelle Hoppel MCSO NOI

Carla Bangert, Mike Waddell – Care Oregon Lease 11,004 s.t.

Lynda J. Grow, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Blvd., Ste. 600
Portland, OR 97214-3587
(503) 988-3277 or (503) 988-5274
lynda.grow@co.multnomah.or.us
<http://www2.co.multnomah.or.us/cfm/boardclerk/>

7/22/2010

GROW Lynda

From: YANTIS Wanda [wanda.yantis@mcsso.us]
Sent: Friday, July 16, 2010 11:16 AM
To: GROW Lynda
Subject: RE: Human Trafficking NOI Withdrawal

Hi Lynda, I think it would be better if the Sheriff's Office talked to the commissioners directly about this, we plan to walk the halls on Monday and will get back to you then with the script we will use. The grant had some very difficult requirements and was a low probability for us to receive it, just so you know. I will stay in touch!

Cheers,
Wanda

From: GROW Lynda [mailto:lynda.grow@co.multnomah.or.us]
Sent: Friday, July 16, 2010 10:40 AM
To: YANTIS Wanda
Subject: RE: Human Trafficking NOI Withdrawal

Ok, unfortunately, we did the unusual. We got the books out on time! We also faxed the notices to the media, so I can't delete, but we can prepare a Script and ask a Commissioner to request that it be postponed indefinitely. You worked with Commissioner Kafoury and Willer on this, right? So I know who to approach for this? (sorry to bother you!)

Lynda J. Grow, Board Clerk
Multnomah County Board of Commissioners
503-988-5274 or 988-3277
Lynda.Grow@co.multnomah.or.us
<http://www2.co.multnomah.or.us/cfm/boardclerk/>

From: YANTIS Wanda [mailto:wanda.yantis@mcsso.us]
Sent: Thursday, July 15, 2010 4:03 PM
To: GROW Lynda
Cc: LIN-KELLY Wendy; REISER Monte G; BICKFORD Keith P; AAB Larry A
Subject: Human Trafficking NOI Withdrawal

Lynda, I have been asked to pull the following NOI from next week's (July 22nd) Board meeting:

R- ? MCSO Intent to Apply as Part of the Office for Victims of Crime (OVC) Enhanced Collaborative Model to Combat Human Trafficking Program. Captain Monte Reiser and Wanda Yantis, Fiscal Manager (7 min)

Sorry for the last minute notice, we will resubmit in the future if it is decided to go forward with the grant.

Cheers,
Wanda

7/16/2010