ANNOTATED MINUTES

Monday, June 13, 1994 - 2:00 PM
Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

WS-1 *The Multnomah County Board Will Propose, Review and Discuss Amendments to the 1994-95 Multnomah County Budget*

GINNIE COOPER, JEANNE GOODRICH, JIM McCONNELL, MICHAEL SCHRUNK, TOM SIMPSON, TAMARA HOLDEN, SUSAN KAESER, MIKE OSWALD, DAVE WARREN, TOM FRONK, GARY OXMAN, DAVE BOYER, LINDA WOODS, KEN UPTON, LAURENCE KRESSEL AND BILL FARVER RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

Monday, June 13, 1994 - 6:00 PM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

MULTNOMAH COUNTY COMMISSION/PLANNING COMMISSION JOINT LAND USE HEARING

Chair Beverly Stein convened the hearing at 6:05 p.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman, and Planning Commission Chair Leonard Yoon, Vice-Chair Karin Hunt, and Commissioners Laurie Craghead, Sam Diack, Bill Fritz, Peter Fry, John Ingle and Dave Kunkel present.

PH-1 *The County Commission and Planning Commission Will Conduct a Joint Public Hearing to Take Testimony on the Completed Goal 5 Work Pertaining to the West Hills and Howard Canyon Area Reconciliation Reports. The Hearing Will be Conducted in a Quasi-Judicial Manner and Only Evidence Germane to Either Report Will be Accepted.*

BOARD, PLANNING COMMISSION AND COUNTY STAFF INTRODUCTIONS. SCOTT PEMBLE PRESENTED THE HOWARD CANYON AND WEST HILLS STAFF REPORTS. CHAIR YOON CONVENED THE PLANNING COMMISSION FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE FOR TODAY'S QUASI-JUDICIAL HEARING. COMMISSIONER FRITZ MOVED AND COMMISSIONER KUNKEL SECONDED, ADOPTION OF THE RULES OF PROCEDURE. COMMISSIONER FRY EXPLAINED HE DOES NOT

FEEL THIS HEARING IS A QUASI-JUDICIAL PROCEEDING AND WILL ABSTAIN FROM THE VOTE. RULES ADOPTED, WITH COMMISSIONERS CRAGHEAD, DIACK, FRITZ, HUNT, INGLE, KUNKEL AND YOON VOTING AYE, AND COMMISSIONER FRY ABSTAINING. AT THE REQUEST OF CHAIR STEIN, COMMISSIONERS KELLEY, HUNT, KUNKEL, YOON, FRY AND SALTZMAN DISCLOSED EX PARTE CONTACTS AND/OR POTENTIAL CONFLICTS OF INTEREST, BIAS OR PARTIALITY. SHARON TIMKO DISCLOSED HOWARD CANYON AND ANGELL BROTHERS QUARRY SITE VISITS. IN RESPONSE TO A QUESTION OF CHAIR STEIN, ARNOLD ROCHLIN OBJECTED TO SECTION 2(D) OF THE RULES OF PROCEDURE. COMMISSIONER FRY RESPONDED TO CONCERNS OF PAUL HRIBERNICK REGARDING A MEMO FROM COMMISSIONER FRY TO THE PLANNING STAFF. IN RESPONSE TO A QUESTION OF CHAIR STEIN, NO PROCEDURAL OBJECTIONS WERE RAISED.

COMMISSIONER KELLEY SUBMITTED A LETTER FROM BOB AND NEV SCOTT REGARDING HOWARD CANYON QUARRY. SHERWOOD DAVIS, CLINT DAVIS, ALLAN BAKER, GERARD WELCH, JOHN WINDUST, PAUL HRIBERNICK AND RAYMOND SMITH TESTIMONY IN SUPPORT OF HOWARD CANYON RECONCILIATION REPORT AND/OR QUARRY EXPANSION AND RESPONSE TO BOARD QUESTIONS.

CHARLES CIECKO, NEIL KAGAN, KLAUS HEYNE, MICHAEL GAMA, DAVE BLACK, CAROL GAMA, RON CARLEY, LYN MATTEI, KATHY HARWOOD LONG, CAROLYN COONS, JEFF ROGERSON, STEVE DIXON, KERRIE OKADA, NANCY WEBB, DIANE TRIBE, JAMES ANDERSON, JIM REAVIS, SUSAN FRY, VERA DAFOE, LLOYD HAMMEL, LEN SWENSON AND PRISCILLA GOODWIN TESTIMONY IN OPPOSITION TO HOWARD CANYON RECONCILIATION REPORT AND/OR QUARRY EXPANSION AND RESPONSE TO BOARD QUESTIONS. MR. PEMBLE AND JOHN DuBAY RESPONSE TO BOARD QUESTIONS. STEVE OULMAN TESTIMONY AND RESPONSE TO BOARD QUESTIONS. LORI HANSEN TESTIMONY IN OPPOSITION TO HOWARD CANYON QUARRY EXPANSION.

The hearing was recessed at 8:45 p.m. and reconvened at 8:55 p.m.

FRANK SCHNITZER AND PAUL KEIRAN TESTIMONY AND RESPONSE TO BOARD QUESTIONS CONCERNING ANGELL BROTHERS QUARRY.

JANE HART, NEIL KAGAN, DONNA MATRAZZO, CHRIS WRENCH, ESTHER LEV, LYN MATTEI, JOHN SHERMAN, ARNOLD ROCHLIN, JODEANNE BELLANT, RON CARLEY, GORDON HOAVE, SETH TANE, RICHARD SHEPARD, JEAN ADAMS, SKIP ANDERSON, DONIS McARDLE AND ART WAGNER TESTIMONY IN OPPOSITION TO WEST HILLS RECONCILIATION REPORT AND/OR EXPANSION OF ANGELL BROTHERS QUARRY AND RESPONSE TO BOARD QUESTIONS.

CHAIR STEIN ANNOUNCED THE RECORD WOULD BE LEFT OPEN FOR SEVEN DAYS, WITH ADDITIONAL TESTIMONY DELIVERED TO THE PLANNING OFFICE BY 4:00 PM, MONDAY, JUNE 20, 1994. MR. PEMBLE, MR. DuBAY AND MR. OULMAN RESPONSE TO BOARD QUESTIONS. MR. PEMBLE ANNOUNCED THE PLANNING COMMISSION MEETING TO DELIBERATE ON THE RECONCILIATION REPORTS IS SCHEDULED FOR TUESDAY, JUNE 21, 1994.

There being no further business, the hearing was adjourned at 11:15 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad

Tuesday, June 14, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

WS-2 *The Multnomah County Board Will Propose, Review and Discuss Amendments to the 1994-95 Multnomah County Budget*

LOLENZO POE RESPONSE TO BOARD QUESTIONS AND DISCUSSION. THE WORK SESSION WAS RECESSED AT 10:05 AM AND RECONVENED AT 10:45 AM. HOWARD KLINK, VICKI SMEAD, LOLENZO POE, NORMA JAEGER, ANTOINETTE EDWARDS AND MARILYN RICH PRESENTATIONS AND RESPONSE TO

BOARD QUESTIONS AND DISCUSSION.

Tuesday, June 14, 1994 - 10:00 AM
Multnomah County Courthouse, Room 602

BUDGET HEARING

PH-2 *The Tax Supervising and Conservation Commission Will Meet to Discuss and Conduct a Public Hearing on the 1994-95 Annual Budgets for MULTNOMAH COUNTY, DUNTHORPE-RIVERDALE COUNTY SERVICE DISTRICT NO. 1, and MID-COUNTY SERVICE DISTRICT NO. 14*

TSCC CHAIR LIANNE THOMAS CONVENED THE HEARING AT 10:11 AM. COMMISSIONERS STEIN, KELLEY, HANSEN, COLLIER AND SALTZMAN, AND DAVE WARREN AND MEGANNE STEELE RESPONDED TO QUESTIONS AND DISCUSSION OF COMMISSIONERS LIANNE THOMAS AND ROBERT BRUNMEIER AND TSCC STAFF COURTNEY WILTON. NO ONE WISHED TO TESTIFY. HEARING ADJOURNED AT 10:45 AM.

Tuesday, June 14, 1994 - 1:30 PM
Multnomah County Courthouse, Room 602

PLANNING ITEMS

Vice-Chair Tanya Collier convened the meeting at 1:30 p.m., with Commissioners Sharron Kelley and Dan Saltzman present, Chair Beverly Stein excused, and Commissioner Gary Hansen arriving at 1:32 p.m.

P-1 *PRE 1-94* *Review the May 11, 1994 Hearings Officer Decision DENYING Appeal and Affirming Planning Director's Decision, for Property Located at 41313 SE TROUTCREEK ROAD, CORBETT*

DECISION READ, NO APPEAL FILED, DECISION STANDS.

P-2 *ORDER in the Matter of the Appointments of Multnomah County Planning and Zoning Hearings Officers*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF P-2. SCOTT PEMBLE EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 94-115 IN THE

MATTER OF THE APPOINTMENTS OF BARRY ADAMSON, JOAN CHAMBERS AND PHILLIP GRILLO AS MULTNOMAH COUNTY PLANNING AND ZONING HEARINGS OFFICERS UNANIMOUSLY APPROVED.

MR. PEMBLE AND BOARD DISCUSSION REGARDING JUNE 13 JOINT HEARING.

There being no further business, the meeting was adjourned at 1:45 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

Deborah C Bogstad

Deborah L. Bogstad

Wednesday, June 15, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

WS-3 *The Multnomah County Board Will Propose, Review and Discuss Amendments to the 1994-95 Multnomah County Budget*

ROBERT SKIPPER, LARRY AAB, DAVE WARREN, BILL COLLINS AND GLEN POST PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BILL FARVER, HELEN RICHARDSON, MR. WARREN, MEGANNE STEELE AND BARRY CROOK RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

Wednesday, June 15, 1994 - 1:30 PM
Multnomah County Courthouse, Room 602

BUDGET WORK SESSION - IF NEEDED

WS-4 *The Multnomah County Board Will Propose, Review and Discuss Amendments to the 1994-95 Multnomah County Budget*

MEGANNE STEELE, DAVE WARREN AND BILL FARVER RESPONSE TO BOARD QUESTIONS. BOARD DISCUSSION AND CONSENSUS ON VARIOUS PROPOSED AMENDMENTS. MIKE OSWALD, TOM FRONK, BILLI ODEGAARD, MR. WARREN, SHAUN COLDWELL AND DAVE BOYER EXPLANATION AND

RESPONSE TO BOARD QUESTIONS CONCERNING VARIOUS PROPOSED TECHNICAL AND CARRYOVER AMENDMENTS. BOARD CONSENSUS. LOLENZO POE EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD CONSENSUS. MR. WARREN EXPLANATION AND RESPONSE TO BOARD QUESTIONS CONCERNING PROPOSED REVENUE AMENDMENTS. BOARD CONSENSUS. MR. WARREN, MR. FARVER, MR. OSWALD AND LANCE DUNCAN EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION CONCERNING PROPOSED BUDGET NOTES. BOARD CONSENSUS. BOARD DISCUSSION CONCERNING SALTZMAN RESOLUTION.

Thursday, June 16, 1994 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:35 a.m., with Vice-Chair Tanya Collier, Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

CONSENT CALENDAR

AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, CONSENT CALENDAR ITEMS C-1 THROUGH C-3, C-5 AND C-6, AND C-8 THROUGH C-13 WERE UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

C-1 *In the Matter of the Appointments of Jo Ann Allen, Chris Cameron, Warren Cook, Lance Duncan, Linda Easley, Shelley Immel, Chris Johnson, Karen Rhein, Jim Stegmiller, Theresa Sullivan and Nancy Wilson as Voting Members to the CAMPAIGN MANAGEMENT COUNCIL*

C-2 *In the Matter of the Appointments of Dave Hadley, Peter Roscoe, Anthony Borzotta, Sam Bush and Carolyn Brattain; and the Reappointments of Doug Bray, Charleah Couckuyt, Dan Croy, Carole Ford, Fred Lenzser and Byron Moore, to the DUII COMMUNITY ADVISORY BOARD*

C-3 *In the Matter of the Appointment of Arnold Dingley to the FOOD SERVICE ADVISORY COMMITTEE*

C-5 *Ratification of Amendment No. 2 to Intergovernmental Agreement Contract 500782 Between Multnomah County and the Regional Organized Crime Narcotics Agency (ROCN), Providing Civilian Employees of ROCN the Opportunity to Continue Participation in the County's Self-Insured Group Health Plan for the 1994-95 Plan Year, Subject to Premium Contribution*

SHERIFF'S OFFICE

C-6 *Package Store Liquor License Change of Ownership Application Submitted by Sheriff's Office with Recommendation for Approval, for BOB'S CORNER GROCERY & DELI, 13110 SE DIVISION, PORTLAND*

COMMUNITY AND FAMILY SERVICES DIVISION

C-8 *Ratification of Amendment No. 5 to Intergovernmental Agreement Contract 100274 Between Multnomah County and Oregon Health Sciences University, Increasing Non-Residential Adult Mental Health Services State Funds to Adjust for 91/92 Medicaid Match, Effective July 1, 1993 through June 30, 1994*

C-9 *Ratification of Intergovernmental Agreement Contract 100635 Between Multnomah County and Tri Met, Providing Transportation to Employment and Alternative Services for People with Developmental Disabilities, for the Period July 1, 1994 through June 30, 1995*

C-10 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 103224 Between Multnomah County and Portland Public Schools, Purchasing an Additional 44 Infant/Toddler Child Care Slots for Children of Teen Parents, for the Period Upon Execution through June 30, 1994*

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-11 *Ratification of Amendment No. 7 to Intergovernmental Agreement Contract 3013087 Between Multnomah County and the City of Fairview, to Perform Certain Maintenance Functions on City Streets, for the Period July 1, 1994 through June 30, 1995*

C-12 *Ratification of Amendment No. 7 to Intergovernmental Agreement Contract 3012987 Between Multnomah County and the City of Troutdale, to Perform Certain Maintenance Functions on City Streets, for the Period July 1, 1994 through June 30, 1995*

C-13 *Ratification of Amendment No. 7 to Intergovernmental Agreement Contract 3012887 Between Multnomah County and the City of Wood Village, to Perform Certain Maintenance Functions on City Streets, for the Period July 1, 1994 through June 30, 1995*

NON-DEPARTMENTAL

C-4 *In the Matter of the Appointment of Paul Bragdon to the MULTNOMAH COUNTY LIBRARY ADVISORY BOARD*

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF C-4. PAUL BRAGDON COMMENTS IN RESPONSE TO CHAIR STEIN ACKNOWLEDGEMENT. VICE-CHAIR COLLIER EXPRESSED APPRECIATION FOR MR. BRAGDON'S EFFORTS. APPOINTMENT UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

C-7 *Restaurant Liquor License New Outlet Application Submitted by Sheriff's Office with Recommendation for Approval, for BIG BEAR'S CROWN POINT MARKET, 31815 E CROWN POINT HIGHWAY, TROUTDALE*

MIKE EELING EXPLANATION IN RESPONSE TO QUESTIONS OF COMMISSIONER KELLEY. BOARD DISCUSSION WITH BOB HALL, KATHY FERRELL AND JOHN DuBAY. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, C-7 WAS UNANIMOUSLY CONTINUED TO THURSDAY, JUNE 23, 1994.

REGULAR AGENDA

SHERIFF'S OFFICE

R-1 *Ratification of Intergovernmental Agreement Contract 800215 Between Multnomah County and Portland Community College, to Allow GED Testing for Inmates at Multnomah County Correctional Facilities and Provide Coordination with State Department of Education, for the Period July 1, 1994 through June 30, 1995*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-1. LARRY AAB EXPLANATION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER SALTZMAN ADVISED HE WOULD ABSTAIN FROM VOTING DUE TO HIS POSITION ON THE PCC BOARD. AGREEMENT APPROVED, WITH COMMISSIONERS KELLEY, COLLIER, HANSEN AND STEIN VOTING AYE, AND COMMISSIONER SALTZMAN ABSTAINING.

R-2 *Ratification of Intergovernmental Agreement Contract 800714 Between Multnomah County and the Port of Portland, for Lease of the Land and/or*

Improvements Located at Terminal 1 for the River Patrol's Houseboat Moorage, for the Period May 1, 1994 through June 30, 2004

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-2. MR. AAB EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-3 *Ratification of Intergovernmental Agreement 301904 Between METRO and Multnomah County, Providing County Participation in the South/North Transit Corridor Study Alternatives Analysis/Draft Environmental Impact Statement, for the Period January 1, 1994 through December 31, 1996*

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. ED PICKERING EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and convene as the Governing Body of Dunthorpe Riverdale Sanitary Service District No. 1)

R-4 *RESOLUTION in the Matter of the Adoption of the 1994-95 Budget for Dunthorpe Riverdale Sanitary Service District No. 1, for the Fiscal Year July 1, 1994 to June 30, 1995 and Making the Appropriations Thereunder, Pursuant to ORS 294.435*

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-4. KERI HARDWICK EXPLANATION. RESOLUTION 94-116 UNANIMOUSLY APPROVED.

(Recess as the Governing Body of Dunthorpe Riverdale Sanitary Service District No. 1 and convene as the Governing Body of Mid County Street Lighting Service District No. 14)

R-5 *RESOLUTION in the Matter of the Adoption of the 1994-95 Budget for Mid County Street Lighting Service District No. 14, for the Fiscal Year July 1, 1994 to June 30, 1995 and Making the Appropriations Thereunder, Pursuant to ORS 294.435*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF

R-5. MS. HARDWICK EXPLANATION. RESOLUTION 94-117 UNANIMOUSLY APPROVED.

(Recess as the Governing Body of Mid County Street Lighting Service District No. 14 and reconvene as the Board of County Commissioners)

NON-DEPARTMENTAL

R-6 *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the County Code Section 5.50.050(5) to Authorize Transfer of $600,000 Per Year, for Three Years to the Portland Center for the Performing Arts (PCPA) and $100,000 Per Year, for Three Years to the Metropolitan Arts Commission (MAC)*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. NO ONE WISHED TO TESTIFY. ORDINANCE 790 UNANIMOUSLY APPROVED.

R-7 *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the Multnomah County Code, Section 5.10.090 and 5.10.160(D), Relating to Fees Assessed to Recover the Costs of Dishonored Checks*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-7. NO ONE WISHED TO TESTIFY. ORDINANCE 791 UNANIMOUSLY APPROVED.

R-8 *Second Reading and Possible Adoption of a Proposed ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees and Repealing Ordinance Nos. 767, 774, 777 and 788*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-8. NO ONE WISHED TO TESTIFY. ORDINANCE 792 UNANIMOUSLY APPROVED.

R-9 *RESOLUTION in the Matter of Adopting and Defining the Various County Funds*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. JEAN UZELAC EXPLANATION. RESOLUTION 94-118 UNANIMOUSLY APPROVED.

R-10 *Ratification of an Amendment to Article 14, Section H of the Collective Bargaining Agreement Between Multnomah County, the Multnomah County Sheriff and the Multnomah County Deputy Sheriffs Association, for the Period 1992-95*

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-10. KEN UPTON EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AMENDMENT UNANIMOUSLY APPROVED.

R-11 *RESOLUTION in the Matter of Creating the School Support Reserve Fund and Establishing Guidelines for Receipts and Disbursements*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF SUBSTITUTE RESOLUTION. COMMISSIONER SALTZMAN EXPLANATION. DAVE WARREN RESPONSE TO BOARD QUESTIONS. BOARD DISCUSSION AND COMMENTS. STEPHEN KAFOURY, SUSAN STONER, CAROL TURNER, TOM CROPPER, CHARLOTTE COOK, ED SHEETS AND VICKY BARROWS TESTIMONY IN SUPPORT OF SCHOOLS. BOARD COMMENTS. RESOLUTION 94-119 IN THE MATTER OF CREATING THE SCHOOLS/COUNTY BENCHMARK ACCOUNT AND ESTABLISHING GUIDELINES FOR RECEIPTS AND DISBURSEMENTS UNANIMOUSLY APPROVED.

R-12 *RESOLUTION in the Matter of the Adoption of the 1994-95 Budget for Multnomah County, Oregon, for the Fiscal Year July 1, 1994 to June 30, 1995 and Making the Appropriations Thereunder, Pursuant to ORS 294.435*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-12. KATHY MINDEN AND SHARON GARY-SMITH TESTIMONY IN SUPPORT OF FUNDING CHILDREN AND FAMILY PROGRAMS. FOLLOWING DAVE WARREN AND LARRY AAB EXPLANATION, AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, THE INCLUSION OF TECHNICAL AMENDMENT SO 9 WAS UNANIMOUSLY APPROVED. FOLLOWING TOM SIMPSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS, AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, THE INCLUSION OF CARRYOVER AMENDMENT DA 11

WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, INCLUSION OF THE TECHNICAL, REVENUE, CARRYOVER AND PROGRAM AMENDMENTS CONTAINED IN ATTACHMENT B WERE UNANIMOUSLY APPROVED. FOLLOWING EXPLANATION AND RESPONSE TO BOARD QUESTIONS, AND UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER SALTZMAN, INCLUSION OF THE RESPONSE TO RECOMMENDATIONS FROM THE TAX SUPERVISING AND CONSERVATION COMMISSION CONTAINED IN ATTACHMENT C WAS UNANIMOUSLY APPROVED. FOLLOWING BOARD DISCUSSION REGARDING PROPOSED BUDGET NOTES, AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, AN AMENDMENT TO THE WORDING OF BUDGET NOTE 2 AND THE INCLUSION OF 14 BUDGET NOTES WERE UNANIMOUSLY APPROVED. RESOLUTION 94-120, AS AMENDED, UNANIMOUSLY APPROVED.

R-13 *RESOLUTION in the Matter of Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1994-95*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER SALTZMAN, RESOLUTION 94-121 WAS UNANIMOUSLY APPROVED.

PUBLIC COMMENT

R-14 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

There being no further business, the meeting was adjourned at 11:37 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad

MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR	• 248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	• 248-5219
TANYA COLLIER •	DISTRICT 3	• 248-5217
SHARRON KELLEY •	DISTRICT 4	• 248-5213
CLERK'S OFFICE •	248-3277	• 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JUNE 13, 1994 - JUNE 17, 1994

Monday, June 13, 1994 - 2:00 PM - Budget Work Session . . . . . Page 2

Monday, June 13, 1994 - 6:00 PM - Land Use Hearing . . . . . Page 2
Portland Building Second Floor Auditorium
1120 SW Fifth, Portland

Tuesday, June 14, 1994 - 9:30 AM - Budget Work Session . . . . . Page 2

Tuesday, June 14, 1994 - 1:30 PM - Planning Items . . . . . Page 2

Wednesday, June 15, 1994 - 9:30 AM - Budget Work Session . . . . . Page 3

Wednesday, June 15, 1994 - 1:30 PM - Budget Work Session . . . . . Page 3

Thursday, June 16, 1994 - 9:30 AM - Regular Meeting . . . . . Page 3

Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen by Paragon Cable subscribers at the following times:

Thursday, 6:00 PM, Channel 30 - East County only
Friday, 10:00 PM, Channel 30
Saturday, 12:30 PM, Channel 30
Sunday, 1:00 PM, Channel 30

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222, OR MULTNOMAH COUNTY TDD PHONE 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

Monday, June 13, 1994 - 2:00 PM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

WS-1 *The Multnomah County Board Will Propose, Review and Discuss Amendments to the 1994-95 Multnomah County Budget*

Monday, June 13, 1994 - 6:00 PM

Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

MULTNOMAH COUNTY COMMISSION/PLANNING COMMISSION JOINT LAND USE HEARING

PH-1 *The County Commission and Planning Commission Will Conduct a Joint Public Hearing to Take Testimony on the Completed Goal 5 Work Pertaining to the West Hills and Howard Canyon Area Reconciliation Reports. The Hearing Will be Conducted in a Quasi-Judicial Manner and Only Evidence Germane to Either Report Will be Accepted.*

Tuesday, June 14, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

WS-1 *The Multnomah County Board Will Propose, Review and Discuss Amendments to the 1994-95 Multnomah County Budget*

Tuesday, June 14, 1994 - 1:30 PM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

P-1 *PRE 1-94* *Review the May 11, 1994 Hearings Officer Decision DENYING Appeal and Affirming Planning Director's Decision, for Property Located at 41313 SE TROUTCREEK ROAD, CORBETT*

P-2 *ORDER in the Matter of the Appointments of Multnomah County Planning and Zoning Hearings Officers*

Wednesday, June 15, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

WS-3 *The Multnomah County Board Will Propose, Review and Discuss Amendments to the 1994-95 Multnomah County Budget*

Wednesday, June 15, 1994 - 1:30 PM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION - IF NEEDED

WS-4 *The Multnomah County Board Will Propose, Review and Discuss Amendments to the 1994-95 Multnomah County Budget*

Thursday, June 16, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

C-1 *In the Matter of the Appointments of Jo Ann Allen, Chris Cameron, Warren Cook, Lance Duncan, Linda Easley, Shelley Immel, Chris Johnson, Karen Rhein, Jim Stegmiller, Theresa Sullivan and Nancy Wilson as Voting Members to the CAMPAIGN MANAGEMENT COUNCIL*

C-2 *In the Matter of the Appointments of Dave Hadley, Peter Roscoe, Anthony Borzotta, Sam Bush and Carolyn Brattain; and the Reappointments of Doug Bray, Charleah Couckuyt, Dan Croy, Carole Ford, Fred Lenzser and Byron Moore, to the DUII COMMUNITY ADVISORY BOARD*

C-3 *In the Matter of the Appointment of Arnold Dingley to the FOOD SERVICE ADVISORY COMMITTEE*

C-4 *In the Matter of the Appointment of Paul Bragdon to the MULTNOMAH COUNTY LIBRARY ADVISORY BOARD*

C-5 *Ratification of Amendment No. 2 to Intergovernmental Agreement Contract 500782 Between Multnomah County and the Regional Organized Crime*

Narcotics Agency (ROCN), Providing Civilian Employees of ROCN the Opportunity to Continue Participation in the County's Self-Insured Group Health Plan for the 1994-95 Plan Year, Subject to Premium Contribution

SHERIFF'S OFFICE

C-6 *Package Store Liquor License Change of Ownership Application Submitted by Sheriff's Office with Recommendation for Approval, for BOB'S CORNER GROCERY & DELI, 13110 SE DIVISION, PORTLAND*

C-7 *Restaurant Liquor License New Outlet Application Submitted by Sheriff's Office with Recommendation for Approval, for BIG BEAR'S CROWN POINT MARKET, 31815 E CROWN POINT HIGHWAY, TROUTDALE*

COMMUNITY AND FAMILY SERVICES DIVISION

C-8 *Ratification of Amendment No. 5 to Intergovernmental Agreement Contract 100274 Between Multnomah County and Oregon Health Sciences University, Increasing Non-Residential Adult Mental Health Services State Funds to Adjust for 91/92 Medicaid Match, Effective July 1, 1993 through June 30, 1994*

C-9 *Ratification of Intergovernmental Agreement Contract 100635 Between Multnomah County and Tri Met, Providing Transportation to Employment and Alternative Services for People with Developmental Disabilities, for the Period July 1, 1994 through June 30, 1995*

C-10 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 103224 Between Multnomah County and Portland Public Schools, Purchasing an Additional 44 Infant/Toddler Child Care Slots for Children of Teen Parents, for the Period Upon Execution through June 30, 1994*

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-11 *Ratification of Amendment No. 7 to Intergovernmental Agreement Contract 3013087 Between Multnomah County and the City of Fairview, to Perform Certain Maintenance Functions on City Streets, for the Period July 1, 1994 through June 30, 1995*

C-12 *Ratification of Amendment No. 7 to Intergovernmental Agreement Contract 3012987 Between Multnomah County and the City of Troutdale, to Perform Certain Maintenance Functions on City Streets, for the Period July 1, 1994 through June 30, 1995*

C-13 *Ratification of Amendment No. 7 to Intergovernmental Agreement Contract 3012887 Between Multnomah County and the City of Wood Village, to Perform Certain Maintenance Functions on City Streets, for the Period July 1, 1994 through June 30, 1995*

REGULAR AGENDA

SHERIFF'S OFFICE

R-1 *Ratification of Intergovernmental Agreement Contract 800215 Between Multnomah County and Portland Community College, to Allow GED Testing for Inmates at Multnomah County Correctional Facilities and Provide Coordination with State Department of Education, for the Period July 1, 1994 through June 30, 1995*

R-2 *Ratification of Intergovernmental Agreement Contract 800714 Between Multnomah County and the Port of Portland, for Lease of the Land and/or Improvements Located at Terminal 1 for the River Patrol's Houseboat Moorage, for the Period May 1, 1994 through June 30, 2004*

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-3 *Ratification of Intergovernmental Agreement 301904 Between METRO and Multnomah County, Providing County Participation in the South/North Transit Corridor Study Alternatives Analysis/Draft Environmental Impact Statement, for the Period January 1, 1994 through December 31, 1996*

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and convene as the Governing Body of Dunthorpe Riverdale Sanitary Service District No. 1)

R-4 *RESOLUTION in the Matter of the Adoption of the 1994-95 Budget for Dunthorpe Riverdale Sanitary Service District No. 1, for the Fiscal Year July 1, 1994 to June 30, 1995 and Making the Appropriations Thereunder, Pursuant to ORS 294.435*

(Recess as the Governing Body of Dunthorpe Riverdale Sanitary Service District No. 1 and convene as the Governing Body of Mid County Street Lighting Service District No. 14)

R-5 *RESOLUTION in the Matter of the Adoption of the 1994-95 Budget for Mid County Street Lighting Service District No. 14, for the Fiscal Year July 1, 1994 to June 30, 1995 and Making the Appropriations Thereunder, Pursuant to ORS 294.435*

(Recess as the Governing Body of Mid County Street Lighting Service District No. 14 and reconvene as the Board of County Commissioners)

NON-DEPARTMENTAL

R-6 *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the County Code Section 5.50.050(5) to Authorize Transfer of $600,000 Per*

Year, for Three Years to the Portland Center for the Performing Arts (PCPA) and $100,000 Per Year, for Three Years to the Metropolitan Arts Commission (MAC)

R-7 *Second Reading and Possible Adoption of a Proposed ORDINANCE Amending the Multnomah County Code, Section 5.10.090 and 5.10.160(D), Relating to Fees Assessed to Recover the Costs of Dishonored Checks*

R-8 *Second Reading and Possible Adoption of a Proposed ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees and Repealing Ordinance Nos. 767, 774, 777 and 788*

R-9 *RESOLUTION in the Matter of Adopting and Defining the Various County Funds*

R-10 *Ratification of an Amendment to Article 14, Section H of the Collective Bargaining Agreement Between Multnomah County, the Multnomah County Sheriff and the Multnomah County Deputy Sheriffs Association, for the Period 1992-95*

R-11 *RESOLUTION in the Matter of Creating the School Support Reserve Fund and Establishing Guidelines for Receipts and Disbursements*

R-12 *RESOLUTION in the Matter of the Adoption of the 1994-95 Budget for Multnomah County, Oregon, for the Fiscal Year July 1, 1994 to June 30, 1995 and Making the Appropriations Thereunder, Pursuant to ORS 294.435*

R-13 *RESOLUTION in the Matter of Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1994-95*

PUBLIC COMMENT

R-14 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

1994-2.AGE/62-67/dlb

SHARRON KELLEY
Multnomah County Commissioner
District 4

Portland Building
1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5219

M E M O R A N D U M

TO: Board of County Commissioners
Office of the Clerk Board

FROM: Sharron Kelley SK

DATE: May 20, 1994

RE: Absence from Board Meeting

I will be on vacation from the afternoon of June 16th through June 22nd. I will not be able to attend the Board meeting on June 21st.

1731L-4

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 25 PM 2:09
MULTNOMAH COUNTY
OREGON

Meeting Date: JUN 16 1994

Agenda No.: C-1

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Campaign Management Council

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: June 16, 1994
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [XX] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

Appointments to Voting Member Positions on the 1994 Campaign Management Council:

Chris Johnson, Chair/Health Department
Jo Ann Allen/Chair's Office
Warren Cook/Sheriff's Office
Chris Cameron/Finance, Payroll
Nancy Wilson/Community & Family Services
Shelley Immel/Aging Services
Linda Easley/Library, Holgate Branch
Karen Rhein/Community Corrections
Lance Duncan/Environmental Services
Theresa Sullivan/Finance
Jim Stegmiller/Juvenile Justice

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein
OR
DEPARTMENT MANAGER: _____

1994 JUN -7 PM 12:11
MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

Campaign Management Council Roster
Voting Members
1994

Chris Johnson, 1994 Chair
Department of Health
426 SW Stark/2nd Floor
Portland, OR 97204
248-5240 Phone
X2452 Voice mail within MC
248-3408 Fax
B160/2

Joann Allen
Chair's Office
1120 SW 5th Ave/1410
Portland, OR 97204
248-3308 Phone
X3963 Voice mail within MC
3093 Fax
B106/1410

Warren Cook
Restitution Center
1115 SW 11th
Portland, OR 97205
248-5434 Phone
248-5488 Fax
B155

Chris Cameron
Payroll
1120 SW 5th Ave/room 1430
Portland, OR 97204
248-3309 Phone
X2776 Voice mail within MC
248-3292 Fax
B106/1430

Nancy Wilton
Community and Family Services
421 SW 5th Ave/2nd Floor
Portland, OR 97204
248-3691 Phone
X2797 Voice mail within MC
248-3379 Fax
B161/2

Shelley Immel
Aging Services
421 SW 5th Ave/3rd floor
Portland, OR 97204
248-6189 Phone
248-3656 Fax
B161/3

Linda Easley
Holgate Branch Library
7905 SE Holgate
Portland, OR 97206
248-5389 Phone
248-5194 Fax
B317/HGT

Karen Rhein
Department of Community Corrections
421 SW 5th Ave/6th
Portland OR 97204
248-3701 Phone
248-3990 Fax
B161/600

Lance Duncan
Department of Environmental Services
2155 SE Morrison
Portland, OR 97214
248-5000 Phone
248-3048 Fax
B412/206

Theresa Sullivan
Finance
1120 SW 5th Ave/room 1430
Portland, OR 97204
248-3312 Phone
X2006 Voice mail within MC
248-3292 Fax
B106/1430

Jim Stegmiller
Juvenile Justice
1401 NE 68th
Portland OR 97213
248-3156 Phone
B311

5/31/94

Meeting Date: JUN 16 1994

Agenda No.: C-2

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Appointments/Reappointments to the DUII Community Advisory Board

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: 6/16/94
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [XX] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):
1st Term Appointments/2-Year Terms Ending 5/30/96:

Dave Hadley	Law Enforcement Position
Peter Roscoe	Citizen Member Position
Anthony Borzotta	Health Care Representative Position
Sam Bush	Education Representative
Carolyn Brattain	Public Relations Representative Position

2nd Term Reappointments/2-Year Terms Ending 5/30/96:

Doug Bray	Judicial Position
Charleah Couckuyt	Corrections Position
Dan Croy	OLCC Representative Position
Carole Ford	DUII Evaluation Committee Representative Position
Fred Lenzser	District Attorney Representative Position
Byron Moore	Corrections Position

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein
OR
DEPARTMENT MANAGER: _____

1994 JUN -7 PM 12:10
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Public Information Committe

B. Name Carolyn Lee Brattain

Address 13122 N.E. Morris Ct.

City Portland State OR Zip 97230

Do you live in ____ unincorporated Multnomah County or + a city within Multnomah County.

Home Phone 257-8017

C. Current Employer FOX 49 KPDX

Address 910 N.E. MLK Jr. Blvd.

City Portland State OR Zip 97232

Your Job Title Community Relations manager

Work Phone 239-4949 (Ext) ____

Is your place of employment located in Multnomah County? Yes + No ____

D. Previous Employers

Previous Employers	Dates	Job Title
KGW-TV	2/84-2/93	Public Affairs Coordinator
OPB	9/82-10/83	Producer

BOARDS AND COMMISSIONS

CONTACT:

BEVERLY STEIN, MULTNOMAH COUNTY CHAIR
1021 SW 4TH, ROOM 134
PORTLAND, OREGON 97204

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Asian American Journalist Assoc.	Current	Board member
Oregon minority Journalist	83-87	Board member

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
University of Oregon	9/78-6/80 -9/81-6/82	Telecommunication / Sociology
University of Hawaii	8/80-5/81	Journalism

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Cindy Knowles 1202 S.E. 58th 97212 234-6912

Dana Via 8026 S.W. 6th 97219 244-2881

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

Ø

I. Affirmative Action Information

F Asian American

sex / racial ethnic background

birth date: Month 3 Day 1 Year 59

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

Signature Carolyn Lee Knowles Date 5/26/84

lom
6/83

BOARDS AND COMMISSIONS

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

DUII

B. Name Anthony P Borzotta MD

Home Address 4514 NE 135th Street Vancouver WA 98686

Business City Suite 224 2800 N Vancouver Ave State Portland Zip OR 97227

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone (206) 573-4266

C. Current Employer Emanuel Hospital

Address 2801 N Gantenbein Ave.

City Portland State OR Zip 97227

Your Job Title Director, Surgical ICU; Assoc Dir, Trauma Service

Work Phone (503) 280-3966 (Ext) or 280-3501

Is your place of employment located in Multnomah County? Yes X No _____

D. Previous Employers

Previous Employers		Dates	Job Title
VA Hospital	Cleveland OH	1985-1988	Ass't Chf Surg.
Case Western Reserve Univ	OH	1985-1988	Ass't Prof Surg

CONTACT:

GLADYS McCOY, MULTNOMAH COUNTY CHAIR
1021 SW 4TH, ROOM 134
PORTLAND, OREGON 97204
(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Pacific Northwest Transplant Bank	1990–	Advisory BD Member
Safechild Foundation	1991–	Advisory Board

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Georgetown University	1969–73	BS
G.U Medical School	1973–78	MD
Univ Newcastle on Tyne	1983–84	Research Fellow
Univ Louisville	1978–83	Surgical Residency

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

1) Wm B Long MD Emanuel Hospital Portland 280-3100

2) Carol Bonanno RN Dull Board Portland

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

none

I. Affirmative Action Information

M Indoeuropean 2nd generation Italian-American, 25% Austrian
sex / racial ethnic background

birth date: Month 9 Day 3 Year 51

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

Signature [signature] Date 12/29/93

lom
6/83

BOARDS AND COMMISSIONS

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

MULTNOMAH COUNTY DUII COMMUNITY PROGRAM ADVISORY BOARD

B. Name PETER H. ROSCOE

Address 3136 NE 41ST

City PORTLAND State OREGON Zip 97213

Do you live in _____ unincorporated Multnomah County or ✓ a city within Multnomah County.

Home Phone 284-8374

C. Current Employer RICCARDO'S

Address 16526 SW BOONES FERRY

City LAKE GROVE State _____ Zip _____

Your Job Title CHEF DE CUISINE

Work Phone 636 4101 (Ext) _____

Is your place of employment located in Multnomah County? Yes _____ No ✓

D. Previous Employers

Previous Employers	Dates	Job Title
PADA HAWAII	10/92 - 2/93	COOK
CHECKERS HOTEL (LOS ANGELES)	8/90 - 9/92	COOK

CONTACT: Laurie O'Rochil

GLADYS McCOY, MULTNOMAH COUNTY CHAIR
1021 SW 4TH, ROOM 134
PORTLAND, OREGON 97204
(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
AA - Portland	1/93 - 11/93	Coordinate all treatment center meetings - Tri-County
AA - Los Angeles	1982, 91, 90, 89-87	New year's Eve Fundraiser
		Variety of commitments - Includ.: Vice-Chairman - Chairman

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
U of O	69-70	English - Television writing
	71-73	

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Lauren Oskoui 4265 SW Stark, PDX 248-3696

Steve Roman 456 Denver Astoria (503) 325-3096

Jerry Rust c/o Lane County Commission - Eugene 687-0260 (Home)

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

M / Canc
sex / racial ethnic background

birth date: Month 11 Day 6 Year 41

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

Signature Ruth Holmes Date 4/21/94

lom
6/83

BOARDS AND COMMISSIONS

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. **Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)**

MULTNOMAH COUNTY DUII COMMUNITY PROGRAM ADVISORY BOARD

B. **Name** DAVID L. HADLEY

Address 18919 SE McQUAID ROAD

City SANDY **State** OREGON **Zip** 97055

Do you live in _____ **unincorporated Multnomah County or** _____ **a city within Multnomah County.**

Home Phone 668-8707

C. **Current Employer** MULTNOMAH COUNTY SHERIFF'S OFFICE

Address 12240 N.E. COLISEUM

City PORTLAND **State** OREGON **Zip** 97230

Your Job Title SERGEANT (DEPUTY SHERIFF)

Work Phone 255-3600 **(Ext)** _____

Is your place of employment located in Multnomah County? Yes ✓ **No** _____

D. **Previous Employers**

Previous Employers	Dates	Job Title
WASHINGTON COUNTY SHERIFF	12/88 - 6/86	DEPUTY SHERIFF
TILLAMOOK COUNTY SHERIFF	2/81 / 2/82	" "

CONTACT:

GLADYS McCOY, MULTNOMAH COUNTY CHAIR
1021 SW 4TH, ROOM 134
PORTLAND, OREGON 97204

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
MCCAC (MULTNOMAH COUNTY CHILD ABUSE COALITION)		TREASURER / BOARD MBR.

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
COLUMBIA	6/77	BIA POLICE SCIENCE

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

RANDY AMUNDSON, CHIEF DEPUTY, MULT COUNTY SO. 255-3600

KIRBY BROUILLARD, LT, " " " "

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE

I. Affirmative Action Information

M WHITE

sex / racial ethnic background

birth date: Month 6 Day 26 Year 44

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

Signature [signature] Date 5/5/92

lom
6/83

BOARDS AND COMMISSIONS

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Mult Co Community DUII Advisory Board

B. Name Sam Bush

Address 834 SE Lambert

City Portland State OR Zip 97202

Do you live in ____ unincorporated Multnomah County or X a city within Multnomah County.

Home Phone 503-233-7666

C. Current Employer Self

Address as above

City ____ State ____ Zip ____

Your Job Title Designer/Consultant

Work Phone as above (Ext) ____

Is your place of employment located in Multnomah County? Yes X No ____

D. Previous Employers | Dates | Job Title

Advanced Television Publishing | 5/85 - 12/90 | Vice Pres Dir. Operations

Oreg. School of Arts & Crafts | 1980 - 81 | Dept Head

CONTACT:

BEVERLY STEIN, MULTNOMAH COUNTY CHAIR
1021 SW 4TH, ROOM 134
PORTLAND, OREGON 97204
(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
Pittock Mansion Society	1989 –	Committee Board Member
MADD Mult. County	1993 –	Volunteer
Guild of Meq. Woodworkers	1981 – 85	Founder / President

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Winterthur Museum	1974-75	Conservation Studies
Reed College	1967 - 69	Art History / Architecture

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Joan Hoffman / 412 NW 8th / Portland 97209-3505 503-222-0223

Dale Cripps / 753 East Fall Creek Rd. / Alsea OR 97324 503-487-4186

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

I. Affirmative Action Information

N America

sex / racial ethnic background

birth date: Month 3 Day 7 Year 1979

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

Signature Jan Bush Date

lom
6/83

JUN 16 1994

Meeting Date: JUN 09 1994

Agenda No.: C-4 C-3

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Appointment

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: 6/9/94
Amount of Time Needed: Consent Agenda

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [XX] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

Appointment of Arnold Dingley to a two-year term on the Food Service Advisory Committee in an At-Large Position. Term ending 5/30/96.

BOARD OF COUNTY COMMISSIONERS
1994 JUN -2 AM 9:59
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

RECEIVED

MAY 0 9 1994

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

FOOD SERVICE ADVISORY COMMITTEE

B. Name ARNOLD E. DINGLEY, JR.

Address 23712 NE 34 ST

City CAMAS State WA Zip 98607

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone (206) 834-9101

C. Current Employer SELF

Address SAME AS ABOVE

City _____ State _____ Zip _____

Your Job Title TECHNICAL WRITER

Work Phone (206) 834-9101 (Ext) _____

Is your place of employment located in Multnomah County? Yes _____ No X

D. Previous Employers TEKTRONIX, INC. Dates 4/84 - 7/89 Job Title SR TECHNICAL WRITER

4/74 - 7/80

USAF 2/53 - 7/73

CONTACT: Delma Farrell
~~KATHY MILLARD~~

GLADYS McCOY, MULTNOMAH COUNTY CHAIR
1120 S.W. FIFTH, ROOM 1410
PORTLAND, OREGON 97204

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
CUB SCOUTS LEADER	1971-1972	ALL
BOY SCOUTS LEADER	1972-1973	ALL

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
CENTRAL WASHINGTON UNIVERSITY	9/80-6/83	BS ACCOUNTING MINOR-DATA PROCESSING
WASHINGTON STATE EXTENSION	9 HRS OF MASTER COURSES IN COMPUTER SCIENCE	

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

ERV KAUFFMAN MULTCO ENVIROMENTAL HLTH 248-3400

ART BLOOM OREGON STATE ENVIROMENTAL HLTH COORDINATOR 731-4012

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE KNOWN

I. Affirmative Action Information

MALE CAUCASIAN
sex / racial ethnic background

birth date: Month 10 Day 31 Year 1934

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

Signature Arnold E. Langley Jr Date 5/8/94

lom
6/83

Meeting Date: JUN 16 1994

Agenda No.: C-4

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Appointment

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: 6/16/94
Amount of Time Needed: Consent Calendar

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [XX] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

Appointment of Paul Bragdon to the Multnomah County Library Advisory Board for a term ending 9/30/95

BOARD OF COUNTY COMMISSIONERS
1994 JUN -7 PM 12:11
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein
OR
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

MULTNOMAH COUNTY
LIBRARY

205 N.E. Russell Street • Portland, OR 97212-3796 • PHONE: (503)248-5402 • FAX: (503)248-5441 Ginnie Cooper, Director of Libraries

RECEIVED
MAY 2 4 1994
BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

May 19, 1994

Beverly Stein, Multnomah County Chair
Multnomah County Board of County Commissioners
1120 SW 5th Avenue, Room 1410
Portland, OR 97204

Dear Chair Stein,

SUBJECT: Recommendation for Library Board Appointment

The Library Board recommends **Paul Bragdon** to you for appointment to the Library Board. A copy of his application is enclosed. Additional applications for this vacancy were not solicited. The applications received six weeks ago for the Board's earlier vacancy were considered.

Paul Bragdon would be a valuable addition to the Library Board. In addition to other community activities, he chairs the Library Planning Committee. Paul is very interested in serving the Library and the County by being a member of the Library Board.

If you have questions about the Library Board's recommendation, please contact me or Ginnie Cooper. Thank you for allowing the Library Board to make this recommendation to you to fill the vacancy on the Library Board.

Sincerely,

Bill Naito

Bill Naito, Chair
Multnomah County Library Board

enc. - Application packet - Paul Bragdon

BOARDS AND COMMISSIONS

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)

Library Board

B. Name Paul E. Brayden

Address 7535 S.E. 36th Avenue

City Portland State OR Zip Code 97202

Do you live in _____ unincorporated Multnomah County or ✓ a city within Multnomah County.

Home Phone 774-7054

C. Current Employer Medical Research Foundation of Oregon

Address P.O. Box 458

City Portland State OR Zip Code 97207

Your Job Title President

Work Phone 222-1571 (Ext) _____

Is your place of employment located in Multnomah County? Yes ✓ No __

D. Previous Employers	Dates	Job Title
Governor's Office, Salem, Oregon	7/88 - 1/91	Asst. to Gov. for Higher Education
Reed College	8/71 - 7/86	Associate Dean

CONTACT: DELMA FARRELL

OFFICE OF THE MULTNOMAH COUNTY CHAIR
1120 SW FIFTH, ROOM 1410
PORTLAND, OREGON 97204
(503) 248-3308

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Multnomah County Library	1/93 –	Chair
City Club of Portland	6/77 –	Member, Comm. Free men
Portland Club of Portland	3/77 –	Member, Comm. Free men

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Amherst College	1946 - 1950	Student
Yale Law School	1950 - 1953	Student

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

William S. Naito, Nagaard Clubs, 55 W. Burnside, Portland 97209, 228-74
Julie Manning, Portland Arts & Lectures, 720 S.W. Washington (#745) Portland 97205, 227-2583

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

sex/racial ethnic background

Birth date: Month 4 Day 14 Year 27

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

Signature _____ Date 4/14/93

N:\DATA\WPCENTER\OPERATNS\LBKM001
5/93

Supplemental Prospective Library Board Member Interest Survey

Name: Paul Brogden
Phone where you can be reached:

722-1529

1. Why are you interested in serving on the library board?

Enhance a vital resource at a time of ~~revolutionary change~~ revolutionary change and serve financial constraints in the context of growing needs and opportunities.

2. Is there an area of library services which especially interests you?

Enhancement of usage and equity of access to a larger population of users.

3. What particular skills or abilities would you bring to the library board?

Years of experience with libraries and library resources, in the context of educational institutions. A long career in positions dealing with multiple constituencies and interests and scarce resources.

4. The library board meets monthly. Now, the meetings are held at 7:30 a.m. on the third Tuesday of each month. The meetings usually conclude by 9 a.m. Would you be able to attend meetings at this time?

Yes

c:\wp51\board\interest

Meeting Date: JUN 16 1994
Agenda No: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of Intergovernmental Agreement with Regional Organized Crime/Narcotics (ROCN)

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Management Support Services DIVISION: Employee Services Division

CONTACT: Merrie Ziady TELEPHONE #: 248-3477

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Becky Steward, Employee Benefits

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Renewal of the agreement to provide civilian employees of Regional Organized Crime/Narcotics (ROCN) the opportunity to continue participation in the County's self-insured group health plan for the 1994-95 plan year. ROCN will pay Multnomah County the group premium equivalent cost plus a 2 percent administrative charge for each enrolled employee.

The group rates for 1994-95 will be effective July 1, 1994.

6/7/94 originals to Merrie
2pm

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

BOARD OF COUNTY COMMISSIONERS
1994 JUN -7 PM 12:09
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the board Clerk 248-3277/248-5222

F:\DATA\WPCENTER\OPERATNS\AGENDA

MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES	(503) 248-5015	(503) 248-5170 TDD
FINANCE	(503) 248-3312	
LABOR RELATIONS	(503) 248-5135	
PLANNING & BUDGET	(503) 248-3883	
RISK MANAGEMENT	(503) 248-3797	
PURCHASING, CONTRACTS & CENTRAL STORES	(503) 248-5111	

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

Memorandum to: Board of County Commissioners

From: Becky Steward, Employee Benefits

Date: June 6, 1994

Subject: Supplemental questions for agenda item

Item one: Recommendation/action requested.
Approve the renewal of R.O.C.N. Intergovernmental Agreement

Item two: Financial impact.
R.O.C.N. will continue to pay monthly premium equivalency.

Item three: Background Analysis.
This is the third year of an Intergovernmental Agreement between Multnomah County and R.O.C.N.

Item four: Legal Issues.

Item five: Controversial issues.
None known.

Item six: Line to Current County Policies.
Consistent with current Intergovernmental Agreement.

Item seven: Citizen Participation.
None anticipated.

Item eight: Other Government Participation.
The Regional Organized Crime Narcotics Agency or R.O.C.N. is the other entity the County would be in contract with.

Rev. 5/92

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500782

Amendment # 2

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS Ratified June 16, 1992 AGENDA # C-5 DATE 6/16/93 DEB BOGSTAD BOARD CLERK

Department Management Support Srvs. Division Employee Srvs. Date June 6, 1994

Contract Originator Merrie A. Ziady Phone 248-3477 Bldg/Room 106|1430

Administrative Contact Merrie A. Ziady Phone 248-3477 Bldg/Room 106|1430

Description of Contract To provide civilian employees of Regional Organized Crime Narcotics (ROCN) the opportunity to continue participation in the County's self-insured group health plan for FY 1994-95, subject to premium contribution.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Regional Organized Crime Narcotics (ROCN)

Mailing Address PO Box 82209
Portland, OR 97282

Phone 234-8892, x5212

Employer ID# or SS# _____

Effective Date July 1, 1994

Termination Date June 30, 1995*

Original Contract Amount $ group rates + 2% adm. charge

Total Amount of Previous Amendments $ _____

Amount of Amendment $ _____

Total Amount of Agreement $ _____

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☐ Other $_____ ☐ Other_____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

*Renewable on an annual basis

REQUIRED SIGNATURES:

Department Manager [signature] Date 6/6/94

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel [signature] Date June 6, 1994

County Chair / Sheriff [signature] Date June 16, 1994

Contract Administration (Class I, Class II Contracts Only) _____ Date _____

Encumber: Yes ☐ No ☐

VENDOR CODE	VENDOR NAME	TOTAL AMOUNT	$ N/A	

LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	N/A										
02.											
03.											
*	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

Amendment to Intergovernmental Agreement
Contract #500782

This amendment, made and entered into as of the first day of July 1994, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "County," and the Regional Organized Crime Narcotics Agency, hereinafter referred to as "R.O.C.N."),

WITNESSETH:

WHEREAS, R.O.C.N., a not-for-profit ORS 190 organization, comprised of eight local law enforcement jurisdictions including Multnomah County, has up to four "civilian employees" who receive compensation and benefits directly from R.O.C.N.; and

WHEREAS, due to the small number of civilian employees, medical and dental benefits for these employees are costly and limited in plan design; and

WHEREAS, the County is able and prepared to allow these civilian employees to be eligible for the Multnomah County self-insured group medical and/or dental plan(s) available to Exempt Employees under Ordinance #740; and

WHEREAS, the cost and design advantages of the large group medical/dental plan(s) would be passed on to R.O.C.N.; and

WHEREAS, on July 1, 1992, the County and R.O.C.N. entered into an Intergovernmental Agreement, Contract #500782, and the parties wish to amend certain provisions of that agreement; it was renewed for 1993-94; and

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

I. Term

The term of Contract #500782 is extended to and including June 30, 1995.

II. Consideration

C. The fee for plan participation is 102 percent of Multnomah County group rates for the self-insured medical and/or dental plans. For Fiscal Year 1994-95, the rates are as follows:

	ODS Medical	ODS Dental
1-Party	$153	$28.05
2-Party	$306	$54.98
Family	$420.24	$74.05

Rates are subject to adjustment if and when they are adjusted for County participants.

All other terms and conditions of Contract #500782 remain in full force and effect.

REGIONAL ORGANIZED CRIMES NARCOTICS (R.O.C.N.)

Charles Fessler, Director
Date Signed: _____

MULTNOMAH COUNTY, OREGON

Beverly Stein, County Chair
Board of County Commissioners
Date Signed: June 16, 1994

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 6/16/94
DEB BOGSTAD
BOARD CLERK

F:\DATA\WPCENTER\BENEFITS\JSBS0027

MEETING DATE JUN 16 1994

AGENDA NO. C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Subject: OLCC Application

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Ferrell

ACTION REQUESTED:

( ) INFORMATIONAL ONLY ( ) POLICY DIRECTION (✓) APPROVAL ( ) OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Attached is a package store/change of ownership OLCC application for Bob's Corner Grocery & Deli located at 13110 SE Division, Portland, Oregon 97236. The owners, Chang Soo Min and Kun Ja Min, have no appreciable criminal history, and tax requirements have been met.

6/17/94 original to Sgt. Kathy Ferrell

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Sgt. K. Ferrell

1994 JUN -7 PM 12:06
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions call the Office of the Board Clerk, 248-3277/248-5222

KF/lbs/6887

To CCH or James
032694 GD

APPLICATION

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

- ☐ DISPENSER, CLASS A
- ☐ DISPENSER, CLASS B
- ☐ DISPENSER, CLASS C
- ☒ PACKAGE STORE
- ☐ RESTAURANT
- ☐ RETAIL MALT BEVERAGE
- ☐ SEASONAL DISPENSER
- ☐ WHOLESALE MALT BEVERAGE & WINE
- ☐ WINERY
- ☐ Add Partner
- ☐ Additional Privilege
- ☐ Change Location
- ☒ Change Ownership
- ☐ Change of Privilege
- ☐ Greater Privilege
- ☐ Lesser Privilege
- ☐ New Outlet
- ☐ Other

RECEIVED
MAY 26 1994
Oregon Liquor Control Commission

OTHER: #3317 License Fee $37.50
Larry Jarboe

(THIS SPACE IS FOR CITY OR COUNTY USE)

NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY COURT OF MULTNOMAH COUNTY COMMISSIONERS
(Name of City or County)

RECOMMENDS THAT THIS LICENSE BE: GRANTED X DENIED

DATE JUNE 16, 1994

BY Beverly Stein
(Signature)

TITLE BEVERLY STEIN, MULTNOMAH COUNTY CHAIR

CAUTION: If your operation clears business before receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:

1) Chang Soo MIN 2) KUN JA MIN

3) _____ 4) _____

5) _____ 6) _____

(EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)

2. Present Trade Name BOBs. Corner Grocery & Deli

3. New Trade Name BOBs. Corner Grocery & Deli Year filed with Corporation Commissioner

4. Premises address 13110 S.E. Division portland Mult OR 97236
(Number, Street, Rural Route) (City) (County) (State) (Zip)

5. Business mailing address Same
(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)

6. Was premises previously licensed by OLCC? Yes X No ____ Year 1994

7. If yes, to whom: James Choon Kim, Byung Wha Kim Type of license: PS

8. Will you have a manager: Yes ____ No X Name _____
(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes ____ No X

10. What is the local governing body where your premises is located? Mult
(Name of City or County)

11. OLCC representative making investigation may contact: Chang Soo MIN
(Name)

19850 SE. Stark #13 portland. OR 97233 667-9297
(Address) (Tel. No. — home, business, message)
PAUL LIM 231-2517

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

DATE 5-23-94

Applicant(s) Signature
(In case of corporation, duly authorized officer thereof)

1) _____

2) X _____

3) _____

4) _____

5) _____

6) _____

Original—
Local Government

Form 84545-480 (3-90)

INDIVIDUAL HISTORY & TIED HOUSE DISCLOSURE

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

TRADE NAME Rose County Cellar

CITY/COUNTY Hunt

You must fill in all the blanks. If the question does not apply write N/A in the space.

1. Name ~~CHANG SOO HUN~~ (Last) MIN, (First) CHANG (Middle) SOO
2. Other names used _____ (Maiden) _____ (Other)
3. Home Address 19850 SE. STARK #13 (Number and Street) portland. (City) OR (State) 97233 (Zip)
4. SSN 542-11-2551 Place of Birth KOREA Date of Birth 9-17-35
5. Sex M Height 5.6 Weight 198 Hair Color Black Eye Color Brown Age 59
6. US Citizen: Yes ____ No X Alien Reg. # A0 35228436 Spouse Name KUN JA MIN
7. Home phone 667-9297 Business phone 761-2530

CRIMINAL RECORD

OLCC makes a criminal offender records check through the Oregon State Police on all liquor license applicants.
ORS 181.555(3) provides that you can contact the Oregon State Police or challenge inaccurate criminal offender information. OLCC may require fingerprints.

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more that $50.00 was imposed.)
   Yes ____ No X
9. Do you have arrests or citations pending? Yes ____ No X
10. If you have answered "Yes" to 8 or 9 list below:

OFFENSE	DATE	CITY & STATE	RESULT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

DIVERSION/TREATMENT

11. Have you ever entered into a Diversion Agreement? Yes ____ No X
    Where and When? _____
12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes ____ No X
    Where and When? _____

EMPLOYMENT & RESIDENCE HISTORY

13. List current and former employers or occupations during the past ten years:

Dates by Month/Year	Employer or Business	Occupation	City & State
From 8-1-88 To 4-5-92	Stark St Market	owner	portland. Oregon
From 10-6-84 To 8-1-88	Tektniz Co	Ass	Wilsonville. Oregon
From ____ To ____			

14. List other cities and states where you have lived in the past ten years other than those noted in Question 13 above.

		City	State
From 3- 88	To 94	portland	OR
From 74	To 78	Unity	OR

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)

15. Are you presently or have you been licensed or employed in the liquor business?
    Yes X No ____ Where & When? STARK ST MARKET 88- 92
16. Is your spouse or any family member(s) working in any area of the liquor industry?
    Yes ____ No X If Yes, give: _____ (Name) _____ (Name of Business) _____ (City & State)
17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permitee? Yes ____ No X Where & When? _____
18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits?
    Yes ____ No X Where & When? _____
19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes ____ No X Where & When? _____
20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor?
    (Do not include this business) Yes ____ No X Where & When? _____

CAUTION: OLCC MAY DENY YOUR APPLICATION IF YOU LEAVE OUT INFORMATION OR GIVE FALSE ANSWERS ON THIS FORM.

SIGNATURE: _____ TITLE (Manager, Owner, Corp. Officer) DATE 5-23-94

Form 84545-481 (10/90)

INDIVIDUAL HISTORY & TIED HOUSE DISCLOSURE

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

TRADE NAME BOBS CORNER MARKET

CITY/COUNTY MULT

You must fill in all the blanks. If the question does not apply write N/A in the space.

1. Name MIN (Last) KUN (First) JA (Middle)
2. Other names used CHOI (Maiden) (Other)
3. Home Address 19850 SE. STARK #13 (Number and Street) portland. (City) OR (State) 97233 (Zip)
4. SSN 519-21-9086 Place of Birth KOREA Date of Birth 3-14-36
5. Sex F Height 4.9" Weight 128 Hair Color BLACK Eye Color BROWN Age 58
6. US Citizen: Yes ____ No X Alien Reg. # A0314284O4 Spouse Name CHONG SOO MIN
7. Home phone 667-9297 Business phone 761-2530

CRIMINAL RECORD

OLCC makes a criminal offender records check through the Oregon State Police on all liquor license applicants.
ORS 181.555(3) provides that you can contact the Oregon State Police or challenge inaccurate criminal offender information. OLCC may require fingerprints.

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more that $50.00 was imposed.)
   Yes ____ No X
9. Do you have arrests or citations pending? Yes ____ No X
10. If you have answered "Yes" to 8 or 9 list below:

OFFENSE	DATE	CITY & STATE	RESULT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

DIVERSION/TREATMENT

11. Have you ever entered into a Diversion Agreement? Yes ____ No X
    Where and When? ____
12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes ____ No X
    Where and When? ____

EMPLOYMENT & RESIDENCE HISTORY

13. List current and former employers or occupations during the past ten years:

Dates by Month/Year	Employer or Business	Occupation	City & State
From 8-1-88 To 4-5-92	STARK ST MARKET	OWNER	PORTLAND. OREGON
From 77 To 87	TEKTRONIX	QC	WILSONVILLE OREGON
From ____ To ____			

14. List other cities and states where you have lived in the past ten years other than those noted in Question 13 above.

	City	State
From 2-88 To 96	PORTLAND	OR
From 76 To 88	CANBY	OR

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)

15. Are you presently or have you been licensed or employed in the liquor business?
    Yes Y No ____ Where & When? STARK ST MARKET 88-92
16. Is your spouse or any family member(s) working in any area of the liquor industry?
    Yes ____ No X If Yes, give: (Name) (Name of Business) (City & State)
17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permitee? Yes ____ No X Where & When? ____
18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits?
    Yes ____ No Y Where & When? ____
19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes ____ No X Where & When? ____
20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor?
    (Do not include this business) Yes ____ No X Where & When? ____

CAUTION: OLCC MAY DENY YOUR APPLICATION IF YOU LEAVE OUT INFORMATION OR GIVE FALSE ANSWERS ON THIS FORM.

SIGNATURE: [signature] DATE 4-23-96
TITLE (Manager, Owner, Corp. Officer)

Form 84545-481 (10/90)

APPLICANT

MEETING DATE JUN 16 1994

AGENDA NO. C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Subject: OLCC Application

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Ferrell

ACTION REQUESTED:

( )INFORMATIONAL ONLY ( )POLICY DIRECTION (✓)APPROVAL ( )OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Attached is a restaurant/new outlet OLCC application for the Big Bear's Crown Point Market located at 31815 E. Crown Point Hwy., Troutdale, Oregon 97060. The owner, Phillip J. DuFresne, has no appreciable criminal history, and tax requirements have been met.

6/16/94 Continued to 6/23/94

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Sgt. K. Ferrell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES.

Any questions call the Office of the Board Clerk, 248-3277/248-5222

KF/lbs/6887

1994 JUN -7 PM 12:09
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

CC#/Taxes
40
052694

APPLICATION

STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION

Return To:

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

- ☐ DISPENSER, CLASS A
- ☐ DISPENSER, CLASS B
- ☐ DISPENSER, CLASS C
- ☐ PACKAGE STORE
- ☒ RESTAURANT
- ☐ RETAIL MALT BEVERAGE
- ☐ SEASONAL DISPENSER
- ☐ WHOLESALE MALT BEVERAGE & WINE
- ☐ WINERY
- ☐ Add Partner
- ☐ Additional Privilege
- ☐ Change Location
- ☐ Change Ownership
- ☐ Change of Privilege
- ☐ Greater Privilege
- ☐ Lesser Privilege
- ☐ New Outlet
- ☐ Other

OTHER: Ed

#94 Williams 30 Days

RECEIVED
OCT 06 1992

(THIS SPACE IS FOR CITY OR COUNTY USE)

NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF MULTNOMAH COUNTY COMMISSIONERS
(Name of City or County)

RECOMMENDS THAT THIS LICENSE BE: GRANTED X DENIED ____

DATE JUNE 1994

BY ____
(Signature)

TITLE BEVERLY STEIN, MULTNOMAH COUNTY CHAIR

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

1. Name of Corporation, Partnership, or Individual Applicants:
   1) Big Bears Crown Pt. Mrkt Inc 2) ____
   3) ~~Phillip J. DuFresne~~ 4) ____
   5) ~~Judy K. DuFresne~~ 6) ____
   (EACH PERSON LISTED ABOVE MUST FILE AN INDIVIDUAL HISTORY AND A FINANCIAL STATEMENT)
2. Present Trade Name Big Bears Crown Point market
3. New Trade Name Big Bears Crown Point market Year filed with Corporation Commissioner ____
4. Premises address 31815 E. CR. Pt. Hwy (Number, Street, Rural Route) trtdl (City) mult. (County) Ore (State) 97060 (Zip)
5. Business mailing address 31815 E. CR. Pt. Hwy (P.O. Box, Number, Street, Rural Route) trtdl (City) Ore (State) 97060 (Zip)
6. Was premises previously licensed by OLCC? Yes X No ____ Year 92
7. If yes, to whom: Puckeyed Store Phillip J. DuFresne (Type of license: Pckg Store
8. Will you have a manager: Yes ____ No X Name ____ (Manager must fill out Individual History)
9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes ____ No X
10. What is the local governing body where your premises is located? Multnomah (Name of City or County)
11. OLCC representative making investigation may contact: ~~Jeanne James~~ Pt. Ll (Name)
    D. [illegible] (Address) UK (Tel. No. — home, business, message) 695 5812

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

Applicant(s) Signature (In case of corporation, duly authorized officer thereof)

DATE 10-5-92

1) X Phillip J. DuFresne
2) ____
3) ____
4) ____
5) ____
6) ____

Original — Local Government

Form 84545-480 (3-90)

MEETING DATE: JUN 16 1994

AGENDA NO: C-8

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #5 with Oregon Health Sciences Univ.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: _____ DIVISION Community and Family Services

CONTACT: Rey Espana TELEPHONE #: 248-3691 x 4837

BLDG/ROOM #: 161/2nd Floor

PERSON(S) MAKING PRESENTATION: Lolenzo Poe/Susan Clark

ACTION REQUESTED:

[ ] INFORMATION ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of Amendment #5 between the Multnomah County Community and Family Services Division's Adult Mental Health Program and the Oregon Health Sciences University effective July 1, 1993 through June 30, 1994. The agreement attached adds $679 in State funds due to redistribution of funds paid for Fy 91/92 Medicaid match.

6/17/94 originals to Carolynne Webber

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lolenzo Poe/RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Question: Call the Office of the Board Clerk 248-5222

(WPDOC) 0516C/63 6/93

BOARD OF COUNTY COMMISSIONERS
1994 JUN -8 PM 12:16
MULTNOMAH COUNTY OREGON

MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Lolenzo T. Poe, Jr., Director
Community and Family Services Division JP/RE

DATE: June 2, 1994

REQUESTED PLACEMENT DATE:

RE: Approval of Amendment #5 with Oregon Health Sciences University

---

I. Action Requested:

Approval of Amendment #5 with Oregon Health Sciences University attached.

II. Background/Analysis:

Amendment #5 increases Non-residential Adult Mental Health Services $679 in State funds. This is a routine action required to redistribute, after final adjustments, dollars paid for FY 91/92 Medicaid match. This action brings the net contract total to $140,004 for FY 93/94.

III. Financial Impact:

The funds for this service is available via the State Mental Health Grant.

IV. Legal Issues:

N/A

V. Controversial Issues:
N/A

VI. Link to Current County Policies:

For many years the County has been involved with and supportive of mental health services for its' citizens.

VII. Citizen Participation:
N/A

VIII. Other Government Participation:
N/A

MULTNOMAH COUNTY
CONTRACT APPROVAL FORM
(See Administrative Procedures CON-1)

Contract # 100274

Amendment # 5

CLASS I	CLASS II	CLASS III
[ ] Professional Services under $15,000	[ ] Professional Services over $15,000 (RFP, Exemption) [ ] PCRB Contract [ ] Maintenance Agreement [ ] Licensing Agreement [ ] Construction [ ] Grant [ ] Revenue	[X] Intergovernmental Agreement [ ] Intergovernmental Revenue

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 6/16/94
DEB BOGSTAD
BOARD CLERK

Department: _____ Division: CFSD Date: MAY 31, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200

Description of Contract: Amendment #5 increases MHS20 IPP Non-Residential Adult Services $679 in State funds to adjust GF for 91/92 Medicaid match effective July 1, 1993 through June 30, 1994.

RFP/BID #: N/A IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is [ ]MBE [ ]WBE [ ]QRF

Contractor Name: OREGON HEALTH SCIENCES UNIVERSITY
Mailing Address: 3181 SW SAM JACKSON PARK RD, L106
PORTLAND OR 97201
Phone: 494-4854
Employer ID# or SS#: 93-6001786W
Effective Date: JULY 1, 1993
Termination Date: JUNE 30, 1994
Original Contract Amount: $ 111,994+REQ.
Total Amt of Previous Amendments: $ 139,325+REQ.
Amount of Amendment: $ 679.00
Total Amount of Agreement: $ 140,004+REQ.

Remittance Address (if different) _____

Payment Schedule
[ ]Lump Sum $_____
[X]Monthly $ ALLOTMENT
[ ]Other $_____
[ ]Requirements contract - Requisition Required
Purchase Order No. _____
[ ]Requirements Not to Exceed $_____
Encumber: Yes[ ] No[ ]

Terms
[ ]Due on Receipt
[ ]Net 30
[ ]Other

REQUIRED SIGNATURES:
Department Manager: Lolenzo Poe/RE Date: June 2, 1994

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: _____ Date: 7 June 94

County Chair/Sheriff: _____ Date: June 16, 1994

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE | VENDOR NAME | TOTAL AMOUNT: $

LINE NO.	FUND	AGENCY	ORGANI-ZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01	156	010	1327			6060				679.00	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

MULTNOMAH COUNTY
COMMUNITY AND FAMILY SERVICES DIVISION
AMENDMENT NUMBER 5

Duration of Agreement:	July 1, 1993 To: June 30, 1994	Contract #:	100274-05
Contractor Name:	Oregon Health Sciences University	Telephone:	494-4854
Contractor Address:	3181 S.W. Sam Jackson Park Road Box L106 Portland, OR 97201	I.R.S. #: Medicaid #:	93-6001786W 157883

This amendment to the contract for social services is made between the Multnomah County Community and Family Services Division referred to as the "COUNTY" and Oregon Health Sciences University, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

SERVICES UNDER MONTHLY ALLOTMENT

Service Element	Fund Source	Amount	Change	Revised Amount	Revised Units	Basis of Payment
IPP Non-Residential Adult	MHS 20 State	$64,998	$679	$65,677	0	Service Capacity
CTS/AA	MHS 20 State	$14,127	$0	$14,127	0	Service Capacity
Partners Consult. Services	MHS 37 State	$60,200	$0	$60,200	860 Hours	Adjusted at years end to actual hours of service
		$139,325	$679	$140,004		

MEDICAID BILLING ALLOCATION

Subject to the General Conditions and Special conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through -130.

Service Element	Fund Source	Amount	Change	Revised Amount	Revised Units	Basis of payment
School of Nursing, Child & Ad	MHS 22 Medicaid	*	$0	*	0	N/A
IPP Children & Adolescent	MHS 22 Medicaid	*	$0	*	0	N/A
IPP Non-Residential Adult	MHS 20 Medicaid	$246,707	$0	$246,707	0	N/A
MEDICAID TOTAL:		$246,707	$0	$246,707		

* No allocation specified at this time.

SERVICES UNDER FEE-FOR-SERVICE

Service Element	Fund Source	Maximum Payable	Type of Unit/Slot	Rate per Unit/Slot
Special Projects: Partners	MHS 37 State	Requirements	Day Treatment	$120/Day of service enrollement
			School of Nursing Outpatient	See Fee Schedule in Special Conditions
			School of Nursing Psychological Evaluation	$300/elvaluation

NARRATIVE:

State Funding. The following action is effective July 1, 1993.

679 Increase in MHS 20, Non-res. Adult Services, due to redistribution (final adjustment) of General Fund paid for FY 91-92 Medicaid match. This adjustment will not be carried forward into FY 95 agreements.

These actions increase FY94 State funding by $679

To a revised total of: $140,004

OREGON HEALTH SCIENCES UNIVERSITY **Contract #100274-05**
AMENDMENT #5

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

CONTRACTOR

By_____
Agency Board Chairperson

Date_____

By_____
Agency Executive Director

Date_____

MULTNOMAH COUNTY, OREGON

By_____
Rex Surface, Program Manager

Date 5/24/94

By_____
Lolenzo T. Poe, Jr.,
Division Director

Date June 2, 1994

By_____
Beverly Stein,
Multnomah County Chair

Date June 16, 1994

REVIEWED:
LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By_____
Assistant County Counsel

Date 7 June 94

SIG12PS.B

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 6/16/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 16 1994

AGENDA NO: C-9

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: FY 1994-95 Contract Renewal Between Community and Family Services Division and Tri Met, for Transportation to Vocational Services for People with Developmental Disabilities

BOARD BRIEFING *Date Requested:* _____

Amount of Time Needed: _____

REGULAR BRIEFING *Date Requested:* _____

Amount of Time Needed: consent

DEPARTMENT: _____ *DIVISION:* Community & Family Svcs

CONTACT: Lolenzo Poe/Dennis Adams *TELEPHONE:* 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lolenzo Poe/Rey España/Dennis Adams

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY *[ ] POLICY DIRECTION* *[X] APPROVAL* *[ ] OTHER*

SUMMARY *(Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):*

The Community and Family Services Division is renewing its annual contract with Tri Met, to purchase transportation to employment and alternative services for people with developmental disabilities. The contract is on a requirements basis up to $360,000, to allow for purchase of services at the individualized client rate.

6/17/94 ORIGINALS TO Cella Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lolenzo Poe /RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

tmdd95.bcc

1994 JUN -8 PM 12:16

MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lolenzo Poe, Director
Community and Family Services Division LP/RE

DATE: May 27, 1994

SUBJECT: FY 1994-95 Contract with Tri Met, for Employment Related Transportation Services for People with Developmental Disabilities

---

I. Recommendation/Action Requested: The Community and Family Services Division, Development Disabilities Program recommends Board of County Commissioner approval of the attached contract renewal with Tri Met, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division is renewing its contract with Tri Met, to purchase transportation services for people with developmental disabilities who are participating in vocational programs.

The contract is a renewal agreement on a requirements basis up to $360,000 to allow for the payment of services actually provided.

III. Financial Impact: The contract is on a requirements basis up to $360,000.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This service ties to the County benchmarks concerning access to health and mental health services.

VII. Citizen Participation: n/a

VIII. Other Government Participation: This contract represents an agreement between Multnomah County and Tri Met for the provision of special transportation services for people with developmental disabilities.

tm95.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 100635

Amendment #

CLASS I	CLASS II	CLASS III
[ ] Professional Services under $15,000	[ ] Professional Services over $15,000 (RFP, Exemption) [ ] PCRB Contract [ ] Maintenance Agreement [ ] Licensing Agreement [ ] Construction [ ] Grant [ ] Revenue	[x] Intergovernmental Agreement [ ] Intergovernmental Revenue Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-9 DATE 6/16/94 DEB BOGSTAD BOARD CLERK

Department: _____ Division: Community & Family Services Date: May 27, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Contract purchases employment transportation for persons with developmental disabilities.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is [ ]MBE [ ]WBE [ ]QRF

Contractor Name: Tri Met

Mailing Address: 4012 S.E. 17th

Portland, OR 97202

Phone: (503)238-4879

Employer ID# or SS#: 93-0579353

Effective Date: July 1, 1994

Termination Date: June 30, 1995

Original Contract Amount: $ _____

Total Amt of Previous Amendments: $ _____

Amount of Amendment: $ _____

Total Amount of Agreement: $ Requirements

Remittance Address (if different) _____

Payment Schedule

[ ]Lump Sum $ _____

[x]Monthly $ Fee for Service

[ ]Other $ _____

Terms

[ ]Due on Receipt

[ ]Net 30

[ ]Other

[ ]Requirements contract - Requisition Required

Purchase Order No. _____

[x]Requirements Not to Exceed $ 360,000

Encumber: Yes[ ] No[x]

REQUIRED SIGNATURES:

Department Manager: Lolenzo Poe /RE Date: May 27, 1994

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: _____ Date: 7 June 94

County Chair/Sheriff: _____ Date: June 16, 1994

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE _____ VENDOR NAME _____ TOTAL AMOUNT: $ _____

LINE NO.	FUND	AGENCY	ORGANI-ZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
								See	Attached		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

tmdd95.caf

CONTRACT APPROVAL FORM SUPPLEMENT

File Name: cafsDD.wk3

COMMUNITY AND FAMILY SERVICES DIVISION, FY 1994–95

CONTRACTOR: TRI MET AP

Contract #100635 Mod

LINE	FUND	AGENCY	ORG CODE	SUBORG CODE	ACT CODE	OBJECT CODE	REPT CATEG	LGFS DESCRIPTION	ORIGINAL AMOUNT	MOD 1	MOD 2	MOD 3	FINAL AMOUNT
	156	010	1512		31DD	6060	DD53	State Mental Health	requirements				requirements
													$0

CONTRACT FOR SERVICES #100635
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

TERM OF CONTRACT: From July 1, 1994 To: June 30, 1995
CONTRACTOR NAME: Tri Met TELEPHONE: (503)238-4879
CONTRACTOR ADDRESS: 4012 S.E. 17th Ave IRS NUMBER: 93-0579353
Portland, Oregon 97202

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Tri Met, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

CONTRACTOR agrees to provide services within the service levels listed below. COUNTY agrees to reimburse CONTRACTOR for providing those services under the payment terms and up to the amounts specified below.

Service	Service Element	Units	Payment Method/Basis	Rate	Maximum Funds
Employment Transportation	DD53	Req'ts	Monthly Billing/ Fee for Service	Per Client Schedule	Req'ts not to exceed $360,000

2. Medicaid Billing Allocation

Subject to contract conditions and program instructions, by this reference made part of this contract, CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds are disbursed by the Oregon Office of Medical Assistance Programs.

Service	Service Element	Units	Allocation
n/a			

3. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S and State's service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the Request for Proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

4. Program Outcomes

a. CONTRACTOR shall provide and track services to achieve the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document level of performance in achieving outcomes at least quarterly, or as instructed by COUNTY.

Outcome	Program	% Goal
Individuals showing maintenance or improvement in economic self-sufficiency during the year.	Devel Disabilities/ Vocational	80%

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

5. Advances

Depending on funding source rules and method of payment, upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed $0. An additional advance up to 15 days of the contract funding amount, $0, may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed $0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

6. Special Conditions

CONTRACTOR shall comply with special conditions and program instructions concerning services for people with developmental disabilities, specifically the following sections per service:

Service	Manual Sections
Employment Transportation	1,3

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Community and Family Services Division and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are attached to this contract and by this reference incorporated herein.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. **Confidentiality**

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent.

CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

1) Be given voluntarily, without pressure or coercion;
2) Be informed (i.e., the person receives and can understand sufficient information);
3) Include the name of the specific persons or agencies to whom the information shall be released and the specific purpose for disclosure;
4) Include an expiration date.

7. **Contract Between State and County**

For funds used by CONTRACTOR which are contracted from other sources to the COUNTY, CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in those certain contracts.

8. **Contractor Publicity**

CONTRACTOR shall reference the Multnomah County Community and Family Services Division as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action, Mental Health, Youth Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. **Fiscal, Administrative, and Audit Requirements**

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars (refer to Attachment A), Oregon Administrative Rules, COUNTY financial procedures, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records for each service shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract become the property of the COUNTY, to be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in

providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S Request for Qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to Audit Requirements pursuant to the Community and Family Services Division's current *Subcontractor's Financial Procedures*. Reviews and audits must meet criteria outlined in these *Procedures*. CONTRACTOR may be subject to a fiscal compliance audit and/or may be required to conduct an external limited scope or full audit under the following conditions:

1) Multnomah County contract funds exceed $25,000 and total agency budget exceeds $150,000;
2) Multnomah County contract funds exceed $100,000;
3) Total agency budget exceeds $500,000;

e. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

f. Limited Scope and Full Audits shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

g. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR and COUNTY agree to indemnify, defend, and save harmless each other, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR or COUNTY, their employees, agents, or subcontractors. CONTRACTOR and COUNTY further agree to defend each other COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S, COUNTY'S or subcontractor's performance of their duties under this contract. Indemnification is subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 7.

12. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least $50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, $200,000 for injury to any one person, and $500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State or Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than $10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than $500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) days of contract execution.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

14. Integration

The contract, including by reference program instructions/special conditions, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract, whether stated in a statute or regulation as provided in Part B, Subsection 5.b., notice of award, Request for Proposal, or elsewhere, COUNTY may take one or more of the following actions:

1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
2) Disallow all or part of the cost of the activity or action not in compliance.
3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
4) Withhold further awards for the program.
5) Take other remedies that may be legally available.

Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

d. In taking enforcement action, COUNTY shall provide CONTRACTOR an opportunity for such hearing, appeal, or other administrative proceeding to which CONTRACTOR is entitled under any statute or regulation applicable to the action involved.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Attachment B. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan which will outline policies and activities that assure culturally competent services. The plan must address, at a minimum, the following standards:

1) Agency Board of Directors, staff, and volunteers are diverse.
2) Agency Board of Directors, staff, and volunteers are trained in issues regarding diversity and cultural competency.
3 Principles and values of the agency's Nondiscrimination Policy are incorporated into agency policies and procedures, agency publicity, and printed materials directed to program participants, employees, and applicants.
4) Culturally relevant and appropriate services are delivered.

This plan shall be submitted to COUNTY no later than 60 days after contract execution. Additionally, CONTRACTOR shall submit an annual report 30 days following end of the contract period indicating progress on the plan.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the method of payment set forth under Part A. Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess

of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

20. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

c. Property and work products provided by CONTRACTOR under fee-for-service contract conditions are property of CONTRACTOR, except that billing documentation, e.g., client files and client assistance invoices (except as otherwise provided in accordance with federal and state statutes) and work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

21. Payment Terms: Service Capacity and Cost Reimbursement

a. For contracts based on a service capacity payment method, subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1) Increases or decreases in contract amounts;
2) Amounts of client services contributions, if applicable;
3) Underexpenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th of the month following each calendar quarter. The initial Annual Budget is due within twenty (20) days of contract effective date; revised annual budget(s) is due within thirty (30) days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Cost Statement is due November 20th following the end of the contract year or within thirty (30) days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to cost statement reporting within thirty (30) days following the end of the contract period.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

22. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

23. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expensed through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/ Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

24. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

25. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

26. Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

27. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Termination

a. This contract may be terminated by either party by thirty (30) days written notice to the other party.

b. Immediate termination by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.

2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.

3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For fee-for-service programs, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For service capacity and cost-reimbursement programs, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

f. Upon termination, CONTRACTOR agrees to transfer back to COUNTY, the State of Oregon and/or the Federal Government any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased under this contract as directed by COUNTY, the State of Oregon or the Federal Government. All property purchased with COUNTY funds is the property of COUNTY.

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

PART C: GENERAL CONDITIONS: DEVELOPMENTAL DISABILITIES

1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

2. Letter of Approval

CONTRACTOR must maintain a Certificate of Approval from the State of Oregon Mental Health and Developmental Disability Services Division (OAR 309-12-130) in order to continue contracting for services through the COUNTY.

3. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

4. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health and Developmental Disability Services Division.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

BY _____ 6-2-94
Developmental Disabilities Program Manager — Date

BY _____ 5/27/94
Community and Family Services Division Director — Date

BY _____ 6/16/94
Beverly Stein
Multnomah County Chair — Date

TRI MET

BY _____ _____
Agency Executive Director — Date

BY _____ _____
Agency Board Chair — Date

REVIEWED:
LAURENCE KRESSEL, County Counsel for Multnomah County, Oregon

By _____ 7 June 94
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 6/16/94
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE OF COMPLIANCE WITH
SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

1. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with the following as applicable: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State MHDDSD funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

2. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

3. Environmental Protection

a. CONTRACTOR ensures that if federal funds payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

4. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

7. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

8. Flood Insurance

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

9. Historic Preservation

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

10. Minimum Wage and Maximum Hours

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

11. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

12. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

13. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;

2) The population eligible to be served by race, color, national origin, sex, age, and handicap;

3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and

6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

14. Federal Alcohol Drug Abuse and Mental Health Block Grant

If receiving such funds, CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, Community Health Services Block Grant, CFDA #93.958, and Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959 will be restricted to only public or non-profit entities.

Attachment B

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERIVCES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
e. Title XIX, Social Security Act
f. Section 16, Federal Energy Administraiton Act of 1974
g. Section 401, Energy Reorganization Act of 1974
h. Title IX, Education Amendments of 1972, as amended
i. Section 504, Rehabilitation Act of 1973
j. Age Discrimination Act of 1975
k. Department of Energy Organization Act of 1977
l. Energy Conservation and Production Act of 1976, as amended
m. American Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
n. Section 109, Housing and Community Development Act of 1974
o. Section 3 of the Housing and Urban Development Act of 1968
p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment except when there is a bona fide occupational limitation. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, unior, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;

b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT CERTIFICATES

CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

MEETING DATE: JUN 16 1994

AGENDA NO: C-10

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: *Amendment to Agreement Between Community and Family Services Division and Portland Public Schools, to Purchase Additional Child Care Slots for Teen Parents*

BOARD BRIEFING *Date Requested:* _____

Amount of Time Needed: _____

REGULAR BRIEFING *Date Requested:* _____

Amount of Time Needed: consent

DEPARTMENT: _____ *DIVISION:* Community & Family Svcs

CONTACT: Lolenzo Poe/James Edmondson *TELEPHONE:* 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lolenzo Poe/Rey España/James Edmondson

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY *[ ] POLICY DIRECTION* *[X] APPROVAL* *[ ] OTHER*

SUMMARY *(Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):*

The Community and Family Services Division, Childrens Mental Health and Youth Programs is processing an amendment to its agreement with Portland Public Schools, increasing the number of infant/toddler child care slots it will purchase for teen parents. The $24,000 increase will buy an additional 44 slots (month of service).

6/17/94 ORIGINALS to Cilla Murray

1994 JUN -8 PM 12:16
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lolenzo Poe/RE

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

pps941.bcc

MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lolenzo Poe, Director
Community and Family Services Division LP/RE

DATE: April 27, 1994

SUBJECT: Amendment to Portland Public Schools FY 1993-94 Agreement

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I. Recommendation/Action Requested: The Community and Family Services Division, Childrens Mental Health and Youth Programs recommends Board of County Commissioner approval of the attached contract amendment, for the period upon execution through June 30, 1994.

II. Background/Analysis: The Community and Family Services Division is amending its agreement with Portland Public Schools to add $24,000 to purchase an additional 44 slot months of infant/toddler care for teen parents. This increases the contract from $165,607 to $189,607.

III. Financial Impact: Funding for this increase is coming from the savings resulting from the termination of the Department of Human Services Administration. The agreement allocates $24,000 of County General Fund for these additional services.

IV. Legal Issues: none

V. Controversial Issues: Portland Public Schools requested these funds because of its internal deficit resulting from the loss of state funds for these services. This amendment allocates County General Funds to backfill reduced state funds. Because the contract is based on fee-for-service, the County General Funds will buy more services, from the County perspective, although no additional services will actually be available in the community through this action.

VI. Link to Current County Policies: Infant/toddler child care resources are needed to help teen parents attend and stay in school, an Oregon benchmark.

VII. Citizen Participation: none

VIII. Other Government Participation: Contract purchases services from the Portland Public Schools.

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MULTNOMAH COUNTY
CONTRACT APPROVAL FORM
(See Administrative Procedures CON-1)

Contract # 103224

Amendment # 01

CLASS I	CLASS II	CLASS III
[ ] Professional Services under $15,000	[ ] Professional Services over $15,000 (RFP, Exemption) [ ] PCRB Contract [ ] Maintenance Agreement [ ] Licensing Agreement [ ] Construction [ ] Grant [ ] Revenue	[x] Intergovernmental Agreement [ ] Intergovernmental Revenue Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-10 DATE 6/16/94 DEB BOGSTAD BOARD CLERK

Department: _____ Division: Community & Family Services Date: 4/27/94

Contract Originator: Cilla Murray Phone: 248-3691 ext 6296 Bldg/Room: 161/2nd

Administrative Contact: Cilla Murray Phone: 248-3691 ext 6296 Bldg/Room: 161/2nd

Description of Contract: **Amendment purchases additional child care slots for children of teen parents.**

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is [ ]MBE [ ]WBE [ ]QRF

Contractor Name: Portland Public Schools	
Mailing Address: PO Box 3107 Portland, OR 97208	Remittance Address (if different) _____
Phone: (503) 249-2000	
Employer ID# or SS#: 93-6000830	Payment Schedule / Terms
Effective Date: Upon Execution	[ ]Lump Sum $_____ / [ ]Due on Receipt
Termination Date: June 30, 1994	[x]Monthly $ fee for service / [ ]Net 30
Original Contract Amount: $ 165,607	[ ]Other $_____ / [ ]Other
Total Amt of Previous Amendments: $	[ ]Requirements contract - Requisition Required
Amount of Amendment: $ 24,000	Purchase Order No. _____
Total Amount of Agreement: $ 189,607	[ ]Requirements Not to Exceed $_____ Encumber: Yes[ ] No[ ]

REQUIRED SIGNATURES:

Department Manager: Lolenzo Poe/PS Date: April 27, 1994

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: _____ Date: 6 June 94

County Chair/Sheriff: _____ Date: June 16, 1994

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: $			
LINE NO.	FUND	AGENCY	ORGANI-ZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
	See	Attached									

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

DISTRIBUTION: Contracts Administration, Initiator, Finance
pps941.caf

CONTRACT APPROVAL FORM SUPPLEMENT File Name: cafs.wk3

CHILDREN & FAMILIES DIVISION/YOUTH PROGRAM FY 1993–94

CONTRACTOR: Portland Public Schools Contract #103224 Mod #1 04/29/94

LINE	FUND	ORG CODE	ACT CODE	OBJECT CODE	REPT CATEG	LGFS DESCRIPTION	ORIGINAL AMOUNT	MOD INTERNAL	MOD 1	MOD 3	FINAL AMOUNT
01	156	0196	YP04	6060	1770	Great Start	$26,802.00	($26,802.00)			$0.00
02	156	0196	YP04	6060	1771	SRI	$31,680.00	$0.00			$31,680.00
03	156	0196	YP04	6060	1729	CGF	$107,125.00	$26,802.00	$24,000.00		$157,927.00
TOTAL							$165,607.00	$0.00	$24,000.00	$0.00	$189,607.00

MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION
CONTRACT 103224, AMENDMENT #1

TERM OF AMENDMENT: Upon Execution To: June 30, 1994
CONTRACTOR NAME: Portland Public Schools TELEPHONE: 249-2000
CONTRACTOR ADDRESS: P.O. Box 3107 IRS NUMBER: 93-6000830
Portland, Oregon 97208

This amendment is to that certain contract dated July 1, 1993, between the Multnomah County Community and Family Services Division, referred to as the "COUNTY" and Portland Public Schools, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: SERVICES

Service	Current Units	Change	Revised Units	Unit Rate	Current Funds	Change	Revised County Funds
Child Care	171 slots	+44	215	$544.72	$93,147	+$24,000	$117,147
Health Screens	8 sess	0	8	3,993.75	31,950	0	31,950
TLC/TNT	6 wk sess	0	6	1,471.67	8,830	0	8,830
Indian Ed.Peer Helper							
Trg Retreats	3 ret.	0	3	5,486.00	16,458	0	16,458
Follow Up	24 sess	0	24	419.79	10,075	0	10,075
Curr.Dvpt	1 wk plan	0	1	5,147.00	5,147	0	5,147
					$165,607	+$24,000	$189,607

PART II: AMENDMENT NARRATIVE

This amendment adds one-time only funds to purchase additional infant/toddler child care slots for teen parents.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

BY _____ 5/25/94
Childrens Mental Health & Youth Services — Date

BY _____ 4/27/94
Community and Family Services Division Director — Date

BY _____ 6/16/94
Beverly Stein
Multnomah County Chair — Date

REVIEWED:
LAURENCE KRESSEL, County Counsel for Multnomah County, Oregon

By _____ June 94
Date

PORTLAND PUBLIC SCHOOLS

BY _____ _____
Agency Executive Director — Date

pps941

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 6/16/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 16 1994

AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment #7 to Supplemental Agreement 3013087

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Bob Pearson TELEPHONE #: 248-3838

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Bob Pearson

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Supplemental Agreement with the City of Fairview for Multnomah County to perform certain maintenance functions on city streets for Fiscal Year 94-95.

6/17/94 ORIGINALS to Bob Pearson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

1994 JUN -7 PM 12:10
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

AGEN.PL/BPRJ0954.AGD 6/93

Rev. 5/92

MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 3013087

Amendment # 7

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	XX Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-11 DATE 6/16/94 DEB BOGSTAD BOARD CLERK

Department Environmental Services Division Transportation Date 5/11/94

Contract Originator Bob Pearson Phone 3838 Bldg/Room #425

Administrative Contact Same as above Phone _____ Bldg/Room _____

Description of Contract Supplemental Agreement with City of Fairview for Multnomah County to perform certain maintenance functions on city streets.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Fairview

Mailing Address PO Box 337

Fairview, OR 97024

Phone (503) 665-7929

Employer ID# or SS# _____

Effective Date July 1, 1994

Termination Date June 30, 1995

Original Contract Amount $ _____

Total Amount of Previous Amendments $ _____

Amount of Amendment $ 48,333

Total Amount of Agreement $ _____

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

XX Monthly $ as work is performed ☐ Net 30

☐ Other $_____ ☐ Other_____

☐ Requirements contract - Requisition required.

Purchase Order No._____

☐ Requirements Not to Exceed $_____

REQUIRED SIGNATURES:

Encumber: Yes ☐ No ☐

Department Manager [signature] Date 5/24/94

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel [signature] Date 6/3/94

County Chair / Sheriff [signature] Date June 16, 1994

Contract Administration (Class I, Class II Contracts Only) _____ Date _____

VENDOR CODE	VENDOR NAME	TOTAL AMOUNT	$	

LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6410			2788					
02.											
03.											
*	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

SUPPLEMENT NO. 7

to

Agreement dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Fairview, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expire on June 30, 1995.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1995, and amended to include Exhibits A through J attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Fairview

By Ted Hockaday
Mayor

By Marilyn Holstrom
City Administrator

Multnomah County, Oregon

Beverly Stein,
Chair of the Board

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By
Deputy County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-11 DATE 6/16/94
DEB BOGSTAD
BOARD CLERK

Exhibit A

CITY OF FAIRVIEW
ESTIMATED MAINTENANCE COSTS
FOR FISCAL YEAR 1994-95

Contract Paving	$22,027
Contract Paving Pavement Preparation	$14,225
Shoulder Restoration	$4,020
AC Skin Patching	$1,265
AC Grinder Patching	$1,150
Crack Sealing	$978
Roadside Mowing & Brushing	$411
Street Sweeping	$4,257
Total:	**$48,333**

Exhibit B

FAIRVIEW CONTRACT PAVING

Street	Location	Length	Width	Tons	Cost AC
2nd Street	Main St to 223rd Ave	1254'	21'	345 tons	$10,522
3rd Street	Main St to Cedar St	353'	21'	96 tons	$2,928
3rd Street	Cedar St to Harrison St	353'	21'	96 tons	$2,928
5th Street	Harrison St to Lincoln St	348'	20'	91 tons	$2,776

Total Material: **628 tons AC**

Total: **$19,154**

Based on $30.50 per ton and 2'' resurfacing.

Estimated cost of $22,027 includes material testing and inspection.

Exhibit C

FAIRVIEW CONTRACT PAVING
PAVEMENT PREPARATION

2nd Street (Main St to 223rd Ave):

AC Pavement Patching - grader (straighten broken, ragged edges):	6 hrs	10 tons AC	$1,714
Sand & seal cracks:	4 hrs	5 yds^3 150 gal	$846
Scalp edges (remove material - widen all to 21')	5 hrs		$292
Street cleaning - Manual cleaning:	6 hrs		$177
Machine cleaning:	3 hrs		$309
	Sub Total for 2nd St:		$3,338

3rd Street (Main St to Cedar St):

Sand & seal cracks:	2 hrs	4 yds^3 100 gal	$448
Scrape edges (no removal)	1 hr		$292
Street cleaning - Manual cleaning:	1.5 hrs		$45
Machine cleaning:	1 hr		$103

3rd Street (Cedar St to Harrison St):

Sand & seal cracks:	1 hr	2 yds^3 50 gal	$224
Scalp edges (remove material - widen to 21')	3 hr		$876
AC Patch (grader-straighten both edges Harrison St north 200')	2.5 hrs	16 tons AC	$1,010
Street cleaning - Manual cleaning:	1.5 hrs		$45
Machine cleaning:	1 hr		$103
	Subtotal for 3rd St:		$3,146

5th Street (Harrison St to Lincoln St):

Surveying, grade staking:	6 hrs		$360
Scalp, remove sod,			
Scarify, grade and final grade:	16 hrs	66 yds^3 1"-0	$5,408
Hand Cleaning	2 hrs		$118
	Subtotal for 5th St:		$5,886
	Total:		$12,370

Estimated cost of $14,225 includes mobilization, travel time and unforeseen work.

Exhibit D

FAIRVIEW SHOULDER RESTORATION

Street	Location	Labor Hours	Material Cu.Yds
2nd Street	Main St to 223rd Ave	6 hrs	50 yds^3
3rd Street	Main St to Cedar St	1.5 hrs	15 yds^3
3rd Street	Cedar St to Harrison St	1.5 hrs	15 yds^3
5th Street	Harrison St to Lincoln St	2.5 hrs	30 yds^3
	Total:	11.5 hrs	110 yds^3
	Cost:	$3,496	

Estimated cost of $4,020 includes mobilization, travel time and unforeseen work.

Exhibit E

FAIRVIEW AC SKIN PATCHING

Street	Location	Description	Labor Hours	Material AC Tons
Weidler Circle	214th Ave to 214th Ave	curb depressions	1hr	2 tons
4th Street @ Cedar St	SE Corner	skin corner	1hr	2 tons
4th Street	north of Harrison St	repair first 50 feet-edge	1 hr	3 tons
3rd Street @ Harrison St	NW & NE corners	skin low corners	1 hr	2 tons
Cedar Street @ 1st St	NW & SW corners	skin low corners	1 hr	1 ton
		Total:	5 hrs	10 tons
		Cost:	$1,100	

Estimated cost of $1,265 includes mobilization, travel time and unforeseen work.

Exhibit F

FAIRVIEW AC GRINDER PATCHING

Street	Location		Labor Hours	Material AC Tons
San Rafael St	West of 214th Ave		2 hrs	4 tons
		Cost:	$1,000	

Estimated cost of $1,150 includes mobilization, travel time and unforeseen work.

Exhibit G

FAIRVIEW CRACK SEALING

Street	Location	Labor (Hours)	Material (Cubes)
214th Ave	Halsey St to Dead End	1 hr	3 cubes
Weidler Circle	214th Ave to 214th Ave	1 hr	3 cubes
7th Street	Harrison St to Lincoln St	1 hr	3 cubes
3rd Street	Harrison St southerly	.5 hr	.5 cube
227th Court	North off Hancock St	.5 hr	1 cube
	Total:	4 hours	10.5 cubes
	Cost:	$850	

Estimated cost of $978 includes mobilization, travel time and unforeseen work.

Exhibit H

FAIRVIEW ROADSIDE MOWING & BRUSHING

Roadside mowing and brushing of various streets	8.0 hours	$357

Estimated cost of $411 includes mobilization, travel time and unforeseen work.

Exhibit I

FAIRVIEW STREET SWEEPING

Routine sweeping of Fairview streets

Six hours for one sweeping	$617
Sweeping six times per year	X 6
Total:	$3,702

Estimated cost of $4,257 includes mobilization, travel time and unforeseen work.

Exhibit J

CITY OF FAIRVIEW

For emergency, and unforeseen work as required and agreed to by the City and the County.

Costs to be billed at current employee, equipment, and overhead charges.

MEETING DATE: JUN 16 1994

AGENDA NO: C-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment #7 to Supplemental Agreement 3012987

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Bob Pearson TELEPHONE #: 248-3838

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Bob Pearson

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Supplemental Agreement with the City of Troutdale for Multnomah County to perform certain maintenance functions on city streets for Fiscal Year 94-95.

6/17/94 ORIGINALS to BOB PEARSON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

1994 JUN -7 PM 12:19
BOARD OF COUNTY COMMISSIONERS
PAUL T. NORMAN COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

AGEN.PL/BPRJ0954.AGD 6/93

Rev. 5/92

MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 3012987

Amendment # 7

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	XX Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-12 DATE 6/16/94 DEB BOGSTAD BOARD CLERK

Department Environmental Services Division Transportation Date May 11, 1994

Contract Originator Bob Pearson Phone 3838 Bldg/Room #425

Administrative Contact Same as above Phone _____ Bldg/Room _____

Description of Contract Supplemental Agreement with the City of Troutdale for Multnomah County to perform certain maintenance functions on city streets.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Troutdale

Mailing Address 104 SE Kibling Street
Troutdale, OR 97060

Phone (503) 665-5175

Employer ID# or SS# _____

Effective Date July 1, 1994

Termination Date June 30, 1995

Original Contract Amount $ _____

Total Amount of Previous Amendments $ _____

Amount of Amendment $ 79,496

Total Amount of Agreement $ _____

Remittance Address (If Different) _____

Payment Schedule / Terms

- ☐ Lump Sum $ ~~as work is~~ ☐ Due on receipt
- XX Monthly $ performed ☐ Net 30
- ☐ Other $ _____ ☐ Other _____
- ☐ Requirements contract - Requisition required.
  Purchase Order No. _____
- ☐ Requirements Not to Exceed $ _____

REQUIRED SIGNATURES:

Encumber: Yes ☐ No ☐

Department Manager	Betsy Williams	Date 5/24/94
Purchasing Director (ClassII Contracts Only)		Date
County Counsel	Jacqueline A. Ray	Date 6/3/94
County Chair / Sheriff	Gladys McCoy	Date June 16, 1994
Contract Administration (Class I, Class II Contracts Only)		Date

VENDOR CODE	VENDOR NAME	TOTAL AMOUNT	$	

LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6410			2775					
02.											
03.											
*	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

SUPPLEMENT NO. 7

to

Agreement dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Troutdale, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expire on June 30, 1994.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1995, and amended to include Exhibits A through L attached thereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Troutdale

By _____
Mayor

By _____
City Recorder

Multnomah County, Oregon

_____
Beverly Stein
Chair of the Board

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Deputy County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-12 DATE 6/16/94
DEB BOGSTAD
BOARD CLERK

Exhibit A

SUMMARY OF ESTIMATED COSTS FOR CITY OF TROUTDALE FISCAL YEAR 1994-95

STREET MAINTENANCE

Contract Asphalt Paving	53,384
Contract Asphalt Paving Pavement Preparation	8644
Crack Sealing	4376
Asphalt Grinder Patching	7867
Sand and Seal	888
Asphalt Skin Patching	2299
Mowing and Brushing	1207
Road Striping:	831
Total:	$79,496

Exhibit B

TROUTDALE CONTRACT ASPHALT PAVING

Street	From	To	Estimated Tons A.C.
SE Chapman Ave	Troutdale Rd to SE Beavercreek Lane		682
NW Graham Road	Sundial Road - Easterly 1400 feet		487
NE Harlow Ave	SE Chapman Ave to SE 14th St		147
SE 12th St	SE Chapman Ave - westerly to Dead End		49
SE 14th St	SE Harlow Ave to SE Chapman Ave		157

Total: 1522 tons

Based on $30.50 per ton AC

Cost: $46,421

Estimated cost of $53,384 includes material testing and inspection.

Exhibit C

TROUTDALE CONTRACT ASPHALT PAVING
PAVEMENT PREPARATION

NW Graham Road:

			Cost:
Grinding / Patching	8.0 Hours	48 tons AC	4827
Crack Sealing	4.0 Hours	2 cubes	760
Sweeping / Cleaning	4.0 Hours		360
		Sub Total:	$5947

NE Chapman Ave:
NE Harlow Ave:
NE 12th St:
NE 14th St:

			Cost:
Sweeping / Cleaning (Machine)	8 Hours		720
Sweeping / Cleaning (Manual)	8 Hours		450
Sand Seal SE 12th St	.5 Hour		100
Sand Seal SE Chapman Ave @ SE 15th St	1 Hour		200
AC Patch : 14th @Chapman	.5 Hour		100
		Sub Total:	$1570
		Total:	$7517

Estimated cost of $8644 includes mobilization, travel time and unforeseen work.

Exhibit D

TROUTDALE CRACK SEALING

Street	From To	Material (Cubes)	Labor (Hours)
SE Lewis Ct	Off SE Evans Ave	.5	.5
SE 29th St	West off Evans Ave	.5	.5
SE 26th Ct	Lewellyn East to Culdesac	.5	.5
SE Pelton Ct	North of SE 26th St	.5	.5
SE 20th Way	SE of SE Lewellyn to Culdesac	.5	.5
SE 27th Ct	East off Lewellyn	.5	.5
SE 28th Ct	SE off Lewellyn	1	1
SE 30th Ct	South off Lewellyn	.5	.5
SW Corbeth Ln	At Troutdale Road	.5	.5
SE 21st Ave	Troutdale Rd to Beavercreek Ln	.5	.5
SE 19th St	Troutdale Rd to SE 19th Pl	.5	.5
SW Dunbar Pl	South of SW 23rd St	.5	.5
SW 26th St	McGinnis to Latourelle	.5	.5
SW 25th St	McGinnis to 26th St	.5	.5
SW Abbott Ct	South off SW 26th St	.5	.5
SW Indian John Pl	SW 25th St to SW 28th St	2	1
SW 26th St	Off SW Indian John Pl	.5	.5
SW Hope Ct	Off SW 28th St	.5	.5
SW 19th Circle	West of NE Hensley	.5	.5
SW Kings Byway	Off SW 19th Pl	.5	.5
SW 19th Pl	Hensley to Kings Byway	.5	.5
SW Laura Ct	North off NE Hensley	1	1
SW 20th Circle	Off SW Laura Ct	1	1
NW Graham Rd	1400' East of Sundial Rd to End	5	6
	Total:	19.5 hours	19.5 cubes
	Cost:	$3806	

Estimated cost of $4376 includes mobilization, travel time and unforeseen work.

Exhibit E

TROUTDALE GRINDER PATCHING

Street	From	To	Labor Hours	Material Tons AC
NW Graham Rd	1400' East of Sundial Rd	to End	8.0 (Includes Grader)	48
2133 SE Beavercreek Lane			1.5	2
SE 18th St (near #735)			1.5	4
		Total:	11	54 tons
		Total Cost:	$6841	

Estimated cost of $7867 includes mobilization, travel time and unforeseen work.

Exhibit F

TROUTDALE SAND AND SEAL

Street	From	To	Labor Hours	Material Sand	Material Emulsion
3914 SE Douglass Ct			.5	1 yd	25 gal
SE Sandy Circle	at Dead End		.5	1 yd	15 gal
3622 SE Celestia Circle			.5	2 yds	25 gal
SE Dora St	Columbia St	to 2nd St	2	4 yds	50 gal
		Total:	3.5	8 yds	115 gal

Labor & Equipment:	$630
Material:	$142
Total Cost:	$772

Estimated cost of $888 includes mobilization, travel time and unforeseen work.

Exhibit G

TROUTDALE SKIN PATCHING

Street	From	To	Labor Hours	Material Tons AC
3233 SE Stott Circle	CB Depressions both sides		.5	1
1032 SE Sweetbriar Lane	2 Foot diam pothole		.5	.5
3800 SE Clark Ct	Skin depression at sewer cleanout		.5	
3725 SE Sandy Circle	1 Foot diam pothole		.5	
2631 SE Evans Ave	Skin settlement (10' X 2')		.5	.5
2139 SE Beavercreek Lane	Pothole near curb		.5	
2148 SE Beavercreek Lane	Pothole near curb		.5	.5
opp. 1819 SE Beavercreek Lane	2 holes		.5	.5
SE Chapman Ave @ SE 14th St			.5	.5
1160 SW Autumn Way	Skin 2' X 3'		.5	
813 SW Spence Ln	1 Foot diam hole		.5	
SW Edgefield Pl	North of 24th ST	Manhole depression	.5	.5
2235 SW 24th St	Sewer settlement		.5	.5
SW Hewitt Ave @ SW Kings Byway	Skin @ manhole		.5	.5
SW 15th St @ SW Kings Byway	SE Corner hole @ CB		.5	
416, 428 SW 19th Pl	Utility cuts		.5	.5
504 SW 19th Pl	Ravelling AC patch		.5	1
730 SW 20th Circle	1 Foot diam hole		.5	
2126 SW Wright Ct	Utility cut		.5	1
		Total:	9.5 hrs	7.5 tons

Labor & Equipment:	1811
Material:	188
Total Cost:	$1999

Estimated cost of $2299 includes mobilization, travel time and unforeseen work.

Exhibit H

TROUTDALE MOWING AND BRUSHING

Roadside mowing and brushing of various city roads and streets.

24.0 hours $1050

Estimated cost of $1207 includes mobilization, travel time, and unforeseen work.

Exhibit I

TROUTDALE ROAD STRIPING

	Cost Dollars
Various Roads - Stripe center and shoulder lines	$723

Estimated cost of $831 includes mobilization, travel time and unforeseen work.

CITY OF TROUTDALE

For emergency, and unforeseen work as required by and agreed to by the City and County.

Cost to be billed at current employee, equipment, material, and overhead charges.

Exhibit K

TROUTDALE CITY PARKS

Summary:

Crack Sealing	$115
Sand and Seal Pavement	$257
Asphalt Skin Patching	$384
Total:	**$756**

CRACK SEALING:

Facility	Description	Labor Hours	Material Cubes
Sandee Palisades Park	Parking Area	.5	.5
		Cost:	$100

Estimated cost of $115 includes mobilization, travel time and unforeseen work.

SAND AND SEAL PAVEMENT:

Facility	Description	Labor Hours	Material Sand	Material Emulsion
Depot Park Parking Area	Cracks, Alligatored	1 hour	2 cuyds	50 gal

Labor & Equipment:	$180
Material:	$44
Cost:	$224

Estimated cost of $257 includes mobilization, travel time and unforeseen work.

ASPHALT SKIN PATCHING:

Facility	Description	Labor Hours	Material Tons AC
Troutdale City Park	Various potholes in paved surfaces	1	2
Depot Park	Handicap Parking Area (Pothole)	.5	.5

Labor & Equipment:	$272
Material:	$62
Cost:	$334

Estimated cost of $384 includes mobilization, travel time and unforeseen work.

TROUTDALE CITY WATER

Summary:

Sand and Seal Pavement	$449
Asphalt Skin Patching	$120
Total:	**$569**

SAND AND SEAL PAVEMENT:

Facility	Description	Labor Hours	Material Sand	Material Emulsion
Well # 7 Sweetbriar Park	(Seal path edge)	2	3 cuyds	25 gal
	Total:	3 hours	5 cuyds	75 gal
	Labor & Equipment:		$360	
	Material:		$30	
	Cost:		$390	

Estimated cost of $449 includes mobilization, travel time and unforeseen work.

ASPHALT SKIN PATCHING:

Facility	Description	Labor Hours	Material Tons AC
Stark Street Reservoir Access		.5	.5
	Labor & Equipment:		$91
	Material:		$13
	Cost:		$104

Estimated cost of $120 includes mobilization, travel time and unforeseen work.

TROUTDALE CITY SEWER

Summary:

Shoulder Maintenance	$390
Crack Sealing	$230
Asphalt Skin Patching	$234
Total:	**$854**

SHOULDER MAINTENANCE:

Facility	Description	Labor	Material
Portland Troutdale Airport			
Lift Station Access Road	Shoulder Potholes	2 Hours	6 cubic yards Road Gravel
			Cost: $340

Estimated cost of $390 includes mobilization, travel time and unforeseen work.

CRACK SEALING:

Facility	Description	Labor Hours	Material Cubes
Troutdale Wastewater Treatment Plant:			
	Roadways and Parking	1	2
		Cost:	$200

Estimated cost of $230 includes mobilization, travel time and unforeseen work.

ASPHALT SKIN PATCHING:

Facility	Description	Labor Hours	Material Tons AC
Troutdale Wastewater Treatment Plant:			
	Pave 3' X 5' gravel excavation near utility valve (Remove gravel, compact fill)	1	1

Labor & Equipment:	$180
Material:	$24
Cost:	$204

Estimated cost of $234 includes mobilization, travel time and unforeseen work.

MEETING DATE: JUN 16 1994

AGENDA NO: C-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment #7 to Supplemental Agreement 3012887

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Bob Pearson TELEPHONE #: 248-3838

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Bob Pearson

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Supplemental Agreement with the City of Wood Village for Multnomah County to perform certain maintenance functions on city streets for Fiscal Year 94-95.

6/17/94 originals to Bob Pearson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN -7 PM 12:10

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

AGEN.PL/BPRJ0954.AGD 6/93

Rev. 5/92

MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 3012887

Amendment # 7

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-13 DATE 6/16/94 DEB BOGSTAD BOARD CLERK

Department Environmental Services Division Transportation Date 5/11/94

Contract Originator Bob Pearson Phone 3838 Bldg/Room 425

Administrative Contact Same as above Phone _____ Bldg/Room _____

Description of Contract Supplemental Agreement with the City of Wood Village for Multnomah County to perform certain maintenance functions on city streets.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Wood Village

Mailing Address 2055 NE 238th Drive
Wood Village, OR 97060-1095

Phone (503) 667-6211

Employer ID# or SS# _____

Effective Date July 1, 1994

Termination Date June 30, 1995

Original Contract Amount $ _____

Total Amount of Previous Amendments $ _____

Amount of Amendment $ 24,803

Total Amount of Agreement $ _____

Remittance Address (If Different) _____

Payment Schedule / Terms

- ☐ Lump Sum $_____ ☐ Due on receipt
- ☒ Monthly $ as work is performed ☐ Net 30
- ☐ Other $_____ ☐ Other_____
- ☐ Requirements contract - Requisition required.
  Purchase Order No. _____
- ☐ Requirements Not to Exceed $_____

REQUIRED SIGNATURES:

Encumber: Yes ☐ No ☐

Department Manager [signature] Date 5/24/94

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel [signature] Date 6/3/94

County Chair / Sheriff [signature] Date June 16, 1994

Contract Administration (Class I, Class II Contracts Only) _____ Date _____

VENDOR CODE	VENDOR NAME	TOTAL AMOUNT	$	

LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6410			2776					
02.											
03.											
★	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

SUPPLEMENT NO.7

to

Agreement dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Wood Village, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expires on June 30, 1994.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 1995, and amended to include Exhibits A through G attached hereto, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Wood Village

By _____
Don Robertson, Mayor

By _____
Sheila Ritz, City Administrator

Multnomah County, Oregon

_____
Beverly Stein,
Chair of the Board

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Deputy County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-13 DATE 6/16/94
DEB BOGSTAD
BOARD CLERK

Exhibit A

SUMMARY OF ESTIMATED COST FOR WOOD VILLAGE FISCAL YEAR 94-95

Contract Asphalt Paving		$17,011
Contract Paving Preparation		$932
Crack Sealing		$2,358
Asphalt Skin Patching		$960
Street Sweeping		$3,542
	Total	**$24,803**

Exhibit B

WOOD VILLAGE CONTRACT PAVING

Street		Estimated Tons A.C.
NE 239th Pl	(NE Glisan St to NE Holladay St)	238 tons
NE Oregon St	(NE 239th Pl to NE 238th Dr)	247 tons
	Approximate Total:	**485 tons**
	Cost:	**$14,792**

Cost based on $30.50 per ton estimate

Estimated cost of $17,011 includes material testing and inspection.

Exhibit C

WOOD VILLAGE CONTRACT PAVING PREPARATION

Street	Location / Description	Labor	Cost
NE 239th Pl	NE Glisan St to NE Holladay St		
	Manual Cleaning:	4 hours	$225
	Machine Cleaning:	2 hours	$180
		Sub total:	$405
NE Oregon St	NE 239th Pl to NE 238th Dr		
	Manual Cleaning:	4 hours	$225
	Machine Cleaning:	2 hours	$180
		Sub total:	$405
		Total:	**$810**

Estimated cost of $932 includes mobilization, travel time and unforeseen work.

NOTE: **In addition, the City of Wood Village will be responsible for coordinating any brush removal or tree trimming that may be needed to facilitate the operation of contractor's paving equipment.**

BTRJ0899.DOC

Exhibit D

WOOD VILLAGE CRACK SEALING

Street	From To	Material (Cubes)	Labor (Hours)
NE 238th Pl	NE Glisan St north to cul de sac	2	1
NE 239th Pl	NE Glisan St north to dead end	2	1
NE Oregon St	NE 239th Pl to NE 238th Dr	4	2
NE Holladay St	NE 239th Pl to NE Shamrock Dr	3	1.5
NE Shamrock Dr	NE 236th Ave to NE 238th Pl	2	1
NE 237th Ave	South off NE Arata Rd	1	.5
NE 235th Ave	North off NE Arata Rd	1	.5
NE Village Ct	West off NE 235th Ave	1	.5
NE 231st Ct	North off NE Arata Rd	2	1
NE Birch Ave	Just west of NE 238th Dr	1	.5
NE 230th Ct	South off NE Halsey St	1	.5
	Total:	**20 cubes**	**10 hrs**
	Cost:	**$2,050**	

Estimated cost of $2,358 includes mobilization, travel time and unforeseen work.

Exhibit E

WOOD VILLAGE ASPHALT SKIN PATCHING

Street	Location	Material (Tons AC)	Labor (Hours)
NE 238th Pl	NE Glisan St north to cul de sac Depression in center of cul de sac and @ 705	2	1.5
NE Oregon St	NE 239th Pl to NE 238th Dr Manhole depression @ 24103	2	1
NE 238th Pl	North of NE Holladay St Pothole along curb @ 1070 mailbox	-	.5
NE 237th Ave	South off NE Arata Rd Crosscut @ 1354	.5	.5
NE 235th Ave	North off NE Arata Rd Along curb @ 167, 1' X 4'	.5	.5
	Total:	**5 tons**	**4 hours**
	Cost:	**$849**	

Estimated cost of $960 includes mobilization, travel time, and unforeseen work.

Exhibit F

WOOD VILLAGE STREET SWEEPING

Routine sweeping of Wood Village Streets

One Sweeping		$616
No. of sweepings per year	X	5
Cost:		**$3,080**

Estimated cost of $3,542 includes mobilization, travel time, and unforeseen work.

Exhibit G

CITY OF WOOD VILLAGE

For emergency, and unforeseen work as required and agreed to by the City and the County.

Costs to be billed at current employee, equipment, and overhead charges.

CONTRACT #800215

MEETING DATE: JUN 16 1994

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Portland Community College and the Sheriff's Office

BOARD BRIEFING: *Date Requested:* _____

Amount of Time Needed: _____

REGULAR MEETING: *Date Requested:* June 16, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office *DIVISION:* Corrections

CONTACT: Larry Aab *TELEPHONE #:* 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY *(Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):*

Intergovernmental Agreement between Portland Community College and the Sheriff's Office to allow for GED testing for imates at Multnomah County Correctional Facilities and provide coordination with State Department of Education.

CONSENT

6/17/94 ORIGINALS TO LARRY AAB

BOARD OF COUNTY COMMISSIONERS
1994 JUN -7 PM 12:26
MULTNOMAH COUNTY OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper &c.

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222

Rev. 5/92

MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800215

Amendment # _____

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-1 DATE 6/16/94 DEB BOGSTAD BOARD CLERK

Department Sheriff's Office Division Corrections Date March 25, 1994

Contract Originator William T. Wood Phone 248-3256 Bldg/Room 119/307

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/225

Description of Contract Allow for GED testing for inmates at Multnomah County Correctional facilities and provide coordination with State Department of Education.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Portland Community College

Mailing Address P.O. Box 19000
Portland, OR 97219
Attn: Robert Palmer

Phone (503) 244-6111 Ext. 4372

Employer ID# or SS# 93-0575187

Effective Date July 1, 1994

Termination Date June 30, 1995

Original Contract Amount $ 14,000

Total Amount of Previous Amendments $ _____

Amount of Amendment $ 14,000

Total Amount of Agreement $ _____

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☒ Other $ as billed ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

REQUIRED SIGNATURES:

Department Manager _____ Date March 25, 1994

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel _____ Date 6/2/94

County Chair / Sheriff _____ Date June 16, 1994

Contract Administration (Class I, Class II Contracts Only) _____ Date _____

Encumber: Yes ☐ No ☒

VENDOR CODE			VENDOR NAME				TOTAL AMOUNT	$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	168	025	4043			6110					
02.											
03.											
*	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

Contract No: 800215

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and Portland Community College ("PCC"). As used in this Agreement, MCSO, COUNTY and PCC will be referred to collectively as the "parties."

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the Portland Community College District is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq; and

WHEREAS, ORS 341.315 provides that the county may contract with community college district to provide services of an educational nature; and

WHEREAS, Portland Community College is a college sanctioned by the State of Oregon, that provides GED instruction and

testing, and maintains a GED/ABE/ESL instructional program both on campus and in other locations; and

WHEREAS, the MCSO desires to maintain a GED testing program for inmates in MCSO Correctional Facilities;

IN CONSIDERATION of those mutual promises and terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

DESCRIPTION OF SERVICES

1. Portland Community College agrees to perform as follows:
   - A. Provide training and test examiner status to referred MCSO staff who will be responsible for the actual GED test administration within the facilities.
   - B. Register and maintain registration records for all inmates participating in the testing program.
   - C. Transmit test records to Salem in a timely manner.
   - D. Collect and remit the State processing fees and student service charges.
   - E. Provide GED test materials.
   - F. Provide persons tested under this program the opportunity to complete their GED testing at PCC after their release for custody.
   - G. Prepare and maintain records related to the administration of the testing program.
2. MCSO agrees to perform as follows:
   - A. Provide administration and supervision of GED testing

within the MCSO facilities during established testing hours, and provide PCC with the location sites, calendar of test date and hours, and:

B. Arrange for physical facilities, equipment and security arrangements for GED testing, which are within State and Department of Education standards, PCC standards, and will notify the College that these standards have been met, and:

C. Provide information to Robert Palmer, Chief Examiner, indicating when participant is released from confinement.

COMPENSATION

3. The MCSO shall pay PCC, upon receipt of a monthly request for payment, forty dollars ($40.00) per inmate registered for testing during the month.

State processing fee - $15.00

PCC (test purchase, record keeping, etc) Fee $23.00 per individual tested.

Business office billing fee - $2.00

4. Fees associated with this Agreement shall not exceed $14,000.00 throughout the Agreement period.

OTHER CONDITIONS

5. The parties agree that any and all instructors from PCC are employees of PCC and are not employees, agents, or representatives of the MCSO for any purpose.

6. The parties agree that this Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

7. The parties agree to comply with all applicable requirements of Federal and State civil rights law and rehabilitation statutes.

8. If PCC is determined by Multnomah County to be a sub-recipient of federal funds passed through Multnomah County, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public law 98-502, to non-profit organizations.

9. The parties shall maintain worker's compensation insurance coverage for all its personnel, either as a carrier or self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

INDEMNIFICATION AND LIABILITY

10. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless PCC, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the

acts, errors or omissions of MCSO personnel acting pursuant to the terms of this Agreement.

11. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, PCC shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of PCC personnel acting pursuant to the terms of this Agreement.

CONTRACT MODIFICATION AND TERMINATION

12. This Agreement shall begin on July 1, 1994 and terminate June 30, 1995.

13. MCSO, by written notice of default, may terminate this Agreement if PCC fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

14. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.

15. Upon termination before completion of the services, payment to PCC shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by PCC against the MCSO under this Agreement.

16. Termination under any provision of this paragraph shall not affect any right, obligation or liability of PCC which accrued prior to termination.

17. PCC and MCSO agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both PCC and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

DISPUTE RESOLUTION

18. While the parties have attempted to make an Agreement anticipating and addressing their concerns, MCSO, COUNTY and PCC acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. MCSO, COUNTY and PCC agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.

19. MCSO, COUNTY and PCC agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates

arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

20. The Multnomah County Sheriff designates Bill Wood, Program Division Commander, Corrections Branch, to represent MCSO in all matters pertaining to administration of this Agreement.

21. PCC designates Robert Palmer to represent PCC in all matters pertaining to administration of this Agreement.

22. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Bob Skipper Multnomah County Sheriff 12240 NE Glisan Street Portland, OR 97230	Robert Palmer Portland Community College P.O. Box 19000 Portland, OR 97219

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

PORTLAND COMMUNITY COLLEGE

Dr. Daniel F. Moriarty,
President

DATE: _____

MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

DATE: June 16, 1994

Bob Skipper, Sheriff

DATE: _____

REVIEWED:
Lawrence Kressel
Multnomah County Counsel

By: Jacqueline Weber

DATE: 6/2/94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-1 DATE 6/16/94
DEB BOGSTAD
BOARD CLERK

CONTRACT #800714

MEETING DATE: JUN 16 1994

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between The Port of Portland and the Sheriff's Office

BOARD BRIEFING: *Date Requested:* _____

Amount of Time Needed: _____

REGULAR MEETING: *Date Requested:* April 28, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office *DIVISION:* Enforcement

CONTACT: Larry Aab *TELEPHONE #:* 251-2489
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY *(Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):*

Intergovernmental Agreement between The Port of Portland and the Sheriff's Office to lease the land and/or improvements located at Terminal 1 for the River Patrol's house boat moorage for the period May 1,1994 through June 30, 2004.

REGULAR

6/17/94 ORIGINALS to LARRY AAB
6/27/94 FAX COPIES to FAX MALLOY & JOHN HACHEY

SIGNATURES REQUIRED:

@ Port of Portland

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222

0516C/63 *6/93*

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN -7 PM 4:42

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER

TODAY'S DATE: April 14, 1994

REQUESTED PLACEMENT DATE: April 28, 1994

RE: IGA Between MCSO and Port of Portland (PORT)

I. Recommendation/Action Requested:

Request commitment from the Board to approve this IGA.

II. Background/Analysis:

This IGA between MCSO and the Port of Portland (Port) permits MCSO to "lease" — at no cost — land and/or improvements at the Port's Terminal 1 for River Patrol's house boat moorage from May 1, 1994 through June 30, 2004.

During the past year, MCSO has been negotiating with the Port regarding moving River Patrol's present Willamette River office from Terminal 4 to Terminal 1. Both MCSO and the Port agree that this move would benefit both parties.

III. Financial Impact:

Section 3.1 of the IGA provides,

> "Recognizing the public good and need of the Multnomah County Sheriff's River Patrol, the Port offers this lease free of rent, with the exception that [MCSO] shall be responsible for all utilities, taxes if any, and phone service."

However, MCSO may be responsible to pay to the Oregon Division of State Lands submerged land lease rental costs for the land under water, which belongs to the State and not the Port. The Port will permit MCSO to negotiate directly with the State regarding submerged land lease rental costs, if applicable.

In addition, there will be some costs attendant to making the actual move from Terminal 4 to Terminal 1. Those costs, as provided by Sgt. Curt Hanson (River Patrol), are estimated as follows:

Port of Portland	
Gangway	10,000
Footings	1,500
Gate	750
Water	3,500
Permits	11,950
Conting.	5,000
Port Tot.	31,350

MCSO/Oregon Marine Board	
Dock	10,000
Pilings	7,500
Electrical	4,000
Water util.	2,000
Sewer	7,500
Fuel systems	10,000
Mob./Demob.	4,000
Permit	1,500
Design/plan	5,000
Contingency	5,000
Sub-total	56,500
MCSO portion (1/2 w/OMB)	28,250

IV. Legal Issues:

Standard IGA indemnification issues, except for extensive section on environmental liability indemnification.

V. Controversial Issues:

None noted.

VI. Link to Current County Policies:

Fosters intergovernmental cooperation.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

The Port of Portland, a port district of the State of Oregon.

Port of Portland

Box 3529, Portland, Oregon 97208
503/231-5000

June 1, 1994

cc: Jackie Weber

Sgt. Bruce McCain
Multnomah County Sheriff's Office
12240 NE Glisan, Room 232
Portland, OR 97230

RECEIVED
JUN 06 1994
COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OR

Dear Bruce:

Attached are three original Intergovernmental Agreements between the Port and Multnomah County for signatures. Please have them signed and returned to me no later than Friday, June 17, 1994, in order to have approvals in place to bring this lease before the Port's July Commission meeting. Construction is anticipated to begin in July, but can't begin if the Port's Commission doesn't approve the lease in July.

I understand your only area of concern is the language in Section 6.2.4 which references hazardous substances in existence prior to the commencement date of the Lease. This language has been removed from the lease.

Please give me a call at 978-2413 if there is a problem or you cannot meet our deadline. Thanks.

Very truly yours,

Fay Malloy

Fay Malloy
Tenant Relations/
Contracts Administrator

attachment

cc: Sgt. Curt Hansen

Printed on recycled paper.

Rev. 5/92

MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800714

Amendment # _____

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-2 DATE 6/16/94 DEB BOGSTAD BOARD CLERK

Department Sheriff's Office Division Enforcement Date March 28, 1994

Contract Originator Sgt. Curtis Hanson Phone 288-6788 Bldg/Room 313/River

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract Lease of land and/or improvements located at Terminal 1, for the River Patrol's house boat moorage.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name The Port of Portland

Mailing Address PO Box 3529

Portland, OR 97208

Phone _____

Employer ID# or SS# _____

Effective Date May 1, 1994

Termination Date June 30, 2004

Original Contract Amount $ _____

Total Amount of Previous Amendments $ _____

Amount of Amendment $ _____

Total Amount of Agreement $ _____

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☐ Other $_____ ☐ Other_____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

Encumber: Yes ☐ No ☐

REQUIRED SIGNATURES:

Department Manager _____ Date March 28, 1994

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel _____ Date 6/6/94

County Chair / Sheriff _____ Date June 16, 1994

Contract Administration (Class I, Class II Contracts Only) _____ Date _____

VENDOR CODE			VENDOR NAME				TOTAL AMOUNT	$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	Not applicable										
02.											
03.											
*	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

Contract No. 800714

ORIGINAL

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MULTNOMAH COUNTY SHERIFF'S OFFICE
AND
THE PORT OF PORTLAND

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Contract No. 800714

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 19__, is made and entered into pursuant to the authority found in ORS 190.010 et. seq. and ORS 206.345 by and between MULTNOMAH COUNTY SHERIFF'S OFFICE, (hereinafter referred to as "Lessee"), jointly with and on behalf of MULTNOMAH COUNTY ("County"), and THE PORT OF PORTLAND, a port district of the State of Oregon (hereinafter referred to as the "Port").

RECITALS

The Port desires to lease certain land and/or improvements located at Terminal 1 to Lessee, said land and/or improvements being more particularly described below; and

Lessee is desirous of leasing said land and/or improvements;

The parties intending to be legally bound by the terms and conditions contained in this document, and in consideration of the above declarations, the parties have negotiated the following terms and conditions:

ARTICLE I - PREMISES

Section 1.1 - Description of Premises: The Port leases to Lessee, and Lessee leases from the Port, on the terms and conditions stated below, the land, appurtenances, and buildings thereto consisting of moorage space, located at Terminal 1, slip 1, adjacent to the Port's boathouse, and identified on Drawing No. T1 94-8, attached hereto as Exhibit A and made a part hereof. Upon construction or installation of any additional improvements approved by the Port as provided herein, in, under, or upon the Premises, including without limitation any buildings, roads, driveways, parking areas, landscaped areas, pipes, fences, walls, sidewalks, stairs, tanks, paved areas, utility distribution facilities, or signs (collectively, together with existing improvements, the "Improvements"), such Improvement(s) shall become a part of the Premises except to the extent specifically excluded under the terms of this Lease.

Section 1.2 - Use of Premises:

1.2.1 Lessee may use the Premises only for the following purpose(s): moorage of the Multnomah County River Patrol boat house and house boat, for the purpose of carrying out its duties on the River, including if necessary access to the facility by the public, and to park up to four vehicles in the lot above.

1.2.2 No other use may be made of the Premises without the prior written

approval of the Port. Except as a necessary and incidental use in conjunction with the use authorized for the Premises pursuant to Section 1.2.1 above, without limiting the foregoing restriction on use, no use may be made of, on, or from the Premises relating to the handling, generation, storage, disposal, transportation, or discharge of Hazardous Substances as defined in Section 6.2 hereof. Under no circumstances shall any use be made of, or conduct occur on, the Premises which would cause the Premises, or any part thereof, to be deemed a hazardous waste treatment, storage, or disposal facility requiring a permit, interim status, or any other special authorization under any Environmental Law as defined in Section 6.2 hereof.

Section 1.3 - Appurtenant Rights: Lessee shall, during the term of this Lease and any renewal, have the appurtenant rights specified in Subsection 1.3.1 below, subject to the terms and conditions of this Lease. No other appurtenant rights shall be implied as a part of this Lease. Nothing stated herein shall be construed as to limit in any way the general power and right of the Port to exercise its governmental powers in any way, including such as may affect the Premises, Common Areas, or any other area under the jurisdiction of the Port.

1.3.1 Lessee, its customers, agents, representatives, and invitees shall have the non-exclusive right to use the Common Areas, such right to be in common with others to whom the Port has granted or may grant such similar right. The term "Common Areas," as used herein, shall mean the parking areas, roadways, pedestrian sidewalks, driveways, sidewalks, pedestrian malls, delivery areas, trash removal areas, landscaped areas, security areas, washrooms, and any other areas where such areas have been designated by the Port as areas to be used by the general public, by tenants in common with other tenants, or by general public in common with tenants, provided that nothing stated in this Lease shall prohibit the Port from barring from Port property any person or entity which fails to comply with applicable laws, ordinances and rules and regulations, including those adopted by the Port Commission and those adopted by the Executive Director, or the Executive Director's designee.

Section 1.4 - Port's Right to Relocate:

1.4.1 Lessee acknowledges Port's responsibility to prudently operate, maintain and develop the Port facilities. In executing this responsibility, the Port shall have the right to undertake such actions as the Port, in its sole discretion, deems prudent or necessary. Said right shall include the right of the Port to relocate Lessee, or otherwise provide for the termination of Lessee's rights as provided for herein in the event that Lessee's possession of the Premises conflicts with proposed Port developments, renewals, or replacements.

1.4.2 The Port's rights to relocate Lessee or terminate Lessee's rights to possess the Premises absent a default by Lessee and except as otherwise provided by this Lease, shall be

subject to and in accordance with the following terms and conditions:

1.4.2.1 Any developments, renewals, or replacements shall be in accordance with the Port's then current Master or Strategic Plan.

1.4.2.2 Port shall provide at least six months' advance written notice to Lessee prior to Lessee's vacation.

1.4.2.3 Port shall attempt, in good faith, to agree upon a reasonably suitable substitute facility elsewhere on property owned by the Port on terms and conditions satisfactory to the Port and Lessee.

1.4.2.4 Port and Lessee shall negotiate in good faith to fairly compensate Lessee for the direct costs of its relocation, to reimburse Lessee for the net book value, as defined below, of any Improvements constructed on the Premises with Port approval, and to provide Lessee with a new agreement covering its rights and obligations in the facility or area to which it is relocated. "Net Book Value," as used in Section 1.4.2, shall mean the actual, reasonable, and documented out-of-pocket cost to Lessee of installed or constructed Improvements by Lessee, less salvage value, less accumulated amortization using the straight line method of amortization over the term of this Lease.

1.4.2.5 In the event that a suitable replacement facility or area owned by the Port cannot be found, or in the event that the parties cannot reach agreement under Section 1.4.2.4 above, then in either event Port shall have the right, upon thirty days' written notice to Lessee and reimbursement to Lessee of an amount equal to the unamortized Net Book Value of its Improvements plus the actual, reasonable, documented out-of-pocket cost to relocate Lessee's fixtures, furniture, and equipment, to terminate this Lease and take possession of the Premises and title to all of the Improvements.

1.4.3 Nothing stated in this Section 1.4 shall be construed to limit or restrict the Port's governmental rights of eminent domain. In the event the Port exercises its right of eminent domain, the parties' rights and obligations shall be as provided in the section entitled "Eminent Domain."

ARTICLE II - TERM

Section 2.1 - Term: This Lease shall be effective as of August 1, 1994, and continue thereafter for a period of about ten years, at least until June 30, 2004. In the event the Port and Lessee both agree, this Lease may be thereafter extended for like periods indefinitely.

ARTICLE III - RENT

Section 3.1 - Basic Rent: Recognizing the public good and need of the Multnomah County Sheriff's River Patrol, the Port offers this lease free of rent, with the exception that Lessee

shall be responsible for all utilities, taxes if any, and phone service.

Section 3.2 - Oregon Submerged Land Rental: Lessee shall pay all applicable submerged land lease rental costs to the Port as may now or hereinafter be established or adjusted by the Oregon Division of State Lands. The Port shall allow Lessee the right to negotiate the submerged land lease rental rate with the Oregon Division of State Lands. In the event of disagreement between the Division of State Lands and Lessee, Lessee shall pay such fees directly to the Port, under protest, and continue to pay during the protest period all amounts as they become due. The Port shall deliver such payments to the Division of State Lands.

Section 3.3 - Time and Place of Payments: Lessee shall pay the Port per invoices billed and shall be delinquent if not paid when due. Payment shall be made payable to The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, or such other place as the Port may designate. All amounts not paid by Lessee when due may bear a delinquency charge at the rate of 18 percent per annum. The delinquency charge on overdue accounts is subject to periodic adjustment to reflect the Port's then current rate charged on overdue accounts.

ARTICLE IV - LESSEE'S OTHER OBLIGATIONS

Section 4.1 - Maintenance: Except for the items required to be maintained by the Port pursuant to Section 5.3 herein, Lessee shall keep and maintain the floating Premises up to the bottom of the gangway and shall maintain the fuel storage tank. In addition, Lessee shall be responsible for changing light bulbs on the Premises, shall provide proper containers for trash and garbage, and shall keep the Premises free and clear of rubbish, debris, and litter at all times. The Port shall be responsible for maintaining the gangway, the landscaping, and the utilities to the Premises. Any damage done to the Premises by Lessee or the Port through negligence or error shall be the responsibility of that party to repair.

Section 4.2 - Liens: Lessee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon, or about the Premises, which may be secured by any mechanics', materialsmen's, or other lien against the Premises or the Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, provided that Lessee may in good faith contest any mechanics' or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest,

provided that the Port may require Lessee to procure a payment bond in the amount of the contested lien.

Section 4.3 - Utilities: Lessee shall promptly pay any charges for sewer, water, gas, electricity, telephone, and all other charges for utilities which may be furnished to the Premises at the request of and for the benefit of Lessee, including any and all connection fees and impervious surface fees charged by the governmental entity having jurisdiction. The Port shall not be responsible for verification of location of existing utility lines and/or connections. In the event Lessee desires to install utility lines on or under the Premises, Lessee shall first obtain the Port's written approval to determine the location of such lines. No such installation shall adversely affect the existing lines. Upon the completion of the installation of the new lines, Lessee shall promptly deliver to the Port a survey indicating the location of the newly-installed lines and showing a "metes and bounds" description thereof. Lessee shall maintain and repair all existing and newly-installed utility lines at its sole expense.

Section 4.4 - Access to Premises: Except as provided in Section 4.4.1, the Port shall at all times have the right to enter upon the Premises for the purposes of: (1) inspecting the same; (2) confirming the performance by Lessee of its obligations under this Lease; (3) doing any other act which the Port may be obligated or have the right to perform under this Lease, or reasonably related thereto; and (4) for any other lawful purpose. Such inspections shall be made at a mutually agreeable time except in cases of emergency or pursuant to Section 4.4.1.

4.4.1 **Environmental Inspection**: The Port reserves the right to inspect Lessee's management of Hazardous Substances, as defined in Section 6.2, on the Premises at any time and from time to time without notice to Lessee or subtenant. If the Port at any time during the term of this Lease or any extension thereof has reason to believe that Lessee is managing Hazardous Substances in a manner that may allow contamination of any portion of the Premises, the Port may require Lessee to furnish to the Port, at Lessee's sole expense, an environmental audit or environmental assessment with respect to the matters of concern to the Port. The Port shall have the right to approve the company or individual conducting said audit and the audit procedures and shall be given an original copy of the results. Lessee shall cooperate with all such requests.

Section 4.5 - Hazardous Substances, Spills and Releases:

4.5.1 Lessee shall immediately notify the Port upon becoming aware of: (1) any leak, spill, release or disposal of a Hazardous Substance, as defined in Section 6.2, on, under, or adjacent to the Premises or threat of or reasonable suspicion of any of the same; and/or (2) any

notice or communication from a governmental agency or any other person directed to Lessee or any other person relating to such Hazardous Substances on, under, or adjacent to the Premises or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Premises or activities on the Premises.

4.5.2 In the event of a leak, spill, or release of a Hazardous Substance on the Premises or the threat of or reasonable suspicion of the same, Lessee shall immediately undertake all emergency response necessary to contain, clean-up, and remove the Hazardous Substance and shall undertake within a reasonable time all investigatory, remedial and/or removal action necessary or appropriate to ensure that any contamination by the Hazardous Substance is eliminated. The Port shall have the right to approve all investigatory, remedial, and removal procedures and the company(ies) and/or individuals conducting said procedures. Within thirty days following completion of such investigatory, remedial and/or removal action, Lessee shall provide the Port with a certificate acceptable to the Port that all such contamination has been eliminated as required by federal, state, or local law or regulations.

4.5.3 Not later than thirty days after the end of each Lease Year, Lessee shall provide a written certification to the Port which certifies that Lessee has not received any notice from any governmental agency regarding a violation of any Environmental Law (as defined in Section 6.1.1) and that Lessee has obtained and has in force all permits required under Environmental Law.

ARTICLE V - PORT OBLIGATIONS AND WARRANTIES

Section 5.1 - Port's Warranty of Ownership: The Port warrants that it is the owner of the Premises and has the right to lease said Premises under the terms of this Lease. Subject to Lessee performing its obligations under this Lease, Lessee's possession of the Premises will not be disturbed by the Port or anyone claiming by, through or under the Port and the Port will defend Lessee's right to quiet enjoyment of the Premises from disturbance by anyone claiming by, through or under the Port.

Section 5.2 - Condition of Premises: The Port makes no warranties or representations regarding the condition of the Premises. Lessee has inspected and accepts the Premises in an "as is" condition upon taking possession, and the Port shall have no liability to Lessee for any damage or injury caused by the condition of Premises.

ARTICLE VI - INDEMNITY, INSURANCE, AND DAMAGE AND DESTRUCTION

Section 6.1 - General Indemnity: Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, Lessee shall indemnify, defend and hold harmless the Port, its

officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of Lessee acting pursuant to the terms of this Agreement.

Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, the Port in turn agrees to indemnify, defend and hold harmless Lessee, its officers, employees, and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts errors or omissions of the Port or its assignees acting pursuant to the terms of this Agreement.

Section 6.2 - Hazardous Materials Indemnity: In addition to the indemnity provided in Section 6.1 above, Lessee agrees to indemnify, hold harmless, and defend the Port from and against all costs (as defined below) incurred by the Port or assessed against the Port under Environmental Laws (as defined below) As used in this Section 6.2:

6.2.1 **Costs**: Costs shall include, but not be limited to: (a) all claims of third parties, including governmental agencies, for damages, response costs, or other relief; (b) the cost, expense or loss to the Port of any injunctive relief, including preliminary or temporary injunctive relief, applicable to the Port or the Premises; (c) all expenses of evaluation, testing, and analysis relating to Hazardous Substances, including fees of attorneys, engineers, consultants, paralegal and experts; (d) all expenses of reporting the existence of Hazardous Substances to any agency of the State of Oregon or the United States as required by applicable Environmental Laws; (e) any and all expenses or obligations, including attorney and paralegal fees, incurred at, before, and after any trial or appeal therefrom or any administrative proceeding or appeal therefrom whether or not taxable as costs, including, without limitation, attorney and paralegal fees, witness fees (expert and otherwise), deposition costs, copying, telephone charges and other expenses; and (f) any damages, costs, liabilities and expenses which are claimed to be owed by any federal or state regulating and administering agency.

6.2.2 **Environmental Laws**: Environmental Laws shall be interpreted in the broadest sense to include any and all federal, state, and local statutes, regulations, rules and ordinances now or hereafter in effect, as the same may be amended from time to time, which govern Hazardous Substances or relating to the protection of human health, safety or the environment, including but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et. seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et. seq.); the Superfund Amendment and Reauthorization Act of 1986 (SARA) (P.L. 99-499, October 17, 1986); the Solid Waste Disposal Act (42 U.S.C. §3251, et. seq.); the Federal Fungicide and Rodenticide Act/Pesticide Act (7 U.S.C. §13 et seq.); the Safe Drinking

Water Act (42 U.S.C. §300(f) et seq.); the Clean Air Act (42 U.S.C. §7401 et. seq.); the Federal Water Pollution Control Act/Clean Water Act (33 U.S.C. §1251 et seq.); the Oil Pollution Control Act of 1990 (33 U.S.C. §2761 et seq.); the Oregon Revised Statutes relating to community information on hazardous waste reduction (ORS 453.307 et seq.); toxic use reduction and hazardous waste reduction (ORS 465.003 et seq.); environmental cleanup of hazardous substances, hazardous wastes, and oil contamination (ORS 465.200 et seq.); notice of environmental hazards (ORS 466.360 et seq.); treatment, storage and disposal of hazardous waste and PCBs (ORS 466.005 et seq.); use of PCBs (ORS 466.505 et seq.); spill response and cleanup of hazardous materials and oil (ORS 466.605 et seq.); underground storage tanks (ORS 466.705 et seq.); penalties for noncompliance (ORS 466.880 et seq.); water pollution control (ORS 468.691 et seq.); oil spills (ORS 468.780 et seq.); asbestos abatement (ORS 468.875 et seq.); any similar or equivalent laws; and any implementing laws, regulations, rules and ordinances.

6.2.3 **Hazardous Substances**: Hazardous Substances shall be interpreted in the broadest sense to include any substances, materials, wastes, pollutants, oils, or regulated substances, or contaminants as are defined or designed as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, and shall specifically include asbestos and asbestos-containing materials, petroleum products, including crude oil or any fraction thereof, urea formaldehyde, and any other substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, disposed of, or released.

6.2.4 Promptly upon written notice from the Port or from any governmental entity, Lessee shall remove from the Premises, (including without limitation the soil or water table thereof), at its own cost and expense, all Hazardous Substances, and shall restore the Premises to clean, safe, good, and serviceable condition. Any such cleanup shall be in conformance with all applicable governmental rules and regulations. Any costs incurred by or assessed against the Port shall be paid by Lessee promptly after the Port incurs the obligation to pay such amounts or determines that an assessment is dully owning and so notifies Lessee. As used in this Paragraph, "Premises" shall be deemed to include the soil and water table thereof.

6.2.5 Lessee shall, at its sole expense, defend any and all actions, suits, and proceedings relating to matters covered by the indemnity set forth in Sections 6.1 and 6.2 which may be brought against the Port or in which the Port may be impleaded, and shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be entered against the Port in any such action or proceeding.

Section 6.3 - Insurance:

6.3.1 Lessee shall keep the Premises together with any and all Improvements placed thereon continuously insured either through a self-insurance plan satisfactory to the Port or with an insurance underwriter(s) satisfactory to the Port and authorized to do business in the State of Oregon. The policy(ies) shall be written on an all risk form including flood and earthquake in an amount equal to 100 percent of the new replacement value of the Improvements on the Premises.

6.3.2 Boiler and machinery insurance will be required whenever a facility includes heating or cooling boilers, pressure vessels, or equipment requiring state inspection and certification.

6.3.3 Lessee shall maintain an occurrence form commercial general, automobile wharfinger and protection and indemnity liability insurance policy or policies with a minimum combined single limit of $1,000,000 for the protection of Lessee and the Port, its commissioners, directors, officers, servants, and employees, insuring Lessee and the Port against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to the Premises or occasioned by reason of the operations of Lessee on or from the Premises. Insurance shall include coverage for sudden and accidental, as well as gradual pollution emanating from Lessee's above ground fuel storage tank.

6.3.4 Lessee shall maintain in force Workers' Compensation insurance or self-insurance, including coverage for Employer's Liability, if applicable, Longshore and Harbor Workers' Compensation Act and coverage for activities under the Jones Act.

6.3.5 All insurance shall name the Port, its commissioners, officers, agents, and employees as additional insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by Lessee.

6.3.6 The certificate provided to the Port shall, at a minimum, evidence the date, amount, and type of insurance that has been procured pursuant to this Lease. All policies of insurance shall remain in full force during the term hereof and shall provide for not less than thirty days' written notice to the Port and Lessee before such policies may be revised, nonrenewed, or canceled. Upon request, Lessee shall provide the Port with a copy or copies of any insurance policy provided pursuant to this Lease.

6.3.7 The Port shall have the right to review the limits of insurance required herein at the end of each five-year interval of this Lease. In the event the Port determines that such limits and/or coverage should be modified, the Port will provide notice to Lessee of such determination and Lessee shall, if the limits and/or coverage are changed, modify its limits and/or coverage to comply with the new limits and/or coverage and provide the Port with an updated certificate.

Section 6.4 - Waiver of Subrogation: Except as limited in this Section 6.4, the Port and Lessee agree that each waives any right of action that it may later acquire against the other party to this Lease for loss or damage to that party's property, or to property in which that party may have an interest, to the extent that such loss is covered by any property insurance policy or policies and to the extent that proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the loss or damage. This waiver of subrogation shall not extend to any applicable deductibles under such policy or policies.

ARTICLE VII - TERMINATION

Section 7.1 - Termination by the Port: The Port shall be entitled to terminate this Lease, or possession of the Premises under this Lease, as provided herein and as otherwise provided by law.

Section 7.2 - Termination by Lessee: Lessee shall be entitled to terminate this Lease as provided herein and as otherwise provided by law.

Section 7.3 - Duties on Termination: Upon termination of the Lease or termination of possession for any reason, Lessee shall deliver all keys to the Port, remove Lessee's floating dock facility, remove the gasoline storage tank, and surrender the Premises in good condition. Other alterations constructed by Lessee with permission from the Port shall not be removed but shall be restored to the original condition, unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored, but all repair for which Lessee is responsible shall be completed to the latest practical date prior to such surrender.

Section 7.4 - Environmental Audit: Not later than six months prior to the expiration of this Lease by time or other termination, Lessee shall, at its cost, conduct an environmental audit of the Premises acceptable to the Port to determine if any environmental contamination exists. The Port shall have the right to approve the audit procedures and the company or individual conducting said audit and shall be given an original copy of the results. Lessee shall provide to the Port a supplemental update report as of the last day of the Lease Term. Lessee shall promptly remedy any contamination revealed by such audit in accordance with the then applicable regulations prior to the expiration of the Lease Term. Lessee, upon termination of the Lease for any reason other than expiration of time, shall conduct the environmental audit as required by this Section. The Port, if necessary, will grant Lessee a Permit of Entry for such purpose. In the event Lessee fails to promptly remedy the contamination, the Port shall have the right to remedy

such contamination and charge Lessee all such costs. Lessee agrees to pay to the Port such costs within thirty days after receipt of invoice from the Port, such right to be in addition to any other remedy available to the Port as provided herein, at law, or by equity.

7.4.1 Until such time as Lessee has fulfilled all the requirements of Section 7.3 above, the Port may, at the Port's option, treat Lessee as a holdover tenant and all provisions of this Lease shall apply.

7.4.2 If Lessee does not conduct said audit as required herein, the Port may, at its sole option, complete said audit at Lessee's expense. Until said audit and any remedial actions as required to restore the Premises to an acceptable condition are completed, Lessee shall not be released from any liability for such costs.

ARTICLE IX - GENERAL PROVISIONS

Section 9.1 - Consent of Port:

9.1.1 Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland or the Executive Director's designee.

9.1.2 If Lessee requests the Port's consent or approval pursuant to any provision of the Lease and the Port fails or refuses to give such consent, Lessee shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable, it being intended Lessee's sole remedy shall be an action for specific performance or injunction, and that such remedy shall be available only in those cases in which the Port has in fact acted unreasonably and has expressly agreed in writing not unreasonably to withhold its consent or may not unreasonably withhold its consent as a matter of law.

Section 9.2 - Vacation: Upon vacation or abandonment of the Premises by Lessee prior to the expiration of the Lease Term without written consent of the Port, the Port may enter upon the Premises or any portion thereof and relet and otherwise exercise control over the same. For the purpose of such reletting the Port is authorized, at the cost of Lessee, to make any repairs, changes, alterations, or additions in or to the Premises which may be necessary in the sole discretion of the Port for the purpose of such reletting and compliance with all applicable laws. Such entry and control shall not release Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue to be bound, unless the Port, at the Port's election, shall cancel the Lease. Cancellation shall be effected and the Port and Lessee released from all obligations under this Lease, upon the mailing of such notice of cancellation by the Port to Lessee at Lessee's last known address, provided that Lessee shall not be released from liability which survives termination of the Lease. In the event of abandonment or vacation, title to all

Improvements shall automatically be vested in the Port.

Section 9.3 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to Lessee at Multnomah County Sheriff's Office, 4325 NE Marine Drive, Portland, OR 97218. Date of service of such notice is the date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

Section 9.4 - Time of the Essence: Time is of the essence of each and every term of this Lease.

Section 9.5 - Survival: All covenants and conditions (including but not limited to indemnification agreements), set forth in this Lease, the full performance of which are not required prior to the expiration or earlier termination of this Lease, and all covenants and conditions which by their terms are to survive, shall survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

Section 9.6 - Partial Invalidity: If any provision of this Lease or the application thereof to any person or circumstance is at any time or to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 9.7 - Headings: The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Section 9.8 - Modification: Any modification of the Lease shall be mutually agreed upon and reduced to writing and shall not be effective until signed by the parties hereto.

Section 9.9 - Warranty of Authority: The individuals executing this Agreement warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting herein.

Section 9.10 - Rules and Regulations: The Port or its Executive Director or the Executive Director's designee may, from time to time, adopt and enforce rules and regulations with respect to the use of the Premises and contiguous property owned by the Port, which Lessee agrees to observe and obey.

Section 9.11- Entire Agreement: It is understood and agreed that this instrument contains the entire Agreement between the parties hereto. It is further understood and agreed by Lessee that the Port and the Port's agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by Lessee against the Port for, and the Port shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other oral agreement with the Port being expressly waived by Lessee.

IN WITNESS HEREOF, the parties have subscribed their names hereto the year and date first written above.

MULTNOMAH COUNTY SHERIFF'S OFFICE

By: _____
Bob Skipper
Multnomah County Sheriff

REVIEWED:

By: _____
Date: 6/16/94
Laurence Kressel
Multnomah County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 6/16/94
DEB BOGSTAD
BOARD CLERK

THE PORT OF PORTLAND

By: _____
Mike Thorne
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY

By: _____
Counsel for The Port of Portland

APPROVED BY COMMISSION ON:

_____

RiverPatrol
June 1, 1994

SEWER STUB
IE= 26.50

24' x 50' TEMPORARY OFFICE

STUB OUT & CAP WATER & SEWER LINES (TENANT TO MAKE FINAL CONNECTIONS)

IN GROUND 1" GATE VALVE

EXISTING RIP-RAPPED BANK

TOP OF BANK

EXISTING COMMUNICATION LINE

EXISTING ELECTRICAL LINE

340' PLANTING AREA

EDGE OF EXISTING ASPHALT PAVEMENT

BOATHOUSE
19' x 25 1/2'

STUB OUT & CAP WATER & SEWER LINES (TENANT TO MAKE FINAL CONNECTIONS)

IN GROUND 1" GATE VALVE

SAMPLING S.S. MANHOLE
℄ IE= 25.39
RIM EL= 30.50

NEW 5' WIDE GANGWAY W/ CONCRETE FTG. SEE SHT S-1

BOATHOUSE
24' x 47 1/2'

405 LF 4" SCH. 40 PVC S.S.

NEW 1" WATER LINE
(MIN. DEPTH = 36")

PARKING

SEWER AT CURB
IE= 24.50

NEW 3/4" WATER METER BY CITY OF PORTLAND

N.W. FRONT

TERMINAL 1

MULTNOMAH COUNTY RIVER PATROL
Exhibit Plat

SUBMITTED BY

Drawing No.
T1 94-8

SITE PLAN
SCALE: 1" = 40'

1
C-1

PORT OF PORTLAND
PORTLAND, OREGON

MEETING DATE: JUN 16 1994

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement: South/North Transit Corridor Study

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 16, 1994

Amount of Time Needed: _____

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Ed Pickering TELEPHONE #: 248-3636
BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Ed Pickering

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Multnomah County is a participant in the S/N Transit Corridor Study. The IGA identifies the scope of work, and costs to the County that are reimbursable through METRO. The expenditure budget estimates $35,996 in Transportation Division costs which $26,675 (74%) will be reimbursed from known revenue sources. The remaining $9,321 will be reimbursed from potential future revenue or be covered as a County General Fund expense

6/17/94 ORIGINALS TO ED PICKERING

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Bobby H Williams

1994 JUN -7 PM 12:11
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Betsy Williams, D.E.S. Director

TODAY'S DATE: May 18, 1994

REQUESTED PLACEMENT DATE: June 3, 1994

RE: **Adoption of South/North Corridor Study Intergovt. Agreement**

I. Recommendation/Action Requested:

Recommend adoption of the South/North Transit Corridor Study Intergovernmental Agreement between Multnomah County and Metro, as the lead agency and project sponsor.

II. Background/Analysis:

The Board authorized County involvement in the South/North Transit Corridor Study by Resolution No. 89-145. The IGA for this phase of the study, including alternatives analysis and environmental impact statement, specifies work tasks to be performed by the County and associated costs to be reimbursed by Metro from project funds. A total of 13 agencies in the region are involved in the study being administered by Metro, for which IGA's are being approved.

III. Financial Impact:

Transportation Division costs to perform specified tasks will be reimbursed; such tasks are not eligible for funding through the Road Fund because of Constitutional restrictions. The Project expenditure budget identifies $35,996 in County costs of which $26,675 (74%) will be reimbursed from known revenue sources. The remaining $9,321 will be reimbursed from future revenue sources (see IGA 3.D and .E) being sought by Metro, or from the County General Fund.

IV. Legal Issues:

There are no known legal issues.

V. CONTROVERSIAL ISSUES:

The South/North study will identify alternative transit route alignments and assess potential environmental impacts associated with each alternative. The process will result in selection of a preferred alternative in 1996, with the support of the region. Theses decisions may be controversial.

VI. Link to Current County Policies:

Comprehensive Framework Plan Policy 35: Public Transportation establishes County policies supporting efficient and convenient regional transit services and facilities, and representing community needs in Multnomah County to agencies responsible for public transportation planning, programming and funding.

VII. Citizen Participation:

Metro has established a project Citizen Advisory Committee, representing various public interests and geographic areas, to provide public review and input to the South/North Transit Corridor Study. In addition, public meetings are scheduled throughout the planning process to review work to date, and provide public input.

VIII. Other Government Participation:

The project is regional in nature and involves three counties, five cities, Tri-Met and C-Tran, and other state and regional transportation agencies from the Portland and Southwest Washington geographic region.

Rev. 5/92

MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 301904

Amendment # _____

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-3 DATE 6/16/94 DEB BOGSTAD BOARD CLERK

Department Environmental Services Division Transportation Date May 19, 1994

Contract Originator Ed Pickering Phone 248-3636 Bldg/Room #425

Administrative Contact same as originator Phone 248-3636 Bldg/Room "

Description of Contract Intergovernmental Agreement with Metro specifying County participation in the South/North Transit Corridor Study and reimbursement to the County.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Metro

Mailing Address 600 NE Grand Avenue
Portland, OR 97232

Phone (503) 797-1700

Employer ID# or SS# _____

Effective Date January 1, 1994

Termination Date December 31, 1996

Original Contract Amount $ REVENUE: 26,675-35,996

Total Amount of Previous Amendments $ _____

Amount of Amendment $ _____

Total Amount of Agreement $ 26,675-35,996 Revenue

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☐ Other $_____ ☐ Other_____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

REQUIRED SIGNATURES:

Encumber: Yes ☐ No ☐

Department Manager [signature] Date 5/24/94

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel [signature] Date 6/6/94

County Chair / Sheriff [signature] Date June 16, 1994

Contract Administration (Class I, Class II Contracts Only) _____ Date _____

VENDOR CODE	VENDOR NAME	TOTAL AMOUNT	$

LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6104			2780					
02.											
03.											
★	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

South/North AA/DEIS
Multnomah County - #4
Metro Contract #903681

INTERGOVERNMENTAL AGREEMENT FOR SOUTH/NORTH TRANSIT CORRIDOR STUDY ALTERNATIVES ANALYSIS/DRAFT ENVIRONMENTAL IMPACT STATEMENT

THIS AGREEMENT is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, hereinafter referred to as METRO; and Multnomah County, located at 1620 SE 190th, Portland, Oregon 97233, hereinafter referred to as MULTNOMAH COUNTY.

Recitals:

WHEREAS, METRO and MULTNOMAH COUNTY desire to jointly accomplish a special study of high capacity transit improvements in the South/North Corridor connecting Clackamas County Oregon and Clark County Washington, a study hereinafter known as the South/North Transit Corridor Study Alternatives Analysis/Draft Environmental Impact Statement, or South/North AA/DEIS; and

WHEREAS, METRO is empowered by ORS 268.330(2) to contract with any public agency to plan for the environmental assessment construction, preservation, improvement, operation or maintenance of any mass transit system having significant impact upon the development of the metropolitan area; and

WHEREAS, MULTNOMAH COUNTY has the authority under ORS Chapter 190.101 to enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, The participating jurisdictions include METRO, the Clark County Public Transportation Benefit Area Authority (C-TRAN), the Southwest Washington Regional Transportation Council (RTC), City of Vancouver, Clark County, Washington State Department of Transportation (WSDOT), City of Portland, Tri-County Metropolitan Transportation District of Oregon (Tri-Met), the Oregon Department of Transportation (ODOT), Clackamas County, City of Milwaukie, Multnomah County, City of Oregon City and City of Gladstone; and

WHEREAS, Funding for the South/North AA/DEIS is intended to consist of contributions from the State of Washington, the State of Oregon, the Federal Transit Administration and other Oregon participant(s); and

WHEREAS, The South/North AA/DEIS Project Management Group, which is made up of one member from each participating jurisdiction, has adopted revenue and expenditure budgets of $10,800,000 for the study; and

WHEREAS, The METRO Council and the C-TRAN Board of Directors have directed the regional participants to begin work on the South/North AA/DEIS; and

WHEREAS, On May 5, 1995 METRO and the participating agencies adopted Tier I and Tier I budget estimates that cumulatively exceed the secured study revenues by approximately $2.4 million; and

WHEREAS, On April 21, 1994 the South/North Project Management Group adopted an approach to execute the South/North Tier I and Tier II intergovernmental agreements, of which this is one, before new study funds are secured to cover the projected shortfall; and

WHEREAS, The approach adopted by the South/North Project Management Group agreed that METRO and the participating agencies would prepare a funding plan following the conclusion of the Non-Priority Corridor Study by approximately September 1994 to cover the projected shortfall; and

NOW, THEREFORE, BE IT RESOLVED that in consideration of the mutual covenants herein set forth, METRO and MULTNOMAH COUNTY agree as follows:

Agreements:

1. Scope of Work

MULTNOMAH COUNTY shall perform the responsibilities and deliver the products indicated for each Task in both Tier I and Tier II Work Elements assigned to it in the South/North AA/DEIS Work Plan identified as Exhibit "A," which is attached hereto and incorporated by reference as part of this Agreement.

2. Term of Agreement

The term of the Agreement shall commence on January 1, 1994, and terminate on December 31, 1996, unless terminated earlier under the provisions of the Agreement.

3. Obligations of METRO

A. METRO is the lead agency and project manager for the South/North AA/DEIS and will serve as liaison with the Federal Transit Administration (FTA), State of Washington,

State of Oregon, C-TRAN and other participating jurisdictions in all substantive and procedural matters relating to the study.

B. METRO shall administer funding, including the local match component for the South/North AA/DEIS, including all revenues and expenditures and ensure prompt payment of all invoices upon approval as outlined in the method of payment section of this Agreement.

C. METRO will promptly respond to requests by MULTNOMAH COUNTY for information and consultation regarding MULTNOMAH County Scope of Work for the South/North AA/DEIS.

D. METRO will reimburse MULTNOMAH COUNTY for expenses incurred in the performance of South/North AA/DEIS consultant and staff activities in accordance with the Scope of Work, budget and payment sections of this Agreement.

E. Metro will lead an effort by all participating agencies to prepare a funding plan to secure the additional revenue to fund the full Project Budget in Table 1 of the Work Plan. Metro will present that funding plan to the South/North Project Management Group.

4. Obligations of MULTNOMAH COUNTY

A. MULTNOMAH COUNTY will perform those tasks identified and assigned to MULTNOMAH COUNTY within the South/North AA/DEIS Work Plan (Exhibit A). Task descriptions in the Work Plan, and any applicable corresponding changes in the project budget (identified as Exhibit B attached, hereto and by this reference made a part hereto), may be changed by direction of the Project Management Group (PMG) in a vote as recorded in the minutes of the PMG. Modifications by the PMG will modify the individual work tasks of the Scope of Work of this agreement and any such modifications shall not exceed the total contract amount, subject to the provisions of Section 25 of this agreement.

B. MULTNOMAH COUNTY will participate as required in the project's public involvement activities as outlined in the Scope of Work, and provide support for the Citizens Advisory Committee (CAC) and Expert Review Panel (ERP).

C. MULTNOMAH COUNTY will participate as outlined in the Scope of Work in the study's advisory committees, including the Technical Advisory Committee (TAC), the Project Management Group (PMG) and the Steering Group.

D. MULTNOMAH COUNTY will maintain detailed and accurate records of all funds expended and all work performed with regard to this Agreement, and shall make such records available to METRO for inspection at any reasonable time, as specified in section 6.A. and 6.B.

E. MULTNOMAH COUNTY will submit monthly invoices and progress reports describing progress and work completed. Reports will be itemized by agreed upon budget categories.

5. Compensation to MULTNOMAH COUNTY

A. Total amount of this contract shall not exceed $35,996, subject to the availability of revenue from funding sources (as described below in section 5.B. and 5.C.) and annual appropriations by METRO.

B. As adopted by the South/North Project Management Group on May 5, 1994 and described in Table 1, Exhibit A, the project's expenditure budget for all participating agencies is approximately $10,800,000, exceeding current revenues by approximately 2.4 million. On April 21, 1994, the South/North PMG agreed to authorize METRO to execute the South/North AA/DEIS intergovernmental agreements of which this is one, with the conditions that the IGAs: 1) allow METRO to ensure 100% compensation for allowable expenses incurred for private consultant services contracts with participating agencies, 2) allow METRO to ensure payment of invoices for all other allowable expenses by participating agencies up to approximately 74% of their agency budgets, until 3) the South/North Project Management Group agrees upon a plan to fund the projected shortfall and METRO and/or other participating agencies secure those new funds, at which time 4) METRO will provide written notice that a greater percentage up to the total contract amount will be reimbursed.

C. MULTNOMAH COUNTY shall be compensated for 100% of actual work performed as indicated in the Scope of Work up to $26,675. This represents 100% of the identified private consultant services contracts and approximately 74% of other allowable expenses for the agency budget as described in section 5.D., below. Further compensation up to the total amount of this contract requires written notice from the Project Manager that a greater percentage of actual work performed will be reimbursed. This notice shall be based on receipt of written confirmation of additional revenues from the revenue sources.

D. The Agency Budget attached and incorporated herein as Exhibit B prescribes the amounts that this agency will be reimbursed for its work under the Work Plan. Exhibit B restates the budget for work performed under the existing Pre-AA agreement for the period July 1 through December 31, 1993, and the agency budget for reimbursement under this agreement for the period following January 1, 1994.

6. Method of Payment

A. For work completed, MULTNOMAH COUNTY shall send METRO monthly invoices accompanied with the description of the work performed totalling one hundred percent

(100%) of the actual costs MULTNOMAH COUNTY has incurred up to the limits specified in Exhibit B, Budget Summary. MULTNOMAH COUNTY shall submit the invoice in a format specified by METRO. These invoices shall document services provided by MULTNOMAH COUNTY itemized by task and Work Element as specified in the Scope of Work and supported by documentation for reimbursable costs. METRO will review invoices for consistency with the Scope of Work and this Agreement.

B. All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing the nature and relationship to Work Elements in the Scope of Work for any such charges as further detailed herein. For direct salary costs and fringe benefits, invoice documentation must consist of time sheets listing hours worked by Work Element identified in the Scope of Work and a calculation of the applicable hourly payroll rate and fringe benefits earned based on actual time worked. Time sheets and other applicable fringe benefit information must be retained for inspection.

For direct non-salary costs, invoice documentation must consist of copies of invoices of costs, including but not limited to services performed by contractors, reproduction, computer and communication expense, postage, telephone, supplies and transportation. Major items of equipment required for the tasks identified in the Scope of Work may be purchased with METRO's advance written approval and will be included in the Agreement as direct costs. The cost of specialized items of equipment will be limited to the amount of depreciation during the period of use as ascertained at the completion of the Study. Such items of equipment must be used primarily on, and required for, work incident to this Agreement, and must be of reasonable cost.

Direct costs will also include reasonable travel expenses that are directly related to production of a specific product in the Scope of Work, including meals, lodging, transportation, and incidental expenses for personnel while away from their headquarters overnight. Reimbursement for travel expenses shall be made in conformance with the established reimbursement policy of the agency claiming such expenses. Reimbursement of consultant travel expenses shall be in accordance with the contract with the consultant.

If MULTNOMAH COUNTY uses a project allocation system, MULTNOMAH COUNTY may submit project reports in lieu of time sheets and invoices, provided that the project allocation report consists of, at a minimum, the following elements: date, description (vendor name, employee name), reference number and cost.

An overhead rate may be used for portions of direct costs provided that the overhead rate is adjusted to the actual costs at least annually, and provided that no costs billed as part of the overhead rate are also billed directly. The overhead rate adjustment shall be reflected in an invoice at least annually.

MULTNOMAH County invoice shall contain a statement signed by MULTNOMAH County Project Manager certifying that the costs have been incurred in the performance of the Scope of Work.

C. METRO will compensate MULTNOMAH COUNTY directly for each invoice after METRO has received reimbursement from funding sources consistent with section 5, above. METRO shall coordinate reimbursement requests and payments.

7. Project Managers

The overall coordination and direction of the Project shall be provided by METRO's Project Manager. METRO's Project Manager is Leon Skiles. MULTNOMAH County Project Manager is Larry Nicholas. Any change of Project Manager by METRO or MULTNOMAH COUNTY shall be noticed in writing to the other party.

8. Notices

All notices provided for hereunder shall be in writing and sufficient if deposited in the United States mail, postage prepaid, to the parties addressed as indicated below:

METRO

Leon Skiles
METRO Planning Department
600 NE Grand Avenue
Portland, OR 97232-2736

MULTNOMAH COUNTY

Larry Nicholas
Multnomah County
1620 SE 190th
Portland, Oregon 97233

9. Liability and Indemnity

MULTNOMAH COUNTY shall indemnify METRO for and hold METRO harmless from all claims arising out of the negligent acts or omissions caused by MULTNOMAH COUNTY or MULTNOMAH County officers, employees, or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution. MULTNOMAH COUNTY shall be liable to METRO for any damage to METRO's property or injury to METRO's officers, employees, or agents caused by MULTNOMAH COUNTY, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

METRO shall indemnify MULTNOMAH COUNTY for, and hold MULTNOMAH COUNTY harmless from, all claims arising out of the negligent acts or omissions caused by METRO or METRO's officers, employees, or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution. METRO shall be liable to MULTNOMAH COUNTY for any

damage to MULTNOMAH County property or injury to MULTNOMAH County officers, employees, or agents caused by METRO subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

10. Termination for Default

MULTNOMAH COUNTY shall be deemed to be in material breach if it fails to comply with any provisions of this Agreement or if its progress in performance of its obligations is so unsatisfactory that contract performance of the Scope of Work of this Agreement is seriously impaired. Prior to termination under this provision, METRO shall provide MULTNOMAH COUNTY with written notice of default and allow MULTNOMAH COUNTY thirty (30) days within which to cure the defect. In the event MULTNOMAH COUNTY does not cure the defect within thirty (30) days, METRO may terminate all or any part of this Agreement for default. MULTNOMAH COUNTY shall be paid the contract price only for services performed in accordance with the manner of performance set forth in this Agreement.

MULTNOMAH COUNTY shall be liable to METRO for all reasonable costs and actual damages incurred by METRO as a result of a termination for default.

If, after notice of termination, the parties agree or a court finds that MULTNOMAH COUNTY was not in default or that the default was excusable, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of MULTNOMAH COUNTY, METRO may allow MULTNOMAH COUNTY to continue work, or may treat the termination as a termination for convenience, in which case the rights of the parties shall be the same as if the termination had been for METRO's convenience.

11. Termination for Convenience

METRO or MULTNOMAH COUNTY may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this paragraph shall be effective upon delivery of written notice of termination to METRO or MULTNOMAH COUNTY. Upon termination under this paragraph, MULTNOMAH COUNTY shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this paragraph, MULTNOMAH COUNTY shall submit itemized invoice for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all close-out costs actually incurred by MULTNOMAH COUNTY. METRO shall not be liable for any costs invoiced later than thirty (30) days after termination unless MULTNOMAH COUNTY can show good cause beyond its control for the delay.

12. Applicable Laws

This Agreement shall be governed by the laws of the State of Oregon; provided, however, that Chapter 81.104 of the Revised Code of Washington shall also apply and in the event of any conflict between Chapter 81.104 RCW and the Oregon laws, Chapter 81.104 RCW shall control.

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including but not limited to ORS 279.015 to 279.320 and 279.555.

Specifically, it is a condition of this Agreement that contractor and all employers working under this Agreement are subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide worker's compensation for all their subject workers.

13. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the South/North AA/DEIS shall become public property. All work products provided by METRO pursuant to this Agreement shall be made available to MULTNOMAH COUNTY, and all work products provided by MULTNOMAH COUNTY pursuant to this Agreement shall be made available to METRO.

14. Project Records

Comprehensive records and documentation relating to the Scope of Work in the South/North AA/DEIS project shall be maintained by METRO, MULTNOMAH COUNTY and all of their contractors.

Each party shall establish and maintain books, records, documents, and other evidence of accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the project, separate accounts shall be established and maintained within METRO's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." MULTNOMAH COUNTY shall charge to a Project Account all eligible costs of the project. Costs in excess of the latest approved budget, not performed in accordance with the Scope of Work or attributable to actions which have not received the required approval of METRO, shall not be considered eligible costs.

15. Consultant Selection

Upon request by the Washington State Department of Transportation (WSDOT), METRO and all other participating jurisdictions shall include a representative appointed by WSDOT on the Selection Committee for all agreements. C-TRAN shall notify METRO of its intent to contract in a timely manner. METRO shall be responsible for notifying WSDOT of those contracting opportunities prior to the initiation of the selection process. Notification of such agreement opportunities shall be made to:

Mr. Leon Skiles
Planning Department
METRO
600 NE Grand Avenue
Portland, Oregon 97232-2736
503/797-1725

16. Audits, Inspections, and Retention of Records

METRO, the Washington State Auditor, C-TRAN, the Washington State Department of Transportation, the State of Oregon Secretary of State, the Oregon Department of Transportation the Federal Transit Administration and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of MULTNOMAH County and METRO's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records and other materials pertaining to costs incurred in connection with the project shall be retained by MULTNOMAH COUNTY and METRO and all of their contractors for three years from the date of completion of the project, or expiration of the grant agreement, whichever is later, to facilitate any audits or inspection.

A final determination of the allowability of costs charged to the project may be made on the basis of an audit or other review. METRO shall notify MULTNOMAH COUNTY of any disallowed amounts stating the reasons therefor. Any funds paid to MULTNOMAH COUNTY in excess of the amount to which MULTNOMAH COUNTY is finally determined to be entitled under the terms of this Agreement constitute a debt to METRO, and shall be returned by MULTNOMAH COUNTY to METRO.

17. Independent Contractor

MULTNOMAH COUNTY shall be deemed an independent contractor for all purposes, and the employees of MULTNOMAH COUNTY or any of its contractors, subcontractors, and the

employees thereof, shall not in any manner be deemed to be the employees of METRO. As such, the employees of MULTNOMAH COUNTY, its contractors, and subcontractors shall not be subject to any withholding for tax, social security, or other purposes by METRO, nor shall such contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation of the like from METRO.

18. Compliance With Laws and Regulations

METRO and MULTNOMAH COUNTY shall adhere to all applicable federal, state, and local laws, regulations and policies including, but not limited to those included in "Exhibit C, Federal Requirements," and those related to Workers' Compensation, those in FTA's regulation called the "common rule" and its attachments, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, nondiscrimination, and affirmative action including, but not limited to, those regulations implementing Executive Order No. 11246 of the President of the United States and Section 402 of the Vietnam Readjustment Act of 1973. METRO and MULTNOMAH COUNTY shall adhere to all safety standards and regulations established by METRO for work performed on its premises or under its auspices.

19. Subcontract Inclusions

MULTNOMAH COUNTY shall include language substantially similar to the language contained in exhibit C, Federal Requirements of this Agreement in all subcontracts entered into pursuant to this Agreement.

20. Copyright, Patent Rights, Trademarks, and Trade Secrets

MULTNOMAH COUNTY shall hold METRO harmless, indemnify and pay the entire cost of defending any claim or suit brought against METRO for alleged infringement of a copyright, patent, trademark, or trade secret based on work products supplied by MULTNOMAH COUNTY or infringements caused by MULTNOMAH COUNTY subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

METRO shall hold MULTNOMAH COUNTY harmless, indemnify and pay the entire cost of defending any claim or suit brought against MULTNOMAH COUNTY for alleged infringement of a copyright, patent, trademark, or trade secret based on work products supplied by METRO or infringements caused by METRO subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

21. Subcontractors and Assignments

Neither METRO nor MULTNOMAH COUNTY shall assign any of their respective rights acquired hereunder without obtaining prior written approval from the other party. Any attempted assignment of this Agreement without the written consent of both parties shall be void. Neither MULTNOMAH COUNTY nor METRO by this Agreement incurs any liability to third persons for payment of any compensation provided herein to METRO or MULTNOMAH COUNTY except as provided under the terms of this Agreement.

22. Quality of Work

MULTNOMAH COUNTY agrees that all work shall be completed in a manner consistent with standards prevailing in the industry for similar work. In this regard, MULTNOMAH COUNTY will make every effort to understand METRO's intent with respect to the quality of work expected for this project, and to undertake its work accordingly. Time of performance will be a critical factor in the success of this effort. MULTNOMAH COUNTY shall make every effort to comply with the Scope of Work during its performance of activities under this Agreement's time lines.

23. Reports

Publication of all reports shall give credit to the funding parties (the Federal Transit Administration, the State of Oregon, the State of Washington, Metro, C-TRAN and Tri-Met). The following statement will be included in each report:

> "Preparation of report has been funded in part by the Federal Transit Administration, the State of Oregon, the State of Washington, Metro, C-TRAN, and Tri-Met. The opinions, findings and conclusions expressed in this report are those of the authors and are not necessarily those of the Federal Transit Administration, the State of Oregon, the State of Washington, Metro, C-TRAN, or Tri-Met."

24. Labor and Material

MULTNOMAH COUNTY shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all tasks identified in the Scope of Work, all at no cost to METRO other than the compensation provided in this Agreement.

25. Agreement Modifications

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration

of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

26. Severability

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this contract.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

METRO

By:_____

Name:_____

Title:_____

Date:_____

MULTNOMAH COUNTY

By: Beverly Stein

Name: Beverly Stein

Title: Multnomah County Chair

Date: June 16, 1994

APPROVED AS TO FORM:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 6/16/94
DEB BOGSTAD
BOARD CLERK

EXHIBITS:
A: South/North AA/DEIS Work Plan
B: Agency Budgets
C: Federal Requirements

REVIEWED
By _____ 6/6/94
MULTNOMAH COUNTY COUNSEL

903-681.IGA/bc

South North

Transit Corridor Study

Work Plan

April 1994

METRO

Work Plan

South/North Transit Corridor Study

Alternatives Analysis/
Draft Environmental Impact Statement

"The preparation of this report has been financed in part by the Federal Transit Administration, the state of Oregon, the state of Washington, Metro, C-Tran and Tri-Met. The opinions, findings and conclusions expressed in this report are those of the authors and are not necessarily those of the Federal Transit Administration, the state of Oregon, the state of Washington, Metro, C-Tran or Tri-Met.

Metro

600 N.E. Grand Avenue
Portland, Oregon, 97232
(503) 797-1700

April 29, 1994

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Introduction

I. Introduction

A. Study Purpose

The purpose of the South/North Transit Corridor Alternatives Analysis/Draft Environmental Impact Statement (AA/DEIS) study is to define and evaluate a variety of transit alternatives and to select a locally preferred alternative from among those alternatives. The priority corridor for the South/North study was selected by the Portland/Vancouver Metropolitan region through the I-205/Milwaukie and the I-5/I-205 Portland/Vancouver Preliminary Alternatives Analyses (Pre-AA's) Studies. Appendix A includes copies of the resolutions that adopted the South/North Priority Corridors. As a result of the Pre-AA studies, the Milwaukie Corridor in the South, and the I-5 Corridor in the North were selected to be included in a single unified Priority Corridor to advance into AA/DEIS.

The process for selecting a Locally Preferred Alternative from a wide range of mode, alignment and termini alternatives will be made through a two tier process.

- Tier I (July 1993-August 1994) The purpose of Tier I is to select a preferred mode, study termini and small number of promising alignment alternatives to advance into Tier II.

- Tier II (September 1994-March 1996) The purpose of Tier II is to evaluate the alternatives defined in Tier I, to prepare and publish a Draft Environmental Impact Statement evaluating those alternatives and to select a Locally Preferred Alternative (LPA). If the LPA includes a build alternative, it would be advanced into the Preliminary Engineering/Final Environmental Impact Statement (PE/FEIS) step of the federal planning process.

B. Description of the Corridor

The **South/North Corridor** [Figure 1] is part of the Portland, Oregon/Vancouver, Washington metropolitan region which consists of Clackamas, Multnomah and Washington Counties in Oregon and Clark County in Washington state. The **South/North Corridor** encompasses a south/north oriented travel shed between Clackamas County, the Portland CBD and Clark County.

The Corridor has been divided into seven *"segments"* to facilitate the organization of the analysis and this report. These segments are the largest units of disaggregation which will be used and will be further subdivided, as necessary, to accommodate the analytical needs of the AA/DEIS study. Figure 2 illustrates the segments and the general alternatives within each segment that will be examined in Tier I. In evaluating the segments, two fundamental questions will be addressed:

[a] Should High Capacity Transit [HCT] extend through the segment, and, if so,

[b] What is the best alignment through the segment.

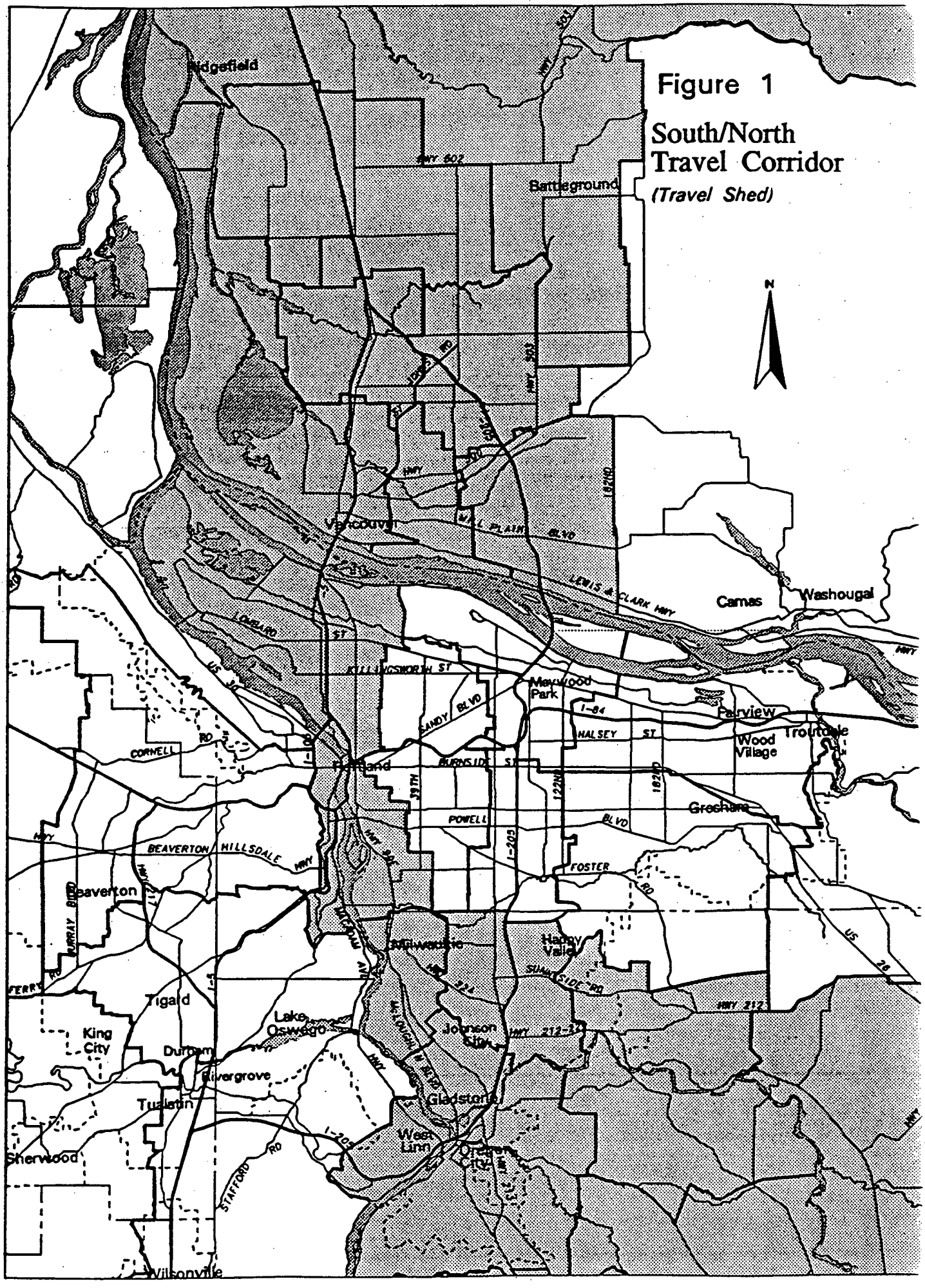


Figure 1
South/North
Travel Corridor
(Travel Shed)
N
Ridgefield
Battleground
Vancouver
Camas
Washougal
Lewis & Clark Hwy
Maywood Park
Parkview
Troutdale
Wood Village
Gresham
Beaverton
Tigard
King City
Durham
Lake Oswego
Tualatin
Sherwood
Wilsonville
West Linn
Oregon City
Gladstone
Johnson City
Happy Valley
Clackamas
Multnomah
Columbia
Clark
Skamania
Hood River
Wasco
Sandy Blvd
Halsey St
Burnside St
Powell Blvd
Foster Rd
Cornell Rd
Beaverton Hillsdale Hwy
Murray Blvd
Stafford Rd
Hwy 212
Hwy 224
I-5
I-84
I-205
I-405
US 26
US 30

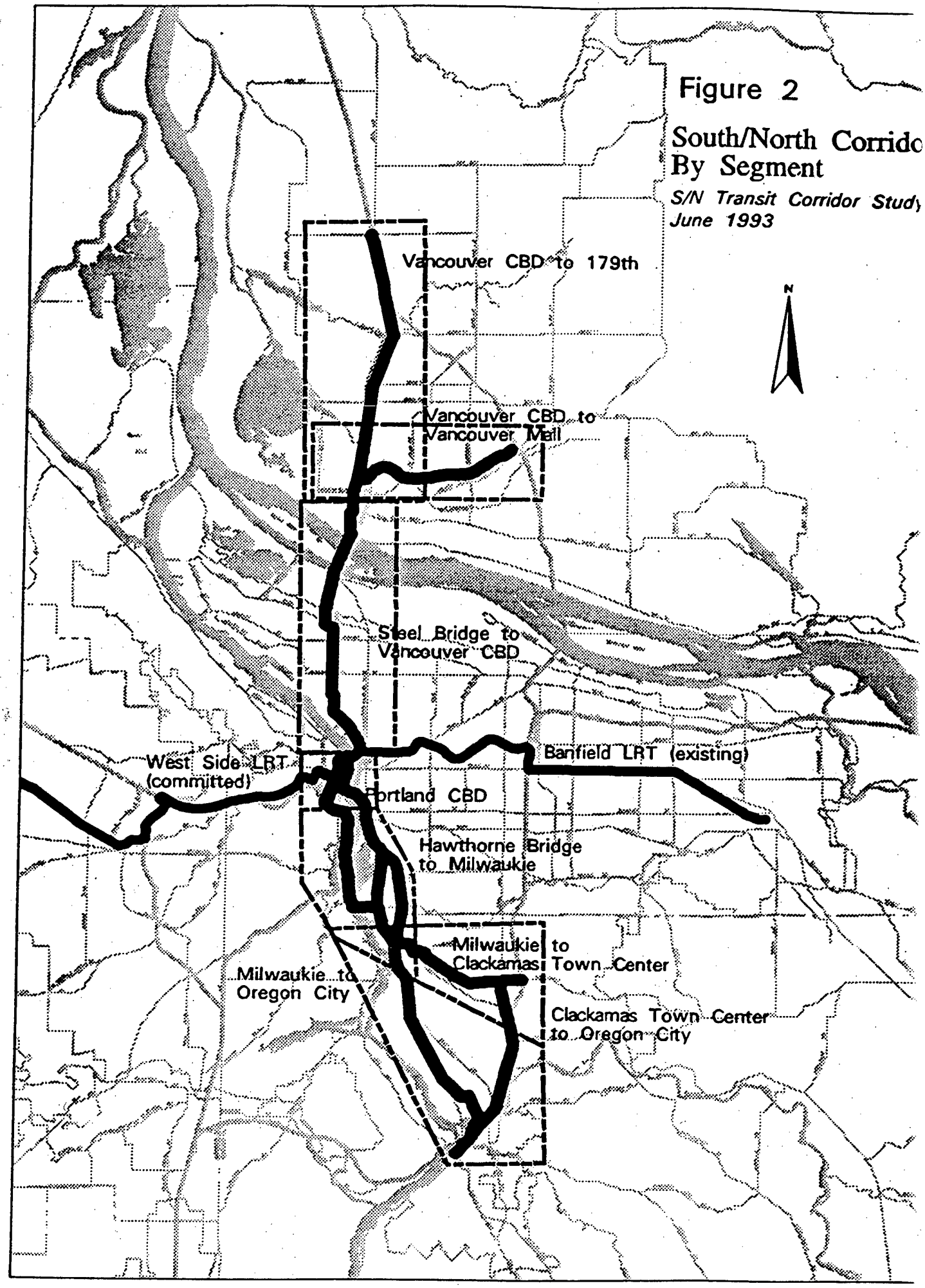


Figure 2

South/North Corrido
By Segment

S/N Transit Corridor Study
June 1993

Starting from the southern end, the South/North Corridor is defined as follows:

Oregon City to Milwaukie Segment. This segment extends northeasterly and northwesterly from the City of Oregon City CBD and includes mostly residential areas in urbanized Clackamas County which falls on the eastside of the Willamette River. It incorporates the cities of Oregon City, Gladstone, Johnson City and Milwaukie. Oregon City is the southern most termini option to be examined in this study. The major highways serving this segment are I-205 and McLoughlin Boulevard and Highway 224. The major arterials in this segment include River Road, Lake Road and Oatfield Road.

Clackamas Town Center to Milwaukie Segment. This segment extends westerly from the Clackamas Town Center (CTC) area to the City of Milwaukie CBD and includes some residential areas and the rapidly growing commercial districts in the I-205/ Sunnyside area. The CTC area is one of the southern termini options to be examined in the study. This segment incorporates the Clackamas Town Center, the second largest shopping mall in the State of Oregon, and other retail centers and office complexes which have developed around CTC area. The major east-west highway serving this segment is Highway 224. The major arterials in this segment include Railroad Avenue, Harmony Road, Lake Road and Sunnyside Road.

Milwaukie to Portland CBD Segment. This segment extends northwesterly from the Milwaukie CBD to the south end of downtown Portland. There are several opportunities for crossing the Willamette River. The crossings choices include the Sellwood Bridge in the south, the vicinity of the Ross Island Bridge, a new bridge in the vicinity of the Marquam Bridge referred to as the "Caruthers Bridge" and the Hawthorne Bridge.

There are two distinct areas in this segment which are separated from each other by the Willamette River. The "Eastbank" portion extends north from the Milwaukie CBD on the east side of the Willamette River to the Hawthorne Bridge on the eastside of the Willamette River and includes the Central Eastside Industrial District, residential and neighborhood commercial areas in close-in Southeast Portland neighborhoods; such as Brooklyn, Sellwood and Eastmoreland, and the core of the City of Milwaukie. The major highway in this sector is McLoughlin Boulevard. The sector is also served by several minor arterials such as S.E. 17th Avenue and S.E. Milwaukie Avenue.

The other area, the "Westbank" portion extends more westerly from the Milwaukie CBD, crosses the Willamette River in the vicinity of the Sellwood Bridge and goes north along the Westbank of the Willamette River to downtown Portland. This area includes residential and commercial areas in the North Macadam district and the John's Landing area and the same area as the southeast area from the Sellwood Bridge to the City of Milwaukie. The major arterial serving this area is Macadam Avenue.

Portland CBD Segment. This segment includes the entire downtown Portland area that lies within the I-405 Freeway Loop and the Willamette River. This area incorporates the high- density commercial district within downtown Portland which serves as the cultural, financial, retail and business center of the metropolitan region and the State of Oregon.

Portland CBD to Vancouver CBD Segment. This segment extends northerly from the Steel Bridge on the eastside of the Willamette River, crosses the Columbia River and

terminates north of downtown Vancouver. This area incorporates the Oregon Convention Center, the Oregon Arena Complex, the commercial developments in the Lloyd Center District, the residential and neighborhood commercial areas in north and north east Portland, the Albina District, Emanuel and Kaiser Medical Facilities, Portland International Raceway, Portland Meadows, the Exposition Center, commercial developments at Jantzen Beach and the city of Vancouver CBD. The major highway serving this segment is I-5. Major arterials include Interstate Avenue and Martin Luther King [MLK] Boulevard, Lombard Avenue, and Denver Avenue.

Vancouver CBD to N.E. 179th Street Segment. This segment extends northerly from north of the Vancouver CBD to N.E. 179th Street in unincorporated Clark County. 179th Street is the northern most termini option to be studied. This segment incorporates residential and neighborhood commercial centers in northern Vancouver, Hazel Dell and Salmon Creek. It also includes the catchment area for trips coming from the northern portion of Clark County including the Battleground area and the future site of a Washington State University satellite campus. The major road facilities serving this segment are I-5 and Highway 99.

Vancouver CBD to Vancouver Mall Segment. This segment extends northeasterly from north of the Vancouver CBD to the Vancouver Mall area, which is another of the northern termini options for this study. It incorporates residential areas and industrial developments in eastern Vancouver and portions of unincorporated Clark County and the Vancouver Mall area. It also includes the catchment area for trips coming from the eastern portion of Clark County including the Camas and Washougal areas. The major arterials in this segment include SR-500 and Fourth Plain Boulevard.

C. Previous HCT Studies

Banfield LRT. In 1986, construction was completed on Portland's first high capacity transit facility, an LRT line, connecting downtown Portland to Gresham. Completed with Interstate Transfer and Section 3 funds, the line crosses the Willamette River on the Steel Bridge, parallels I-84 across I-205 to the Gateway Transit Center, and parallels Burnside Road to Gresham.

Westside Project. In 1983, the region completed the Westside Corridor Project Alternatives Analysis/Draft Environmental Impact Statement (AA/DEIS) study. The locally preferred alternative includes light rail transit from the Portland CBD via Highways 26 and 217 to downtown Beaverton, and on to 185th and Baseline via the Burlington Northern Railroad (BNRR). The region recently completed a Supplemental DEIS (SDEIS) and FEIS for the Westside Corridor. It affirmed the selection of LRT as the preferred mode and refined alignment choices along Highway 26, through downtown Beaverton and in the vicinity of 185th Avenue. Tri-Met and FTA signed a Full Funding Grant Agreement for the Westside Project. Final design has been initiated and the first of several construction contracts and the rail car purchase contract have been executed. Construction on the project will begin in the July 1993.

Bi-State Corridor: Regional LRT System Plan. In 1986, Metro completed the Bi-State Corridor LRT Feasibility Study for the purpose of implementing light rail transit as

compared to expanding existing bus service to meet future travel needs between Clark County and the Portland metropolitan area. The analysis was also intended to help determine if LRT is feasible, which river crossing makes the most sense and which alignment options have severe impacts or "fatal flaws" which would eliminate them from further consideration. The study resulted in findings that recommended the inclusion of I-5 LRT into the regional LRT system as a long-term option. Secondarily, the study recommended the elimination of the I-205 LRT link between the Vancouver Mall and Gateway from further consideration at this time.

I-205 Corridor Phase I AA. In 1987, Metro completed the Phase I Alternatives Analysis in the I-205 Corridor from the Portland International Airport to the Clackamas Town Center. As a result of that study, it was determined that there should be further consideration of LRT in the corridor. The region formally requested withdrawal of the I-205 bus lanes from the Interstate system and transfer of this funding toward an alternate HCT purpose. Concurrently, at the direction of FTA, Metro submitted a grant application to initiate an Alternatives Analysis / Draft Environmental Impact Statement in the I-205 Corridor. The U.S. Department of Transportation approved the bus lane withdrawal in September, 1989. Subsequently, the region has decide to conduct the I-205/Milwaukie Preliminary AA to determine a Southeast Priority Corridor, rather than proceeding directly with the I-205 AA.

Milwaukie Corridor Phase I AA. In 1984, Metro completed a Phase I Alternatives Analysis in the corridor from Portland to Milwaukie. Through that study, it was determined that high capacity transit (HCT) improvements appeared to be potentially cost effective in working to solve the corridor's transportation problems and that HCT, including LRT, alternatives should be studied further. In addition, the interrelationship of transit to the need for and timing of highway improvement in the McLoughlin Boulevard corridor was established. Adoption of the McLoughlin Boulevard Improvement Program included the recommendation that the Milwaukie Corridor be the next priority corridor for use of Section 3 funding after the Westside Corridor for initiation of Alternatives Analysis. This has been reconfirmed several times through subsequent actions of the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council.

Hillsboro Corridor. In 1990, the Hillsboro Corridor AA/DEIS study was initiated to determine whether the Westside LRT line should be extended west past 185th into downtown Hillsboro. The alignment would generally use a partially abandoned BNRR alignment, except in downtown Hillsboro where it would use surface streets. LRT has been selected as the locally preferred alternative, the corridor has advanced into the Preliminary Engineering/Final Environmental Impact Statement (PR/FEIS) phase. It is anticipated that the Hillsboro extension will be amended into the Westside Project's Full-Funding Agreement allowing concurrent construction with the Westside Project.

Bi-State Transportation Study. The Intergovernmental Resource Center (IRC) and Metro jointly conducted the Bi-State Transportation Study. The study analyzed existing and forecast bi-state transportation conditions, identified existing and forecast transportation needs, and identified a methodology to assess the impacts of bi-state accessibility on economic development. Preliminary findings of the study indicate the I-5 Bridge is the single most congested link in the study. The findings also show that because of the congestion on the I-5 Bridge, traffic backups will occur north to the

downtown Vancouver segments of I-5 and south through Hayden Island. Other significant capacity deficiencies were found to occur on the following segments:

- I-5, SR-14 to SR-500 in Vancouver;
- I-5, Lombard to Denver in Portland; and,
- I-205, I-84 to Columbia Boulevard in Portland.

Clark County HCT Studies. In October 1991, the Intergovernmental Resource Center (IRC) in Clark County completed two interrelated HCT system planning studies for the C-TRAN Board of Directors. The study entitled *I-205 Bridge LRT Retrofit Study* examined the feasibility of retrofitting either LRT or exclusive busway operations onto the existing I-205 Bridge. It was found that it is feasible both geometrically and structurally to retrofit the bridge with either LRT or exclusive busway. The study also addressed such issues as traffic impacts, rail electrification, and transit operations. The study entitled *Internal Clark County HCT Analysis* examined a wide range of HCT options for the I-5 corridor, the I-205 corridor, and a cross-county corridor. The study findings resulted in a decision to not pursue further HCT analysis at this time in the Fourth Plain Boulevard cross-county corridor. Study findings also resulted in a decision to pursue a locally funded pre-alternatives analysis for all HCT options in the I-5 corridor and to pursue pre-alternatives analysis for all HCT options up to an exclusive busway in the I-205 corridor.

Portland North/Northeast Portland and Regional Rail Studies. Between 1990 and 1993, the City of Portland conducted several studies focusing on North/Northeast Portland and the future of light rail in the corridor.

- *North/Northeast Portland Light Rail Alignment Analysis.* With the completion of Metro's Bi-State Corridor Regional System Plan in 1986, several alignments through North/Northeast Portland were recommended for further study. The City's North/Northeast Portland Light Rail Alignment Analysis was undertaken in 1990 to consider the potential of two additional alignments: 1) Martin Luther King (MLK), Jr. Boulevard; and 2) Vancouver/Williams Avenue couplet to Killingsworth Avenue to Interstate Avenue or I-5. These two proposed additional alignments were also analyzed in the Albina Community Plan, a comprehensive City-district project studying issues including land use, transportation, social services, education, employment and housing.

  Because of a variety of potential negative impacts with these two alignments, the Portland Department of Transportation staff recommended that the Albina Community Plan and Metro no longer consider these as LRT alignments.

- *Light Rail Transit Corridor Development Feasibility Study.* The City's LRT Corridor Development Feasibility Study examined the vicinity of the four proposed LRT alignments for North/Northeast Portland to identify the potential for economic development related to the implementation of an LRT line. The results did not favor the MLK Jr. Boulevard, I-5, or Vancouver/Williams to Killingsworth Avenue alignments. The results did highlight the development potential of an alignment which could serve both Emanuel and Kaiser Hospitals and Interstate Avenue. Follow up alignment analysis has identified an alignment which could serve these employment sites, as well as the future Blazer Arena complex. This

alignment proposal has been recommended by the Portland Department of Transportation staff for inclusion in the Albina Community Plan and to Metro for inclusion in future HCT planning studies for this corridor.

North Corridor Light Rail Study East-West Alternative Alignment Analysis. The purpose of the City of Portland's North Corridor Light Rail Study East-West Alternative Alignment Analysis was to identify two feasible LRT alignments that could connect Emanuel Medical Center to the Kaiser Medical Center. After reviewing several alternatives, two were chosen by the City for further study: the Russell Street Alignment and the Fremont Street alignment. An objective of the study was to determine if an engineering "fatal flaw" existed with either of the two selected alignments. The study report documents that from the data collected, reviewed and analyzed, neither alignment has a fatal flaw. However, the report also documents that both alignments have unique design and construction challenges.

Transportation Element of the Comprehensive Plan for the City of Portland. The Transportation Element of the Comprehensive Plan for the City of Portland, together with the Albina Community Plan form the City of Portland's policy framework that guides transportation planning in North/Northeast Portland.

Portland CBD Rail Studies. In 1983, when the Portland City Council adopted alignments for the Westside Light Rail project there were to be tracks on both Morrison/Yamhill and the Transit Mall. This was based on growth forecasts from the 1970's. However more recent projections indicated lower overall growth and it is now assumed ridership will demand only the Morrison/Yamhill alignment for the Westside project. Previously, the Downtown Plan had made the following policy commitment: "Modify the Fifth and Sixth Avenue Transit Mall for light rail transit when and if a second regional light rail corridor is constructed to form a light rail system with potential of becoming the major mode of access to and through the downtown." In 1989 the City of Portland conducted a downtown rail alignment study, followed in 1991 by a light rail tunnel evaluation study. In light of the Westside alignment decision, Commissioner Blumenauer created the Downtown Rail Advisory Committee (DRAC) to evaluate the timing for the future conversion of the Transit Mall for light rail operations. The findings of the Committee included a confirmation that the next light rail project after the Westside will require a north/south alignment in downtown, and that an underground alignment should be examined further. As directed by the DRAC, the City of Portland Regional Rail Program also completed a study of the "urban form" issues related to the possible development of an underground alignment for future light rail downtown. The process for this study was the development of empirical data on the impacts/benefits of such a project and review of this information by members of the downtown community to gain their insights, concerns, and comments.

Washington State Growth Management and Commute Trip Reduction Act Activities. Clark County, the City of Vancouver, RTC and C-TRAN are currently involved in regional and local efforts to respond to the Washington State Growth Management and Commute Trip Reduction Acts. One product of these efforts is Clark County's

Community Framework Plan which serves as a 50-year vision to guide the development of the 20-year comprehensive plans required by the Growth Management Act. A fundamental policy of the Framework Plan is to reduce reliance on the single occupancy vehicle and to support high capacity transit connections between urban centers and Portland. The entire South/North Corridor north of the Columbia river lies within the Vancouver Urban Area and will receive a new 20-year comprehensive plan. A key component of this plan calls for the concentration of development in downtown Vancouver, the Vancouver Mall area, the proposed Washington State University campus area, and in the I-5 and SR-500 corridors.

North/South Transit Corridor Study. The North/South Transit Corridor Study was the combination of the I-205/Milwaukie and the I-5/I-205 Portland/Vancouver Preliminary Alternatives Analyses. These studies were initiated in early 1992 and concluded in early 1993 with the selection of a priority corridor. In the South, the Priority Corridor selected was the Milwaukie Corridor, and in the North the I-5 North Corridor was selected as the priority corridor. In addition, the region decided to add an extension from I-5 to the Vancouver Mall, parallel to SR-500, to the North Priority Corridor for further study in Alternatives Analysis. Finally, the study concluded with the decision to unify the South and the North Corridors into a single Priority Corridor, called the South/North Corridor.

Additional work within the North/South Transit Corridor Study has included the preparation of an application to FTA to advance the corridor into Alternatives Analysis, and the identification of the wide range of modes and alignments that will studied within Tier I Alternative Analysis.

Regional High Capacity Transit Study - Portland Central Business District Element. In 1992, Metro and participating jurisdictions initiated the Regional High Capacity Transit Study which included a Portland Central Business District Element. The purpose of the CBD element was to narrow the range of alignment alternatives to be evaluated within a South/North Alternatives Analysis. The Portland CBD element concluded with the recommendation from the Project Management Group that 5th Avenue and 6th Avenue for a surface alignment, and 4th, 5th, 6th and Broadway for a tunnel alignment be evaluated further in Tier I of the South/North Alternatives Analysis.

D. Study Objectives

The South/North Alternatives Analysis/Draft Environmental Impact Statement (AA/DEIS) study will be conducted in two tiers. Each tier will have its own objectives, leading to the conclusion of the study with the selection of a Locally Preferred Alternative.

Tier I

Purpose: To select a mode and study terminus to advance into Tier II. Alignment options will be narrowed and used to make the mode choice, and termini choices. Station location criteria and station siting options will be initiated.

- Prepare methodologies for evaluation measures and list of mode and terminus options for Tier I;

- Refine draft Financial Plan (consistency with RHCT System Plan for 1994 local funding vote);
- Develop and implement a public involvement program;
- Develop and narrow HCT Alignment Alternatives;
- Develop HCT performance and design criteria, station siting criteria and station siting options;
- Refine LRT and other mode alternatives;
- Define No-Build and TSM Alternative;
- Prepare Tier I Evaluation Methodology, Criteria and Measures, including the adoption of study Goals and Objectives;
- Prepare comparative costs for the alternatives;
- Prepare and document the data and measures to be used to make the mode, alignment narrowing and study termini decisions in Tier I;
- Select mode and study terminus;
- Select Consultant for Tier II (DEIS), including the preparation of consultant selection materials (i.e. Request for Proposals);
- Refine Work Plan, Scope, Schedule and Budget for Tier II;
- Prepare Tier II Social, Economic and Environmental Impact Methodologies; and,
- Prepare a conceptual definition of the alternatives that will advance into Tier II, and prepare the necessary base maps for those alternatives.

Tier II

Purpose: To develop and publish a DEIS, and to select alignment and station locations as the Locally Preferred Alternative.

- Prepare the Detailed Definition of Alternatives, including station locations, other transit facilities and fixed guideway and bus operations plans;
- Develop and implement a public involvement program;
- Prepare the Analysis and Refinement of the Alternatives Including:

  Final Definition of the Alternatives and Conceptual Engineering
  Costing

Environmental Impacts
Travel Demand
Transportation Impacts

- Prepare a Financial Plan and Analysis for the Alternatives being considered;
- Prepare and Publish a Draft Environmental Impact Statement;
- Select a Locally Preferred Alternative; and,
- Prepare a Locally Preferred Alternative Report and an application to advance the corridor into the Preliminary Engineering/Final Environmental Impact Statement phase, if a build alternative is selected.

E. Study Organization

Metro and the Region have adopted an organizational structure for HCT studies which will provide the basis for oversight of the South/North Alternatives Analysis. Metro will be the lead agency for the South/North Alternatives Analysis. Participating agencies and jurisdictions include Tri-Met, C-TRAN, Oregon and Washington Departments of Transportation, Clackamas, Multnomah and Clark Counties, and the cities of Oregon City, Gladstone, Milwaukie, Portland and Vancouver, and the Southwest Washington Regional Transportation Council (RTC).

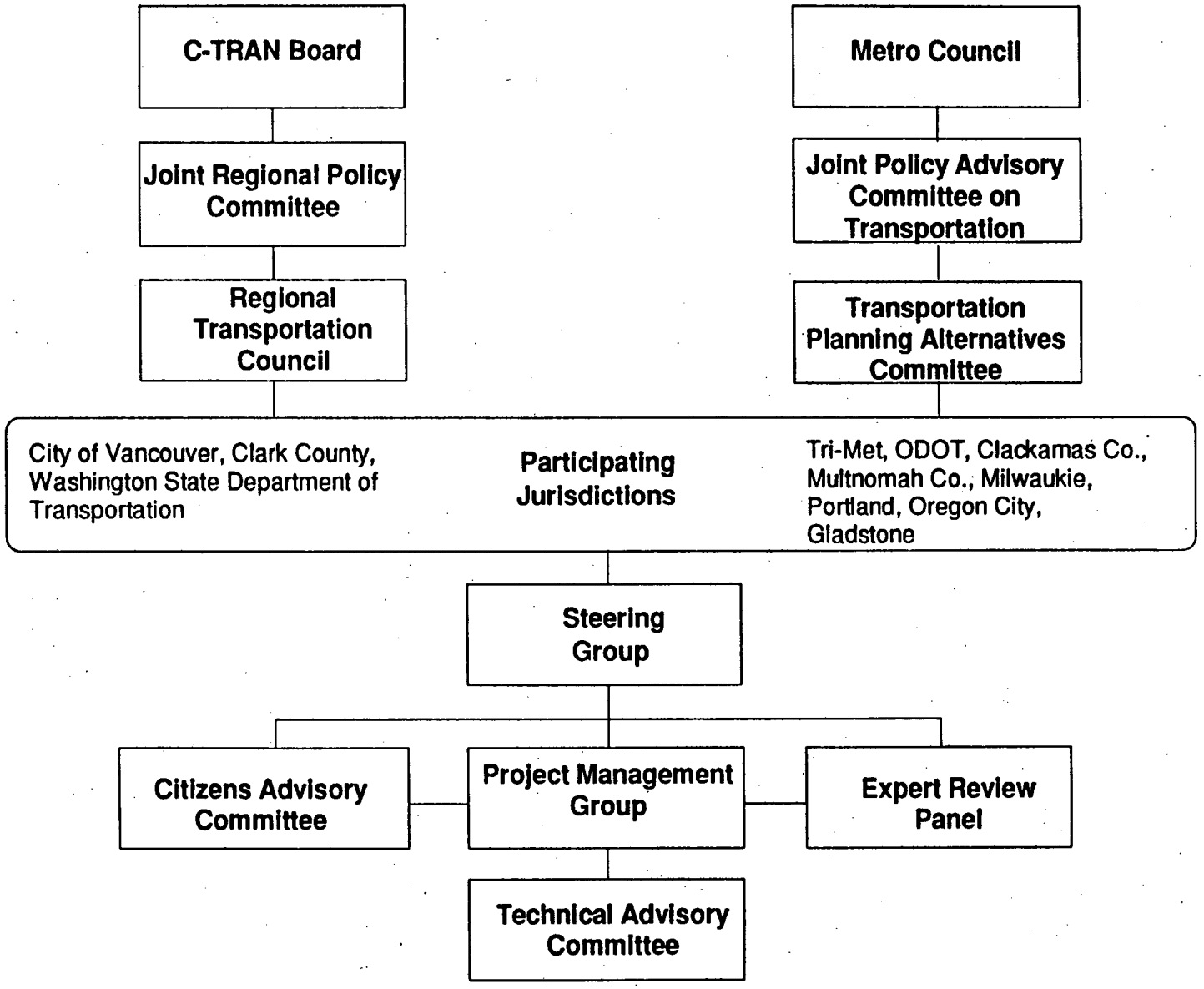
Figure 3 illustrates the organizational structure for the South/North Alternatives Analysis. Study oversight will be provided as follows:

Metro. Metro is the regional government in the Portland metropolitan area. Metro's council is elected by and represents districts within its jurisdictional boundaries that includes all of Multnomah County and generally the urban portions of Clackamas and Washington Counties. It is responsible for the preparation of the Regional Transportation Plan, the planning of regional transportation projects and the establishment and maintenance of the Urban Growth boundary.

Joint Policy Advisory Committee on Transportation (JPACT). JPACT is composed of elected officials, appointed officials and citizens representing agencies and jurisdictions from throughout the area. JPACT is housed within Metro and makes recommendations on transportation policy issues directly to the Metro Council. JPACT will provide policy oversight for the study. All policy decisions will be forwarded to and made by JPACT. Quarterly status reports will be presented to JPACT, with action items presented as required.

Joint Regional Policy Committee (JRPC). In 1990, the Washington State Legislature established the High Capacity Transit Act (HB 1825) and passed subsequent amendments (HB 1677 and HB 2125) in 1991. The Act set aside funds in the High Capacity Transit Account (HCTA) to support the planning of HCT systems. In order to access HCTA funds and exercise local option taxes, it is necessary that this planning process adhere to the requirements in the HCT Act of 1990 as amended. The Act requires that a policy

Figure 3
South/North AA Organizational Structure



forum, or Joint Regional Policy Committee (JRPC), be formed by the C-TRAN board of directors with proportional representation using population distribution within the designated service area and a representative from the Washington State Department of Transportation (WSDOT). On September 10, 1991, C-TRAN established itself and a WSDOT member as the JRPC. In general, the purpose of the JRPC is to oversee HCT planning activities in Clark County and to ensure that the planning be conducted in a manner consistent with RCW 81.104.100 and all applicable federal requirements in order to ensure that potential future projects remain eligible for federal funding.

C-TRAN. C-TRAN is the local transit operating district within Clark County, Washington. The C-TRAN Board of Directors is made up of representatives from the Clark County Board of Commissioners and the Vancouver City Council.

Transportation Policy Alternatives Committee (TPAC). TPAC is a senior staff level policy committee which reports to JPACT. TPAC will make recommendations for policy decisions to JPACT.

South/North Steering Group. The South/North Steering Group is made up of one elected or appointed official from each of the participating jurisdictions and Metro. The Steering Group will provide policy direction to the study and will forward recommendations to the participating jurisdictions and the decision-making bodies.

Project Management Group (PMG). The South/North PMG is made up of senior management staff from the agencies participating in the study. The PMG will oversee the general management of the study, concentrating on schedule, scope, budget and policy decisions to be forwarded to the Steering Group and the Citizens Advisory Committee. The project manager from Metro and other technical staff will report every two to four weeks to the PMG.

Technical Advisory Committee (TAC). The South/North TAC is made up of technical staff from the participating agencies. The committee will develop, monitor and review technical aspects of the study, concentrating on the development of methodologies, analysis, alignment and operations assumptions and evaluation of the alternatives. The TAC will meet every two to four weeks, and various subcommittees of the TAC will be formed as necessary to address specific functional or geographic issues.

Citizens Advisory Committee (CAC). The CAC is made up of a variety of citizens from throughout the corridor. The CAC will receive all material forwarded to the Steering Group, and will be asked to prepare independent recommendations to the Steering Group on all policy decisions or recommendations requested of the Steering Group. The CAC will meet approximately monthly and will receive regular reports from the project manager and other technical staff. The CAC will provide opportunities for public testimony at all of its regular meetings, and the public will be encouraged to attend and use the CAC meetings as a key point of citizen access into the study process.

Expert Review Panel (ERP). The intent of incorporating an expert review panel into the South/North AA is to provide independent review of project assumptions, methods and products to ensure that adequate and appropriate information is available to local decision-makers when they screen alternatives and select a Locally Preferred Alternative. By

seeking outside review in the fixed guideway planning process, Metro can ensure that the products and decisions made by local officials at the end of the process are optimal, cost-effective and efficient.

The South/North ERP will include five to ten outside experts, some located locally, and some brought in from across the country. A representation of disciplines will be sought in order to provide broad oversight in areas such as the development of alternatives, financial analysis, environmental review, economics, geography, architecture and urban design, engineering, public opinion, travel demand forecasting techniques and costing. Representatives will be sought from within the transit industry, from academia, and from non-transit disciplines.

The ERP will meet five to six times throughout the study. Those meetings will generally coincide with the following milestones:

1. Initiation of the study and review of the alternatives to be evaluated and the criteria and measures to be used in Tier I;
2. Completion of data development to be used in the screening of alternatives at the conclusion of Tier I and the development of study's methodologies and guidelines to be used in Tier II;
3. The Detailed Definition of Alternatives in Tier II;
4. Review of the data and results reports in Tier II; and
5. The preliminary Draft Environmental Impact Statement forwarded to FTA for Approval.

The ERP will be forwarded all of the study reports, but will concentrate on methodological issues, the development, screening and evaluation of alternatives, costs, patronage, financing and project evaluation. The ERP will be jointly staffed by Metro and the Washington State Department of Transportation, or their designate.

Federal Transit Administration (FTA). It is intended that Metro and the participating jurisdictions will work closely with FTA during the progress of this study. The culmination of the study will result in the publication of a Draft Environmental Impact Statement (DEIS) by FTA. Metro will produce the DEIS based upon the technical analysis performed through the course of the study. Because the DEIS is published by FTA, the DEIS will require approval by FTA before notification of its publication is issued in the *Federal Register*. The work program has been carefully designed to utilize the methods and to produce the information that FTA seeks to be included within an AA/DEIS as outlined in *Procedures and Technical Methods for Transit Project Planning*, revised February 1993.

Regional FTA staff serve as the focal point for contacts between local agencies and FTA. They review unified planning work programs, and for planning projects receiving federal funds they process grant applications and, once a grant has been approved, monitor projects for budget and schedule adherence. They also perform a technical monitoring and assistance function.

Washington State Department of Transportation's High Capacity Transportation Branch. It is intended that C-TRAN and Metro will work closely with WSDOT's High

Capacity Transportation office. The responsibilities of the HCT office are to:

1. Administer state grants for regional HCT planning;
2. Provide liaison and support in creating and operating Expert Review Panels;
3. Provide support and representation to Joint Policy Review Committees overseeing regional HCT planning efforts;
4. Provide technical assistance and administrative guidance to agencies conducting; HCT planning; and,
5. Evaluate adequacy of the State's HCT program.

The work program has been developed to both involve the WSDOT HCT office and to meet their planning and procedural requirements.

F. Schedule

The South/North Alternatives Analysis is expected to continue over approximately twenty-seven months. The schedule for the project is illustrated generally in Figure 4. The detailed schedule is based on a critical path analysis of project tasks, sub-tasks and interrelationships. A more detailed project schedule will be prepared within the administrative task of the project.

Management of each task in the study is either the responsibility of Metro, Tri-Met or C-TRAN. The other participating agencies will be called upon by the lead agency to assist in the development of products.

G. Budget

Responsibilities for project work are divided among Metro and the participating jurisdictions. Intergovernmental agreements (IGA's) between Metro and each of the other participating agencies have been developed and incorporate this work plan as the scope of work. This work plan specifies the responsibilities of the various agencies. The budget attached to the IGA's specify the maximum amount that each agency will be reimbursed for performing its tasks.

A significant portion of the work will also be performed by one or more consultants. In particular, consultant services will be sought for the preparation of presentation materials, financial analysis, alternative definition (including mapping, conceptual engineering, and operational strategies), transit operations analysis, traffic analysis, capital and O&M costing, environmental and land use analysis. A budget for the South/North Alternatives Analysis expenditures is summarized in Table 1.

The work required to complete each task will be spread among Metro, the various participating agencies and consultants, to be determined later through the completion of a more detailed work plan, IGA's and consultant contracts. Consultant teams led by the consultant project managers will perform the bulk of the consultant tasks. In specific instances, to meet specific needs, local jurisdictions may wish to allocate some of their funding to consultants to aid in completion of tasks assigned to their agency.

Figure 4
General South/North AA Schedule

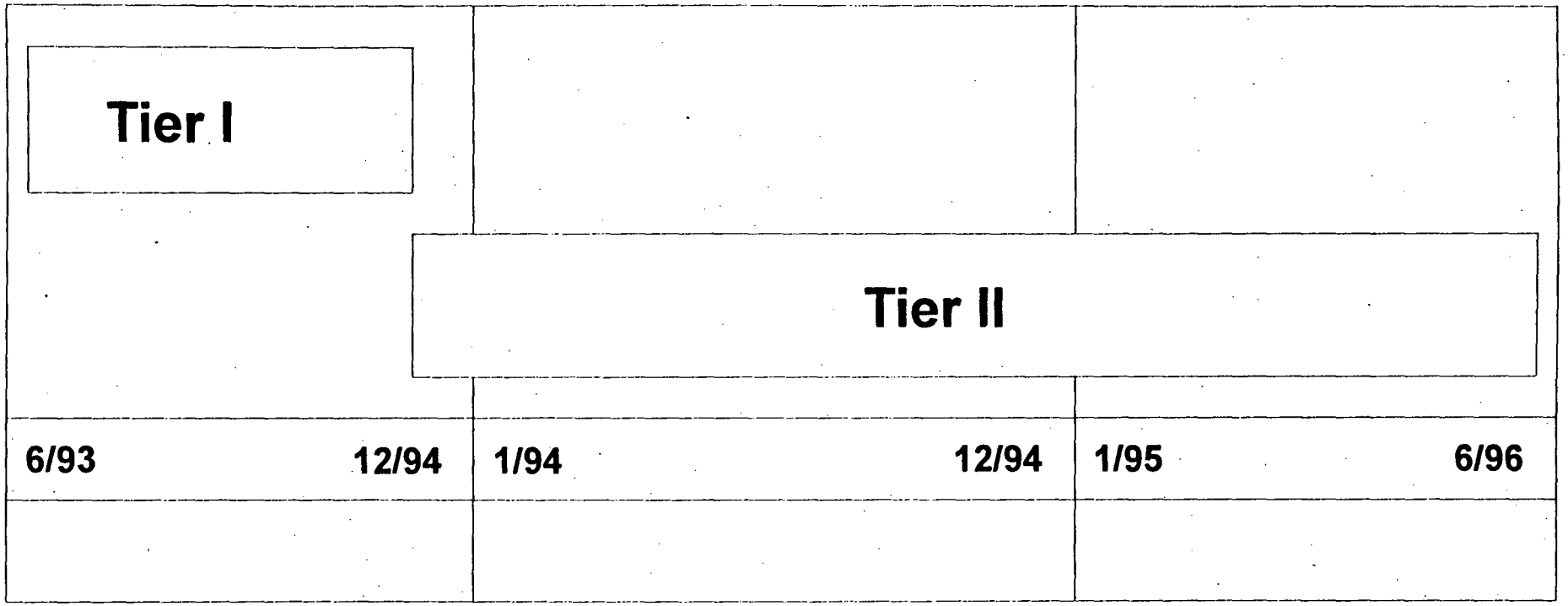


Table 1
South/North AA Expenditure Budget
By Work Element and Task

Task		Total
Non Priority Corridor		$134,038
Tier I		
Management	$	291,004
Public Involvement	$	294,928
Description of Alternatives	$	1,392,896
S.E.E. Analysis	$	314,575
Transportation Analysis	$	366,551
Financial Analysis	$	130,219
Evaluation	$	421,783
Tier I Total		$3,211,956
Tier II		
Management	$	813,904
Public Involvement	$	722,365
Description of Alternatives	$	2,152,738
S.E.E. Analysis	$	1,921,757
Transportation Analysis	$	1,115,507
Financial Analysis	$	324,311
Evaluation	$	391,416
Tier II Total		$7,442,000
Total		$10,787,994

Table 2 summarizes the revenue budget for the South/North Alternatives Analysis.

Table 2
South/North AA Funding Sources:

Source	Total
State of Washington	$2,520,000
Washington Local	$630,000
State of Oregon	$2,000,000
Federal E-4 (Residual Pre-AA)	$400,000
Federal E-4 (I-205 Busway)	$1,600,000
Federal E-4 (McLoughlin)	$987,950
Oregon Local	$112,050
Total	**$8,250,000**

H. Relationship to the Unified Work Program

This preliminary work plan further defines the South and North Alternatives Analyses elements included in Metro's and RTC's *FY 1994 Unified Work Program* (UWP, March 1993, amended September 1993). The earlier UWP described the South/North Alternatives Analysis as two separate studies; the South AA and the North AA. The UWP was prepared and approved before the Priority Corridors were selected and unified into a single corridor to be advanced into Alternatives Analysis. In September 1993, an amendment was made to the UWP to make it consistent with the advancement of a single corridor and with the identified revenue sources. Copies of the amended South/North Alternatives Analysis element of the 1994 UWP and Metro's adopting resolutions for the 1994 UWP are included in Appendix B.

Work Elements

Alternatives Analysis Tier 1

A. Alternatives Analysis Tier I

The purpose of AA/DEIS Tier I is to select the mode and study terminus to advance into AA/DEIS Tier II. Alignment options will be narrowed and used to make the mode choice, and station location criteria, land use commitments and station siting options will be initiated.

1. Administration

Task Objective: The purpose of the administration task in Tier I is to ensure that the on-going work of the study continues to appropriately address study goals, which may be changing as further information is received from FTA regarding interpretation of the new Metropolitan Planning Rule; that defined tasks are performed on time, with adequate quality; and that fiscal controls are applied which ensure that the study is completed within the budget and in a manner which best utilizes available funding. Successful administration of the project will channel decisions to their appropriate levels, will ensure smooth and accurate communication, and will ensure that all participants in the project have consistent expectations. Finally, this task will include the refinement of the work plan (scope, schedule and budget) for Tier II.

Methodology:

A. Definition, Scheduling and Contracting for Performance of Work:

The Project Manager will report to and consult with the Project Management Group, Steering Group, TPAC, the RTC Board of Directors, JPACT and JRPC, C-TRAN Board and Metro Council, as appropriate, to define the work necessary to eventually reach the study goals. In preparation for Tier I, a Work Plan for both Tiers I and II has been developed, which broadly defines work tasks and which designates Functional Managers. Functional Managers will then report to and consult with the Project Manager and the TAC to further define work products. The Functional Managers will be responsible for coordinating and overseeing the progress on each task, including providing timely information about sub-tasks, decision points, data requirements, schedules, staff responsibilities and graphic requirements. Regular meetings will be held with all project participants, as needed, to communicate necessary information about the study.

A detailed project schedule will be developed and adopted (and amended as necessary) by the Project Management Group to guide the timing of work to be done during both Tiers I and II of the study. All participants in the study are responsible for adhering to the adopted schedule.

The work of individual participating agencies are defined in Intergovernmental Agreements. In the past, the regional participants in the Preliminary Alternatives Analysis studies entered into Intergovernmental Agreements to implement the Pre-AA Work Plans. As a result of changing federal planning rules, some of the work originally defined as "Pre-Alternatives Analysis" is now more appropriately categorized as "Alternatives Analysis." To the extent that work which was previously defined in the Pre-AA and covered by the already-signed Intergovernmental Agreements and Personal Service

Agreements now falls within the Tier I AA work plan, it will be performed and reimbursed under those Agreements.

Intergovernmental Agreements have been developed and signed with regional participants who have responsibilities for production of work products and who support the decision making process as defined in the Alternatives Analysis Work Plan. Those Agreements provide for work to be performed during both Tiers I and II of the study.

The Project Manager and Functional Managers will oversee all work performed by consultants through regular meetings and summary reports. All work to be performed by consultants will be approved by the Project and Functional Managers, and approval of products and authorization for payment shall be received from the Project and Task Managers. The currently existing consultant contracts developed during the Pre-AA could cover some of the consultant work to be performed during Tier I. However, during Tier I an RFP will be issued seeking consultant services for the DEIS work to be performed during Tier II. Consultants will be selected by a subcommittee of the Project Management Group, and a Personal Services Agreement/Scope of Work will be negotiated and signed with the consultants.

As the Tier I AA comes to a conclusion, the Project Manager and Functional Managers will refine the Tier II work plan (scope, schedule and budget) to reflect the decisions made within Tier I. In particular, the intention to prepare a single DEIS for the entire corridor will be reassessed. The final approach for writing and organizing the DEIS will be prepared based upon the range of alternatives advancing into Tier II and the process and information needed to achieve an LPA at the end of Tier II. Final modification to consultant contracts, IGA's and funding requirements will be mad

B. Fiscal Controls:

The Project Management Group will adopt (and amend as necessary) a detailed Project Budget for both Tiers I and II of the study during Tier I. The Project Budget will be broken down by Task as defined in this work plan. The Project Budget will be comprised of specific budgets for individual participating agencies responsible for producing work products.

Project participants operating under Intergovernmental Agreements will be responsible for submitting monthly invoices and progress reports for work completed, to the Project Manager. Metro, C-TRAN and Tri-Met will also be responsible for preparing quarterly progress reports describing the work which was completed during the quarter. Metro will be responsible for developing a standard reporting format for invoices and progress reports.

Data Requirements:

1. Approved Work Plan
2. Revenue IGA's and Contracts

Products:

1. Project Budget

2. Detailed Project Schedule
3. Expenditure Intergovernmental Agreements with all participating agencies
4. Memorandum of Agreements
5. DEIS Consultant RFP
6. Personal Services Agreements with Consultant Scopes of Work
7. Meeting Summaries and Minutes
8. Quarterly Reports
9. Progress Reports/Invoices
10. Revised work plan (scope, schedule and budget) for Tier II, and necessary modifications to consultant contracts and IGA's

Relationship to Other Activities: The project work plan, budget, schedule and all of the reporting documents are fundamental management tools that will be used throughout the project. Coordination with other related transportation and land use studies will be achieved through the administration task.

Organizational Responsibilities: Metro is the lead agency for the administration of this study, task and the overall project. Other agencies and consultants will be responsible for assisting in the development of contracts, providing periodic reports, and submitting regular invoices.

C-TRAN has responsibility for contracts, invoicing and reporting to the State of Washington with respect to the High Capacity Transit Development Account funds used to partially fund this study.

The specific responsibilities of the study participants in completing this task are as follows:

1. Metro

A. Responsibilities:

- Overall Project Management;
- Management of TAC, FMT, PMG, CAC and Steering Group meetings;
- Development and management of the project budget;
- Preparation of federal and state of Oregon grant applications;
- Development, negotiation, execution and management of project IGA's and consultant contracts;
- Preparation of periodic progress reports to funding agencies;
- Coordination with RTP, UWP and other State of Oregon transportation planning efforts;
- Coordination, preparation and publication of study documents;
- Plan, schedule, manage and record study management and coordination meetings (i.e. TAC, FMT, PMG, ERP, CAC and Steering Group).

B. Products:

- Preliminary and Detailed Work Plans;
- Federal and State Grant Applications;
- TAC, FMT, PMG and Steering Group meetings and meeting materials
- Project budgets, schedules, invoices;
- IGA's, RFP's and Consultant Contracts;
- Periodic Reports.

- Meeting agendas, and summaries or minutes.

2. C-Tran

A. Responsibilities:

- Coordination of State of Washington and Clark County area activities;
- Assist in NEPA/SEPA consultant selection;
- Report on activities to Metro with monthly invoices;
- Participate in regular study meetings (i.e. TAC, FMT, PMG, ERP, CAC and Steering Group);
- Preparation of state of Washington funding grant application and management;

B. Products:

- State of Washington Grant Applications;
- State of Washington progress reports;
- Monthly invoices and progress reports to Metro.

3. Tri-Met

A. Responsibilities:

- Task Management for engineering, costing and transit operations and impact analysis;
- Engineering consultant selection and management;
- Assist in NEPA/SEPA consultant selection;
- Participate in regular study meetings (i.e. TAC, FMT, PMG, ERP, CAC and Steering Group);
- Provide liaison with internal Tri-Met departments as needed;
- Report on activities to Metro with monthly invoices.

B. Products:

- Executed IGA with Metro;
- Engineering consultant RFP, scope of work and contract;
- Monthly invoices and progress reports to Metro.

4. RTC

A. Responsibilities:

- Coordination with RTP and UWP and other State of Washington transportation planning activities;
- Participate in regular study meetings (i.e. TAC, FMT, PMG, ERP, CAC and Steering Group);
- Report on activities to Metro with monthly invoices.

B. Products:

- Executed IGA with Metro;
- Monthly invoices and progress reports to Metro.

5. ODOT

A. Responsibilities:

- Assist in securing State of Oregon grants;
- Participate in regular study meetings (i.e. TAC, FMT, PMG, ERP, CAC and Steering Group);
- Regular reporting to State of Oregon.

B. Products:

- Executed IGA with Metro;
- Monthly invoices and progress reports to Metro;
- Funding IGA between Metro and State of Oregon.

6. WSDOT

A. Responsibilities:

- Assist in securing State of Washington grants;
- Assist in consultant selection;
- Participate in regular study meetings (i.e. TAC, FMT, PMG, ERP, CAC and Steering Group);
- Assist in project oversight meetings;
- Assist in financial management as required by Washington State regulations;
- Regular reporting to State of Washington.

B. Products:

- Executed IGA with Metro;
- Monthly invoices and progress reports to Metro;
- Reports to State of Washington;
- Funding IGA between C-TRAN and State of Washington.

7. Clackamas County

A. Responsibilities:

- Participate, as necessary, in regular study meetings (i.e. TAC, PMG, CAC and Steering Group);
- Report on activities to Metro with monthly invoices.

B. Products:

- Executed IGA with Metro;
- Monthly invoices and progress reports to Metro;

8. Multnomah County

A. Responsibilities:

- Participate, as necessary, in regular study meetings (i.e. TAC, PMG, CAC and Steering Group);
- Report on activities to Metro with monthly invoices.

B. Products:

- Executed IGA with Metro;
- Monthly invoices and progress reports to Metro.

9. Clark County

A. Responsibilities:

- Participate, as necessary, in regular study meetings (i.e. TAC, PMG, CAC and Steering Group);
- Report on activities to Metro with monthly invoices.

B. Products:

- Executed IGA with Metro;
- Monthly invoices and progress reports to Metro.

10. Oregon City

A. Responsibilities:

- Participate, as necessary, in regular study meetings (i.e. TAC, PMG, CAC and Steering Group);
- Report on activities to Metro with monthly invoices.

B. Products:

- Executed IGA with Metro;
- Monthly invoices and progress reports to Metro.

11. Gladstone

A. Responsibilities:

- Participate, as necessary, in regular study meetings (i.e. TAC, PMG, CAC and Steering Group);
- Report on activities to Metro with monthly invoices.

B. Products:

- Executed IGA with Metro;
- Monthly invoices and progress reports to Metro.

12. Milwaukie

A. Responsibilities:

- Participate, as necessary, in regular study meetings (i.e. TAC, PMG, CAC and Steering Group);
- Report on activities to Metro with monthly invoices.

B. Products:

- Executed IGA with Metro;
- Monthly invoices and progress reports to Metro.

13. Portland

A. Responsibilities:

- Participate, as necessary, in regular study meetings (i.e. TAC, PMG, CAC and Steering Group);
- Report on activities to Metro with monthly invoices.

B. Products:

- Executed IGA with Metro;
- Monthly invoices and progress reports to Metro.

14. Vancouver

A. Responsibilities:

- Participate, as necessary, in regular study meetings (i.e. TAC, PMG, CAC and Steering Group);
- Report on activities to Metro with monthly invoices.

B. Products:

- Executed IGA with Metro;
- Monthly invoices and progress reports to Metro.

2. Public Involvement

Task Objective: The purpose of public involvement during Tier I is threefold:

1. To broaden study awareness, identifying and communicating with new audiences, seeking out those traditionally under served by the existing transportation systems;

2. To implement effective methods of information dissemination and retrieval with all communities and jurisdictions within the corridor;

3. To provide reasonable public access to and education of the technical and policy information which will be used to narrow the alternatives and termini to be studied further in Tier II.

Methodology: In June and July, 1993, a series of mode and alignment workshops initiated the Tier I scoping period. The workshops were held throughout the study corridor and were part of a broad based effort to identify potential alternatives to be studied during Tier I Alternatives Analysis. Members of the public were asked to carefully consider modal options and, more specifically, review suggested light rail alignments using preliminary engineering maps representing the study corridor. The comments and suggestions received from the public along with staff technical evaluation were utilized by study planning and engineering staff to develop preliminary scoping alternatives.

The scoping period included four scoping meetings held throughout the corridor in October 1993, and included outreach to concerned citizen groups, publication of alignment specific special reports, two issues of the study newsletter, distribution of scoping packets through participating jurisdictions, media outreach, and briefings to elected officials. Following the scoping period the study officially entered into Alternatives Analysis.

During the time Tier I data is being developed the Public Involvement effort will concentrate on broadening the awareness, understanding, and citizen base for the Study. Smaller community, business, and alignment-specific meetings will generally take the place of the large workshop environment established during Preliminary Alternatives Analysis. In addition, in preparation for receiving technical data, background information pertaining to the decisions that are scheduled to be made in Tier I will be presented to the CAC, staff will work with the jurisdictions and representatives of each segment along the corridor to identify key employers, possible community-host businesses and specific issues and concerns requiring more detailed study and discussion.

Data Requirements: Population figures and demographic information by neighborhood or area; initial identification and assessment of businesses, residences, and other properties potentially affected by possible alignments; carrier routes along or near affected alignments; identification of community stakeholders; identification of significant intersections, sections, or areas for photographic purposes and/or for targeting "critical" issues meetings.

Products:

1. Project informational materials: newsletters, introductory project brochure,

companion jurisdictional brochures, fact sheets, special issues white papers
2. Introductory slide show
3. Presentation materials
4. Maps/Photos
5. CAC meeting packets, materials and minutes
6. Summaries of meetings
7. Media/Public Relations materials
8. Summary briefing document
9. Study mailing list

Relationship to Other Activities: Each task within Tier I will be evaluated to determine how the public should be involved in the completion of that task. The public participation process will take into account local jurisdictional needs and/or requirements or special conditions. The level and method of information dissemination will vary by task and will be designed to ensure study credibility, broad based involvement, education and consensus building.

Organizational Responsibilities: Metro is responsible for the overall management of the public participation program and will provide the regional public involvement, developing in cooperation with participating agencies, a base plan and supplying key support materials and products. This core plan will be supplemented by activities from participating jurisdictions.

For Oregon segments of the project, Metro will, with the assistance of participating agencies, design, implement and manage the media and public involvement activities, and design and coordinate the public outreach components and other presentations. C-TRAN will play the lead role in designing, coordinating, and executing public involvement activities in Clark County, in cooperation with Metro's public participation program. For Washington segments of the project, C-TRAN, in cooperation with Metro and with the assistance of participating agencies, will design and coordinate Clark County public outreach. Metro will work with each of the jurisdictions to ensure consistency of message and approach for public information materials. Whenever possible the project logo and graphic standards will be applied.

In general, participating agencies are responsible for staffing public meetings and presentations, providing creative broad-based outreach within their jurisdictions, coordinating these activities with Metro staff, providing related summary reports, producing support materials for supplemental activities as needed, assisting with the development/procurement of community data, working with jurisdiction appointees to the CAC, identifying key stakeholders within their communities and assisting with the development of segment community based meetings as needed.

The specific responsibilities of the study participants in completing this task are as follows:

1. Metro

A. Responsibilities:
- Overall management of this task;
- Coordinate Public Involvement activities with project participants;

- Coordinate Public Involvement activities in the Special Study Areas, in unincorporated areas, with specific businesses and/or sites, and with affected areas as determined by the Tri-Met Engineering Staff;
- Develop and implement base public participation plan which includes an employer based outreach strategy, a community/business sponsorship program, and necessary methodologies for outreach, education, and building project support;
- Develop support materials and products (targeted materials directed to different audiences);
- Review, comment and approve study materials produced by participating jurisdictions to ensure consistency of message and approach;
- Maintain the study mailing list;
- Develop and publish public informational materials intended for the general public;
- Staff the study Citizen Advisory Committee;
- Establish and coordinate a study speaker's bureau;
- Develop maps and presentation materials intended for the general public;
- Design and coordinate the presentation of data to the public, and the media;
- Develop and implement study public relations strategy;
- Oversee the TAC public participation sub-committee.

B. Products:

- Project informational materials: newsletters, introductory project brochure, companion jurisdictional brochures, fact sheets, special issues white papers;
- Introductory slide show;
- Maps/Photos intended for the general public;
- CAC meeting packets, materials and minutes;
- Summaries of meetings;
- Media/Public Relations materials;
- Study mailing list.

2. C-TRAN

A. Responsibilities:

- Develop and implement Clark County community Public Involvement plan, that is coordinated with, and compliments Metro's regional plan, for review and approval by the regional partners and the PMG;
- For Washington segments of the project, design, coordinate and conduct Clark County public outreach, and public relations activities in cooperation with Metro and with the assistance of participating agencies;
- Participate/staff regional and local workshops, meetings, open houses, CAC meetings;
- Serve as Clark County's representative on the TAC public participation sub-committee;
- Submit draft written material as needed;
- Assist with logistics for related meetings or activities in Clark County;
- Provide S/N interface into related activities evolving in Clark County (i.e. Growth Management Act activities and outreach);
- Assist in identifying key stakeholders, organizations and potential sponsors;
- Set-up Washington State public/elected officials briefings/communications in coordination with Metro;

- Review and compile Washington State project participant comments on public information materials;
- Provide local demographic, employer data;
- Coordinate nominees to CAC from Washington project participants, work with appointees;
- Provide summaries of local outreach efforts, submit participant names to regional master mailing list.

B. Products:
- Mailing lists;
- Draft articles;
- Selected employer and community data base;
- Press clippings;
- Study activities calendar;
- Local informational material;
- Briefing and media Public Relations materials;
- Public participation presentations;
- Meeting Summaries.

3. Tri-Met

A. Responsibilities:
- Participate, staff, speak at all meetings requiring technical engineering support;
- Identify required one-on-one meetings with owners of properties directly influenced by potential alignments or developing design options;
- Assist with development of mapping/presentation materials;
- Assist with and staff agency related briefings/updates;
- Assist with preparation/draft of technical information for inclusion in publications/materials;
- Provide summaries of technical meetings held with the public, including neighborhood/community groups, businesses, property owners, etc.

B. Products:
- Engineering maps and other diagrammatical information for presentations to the public;
- Meeting summaries of community meetings.

4. RTC

A. Responsibilities:
- Participate/staff regional workshops, meetings, open houses, CAC meetings;
- Assist with and staff agency related briefings/updates;
- Provide assistance and review to C-Tran on Clark County public involvement activities;
- Provide background or other information as needed.

B. Products:
- Assist in the development of information and maps for public presentations in Clark County.

5. ODOT

A. Responsibilities:
- Participate, staff, speak at meetings requiring agency input/support;

- Assist with and staff agency related briefings/updates;
- Provide background or other information related to ODOT facilities as needed.

B. Products:
- None.

6. WSDOT

A. Responsibilities:
- Participate, staff, speak at meetings requiring agency input/support;
- Assist with and staff agency related briefings/updates;
- Provide background or other information as needed.

B. Products:
- None.

7. Clackamas County

A. Responsibilities:
- Participate/staff regional workshops, open houses, CAC, and local meetings;
- Assist with logistics for related meetings or activities in Clackamas County;
- Provide interface into related public involvement activities evolving in Clackamas County;
- Assist in identifying key stakeholders, organizations and potential sponsors in Clackamas County;
- Assist with and staff jurisdictional related briefings/updates;
- Review and compile Clackamas County comments on public information materials;
- Coordinate nominees to CAC from Clackamas County, work with appointees;
- Provide background or other information as needed;
- Provide local demographic, employer, data etc.;
- Provide summaries of local outreach efforts, submit participant names to regional master mailing list;
- Serve on the TAC public participation sub-committee;
- Identify and assist with local media.

B. Products:
- Mailing lists;
- Draft articles;
- Selected employer and community data base ;
- Meeting Summaries.

8. Multnomah County

A. Responsibilities:
- Participate in regional workshops, meetings, open houses, CAC, and local meetings;;
- Assist with and staff jurisdictional related briefings/updates
- Coordinate nominees to CAC from Multnomah County and work with appointees;

B. Products:
- None

9. Clark County

A. Responsibilities:

- Participate in regional workshops, meetings, open houses, CAC, and local meetings as necessary;
- Assist with and staff jurisdictional related briefings/updates;
- Provide background or other information as needed.

B. Products:

- None.

10. Oregon City

A. Responsibilities:

- Participate in regional workshops, meetings, open houses, CAC, and local meetings as necessary;
- Assist with logistics for related meetings or activities in Oregon City;
- Assist with and staff jurisdictional related briefings/updates;
- Provide background or other information as needed;
- Submit draft written material as needed.

B. Products:

- Draft written material.

11. Gladstone

A. Responsibilities:

- Participate in regional workshops, meetings, open houses, CAC, and local meetings;
- Assist with logistics for related meetings or activities in Oregon City ;
- Assist with and staff jurisdictional related briefings/updates;
- Provide background or other information as needed;
- Submit draft written material as needed.

B. Products:

- Draft written material.

12. Milwaukie

A. Responsibilities:

- Participate/staff regional workshops,open houses, CAC, and local meetings
- Submit draft written material as needed;
- Assist with logistics for related meetings or activities in Milwaukie;
- Provide interface into related activities evolving in Milwaukie;
- Assist in identifying key stakeholders, organizations and potential sponsors;
- Assist with and staff jurisdictional related briefings/updates;
- Review and comment on public information materials;
- Provide background or other information as needed ;
- Provide local demographic, employer, data etc.;
- Work with appointees to the CAC;
- Provide summaries of local outreach efforts, submit participant names to regional master mailing list;
- Serve on the TAC public participation sub-committee;
- Identify and assist with local media.

B. Products:

- Mailing lists;

- Draft articles;
- Selected employer data base ;
- Meeting Summaries.

13. Portland

A. Responsibilities:
- Participate/staff regional workshops,open houses, CAC, and local meetings;
- Assist with coordination and implementation of neighborhood briefings/activities;
- Submit draft written material as needed;
- Assist with logistics for related meetings or activities throughout Portland;
- Provide interface into related activities evolving in Portland;
- Assist in identifying and negotiating with key stakeholders, organizations and potential sponsors;
- Assist with, staff, organize jurisdictional related briefings/updates;
- Review and comment on public information materials;
- Coordinate nominees to CAC from Portland area and work with appointees;
- Staff and assist with coordination of Study involvement in community events/activities;
- Provide background or other information as needed;
- Provide local demographic, employer, data etc.;
- Provide summaries of local outreach efforts, submit participant names to regional master mailing list;
- Serve on the TAC public participation sub-committee;
- Assist with local media.

B. Products:
- Mailing lists;
- Draft articles;
- Selected employer, community, and other data base information;
- Meeting Summaries.

14. Vancouver

A. Responsibilities:
- Participate in regional workshops, meetings, open houses, CAC, and local meetings;
- Assist with logistics for related meetings or activities in Vancouver;
- Assist with and staff jurisdictional related briefings/updates;
- Provide background or other information as needed;
- Submit draft written material as needed;
- Assist in identifying and negotiating with key stakeholders, organizations and potential sponsors.

B. Products:
- Draft written material.

3. Expert Review Panel

Task Objective: The Expert Review Panel (ERP) will provide an independent review of project assumptions, methods and products to ensure that adequate and appropriate information is available to local decision-makers when they screen mode, terminus and alignment alternatives in Tier I of the Alternatives Analysis.

Methodology: A nine member panel of transportation and policy experts, appointed by the Joint Policy Advisory Committee on Transportation (JPACT) and the C-Tran Board for the South/North Preliminary Alternatives Analysis, will continue to serve as the ERP through Tier I of AA. The Panel represents a wide range of transportation, academic and non-transit disciplines and national and local perspectives.

The Panel will be scheduled to meet two times during Tier I. The first meeting will be in July of 1993 to review the study's methodologies and assumptions. The second meeting will occur in the fall of 1993 to review the data developed and the draft problem statement for the corridor. Panel members will have the opportunity to continue to be on the ERP in Tier II.

Data Requirements:

1. Various study methods and reports as they are produced.

Products:

1. ERP meeting packets and presentation materials;
2. Minutes of ERP meetings and recommendations.

Relationship to Other Activities: The Panel provides its recommendations to all policy bodies involved in the project and Metro and Washington State Department of Transportation staff.

Organizational Responsibilities: Metro is responsible for coordinating and staffing the ERP in cooperation with the Washington State Department of Transportation, or their designate. Participating agencies and consultants are responsible for producing written material, presentation material and information needed by the ERP. The specific responsibilities of the various participants in completing this task are as follows:

1. Metro

A. Responsibilities:
- Overall management of the Expert Review Panel and presentations;
- Coordination with WSDOT/ERP consultant;
- ERP Agendas, mailing packets, presentation materials;
- Assist in preparation of periodic status reports to the ERP.

B. Products:
- ERP meetings as needed;
- ERP Presentations;
- ERP presentation material;
- Material for periodic status reports to the ERP.

2. C-Tran

A. Responsibilities:

- Presentations and presentation material on C-TRAN work products requiring ERP review and comment.

B. Products:

- ERP Presentations;
- ERP presentation material.

3. Tri-Met

A. Responsibilities:

- Presentations and presentation materials on Tri-Met work products requiring ERP review and comment.

B. Products:

- ERP Presentations;
- ERP presentation material.

4. RTC

A. Responsibilities:

- Presentations and presentation material on RTC work products requiring ERP review and comment.

B. Products:

- ERP Presentation materials;
- ERP presentations.

5. ODOT

A. Responsibilities: None.

B. Products: None.

6. WSDOT

A. Responsibilities:

- Management of the ERP staffing consultant services contract (funded through a separate Metro/WSDOT IGA);
- Coordination of State of Washington ERP requirements and reporting (funded through a separate Metro/WSDOT IGA).

B. Products:

- ERP staffing RFP, scope of work and consultant contract (funded through a separate Metro/WSDOT IGA);
- Periodic reports to State of Washington Agencies on ERP activities (funded through a separate Metro/WSDOT IGA).

7. Clackamas County

A. Responsibilities: None.

B. Products: None.

8. Multnomah County

A. Responsibilities: None.

B. Products: None.

9. Clark County

A. Responsibilities: None.

B. Products: None.

10. Oregon City

A. Responsibilities: None.

B. Products: None.

11. Gladstone

A. Responsibilities: None.

B. Products: None.

12. Milwaukie

A. Responsibilities: None.

B. Products: None.

13. Portland

A. Responsibilities: None.

B. Products: None.

14. Vancouver

A. Responsibilities: None.

B. Products: None.

4. Evaluation Methodology

Task Objectives: The purpose of this task is to prepare an evaluation methodology report that describes the specific technical methods and assumptions to be used in the Tier I analysis.

Methodology: The evaluation methodology will be structured to address the three major decisions within Tier I; the HCT mode, the study termini and narrowing of alignments. The methodology will be developed to evaluate the various mode alternatives that are identified for evaluation to determine the mode alternative that will be carried into Tier II. The methodology will be structured to address the question of what should be the extent of the study area for Tier II. The evaluation methodology will also be structured to provide decision-makers with information sufficient to narrow the range of alignment alternatives to be carried forward into Tier II. The evaluation methodology will address a range of criteria which could include:

1. Public Opinion;
2. Social and Environmental Assessment;
3. Land Use and Economic Development;
4. Capital Costs;
5. Operation and Maintenance Costing;
6. Transportation Impact Assessment;
7. Financial Analysis.

Data Requirements:

1. Preliminary definition of the mode alternatives that will be evaluated in Tier I;
2. Preliminary definition of the LRT alignment alternatives that will be evaluated in Tier I;
3. Local, regional, state and federal guidelines.

Products:

1. Evaluation Methodology Report (EMR).

Relationship To Other Activities: The evaluation methodology will be reviewed by the ERP. They will provide the basis for the analysis in Tier I, leading to a local decision defining the alternatives to be carried into the Draft Environmental Impact Statement analysis.

Organizational Responsibilities: Metro will be responsible for developing the methodology for the Tier I analysis. Assistance will be provided by Tri-Met, C-Tran, RTC and a consultant.

1. Metro

A. Responsibilities:
- Development of the methodology for the Tier I analysis.

B. Products:
- Draft and final versions of EMR.

2. C-Tran

A. Responsibilities:

- Assist in preparation of the EMR.
- Review and comment on EMR.

B. Products:

- Comments on EMR.

3. Tri-Met

A. Responsibilities:

- Assist in preparation of the EMR.
- Review and comment on EMR.

B. Products:

- Comments on EMR.

4. RTC

A. Responsibilities:

- Assist in preparation of the EMR.
- Review and comment on EMR.

B. Products:

- Comments on EMR.

5. ODOT

A. Responsibilities:

- Review and comment on EMR.

B. Products:

- Comments on EMR.

6. WSDOT

A. Responsibilities:

- Review and comment on EMR.

B. Products:

- Comments on EMR.

7. Clackamas County

A. Responsibilities:

- Review and comment on EMR.

B. Products:

- Comments on EMR.

8. Multnomah County

A. Responsibilities:

- Review and comment on EMR.

B. Products:

- Comments on EMR.

9. Clark County

A. Responsibilities:

- Review and comment on EMR.

B. Products:

- Comments on EMR.

10. Oregon City

A. Responsibilities:

- Review and comment on EMR.

B. Products:

- Comments on EMR.

11. Gladstone

A. Responsibilities:

- Review and comment on EMR.

B. Products:

- Comments on EMR.

12. Milwaukie

A. Responsibilities:

- Review and comment on EMR.

B. Products:

- Comments on EMR.

13. Portland

A. Responsibilities:

- Review and comment on EMR.

B. Products:

- Comments on EMR.

14. Vancouver

A. Responsibilities:

- Review and comment on EMR.

B. Products:

- Comments on EMR.

5. Conceptual Definition of Alternatives

Task Objective: The goal of this task is to define the wide range of High Capacity Transit mode alternatives, alignment alternatives, termini alternatives and design options to be analyzed during Tier I of the South/North AA. This range will be based on input from a broad group of constituents including the participating government agencies and jurisdictions, local neighborhood associations, community planning organizations, business groups and the general public. Each of the mode alternatives will be defined to a level of detail that will allow them to be screened with the criteria and measures described in Tier I Task 4 Evaluation Methodology. Each of the Alignment alternatives and design options will be developed to the level of detail needed to address an initial screening as required by the Evaluation Methodology developed in Task 4. Those alignment alternatives and design options which remain after the initial screen will then be developed in greater detail as needed to address the more detailed secondary screening criteria.

Methodology: The wide range of mode alternatives, alignment alternatives termini alternatives and design options will be defined utilizing input from a variety of sources. The mode and alignment alternatives will be based on recommendations from local governments, FTA, the Expert Review Panel and the public. The design options will be more locally derived based on recommendations from participating governments, neighborhoods and the general public. The methodology for gathering opinion on these mode alternatives and alignment options has two major components:

1. Local Government Policy Recommendations - A substantial amount of previous analysis has taken place with regards to particular elements of HCT development within the South/North Corridor. Several jurisdictions have established policies with regards to HCT development within the corridor. The past work and existing policies will be reviewed and codified and the significant elements will be included in the definition of the range of mode and alignment alternatives and design options.

2. The general public, including local neighborhood groups and business organizations will have opportunities to express an opinion on modes and alignments and to have their recommendations included in the analysis. A series of public workshops will be held throughout the corridor with the intention of identifying mode and alignment alternatives and design options which have public support but which may not have been identified in earlier local government studies.

Data Requirements:

<u>Mode and Alignment Alternatives</u>

1. Summary of previous HCT studies in the corridor;
2. Facility and Operating Guidelines report;
3. Tier I screening criteria;
4. State and local policy documentation.

Alignment Options

1. Existing road network and operating characteristics;
2. Existing transit service in the corridor;
3. Facility and Operating Guidelines report;
4. Summary of previous HCT studies in the corridor;
5. Design standards.

Products:

1. Alignment alternative, termini alternatives and design option maps;
2. 4 mode alternative model runs;
3. Tier I Definition of Alternative Report;
4. Conceptual Definition of Alternatives Report;
5. 1992, No Build, TSM and 13 LRT transit networks for Tier I modeling.

Relationship to Other Activities: The public workshop process described in Task 2 Public Involvement will provide input into this process. The mode and alignment alternatives and design options described in this task will be fundamental to Task 6 Conceptual Design, Task 7 Prepare Data on Alternatives and Task 8 Compare and Screen Alternatives.

Organizational Responsibilities: The specific responsibilities of the study participants in completing this task are as follows:

1. Metro

A. Responsibilities:
- Manage this task;
- Define the highway networks for modeling;
- Review and comment on the transit networks;
- Prepare the highway and transit networks for modeling;
- Produce corridor level mapping of the transit networks and the alignment alternatives using the RLIS system;
- Draft "Conceptual Definition of Alternatives Report";
- Coordinate review and revisions of report based on comments.

B. Products:
- Tier I Definition of Alternatives Report;
- 4 mode alternative model runs;
- 1992 No-Build, TSM and 13 LRT transit networks for Tier I Modeling;
- Conceptual Definition of Alternatives Report.

2. C-Tran

A. Responsibilities:
- Lead responsibility for defining the transit networks for Clark County in coordination with Tri-Met and RTC;
- Provide assistance in defining and screening the alignment alternatives, termini alternatives and design options;
- Review and Comment on draft reports.

B. Products:
- Definition of transit networks for Clark County.

3. Tri-Met

A. Responsibilities:
- Coordination of the definition of transit networks, working in conjunction with C-Tran;
- Provide transit operations analysis and support;
- Provide conceptual engineering maps and engineering support as needed for the conceptual definition of alternatives report;
- Coordinate with C-Tran, Metro and RTC to ensure consistency among transit networks in the two transit districts;
- Assist Metro in drafting portions of the Conceptual Definition of Alternatives Report.

B. Products:
- Alignment Alternatives maps.

4. RTC

A. Responsibilities:
- Work in conjunction with C-Tran to define the transit networks in Clark County;
- Assist in the definition of Highway networks for Clark County;
- Review and comment on draft reports;
- Prepare Clark County highway and transit networks for modeling.

B. Products:
- Clark County networks coded.

5. ODOT

A. Responsibilities:
- Provide data and actively participate in the development of alternatives;
- Review and Comment on highway networks, transit networks and draft reports.

B. Products: None.

6. WSDOT

A. Responsibilities:
- Provide data and actively participate in the development of alternatives;
- Review and Comment on highway networks, transit networks and draft reports.

B. Products: None.

7. Clackamas County

A. Responsibilities:
- Review and Comment on highway networks, transit networks and draft reports.

B. Products: None.

8. Multnomah County

A. Responsibilities:

- Review and Comment on highway networks, transit networks and draft reports.

B. Products: None.

9. Clark County

A. Responsibilities:

- Review and Comment on highway networks, transit networks and draft reports.

B. Products: None.

10. Oregon City

A. Responsibilities:

- Review and Comment on highway networks, transit networks and draft reports.

B. Products: None.

11. Gladstone

A. Responsibilities:

- Review and Comment on highway networks, transit networks and draft reports.

B. Products: None.

12. Milwaukie

A. Responsibilities:

- Review and Comment on highway networks, transit networks and draft reports.

B. Products: None.

13. Portland

A. Responsibilities:

- Review and Comment on highway networks, transit networks and draft reports.

B. Products: None.

14. Vancouver

A. Responsibilities:

- Review and Comment on highway networks, transit networks and draft reports.

B. Products: None.

6. Conceptual Design

Task Objective: The primary objective of this task is to develop design concepts on mode and alignment alternatives in sufficient detail to provide preliminary data on the costs and impacts of the alternatives. Work in this task will include engineering activities necessary to support the Tier I mode, termini and alternative decisions. For the mode alternative analysis this will include the development of general design concepts of major mode related facilities such as transit centers, station facilities and inter-modal connections. For alignment alternatives and design options this task will include a conceptual level of design for the entire length of the corridor and a more detailed level of conceptual engineering for significant sites. The significant sites include those areas which contain multiple alignment or design options within a relatively small area, and it includes those sites which have significantly high construction costs, complex design requirements, or intricate relationships between facility design and operations.

In particular, this task will seek to describe the mode alternatives and alignment alternatives in sufficient detail to:

1. Reveal any significant design issues;
2. Permit accurate estimates of capital costs;
3. Allow alternate operational strategies to be developed and tested;
4. Analyze urban design and land use impacts and requirements.

Methodology:

A. Mode Alternatives

The mode alternatives will be developed to a general level of design detail. This will include a general level of mapping as appropriate, for example the conceptual design of a light rail transit alternative could include a system-level map with potential station locations and conceptual designs of how the rail system interfaces with the bus network.

B. Alignment Alternatives and Design Options

The alignment alternatives and design options will require a greater level of detailed conceptual design work in order to adequately compare alternatives or options within a particular problem area. The alignments identified in the Conceptual Definition of Alternatives Report will be mapped at 1" to 100'. With the mapping and the alternatives report as a guide, conceptual engineering will be developed for particular problem areas which include multiple alignment options. Some new base maps need to be developed. Examples of the types of locations within the South/North Corridor which may require more detailed analysis include:

1. Columbia and Willamette River crossings;
2. Downtown areas (Portland, Vancouver, Milwaukie, Oregon City);
3. Shopping Centers (Clackamas Town Center, Vancouver Mall).

Other areas with multiple alignment alternatives or design options may also be addressed in detail.

The development of consistent regional policies relating to parking, design and aesthetics will be examined.

Data Requirements:

1. Facility and Operating Guidelines;
2. Conceptual Definition of Alternatives Report;
3. Previous HCT studies within the corridor;
4. 1" to 100' base maps.

Products:

1. 1" to 100' base maps where needed:.
2. 1" to 100' alignment maps of all alternatives and selected design options;
3. Plans and profiles for specific sites within the corridor.

Relationship to Other Activities: This task uses as its basis the Conceptual Definition of Alternatives Report developed in Task 5 Define Alternatives. The resulting conceptual designs will be used in subsequent tasks to determine costs and impacts.

Organizational Responsibilities: The specific responsibilities of the study participants in completing this task are as follows:

1. Metro

A. Responsibilities:
- Coordinate public involvement in the development and review of alignment alternatives, design options and engineering maps;
- Provide data (documents or graphics) as necessary
- Attend meetings as required;
- Ensure that products developed are adequate upon which to base the Tier I decisions.

B. Products: None.

2. C-Tran

A. Responsibilities:
- Coordinate public involvement in Washington in the development and review of alignment alternatives, design options and engineering maps;
- Provide data (documents or graphics) as necessary.

B. Products: None.

3. Tri-Met

A. Responsibilities:
- Provide overall management for this task;
- Hire and manage an engineering consultant;
- Prepare base mapping for areas of the corridor where mapping is not available;
- Prepare alignment alternative and design option conceptual engineering drawings for all alignment alternatives and selected design options;
- Participate in public meetings and workshops to review proposed alignment

alternatives and design options;
- Prepare maps and graphics for public presentations;
- Evaluate transit operations impacts of proposed conceptual designs;
- Coordinate with Metro, C-Tran and local jurisdictional staff in the development of conceptual designs.

B. Products:
- Base maps for the entire corridor;
- Engineering drawings and conceptual alignment maps for all corridor alignment alternatives and selected design options;
- Presentation graphics for public involvement activities;
- Preliminary alignment studies and plans.

4. RTC

A. Responsibilities:
- Attend meetings as required;
- Provide requested documents or drawings in hard copy and/or electronic format as required.

B. Products: None.

5. ODOT

A. Responsibilities:
- Provide staff assistance to evaluate engineering designs which are on, adjacent to or have an impact on state facilities;
- Provide base mapping, as-builts, and designs for planned facilities in areas where LRT facilities interface with state facilities;
- Provide assistance in resolving issues and provide policy guidance where LRT alternatives may conflict with state facilities;
- Attend meetings as required;
- Provide requested documents or drawings in hard copy and/or electronic format as required.

B. Products: None.

6. WSDOT

A. Responsibilities:
- Provide staff assistance to evaluate engineering designs which are on, adjacent to or have an impact on state facilities;
- Provide base mapping, as-builts, and designs for planned facilities in areas where LRT facilities interface with state facilities;
- Provide assistance in resolving issues and provide policy guidance where LRT alternatives may conflict with state facilities;
- Attend meetings as required;
- Provide requested documents or drawings in hard copy and/or electronic format as required.

B. Products: None.

7. Clackamas County

A. Responsibilities:
- Provide staff assistance and local public involvement in development and review of alignment maps and engineering drawings;

- Provide base mapping, as builts, and designs for planned facilities in areas where LRT alternatives interface with local jurisdiction facilities;
- Provide assistance in resolving issues and provide policy guidance where LRT alternatives conflict with local jurisdiction facilities;
- Attend meetings as required;
- Provide requested documents or drawings as required.

B. Products: None.

8. Multnomah County

A. Responsibilities:

- Provide staff assistance and local public involvement in development and review of alignment maps and engineering drawings;
- Provide base mapping, as builts, and designs for planned facilities in areas where LRT alternatives interface with local jurisdiction facilities;
- Provide assistance in resolving issues and provide policy guidance where LRT alternatives conflict with local jurisdiction facilities;
- Attend meetings as required;
- Provide requested documents or drawings as required.

B. Products: None.

9. Clark County

A. Responsibilities:

- Provide staff assistance and local public involvement in development and review of alignment maps and engineering drawings
- Provide base mapping, as builts, and designs for planned facilities in areas where LRT alternatives interface with local jurisdiction facilities;
- Provide assistance in resolving issues and provide policy guidance where LRT alternatives conflict with local jurisdiction facilities;
- Attend meetings as required;
- Provide requested documents or drawings as required.

B. Products: None.

10. Oregon City

A. Responsibilities:

- Provide staff assistance and local public involvement in development and review of alignment maps and engineering drawings;
- Provide base mapping, as builts, and designs for planned facilities in areas where LRT alternatives interface with local jurisdiction facilities;
- Provide assistance in resolving issues and provide policy guidance where LRT alternatives conflict with local jurisdiction facilities;
- Attend meetings as required;
- Provide requested documents or drawings as required.

B. Products: None.

11. Gladstone

A. Responsibilities:

- Provide staff assistance and local public involvement in development and review of alignment maps and engineering drawings;
- Provide base mapping, as builts, and designs for planned facilities in areas

where LRT alternatives interface with local jurisdiction facilities;
- Provide assistance in resolving issues and provide policy guidance where LRT alternatives conflict with local jurisdiction facilities;
- Attend meetings as required;
- Provide requested documents or drawings as required.

B. Products: None.

12. Milwaukie

A. Responsibilities:
- Provide staff assistance and local public involvement in development and review of alignment maps and engineering drawings;
- Provide base mapping, as builts, and designs for planned facilities in areas where LRT alternatives interface with local jurisdiction facilities;
- Provide assistance in resolving issues and provide policy guidance where LRT alternatives conflict with local jurisdiction facilities;
- Attend meetings as required;
- Provide requested documents or drawings as required.

B. Products: None.

13. Portland

A. Responsibilities:
- Provide staff assistance and local public involvement in development and review of alignment maps and engineering drawings;
- Provide base mapping, as builts, and designs for planned facilities in areas where LRT alternatives interface with local jurisdiction facilities;
- Provide assistance in resolving issues and provide policy guidance where LRT alternatives conflict with local jurisdiction facilities;
- Attend meetings as required;
- Provide requested documents or drawings as required.

B. Products: None.

14. Vancouver

A. Responsibilities:
- Provide staff assistance and local public involvement in development and review of alignment maps and engineering drawings;
- Provide base mapping, as builts, and designs for planned facilities in areas where LRT alternatives interface with local jurisdiction facilities;
- Provide assistance in resolving issues and provide policy guidance where LRT alternatives conflict with local jurisdiction facilities;
- Attend meetings as required;
- Provide requested documents or drawings as required.

B. Products: None.

7. Prepare Data On Alternatives

7.1 Assess Transportation Impacts

Task Objective: The purpose of this task is to prepare the data necessary to evaluate mode alternatives, alignment alternatives termini alternatives and design options developed in Task 5.

Methodology: Utilizing the evaluation methodology as a guide, data will be developed based on the alignment alternatives and design options developed in Task 5. The data will be developed at a conceptual level of detail appropriate for comparing mode alternatives, study termini alternatives, alignment alternatives and design options. Data will be prepared utilizing 16 different model runs including a 1992 base year, 2015 No-Build, 2015 TSM and 13 different 2015 LRT alternatives.

The following areas will be covered in this task:

1. Travel demand forecasts for the 18 alternatives;
2. Operational description of alternatives;
3. Preliminary operating and maintenance costs;
4. Preliminary cost-effectiveness evaluation.

Data Requirements:

1. Evaluation Methodology Report;
2. Mapping and sketch plan description of mode and alignment alternatives;
3. Highway and transit networks as defined for modeling purposes;
4. Travel demand modeling output.

Products:

1. Scoping Process Narrowing Report;
2. Tier I Transit Impacts section of the Transportation Impacts Report;
3. Tier I Traffic Impacts section of the Transportation Impacts Report;
4. Transportation Impacts Report.

Relationship to Other Activities: This task requires the definition of mode, termini and alignment alternatives, development of the evaluation methodology report, and background data from previous high capacity studies. This task will provide the data for the criteria to be used in Task 8 to compare and screen the mode and alignment alternatives.

Organizational Responsibilities: Metro is responsible for managing the collection of data. Assistance in preparing, evaluating and reviewing the data will be provided by Tri-Met, C-TRAN and the participating jurisdictions. The specific responsibilities of the project participants in completing this task are:

1. Metro

A. Responsibilities:

- Overall management of this task;

- Coordination of development of model inputs;
- Do full set of model runs for a minimum of 18 mode, termini and alignment alternatives;
- Prepare model outputs as needed to address the evaluation criteria;
- Coordinate the analysis of model output data;
- Manage the preparation of preliminary cost-effectiveness evaluation, including review of methodology, preparation of travel demand outputs, model outputs or O & M costing, review and summary of cost effectiveness outputs;
- Draft the Transit Impact section of the Tier I Transportation Impacts Report;
- Prepare maps and graphics for the Transit Impacts section;
- Produce Traffic assignments as needed for the Traffic Impacts section of the Tier I Transportation Impacts Report;
- Assist in drafting the Regional Highway Impacts subsection of the Traffic Impacts Report;
- Review and comment on the draft Traffic Impacts section;
- Coordinate the production of the Tier I Transportation Impacts Report.

B. Products:

- Scoping Process Narrowing Report;
- Tier I Transit Impacts section of the Transportation Impacts Report;
- Tier I Traffic Impacts section of the Transportation Impacts Report;
- Transportation Impacts Report.

2. C-Tran

A. Responsibilities:

- Assist in the preparation of model inputs;
- Review and comment on model inputs;
- Assist in the review of the methodology for cost-effectiveness evaluation;
- Review annualized O & M, capital cost and ridership data for input into the cost effectiveness evaluation;
- Assist in writing the Transit Impacts section of the Tier I Transportation Impacts Report with particular emphasis on Clark County transit operational issues;
- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

3. Tri-Met

A. Responsibilities:

- Assist in the preparation of modeling inputs;
- Review and comment on model inputs;
- Assist in the review of the methodology for cost effectiveness evaluation;
- Prepare annualized O & M, capital cost and ridership data for input into the cost-effectiveness evaluation;
- Prepare and run the cost-effectiveness spread sheet analysis and review and comment on the results;
- Assist in drafting the Transit Impacts section of the Tier I Transportation Impacts Report with particular emphasis on operations and reliability issues;
- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

4. RTC

A. Responsibilities:

- Assist in the development and preparation of model inputs for Clark County for mode, alignment and termini alternatives;
- Assist Metro in the preparation of cost-effectiveness inputs and in the evaluation of cost-effectiveness outputs;
- Assist Metro in preparing and analyzing model outputs;
- Assist in drafting the Transit Impacts section (with emphasis on Clark County issues);
- Review traffic assignments;
- Assist in drafting the Regional Highway Impacts subsection of the Traffic Impacts section;
- Assist in the evaluation of model outputs as needed for Clark County;
- Review and comment on the draft report.

B. Products: None.

5. ODOT

A. Responsibilities:

- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

6. WSDOT

A. Responsibilities:

- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

7. Clackamas County

A. Responsibilities:

- Work with Tier I traffic consultant to define areas of concern;
- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

8. Multnomah County

A. Responsibilities:

- Work with Tier I traffic consultant to define areas of concern;
- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

9. Clark County

A. Responsibilities:

- Work with Tier I traffic consultant to define areas of concern;
- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

10. Oregon City

A. Responsibilities:

- Work with Tier I traffic consultant to define areas of concern;

- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

11. Gladstone

A. Responsibilities:

- Work with Tier I traffic consultant to define areas of concern;
- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

12. Milwaukie

A. Responsibilities:

- Work with Tier I traffic consultant to define areas of concern;
- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

13. Portland

A. Responsibilities:

- Work with Tier I traffic consultant to define areas of concern;
- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

14. Vancouver

A. Responsibilities:

- Work with Tier I traffic consultant to define areas of concern;
- Review and comment on the draft Tier I Transportation Impacts Report.

B. Products: None.

7.2 Assess Physical and Social Environment Impacts

Task Objectives: The purpose of this task is to identify the significant physical environmental and social characteristics and differences of the termini options, alignment alternatives and some design options, identified for evaluation and/or narrowing in Tier I.

Methodology: Evaluation of termini options and alignment alternatives in Tier I will include a reconnaissance level evaluation and comparison of the potential significant physical and social environmental impacts. There will not be an EIS level of analysis at this stage, instead the analysis will focus on an order of magnitude comparison of the significant physical and social environmental characteristics and potential impacts of the various alternatives. The analysis will focus on providing information that will address the evaluation criteria as defined in the Tier I Evaluation Methodology Report.

A. Land Use and Economic - Population and employment with access to the various alternatives will be identified and evaluated. The evaluation will look at how the alternatives promote desired land use patterns and development. Criteria specified in the evaluation methodology report will be used. Broad land use and economic analysis will be developed to assist in comparing the terminus options and alternative alignments to determine which alternatives should be carried forward for further study in Tier II. Data to be collected for comparison includes:

1. Existing land use;
2. Existing comprehensive plans;
3. Vacant and re-developable lands;
4. Potential future land use (as defined by 2040 Scenarios) with respect to the potential to be transit supportive in the future. An analysis will be preformed that will utilize 2040 population and employment data in Oregon and the proposed land use plans developed under GMA in Washington to compare possible future land use scenario's that could go beyond the existing comprehensive plans.

B. Right-of-way & Displacement - Probable significant right-of-way and displacement impacts will be identified utilizing the 1"=100' conceptual engineering drawings.

C. Communities and Neighborhoods - Areas where probable significant adverse impacts to communities or neighborhoods would likely occur will be identified and evaluated.

D. Noise & Vibration - Estimated LRT travel speeds will be determined. Based on the estimated travel speeds, the estimated distance of noise and vibration impacts will be defined on 1"=100' engineering maps. From these maps, the number of structures possibly impacted will be evaluated.

E. Ecosystems - Areas where probable impacts to wetlands, significant habitat areas and parklands will be identified and evaluated.

F. Historic & Cultural - Structures over 50 years old will be defined utilizing the RLIS data base. The number of resources that would likely be impacted will be evaluated and compared for the alternatives or design options.

G. Local & Systemwide Traffic - Probable significant traffic impacts associated with alternatives/design options will be identified and evaluated.

Data Requirements:

1. Definition of termini options;
2. Conceptual definition of alignment alternatives;
3. Conceptual definition of design options to be narrowed;
4. System planning level identification of physical and social environmentally sensitive areas;
5. Tier I Evaluation Methodology criteria.

Products:

1. Report identifying and comparing potential significant impacts associated with the termini options and alignment alternatives;
3. Various technical memorandum evaluating impacts of design options.

Relationship To Other Activities: The Tier I physical and social environmental assessment is intended to support the process of narrowing termini options, alignment alternatives and design options.

Organizational Responsibilities: Metro will be responsible for overall management of this task. Tri-Met, C-TRAN and local jurisdictions will assist in identifying potential impacts of termini and alignment alternatives. A consultant will provide assistance in identifying the potential impacts.

C-TRAN will prepare documentation required by the Washington State Environmental Policy Act. Metro/C-TRAN will work to ensure consistency between documents prepared in response to state and federal requests.

1. Metro

A. Responsibilities:
- Overall management of this task;
- Develop consultant scope of work for this task;
- Draft Tier I Environmental and Land Use Report;
- Coordinate with local, state and federal agencies;
- Coordinate local review of draft report.

B. Products:
- Environmental and Land Use Report to support Tier I narrowing of termini options and alignment alternatives;
- Various technical memorandum for narrowing of design options.

2. C-Tran

A. Responsibilities:
- Ensure compliance with SEPA, as necessary, during Tier I;
- Coordinate analysis and review with state of Washington resources agencies as required to complete Tier I;
- Assist in the identification of significant impacts related to the various

alternatives on the Washington side of the Columbia River;
- Review and comment on draft Environmental and Land Use Report;
- Assist in the selection of the DEIS consultant.

B. Products: None.

3. Tri-Met

A. Responsibilities:
- Provide engineering maps defining termini options and alignment alternatives for evaluation;
- Assist in the definition of associated facilities (transit centers, station locations, and pard/ride lots) for evaluation;
- Assist in the identification of significant impacts related to the various alternatives;
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

4. RTC

A. Responsibilities:
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

5. ODOT

A. Responsibilities:
- Assist in the identification of significant impacts related to the various alternatives as the alternatives relate to ODOT facilities;
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

6. WSDOT

A. Responsibilities:
- Assist in the identification of significant impacts related to the various alternatives as the alternatives relate to WSDOT facilities;
- Assistance in consultant selection;
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

7. Clackamas County

A. Responsibilities:
- Assist in the identification of significant impacts related to the various alternatives in Clackamas County;
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

8. Multnomah County

A. Responsibilities:
- Assist in the identification of significant impacts related to the various alternatives in Multnomah County;
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

9. Clark County

A. Responsibilities:

- Assist in the identification of significant impacts related to the various alternatives in Clark County;
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

10. Oregon City

A. Responsibilities:

- Assist in the identification of significant impacts related to the various alternatives in Oregon City;
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

11. Gladstone

A. Responsibilities:

- Assist in the identification of significant impacts related to the various alternatives in Gladstone;
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

12. Milwaukie

A. Responsibilities:

- Assist in the identification of significant impacts related to the various alternatives in Milwaukie;
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

13. Portland

A. Responsibilities:

- Assist in the identification of significant impacts related to the various alternatives in Portland;
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

14. Vancouver

A. Responsibilities:

- Assist in the identification of significant impacts related to the various alternatives in Vancouver;
- Review and comment on draft Environmental and Land Use Report.

B. Products: None.

7.3 Operating and Maintenance (O&M) and Capital Cost Estimates

Task Objectives: The purpose of this task is to develop order-of-magnitude capital and O&M costs for the mode alternatives, termini alternatives and alignment alternatives identified in the Conceptual Definition of Alternatives Report.

Methodology: The methodology used will be similar to the costing methodologies used for the Preliminary Alternatives Analysis, but will more accurately differentiate Tri-Met and C-Tran costs. The O&M costs will be developed by applying the current five factor O&M cost estimation model maintained by Tri-Met to the various Termini options and alternatives defined in the Tier I Description of Alternatives Report.

The mode capital costs will be developed using a methodology appropriate for this level of facility design to estimate costs for the capital elements of the various mode alternatives. A new capital cost methodology report, building on the Westside/Hillsboro methodology, will be prepared.

Alternative alignment segments will be defined. Using conceptual engineering plans, conceptual capital costs will be developed for the options to be compared. These estimates will follow the Pre-AA capital cost methodology format, but will focus on cost differences (i.e. differences in length, ROW, size of structures, etc.) which can be identified from the plans.

Data Requirements:

1. Conceptual definition of mode alternatives;
2. Conceptual definition of alignment alternatives;
3. Facility and Operating Guidelines.

Products:

1. Tier I Comparative Capital Cost Estimates Report;
2. Tier I O&M Cost Estimate Report.

Relationship To Other Activities: The Tier I cost estimates will provide input into the decision-making process described in Task 8 Compare and Screen Alternatives.

Organizational Responsibilities: Tri-Met is responsible for this task with C-TRAN, Metro and RTC providing inputs into the O&M costing. The specific responsibilities of the project participants in completing this task are:

1. Metro

A. Responsibilities:

- Ensure that capital cost and O&M cost estimates are consistent with Tier I evaluation methodology;
- Review and approve the Tier I Capital Cost Methodology Report;
- Prepare the Order of Magnitude Capital Cost estimates;
- Review and approve Tier I Capital Cost Report;
- Work with Tri-Met, RTC and C-Tran to define O&M inputs (i.e. peak-to-

base ratio, reporting year dollars and future year inflation factors);
- Work with Tri-Met, C-Tran and RTC to define transit networks for O&M costs;
- Review preliminary O&M estimates for reasonableness;
- Review and approve Tier I O&M Cost Estimate Report.

B. Products:
- Prepare the Order of Magnitude Capital Cost Estimates;

2. C-Tran

A. Responsibilities:
- Review and comment on draft Tier I Capital Cost Estimate Report;
- Provide inputs (i.e. C-Tran unit costs) for O&M costing to Tri-Met;
- Work with Tri-Met and Metro to define O&M inputs (i.e. peak-to-base ratio, reporting year dollars and future year inflation factors);
- Review preliminary O&M estimates for reasonableness;
- Review and comment on Tier I O&M Cost Estimate Report.

B. Products: None.

3. Tri-Met

A. Responsibilities:
- Develop capital costing methodology for Tier I;
- Produce necessary inputs to Tier I capital costing task;
- Manage consultant preparation of Tier I capital cost estimates;
- Draft Capital Cost Estimate Report;
- Work with Metro, C-Tran and RTC to define the O&M costing methodology;
- Work with Metro, C-Tran and RTC to define O&M inputs (i.e. peak-to-base ratio, reporting year dollars and future year inflation factors);
- Prepare preliminary O&M estimates for reasonableness review;
- Draft O&M Cost Estimate Report.

B. Products:
- Tier I Capital Cost Estimate Report;
- Tier I O&M Cost Estimate Report.

4. RTC

A. Responsibilities:
- Review and comment on draft Tier I Capital Cost Estimate Report;
- Work with Tri-Met, C-Tran and Metro to define O&M inputs (i.e. peak-to-base ratio, reporting year dollars and future year inflation factors);
- Work with Metro, C-Tran and Tri-Met to define networks for O&M costs;
- Review preliminary O&M estimates for reasonableness;
- Review and comment on Tier I O&M Cost Estimate Report.

B. Products: None.

5. ODOT

A. Responsibilities:
- Provide capital cost estimates for Highway related elements of various alternatives;
- Ensure consistency with the appropriate Highway costing methodologies;

- Review and comment on draft Tier I O&M Cost Estimate Report.

B. Products:

- Capital costs for various Highway related elements.

6. WSDOT

A. Responsibilities:

- Provide capital cost estimates for Highway related elements of various alternatives;
- Ensure consistency with the appropriate Highway costing methodologies;
- Review and comment on draft Tier I O&M Cost Estimate Report.

B. Products:

- Capital costs for various Highway related elements.

7. Clackamas County

A. Responsibilities:

- Review and comment on draft Tier I Capital Cost Estimate Report;
- Review and comment on draft Tier I O&M Cost Estimate Report.

B. Products: None.

8. Multnomah County

A. Responsibilities:

- Review and comment on draft Tier I Capital Cost Estimate Report;
- Review and comment on draft Tier I O&M Cost Estimate Report.

B. Products: None.

9. Clark County

A. Responsibilities:

- Review and comment on draft Tier I Capital Cost Estimate Report;
- Review and comment on draft Tier I O&M Cost Estimate Report.

B. Products: None.

10. Oregon City

A. Responsibilities:

- Review and comment on draft Tier I Capital Cost Estimate Report;
- Review and comment on draft Tier I O&M Cost Estimate Report.

B. Products: None.

11. Gladstone

A. Responsibilities:

- Review and comment on draft Tier I Capital Cost Estimate Report;
- Review and comment on draft Tier I O&M Cost Estimate Report.

B. Products: None.

12. Milwaukie

A. Responsibilities:

- Review and comment on draft Tier I Capital Cost Estimate Report;
- Review and comment on draft Tier I O&M Cost Estimate Report.

B. Products: None.

13. Portland

A. Responsibilities:

- Review and comment on draft Tier I Capital Cost Estimate Report;
- Review and comment on draft Tier I O&M Cost Estimate Report.

B. Products: None.

14. Vancouver

A. Responsibilities:

- Review and comment on draft Tier I Capital Cost Estimate Report;
- Review and comment on draft Tier I O&M Cost Estimate Report.

B. Products: None.

8. Compare and Screen Alternatives (Decision-Making Process)

Task Objective: The purpose of this task is to screen the alternatives using the adopted Evaluation Methodology Report prepared under task 4. This task will screen the alternatives using previously developed criteria, measures and data. The remaining most promising alternatives will then be developed in more detail and evaluated in Tier II of the Alternatives Analysis.

Methodology: The Evaluation Methodology Report will specifically define the process and information used in comparing and screening the alternatives. In general, the emphasis will be to select alternatives that best work to solve the problems in the corridor while meeting the project's goals and objectives. The evaluation will emphasize feasibility and desirability, with the intent to retain alternatives which illustrate the trade-offs encountered in solving the corridors' transportation problems.

The screening process will consist of three interrelated processes:

1. Public Comment;
2. Technical Staff evaluation;
3. Policy-Maker evaluation.

The process will lead to the selection of a single high capacity transit mode with approximately two to three general alignment alternatives. The alignment alternatives and potential station areas of the preferred HCT mode will then be studied further in a full DEIS in Tier II along with a No-Build and a TSM alternative for the selection of a locally preferred alternative for the corridor.

There are three elements to the screening process envisioned in Tier I, screening of mode options, selecting study termini for Tier II, and screening of alignment options. Screening of mode options will examine which modes are promising enough to be carried forth for further study. Selection of the study termini will determine which segments of the corridor should advance into Tier II for more detailed analysis.

Alignment options will be screened on a segment by segment basis. Data that is appropriate for making screening decisions among a wide range of alignment options will be analyzed.

Data Requirements:

1. Mapping and Definition of Alternatives;
2. Task 7 Summary Reports;
3. Evaluation Methodology Report;
4. Public Involvement Plan.

Products:

1. Public presentation materials summarizing the alternatives being considered;
2. Summary of the process and decisions made to screen the alternatives;
3. Tier I Evaluation Report.

Relationship to Other Activities: This task is the culmination of Tier I alternative development. It incorporates the methodologies and guidelines, alternative development and definition, and the screening of alternatives. The process will result in a preferred HCT alternative which will be advanced into the next phase of the study, to be evaluated along with a No Build and TSM Alternative. The public participation program will play a key role in this task as public comment will be sought for the screening of alternatives.

Organizational Responsibilities: Metro is responsible for managing this task. Other participating agencies will play important roles in the evaluation process, both at the technical and policy level. Agency staff will assist Metro in implementing the Public Involvement Plan. The specific responsibilities of the project participants in completing this task are:

1. Metro

A. Responsibilities:

- Overall management of this task;.
- Coordination and management of the decision-making process;
- Preparation of support material, presentation material, documentation and description of the decision-making process.

B. Products:

- Summary document outlining the alternatives, criteria and measures for all Tier I choices (scoping and design option and alternatives narrowing);
- Public presentation material and presentations summarizing the alternatives being considered and the criteria and measures for the various alternatives;
- Tier I workshops and decision-making forums/meetings;
- Tier I Evaluation Report;
- Tier I action by the Metro Council.

2. C-Tran

A. Responsibilities:

- Coordination of decision-making process within Clark County jurisdictions;
- Preparation of support material, presentation material, documentation as required for Clark County jurisdictions
- Review and comment on the Tier I evaluation report;
- Provide data and actively participate in the development of alternatives.

B. Products:

- Tier I action by the C-Tran Board.

3. Tri-Met

A. Responsibilities:

- Participation in process as a recommending agency.

B. Products:

- Tier I recommendation resolution.

4. RTC

A. Responsibilities:

- Coordination with State of Washington RTP and UWP requirements;
- Assist in the preparation of support material;
- Participation in process as a recommending agency.

B. Products:
- Tier I recommendation resolution.

5. ODOT

A. Responsibilities:
- Participation in process as a recommending agency.

B. Products:
- Tier I recommendation resolution.

6. WSDOT

A. Responsibilities:
- Participation in process as a recommending agency.

B. Products:
- Tier I recommendation resolution.

7. Clackamas County

A. Responsibilities:
- Participation in process as a recommending agency.

B. Products:
- Tier I recommendation resolution.

8. Multnomah County

A. Responsibilities:
- Participation in process as a recommending agency.

B. Products:
- Tier I recommendation resolution.

9. Clark County

A. Responsibilities:
- Participation in process as a recommending agency.

B. Products:
- Tier I recommendation resolution.

10. Oregon City

A. Responsibilities:
- Participation in process as a recommending agency.

B. Products:
- Tier I recommendation resolution.

11. Gladstone

A. Responsibilities:
- Participation in process as a recommending agency.

B. Products:
- Tier I recommendation resolution.

12. Milwaukie

A. Responsibilities:
- Participation in process as a recommending agency.

B. Products:
- Tier I recommendation resolution.

13. Portland

A. Responsibilities:

- Participation in process as a recommending agency.

B. Products:

- Tier I recommendation resolution.

14. Vancouver

A. Responsibilities:

- Participation in process as a recommending agency.

B. Products:

- Tier I recommendation resolution.

9. Preliminary Financial Analysis

Task Objective: The purpose of this task is to determine the financial implications of the alternatives. This task will test the financial viability of the various alternatives, as well as the financial capacity of the region to develop a fixed guideway in the South/North Corridor. It will also provide information to decision-makers regarding the risks and uncertainties associated with funding the various alternatives. A key purpose of this task is to assist local decision-makers in determining how best to raise capital for the investments being considered.

Methodology: The task will evaluate various alternative financing strategies for transit development for the alternatives under consideration. Revenues and costs will be forecast through the horizon year of the study on an annual basis. Deficits will be identified. Measures to cover the deficits will be explored, including taxes, charges, fees, joint public-private development, grants and dedicated revenues. The impact of each funding option on the ability of the region to develop further HCT corridors and a regional dedicated revenue for HCT development will be evaluated.

Data Requirements:

1. Financial Analysis results from the Regional HCT study, the Westside and Hillsboro AA's, and the Preliminary AA's;
2. Base year capital costs and year of expenditure capital costs;
3. Base year O&M costs and horizon year O&M forecasts;
4. Operating cost split assumptions between Washington/Oregon;
5. Community attitudes toward funding options survey;
6. Assumptions regarding Section 3 funding availability.

Products:

1. Tier I year of expenditure capital cost report;
2. Tier I community attitudes towards funding options report;
3. Draft definition of funding scenario's;
4. Tier I financial thresholds report;
5. Tier I report on alternatives which appear to be financially feasible/promising;
6. Tier I South/North Financing Action Plan Report.

Relationship to Other Activities: The financial analysis task begins early in this study. Cost estimates and defined alternatives will significantly affect the outcome of the financial analysis. Products from this task will be used to select the preferred mode, study termini and alignment alternatives to advance into Tier II. The results of this task will also be used to develop the system financing plan for the Regional HCT Plan and to develop a strategy for securing local funding sources for the proposed investment.

Organizational Responsibilities: Metro will manage this task with assistance from Tri-Met and C-TRAN through the Transportation Management Advisory Committee (TMAC) and the Finance Sub-Committee of JPACT. Participating Jurisdictions will contribute to this task through those committees and through review of the products and assumptions of this task. Consultant assistance will be utilized. The specific responsibilities of the

project participants in completing this task are:

1. Metro

A. Responsibilities:

- Overall management of this task;
- Define and manage consultant work plan, schedule and products for this task;
- Work with Tri-Met and C-Tran to develop capital and operating cost split assumptions;
- Coordinate development of survey on community attitudes toward funding;
- Coordinate review and comment of TAC and PMG on various reports and memorandum.

B. Products:

- Tier I community attitudes towards funding options report;
- Draft definition of funding scenario's;
- Tier I financial thresholds report;
- Tier I report on alternatives which appear to be financially feasible/ promising;
- Tier I South/North Financing Action Plan Report.

2. C-Tran

A. Responsibilities:

- Provide operating cost data;
- Work with Metro and Tri-Met to define operating cost split assumptions;
- Work with Metro to define Clark County community attitudes toward funding options;
- Review and comment on various reports and technical memorandum.

B. Products: None

3. Tri-Met

A. Responsibilities:

- Provide operating cost data;
- Provide Tri-Met long range financial forecasting assumptions;
- Work with Metro to prepare draft funding scenarios;
- Tier I year of expenditure capital cost report;
- Work with Metro and C-Tran to define operating cost split assumptions;
- Work with Metro to define community attitudes toward funding options;
- Review and comment on various reports and technical memorandum.

B. Products: None.

4. RTC

A. Responsibilities:

- Review and comment on various reports and technical memorandum.

B. Products: None

5. ODOT

A. Responsibilities;

- Review and comment on various reports and technical memorandum.

B. Products: None

6. WSDOT

A. Responsibilities:

- Review and comment on various reports and technical memorandum.

B. Products: None

7. Clackamas County

A. Responsibilities:

- Review and comment on various reports and technical memorandum.

B. Products: None

8. Multnomah County

A. Responsibilities:

- Review and comment on various reports and technical memorandum.

B. Products: None

9. Clark County

A. Responsibilities:

- Review and comment on various reports and technical memorandum.

B. Products: None

10. Oregon City

A. Responsibilities:

- Review and comment on various reports and technical memorandum.

B. Products: None

11. Gladstone

A. Responsibilities:

- Review and comment on various reports and technical memorandum.

B. Products: None

12. Milwaukie

A. Responsibilities:

- Review and comment on various reports and technical memorandum.

B. Products: None

13. Portland

A. Responsibilities:

- Review and comment on various reports and technical memorandum.

B. Products: None

14. Vancouver

A. Responsibilities:

- Review and comment on various reports and technical memorandum.

B. Products: None

Work Elements

Alternatives Analysis Tier II

B. Alternatives Analysis Tier II

The purpose of AA Tier II is to prepare and publish a DEIS, and to select an alignment and station locations as the Locally Preferred Alternative.

1. Administration

Task Objective: The purpose of administration task in Tier II is to ensure that the study results in the selection of a Locally Preferred Alternative. More specifically the purpose of the study administration is to ensure that the on-going work of the study continues to appropriately address the study goals; that tasks are performed on time, with adequate quality; and that fiscal controls are applied which ensure that the study is completed within the budget. Successful administration of the project will channel decisions to their appropriate levels, ensure smooth and accurate communication, and ensure that all participants in the project have consistent expectations of each other.

Methodology:

Definition, Scheduling and Contracting for Performance of Work:

The Project Manager will report to and consult with the Project Management Group, Steering Group, TPAC, the RTC Board of Directors, JPACT and JRPC, C-TRAN Board, and Metro Council, as appropriate, to define the work necessary to eventually reach the study goals. Work will proceed in accordance with the adopted Work Plan and Intergovernmental Agreements developed during Tier I and amended as appropriate in Tier II. Functional Managers will report to and consult with the Project Manager and the TAC to further define work products. The Functional Managers will be responsible for coordinating and overseeing the progress on each task, including providing timely information about sub-tasks, decision points, data requirements, schedules, staff responsibilities and graphic requirements. All participants in the study are responsible for adhering to the adopted schedule.

Regular meetings will be held with project staff to communicate necessary information about the study and to include all regional participants to participate in the decision-making processes. Project participants operating under Intergovernmental Agreements will be responsible for submitting quarterly progress reports to the Project Manager.

The Project Manager and Functional Managers will oversee all work performed by consultants through regular meetings and summary reports. All work to be performed by consultants will be approved by the Project and Functional Managers, and approval of products and authorization for payment shall be received from the Project and Functional Managers.

Fiscal Controls:

The Project Budget will be updated as necessary and adopted by the PMG. Project participants operating under Intergovernmental Agreements will be responsible for preparing monthly reports and invoices for work completed to the Project Manager.

Data Requirements:

1. Approved Work Plan;
2. Project Budget;
3. Detailed Project Schedule;
4. Intergovernmental Agreements;
5. Memoranda of Agreements;
6. Personal Services Agreements with Consultant Scopes of Work.

Products:

1. Meeting Minutes;
2. Quarterly Reports;
3. Reports/Invoices.

Relationship to Other Activities: Administration of meetings, the project work plan, budget, schedule and all of the reporting documents are fundamental management tools that will be used throughout the project. Coordination with other related transportation and land use studies will be achieved through administration.

Organizational Responsibilities: Metro is the lead agency for the administration of this study. Other agencies and consultants will be responsible for assisting in the development and updating of contracts, providing periodic reports, and submitting regular invoices.

C-TRAN will have responsibility for contracts, invoicing and reporting to the State of Washington in relationship to the High Capacity Transit Development Account funds used to partially fund this study. The specific responsibilities of the study participants in completing this task are as follows:

1. Metro

A. Responsibilities:

- Overall Project Management;
- Management of TAC, FMT, PMG and Steering Group meetings;
- Preparation and management of the project budget;
- Preparation of supplemental federal and state of Oregon grant applications;
- Development, negotiation, execution and management of modifications to project IGA's and consultant contracts;
- Revision of Tier I IGA's (including work plan and budgets) to reflect the Tier I decisions early in Tier II ;
- Preparation of periodic progress reports to funding agencies;
- Coordination with RTP, UWP and other State of Oregon transportation planning efforts.

B. Products:

- Modifications to the Work Plan as required;
- Modifications to the Project Budget as required;
- Modifications to the Tier I IGA's following the Tier I Decisions;
- Supplemental Federal and State Grant Applications;
- TAC, FMT, PMG and Steering Group meetings and meeting materials;
- Project schedules,

- Invoicing procedures;
- RFP's and Consultant Contracts;
- Periodic Reports.

2. C-Tran

A. Responsibilities:
- Coordination of State of Washington and Clark County area activities;
- Report on activities to Metro with monthly invoices.

B. Products:
- Revised IGA reflecting Tier I Decisions;
- State of Washington Grant Applications;
- State of Washington progress reports;
- Monthly invoices and progress reports to Metro.

3. Tri-Met

A. Responsibilities
- Task Management for engineering, costing and transit operations and impact analysis;
- Engineering consultant management;
- Report on activities to Metro with monthly invoices.

B. Products:
- Revised IGA reflecting Tier I Decisions;
- Monthly invoices and progress reports to Metro;
- Modifications to the engineering consultant RFP, scope of work and contract, if required.

4. RTC

A. Responsibilities:
- Coordination with RTP and UWP and other State of Washington transportation planning activities;
- Report on activities to Metro with monthly invoices.

B. Products:
- Revised IGA reflecting Tier I Decisions;
- Monthly invoices and progress reports to Metro.

5. ODOT

A. Responsibilities:
- Assist in securing State of Oregon grants;
- Regular reporting to State of Oregon;
- Report on activities to Metro with monthly invoices.

B. Products:
- Revised IGA reflecting Tier I Decisions;
- Funding IGA between Metro and State of Oregon;
- Monthly invoices and progress reports to Metro.

6. WSDOT

A. Responsibilities:
- Assist in securing State of Washington grants;
- Regular reporting to State of Washington;

- Assistance in DEIS consultant selection;
- Attend Project Management oversight meetings
- Assistance in financial management with regards to Washington State requirements;
- Report on activities to Metro with monthly invoices.

B. Products:

- Revised IGA reflecting Tier I Decisions;
- Funding IGA between C-TRAN and State of Washington;
- Monthly invoices and progress reports to Metro.

7. Clackamas County

A. Responsibilities:

- Report on activities to Metro with monthly invoices.

B. Products:

- Revised IGA reflecting Tier I Decisions;
- Monthly invoices and progress reports to Metro.

8. Multnomah County

A. Responsibilities:

- Report on activities to Metro with monthly invoices.

B. Products:

- Revised IGA reflecting Tier I Decisions;
- Monthly invoices and progress reports to Metro.

9. Clark County

A. Responsibilities:

- Report on activities to Metro with monthly invoices.

B. Products:

- Revised IGA reflecting Tier I Decisions;
- Monthly invoices and progress reports to Metro.

10. Oregon City

A. Responsibilities:

- Report on activities to Metro with monthly invoices.

B. Products:

- Revised IGA reflecting Tier I Decisions;
- Monthly invoices and progress reports to Metro;

11. Gladstone

A. Responsibilities:

- Report on activities to Metro with monthly invoices.

B. Products:

- Revised IGA reflecting Tier I Decisions;
- Monthly invoices and progress reports to Metro.

12. Milwaukie

A. Responsibilities:

- Report on activities to Metro with monthly invoices.

B. Products:

- Revised IGA reflecting Tier I Decisions;
- Monthly invoices and progress reports to Metro.

13. Portland

A. Responsibilities:

- Report on activities to Metro with monthly invoices.

B. Products:

- Revised IGA reflecting Tier I Decisions;
- Monthly invoices and progress reports to Metro.

14. Vancouver

A. Responsibilities:

- Report on activities to Metro with monthly invoices.

B. Products:

- Revised IGA reflecting Tier I Decisions;
- Monthly invoices and progress reports to Metro.

2. Public Involvement

Task Objective: The public involvement process during Tier II has two primary objectives.

1. To provide the public with information on all aspects of the study to ensure adequate preparation to fully participate in a decision making process aimed at selecting a locally preferred alternative.

2. To provide an opportunity to express concerns about the selected alignments and to present additional ideas to improve the alternatives or mitigate their impacts.

Methodology: A comprehensive public involvement effort will support the preparation of the DEIS and the selection of a locally preferred alternative. The plan will support the ability to carefully examine and communicate impacts to businesses, residents, building owners, public entities, and others who might be affected by the development of a LRT build alternative along any of the alignments selected for further study in the DEIS. The organizational structure established during Tier I will continue throughout Tier II, with Metro leading public involvement activities.

Innovative methods will be employed to reach a greater percentage of the affected population and to help the public better visualize HCT in their neighborhoods. Public opinion will be monitored to assure thorough comprehension of the study in all arenas. Workshops, community meetings, open houses, home meetings, or other Public Involvement methodologies will be employed to keep the public informed. The Study newsletter, *The South/North News* will support the analysis. Additional informational materials and advertisements will be developed by Metro in tandem with local jurisdictions as needed. The study will maintain an active mailing list and will seek to expand the distribution of study materials through libraries, schools, and other key public destinations.

Data Requirements: Identification and assessment of businesses, residences, and other properties potentially affected by study mode and alignments; Attitude and Awareness statistics as they relate to regional transportation and in particular the S/N study.

Products:

1. Project informational materials: newsletters, project brochure, segment specific community (jurisdictional) brochures, fact sheets, special issues white papers;
2. Study mailing list;
3. Alternative specific slide presentation;
4. Presentation materials/fact sheets;
5. Interactive video display;
6. Maps/Photos;
7. CAC meeting packets, materials and minutes;
8. Media/PR materials;
9. Summaries of meetings;
10. Public Opinion Research

Relationship to Other Activities: As in Tier I each task within the study will be evaluated to determine how the public should be involved in the completion of that task. The public participation process will take into account local jurisdictional needs and/or requirements or special conditions. The level and method of information dissemination will vary by task and will be designed to ensure study credibility, broad based involvement, education and consensus building.

Organizational Responsibilities: Metro will continue to be responsible for overall management of the public participation program. Metro, in cooperation with participating agencies, will design a core public involvement/communications plan which will be supplemented by activities from participating agencies.

For Oregon segments of the project, Metro will conduct public opinion research as needed, design, implement and manage the media and public relations activities, and coordinate the DEIS public process. C-TRAN will play the lead role in designing, coordinating, and executing public involvement activities in Clark County, in cooperation with Metro's public participation program.

For Washington segments of the project, C-TRAN, in cooperation with Metro, will conduct public opinion research as needed, design, implement and manage the media and public relations activities, and oversee the Clark County DEIS and SEPA public process. Metro will work with each of the jurisdictions to help ensure consistency of message and approach for public information materials.

In general, participating agencies are responsible for participating and staffing public meetings and presentations, providing creative broad-based outreach within their jurisdictions, coordinating these activities with Metro staff, providing related summary reports, producing support materials for supplemental activities as needed, assisting with the development/procurement of community data, working with jurisdiction appointees to the CAC, identifying key stakeholders within their communities and assisting with the development of segment community based meetings as needed.

The specific responsibilities of the study participants in completing this task are as follows:

1. Metro

A. Responsibilities:

- Overall management of this task;
- Coordinate Public Involvement activities with project participants;
- Coordinate Public Involvement activities in the Special Study Areas, in unincorporated areas, with specific businesses and/or sites, and with affected areas as determined by the various study staff;
- Develop and implement Tier II base public participation plan, expanding upon employer outreach strategy and sponsorship program;
- Develop support materials and products (targeted materials directed to different audiences);
- Review, comment and approve study materials produced by participating jurisdictions to ensure consistency of message and approach;
- Oversee and coordinate the collection of data related to public involvement;

- Maintain the study mailing list;
- Develop and publish the study newsletter and other communications mechanisms;
- Staff the study Citizen Advisory Committee;
- Coordinate study speaker's bureau;
- Develop detailed maps and presentation materials for public involvement activities;
- Design and coordinate the presentation of data to the public, and the media;
- Develop and implement a public relations strategy;
- Establish and staff special issues task forces, as needed;
- Coordinate the TAC public participation sub-committee.

B. Products:

- Project informational materials: newsletters, project brochure, segment specific community (jurisdictional) brochures, fact sheets, special issues white papers;
- Study mailing list;
- Alternative specific slide presentation;
- Presentation materials/fact sheets;
- Interactive video display;
- Maps/Photos for public involvement;
- CAC meeting packets, materials and minutes;
- Media/Public Relations materials;
- Summaries of meetings;
- Public Opinion Research.

2. C-TRAN

A. Responsibilities:

- Develop and implement Clark County community Public Involvement plan, that is coordinated with and compliments Metro regional plan, for review and approval by the regional partners and the PMG;
- For Washington segments of the project, design, coordinate and conduct Clark County public outreach, and public relations activities in cooperation with Metro and with the assistance of participating agencies;
- Participate/staff regional workshops, meetings, open houses, CAC meetings;
- Serve as Clark County's representative on the TAC public participation sub-committee;
- Submit draft written material as needed;
- Assist with logistics for related meetings or activities in Clark County;
- Provide S/N interface into related activities evolving in Clark County (For example: Growth Management Act activities and outreach);
- Assist in identifying key stakeholders, organizations and potential sponsors;
- Set-up Washington State public/elected officials briefings/communications in coordination with Metro;
- Review and compile Washington State project participant comments on public information materials;
- Provide local demographic, employer, data;
- Coordinate nominees to CAC from Washington project participants, work with appointees;

- Provide summaries of local outreach efforts, submit participant names to regional master mailing list.

B. Products:
- Mailing lists;
- Project activities calendar;
- Local informational material
- Briefing and Media Public Relations materials;
- Draft articles;
- Selected employer, community, and other data base information;
- Press Clippings;
- Meeting Summaries.

3. Tri-Met

A. Responsibilities:
- Participate, staff, speak at all meetings requiring technical engineering and transit operations support;
- Identify required one-on-one meetings with owners of properties directly influenced by potential alignments or developing design options;
- Assist with development of mapping/presentation materials;
- Assist with and staff agency related briefings/updates;
- Assist with preparation/draft of technical information for inclusion in publications/materials;
- Provide summaries of technical meetings held with the public, including neighborhood/community groups, businesses, property owners, etc.

B. Products
- Engineering maps and other diagrammatical information for public presentations;
- Draft written technical information;
- Meeting summaries.

4. RTC

A. Responsibilities:
- Participate/staff regional workshops, meetings, open houses, CAC meetings;
- Assist C-Tran in Clark County public involvement activities;
- Assist with and staff agency related briefings/updates;
- Provide background or other information as needed.

B. Products:
- None

5. ODOT

A. Responsibilities:
- Participate, staff, speak at all meetings requiring agency input/support;
- Assist with and staff agency related briefings/updates;
- Provide background or other information as needed.

B. Products:
- None

6. WSDOT

A. Responsibilities:

- Participate, staff, speak at all meetings requiring agency input/support;
- Assist with and staff agency related briefings/updates;
- Provide background or other information as needed.

B. Products:
- None

7. Clackamas County

A. Responsibilities:
- Participate/staff regional workshops,open houses, CAC, and local meetings;
- Submit draft written material as needed;
- Assist with logistics for related meetings or activities in Clackamas County;
- Provide S/N interface into related activities evolving in Clackamas County;
- Assist in identifying key stakeholders, organizations and potential sponsors;
- Assist with and staff jurisdictional related briefings/updates;
- Review and compile Clackamas County comments on public information materials;
- Coordinate nominees to CAC from Clackamas County, work with appointees;
- Provide background or other information as needed;
- Provide local demographic, employer, data etc.;
- Provide summaries of local outreach efforts, submit participant names to regional master mailing list;
- Serve on the TAC public participation sub-committee;
- Identify and assist with local media.

B. Products:
- Mailing lists;
- Draft articles;
- Selected employer, community, and other data base information;
- Meeting Summaries.

8. Multnomah County

A. Responsibilities:
- Participate in regional workshops, meetings, open houses, CAC, and local meetings;
- Assist with and staff jurisdictional related briefings/updates;
- Nominate individuals to, and work with, appointees to the CAC.

B. Products:
- None

9. Clark County

A. Responsibilities:
- Participate in regional workshops, meetings, open houses, CAC, and local meetings;
- Assist with and staff jurisdictional related briefings/update;
- Provide background or other information as needed.

B. Products:
- None.

10. Oregon City

A. Responsibilities:

- Participate in regional workshops, meetings, open houses, CAC, and local meetings;
- Assist with logistics for related meetings or activities in Oregon City;
- Assist with and staff jurisdictional related briefings/updates;
- Provide background or other information as needed;
- Submit draft written material as needed.

B. Products:

- Draft written material.

11. Gladstone

A. Responsibilities:

- Participate in regional workshops, meetings, open houses, CAC, and local meetings;
- Assist with logistics for related meetings or activities in Oregon City;
- Assist with and staff jurisdictional related briefings/updates;
- Provide background or other information as needed;
- Submit draft written material as needed.

B. Products:

- Draft written material.

12. Milwaukie

A. Responsibilities:

- Participate/staff regional workshops, open houses, CAC, and local meetings;
- Submit draft written material as needed;
- Assist with logistics for related meetings or activities in Milwaukie;
- Provide S/N interface into related activities evolving in Milwaukie;
- Assist in identifying key stakeholders, organizations and potential sponsors;
- Assist with and staff jurisdictional related briefings/updates;
- Review and comment on public information materials;
- Provide background or other information as needed ;
- Provide local demographic, employer, data etc.;
- Work with appointees to the CAC;
- Provide summaries of local outreach efforts, submit participant names to regional master mailing list;
- Serve on the TAC public participation sub-committee;
- Identify and assist with local media.

B. Products:

- Mailing lists;
- Draft articles;
- Selected employer, community, and other data base information;
- Meeting Summaries.

13. Portland

A. Responsibilities:

- Participate/staff regional workshops, open houses, CAC, and local meetings;
- Assist with coordination and implementation of neighborhood briefings/activities;

- Submit draft written material as needed;
- Assist with logistics for related meetings or activities throughout Portland;
- Provide S/N interface into related activities evolving in Portland;
- Assist in identifying and negotiating with key stakeholders, organizations and potential sponsors;
- Assist with, staff, organize jurisdictional related briefings/updates;
- Review and comment on public information materials;
- Coordinate nominees to CAC from Portland area, work with appointees;
- Staff and assist with coordination of Study involvement in community events/activities;
- Provide background or other information as needed;
- Provide local demographic, employer, data etc.;
- Provide summaries of local outreach efforts, submit participant names to regional master mailing list;
- Serve on the TAC public participation sub-committee;
- Assist with local media.

B. Products:

- Mailing lists;
- Draft articles;
- Selected employer, community, and other data base information;
- Meeting Summaries.

14. Vancouver

A. Responsibilities:

- Participate in regional workshops, meetings, open houses, CAC, and local meetings;
- Assist with logistics for related meetings or activities in Vancouver;
- Assist with and staff jurisdictional related briefings/updates;
- Provide background or other information as needed;
- Submit draft written material as needed;
- Assist in identifying and negotiating with key stakeholders, organizations and potential sponsors.

B. Products:

- Draft written material.

3. Expert Review Panel

Task Objective: The Expert Review Panel (ERP) will provide an independent review of project assumptions, methods and products to ensure that adequate and appropriate information is available to local decision-makers when they screen mode, terminus and alignment alternatives in Tier I of the Alternatives Analysis.

Having fulfilled their original obligation, the nine panel members from Tier I will have the opportunity to resign from or remain on the Panel for Tier II. Should members need to be replaced, it will be done by the method used for the original appointments.

Methodology: The Panel will meet three to four times throughout the study. These meetings will generally coincide with the following milestones:

1. Initiation of Tier II and subsequent DEIS analysis;
2. Completion of the data development, the draft problem statement and the Tier II methodologies and guidelines;
3. Screening of the alternatives;
4. Selection of the Locally Preferred Alternative.

Data Requirements:

1. Various study methods and reports as they are produced.

Products:

1. ERP meeting packets and presentation material;
2. Minutes of ERP meetings and recommendations.

Relationship to Other Activities: The Panel provides its recommendations regarding technical adequacy of the study to all policy bodies involved in the project including Metro and Washington State Department of Transportation staff.

Organizational Responsibilities: Metro is responsible for coordinating and staffing the ERP in cooperation with the Washington State Department of Transportation, or their designate. Metro, participating agencies and consultants are responsible for producing written material, presentation material and information needed by the ERP. The specific responsibilities of the project participants in completing this task are:

1. Metro

A. Responsibilities:
- Overall management of the Expert Review Panel and presentations;
- Coordination with WSDOT/ERP consultant;
- ERP Agendas, mailing packets, presentation materials;
- Assist in preparation of periodic status reports to the ERP

B. Products:
- ERP meetings as needed;
- ERP Presentations;
- ERP presentation material;

- Material for periodic status reports to the ERP.

2. C-Tran

A. Responsibilities:
- Presentations and presentation material on C-TRAN work products requiring ERP review and comment

B. Products:
- ERP Presentations;
- ERP presentation material.

3. Tri-Met

A. Responsibilities:
- Presentations and presentation material on Tri-Met work products requiring ERP review and comment

B. Products:
- ERP Presentations;
- ERP presentation material.

4. RTC

A. Responsibilities
- Presentations and presentation material on RTC work products requiring ERP review and comment

B. Products:
- ERP Presentations;
- ERP presentation material.

5. ODOT

A. Responsibilities: None

B. Products: None

6. WSDOT

A. Responsibilities
- Management of the ERP staffing consultant services contract (funded through a separate Metro/WSDOT IGA);
- Coordination of State of Washington ERP requirements and reporting (funded through a separate Metro/WSDOT IGA)

B. Products:
- Periodic reports to State of Washington Agencies on ERP activities (funded through a separate Metro/WSDOT IGA).

7. Clackamas County

A. Responsibilities: None

B. Products: None

8. Multnomah County

A. Responsibilities: None

B. Products: None

9. Clark County

A. Responsibilities: None

B. Products: None

10. Oregon City

A. Responsibilities: None

B. Products: None

11. Gladstone

A. Responsibilities: None

B. Products: None

12. Milwaukie

A. Responsibilities: None

B. Products: None

13. Portland

A. Responsibilities: None

B. Products: None

14. Vancouver

A. Responsibilities: None

B. Products: None

4. Methodology Reports

Task Objectives: The purpose of this task is to prepare methodology reports that describe the specific technical methods and assumptions to be used in developing a Draft Environmental Impact Statement.

Methodology: A series of technical methodology reports will be prepared to address the following topic areas:

1. Evaluation Methodology and Criteria;
2. Social, Economic and Environmental Assessment (NEPA and SEPA);
3. Capital Costs;
4. Operation and Maintenance Costing;
5. Service and Patronage Impacts; and,
6. Financial Analysis.

Data Requirements:

1. Preliminary definition of the alternatives to be evaluated in Tier II;
2. Local, regional, state and federal guidelines.

Products:

1. Draft methodologies for review locally;
2. Draft methodologies for review by the ERP and FTA; and
3. Methodologies for use in developing the technical analysis for Tier II and for inclusion in and use in preparation of the series of Results Reports produced in support of the DEIS.

Relationship To Other Activities: These methodologies will be reviewed by the ERP. They will provide the basis for the technical analysis in Tier II, leading to the selection of a Locally Preferred Alternative.

Organizational Responsibilities: Metro will be responsible for the development of methodology reports for the Tier II analysis. Tri-Met will have responsibility for preparing methodologies for Capital Costs and Operating and Maintenance Costs. Tri-Met, C-TRAN and RTC and a consultant will provide assistance in the preparation of all methodology reports. The specific responsibilities of the study participants in completing this task are:

1. Metro

A. Responsibilities:
- Overall management of this task;
- Coordination of review of all methodologies with local jurisdictions, the Expert Review Panel and FTA;

B. Products:
- Evaluation Methodology and Criteria Report;
- Social, Economic and Environmental Assessment Methodology Report;
- Service and Patronage Evaluation Methodology Report;

- Financial Analysis Methodology Report.

2. C-Tran

A. Responsibilities:
- Work with Tri-Met on development of Capital Cost and O&M Cost methodologies;
- Review and comment on all methodologies.

B. Products: None

3. Tri-Met

A. Responsibilities:
- Assist Metro with development of Service and Patronage Evaluation Methodology Report;
- Assist Metro with the development of Financial Analysis Methodology Report;
- Develop Capital Costing Methodology;
- Develop O&M Costing Methodology.

B. Products:
- Capital Cost Methodology Report
- Operation and Maintenance Costing Methodology Report

4. RTC

A. Responsibilities:
- Review and comment on all methodologies.

B. Products: None

5. ODOT

A. Responsibilities
- Review and comment on all methodologies.

B. Products: None

6. WSDOT

A. Responsibilities:
- Review and comment on all methodologies.

B. Products: None

7. Clackamas County

A. Responsibilities:
- Review and comment on all methodologies.

B. Products: None

8. Multnomah County

A. Responsibilities:
- Review and comment on all methodologies.

B. Products: None

9. Clark County

A. Responsibilities:
- Review and comment on all methodologies.

B. Products: None

10. Oregon City

A. Responsibilities:
- Review and comment on all methodologies.

B. Products: None

11. Gladstone

A. Responsibilities:
- Review and comment on all methodologies.

B. Products: None

12. Milwaukie

A. Responsibilities:
- Review and comment on all methodologies.

B. Products: None

13. Portland

A. Responsibilities:
- Review and comment on all methodologies.

B. Products: None

14. Vancouver

A. Responsibilities:
- Review and comment on all methodologies.

B. Products: None

5. Detailed Definition of Alternatives

Task Objectives: The purpose of this task is to provide a detailed description of the study alternatives which come out of the Tier I decision-making process. It is anticipated that the alternatives to be studied during the Tier II/DEIS will include a single HCT alternative with a narrow range of alignment options, a Transportation Systems Management (TSM) alternative and a No Build alternative. This task will describe these alternatives at a level of detail which is sufficient to provide a basis to begin the technical analyses required for the Results Reports and the DEIS.

Methodology: The detailed definition of alternatives report will include specific information on all of the alternatives which will be studied in the DEIS. This information will include adequate detail to allow for coding and modeling of highway and transit networks and to provide a basis for cost estimates and the evaluation of impacts.

For all alternatives this will include a description of the transit network, including feeder service, routing, transit centers, park and ride lots, peak and off-peak head ways and peak and off-peak speeds. Also a description of the highway network assumptions including planned capacity improvements. The report will also include a description of the operating policies which provide a basis for the modeling inputs, these include; fare policy, loading standards, Transportation Demand Management (TDM) programs, parking policies and land use assumptions.

For fixed guideway alternatives this will also include; station locations, transit center locations, park and ride locations, typical sections, typical stations and vehicle loading standards and specifications.

Special Study Areas - Within Special Study Areas Urban Design Images will be developed. The Urban Design Images evaluation will be used to help determine the best alternative alignments and station locations in each of the study areas to be carried forward for further study in the DEIS.

Definition of Major Facility Components (Transit Centers, Station Locations, Park/Ride lots, etc.) Analysis will be done to evaluate and define possible LRT facilities such as transit centers, park and ride lot locations and stations locations to determine which facilities and locations should be carried forward for further analysis in the DEIS. Three levels of system components will be evaluated.

1. The first level includes facilities that are significant at the regional and corridor level (i.e. transit centers, stations serving regionally significant locations and major intercept park and ride lots).

2. The second level includes facilities that are significant at the more local transit system level (i.e.stations at transfer locations of 3 or 4 bus lines and park and ride lots that have larger system level capacities), and

3. The third level includes facilities that are significant at the local or neighborhood level (i.e. stations that primarily serve neighborhood walk on access or have 1 feeder bus line and may include a neighborhood level park and ride lot).

Criteria for evaluating the major facility components include: 1) effect on travel to the Portland CBD; 2) effect on travel through the CBD; 3) cost effectiveness; and 4) effect on existing and future development.

Evaluation of possible Station Locations - A large number of possible station locations have been identified. An evaluation of population, employment, existing land use, comprehensive plans, developable and redevelopable lands within 1/2 mile of each potential location will be done. This will provide for a comparative evaluation of the possible locations, and assist in defining which locations will be studied further in the DEIS.

Data Requirements:

1. Description of existing transit service in corridor;
2. Description of existing and planned highway improvements;
3. Fixed guideway design standards;
4. Tri-Met and C-TRAN service standards;
5. Tri-Met and C-TRAN fare policies;
6. Regional parking cost assumptions;
7. Existing and forecast regional land use assumptions.

Products:

1. Highway network maps;
2. Transit network maps;
3. 5 Special Study Area Reports;
4. Plan and Profile maps for all alternatives to be evaluated in the DEIS;
5. Detailed Definition of Alternatives Report.

Relationship to Other Activities: The Detailed Definition of Alternatives is built upon the Conceptual Definition of Alternatives described in Tier I Task 6 and provides a basis for analysis of impacts in the DEIS and the subsequent development of the Final Definition of Alternatives (Task 6). In addition, it provides the basis for Task 8 Prepare Patronage Estimates.

Organizational Responsibilities: Metro, with the assistance of Tri-Met, is responsible for the management of this task. Metro and Tri-Met will work with RTC and C-TRAN to describe each agencies policies and coordinate with WSDOT and ODOT and local and regional agencies on highway network assumptions. Metro, Tri-Met and C-Tran will work with the applicable jurisdiction to complete Special Study Area analysis and reports.

The specific responsibilities of the study participants in completing this task are as follows:

1. Metro

A. Responsibilities:

- Manage the development of the detailed definition of alternatives in close coordination with Tri-Met's engineering work;
- Draft the "Detailed Definition of Alternatives Report";

- Define the Highway Network Assumptions;
- Define the regional parking cost assumptions;
- Define the regional land use assumptions in coordination with the results of the 2040 process and the Washington Growth Management Act implementation;
- Coordinate all travel demand model inputs;
- Prepare all highway and transit network maps;
- Review and comment on the draft engineering drawings.

B. Products:

- Highway networks map;
- Transit network Map;
- Detailed Definition of Alternatives Report.

2. C-Tran

A. Responsibilities:

- Define the C-Tran transit service in the corridor;
- Define the C-Tran service standards and fare policy;
- Coordinate with Tri-Met in the definition of the fixed guideway design standards;
- Assist in the development of Special Study Area analysis and products;
- Assist in the definition of the regional land use assumptions in coordination with the adoption of implementation of the Washington Growth Management Act;
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report

B. Products:

- Comments on the draft Detailed Definition of Alternatives Report.

3. Tri-Met

A. Responsibilities:

- Manage the engineering elements of this task, including completion of the Engineering and Alignment Definition Study;
- Define the Tri-Met Transit service in the corridor for each alternative;
- Revise preliminary networks as a result of Tier I decisions;
- Coordinate with Metro, C-Tran, and RTC to ensure consistency among the transit networks;
- Provide definition of TSM alternative elements;
- Define the Tri-Met service standards and fare policy;
- Define the fixed guideway design standards;
- Prepare 1" to 100' initial engineering maps of the fixed guideway alternatives;
- Prepare the engineering and transit network definition sections of the report;
- Assist in the preparation of various segments of the draft Detailed Definition of Alternatives Report;
- Review and comment on the draft report.

B. Products:

- Various technical memorandum relating to the Engineering and Alignment Definition Study;
- Transit Networks, alignment descriptions and technical appendices in

support of the draft report;
- 1"=100' conceptual engineering plan and profile maps of LRT Alternatives
- 1'=100' conceptual engineering plan maps of TSM improvements.

4. RTC

A. Responsibilities:
- Coordinate with C-Tran in the definition of C-Tran transit service in the corridor;
- Define the Highway network assumptions in Clark County;
- Define the regional parking cost assumptions in Clark County;
- Define the regional land use assumptions in Clark County in coordination with GMA;
- Coordinate all Clark County travel demand model inputs;
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report.

B. Products: None

5. ODOT

A. Responsibilities:
- Coordinate with Metro in the definition of the highway network assumptions;
- Coordinate with Tri-Met on the interface of ODOT facilities with LRT alternatives;
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report.

B. Products: None

6. WSDOT

A. Responsibilities:
- Coordinate with RTC and Metro in the definition of the highway network assumptions;
- Coordinate with Tri-Met and C-Tran on the interface of WSDOT facilities with LRT alternatives;
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report.

B. Products: None

7. Clackamas County

A. Responsibilities:
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report.

B. Products: None

8. Multnomah County

A. Responsibilities:
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report.

B. Products: None

9. Clark County

A. Responsibilities:
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report.

B. Products: None

10. Oregon City

A. Responsibilities:
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report.

B. Products: None

11. Gladstone

A. Responsibilities:
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report.

B. Products: None

12. Milwaukie

A. Responsibilities:
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report.

B. Products: None

13. Portland

A. Responsibilities:
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report.

B. Products: None

14. Vancouver

A. Responsibilities:
- Review and comment on the draft engineering drawings;
- Review and comment on the draft report.

B. Products: None

6. Prepare Travel Demand Forecasts

Task Objective: This task will result in traffic and transit passenger volumes forecast for each alternative for the year 2015 and an opening year for the fixed guideway alternatives. Results will be developed for p.m. peak hour and by average weekday.

Methodology: Metro maintains a regional travel demand forecasting model that will be used to forecast public transit patronage and roadway traffic volumes. In general, the same process and same models used for the Westside and Hillsboro studies will be used for the South/North study. This study will use a much more detailed zone system than was previously available and will use 2015 land use assumptions.

Data Requirements:

1. Detailed definition of alternatives report;
2. Travel Demand Forecasting Methodology Report;
3. Year 2015 and opening year land use for the Metro and Clark County areas;
4. List of committed street and highway improvements;
5. List of bus routes for opening and year 2015 alternatives; and,
6. Transit patronage and traffic counts for calibration.

Products:

1. Traffic forecast for streets and highways in the corridor for each alternative;
2. Transit patronage for each alternative;
3. Model outputs to be used in the various results reports which include for example, VMT, VHT, peak hour buses, rail ridership, etc; and

Relationship to Other Activities: The traffic and patronage forecasts are necessary for almost all of the results reports that document the impacts in built and natural environments, including noise and vibration, neighborhood impacts, air quality, energy and traffic impacts. The patronage forecasts are dependent upon the alternatives defined in the Detailed Definition of Alternatives Report.

Organization Responsibilities: Metro will be the lead agency on this tasks. Tri-Met, C-Tran and RTC will assist in network development. The specific responsibilities of the study participants in completing this task are:

1. Metro

A. Responsibilities:

- Overall management of this task;
- Coding of the Oregon highway and transit networks;
- Model runs of all alternatives through the 4-step modeling process;
- Definition of the model output needed to address the evaluation criteria;
- Prepare subarea analyses as needed for areas in Clackamas County needing detailed traffic analysis.

B. Products:

- Traffic forecast for streets and highways in the corridor for each alternative;

- Transit patronage for each alternative;
- Model outputs to be used in the various results reports.

2. C-Tran

A. Responsibilities:
- Review the model outputs for consistency with C-Tran Policy and procedures;
- Review and comment on modeling procedures.

B. Products: None

3. Tri-Met

A. Responsibilities:
- Assist Metro in the development of transit networks to be modeled including operations assumptions;
- Review the model outputs for consistency with Tri-Met policy and procedures;
- Assist in the equilibration after preliminary modeling is complete;
- Review and comment on modeling procedures.

B. Products: None

4. RTC

A. Responsibilities:
- Coding of the Clark County highway and transit networks;
- Assist Metro in running travel demand models;
- Assist Metro in definition of model output needed to address evaluation criteria;
- Prepare subarea analyses as needed for downtown Vancouver and other areas in Clark County needing detailed traffic analysis.

B. Products: None

5. ODOT

A. Responsibilities:
- Review and comment on modeling procedures.

B. Products: None

6. WSDOT

A. Responsibilities:
- Review and comment on modeling procedures.

B. Products: None

7. Clackamas County

A. Responsibilities:
- Assist Metro in county sub-area studies;
- Review and comment on modeling procedures.

B. Products: None

8. Multnomah County

A. Responsibilities:
- Review and comment on modeling procedures.

B. Products: None

9. Clark County

A. Responsibilities:
- Review and comment on modeling procedures.

B. Products: None

10. Oregon City

A. Responsibilities:
- Review and comment on modeling procedures.

B. Products: None

11. Gladstone

A. Responsibilities:
- Review and comment on modeling procedures.

B. Products: None

12. Milwaukie

A. Responsibilities:
- Review and comment on modeling procedures.

B. Products: None

13. Portland

A. Responsibilities:
- Prepare subarea analyses as needed for downtown Portland and other areas within the city needing detailed traffic analysis;
- Review and comment on modeling procedures.

B. Products: None

14. Vancouver

A. Responsibilities:
- Review and comment on modeling procedures.

B. Products: None

7. Assess Transportation Impacts

Task Objective: This task will identify the transportation systems impacts of each alternative and how well each alternative relieves the transportation problems identified in the purpose and need statement. A variety of impacts will be assessed, including travel time savings, street and highway levels of service, and system speeds. The task will generate data for use in project evaluation. This task will document existing conditions of the highway and transit system as a basis of comparison of TSM and other alternatives, and compare the impacts and benefits of each alternative on the transportation systems and their users.

Methodology: This task will make use of the service and patronage impact methodology and the evaluation methodology developed in task 4, and the highway and transit demand resulting from the patronage forecasting task. The highway system will also be examined with respect to level of service, and to determine if system degradations can be attributed to the transit alternatives. Mitigative measures will be examined to determine if any of the impacts might be offset.

The current transportation system will be documented and assessed in terms of the following factors:

1. Existing street and highway facilities;
2. Existing transit services;
3. Other transportation facilities;
4. Planned Improvements.

Transit impacts will be determined in relationship to system performance measures. Highway impacts will be analyzed in terms of congestion, access to stations, and parking. Based on the transportation impact assessment, potential mitigation measures will be identified and documented.

Data Requirements:

1. Vehicle and patronage forecasts;
2. Service and patronage impact methodology;
3. Detailed definition of alternatives;
4. Existing service levels in the corridor.

Products:

1. Transit Impacts Results Report;
2. Identification of traffic impacts in the corridor;
3. Performance measures for each of the alternatives;

Relationship to Other Activities: The transportation impact assessment is a principal product of AA. It indicates the extent of benefits and impacts of build options compared to the TSM and No Build Alternatives. The assessment cannot begin until the traffic and patronage forecasts are complete. The impact assessment results are used in the DEIS and in project evaluation.

Organizational Responsibilities: Metro will be the lead agency in conducting the transportation impact assessment. Consultant assistance will be utilized. The specific responsibilities of study participants in completing this task are as follows:

1. Metro

A. Responsibilities:

- Overall management of this task;
- Management of the analysis of model outputs, including both traffic and transit patronage data;
- management of the traffic consultant responsible for the Traffic Impacts section of the Transportation Impacts Report;
- Prepare the Transit Impacts section of the Report in cooperation with Tri-Met;
- Coordinate the production of the Transportation Impacts Report.

B. Products:

- Transit Impacts Results Report;
- Identification of traffic impacts in the corridor;
- Performance measures for each of the alternatives;

2. C-Tran

A. Responsibilities:

- Assist in the preparation of the Transit Impacts section of the report;
- Review and comment on the report.

B. Products: None

3. Tri-Met

A. Responsibilities:

- Coordinate with the traffic consultant on LRT and TSM design issues;
- Assist in the preparation of the Transit Impacts section of the report;
- Review and comment on the report.

B. Products: None

4. RTC

A. Responsibilities:

- Assist Metro in the analysis of Model outputs for traffic and transit patronage data;
- Manage the traffic consultant analysis of Clark County traffic issues;
- Assist in the preparation of the Transit Impacts section of the report;
- Assist in the preparation of the draft Transportation Impacts Report;
- Review and comment on the draft report.

B. Products: None

5. ODOT

A. Responsibilities:

- Coordinate with Metro, RTC and the traffic impact consultant in the analysis of traffic impacts to state facilities;

- Review and comment on draft reports.

B. Products: None

6. WSDOT

A. Responsibilities:

- Coordinate with Metro, RTC and the traffic impact consultant in the analysis of traffic impacts to state facilities;
- Review and comment on draft reports.

B. Products: None

7. Clackamas County

A. Responsibilities:

- Coordinate with Metro, RTC and the traffic consultant in the analysis of traffic impacts to local facilities;
- Review and comment on draft reports.

B. Products: None

8. Multnomah County

A. Responsibilities

- Coordinate with Metro, RTC and the traffic consultant in the analysis of traffic impacts to local facilities;
- Review and comment on draft reports.

B. Products: None

9. Clark County

A. Responsibilities:

- Coordinate with Metro, RTC and the traffic consultant in the analysis of traffic impacts to local facilities;
- Review and comment on draft reports.

B. Products: None

10. Oregon City

A. Responsibilities:

- Coordinate with Metro, RTC and the traffic consultant in the analysis of traffic impacts to local facilities;
- Review and comment on draft reports.

B. Products: None

11. Gladstone

A. Responsibilities:

- Coordinate with Metro, RTC and the traffic consultant in the analysis of traffic impacts to local facilities;
- Review and comment on draft reports.

B. Products: None

12. Milwaukie

A. Responsibilities:

- Coordinate with Metro, RTC and the traffic consultant in the analysis of traffic impacts to local facilities;

- Review and comment on draft reports.

B. Products: None

13. Portland

A. Responsibilities:

- Coordinate with Metro, RTC and the traffic consultant in the analysis of traffic impacts to local facilities;
- Review and comment on draft reports.

B. Products: None

14. Vancouver

A. Responsibilities:

- Coordinate with Metro, RTC and the traffic consultant in the analysis of traffic impacts to local facilities;
- Review and comment on draft reports.

B. Products: None

8. Assess Impacts on the Physical and Social Environment

Task Objectives: Based on the alternatives defined in the Detailed Definition of Alternatives Report, evaluate the potential impacts on the Physical and Social Environment of each of the alternatives. The analysis will be developed to comply with both the National Environmental Policy Act (NEPA) and the state of Washington Environmental Policy Act (SEPA). Analysis will also be done to evaluate compliance with Oregon state and local land use planning requirements. Where possible, potential mitigation measures will be identified.

Methodology: The assessment element of this task will be conducted in accordance with the Social, Economic and Environmental Assessment Methodology Report produced under task 4. Potential mitigation measures will be identified and assessed on a case-by-case basis. Field work will be required. Impacts of the alternatives on the physical and social environment which will be examined include:

1. ecosystem impacts;
2. water quality and hydrology impacts;
3. energy impacts;
4. geology and soils impacts;
5. hazardous materials impacts;
6. air quality impacts;
7. noise and vibration impacts;
8. land use and economic impacts;
9. displacement and relocation impacts;
10. community and neighborhood impacts;
11. visual quality and aesthetic impacts;
12. historic, cultural and archaeological impacts (section 106); and,
13. parklands impacts (section 4(f)).

Adopted comprehensive plans will be used as the basis for the land use and travel demand forecasting analysis in the DEIS. In addition, a separate and parallel land use analysis will be performed and partially funded through the South/North project budget. This analysis will evaluate possible local jurisdiction comprehensive land use plan amendments that could create more transit supportive land use patterns in the corridor. This analysis will utilize the results of the Region 2040 analysis being completed by Metro during the Tier I phase of the South/North Study and results of the adoption of land use plans in Clark County that respond to the State Growth Management Act. If adopted by the local jurisdictions, these transit oriented land use patterns could be more supportive of a possible high capacity transit investment than some of the existing adopted land use plans.

Data Requirements:

1. Detailed Definition of Alternatives Report;
2. Local traffic and transit impacts data;
3. Noise and vibration data;
4. Ecosystem data;
5. Hydrology and water quality data;
6. Energy data; and,

7. Hazardous materials data.
8. Land use and economic data;
9. Displacement and relocation data;
10. Community and neighborhood data;
11. Visual and aesthetic data;
12. Historic, cultural and archaeological data; and,
13. Public park, recreation area, wildlife and waterfowl refuge data
14. Geology and Soils data;
15. Air quality data;

Products:

1. Draft and final Noise and Vibration Impacts Results Report;
2. Draft and final Ecosystem Impacts Results Report;
3. Draft and final Hydrology and Water Quality Impacts Results Report;
4. Draft and final Energy Impacts Results Report;
5. Draft and final Geology and Soils Results Report;
6. Draft and final Hazardous Materials Impacts Results Report;
7. Draft and final Air Quality Impacts Results Report;
8. Draft and final Land Use and Economic Impacts Results Report;
9. Draft and final Displacement and Relocation Impacts Results Report;
10. Draft and final Communities and Neighborhoods Impacts Results Report;
11. Draft and final Visual Quality and Aesthetic Impacts Results Report;
12. Draft and final Historic, Cultural and Archaeological (Section 106) Results Report;
13. Draft Section 4(f) Documentation; and
14. Report documenting the parallel transit supportive land use evaluation, findings and recommendations.

Relationship To Other Activities: This task requires completion of the methodologies task, and the detailed definition of alternatives. This task must be completed before the DEIS can be drafted. The Citizen Involvement effort will be closely coordinated with this task.

Organizational Responsibilities: Metro will be the lead agency on this task. Consultant assistance will be used. Tri-Met will coordinate the engineering work closely with the physical and social impacts assessment to ensure identification of potential impacts and mitigation measures. C-Tran will serve as Co-Lead in this task for the assessment of impacts in the Clark County segment of the study, and C-TRAN will prepare all documents required by the Washington State Environmental Policy Act. Metro/C-TRAN will work to ensure consistency between documents prepared in response to state and federal requests. Local jurisdictions and participating agencies will assist with data and analysis as needed.

The specific responsibilities of the project participants in completing this task are:

1. Metro

A. Responsibilities:

- Metro will be responsible for overall management of this task;
- Metro will hire and manage a consultant to assist in the analysis of this

task;

- Metro will coordinate production of the Results Reports produced as a result of the various individual analyses;
- Metro will coordinate local review of the Results Reports;

B. Products:

- Results reports documenting the existing environment, methodology for analysis and impacts of the various alternatives;
- A report describing the methodology, evaluation and results of the parallel land use analysis;

2. C-Tran

A Responsibilities:

- Coordination of the analysis with state of Washington jurisdictions and resource agencies;
- Assist in the identification of various types of impacts related to the various alternatives being evaluated in the Clark County portion of the study area;
- Coordinate the development of all SEPA related documentation;
- Review and comment on all Results Reports;
- Ensure analysis for Washington segment complies with SEPA.

B. Products:

- Documentation of correspondence with appropriate state and local agencies regarding the analysis and comments;
- SEPA documentation;
- Comments on Results Reports;
- Applicable documentation to ensure SEPA compliance.

3. Tri-Met

A. Responsibilities:

- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Task management for production of some Results Reports;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:

- Some Results Reports;
- Comments on Results Reports and land use analysis.

4. RTC

A. Responsibilities:

- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:

- Comments on Results Reports and land use analysis.

5. ODOT

A. Responsibilities:

- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:

- Comments on Results Reports and land use analysis.

6. WSDOT

A. Responsibilities:

- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:

- Comments on Results Reports and land use analysis.

7. Clackamas County

A. Responsibilities:

- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:

- Comments on Results Reports and land use analysis.

8. Multnomah County

A. Responsibilities:

- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:

- Comments on Results Reports and land use analysis.

9. Clark County

A. Responsibilities:

- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:

- Comments on Results Reports and land use analysis.

10. Oregon City

A. Responsibilities:

- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:

- Comments on Results Reports and land use analysis.

11. Gladstone

A. Responsibilities:

- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:

- Comments on Results Reports and land use analysis.

12. Milwaukie

A. Responsibilities:
- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:
- Comments on Results Reports and land use analysis.

13. Portland

A. Responsibilities:
- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:
- Comments on Results Reports and land use analysis.

14. Vancouver

A. Responsibilities:
- Assist in the identification of various types of resources and impacts related to the various alternatives;
- Review and comment on all Results Reports and the land use evaluation;

B. Products:
- Comments on Results Reports and land use analysis.

9. Prepare Cost Estimates

9.1 Develop Capital Cost Estimates

Task Objective: This task will develop refined capital costs for the alternatives selected for study in the Tier II AA.

Methodology: The Tier II Capital Costs will be developed for the alignment alternatives and TSM alternative being evaluated in the DEIS, as defined in the scoping process, and further refined in the Detailed Definition of Alternatives Report. The estimating methodology will use the sixteen cost elements described in the Phase 1 Capital Cost Methodology Work Paper applied to the options as defined. Particular attention will be required to identify all project elements, and to define the limits of the project where other work may be prepared in association with it (i.e. ODOT and WSDOT sponsored improvements). The Phase 1 methodology will be reviewed and updated if necessary in the light of new data from the Westside construction contracts.

Data Requirements:

1. Final Definition of Alternatives;
2. Update of Capital Cost Methodology and Unit Cost Data; and
3. Completion of engineering definition of alternatives (plan/profile set of drawings for options);
4. Equilibrated operating plan.

Products:

1. Refine Pre-AA and Tier I Capital cost estimates for each alternative; and
2. Capital cost estimates for ancillary improvements
3. Operating costs.

Relationship to Other Activities: Capital costing cannot be completed until the options have been adequately defined. Capital costs are required for the evaluation of alternatives and the financial analysis.

Organizational Responsibilities: Tri-Met will be the lead agency on this task. The specific responsibilities of the study participants in completing this task are:

1. Metro

A. Responsibilities:

- Ensure that capital cost estimates are consistent with Tier II evaluation methodology;
- Review and comment on Capital Cost Results Report;
- Coordinate review of Capital Cost Results Report with local jurisdictions, state DOT's and FTA.

B. Products: None

2. C-Tran

A. Responsibilities:

- Review and comment on draft Capital Cost Results Report.

B. Products: None

3. Tri-Met

A. Responsibilities:
- Provide overall management for this task;
- Complete capital costing for all alternatives;
- Coordinate with ODOT and WSDOT in the capital costing of all associated highway improvements included in the alternatives.

B. Products:
- Capital Cost Results Report.

4. RTC

A. Responsibilities:
- Review and comment on draft Capital Cost Results Report.

B. Products: None

5. ODOT

A. Responsibilities:
- Furnish capital costs for Oregon state highway related capital cost elements of the alternatives being costed;
- Ensure consistency with appropriate highway costing methodologies;
- Review and comment on draft Capital Cost Results Report.

B. Products:
- Capital Costs for highway related elements.

6. WSDOT

A. Responsibilities:
- Furnish capital costs for Washington state highway related capital cost elements of the alternatives being costed;
- Ensure consistency with appropriate highway costing methodologies;
- Review and comment on draft Capital Cost Results Report.

B. Products:
- Capital Costs for highway related elements.

7. Clackamas County

A. Responsibilities
- Review and comment on draft Capital Cost Results Report.

B. Products: None

8. Multnomah County

A. Responsibilities
- Review and comment on draft Capital Cost Results Report.

B. Products: None

9. Clark County

A. Responsibilities
- Review and comment on draft Capital Cost Results Report.

B. Products: None

10. Oregon City

A. Responsibilities

- Review and comment on draft Capital Cost Results Report.

B. Products: None

11. Gladstone

A. Responsibilities

- Review and comment on draft Capital Cost Results Report.

B. Products: None

12. Milwaukie

A. Responsibilities

- Review and comment on draft Capital Cost Results Report.

B. Products: None

13. Portland

A. Responsibilities

- Review and comment on draft Capital Cost Results Report.

B. Products: None

14. Vancouver

A. Responsibilities

- Review and comment on draft Capital Cost Results Report.

B. Products: None

9.2 Develop Operating and Maintenance (O&M) Cost Estimates

Task Objective: Based on the detailed definition of alternatives, the O&M cost for each alternative will be computed. The resulting cost figures will be used in financial analysis and project evaluation.

Methodology: Based on the operating plan described in the detailed definitions of alternatives, and results of the travel demand forecasting, operating and maintenances costs will be estimated for each alternative. The Operating and Maintenance cost methodology report completed for the South/North incorporating experience on the Banfield and Westside/Hillsboro projects will be used.

Data Requirements:

1. Detailed definition of alternatives;
2. Equilibrated operating plan for each alternative;
3. Unit costs for operations and maintenance; and
4. Ancillary operating and maintenance cost.

Products:

1. O&M cost estimates for each alternative;
2. O&M cost estimates for ancillary project elements;
3. O&M Costs Results Report.

Relationship to Other Activities: O&M cost estimates requires completion of the detailed definition of alternatives, the O&M cost estimation methodology report, conceptual engineering and identification of any ancillary costs. The preparation of the report also relies heavily on the travel demand forecasting model outputs for peak hour buses and daily service hours for buses and LRT. The results of this task are used in the financial analysis, in project evaluation and in the estimation of energy impacts.

Organizational Responsibilities: Tri-Met will be lead agency on this task. The specific responsibilities of the study participants in completing this task are:

1. Metro

A. Responsibilities:
- Provide operating statistics to Tri-Met;
- Review all O&M cost estimates for reasonableness;
- Review and comment on O&M Costs Results Report;
- Coordinate review of O&M Costs Results Report with local jurisdictions, DOT's and FTA.

B. Products: None

2. C-Tran

A. Responsibilities:
- Review statistics and provide assistance to Metro;
- Review all O&M cost estimates for reasonableness;
- Review and comment on O&M Costs Results Report.

B. Products: None

3. Tri-Met

A. Responsibilities:

- Responsible for overall management of this task;
- Review statistics and provide assistance to Metro;
- Development of O&M cost estimates.

B. Products:

- O&M Costs Results Report.

4. RTC

A. Responsibilities:

- Review statistics and provide assistance to Metro;
- Review all O&M cost estimates for reasonableness;
- Review and comment on O&M Costs Results Report.

B. Products: None

5. ODOT

A. Responsibilities:

- Review and comment on O&M Costs Results Report.

B. Products: None

6. WSDOT

A. Responsibilities:

- Review and comment on O&M Costs Results Report.

B. Products: None

7. Clackamas County

A. Responsibilities:

- Review and comment on O&M Costs Results Report.

B. Products: None

8. Multnomah County

A. Responsibilities:

- Review and comment on O&M Costs Results Report.

B. Products: None

9. Clark County

A. Responsibilities:

- Review and comment on O&M Costs Results Report.

B. Products: None

10. Oregon City

A. Responsibilities:

- Review and comment on O&M Costs Results Report.

B. Products: None

11. Gladstone

A. Responsibilities:

- Review and comment on O&M Costs Results Report.

B. Products: None

12. Milwaukie

A. Responsibilities:

- Review and comment on O&M Costs Results Report.

B. Products: None

13. Portland

A. Responsibilities:

- Review and comment on O&M Costs Results Report.

B. Products: None

14. Vancouver

A. Responsibilities:

- Review and comment on O&M Costs Results Report.

B. Products: None

10. Final Definition of Alternatives

Task Objectives: The objective of Final Definition of Alternatives is to provide the specification of design and operating plans required for developing final cost estimates and evaluating specific environmental impacts. The final definition also describes the transit network equilibration process.

Methodology: The Final Definition of Alternatives is a further refinement of the Detailed Definition of Alternatives. The Final Definition of Alternatives consists of two major elements; final DEIS level conceptual engineering detail on the alternatives including plan and profile drawings, cross section drawings (where required) and conceptual drawings of stations and park-and-ride lots, and final DEIS level operating plans with equilibrated levels of service.

For all alternatives this will include; initial transit operating plans for feeder service and trunk line service (for both opening year and design year), initial headway assumptions and equilibrated headway assumptions.

For light rail and TSM alternatives this will also include; plan and profile drawings, cross-section drawings, conceptual drawings for line segments and conceptual drawings of stations and park and ride lots.

Data Requirements:

1. Detailed Definition of Alternatives;
2. 1" to 100' alignment maps;
3. Plans and profiles for specific sites (developed in the Detailed Definition of Alternatives Report)

Products:

1. Plan and profile drawings;
2. Cross-section drawings;
3. Conceptual drawings;
4. Equilibrated transit networks;
4. Final Definition of Alternatives Report.

Relationship to Other Activities: The Final Definition of Alternatives is a further refinement of the Detailed Definition of Alternatives (Task 5) and reflects design changes which result from tasks 6, 7, 8, and 9. The final definition report provides inputs into the final capital and operating cost estimates.

Organizational Responsibilities: Tri-Met is responsible for the engineering and design work, including the plan and profile drawings, conceptual drawings for line segments and conceptual drawings of stations and park and ride lots. Metro, Tri-Met and C-TRAN are responsible for coordinating the transit operating plans.

The specific responsibilities of the study participants in completing this task are as follows:

1. Metro

A. Responsibilities:

- Coordinate the development of operating plans;
- Manage production of the final definitions report;
- Coordinate the equilibration of transit networks;
- Provide travel demand forecasting support for transit equilibration, including a series of model runs as needed to balance demand with capacity. This will include transit network coding revisions and preparation of outputs;
- Review and comment on engineering drawings.

B. Products:

- Equilibrated transit networks;
- Final Definition of Alternatives Report.

2. C-Tran

A. Responsibilities:

- Define adjustments to C-Tran transit routes needed for equilibration;
- Define adjustments to C-Tran transit routes needed to address issues raised in response to Social and Environmental Impact analysis;
- Review and comment on draft report.

B. Products: None

3. Tri-Met

A. Responsibilities:

- Manage the development of engineering drawings for the TSM and light rail capital improvements;
- Prepare draft of written description of engineering component of Final Definition of Alternative Report;
- Define the size and function of facilities such as transit centers and park-and-ride lots;
- Coordinate the adjustments to transit networks needed for equilibration;
- Coordinate any adjustments to transit networks needed to address issues raised in the Social and Environmental Impact analysis.

B. Products:

- Plan and profile drawings;
- Cross-section drawings;
- Conceptual drawings.

4. RTC

A. Responsibilities:

- Code C-Tran transit network adjustments as needed for equilibration of in response to environmental issues;
- Assist Metro in the development of travel demand outputs and model runs to support transit equilibration;
- Review and comment on plan and profile drawings, cross section drawings and conceptual drawings;
- Assist Metro in the development of the draft report;
- Review and comment on draft report.

B. Products: None

5. ODOT

A. Responsibilities:

- Review and comment on plan and profile drawings, cross section drawings and conceptual drawings;
- Review and comment on draft report.

B. Products: None

6. WSDOT

A. Responsibilities:

- Review and comment on plan and profile drawings, cross section drawings and conceptual drawings;
- Review and comment on draft report.

B. Products: None

7. Clackamas County

A. Responsibilities

- Review and comment on plan and profile drawings, cross section drawings and conceptual drawings;
- Review and comment on draft report.

B. Products: None

8. Multnomah County

A. Responsibilities

- Review and comment on plan and profile drawings, cross section drawings and conceptual drawings;
- Review and comment on draft report.

B. Products: None

9. Clark County

A. Responsibilities

- Review and comment on plan and profile drawings, cross section drawings and conceptual drawings;
- Review and comment on draft report.

B. Products: None

10. Oregon City

A. Responsibilities

- Review and comment on plan and profile drawings, cross section drawings and conceptual drawings;
- Review and comment on draft report.

B. Products: None

11. Gladstone

A. Responsibilities

- Review and comment on plan and profile drawings, cross section drawings and conceptual drawings;
- Review and comment on draft report.

B. Products: None

12. Milwaukie

A. Responsibilities

- Review and comment on plan and profile drawings, cross section drawings and conceptual drawings;
- Review and comment on draft report.

B. Products: None

13. Portland

A. Responsibilities

- Review and comment on plan and profile drawings, cross section drawings and conceptual drawings;
- Review and comment on draft report.

B. Products: None

14. Vancouver

A. Responsibilities

- Review and comment on plan and profile drawings, cross section drawings and conceptual drawings;
- Review and comment on draft report.

B. Products: None

11. Financial Analysis

Task Objective: The purpose of this task is to determine the financial implications of the alternatives considered within Tier II. This task will test the financial viability of the various alternatives, as well as the financial capacity of the region to develop a fixed guideway in each corridor. It will also provide decision-makers with the risks and uncertainties associated with funding the various alternatives. A key purpose of this task are to ensure consistency with and incorporate results from the systemwide financial plan to be developed within the Regional HCT Study which will assist local decision-makers in determining how best to raise capital for the investments being considered.

Methodology: The methodology used to conduct the final Financial Analysis for the South/North AA will be consistent with the description of the Financial Analysis for fixed guideway investments fount in Part II Chapter 8 of the *Procedures and Technical Methods for Transit Project Planning* (FTA, revised February 1993). The first step in the financial analysis will be to review and establish, where necessary, the quantifiable indicators that will be used to assess the financial condition of the transit districts and the region to undertake the proposed investment. General indicators will include liquidity, the capital base and projected capital requirements, long-term recurring obligations, operating ratios, local economic trends and the local burden. Second, a detailed cash flow analysis will be conducted and documented. The cash flow analysis will focus on the Base Year, the Year of Initial Operation, the Year of System Completion and the Financial Planning Horizon Year. The cash flow analysis will integrate the capital costs, O&M costs, revenue estimates and inflation projections for the proposed investment. The financial analysis will include an evaluation of alternative financing alternatives and a risk assessment associated with them. Finally, an assessment of the financial capability of Tri-Met and C-TRAN to fund the future operating and capital financing for the proposed investment will be prepared.

Other tasks related to the financial dimension of the alternatives analysis will also be undertaken. These tasks could include the assessment of joint development opportunities, localized funding opportunities, and the assessment of innovative financing techniques for the proposed investment.

Data Requirements:

1. Financial Analysis results from the Tier I study, the Westside and Hillsboro AA's, and the Preliminary AA's;
2. Capital cost estimates for each alternative, including expected expenditure rates and assumed inflation rates;
3. Patronage forecasts for each alternative;
4. Operating plans for each alternative;
5. O&M costs for each alternative;
6. Detailed mapping and definition of alternatives;
7. Financial information from Tri-Met and C-TRAN for capital and O&M expenditures (historic and projected);
8. Local financial and economic trend and forecasts data from a variety of sources.

Products:

1. Financial Analysis Results Report;
2. Financing Plan for the Locally Preferred Alternative.

Relationship to Other Activities: Cost estimates and defined alternatives will significantly affect the outcome of the financial analysis. The results from this task will be used to prepare the financial analysis section of the DEIS. This task will also provide input in to local jurisdictional activities that are undertaken to secure funding sources for the proposed investment.

Organizational Responsibilities: Metro will manage this task with assistance from Tri-Met and C-TRAN through the Transportation Management Advisory Committee (TMAC) and the Finance Sub-Committee of JPACT. Participating Jurisdictions will contribute to this task through those committees and through review of the products and assumptions of this task.

The specific responsibilities of the study participants in completing this task are:

1. Metro

A. Responsibilities:
- Overall management of this task
- Coordination of the Financial Analysis with C-Tran, Tri-Met, RTC, ODOT, WSDOT and local jurisdictions;
- Preparation of Financial Analysis section of chapter 7 of DEIS.

B. Products:
- Draft and final Financial Analysis portion of chapter 7 of the DEIS

2. C-Tran

A. Responsibilities:
- Review and comment on financial analysis in chapter 7.

B. Products:
- Comments on financial analysis.

3. Tri-Met

A. Responsibilities:
- Review and comment on financial analysis in chapter 7.

B. Products:
- Comments on financial analysis.

4. RTC

A. Responsibilities:
- Review and comment on financial analysis in chapter 7.

B. Products:
- Comments on financial analysis.

5. ODOT

A. Responsibilities:
- Review and comment on financial analysis in chapter 7.

B. Products:
- Comments on financial analysis.

6. WSDOT

A. Responsibilities:

- Review and comment on financial analysis in chapter 7.

B. Products:

- Comments on financial analysis.

7. Clackamas County

A. Responsibilities:

- Review and comment on financial analysis in chapter 7.

B. Products:

- Comments on financial analysis.

8. Multnomah County

A. Responsibilities:

- Review and comment on financial analysis in chapter 7.

B. Products:

- Comments on financial analysis.

9. Clark County

A. Responsibilities:

- Review and comment on financial analysis in chapter 7.

B. Products:

- Comments on financial analysis.

10. Oregon City

A. Responsibilities:

- Review and comment on financial analysis in chapter 7.

B. Products:

- Comments on financial analysis.

11. Gladstone

A. Responsibilities:

- Review and comment on financial analysis in chapter 7.

B. Products:

- Comments on financial analysis.

12. Milwaukie

A. Responsibilities:

- Review and comment on financial analysis in chapter 7.

B. Products:

- Comments on financial analysis.

13. Portland

A. Responsibilities:

- Review and comment on financial analysis in chapter 7.

B. Products:

- Comments on financial analysis.

14. Vancouver

A. Responsibilities:

- Review and comment on financial analysis in chapter 7.

B. Products:

- Comments on financial analysis.

12. Evaluate Alternatives

Task Objectives: The purpose of this task is to evaluate the alternatives defined for the study.

Methodology: Evaluation criteria will be defined during the period of developing analysis methodologies. The evaluation will take into account a wide range of transportation, environmental, land use and other factors. The evaluation will consider the parallel land use analysis which will evaluate land use patterns that would be more supportive of a transit investment that current comprehensive plans.

Data Requirements:

1. Definition of Alternatives;
2. Travel Demand and Transit Patronage Forecasts;
3. Transportation impacts analysis;
4. Social, Environmental and Economic impacts analysis;
5. Capital cost estimates for all alternatives
6. Operations and Maintenance cost estimates for all alternatives;
7. Cost effectiveness calculations; and
8. Land use analysis.

Products:

1. Preliminary draft of DEIS chapter 7, Evaluation of Alternatives; and,
2. Final draft of chapter 7, to be included in the DEIS.

Relationship to Other Activities: The development of the evaluation of alternatives will provide the technical analysis which sorts through the vast analysis conducted in this study. The evaluation of alternatives will provide the technical basis that pulls together the diverse areas of analysis, defines the significant differences between the alternatives and will lead to the selection of the Locally Preferred Alternative.

Organizational Responsibilities: Metro will be responsible for managing the evaluation of Alternatives. A consultant will assist in drafting the analysis and preparing the draft chapter. The various jurisdictions and agencies involved in the study will review and comment on the draft evaluation. The evaluation will assist significantly in selection the preferred alternative.

The specific responsibilities of the study participants in completing this task are:

1. Metro

A. Responsibilities:
- Overall management of this task;
- Coordination of evaluation methodology criteria and measures with various results reports;
- Preparation of draft and final Chapter 7 of the DEIS.

B. Products:
- Draft and final Chapter 7 of the DEIS.

2. C-Tran

A. Responsibilities:

- Review and comment on Draft Chapter 7.

B. Products:

- Chapter 7 comments.

3. Tri-Met

A. Responsibilities:

- Review and comment on Draft Chapter 7.

B. Products:

- Chapter 7 comments.

4. RTC

A. Responsibilities:

- Review and comment on Draft Chapter 7.

B. Products:

- Chapter 7 comments.

5. ODOT

A. Responsibilities:

- Review and comment on Draft Chapter 7.

B. Products:

- Chapter 7 comments.

6. WSDOT

A. Responsibilities:

- Review and comment on Draft Chapter 7.

B. Products:

- Chapter 7 comments.

7. Clackamas County

A. Responsibilities:

- Review and comment on Draft Chapter 7.

B. Products:

- Chapter 7 comments.

8. Multnomah County

A. Responsibilities:

- Review and comment on Draft Chapter 7.

B. Products:

- Chapter 7 comments.

9. Clark County

A. Responsibilities:

- Review and comment on Draft Chapter 7.

B. Products:

- Chapter 7 comments.

10. Oregon City

A. Responsibilities:
- Review and comment on Draft Chapter 7.

B. Products:
- Chapter 7 comments.

11. Gladstone

A. Responsibilities:
- Review and comment on Draft Chapter 7.

B. Products:
- Chapter 7 comments.

12. Milwaukie

A. Responsibilities:
- Review and comment on Draft Chapter 7.

B. Products:
- Chapter 7 comments.

13. Portland

A. Responsibilities:
- Review and comment on Draft Chapter 7.

B. Products:
- Chapter 7 comments.

14. Vancouver

A. Responsibilities:
- Review and comment on Draft Chapter 7.

B. Products: None
- Chapter 7 comments.

13. DEIS Preparation and Publication

Task Objectives: The purpose of this task is to prepare and publish a Draft Environmental Impact Statement that complies with the National Environmental Policy Act, and the state of Washington Environmental Policy Act (SEPA) for the portions of the corridor that are within the state of Washington.

Methodology: The DEIS will be produced primarily through summarizing portions of Results Reports produced in tasks 10 and 11 above. The DEIS will contain summary information with references to specific results reports and other studies where appropriate.

The DEIS will contain seven chapters, including :

1. Purpose and Need;
2. Alternatives Considered;
3. Affected Environment;
4. Transportation Impacts;
5. Environmental Consequences;
6. Historic, Cultural, Archaeological and Parkland Resources; and,
7. Financial Analysis and Evaluation of Alternatives.

The various chapters will address Federal Transit Administration mandated evaluations, such as cost effectiveness. Each chapter will be circulated for local review and comment as they are drafted. The chapters will then be sent to FTA for review. Based on the comments received, the DEIS chapters will be revised as necessary. A consultant will draft the DEIS document.

Upon FTA approval of the DEIS chapters, copies of the completed document will be forwarded to FTA for processing and authorization to publish. Copies will be printed and distributed to interested persons, local, state and federal agencies and governments.

Data Requirements:

1. Project Purpose and Need Statement:
2. Final Definition of Alternatives;
3. Social, economic and environmental impact assessments included in the various Results Reports;
4. Transportation impact assessment; and,
5. Cost estimates for each alternative.

Products:

1. Preliminary drafts of each of the chapters of the DEIS;
2. A final Draft Environmental Impact Statement;
3. A signed DEIS cover sheet; and
4. Copies of the final DEIS for distribution.

Relationship to Other Activities: The preparation of the DEIS is one of the principal products of Alternatives Analysis, almost all of the other work tasks described in this

work plan must be completed in order to develop the DEIS. The publishing of the DEIS initiates the beginning of the formal 45 day comment period, and will provide, along with public comments, the basis for selection of a Locally Preferred Alternative for the study corridor. After the selection of the LPA, the DEIS (along with public comments) will form the basis for the drafting of the Final Environmental Impact Statement.

Organizational Responsibilities: Metro will be the lead agency for drafting the DEIS and will be assisted by a consultant. Metro will have primary responsibility for developing all chapters in the DEIS with the exception of chapter 2, Alternatives Considered, which will be the responsibility of Tri-Met in cooperation with C-TRAN.

C-TRAN will prepare documents required by the Washington State Environmental Policy Act. Metro/C-TRAN will work to ensure consistency between documents prepared in response to state and federal requests.

The preliminary DEIS chapters will be circulated locally for comments and to FTA for comments and final approval. All local agencies will contribute to the review and Metro will revise the document in response to comments received. Metro will coordinate review with FTA and will be assisted by a consultant in incorporating revisions to the draft chapters. Metro will be responsible for printing and distributing the DEIS.

The specific responsibilities of the study participants in completing this task are:

1. Metro

A. Responsibilities:

- Metro will be responsible for overall management of this task;
- Metro will manage a consultant to assist in the drafting and editing of the DEIS;
- Metro will coordinate the local review of the draft chapters;
- Metro will coordinate review of the draft chapters with FTA;
- Metro will produce, print and distribute the DEIS document.

B. Products:

- Draft DEIS chapters;
- Draft Environmental Impact Statement

2. C-Tran

A. Responsibilities:

- Coordinate the review and comments on the draft chapters with local jurisdictions in Washington;
- Coordinate the review and comments on the draft chapters with appropriate resource agencies in Washington;
- Ensure compliance of the draft chapters and DEIS with SEPA;
- Review and comment on draft chapters;

B. Products:

- Documentation ensuring compliance of the DEIS with SEPA
- Comments on the draft chapters

3. Tri-Met

A. Responsibilities:

- Assist in the drafting of various portions of the DEIS chapters;
- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

4. RTC

A. Responsibilities:

- Assist in the drafting of various portions of the DEIS chapters;
- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

5. ODOT

A. Responsibilities:

- Assist in the drafting of various portions of the DEIS chapters;
- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

6. WSDOT

A. Responsibilities:

- Assist in the drafting of various portions of the DEIS chapters;
- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

7. Clackamas County

A. Responsibilities:

- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

8. Multnomah County

A. Responsibilities:

- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

9. Clark County

A. Responsibilities:

- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

10. Oregon City

A. Responsibilities:

- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

11. Gladstone

A. Responsibilities:

- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

12. Milwaukie

A. Responsibilities:

- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

13. Portland

A. Responsibilities:

- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

14. Vancouver

A. Responsibilities:

- Review and comment on draft chapters;

B. Products:

- Comments on the draft chapters.

14. Select Locally Preferred Alternative

Task Objective: The DEIS and supplemental materials will be used by decision makers to evaluate the alternatives and to select a preferred alternative. The Locally Preferred Alternative Report is prepared to document the selection and present the justification for the selection.

Methodology: The DEIS will pass through a series of local, regional, Oregon and Washington State, and federal reviews. At least one DEIS public hearing will be held and public testimony will be received. Based on the technical analysis, a locally preferred alterative will be selected and a locally preferred alternative report will be prepared. The DEIS and draft LPA will be reviewed by the South/North TAC, PMG, CAC, Steering group, TPAC, JPACT, Tri-Met Board, C-Tran Board and various jurisdictional bodies. Recommendations will be made by all these groups to the Metro Council and RTC Board, and Metro and RTC will select the locally preferred alternative, adopt the LPA Report and transmit the report to FTA. Modifications to this methodology may be made by the steering group through adoption of the Tier II Evaluation Methodology Report.

Data Requirements: The DEIS, its supporting reference material, and comments received on the DEIS during the comment period.

Products:

1. Public comments received during the DEIS comment period
2. Draft Locally Preferred Alternative Report;
3. Recommendations from participating agencies and governments;
4. Adopted Locally Preferred Alternative Report, and Application to Advance into Preliminary Engineering;
5. Land use findings in support of the decision.

Relationship to Other Requirements: The locally preferred alternative report represents the conclusion of the AA process. All other AA tasks and reviews must be completed prior to adoption of the LPA report.

Organization Responsibilities: Metro will be the lead agency on this task and will manage the Public Hearing on the DEIS, compile comments and prepare the draft LPA report. Local jurisdictional staff and participating agency staff will assist in organizing local government reviews and agency reviews.

The specific responsibilities of the study participants in completing this task are:

1. Metro

A. Responsibilities:

- Overall management of this task;
- Preparation of the summary of public comments and response to comments;
- Preparation of the draft and adopted LPA report;
- Modification to and coordination with the Oregon RTP, UWP and TIP as required
- Development of appropriate land use findings;

- Assist Tri-Met in Preparation of application to FTA to advance the corridor into PE, if a build alternative is selected as the LPA, including development of FEIS scope of work.

B. Products:

- Public comments received during the DEIS comment period
- Draft Locally Preferred Alternative Report;
- Adopted Locally Preferred Alternative Report;
- Land use findings in support of the decision;
- FEIS scope of work.

2. C-Tran

A. Responsibilities:

- Management and coordination of SEPA LPA selection requirements.
- Preparation of any SEPA LPA documentation;
- Ensure compliance of decision with SEPA;
- Preparation of grant PE/FEIS grant applications if required, including assistance to Metro in developing FEIS scope of work.

B. Products:

- SEPA LPA documentation if required.

3. Tri-Met

A. Responsibilities:

- Review and comment on draft and adopted LPA reports.
- Prepare application to FTA to advance the corridor into PE, if a build alternative is selected as the LPA.

B. Products:

- Application to FTA to advance the corridor into PE, if a build alternative is selected as the LPA (including possible grant application(s) and requests for letters of no prejudice).

4. RTC

A. Responsibilities:

- Modification to and coordination with the Washington RTP, UWP required;

B. Products: None

5. ODOT

A. Responsibilities:

- Review and comment on draft and final LPA reports.

B. Products:

- Comments on draft and final LPA reports.

6. WSDOT

A. Responsibilities:

- Review and comment on draft and final LPA reports.

B. Products:

- Comments on draft and final LPA reports.

7. Clackamas County

A. Responsibilities:

- Review and comment on draft and final LPA reports.

B. Products:

- Comments on draft and final LPA reports.

8. Multnomah County

A. Responsibilities:

- Review and comment on draft and final LPA reports.

B. Products:

- Comments on draft and final LPA reports.

9. Clark County

A. Responsibilities:

- Review and comment on draft and final LPA reports.

B. Products:

- Comments on draft and final LPA reports.

10. Oregon City

A. Responsibilities:

- Review and comment on draft and final LPA reports.

B. Products:

- Comments on draft and final LPA reports.

11. Gladstone

A. Responsibilities:

- Review and comment on draft and final LPA reports.

B. Products:

- Comments on draft and final LPA reports.

12. Milwaukie

A. Responsibilities:

- Review and comment on draft and final LPA reports.

B. Products:

- Comments on draft and final LPA reports.

13. Portland

A. Responsibilities:

- Review and comment on draft and final LPA reports.

B. Products:

- Comments on draft and final LPA reports.

14. Vancouver

A. Responsibilities:

- Review and comment on draft and final LPA reports.

B. Products:

- Comments on draft and final LPA reports.

Project

Task	Metro	BRW	SMSA	Environment Consultant Services	Design Images	Financial Analysis	EAD Consultant Services	Tri-Met	City of Portland
Non Priority Corridor	$80,000		$68					$1,664	
Tier I								$ -	
Management	$ 100,000		$ 14,188				$ -	$ 59,822	$ -
Public Involvement	$ 160,000						$ -	$ -	$ 30,000
Description of Alternatives	$ 250,000	$ 41,669	$ 1,138		$ 100,000		$ 407,000	$ 249,271	$ 15,000
S.E.E. Analysis	$ 170,000	$ 26,250	$ 6,465				$ -	$ 22,066	$ 10,000
Transportation Analysis	$ 163,861	$ 42,089	$ 1,600				$ -	$ 21,817	$ 5,000
Financial Analysis	$ 30,000		$ 32,000			$ 30,000	$ -	$ 9,941	$ 5,000
Evaluation	$ 120,000		$ 19,583				$ -	$ 184,624	$ 5,000
Tier I Total	$993,861	$110,008	$74,972		$100,000	$30,000	$407,000	$547,541	$70,000
Tier II								$ -	
Management	$ 220,000			$ 250,000			$ -	$ 103,149	$ -
Public Involvement	$ 316,761			$ 100,000			$ -	$ 4,051	$ 50,000
Description of Alternatives	$ 300,000			$ 100,000			$ 793,000	$ 481,320	$ 24,000
S.E.E. Analysis	$ 700,000			$ 820,000			$ -	$ 40,622	$ 35,000
Transportation Analysis	$ 500,000			$ 300,000			$ -	$ 35,416	$ 20,000
Financial Analysis	$ 120,000			$ 100,000			$ -	$ 31,081	$ -
Evaluation	$ 80,000			$ 80,000			$ -	$ 80,024	$ 10,000
Tier II Total	$2,236,761			$1,750,000			$793,000	$775,663	$139,000
Total	$3,230,622	$110,008	$74,972	$1,750,000	$100,000	$30,000	$1,200,000	$1,324,868	$209,000
Funded	$2,394,105	$110,008	$74,972	$1,750,000	$100,000	$30,000	$1,200,000	$981,815	$154,883

Total	$10,707,926
Total Consultants/Contingency	$3,778,694
Sub-Total Agency Staff	$6,929,232
Revenue	$8,400,000
Total Consultants	$3,264,980
Sub-Total Agency Revenue	$5,135,020
Percent funded	74.11%
Total New Revenue Needed	$2,307,926
	27.48%

ODOT	Multnomah Co.	City of Milwaukie	Clackamas Co.	Oregon City	Gladstone	Port of Portland	WSDOT Olympia ERP	C-TRAN	Clark Co.	City of Vancouver
						$35,854			$1,220	$1,100
$ -	$ 1,272	$ 4,375	$ 4,568	$ 6,438	$ 3,940		$ 35,000	$ 18,730	$ 2,080	$ 1,251
$ -	$ -	$ 14,000	$ 16,136	$ 5,630	$ 1,290			$ 27,392	$ 8,160	$ 7,476
$ 100,000	$ 7,708	$ 12,833	$ 23,361	$ 9,540	$ 2,500			$ 30,848	$ 1,500	$ 1,827
$ 4,352	$ 1,500	$ 6,720	$ 8,032	$ 2,595	$ 1,375			$ 5,598	$ 1,860	$ 2,751
$ 5,037	$ 500	$ 280	$ 3,654	$ 710	$ 690			$ 40,953	$ 4,380	$ 3,325
$ -	$ 500	$ 840	$ 1,176	$ 650	$ -			$ 2,951	$ 1,860	$ 1,100
$ 2,000	$ 1,920	$ 1,400	$ 3,911	$ 1,340	$ 1,000			$ 10,440	$ 15,880	$ 11,676
$111,389	**$13,400**	**$40,448**	**$60,838**	**$26,903**	**$10,795**	**$ -**	**$35,000**	**$136,912**	**$35,720**	**$29,406**
$ -	$ 4,277	$ 840	$ 3,023	$ 5,400	$ 1,375		$ 109,000	$ 36,822	$ 6,160	$ 8,251
$ -	$ 3,200	$ 10,000	$ 21,275	$ 8,495	$ 2,320			$ 122,740	$ 12,000	$ 20,625
$ 118,975	$ 6,097	$ 21,800	$ 11,253	$ 3,030	$ 2,300			$ 57,437	$ 3,080	$ 4,125
$ 9,290	$ 5,254	$ 22,200	$ 10,208	$ 6,580	$ 3,690			$ 130,350	$ 7,000	$ 8,251
$ 9,290	$ 1,949	$ 19,560	$ 3,278	$ 2,690	$ 1,720			$ 50,985	$ 7,000	$ 16,500
$ 20,047	$ 968	$ 1,960	$ 2,953	$ 1,000	$ -			$ 12,274	$ 6,160	$ 4,125
$ 2,000	$ 851	$ 2,000	$ 3,510	$ 6,490	$ 850			$ 35,427	$ 10,000	$ 20,625
$159,602	**$22,596**	**$78,360**	**$55,500**	**$33,685**	**$12,255**	**$ -**	**$109,000**	**$446,035**	**$51,400**	**$82,502**
$270,991	**$35,996**	**$118,808**	**$116,338**	**$60,588**	**$23,050**	**$ 35,854**	**$144,000**	**$582,947**	**$88,340**	**$113,008**
$200,822	**$26,675**	**$88,045**	**$86,214**	**$44,900**	**$17,082**	**$26,570**	**$106,714**	**$432,002**	**$65,466**	**$83,746**

RTC	WSDOT Clark Co.	Contingency (5%)	Total
$7,749		$ 6,383	$ 134,038
$ 24,983	$ 500	$ 13,857	$ 291,004
$ 10,800	$ -	$ 14,044	$ 294,928
$ 66,257	$ 6,116	$ 66,328	$ 1,392,896
$ 25,032	$ 5,000	$ 14,980	$ 314,575
$ 52,500	$ 2,700	$ 17,455	$ 366,551
$ 8,000	$ -	$ 6,201	$ 130,219
$ 22,925	$ -	$ 20,085	$ 421,783
$210,497	**$14,316**	**$152,950**	**$3,211,956**
$ 25,800	$ 1,050	$ 38,757	$ 813,904
$ 16,500	$ -	$ 34,398	$ 722,365
$ 112,600	$ 11,210	$ 102,511	$ 2,152,738
$ 24,800	$ 7,000	$ 91,512	$ 1,921,757
$ 89,000	$ 5,000	$ 53,119	$ 1,115,507
$ 8,300	$ -	$ 15,443	$ 324,311
$ 41,000	$ -	$ 18,639	$ 391,416
$318,000	**$24,260**	**$354,381**	**$7,442,000**
$536,246	**$38,576**	**$513,714**	**$10,787,994**
$397,394	**$28,587**		**$8,400,000**

Exibit B
Agency Expenditure Budget

Non-Consultant Contract Expenses			
Work Element/Task	**Pre-AA IGA 7/1/93-12/31/93**	**This IGA 1/1/94-3/31/96**	**Total S/N AA 7/1/93-3/31/96**
Non-Participating	$1,664		$1,664
Tier I			
Management	$22,051	$37,771	$59,822
Public Involvement			
Description of Alternatives	$24,393	$224,878	$249,271
S.E.E. Analysis	$813	$21,253	$22,066
Transportation Analysis		$21,817	$21,817
Financial Analysis		$9,941	$9,941
Evaluation	$175,957	$8,667	$184,624
Tier I Total	$223,214	$324,327	$547,541
Tier II			
Management		$103,149	$103,149
Public Involvement		$4,051	$4,051
Description of Alternatives		$481,320	$481,320
S.E.E. Analysis		$40,622	$40,622
Transportation Analysis		$35,416	$35,416
Financial Analysis		$31,081	$31,081
Evaluation		$80,024	$80,024
Tier II Total		$775,663	$775,663
Total	**$224,878**	**$1,099,990**	**$1,324,868**

Consultant Contract Expenses	
Work Element/Task	**This IGA 1/1/94-3/31/96**
Non-Participating	
Tier I	
Management	
Public Involvement	
Description of Alternatives	$407,000
S.E.E. Analysis	
Transportation Analysis	
Financial Analysis	
Evaluation	
Tier I Total	$407,000
Tier II	
Management	
Public Involvement	
Description of Alternatives	$793,000
S.E.E. Analysis	
Transportation Analysis	
Financial Analysis	
Evaluation	
Tier II Total	$793,000
Total	**$1,200,000**

Appendix A

Priority Corridor Resolutions

Certified A True Copy of the Original Hereof
Clerk of the Council

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RECOMMENDING PRIORITY HIGH CAPACITY TRANSIT CORRIDORS TO THE SOUTH AND NORTH AND AN ACTION PLAN FOR PHASE 2 OF THE SOUTH/NORTH PRELIMINARY ALTERNATIVES ANALYSIS	RESOLUTION NO. 93-1784 Introduced by Councilor Van Bergen

WHEREAS, The FY 1992 regional work program for transportation included South/North Preliminary Alternatives Analyses, conducted in accordance with Federal Transit Administration guidelines; and

WHEREAS, The Preliminary Alternatives Analyses were conducted through a cooperative Metro/Southwest Washington Regional Transportation Council (RTC) process and were coordinated through JPACT and JRPC; and

WHEREAS, The primary purpose of the Preliminary Alternatives Analyses is to evaluate and recommend the priority corridor in the South Study Area (Portland to Clackamas County) and the priority corridor in the North Study Area (Portland to Clark County) wherein the priority corridor designation means that: 1) it has been locally determined that further and more detailed analyses of high-capacity transit (HCT) options in the corridor area will occur next, and 2) the corridor is locally determined to be the priority corridor for Federal Transit Administration (FTA) HCT funds (Section 3 New Start funds) in the study area it serves; and

WHEREAS, Metro Resolution No. 90-1300 reaffirmed the commitment to an East Portland/Clackamas County project as the region's next priority following the Westside/Hillsboro Corridor project; and

WHEREAS, Metro Resolution No. 91-1456 adopted as regional policy a commitment to perform the Preliminary Alternatives Analysis Study to determine if it is feasible to proceed with a larger corridor from Clackamas County to Clark County; and

WHEREAS, An Expert Review Panel, composed of national experts in HCT analyses, has reviewed the technical data produced during the Preliminary Alternatives Analyses and found the data to be valid and appropriate for the decisions at hand; and

WHEREAS, A Citizens Advisory Committee, composed of residents and business people from the affected corridors, and the Project Management Group, composed of transportation officials from the affected governments, have reviewed and adopted the attached findings and recommendations (Exhibit A); now, therefore,

BE IT RESOLVED,

That the Metro Council adopts as regional policy:

1. The single South/North corridor from Clackamas County, Oregon through the Portland CBD to Vancouver, Washington as the region's next priority for high capacity transit improvements following the Westside/Hillsboro project; and

a. The Milwaukie segment is the priority for further analysis of High-Capacity Transit options between Portland and Clackamas County.

b. The I-5 North segment is the priority for further analysis of High-Capacity Transit options between Portland and Clark County.

2. Metro staff, in cooperation with other affected agency and jurisdictional staff, is directed to refine and analyze alignment, station and terminus options in the Milwaukie segment and I-5 North

segment as part of Phase 2 of the Preliminary Alternatives Analysis and recommend a small set of the most promising alternatives for Alternatives Analyses and preparation of a Draft Environmental Impact Statement.

3. Metro staff, in cooperation with other affected agency and jurisdictional staff, is directed to prepare intermediate-term improvement strategies for the I-205 South and North corridors (Oregon City to Clark County) which do not include HCT improvements.

4. Metro staff, in cooperation with other affected agency and jurisdictional staff, is directed to analyze the design and possible funding sources for constructing and operating an HCT corridor to the Portland International Airport as a non-priority corridor and recommend, if appropriate, how to proceed with an Airport Corridor HCT project.

5. Metro staff, in cooperation with other affected agency and jurisdictional staff, is directed to pursue the attached Action Plan to prepare for Alternatives Analysis and a Funding Plan for the South/North Corridor (Exhibit B)

ADOPTED by the Metro Council this 22nd day of April, 1993.

Judy Wyers, Presiding Officer

TL:lmk:bc
93-1784.RE2
3-31-93

EXHIBIT B

Action Plan
Preparation of Alternatives Analyses and Funding Plans
South/North High-Capacity Transit Corridor

(1) Seek to prepare Alternatives Analysis and the Draft Environmental Impact Statement on both the Milwaukie Corridor and I-5 North Corridor HCT segments. To accomplish this, request assistance from the Oregon and Washington Congressional delegations to include a provision in the FY 1994 federal Appropriations Bill to permit the preparation of AA/DEIS work in the entire South/North Corridor.

(2) Seek to secure financing for an HCT alternative in the South/North Coridor. To accomplish this:

a. Take all steps necessary to seek the maximum practical authorization of Section 3 New Start funds for a South/North Corridor in the upcoming federal transportation authorization bill. The actual amount of federal funds, matching ration and distribution of federal funds between corridors should be determined on the basis of further technical, financial and political analyses.

b. The acquisition of federal authorization for a South/North Corridor must be done in the context of first completing the funding for the Westside LRT and the Hillsboro extension.

c. Since the possibility exists that a federal transportation authorization bill could occur as early as federal FY 1995, regional funding activities, including the approval of state and local funding sources in both Washington and Oregon, should be completed prior to this date.

d. The development and implementation of a funding package for the South/North Corridor should be done in the context of funding the long-term HCT system.

(3) In addition to seeking the capital funds for a South/North HCT project, the region should take all steps necessary to secure sufficient funds to operate a South/North project and related bus feeder system.

EXHIBIT C

THE NORTH/SOUTH TRANSIT CORRIDOR STUDY
Phase 1: Selection of Priority Corridor(s)
Compilation of resolutions and correspondence

MILWAUKIE AND I-5 NORTH CORRIDORS

Resolutions: The City of Milwaukie
The City of Lake Oswego

Letters of recommendation:
The City of Gladstone
The North Clackamas County Chamber of Commerce's Board of Directors
The Milwaukie Downtown Development Association
The Milwaukie Center Community Advisory Board
Ardenwald-Johnson Creek Neighborhood Association
Brooklyn Neighborhood Association
The Sellwood Moreland Improvement League
Red Lion Hotels and Inns, David J. Johnson - President and CEO
Saint Paul Lutheran Church, Pastor John Rosenberg
The Parish of St John the Evangelist, Reverend Richard K. Toll
Bill Griesar: citizen
Clair Kuppenbender: citizen
Barbara McGinnes & family

Informal declarations of support:
Buckman Neighborhood
Central Eastside Industrial Council
Eastmoreland Neighborhood
Hosford-Abernethy Neighborhood
Kerns Neighborhood
Reed Neighborhood
Sunnyside Neighborhood
Woodstock Neighborhood

I-205 NORTH AND I-205 SOUTH CORRIDORS

Letters of recommendation:
The Eighty-Second Avenue Business Association
The Montavilla Business Association
The Citizen's Steering Committee representing the Lents area in the SE Portland District Planning Process
Joyce Beedle: citizen

Informal declarations of support:
Foster-Powell Neighborhood
Montavilla Neighborhood
Outer SE Coalition of Neighborhoods

* The Richmond Neighborhood supports both south corridor options

CITY OF MILWAUKIE

RESOLUTION NO. 6-1993

A RESOLUTION RECOMMENDING PREFERRED HIGH CAPACITY TRANSIT CORRIDORS FOR FURTHER ANALYSIS.

WHEREAS, on May 19, 1992, the City of Milwaukie entered into an intergovernmental agreement with Metro to examine several high capacity transit corridor options in a Preliminary Alternatives Analysis Study; and

WHEREAS, the Preliminary Alternatives Analysis Phase I evaluates broad corridor options and selects Priority Corridor(s) for further evaluation of a smaller set of modal and alignment options to incorporate into a more detailed Alternatives Analysis and Draft Environmental Impact Statement stage; and

WHEREAS, the City of Milwaukie has participated in the development of methodology, data-gathering, selection of evaluation criteria, conceptual alternatives, and corridor evaluation throughout this Study; and

WHEREAS, the City of Milwaukie has participated in assessing public opinion about the feasibility of several corridor segments under consideration; and

WHEREAS, the technical data and public opinion have indicated that the Milwaukie Corridor and the I-5 North Corridor appear to be the most cost-effective corridors, considering projected transit ridership and cost-effectiveness; and

WHEREAS, on March 9, 1993, the Milwaukie Planning Commission, having reviewed technical data and considered nine decision-making criteria, recommended selection of the Milwaukie/I-5 North Corridors as the preferred corridors to take into the Alternative Analysis phase; and

WHEREAS, the Milwaukie/I-5 North Corridors comply with all policy elements in the Milwaukie Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED by the City of Milwaukie, a municipality of the State of Oregon, that Milwaukie hereby endorses and recommends to the Metro Council that the Milwaukie/I-5 North Corridors be selected as the priority and preferred corridors for the Alternatives Analysis stage of the Regional High Capacity Transit Study.

PASSED this 16th day of March, 1993, by the City Council of the City of Milwaukie.

Craig J. Lomnicki, Mayor

Attest:

Pat DuVal

Pat DuVal, City Recorder

Approved as to form:

City Attorney

380 "A" AVENUE
ST OFFICE BOX 369
LAKE OSWEGO,
OREGON 97034
(503) 635-0213
AX (503) 635-0269

ALICE L. SCHLENKER,
MAYOR

(MIKE) ANDERSON,
COUNCILOR

ATHER CHRISMAN,
COUNCILOR

VILLIAM HOLSTEIN,
OUNCILOR

BILL KLAMMER,
COUNCILOR

ED MARCOTTE,
COUNCILOR

MARY PUSKAS,
COUNCILOR

RESOLUTION 93-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE OSWEGO RECOMMENDING PREFERRED HIGH CAPACITY TRANSIT CORRIDORS FOR FURTHER ANALYSIS.

WHEREAS, on May 19, 1992, the City of Milwaukie entered into an intergovernmental agreement with METRO to examine several high capacity transit corridor options in a Preliminary Alternatives Analysis Study; and

WHEREAS, the Preliminary Alternatives Analysis Phase I evaluates broad corridor options and selects Priority Corridor(s) for further evaluation of a smaller set of modal and alignment options to incorporate into a more detailed Alternatives Analysis and Draft Environmental Impact Statement stage; and

WHEREAS, the City of Milwaukie has participated in the development of methodology, data-gathering, selection of evaluation criteria, conceptual alternatives, and corridor evaluation throughout this study; and

WHEREAS, the City of Milwaukie has participated in assessing public opinion about the feasibility of several corridor segments under consideration; and

WHEREAS, the technical data and public opinion have indicated that the Milwaukie Corridor and the I-5 North Corridor appear to be the most cost-effective corridors, considering projected transit ridership and cost-effectiveness; and

WHEREAS, on March 9, 1993, the Milwaukie Planning Commission, having reviewed technical data and considered nine decision-making criteria, recommended selection of the Milwaukie/I-5 North Corridors as the preferred corridors to take into the Alternative Analysis phase; and

WHEREAS, the Milwaukie/I-5 North Corridors comply with all policy elements in the Milwaukie Comprehensive Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Oswego, a municipality of the State of Oregon, that the City of Lake Oswego hereby endorses and recommends to the METRO Council that the Milwaukie/I-5 North Corridors be selected as the priority and preferred corridors for the Alternative Analysis stage of the Regional High Capacity Transit Study.

Considered and enacted by the City Council of the City of Lake Oswego at a regular meeting held on the 16th day of March, 1993.

AYES: ANDERSON, HOLSTEIN, CHRISMAN, SCHLENKER, MARCOTTE, KLAMMER

NOES: NONE

EXCUSED: PUSKAS

ABSTAIN: NONE

Alice L. Schlenker
Mayor

ATTEST:

Kristi Hitchcock
City Recorder

APPROVED AS TO FORM:

Jeffrey G. Condit
City Attorney

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 93-1784 FOR THE PURPOSE OF RECOMMENDING PRIORITY HIGH-CAPACITY TRANSIT CORRIDORS TO THE SOUTH AND NORTH AND AN ACTION PLAN FOR PHASE 2 OF THE SOUTH/NORTH PRELIMINARY ALTERNATIVES ANALYSES

Date: March 23, 1993 Presented by: Andrew Cotugno

PROPOSED ACTION

This resolution designates certain High-Capacity Transit (HCT) corridor segments as priorities for future study and provides policy direction to project staff regarding preparation for Alternatives Analyses and funding plan.

FACTUAL BACKGROUND AND ANALYSIS

The FY 1993 Unified Work Program identified Preliminary Alternatives Analyses for HCT corridors terminating in Clackamas County and in Clark County, Washington. This work was planned in accordance with Metro Resolution 90-1300 which designated Clackamas County as the next regional priority to receive HCT improvements and Metro/RTC joint resolutions 91-1456 and 92-1549 which established a strategy for integrating the study process for the South and North corridors and provided an oversight structure for the studies.

A Project Management Group (PMG), composed of senior transportation staff from the participating governments and agencies, was formed to oversee the study process. The PMG approved a Work Plan, appointed a Citizen Advisory Committee and Expert Review Panel and reviewed and approved data developed by technical staff.

Four potential corridor segments were identified in the Regional Transportation Plan that serve Clackamas and Clark Counties: the Milwaukie and I-205 segments to the south and the I-5 and I-205 segments to the north. Technical staff developed data on nine subject areas related to the performance and impact of high-capacity transit in each of the corridors (Exhibit A).

The data developed by technical staff was first reviewed by an Expert Review Panel, a group of technical experts from both within the region and throughout the country. The panel recommended modifications and found the data was accurate and adequate for the purposes of local decision-making.

This data was then reviewed by the Project Management Group, the Citizen Advisory Committee and by the general public in several public forums. A summary of correspondence received from the public is attached as Exhibit C. The Citizen Advisory Committee and the Project Management Group made several recommendations regarding further study of High-Capacity Transit in each of the corridors. These recommendations include:

(1) Select Milwaukie as the priority corridor segment for further analysis of High-Capacity Transit options between Portland and Clackamas County.

(2) Select I-5 North as the priority corridor segment for further analysis of High-Capacity Transit options between Portland and Clark County.

(3) Seek to prepare an Alternatives Analysis/Draft Environmental Impact Statement and secure financing on a single South/North HCT corridor incorporating both the Milwaukie and I-5 segments.

(4) Continue to analyze the design and possible funding sources for constructing and operating an HCT corridor to the Portland International Airport as a non-priority corridor.

(5) Prepare intermediate-term improvement strategies for the I-205 South and North corridors which do not include HCT improvements.

The Citizen Advisory Committee further clarified that if both the South and North HCT priority corridor segments are not able to be developed as a single corridor, the South Corridor segment HCT improvement terminating in Clackamas County should advance first as the next regional HCT priority corridor in accordance with Metro Resolution No. 90-1300 and the Metro/RTC joint Resolution No. 91-1456.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 93-1784.

TL:lmk:bc
93-1784.RE2
3-31-93

PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1784, RECOMMENDING PRIORITY HIGH CAPACITY TRANSIT CORRIDORS TO THE SOUTH AND NORTH AND AN ACTION PLAN FOR PHASE 2 OF THE NORTH/SOUTH PRELIMINARY ALTERNATIVES ANALYSIS

Date: April 20, 1993 Presented by: Councilor Gates

Committee Recommendation: At the April 13 meeting, the Planning Committee voted unanimously to recommend Council adoption of Resolution No. 93-1784. Voting in favor: Councilors Van Bergen, Kvistad, Devlin, Gates, Monroe, and Moore.

Committee Issues/Discussion: Richard Brandman, Manager, Transportation Planning Division presented the staff report. He explained that this resolution recommends the high capacity corridors in the South and North Corridors as part of the Preliminary Alternatives Analysis (Pre-AA), by unifying them as a single corridor from Clackamas County, Oregon to Vancouver, Washington. This has been an ongoing effort over the past 18 months and the issues have been reviewed several times before this committee.

Since the last update, there was a JPACT meeting on March 30 in which a public hearing was conducted to discuss the I-5 Corridor to the north and Milwaukie Corridor to the south. At that hearing there was considerable support for these choices. The only exception was Representative Frank Shields, who spoke in favor of the I-205 Corridor. The project management group and the Citizens Advisory Committee both unanimously recommended this selection, as did TPAC and JPACT.

Councilor Moore asked if the official name had been changed to the "South/North Corridor". Councilor Van Bergen indicated that that was correct and that he had made the request for the name change.

Councilor Devlin explained that the Council was embarking on a project, jointly with Clark County, Washington, that could ultimately cost upwards of $1.6 billion. A considerable portion of that amount may be local funds. He asked whether the region was in any way jeopardizing future local funding by this decision. Mr. Brandman indicated no, in fact the next phase of this study has a financial element associated with it that will recommend to the voters, possibly in the spring of 1994, one of several alternatives along these corridors.

C-TRAN
BOARD RESOLUTION BR-93-004

A RESOLUTION authorizing the selection of the priority High Capacity Transit corridor and to recommend proceeding into Alternatives Analysis for that corridor.

WHEREAS, system planning as defined by RCW 81.104.100 is intended to result in the identification of a priority corridor for further study of high capacity transportation facilities, if it is deemed feasible by local officials, and

WHEREAS, Phase One of the North/South Preliminary Alternatives Analysis has been completed, and

WHEREAS, the Expert Review Panel has found the information compiled under Phase One to be sound, and

WHEREAS, the Joint Regional Policy Committee has recommended to the Board of Directors of the Clark County Public Transportation Benefit Area Authority that the I-5 North Corridor be selected as the priority High Capacity Transit corridor to the north and that the region proceed into Alternatives Analysis for the north and south corridors of I-5 as a unitary corridor. This recommendation is based on:

1. The findings and recommendations of the North/South Transit Corridor Study-Priority Corridor Analysis;

2. The recommendations of the Expert Review Panel, Metro Citizen's Advisory Committee, Metro Project Management Group, Regional Technical Advisory Committee, Metro Transportation Policy Alternatives Committee, Joint Policy Advisory Committee and the Citizen's Involvement Team; and,

3. The environmental analysis of the alternatives contained in the Final Environmental Impact Statement issued March 30, 1993, pursuant to the Washington State Environmental Policy Act (RCW 43.21C).

NOW, THEREFORE, BE IT RESOLVED BY THE CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY that the I-5 North and South Corridors be selected as the priority High Capacity Transit corridor and proceed into Alternatives Analysis for the north and south corridors of I-5 as a unitary corridor.

Continued. . .

ADOPTED at regular session of the Board of the Clark County Public Transportation Benefit Area Authority, this 6th day of April 1993.

AYES : Rose Besserman, Gladys Doriot, Bruce Hagensen, Pat Jollota, Busse Nutley, Diana Rennie, Dave Sturdevant, Chair John Magnano

NAYS :

ABSENT :

John Magnano, Chair

Attest:

Leslie R. White, Executive Director

Scott Horenstein, Legal Counsel

4/2/93/jeb
Board:ncorsel.br4

JOINT REGIONAL POLICY COMMITTEE
RESOLUTION CR-93-002

A RESOLUTION recommending the selection of the priority High Capacity Transit corridor and to recommend proceeding into Alternatives Analysis for that corridor.

WHEREAS, system planning as defined by RCW 81.104.100 is intended to result in the identification of a priority corridor for further study of high capacity transportation facilities, if it is deemed feasible by local officials, and

WHEREAS, Phase One of the North/South Preliminary Alternatives Analysis has been completed, and

WHEREAS, the Expert Review Panel has found the information compiled under Phase One to be sound.

NOW, THEREFORE, BE IT RESOLVED BY THE JOINT REGIONAL POLICY COMMITTEE:

THAT the Joint Regional Policy Committee recommends to the Board of Directors of the Clark County Public Transportation Benefit Area Authority that the I-5 North Corridor be selected as the priority High Capacity Transit corridor to the north and that the region proceed into Alternatives Analysis for the north and south corridors of I-5 as a unitary corridor. This recommendation is based on:

1. The findings and recommendations of the North/South Transit Corridor Study-Priority Corridor Analysis;

2. The recommendations of the Expert Review Panel, Metro Citizen's Advisory Committee, Metro Project Management Group, Regional Technical Advisory Committee, Metro Transportation Policy Alternatives Committee, Joint Policy Advisory Committee and the Citizen's Involvement Team; and,

3. The environmental analysis of the alternatives contained in the Final Environmental Impact Statement issued March 30, 1993, pursuant to the Washington State Environmental Policy Act (RCW 43.21C).

Continued . . .

ADOPTED at the regular session of the Joint Regional Policy Committee, this 6th day of April 1993.

AYES : Rose Besserman, Gladys Doriot, Bruce Hagensen, Pat Jollota, Busse Nutley, Diana Rennie, Keith Ahola Alternate for Gerry Smith, Dave Sturdevant, and Chair John Magnano

NAYS :

ABSENT :

John Magnano, Chair

Attest:

Leslie R. White, Executive Director

Scott Horenstein, Legal Counsel

4/2/93/jeb/JRPC:ncorsel.cr2

RTC

Resolution 04-93-12

STAFF REPORT

TO: Southwest Washington Regional Transportation Council Board of Directors

FROM: Dean Lookingbill, Transportation Director

DATE: March 30, 1993

SUBJECT: **HIGH CAPACITY TRANSIT PRIORITY CORRIDOR RECOMMENDATION**

BACKGROUND

The North/South Transit Corridor Study has been underway for just over one year. The overall study includes the following key elements: 1) evaluation of a broad range of high capacity transit (HCT) options in order to determine a priority corridor, 2) further evaluation of options in the priority corridor to select a small set of promising options for Alternatives Analysis, 3) development of a financing strategy for the priority corridor, and 4) development of an action plan for improvements in the non-priority corridor.

The portion of the study completed to date includes the analysis of existing data and the evaluation of a broad range of HCT options for the I-5/Milwaukie and I-205 North/South Corridors. The attached report entitled "The North/South Transit Corridor Study Priority Corridor Analysis: Findings and Recommendations" is attached for your information.

The information and recommendations contained in the report identify the I-5/Milwaukie corridor as the priority corridor for seeking Federal Transit Administration (FTA) high capacity transit funds (Section 3 New Start Funds). The report also calls for the preparation of improvement strategies for the non-priority corridor. The report directs the staffs of the various agencies coordinating together on the project to refine/analyze alignment, station, and terminus options in order to recommend a small set of promising alternatives for the FTA Alternatives Analysis and Draft Environmental Impact Statement Process (AA/DEIS).

Based on the findings contained in the North/South Transit Corridor Study and summarized in the attached Executive Summary, the staff recommendation (including the Regional Transportation Advisory Committee) is to select the single South/North Corridor from Clackamas County, Oregon through the Portland CBD to Vancouver, Washington as the region's next priority for high capacity transit improvements. This corridor includes the I-5 North segment as the priority for further analysis of high capacity transit options between Portland and Clark County and the Milwaukie segment as the priority for further analysis of high capacity transit options between Portland and Clackamas County.

POLICY IMPLICATION

The selection of the single South/North Corridor as the High Capacity Transit Priority Corridor is one of the most important regional transportation policy decisions of this decade. It represents a major multi-modal policy decision for transportation system investments within Clark County and for the bi-state region. The Corridor recommendation is consistent with Regional Transportation Plan goal of improving mobility within Clark County and across the Columbia River to the Portland region. The selection of a high capacity transit option is also consistent with a long-term transportation control measure to achieve and maintain carbon monoxide and ozone air quality attainment.

BUDGET IMPLICATION

The implementation/construction of a high capacity transit corridor is estimated to be one of the largest infrastructure investments ever made in this region and would involve federal, state, and local funds. A financing strategy is currently being discussed that would involve the Oregon and Washington Congressional Delegations, the Oregon and Washington State Legislatures, and a local tax vote in both the Vancouver/Clark County and Portland regions.

Continued funding for the HCT planning and design process includes a grant request to the WSDOT High Capacity Transit Account and will include supporting funds from local sources as well as funds from the Portland region. Continued involvement in the study project is an important part of RTC's budget.

ACTION REQUESTED

Adoption of Resolution 04-93-12, "High Capacity Transit Priority Corridor Recommendation", which adopts the single South/North Corridor as the next priority corridor for high capacity transit improvements.

ADOPTED this 6th day of April 1993,

by the Southwest Washington Regional Transportation Council.

SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

John C. Magnano
President of the Board

ATTEST:

Dean Lookingbill
Transportation Director

Attachment

d:\word\docs\admin\resolu93.12

Appendix B

1994 Unified Work Plan Adopting Resolution on South/North AA Work Elements

Certified A True Copy of the Original
Juliette Allis
Clerk of the Council

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING THE FY 1994 UNIFIED WORK PROGRAM (UWP)	RESOLUTION NO. 93-1769 Introduced by Councilor Van Bergen

WHEREAS, The Unified Work Program describes all federally-funded transportation planning activities for the Portland-Vancouver metropolitan area to be conducted in FY 1994; and

WHEREAS, The FY 1994 Unified Work Program indicates federal funding sources for transportation planning activities carried out by the Metropolitan Service District, Regional Transportation Council, Oregon Department of Transportation, Tri-Met and the local jurisdictions; and

WHEREAS, Approval of the FY 1994 Unified Work Program is required to receive federal transportation planning funds; and

WHEREAS, The FY 1994 Unified Work Program is consistent with the proposed Metro budget submitted to the Tax Supervisory and Conservation Commission; now, therefore,

BE IT RESOLVED,

That the Metro Council hereby declares:

1. That the FY 1994 Unified Work Program is approved.

2. That Regional FAU funds toward Technical Assistance to jurisdictions outside the City of Portland are authorized in the amount of $50,000.

3. That it is recognized that full funding for this work program has not been secured which could result in amendment, reduction or elimination of some work elements or funding through

alternate sources. These changes will be reviewed by TPAC, JPACT and the Metro Council.

4. That the FY 1993 Unified Work Program is consistent with the continuing, cooperative and comprehensive planning process and is given positive Intergovernmental Project Review action.

5. That Metro's Executive Officer is authorized to apply for, accept and execute grants and agreements specified in the Unified Work Program.

ADOPTED by the Metro Council this 25th day of March, 1993.

Judy Wyers, Presiding Officer

KT:lmk
2-18-93
93-1769.RES

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 93-1769 FOR THE PURPOSE OF APPROVING THE FY 1994 UNIFIED WORK PROGRAM (UWP) AND RESOLUTION NO. 93-1770 CERTIFYING THAT THE PORTLAND METROPOLITAN AREA IS IN COMPLIANCE WITH FEDERAL TRANSPORTATION PLANNING REQUIREMENTS

Date: February 18, 1993 Presented by: Andrew Cotugno

PROPOSED ACTION

This resolution would: 1) approve the Unified Work Program (UWP) containing the transportation planning work program for FY 1994; 2) authorize the submittal of grant applications to the appropriate funding agencies; and 3) certify that the Portland metropolitan area is in compliance with federal transportation planning requirements.

TPAC has reviewed the FY 94 Unified Work Program and recommends approval of Resolutions 93-1769 and 93-1770.

FACTUAL BACKGROUND AND ANALYSIS

The FY 1994 UWP describes the transportation planning activities to be carried out in the Portland-Vancouver metropolitan region during the fiscal year beginning July 1, 1993. Included in the document are federally-funded studies to be conducted by Metro, Regional Transportation Council (RTC), Tri-Met, the Oregon Department of Transportation (ODOT), the City of Portland, and local jurisdictions. Major commitments continue to the Clean Air Act, Demand Management, Urban Growth Management, the Westside Corridor project and Hillsboro FEIS, the I-205/Milwaukie Pre-Alternatives Analysis, the I-5/Vancouver Pre-Alternatives Analysis, and High Capacity Transit studies. Also of major priority are the Southeast Corridor Study, the response to Rule 12, and the Intermodal Surface Transportation Efficiency Act (ISTEA) and the Travel-Forecasting Surveys and Research.

In the past, regional Interstate Transfer or FAU funds have been allocated towards work elements in the UWP. This practice is continued with an allocation from the region's Surface Transportation Program, the replacement for FAU.

Federal transportation agencies (FTA/FHWA) require a self-certification that our planning process is in compliance with certain federal requirements as a prerequisite to receiving federal funds. The self-certification documents that we have met those requirements and is considered yearly at the time of UWP approval.

The UWP matches the projects and studies reflected in the proposed

Metro budget to be submitted to the Tax Supervisory and Conservation Commission.

Approval will mean that grants can be submitted and contracts executed so work can commence on July 1, 1993 in accordance with established Metro priorities.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolutions 93-1769 and 93-1770.

ACC:KT:lmk
3-1-93
93-1769/70.RES

PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 93-1769, APPROVING THE FY 94 UNIFIED WORK PROGRAM

Date: March 24, 1993 Presented by: Councilor Moore

Committee Recommendation: At the March 23 meeting, the Planning Committee voted unanimously to recommend Council adoption of Resolution No. 93-1769. Voting in favor: Councilors Van Bergen, Kvistad, Devlin, Gates, Monroe, and Moore.

Committee Issues/Discussion: Andy Cotugno, Planning Director, presented the staff report. He explained that timing for adoption of this resolution. which approves the FY 1994 Unified Work Program (UWP), was unfortunate because it must occur prior to adoption of the Metro FY 1993-94 budget. This is necessary because of federal deadlines for funding applications. The usual practice is to adopt the UWP and then make a series of amendments as various policy decisions are made.

Councilor Moore asked if specific road construction projects were included in the UWP. Mr. Cotugno explained the UWP addressed planning of such projects.

Councilor Kvistad asked about the impact of the Clinton administration on ISTEA funding allocations. Mr. Cotugno explained the Clinton administration was proposing an Economic Stimulus package. He noted if it passes, it would have a favorable impact on funding. Current levels of ISTEA funding are at 80%. If the Economic Stimulus package passes, the funding could be as high as 100%.

I-5 PORTLAND/VANCOUVER AA (NORTH)

PROGRAM DESCRIPTION

The purpose of the North Corridor Alternatives Analysis (AA) program is to select a locally preferred alternative (LPA) for the North Priority Corridor selected from promising mode and alignment alternatives. If the LPA for the North Corridor is a build alternative, it will advance into PE/FEIS, Final Design and Construction. The AA phase will identify the significant environmental impacts, costs and effectiveness and the financial feasibility of the alternatives. It will provide the public and decision-makers the information necessary to make the LPA choice.

The initiation of AA in the Corridor is dependent upon completion of the North Corridor Pre-AA and the Regional HCT financial analysis. These studies will help determine whether it is possible to proceed with a North and South Corridor AA process simultaneously.

The North Corridor AA program is the next step in the High Capacity Transit Planning process, following the North Corridor Pre-AA and potentially leading to the eventual Preliminary Engineering, Final Design and Construction of the Locally Preferred Alternative.

The goal of the North Corridor is to select a Locally Preferred Alternative by December 1995, and if the LPA is a build alternative, to advance the corridor's LPA into PE.

RELATION TO PREVIOUS WORK

Work Program Prior to FY 93-94

The North Corridor Pre-AA work program will serve as the basis for the AA process so work has not been initiated.

The focus of the North Corridor AA within FY 92-93 is to secure funding sources and regional agreement on the conceptual work plan for the program.

OBJECTIVES

Work Program for FY 93-94

The focus of the North Corridor AA during FY 93-94 will be to initiate the AA/DEIS process in the North Priority Corridor.

The first step will include: 1) finalizing management and financing mechanisms, 2) conduct the scoping meeting(s), 3) prepare and refine the conceptual definition of alternative, 4) initiate the preparation of study methodologies, 5) initiate the

preparation of the travel demand forecasting model, network and zone structure, 6) prepare the corridor problem statement, and 7) initiate the documentation of existing environmental conditions in areas of the corridor likely to be impacted by the alternatives.

Major Products: 1) Management tools such as IGAs, professional services contracts, schedule and reporting mechanisms, 2) Conceptual Definition of Alternatives Report, 3) Problem Statement, and 4) Existing conditions elements of the Social, Environmental and Economic Methodology Report.

EXPENDITURE		REVENUES	
Personal Services: (FTE 4.995)	$ 287,258	To Be Determined:	$1,232,000
		To Be Determined:	$ 308,000
Materials & Svcs.:	$ 1,118,050	**TOTAL:**	**$1,540,000**
Computer (M&S):	$ 12,156		
Capital Outlay:	$ 0		
Transfers:	$ 75,564		
Contingency:	$ 46,972		
TOTAL	**$1,540,000***		

* This budget is for the first six months of a 24 month program, expected to cost approximately $4-5 million over the life of the program.

I-205/MILWAUKIE AA (SOUTH)

PROGRAM DESCRIPTION

The purpose of the South Corridor Alternatives Analysis (AA) program is to select a locally preferred alternative (LPA) from a handful of promising mode and alignment alternatives. The South Corridor will be the Region's next Federal AA. If the LPA for the South Corridor is a build alternative then it will advance into PE/FEIS, Final Design and Construction. The AA phase will identify the significant environmental impacts, the costs and effectiveness and the financial feasibility of the alternatives providing the public and decision-makers with the information necessary to make the LPA choice.

Preparing the South Priority Corridor as the region's next corridor to advance into AA was established as a regional priority and policy through Metro and IRC Joint Resolution.

The South Corridor AA program is the next step in the High Capacity Transit Planning process, following the South Corridor Pre-AA and leading to the eventual Preliminary Engineering, Final Design and Construction of the Locally Preferred Alternative.

The goal of the South Corridor is to select a Locally Preferred Alternative by December 1995, and if the LPA is a build alternative, to advance the corridor's LPA into PE.

RELATION TO PREVIOUS WORK

Work Program Prior to FY 93-94

The focus of the South Corridor AA within FY 92-93 is to initiate work to secure funding sources and regional agreement on the conceptual work plan for the program.

The South Corridor AA is dependent upon the completion of the South Corridor Pre-AA, so work will not be initiated in FY 92-93.

OBJECTIVES

Work Program for FY 93-94

The focus of the South Corridor AA during FY 93-94 will be to initiate the AA/DEIS process in the South Priority Corridor. The first steps will include: 1) finalizing management and financing mechanisms, 2) conduct the scoping meeting(s), 2) prepare and refine the conceptual definition of alternatives, 3) initiate the preparation of study methodologies, 4) initiate the preparation of the travel demand forecasting model, network and zone structure, 5) prepare the corridor problem statement, and 6) initiate the documentation of existing environmental conditions

in areas of the corridor likely to be impacted by the alternatives.

Major Products: 1) Management tools such as IGAs, professional services contracts, schedule and reporting mechanisms, 2) Conceptual Definition of Alternatives Report, 3) Problem Statement, and 4) Existing conditions elements of the Social, Environmental and Economic Methodology Report.

EXPENDITURE		REVENUES	
Personal Services: (FTE 5.075)	$ 286,040	To Be Determined:	$1,252,000
Materials & Svcs.:	$ 1,117,850	To Be Determined:	$ 281,700
Computer (M&S):	$ 12,156	**TOTAL:**	**$1,564,500**
Capital Outlay:	$ 0		
Transfers:	$ 89,070		
Contingency:	$ 59,882		
TOTAL	**$1,564,500***		

* This budget is for the first six months of a 24 month program, expected to cost approximately $4-5 million over the life of the program.

Multnomah County

Exibit B
Agency Expenditure Budget

Work Element/Task	Pre-AA IGA 7/1/93-12/31/93	This IGA 1/1/94 3/31/96	Total S/N AA 7/1/93-3/31/96
Non Priority Corridor			
Tier I			
Management	$636	$636	$1,272
Public Involvement			
Description of Alternatives	$2,202	$5,506	$7,708
S.E.E. Analysis		$1,500	$1,500
Transportation Analysis		$500	$500
Financial Analysis		$500	$500
Evaluation		$1,920	$1,920
Tier I Total	$2,838	$10,562	$13,400
Tier II			
Management		$4,277	$4,277
Public Involvement		$3,200	$3,200
Description of Alternatives		$6,097	$6,097
S.E.E. Analysis		$5,254	$5,254
Transportation Analysis		$1,949	$1,949
Financial Analysis		$968	$968
Evaluation		$851	$851
Tier II Total		$22,596	$22,596
Total	$2,838	$33,158	$35,996

EXHIBIT C

FEDERAL REQUIREMENTS

1. Disadvantaged Business Enterprises (DBE)

The DBE goal for this contract is twelve percent (12%). Pursuant to 49 CFR 23.43(a), the following provisions are made a part of this contract:

A. Policy. It is policy of the U.S. Department of Transportation (DOT) and Metro that DBE's as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.

B. DBE Obligation. Contractor agrees to ensure that DBE's as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

C: Contractor's failure to carry out the requirements set forth herein shall constitute a breach of contract, and may result in termination of the contract by Metro or such other remedy as Metro deems appropriate.

2. Equal Employment Opportunity

In connection with the execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontract for standard commercial supplies or raw materials.

(1) Withholding of payments to Contractor under the contract until Contractor complies, and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: Contractor shall include the provisions of subparagraphs a through e of this Paragraph in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as Metro or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request Metro to enter into such litigation to protect the interests of Metro, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Cargo Preference

Contractor agrees:

A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subparagraph A of this Paragraph to Metro (through Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20550, marked with appropriate identification of the Project.

C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

10. Maintenance and Inspection of Records

A. Contractor shall maintain comprehensive records and documentation relating to this contract, and shall permit the authorized representatives of Metro, the U.S. Comptroller General, or the U.S. Department of Transportation to inspect and audit all records and documentation for a period of three (3) years after Metro has made final payment to Contractor.

B. Contractor shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that Metro, the U.S. Comptroller General or the U.S. Department of Transportation shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such sub-contractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $10,000.00, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The period of access and examination for records that relate to (1) litigation of the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until such litigation, claims or expectations have been disposed of.

11. Lobbying Prohibition/Certifications/Disclosures

This contract is subject to Section 319, Public Law 101-121 (31 U.S.C. 1352) and regulations promulgated thereto by the Office of Management and Budget, pursuant to which Metro may not expend funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. By signing this contract, Contractor agrees to comply with these laws and regulations.

A. Definitions. As used in this clause,

"Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organizations or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional or interstate entity having governmental duties and powers.

B. Prohibition.

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with any of the following covered

informed decision about initiation of a covered Federal action;

(2.) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

(3.) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by paragraph B(2)(i) of this section are allowable under paragraph B(2)(i).

(ii) Professional and technical services by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(b) For purposes of paragraph B(2)(ii)(a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their

submission or negotiation of any bid, proposal or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(b) For purposes of paragraph B(2)(iv)(a) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not all allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Persons other than officers or employees of a person

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C(1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement.

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties.

(1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subjected to a civil penalty of not less that $10,000 and not more than $100,000 for each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability.

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

s:\pd\forms\regs
08/30/93

MEETING DATE JUN 1 6 1994

AGENDA NUMBER R-4

AGENDA PLACEMENT FORM

SUBJECT: **Resolution Adopting the 1994-95 Dunthorpe Riverdale Sanitary Service District No. 1 Budget**

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: **June 16, 1994**

Amount of Time Needed: **5 minutes**

DEPARTMENT: **Nondepartmental** *DIVISION* Planning & Budget/ Transportation

CONTACT: **Dave Warren/ John Dorst** *TELEPHONE :* **248-3822/248-3599**

BLDG/ROOM: 106/1400

PERSON(S) MAKING PRESENTATION: **John Dorst**

ACTION REQUESTED

[ ] INFORMATIONAL ONLY [ ]POLICY DIRECTION [X]APPROVAL [ ]OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Board will meet to review, amend, and adopt the 1994-95 Dunthorpe Riverdale Sanitary Service District No. 1 Budget

6/17/94 true copy and copies to Dave Warren, copy to John Dorst

Attached to the resolution are:

1. **Listing of appropriations. The resolution refers to this as Attachment A**

1994 JUN -7 PM 4:42
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

MULTNOMAH COUNTY, OREGON

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

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Keri Hardwick, Budget Analyst

TODAY'S DATE: June 7, 1994

REQUESTED PLACEMENT DATE: June 16, 1994

SUBJECT: Adopting the 1994-95 Budget for the Dunthorpe Riverdale Sanitary Service District No. 1

I. Recommendation / Action Requested:

Adopt the Budget.

II. Background / Analysis:

The Board of County Commissioners must adopt a Budget for each service district.

III. Financial Impact:

Failure to adopt a budget will mean the fees can not be collected or spent in FY 94-95 in each service district.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: N/A

VII. Citizen Participation:

Citizens were invited to testify at the public budget hearings.

VIII. Other Government Participation: N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of the adoption of the	)	
(1994-95 Budget for Dunthorpe Riverdale Sanitary	)	
(Service District No. 1, for the Fiscal Year July 1, 1994	)	RESOLUTION
(to June 30,1995 and making the appropriations	)	
(thereunder, pursuant to ORS 294.435	)	

WHEREAS the above entitled matter is before the Board to consider the adoption of the budget for Dunthorpe Riverdale Sanitary Service District No. 1 for the fiscal year July 1, 1994 to June 30, 1995; and

WHEREAS the Dunthorpe Riverdale Sanitary Service District No. 1 budget as prepared by the duly appointed Budget Officer has been considered and approved by the Board; a public hearing has been held before the Multnomah County Tax Supervising and Conservation Commission on the 9th day of June 1994, and said budget has been duly certified by the said Tax Supervising and Conservation Commission with recommendations; and

WHEREAS said budget as certified is on file in the Budget Office of Multnomah County and the appropriations authorized therein are attached to this resolution as Attachment A; and

NOW THEREFORE BE IT RESOLVED that the budget, including Attachment A is hereby adopted as the budget of Dunthorpe Riverdale Sanitary Service District No. 1, and the attached appropriations are authorized for the fiscal year July 1, 1994 to June 30, 1995.

ADOPTED this 16th day of June 1994.

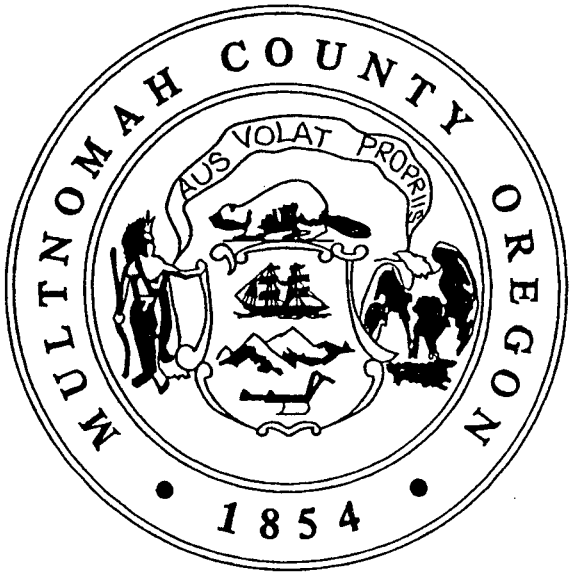
Board of County Commissioners
Multnomah County, Oregon

By_____
Beverly Stein, Chair

REVIEWED:

_____
Laurence Kressel, County Counsel
of Multnomah County, Oregon

Multnomah County



Service District Budgets Fiscal Year 94-95

Adopted June16,1994

EXPENDITURE SUMMARY

BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

FORM LB-30 | General (Name of Organizational Unit - Fund) | Mid-County Service District #14 (Name of Municipal Corporation)

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year: 1994 - '95			
	Actual		Adopted Budget					
	Second Preceding Year: '91 - '92	First Preceding Year: '92 - '93	This Year '93 - '94		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
				PERSONAL SERVICES				
1.				1.				1.
2.				2.				2.
3.				3.				3.
4.				4.				4.
5.				5.				5.
6.				6.				6.
7.				7. TOTAL PERSONAL SERVICES				7.
8.	24,000	9,760	12,000	8. MULTCO General Fund Services	13,000	13,000	13,000	8.
9.	1,825	1,881	6,500	9. MULTCO Road Fund Services	7,000	7,000	7,000	9.
10.	396,966	360,242	400,000	10. Utilities	350,000	350,000	350,000	10.
11.	3,198	3,515	10,000	11. Miscellaneous	10,000	10,000	10,000	11.
12.				12.				12.
13.				13.				13.
14.	$425,989	$375,398	$428,500	14. TOTAL MATERIAL AND SERVICES	$380,000	$380,000	$380,000	14.
15.	115,885	16,173	100,000	15. Equipment	100,000	100,000	100,000	15.
16.				16.				16.
17.				17.				17.
18.				18.				18.
19.				19.				19.
20.				20.				20.
21.	$115,885	$16,173	$100,000	21. TOTAL CAPITAL OUTLAY	$100,000	$100,000	$100,000	21.
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.			25,000	25. General Operating Contingency	25,000	25,000	25,000	25.
26.	- 0 -	- 0 -	25,000	26. TOTAL TRANSFERS & CONTINGENCIES	25,000	25,000	25,000	26.
27.	541,874	391,571	553,500	27. TOTAL EXPENDITURES	505,000	505,000	505,000	27.
28.	549,375	595,195	232,500	28. UNAPPROPRIATED ENDING FUND BALANCE	210,000	210,000	210,000	28.
29.	$1,091,249	$986,766	$786,000	29. TOTAL	$715,000	$715,000	$715,000	29.

RESOURCES

FORM LB-20 | General (Name of Organizational Unit - Fund) | Mid-County Service District #14 (Name of Municipal Corporation)

	HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1994 - '95			
	Actual		Adopted Budget					
	Second Preceding Year: '91 - '92	First Preceding Year: '92 - '93	This Year '93 - '94		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
				PERSONAL SERVICES				
1.				1. *Available Cash on Hand (Cash Basis), or				1.
2.	531,483	549,375	350,000	2. *Net Working Capital (Accrual Basis)	350,000	350,000	350,000	2.
3.	40,182	30,793	35,000	3. Previously Levied Taxes Estimated to be Received	22,000	22,000	22,000	3.
4.	27,562	24,773	20,000	4. Interest	17,000	17,000	17,000	4.
5.				5. OTHER RESOURCES				5.
6.	483,913	380,985	380,000	6. Assessments	325,000	325,000	325,000	6.
7.	8,109	840	1,000	7. Sundry	1,000	1,000	1,000	7.
8.				8.				8.
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22.				22.				22.
23.				23.				23.
24.				24.				24.
25.				25.				25.
26.				26.				26.
27.				27.				27.
28.				28.				28.
29.	1,091,249	986,766	786,000	29. Total Resources, Except Taxes to be Levied	715,000	715,000	715,000	29.
30.				30. Taxes Necessary to Balance Budget				30.
31.	0	0		31. Taxes Collected in Year Levied				31.
32.	$1,091,249	$986,766	$786,000	32. TOTAL RESOURCES	$715,000	$715,000	$715,000	32.

150-504-020 (MULTCO Rev. 2-94)

*Includes Unappropriated Balance budget last year.

BUDGET MESSAGE

MID COUNTY SERVICE DISTRICT NO. 14

This county service district (originally known as Tulip Acres Lighting District when formed in 1967), now includes virtually all the unincorporated urban area of Multnomah County, as well as the cities of Fairview, Maywood Park and Troutdale.

At this time, district growth is being outstripped by annexations to Portland and Gresham, which constitute automatic withdrawals from the district. Excellent working relationships between the effected agencies assure an orderly transition process.

Although the district continues to add lights as requested by its residents, its overall budget is diminishing because of the annexation to cities.

The district has been able to operate at the reduced rate of $35 per home per year and projects next year to continue this rate.

0078j

EXPENDITURE SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

FORM LB-30 | General (Name of Organizational Unit - Fund) | Dunthorpe Riverdale Service Dist. #1 (Name of Municipal Corporation)

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year: 1994 - '95			
	Actual		Adopted Budget					
	Second Preceding Year: '91 - '92	First Preceding Year: '92 - '93	This Year '93 - '94		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
				PERSONAL SERVICES				
1.				1				1
2.				2				2
3.				3				3
4.				4				4
5.				5				5
6.				6				6
7.				7 TOTAL PERSONAL SERVICES				7
				MATERIALS AND SERVICES				
8.				8 Multnomah County Charges:				8
9.	8,000	2,649	4,000	9 General Fund Service Reimbursement	4,600	4,600	4,600	9
10.	1,802	1,347	3,000	10 Road Fund Service Reimbursement	3,000	3,000	3,000	10
11.	86,200	91,504	125,000	11 City of Portland Charges	130,000	130,000	130,000	11
12.	165	271	500	12 Utilities	500	500	500	12
13.	3,675	3,883	3,500	13 Miscellaneous	3,500	3,500	3,500	13
14.	$99,842	$99,654	$136,000	14 TOTAL MATERIAL AND SERVICES	$141,600	$141,600	$141,600	14
				CAPITAL OUTLAY				
15.				15				15
16.				16				16
17.				17				17
18.				18				18
19.				19				19
20.				20				20
21.				21 TOTAL CAPITAL OUTLAY				21
				TRANSFERRED TO OTHER FUNDS				
22.				22				22
23.				23				23
24.				24				24
25.			20,000	25 General Operating Contingency	20,000	20,000	20,000	25
26.	- 0 -	- 0 -	20,000	26 TOTAL TRANSFERS & CONTINGENCIES	20,000	20,000	20,000	26
27.	99,842	99,654	156,000	27 TOTAL EXPENDITURES	161,600	161,600	161,600	27
28.	400,567	448,753	454,000	28 UNAPPROPRIATED ENDING FUND BALANCE	458,400	458,400	458,400	28
29.	$500,409	$548,407	$610,000	29 TOTAL	$620,000	$620,000	$620,000	29

RESOURCES

FORM LB-20 | General (Name of Organizational Unit - Fund) | Dunthorpe Riverdale Service Dist. #1 (Name of Municipal Corporation)

	HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1994 - '95			
	Actual		Adopted Budget					
	Second Preceding Year: '91 - '92	First Preceding Year: '92 - '93	This Year '93 - '94		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
				PERSONAL SERVICES				
1.				1. *Available Cash on Hand (Cash Basis), or				1.
2.	364,318	400,557	450,000	2. *Net Working Capital (Accrual Basis)	475,000	475,000	475,000	2.
3.				3. Previously Levied Taxes Estimated to be Received				3.
4.	21,552	17,538	25,000	4. Interest	15,000	15,000	15,000	4.
5.				5. OTHER RESOURCES				5.
6.	0	15,000	10,000	6. Connection Fees	10,000	10,000	10,000	6.
7.	114,529	115,312	125,000	7. Sewer Users Service Charge	120,000	120,000	120,000	7.
8.				8.				8.
9.				9.				9.
10.				10.				10.
11.				11.				11.
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21.				21.				21.
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.				25.				25.
26.				26.				26.
27.				27.				27.
28.				28.				28.
29.	500,399	548,407	610,000	29. Total Resources, Except Taxes to be Levied	620,000	620,000	620,000	29.
30.				30. Taxes Necessary to Balance Budget				30.
31.	0	0		31. Taxes Collected in Year Levied				31.
32.	$500,399	$548,407	$610,000	32. TOTAL RESOURCES	$620,000	$620,000	$620,000	32.

*Includes Unappropriated Balance budget last year

BUDGET MESSAGE

DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1

This district was formed in the middle 1960's and by 1970 had removed a significant source of pollution from the Willamette River. Its 554 clients are mainly located in unincorporated Multnomah County with a few clients in northern Clackamas County and the City of Portland.

The district's lines are maintained by the City of Portland and its sewage flow is treated at Portland's Tryon Creek Treatment Plant, which is located in Lake Oswego.

The present service charge is $18.50 per month.

In accordance with the stated position of the district's governing body, the unappropriated balance is intended to fund the depreciation of the district's facilities.

0078j

SUMMARY OF REQUIREMENTS

DESCRIPTION	ACTUAL 91-92	ACTUAL 92-93	BUDGET 93-94	PROPOSED 94-95
Sewer Service District No. 1 DUNTHORPE RIVERDALE	500,399	595,000	610,000	620,000
Street Lighting Svc. Dist. No. 14 MID COUNTY	1,091,249	986,766	786,000	715,000
TOTAL	1,591,648	1,591,000	1,396,000	1,335,000

REIMBURSEMENTS TO COUNTY
1994-95 CHARGES BY MULTNOMAH COUNTY TO SERVICE DISTRICTS

SERVICE DISTRICT	ROAD FUND	GENERAL FUND	TOTAL
Dunthorpe Riverdale	3,000	4,600	7,600
Mid County	7,000	13,000	19,500
TOTAL	10,000	17,600	27,100

0078j

INTRODUCTION

Multnomah County Service Districts have been created under the provisions of the Oregon Revised Statutes, Chapter 451, to provide construction and operation of sanitary sewer systems and to provide street lighting in particular areas of the County. The Multnomah County Board of Commissioners serves as the Governing Body of each Service District. The Budget Committee for each Service District consists of the members of the Governing Body and residents of the Service District appointed by the Governing Body for terms of three years.

The annual budget for each Service District is prepared under the direction of a Budget Officer designated by the Governing Body. The Budget Committee reviews the annual budget and approves it, either as submitted by the Budget Officer or with revisions requested by the Budget Committee.

This fulfills the requirements of Local Budget Law (ORS 294), which provides specific methods for obtaining public views and enable the public to be informed about financial policies and administration of the districts.

EXPLANATION OF THE BUDGET DOCUMENT

This document consists of a detailed display of the Resources and Requirements of each of the two Service Districts in Multnomah County.

Preceding the financial information for each Service District is a brief Budget Message which discusses special items pertaining to the individual Service District, including any major changes in either Resources or Requirements.

SERVICE DISTRICT FINANCIAL POLICIES

Management of all Service Districts is conducted by the Multnomah County Department of Environmental Services. Each Service District is, however, a separate and independent financial entity. To this end, all expenses incurred by a Service District, including contractual engineering support and management by Multnomah County Department of Environmental Services and Finance Division, are met with revenue from sewer user charges and connection fees and/or assessments to real property within the street lighting or sewer Service District.

Under the Accrual Basis of accounting, all revenues are recorded at the time they are earned and expenditures are recorded at the time liabilities are incurred. Budgets and comparative historical cost summaries are prepared utilizing these bases. This practice conforms to Oregon Budget Law.

For financial statement purposes, each Service District is treated as an Enterprise Fund and accounted for on the accrual basis of accounting. This practice conforms to generally accepted accounting principles (GAAP).

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SUMMARY OF REQUIREMENTS - All Districts	3
DUNTHORPE RIVERDALE SANITARY SERVICE DISTRICT NO. 1	
Budget Message	4
General Fund	5-6
MID COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14	
Budget Message	7
General Fund	8-9

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of the adoption of the	)	
(1994-95 Budget for Dunthorpe Riverdale Sanitary	)	
(Service District No. 1, for the Fiscal Year July 1, 1994	)	RESOLUTION
(to June 30,1995 and making the appropriations	)	94-116
(thereunder, pursuant to ORS 294.435	)	

WHEREAS the above entitled matter is before the Board to consider the adoption of the budget for Dunthorpe Riverdale Sanitary Service District No. 1 for the fiscal year July 1, 1994 to June 30, 1995; and

WHEREAS the Dunthorpe Riverdale Sanitary Service District No. 1 budget as prepared by the duly appointed Budget Officer has been considered and approved by the Board; a public hearing has been held before the Multnomah County Tax Supervising and Conservation Commission on the 14th day of June 1994, and said budget has been duly certified by the said Tax Supervising and Conservation Commission with recommendations; and

WHEREAS said budget as certified is on file in the Budget Office of Multnomah County and the appropriations authorized therein are attached to this resolution as Attachment A; and

NOW THEREFORE BE IT RESOLVED that the budget, including Attachment A is hereby adopted as the budget of Dunthorpe Riverdale Sanitary Service District No. 1, and the attached appropriations are authorized for the fiscal year July 1, 1994 to June 30, 1995.

ADOPTED this 16th day of June 1994.

Board of County Commissioners
Multnomah County, Oregon

By _____
Beverly Stein, Chair

REVIEWED:

_____
for Laurence Kressel, County Counsel
of Multnomah County, Oregon

Resolution Adopting Budgets 1994-95

ATTACHMENT A

Dunthorpe Riverdale Sanitary Service District No. 1

Personal Services	$	0
Materials & Services		141,600
Capital Outlay		0
Total	$	141,600
Contingency	$	20,000
Unappropriated Ending Balance	$	458,400

TAX SUPERVISING & CONSERVATION COMMISSION

MULTNOMAH COUNTY, OREGON

724 Mead Building 421 S.W. Fifth Avenue

Portland, Oregon 97204-2189 (503) 248-3054 FAX 248-3053

BOARD OF COUNTY COMMISSIONERS
1994 JUN 23 AM 11: 22
MULTNOMAH COUNTY
OREGON

June 17, 1994

Board of Directors
County Service District No. 1 - Dunthorpe-Riverdale
1510 Portland Building
Portland, Oregon 97204

Dear Board Members:

The Tax Supervising and Conservation Commission met on June 14, 1994 to review, discuss and conduct a public hearing on the Dunthorpe-Riverdale County Service District 1994-95 Annual Budget. This hearing was conducted pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of the district.

The 1994-95 budget, filed May 10, 1994, is hereby certified without recommendation or objection. Estimates were judged to be reasonable for the purpose shown and the document was found to be in substantial compliance with the law.

Budget estimates and levy amounts certified are as follows:

Budget Estimates:		
General Fund		$ 620,000
Unappropriated Balance	$ (458,400)	

Please file a copy of the adopted budget and supporting documentation with the Commission within 15 days of adoption. This filing should also include a copy of each LB-form, LB-50, proof of publications and the adopting resolution.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION

Lianne Thompson

Lianne Thompson, Chair

Robert Brunmeier (p)

Robert Brunmeier, Commissioner

Clarence Parker, Commissioner

MEETING DATE JUN 16 1994

AGENDA NUMBER R-5

AGENDA PLACEMENT FORM

SUBJECT: **Resolution Adopting the 1994-95 Mid County Street Lighting Service District No. 14 Budget**

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: **June 16, 1994**

Amount of Time Needed: **5 minutes**

DEPARTMENT: **Nondepartmental** DIVISION Planning & Budget/ Transportation

CONTACT: **Dave Warren/ John Dorst** TELEPHONE : **248-3822/248-3599**

BLDG/ROOM: 106/1400

PERSON(S) MAKING PRESENTATION: **John Dorst**

ACTION REQUESTED

[ ] INFORMATIONAL ONLY [ ]POLICY DIRECTION [X]APPROVAL [ ]OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Board will meet to review, amend, and adopt the 1994-95 Mid County Street Lighting Service District No. 14 Budget

6/17/94 true copy and copies to Dave Warren, copy to John Dorst

Attached to the resolution are:

1. **Listing of appropriations. The resolution refers to this as Attachment A**

1994 JUN -7 PM 4:42
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

MULTNOMAH COUNTY, OREGON

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

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Keri Hardwick, Budget Analyst

TODAY'S DATE: June 7, 1994

REQUESTED PLACEMENT DATE: June 16, 1994

SUBJECT: Adopting the 1994-95 Budget for the Mid County Street Lighting Service District No. 14

I. Recommendation / Action Requested:

Adopt the Budget.

II. Background / Analysis:

The Board of County Commissioners must adopt a Budget for each service district.

III. Financial Impact:

Failure to adopt a budget will mean the fees can not be collected or spent in FY 94-95 in each service district.

IV. Legal Issues: None.

V. Controversial Issues: None.

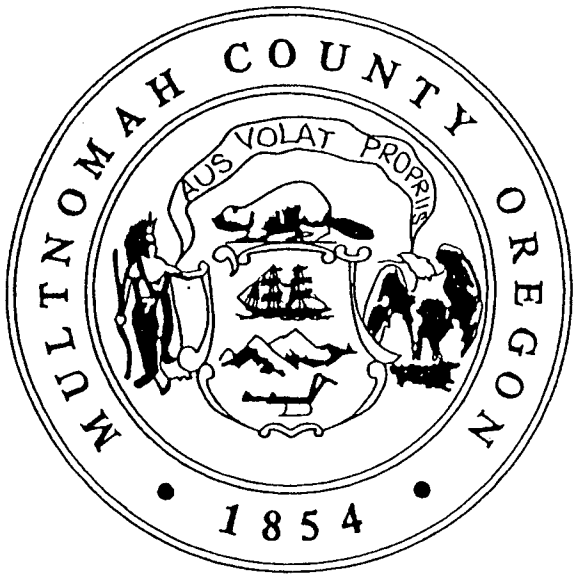
VI. Link to Current County Policies: N/A

VII. Citizen Participation:

Citizens were invited to testify at the public budget hearings.

VIII. Other Government Participation: N/A

Multnomah County



Service District Budgets Fiscal Year 94-95

Adopted June16,1994

EXPENDITURE SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

FORM LB-30

General
Name of Organizational Unit - Fund

Mid-County Service District #14
Name of Municipal Corporation

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year: 1994 - '95			
	Actual		Adopted Budget					
	Second Preceding Year: '91 - '92	First Preceding Year: '92 - '93	This Year '93 - '94		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
				PERSONAL SERVICES				
1.				1.				1.
2.				2.				2.
3.				3.				3.
4.				4.				4.
5.				5.				5.
6.				6.				6.
7.				7. TOTAL PERSONAL SERVICES				7.
8.	24,000	9,760	12,000	8. MULTCO General Fund Services	13,000	13,000	13,000	8.
9.	1,825	1,881	6,500	9. MULTCO Road Fund Services	7,000	7,000	7,000	9.
10.	396,966	360,242	400,000	10. Utilities	350,000	350,000	350,000	10.
11.	3,198	3,515	10,000	11. Miscellaneous	10,000	10,000	10,000	11.
12.				12.				12.
13.				13.				13.
14.	$425,989	$375,398	$428,500	14. TOTAL MATERIAL AND SERVICES	$380,000	$380,000	$380,000	14.
15.	115,885	16,173	100,000	15. Equipment	100,000	100,000	100,000	15.
16.				16.				16.
17.				17.				17.
18.				18.				18.
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20.				20.				20.
21.	$115,885	$16,173	$100,000	21. TOTAL CAPITAL OUTLAY	$100,000	$100,000	$100,000	21.
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.			25,000	25. General Operating Contingency	25,000	25,000	25,000	25.
26.	- 0 -	- 0 -	25,000	26. TOTAL TRANSFERS & CONTINGENCIES	25,000	25,000	25,000	26.
27.	541,874	391,571	553,500	27. TOTAL EXPENDITURES	505,000	505,000	505,000	27.
28.	549,375	595,195	232,500	28. UNAPPROPRIATED ENDING FUND BALANCE	210,000	210,000	210,000	28.
29.	$1,091,249	$986,766	$786,000	29. TOTAL	$715,000	$715,000	$715,000	29.

RESOURCES

FORM LB-20 | General (Name of Organizational Unit - Fund) | Mid-County Service District #14 (Name of Municipal Corporation)

	HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1994 - '95			
	Actual		Adopted Budget					
	Second Preceding Year: '91 - '92	First Preceding Year: '92 - '93	This Year '93 - '94		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
				PERSONAL SERVICES				
1.				1. *Available Cash on Hand (Cash Basis), or				1.
2.	531,483	549,375	350,000	2. *Net Working Capital (Accrual Basis)	350,000	350,000	350,000	2.
3.	40,182	30,793	35,000	3. Previously Levied Taxes Estimated to be Received	22,000	22,000	22,000	3.
4.	27,562	24,773	20,000	4. Interest	17,000	17,000	17,000	4.
5.				5. OTHER RESOURCES				5.
6.	483,913	380,985	380,000	6. Assessments	325,000	325,000	325,000	6.
7.	8,109	840	1,000	7. Sundry	1,000	1,000	1,000	7.
8.				8.				8.
9.				9.				9.
10.				10.				10.
11.				11.				11.
12.				12.				12.
13.				13.				13.
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26.				26.				26.
27.				27.				27.
28.				28.				28.
29.	1,091,249	986,766	786,000	29. Total Resources, Except Taxes to be Levied	715,000	715,000	715,000	29.
30.				30. Taxes Necessary to Balance Budget				30.
31.	0	0		31. Taxes Collected in Year Levied				31.
32.	$1,091,249	$986,766	$786,000	32. TOTAL RESOURCES	$715,000	$715,000	$715,000	32.

150-504-020 (MULTCO Rev. 2-94)

*Includes Unappropriated Balance budget last year.

BUDGET MESSAGE

MID COUNTY SERVICE DISTRICT NO. 14

This county service district (originally known as Tulip Acres Lighting District when formed in 1967), now includes virtually all the unincorporated urban area of Multnomah County, as well as the cities of Fairview, Maywood Park and Troutdale.

At this time, district growth is being outstripped by annexations to Portland and Gresham, which constitute automatic withdrawals from the district. Excellent working relationships between the effected agencies assure an orderly transition process.

Although the district continues to add lights as requested by its residents, its overall budget is diminishing because of the annexation to cities.

The district has been able to operate at the reduced rate of $35 per home per year and projects next year to continue this rate.

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EXPENDITURE SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

FORM LB-30 | General (Name of Organizational Unit - Fund) | Dunthorpe Riverdale Service Dist. #1 (Name of Municipal Corporation)

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year: 1994 - '95			
	Actual		Adopted Budget					
	Second Preceding Year: '91 - '92	First Preceding Year: '92 - '93	This Year '93 - '94		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
				PERSONAL SERVICES				
1.				1				1
2.				2				2
3.				3				3
4.				4				4
5.				5				5
6.				6				6
7.				7 TOTAL PERSONAL SERVICES				7
				MATERIALS AND SERVICES				
8.				8 Multnomah County Charges:				8
9.	8,000	2,649	4,000	9 General Fund Service Reimbursement	4,600	4,600	4,600	9
10.	1,802	1,347	3,000	10 Road Fund Service Reimbursement	3,000	3,000	3,000	10
11.	86,200	91,504	125,000	11 City of Portland Charges	130,000	130,000	130,000	11
12.	165	271	500	12 Utilities	500	500	500	12
13.	3,675	3,883	3,500	13 Miscellaneous	3,500	3,500	3,500	13
14.	$99,842	$99,654	$136,000	14 TOTAL MATERIAL AND SERVICES	$141,600	$141,600	$141,600	14
				CAPITAL OUTLAY				
15.				15				15
16.				16				16
17.				17				17
18.				18				18
19.				19				19
20.				20				20
21.				21 TOTAL CAPITAL OUTLAY				21
				TRANSFERRED TO OTHER FUNDS				
22.				22				22
23.				23				23
24.				24				24
25.			20,000	25 General Operating Contingency	20,000	20,000	20,000	25
26.	- 0 -	- 0 -	20,000	26 TOTAL TRANSFERS & CONTINGENCIES	20,000	20,000	20,000	26
27.	99,842	99,654	156,000	27 TOTAL EXPENDITURES	161,600	161,600	161,600	27
28.	400,567	448,753	454,000	28 UNAPPROPRIATED ENDING FUND BALANCE	458,400	458,400	458,400	28
29.	$500,409	$548,407	$610,000	29 TOTAL	$620,000	$620,000	$620,000	29

RESOURCES

FORM LB-20 | General (Name of Organizational Unit - Fund) | Dunthorpe Riverdale Service Dist. #1 (Name of Municipal Corporation)

	HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1994 - '95			
	Actual		Adopted Budget					
	Second Preceding Year: '91 - '92	First Preceding Year: '92 - '93	This Year '93 - '94		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
				PERSONAL SERVICES				
1.				1. *Available Cash on Hand (Cash Basis), or				1.
2.	364,318	400,557	450,000	2. *Net Working Capital (Accrual Basis)	475,000	475,000	475,000	2.
3.				3. Previously Levied Taxes Estimated to be Received				3.
4.	21,552	17,538	25,000	4. Interest	15,000	15,000	15,000	4.
5.				5. OTHER RESOURCES				5.
6.	0	15,000	10,000	6. Connection Fees	10,000	10,000	10,000	6.
7.	114,529	115,312	125,000	7. Sewer Users Service Charge	120,000	120,000	120,000	7.
8.				8.				8.
9.				9.				9.
10.				10.				10.
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26.				26.				26.
27.				27.				27.
28.				28.				28.
29.	500,399	548,407	610,000	29. Total Resources, Except Taxes to be Levied	620,000	620,000	620,000	29.
30.				30. Taxes Necessary to Balance Budget				30.
31.	0	0		31. Taxes Collected in Year Levied				31.
32.	$500,399	$548,407	$610,000	32. TOTAL RESOURCES	$620,000	$620,000	$620,000	32.

150-504-020 (MULTCO Rev. 2-94)

*Includes Unappropriated Balance budget last year

BUDGET MESSAGE

DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1

This district was formed in the middle 1960's and by 1970 had removed a significant source of pollution from the Willamette River. Its 554 clients are mainly located in unincorporated Multnomah County with a few clients in northern Clackamas County and the City of Portland.

The district's lines are maintained by the City of Portland and its sewage flow is treated at Portland's Tryon Creek Treatment Plant, which is located in Lake Oswego.

The present service charge is $18.50 per month.

In accordance with the stated position of the district's governing body, the unappropriated balance is intended to fund the depreciation of the district's facilities.

0078j

SUMMARY OF REQUIREMENTS

DESCRIPTION	ACTUAL 91-92	ACTUAL 92-93	BUDGET 93-94	PROPOSED 94-95
Sewer Service District No. 1 DUNTHORPE RIVERDALE	500,399	595,000	610,000	620,000
Street Lighting Svc. Dist. No. 14 MID COUNTY	1,091,249	986,766	786,000	715,000
TOTAL	1,591,648	1,591,000	1,396,000	1,335,000

REIMBURSEMENTS TO COUNTY
1994-95 CHARGES BY MULTNOMAH COUNTY TO SERVICE DISTRICTS

SERVICE DISTRICT	ROAD FUND	GENERAL FUND	TOTAL
Dunthorpe Riverdale	3,000	4,600	7,600
Mid County	7,000	13,000	19,500
TOTAL	10,000	17,600	27,100

0078j

INTRODUCTION

Multnomah County Service Districts have been created under the provisions of the Oregon Revised Statutes, Chapter 451, to provide construction and operation of sanitary sewer systems and to provide street lighting in particular areas of the County. The Multnomah County Board of Commissioners serves as the Governing Body of each Service District. The Budget Committee for each Service District consists of the members of the Governing Body and residents of the Service District appointed by the Governing Body for terms of three years.

The annual budget for each Service District is prepared under the direction of a Budget Officer designated by the Governing Body. The Budget Committee reviews the annual budget and approves it, either as submitted by the Budget Officer or with revisions requested by the Budget Committee.

This fulfills the requirements of Local Budget Law (ORS 294), which provides specific methods for obtaining public views and enable the public to be informed about financial policies and administration of the districts.

EXPLANATION OF THE BUDGET DOCUMENT

This document consists of a detailed display of the Resources and Requirements of each of the two Service Districts in Multnomah County.

Preceding the financial information for each Service District is a brief Budget Message which discusses special items pertaining to the individual Service District, including any major changes in either Resources or Requirements.

SERVICE DISTRICT FINANCIAL POLICIES

Management of all Service Districts is conducted by the Multnomah County Department of Environmental Services. Each Service District is, however, a separate and independent financial entity. To this end, all expenses incurred by a Service District, including contractual engineering support and management by Multnomah County Department of Environmental Services and Finance Division, are met with revenue from sewer user charges and connection fees and/or assessments to real property within the street lighting or sewer Service District.

Under the Accrual Basis of accounting, all revenues are recorded at the time they are earned and expenditures are recorded at the time liabilities are incurred. Budgets and comparative historical cost summaries are prepared utilizing these bases. This practice conforms to Oregon Budget Law.

For financial statement purposes, each Service District is treated as an Enterprise Fund and accounted for on the accrual basis of accounting. This practice conforms to generally accepted accounting principles (GAAP).

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MID COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14	
Budget Message	7
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BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of the adoption of the	)	
(1994-95 Budget for Mid County Street Lighting,	)	
(Service District No. 14, for the Fiscal Year July 1, 1994	)	RESOLUTION
(to June 30,1995 and making the appropriations	)	
(thereunder, pursuant to ORS 294.435	)	

WHEREAS the above entitled matter is before the Board to consider the adoption of the budget for Mid County Street Lighting Service District No. 14 for the fiscal year July 1, 1994 to June 30, 1995; and

WHEREAS the Mid County Street Lighting Service District No. 14 budget as prepared by the duly appointed Budget Officer has been considered and approved by the Board; a public hearing has been held before the Multnomah County Tax Supervising and Conservation Commission on the 9th day of June 1994, and said budget has been duly certified by the said Tax Supervising and Conservation Commission with recommendations; and

WHEREAS said budget as certified is on file in the Budget Office of Multnomah County and the appropriations authorized therein are attached to this resolution as Attachment A; and

NOW THEREFORE BE IT RESOLVED that the budget, including Attachment A is hereby adopted as the budget of Mid County Street Lighting Service District No. 14, and the attached appropriations are authorized for the fiscal year July 1, 1994 to June 30, 1995.

ADOPTED this 16th day of June 1994.

Board of County Commissioners
Multnomah County, Oregon

By_____
Beverly Stein, Chair

REVIEWED:

_____
Laurence Kressel, County Counsel
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of the adoption of the	)	
(1994-95 Budget for Mid County Street Lighting	)	
(Service District No. 14, for the Fiscal Year July 1, 1994	)	RESOLUTION
(to June 30,1995 and making the appropriations	)	94-117
(thereunder, pursuant to ORS 294.435	)	

WHEREAS the above entitled matter is before the Board to consider the adoption of the budget for Mid County Street Lighting Service District No. 14 for the fiscal year July 1, 1994 to June 30, 1995; and

WHEREAS the Mid County Street Lighting Service District No. 14 budget as prepared by the duly appointed Budget Officer has been considered and approved by the Board; a public hearing has been held before the Multnomah County Tax Supervising and Conservation Commission on the 14th day of June 1994, and said budget has been duly certified by the said Tax Supervising and Conservation Commission with recommendations; and

WHEREAS said budget as certified is on file in the Budget Office of Multnomah County and the appropriations authorized therein are attached to this resolution as Attachment A; and

NOW THEREFORE BE IT RESOLVED that the budget, including Attachment A is hereby adopted as the budget of Mid County Street Lighting Service District No. 14, and the attached appropriations are authorized for the fiscal year July 1, 1994 to June 30, 1995.

ADOPTED this 16th day of June 1994.

Board of County Commissioners
Multnomah County, Oregon

By _____
Beverly Stein, Chair

REVIEWED:

_____
for Laurence Kressel, County Counsel
of Multnomah County, Oregon

Resolution Adopting Budgets 1994-95

ATTACHMENT A

Mid County Street Lighting Service District No. 14

Personal Services	$	0
Materials & Services		380,000
Capital Outlay		100,000
Total	$	480,000
Contingency	$	25,000
Unappropriated Ending Balance	$	210,000

TAX SUPERVISING & CONSERVATION COMMISSION

MULTNOMAH COUNTY, OREGON

724 Mead Building 421 S.W. Fifth Avenue

Portland, Oregon 97204-2189 (503) 248-3054 FAX 248-3053

1994 JUN 23 AM 11:22
MULTNOMAH COUNTY
OREGON

June 17, 1994

Board of Directors
County Service District No. 14 - Mid-County
1510 Portland Building
Portland, Oregon 97204

Dear Board Members:

The Tax Supervising and Conservation Commission met on June 14, 1994 to review, discuss and conduct a public hearing on the Mid-County Service District 1994-95 Annual Budget. This hearing was conducted pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of the district.

The 1994-95 budget, filed May 10, 1994, is hereby certified without recommendation or objection. Estimates were judged to be reasonable for the purpose shown and the document was found to be in substantial compliance with the law.

Budget estimates and levy amounts certified are as follows:

Budget Estimates:		
General Fund		$ 715,000
Unappropriated Balance	$ (210,000)	

Please file a copy of the adopted budget and supporting documentation with the Commission within 15 days of adoption. This filing should also include a copy of each LB-form, LB-50, proof of publications and the adopting resolution.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION

Lianne Thompson

Lianne Thompson, Chair

Robert Brunmeier (by)

Robert Brunmeier, Commissioner

Clarence Parker, Commissioner

JUN 16 1994

Meeting Date: ~~JUN 09 1994~~

Agenda No.: R-6

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: 6/9/94
Amount of Time Needed: 5 Minutes

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Bill Farver, Bill Bulick TELEPHONE: X-3958, 823-5111

BLDG/ROOM: 106/1410, 106/5th Fl.

PERSON(S) MAKING PRESENTATION: Bill Farver, Bill Bulick

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [XX] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

First Reading of an ORDINANCE Amending the County Code Section 5.50.050(5) to Authorize Transfer of $600,000 Per Year, for three years to the Portland Center for the Performing Arts (PCPA) and $100,000 Per Years, to the Metropolitan Arts Commission (MAC)

6/10/94 copies to Bill Farver & Bill Bulick
6/10/94 copies to Ordinance Distribution List

BOARD OF COUNTY COMMISSIONERS
1994 JUN -2 PM 1:14
PAUL THOMAS COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein
OR
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

METROPOLITAN ARTS COMMISSION

TO: Board of Multnomah County Commissioners

FROM: Bill Bulick, Executive Director

TODAY's DATE: June 2, 1994

REQUESTED PLACEMENT DATE: Thursday, June 9, 1994

RE: An Ordinance authorizing transfer of Multnomah County Hotel Tax to the Portland Center for the Performing Arts and the Metropolitan Arts Commission

I. Recommendation/Action Requested

An ordinance amending the County Code Section 5.50.050(5) to authorize transfer of $600,000 per year, for three years to the Portland Center for the Performing Arts (PCPA) and $100,000 per year, for three years to the Metropolitan Arts Commission (MAC).

II. Background Analysis:

The findings portion of the ordinance provides background and a policy framework. This action is entirely consistent with the findings and recommendations of Arts Plan 2000+ and the Metro Regional Arts Funding Task Force, in which Multnomah County was a sponsor and participant.

III. Financial Impact:

Funding comes from existing Multnomah County Hotel Tax; no new funding is needed. The Oregon Convention Center is currently operating

with a significant surplus in reserve funds and it has been agreed by all stakeholders that the current revenue stream could support these transfers for three years, subject to the restrictions contained in the ordinance.

The transfer to the Metropolitan Arts Commission will require a budget modification, adding $100,000 to the Chair's recommended funding level for MAC, at constraint, of $275,071. There is no impact on the General Fund, however.

The Budget Office has been involved throughout discussions of the transfer.

IV. Legal Issues

County Code Section 5.50.050(5) is amended by this ordinance.

V. Controversial Issues:

There was, initially, some concern expressed by the lodging industry about the impact of the transfer on the health of the Oregon Convention Center. A series of meetings with industry representatives, County officials, Metro representatives, MERC and the Arts Commission enable a consensus about the need for the transfer to emerge. All parties are supportive.

There is still some concern about Metro's commitment to place a dedicated funding measure on the ballot to provide long term, stable arts funding to replace these dollars. Every effort is being made to address this concern and gain the clearest commitment that is possible.

VI. Link to Current County Policies:

This ordinance is consistent with Multnomah County's commitment to provide funding for the Metropolitan Arts Commission as expressed in the 1973 Intergovernmental Agreement with the City of Portland. That agreement calls for a 60/40 split between the City and County which the County has not been able to keep. Under Measure 5 constraints, Multnomah County funding has decreased by 30% from $378,605 in FY 90/91 to $267,059 in FY 93/94. Even with the $100,000 increase the split will be 74/26.

Multnomah County was an active participant in Arts Plan and the Metro Regional Arts Funding Task Force. The gradual regionalization of arts funding recommended by these reports is being realized. Multnomah County's continued funding participation during this transition is critical to

ORDINANCE FACT SHEET

Ordinance Title: Ordinance Authorizing transfer of Multnomah County Hotel Tax to the Portland Center for the Performing Arts and the Metropolitan Arts Commission.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored): See Staff Report Sections I, II

What other local jurisdictions in the metropolitan area have enacted similar legislation? NA

What has been the experience in other areas with this type of legislation? NA

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN -3 PM 2:51

What is the fiscal impact, if any?
See Section III
None on General Fund. Will reduce funds to MERC for the Convention Center by $700,000 annually for three years.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Bill Farver

Planning & Budget Division (if fiscal impact): David C. Warren

Department Manager/Elected Official: _____

leveraging neighboring County funding and support, as well as NEA and private sector support.

VII. Citizen Participation:

Thousands of citizens from all walks of life have been involved in these planning efforts over the last three years and the circle of leadership and participation continues to widen. Ongoing citizen involvement and leadership is reflected in the many organizations, task forces, and joint committees collaborating on Arts Plan implementation. One of the main charges to the Arts Commission was to track and report on implementation, which we have done on a regular basis.

VII. Other Government Participation:

Collaboration extends to nearly every government in the region, as well as state and federal government support. Three Counties, One City and Metro are currently providing arts funding and support through the Metropolitan Arts Commission. Many of the local arts councils which MAC has helped to create and nurture are also receiving support from their cities.

Even so, we are only a third of the way towards the regional arts public funding goal established by Arts Plan and the Metro Task Force. MAC is working assiduously with governments, the business community and the arts community in collaborative planning to continue the momentum towards a stable resource base for the regional arts industry.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 790

An ordinance amending Multnomah County Code Chapter 5.50 (transient lodging tax) to authorize transfers of certain tax revenues to the Portland Center for the Performing Arts and the Metropolitan Arts Commission, and updating other provisions of the Code.

(Redlined language in brackets [] is to be deleted; underlined language is new).

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

SECTION I. Findings and Purpose

(A) Arts Plan 2000+ and the Metro Regional Arts Funding Task Force, with Multnomah County representation, documented the financial crisis of arts organizations and facilities and the benefits of increased public and private investment in arts programs.

(B) The Portland Center for the Performing Arts is in dire need of new, outside financial resources to assist in paying for operational costs or the center will face closure.

(C) Under Measure 5 constraints, Multnomah County has found it difficult to maintain its historic funding support through the

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Metropolitan Arts Commission, and it has decreased by 30% from $378,605 in FY 90/91 to $267,059 in FY 93/94.

(D) The Metro Regional Arts Funding Task Force recommended short and long term solutions to the arts funding crisis, noting the critical need for stable, dedicated funding for arts programs and facilities to keep them functioning during a transition to broad based regional support. Metro accepted this report on March 24, 1994 and committed funding for fiscal 94/95 to begin implementation.

(E) The Chair of the Metropolitan Exposition and Recreation Commission (MERC) and other Commissioners have met 3 times with members of the Tri County Lodging Association and have discussed the financial needs of both the Oregon Convention Center and Portland Center for the Performing Arts (PCPA).

(F) Metro passed resolution #94-1948A on April 14, 1994 in support of allocating funds from the Oregon Convention Center reserves to operating support for the Portland Center for the Performing Arts.

(G) Multnomah County supports the Arts Plan recommendation for the transition of the Metropolitan Arts Commission into a regional non-profit organization and wishes to provide "jumpstart" funding to support vital youth, education and cultural tourism programs.

(H) The Tri County Lodging Association, other interested parties, and the public have the right to review later actions implementing this ordinance and may petition Multnomah County to

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make further amendments deemed necessary.

(I) The Tri County Lodging Association has recognized the value of the Arts to the greater community and has agreed to support the allocation of $600,000 a year for 3 years to the Performing Arts Center and $100,000 a year for 3 years to the Metropolitan Arts Commission from the current hotel tax designated for the Oregon Convention Center, subject to the following:

(1) That Multnomah County Code Section 5.50.050(5) be amended to authorize the transfers;

(2) That this authorization be limited to three years starting with the 1994/95 fiscal year and at the end of this three year period, the last being fiscal year 1996/97, this authorization shall automatically expire, without the necessity of any further action;

(3) That the use of these funds for PCPA operations and Metropolitan Arts Commission programs is subject to cancellation in any year if an emergency need is identified at the Oregon Convention Center. Metro must report such an emergency and its cause, in writing, to the Chair of the Multnomah County Commission by June 1 to cancel a transfer for the following fiscal year, beginning July 1. Metro is the body charged with identifying such emergencies including, but not limited to:

(a) Current Resources except beginning fund balance do not meet current expenditures less renewal and

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replacement fund transfer and unappropriated balance.

(b) Revenues from the hotel/motel tax drop by more than 25% in any year when measured against the prior year.

(c) A major structural failure (not otherwise insured) such that total reserves are insufficient to repair the damage without the use of all or part of the 3 year $2,100,000 commitment.

(d) Or any other situation that threatens the normal operation of the convention center.

(4) That Multnomah County agree that it will not initiate any new hotel tax or any increase to the existing tax during the time this reallocation is in effect.

(5) That the Metropolitan Arts Commission will annually issue a written report about expenditures of funds.

(6) That the MERC will issue annually a written "Business Plan" report as to progress made in increasing the business and income for the PCPA and lowering the costs towards minimizing the PCPA financial gap.

(7) That percentage guideline limits for MERC and Metro overhead/support costs be set and results reported annually.

(8) That Multnomah County, Metro, MERC and the Metropolitan Arts Commission will amend their Intergovernmental Agreements as necessary to implement these actions.

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(j) That Hotel Tax revenues transferred to the Metropolitan Arts Commission will not replace Multnomah County general fund support, but will augment and stabilize funding over the three year period.

(k) That Multnomah County, Metro and MERC recognize that the overall solution to the region's funding for the Arts crisis not rest with the hotel tax and that a broad regional solution needs to be found within the 3 year time frame stated here.

(l) That Multnomah County, MERC and MAC recognize that earned income of arts organizations and facilities may be increased by more focused marketing to visitors and agree to consider increased visitor marketing. MAC will coordinate cultural tourism initiatives with existing marketing organizations already working with MERC and the PCPA.

(m) That Multnomah County, MERC, Metro and MAC recognize that the Tri County Lodging Association has been creative and cooperative in helping to identify interim solutions to the problem of funding arts programs and facilities and thanks them for their efforts.

SECTION II. Amendments to Definitions

(A) MCC 5.50.010(D) and (L) are amended as follows:

[(D) Committee means the Multnomah County Finance

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Committee.]

(L) Tax administrator means the director, [department of general services] Finance Division, Multnomah County, Oregon.

SECTION III. Amendment

MCC 5.50.050(B) is amended to read:

(B) Three-eights of the proceeds of the eight percent tax imposed by this section of the Multnomah County Code shall be allocated to the convention and trade show center special fund, which is hereby created. the convention center special fund is subject to the following limitations:

(1) As used in this section of the Multnomah County Code:

(a) Convention and trade show center means The Oregon Convention Center [a new or improved facility, located in Multnomah County, capable of attracting and accommodating midsize convention and trade shows from international, national and regional markets requiring 125,000 to 250,000 square feet of pillar-free, high ceiling exhibition space and 35,000 to 70,000 square feet of meeting rooms plus associated space including but not limited to banquet facilities, loading areas, lobby and registration areas.]

(b) Operating expenses means the total cost of all labor, benefits, overhead, maintenance, materials and services incurred by the operator of the convention center in administering and operating events held in the convention and trade show center and in obtaining events to be held there.

[(c) Voters means the qualified electors of the county or district requesting authorization to issue general obligation bonds to finance or partially finance construction of the convention and trade show center.]

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Portland, Oregon 97207-0849
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(d) Lead agency means Metro [a governmental unit having:

(i) Authority to seek voter approval for issuance of general obligation bonds for construction of a convention and trade show center; and

(ii) A formally adopted resolution or ordinance declaring its intent to have primary responsibility for building and operation of the convention and trade show center.]

(2) Before paying the tax imposed by this chapter, as required by MCC 5.50.175, the operator may deduct an amount equal to five percent of that portion of the tax that is allocated to the convention and trade show center special fund. This five percent of the amount attributable to the convention and trade show center special fund may be retained by the operator as reimbursement for the operator's expenses in collecting the tax imposed by this chapter.

[(3) All revenues allocated to the convention and trade show center special fund during the period from April 1, 1986, through June 30, 1986, shall be used exclusively for contracting with one or more private organizations for the promotion, solicitation, procurement and service of convention business or tourism in the county. Additionally, one-third of the funds allocated to the convention and trade show center special fund during the period July 1, 1986, until voters approve issuance of general obligation bonds to finance or partially finance construction of the convention and trade show center or financing for construction has been obtained by some other means, shall be used exclusively for contracting with one or more private organizations for the promotion, solicitation, procurement and service of convention business or tourism in the county.

(4) Before voters approve issuance of general obligation bonds to finance or partially finance construction of the convention and trade show center or before financing for construction has been obtained by some other

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means, funds deposited in the convention and trade show center special fund and not expended pursuant to subsection (B)(3) above shall be used to assist the lead agency with activities necessary for development of the convention and trade show center including:

(a) Obtaining soils test borings;
(b) Obtaining topographic and boundary surveys;
(c) Obtaining architectural/engineering designs;
(d) Finalizing project program and budget;
(e) Performing preliminary design studies;
(f) Performing final design studies;
(g) Obtaining site and landscape planning;
(h) Preparing bid and construction documents;
(i) Preparing detailed cost estimates;
(j) Preparing special design/engineering evaluations, including evaluation of:

(i) Alternate construction methods and materials,
(ii) Electrical and mechanical systems,
(iii) Structural,
(iv) Equipment;

(k) Preparation of a cash flow statement;
(l) Preparation of a marketing and operations plan and cost estimate;
(m) Preparation of an engineering design of offsite facilities including:

(i) An evaluation of road relocations and right-of-way work,
(ii) Evaluation of utility relocations,
(iii) Evaluation of traffic and transportation systems;

(n) Preparation of technical backup for grant applications and taxing districts (LID);
(o) Obtaining governmental reviews and approvals, including:

(i) Land use,
(ii) Design review,
(iii) Building code (fire, exiting, electrical, etc.);

(p) Site acquisition.]

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(5) After voters have approved issuance of general obligation bonds to finance or partially finance construction of the convention and trade show center or financing for construction has been obtained by some other means, funds deposited in the convention and trade show center special fund shall be used to assist Metro [the lead agency] for the following purposes:

(a) First, to pay any expenses incurred or activities identified under MCC 5.50.050(B)(4);

(b) Second, if all expenses identified in subsection (a) above have been satisfied, to pay any unfunded annual operating expenses that may have been incurred by the convention and trade show center;

(c) Third, if all expenses identified by subsection (a) above have been satisfied and if no otherwise unfunded annual operating expenses exist or if funds remain after the otherwise unfunded annual operating expenses have been paid, to provide for the promotion, solicitation, procurement, and service of convention business at the convention and trade show center to the extent necessary to fully implement the annual marketing program adopted by Metro [the lead agency];

(d) Fourth, if the needs identified in the foregoing subsections (a) through (c) have been fully satisfied, to pay ancillary costs associated with the development, construction and operation of the convention and trade show center, including but not limited to site acquisition costs and construction costs including financing of those costs;

(e) Notwithstanding the limitations on spending in subparagraphs (a) through (d), an amount not to exceed $70,000.00 one time only may be used by the lead agency for the promotion, solicitation, procurement, and service of the 1988 International Association of Chiefs of

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Police convention in Multnomah County.

(e) Notwithstanding the limitations on spending in subparagraphs (a) through (d), Metro [the lead agency] may use an amount not to exceed $600,000 per year, for three y ears beginning with Metro's [the lead agency's] fiscal year 1994-1995, for operation of the Portland Center for the Performing Arts.

(f) Notwithstanding the limitations on spending in subparagraphs (a) through (e), Multnomah County may transfer an amount not to exceed $100,000 per year, for three years beginning with fiscal year 1994-1995, as a special appropriation to the Metropolitan Arts Commission.

(g) The transfer of funds for operation of the Portland Center for the Performing Arts and for the Metropolitan Arts Commission pursuant to subparagraphs (f) and (g) shall not be made if, prior to June 1 of any year, the Metro Council declares that an emergency requires the funds to be used for the Oregon Convention Center. Any such declaration shall be in writing and shall be transmitted from Metro to the Chair of Multnomah County. The circumstances pertaining to the Oregon Convention Center warranting a declaration of an emergency shall include, but not be limited to:

(i) Current resources except beginning fund balance do not meet current expenditures less renewal and replacement fund transfer and unappropriated balance;

(ii) Revenues from the tax drop by more than 25% in any year when measured against the prior year;

(iii) A major structural failure at the center (not otherwise insured) such that total reserves are insufficient to repair the damage without the use

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of all or part of the 3-year $2,100,000 commitment.

(iv) Or any other situation that threatens the normal operation of the convention center.

(6) Earnings on proceeds allocated to the convention and trade show center special fund shall be credited to the convention and trade show center special fund.

[(7) If the voters have not approved the issuance of general obligation bonds to finance or partially finance construction of the convention and trade show center by September 30, 1989, and if funding for construction has not been obtained by some other means by September 30, 1989, the following changes shall automatically occur:

(a) All funds in the convention and trade show center special fund shall be used exclusively for providing for the promotion, solicitation, procurement, and service of convention business or tourism in the county.

(b) The tax levied pursuant to MCC 5.50.050 shall be automatically reduced from eight percent of the rent charged by the operator to five percent of the rent charged by the operator. All of the proceeds of the five percent tax shall be allocated to the Multnomah County general fund and may be used for any purposes for which expenditures from the general fund are authorized.]

(8) The tax imposed by MCC 4.50.050 is separate and independent of the tax imposed by MCC 5.50.055. Nothing is MCC 5.50.050 is intended or should be construed as modifying the one percent tax provided for by MCC 5.50.575.

(9) Notwithstanding MCC 5.50.575, no person subject to the tax imposed under MCC 5.50.050 shall be entitled to a credit against the payment of that portion of the tax allocated to the convention center and trade show

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special fund. The three-eighths of the eight percent tax imposed by MCC 5.50.050 that is allocated to the convention center and trade show center special fund shall be due and payable in accordance with this chapter regardless of the amount due any incorporated city or town within Multnomah County for a transient lodgings tax for the same occupancy made taxable under this chapter.

(C) The provision to increase the rate from five percent to eight percent under subsections (A) and (B) of this section shall take effect on April 1, 1986.

SECTION IV. Amendment

MCC 5.50.275(D) is amended to read:

(D) The order or decision of the tax administrator upon a petition for redetermination of redemption and refund becomes final ten days after service upon the petitioner of notice, unless appeal of the order or decision is filed with the tax administrator [transient lodgings tax review committee] within the ten days after service of notice.

SECTION V. Repeal

MCC 5.50.400 (Transient Lodgings Review Committee), MCC 5.50.425 (Powers and Duties of Committee), and MCC 5.50.450 (Appeal to Committee) are repealed.

SECTION VI. Amendment

MCC 5.50.475 is amended to read:

Any person aggrieved by any decision of the [committee] tax administrator may appeal to the board of county commissioners by filing a notice of appeal with the tax administrator within ten days of the serving or mailing of the notice of the decision given by the tax administrator [committee]. The tax administrator shall transmit the notice of appeal, together with the file of the appealed matter to the chair of the board of county commissioners, who shall fix a time and place for hearing the appeal from the decision of the committee. The chair shall give the appellant not less than ten days' prior written notice of the time and place of hearing on the

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appealed matter. [Action by the board on appeals shall be decided by a majority of the members present at the meeting where the appeal is considered.]

SECTION VII. Amendment

MCC 5.50.900 is amended to read:

5.50.900. Tax penalties and interest.

(A) Any operator who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this chapter prior to delinquency shall pay a penalty of ten percent of the amount of the tax due in addition to the amount of the tax.

(B) Any operator who has not been granted an extension of time for remittance of tax due and who failed to pay any delinquent remittance on or before a period of 30 days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of 15 percent of the amount of the tax due plus the amount of the tax and the ten percent penalty first imposed.

(C) If the tax administrator determines that the nonpayment of any remittance due under this chapter is due to fraud or intent to evade its provisions, a penalty of 25 percent of the amount of the tax shall be added to the penalties stated in subsections (A) and (B) of this section.

(D) In addition to the penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of [one-half of one percent per month or fraction thereof without proration for portions of a month, on the amount of the tax due, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(E) Every penalty imposed and such interest as accrues under the provisions of this section shall be merged with and become a part of the tax required to be paid.

(F) Any operator who fails to remit the tax levied within the time required by this chapter shall pay the penalties, provided, however, the operator may petition the [committee] tax administrator for waiver and refund of the penalty or any portion thereof and the [committee]

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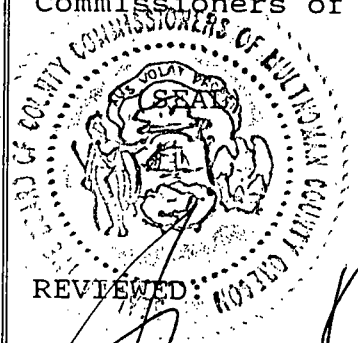
tax administrator may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

SECTION VIII. Codification

County Counsel is authorized to renumber sections and paragraphs in MCC 5.50 and make such other technical adjustments of form and style as are made necessary by this ordinance.

ADOPTED this 16th day of June, 1994, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.



Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

By _____
Laurence Kressel, County Counsel
For Multnomah County, Oregon

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MULTNOMAH COUNTY COUNSEL
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P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

JUN 16 1994

Meeting Date: ~~JUN 09 1994~~
Agenda No.: R-13 R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance Amending MCC 5.10.090 and 5.10.160(D)

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: June 9, 1994

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Dave Boyer/Harry Morton TELEPHONE #: x3312

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer/Harry Morton

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

(See attached memo and Ordinance Fact Sheet.)

6/16/94 copies to Dave Boyer and Harry Morton
6/20/94 copies to Ordinance Distribution List

1994 JUN -1 AM 9:20
MULTNOMAH COUNTY OREGON
CLERK OF COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Dave Boyer

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES	(503) 248-5015	(503) 248-5170 TDD
FINANCE	(503) 248-3312	
LABOR RELATIONS	(503) 248-5135	
PLANNING & BUDGET	(503) 248-3883	
RISK MANAGEMENT	(503) 248-3797	
PURCHASING, CONTRACTS & CENTRAL STORES	(503) 248-5111	

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PORTLAND, OREGON 97214

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: Dave Boyer, Finance Director

Date: May 26, 1994

Requested Placement Date: June 9, 1994

Subject: Ordinance Amending MCC 5.10.090 and 5.10.160(D)

I. Recommendation/Action Requested:

Approve ordinance amending MCC 5.10.090 and 5.10.160(D) relating to fees assessed to recover the costs of dishonored checks.

II. Background/Analysis:

As currently written, MCC 5.10.090 and 5.10.160 could be interpreted to be inconsistent with the maximum fee collectable under ORS 82.300.

III. Financial Impact:

Financial impact to the General Fund is expected to be negligible.

IV. Legal Issues:

The wording of the revised ordinance is patterned after ORS 82.300 to ensure compatibility with state law.

V. Controversial Issues:

None that I am aware of.

VI. Link to Current County Policies:

The revised ordinance is consistent with County policy.

VII. Citizen Participation:

None

VIII. Other Government Participation:

None

ORDINANCE FACT SHEET

Ordinance Title: Amending MCC 5.10.090 and 5.10.160(D)

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

To make MCC 5.10.090 and 5.10.160(D) relating to fees assessed to recover costs of dishonored checks consistent with ORS 82.300.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Consistent with ORS 82.300.

What has been the experience in other areas with this type of legislation?

What is the fiscal impact, if any?

The fiscal impact to the General Fund is expected to be negligible.

SIGNATURES:

Person Filling Out Form: Dave Boyer

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 791

An Ordinance amending the Multnomah County Code, Section 5.10.090 and 5.10.160(D), relating to fees assessed to recover the costs of dishonored checks.

(Language in brackets [ ] is to be deleted; underlined language is new).

Multnomah County ordains as follows:

Section I: Findings

Multnomah County has checks returned to various County agencies as unrecoverable because of, among other reasons, insufficient funds, and closed or no account. ORS 82.300 allows the payee of a dishonored check to recover an amount not to exceed $25 for the cost of handling and collecting on the check. Presently, MCC 5.10.090 and 5.10.160 could be interpreted to allow the County to collect more than $25.00 per check.

Section II: Purpose

The purpose of this amendment is to revise MCC 5.10.090 and 5.10.160(D) to expressly provide a maximum fee collectable, consistent with ORS 82.300.

Section III: Amendment to MCC 5.10.090

MCC Chapter 5.10.090 is amended as follows:

5.10.090 Fees for recovering costs of dishonored checks.

(A) For any check, draft, or order of payment in money given to the County by any person in payment of taxes or fees for any service listed herein, which check, draft, or order of payment in money is dishonored for any cause, including but not limited to non-sufficient funds, closed account or no account, there shall be a fee assessed in the amount of then-current charge made to County by the bank from which the check was returned, plus an additional [$12.50] amount to cover internal costs, such as extra data entry, processing time, cost of handling and collecting, and unavailability of the revenues represented by the original check. Provided, the total amount assessed by the County for processing the dishonored check shall not exceed $25.00.

(B) At the discretion of the Department which originally accepted the dishonored check, the fee assessed may be reduced to cover only the County's payment to the bank involved. The accepting Department shall be responsible for the [$12.50] additional amount not assessed.

Section IV: Amendment to MCC 5.10.160(D)

MCC5.10.160(D) is amended as follows:

(D) For any check, draft, or order of payment in money given to the division by any person in payment of taxes or fees for any service provided hereinabove, which check, draft, or order of payment in money is dishonored for any cause, including but not limited to nonsufficient funds, closed account or no account, there shall be a fee assessed [in the amount of $20.00 ($30.00) for foreign items] as provided at MCC 5.10.090. Said fee is collectible by the division in any lawful manner, including but not limited to, addition of said fee to the payer's tax account, filing of appropriate proceedings pursuant to statute or such other means as may legally be pursued.

Section V: Adoption

ADOPTED this 16th day of June, 1994,

being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

MULTNOMAH COUNTY, OREGON

By _____
BEVERLY STEIN
MULTNOMAH COUNTY, CHAIR

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan

Meeting Date: ~~JUN 0 9 1994~~ JUN 16 1994
Agenda No: ~~R-12~~ R-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Pay ranges and COLA increases for exempt employees

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: June 9, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: 248-5015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [xx] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Proposed 2.5% COLA for exempt employees would be effective 7/1/94. Most union contracts provide for a 2.5% COLA on that date. The County's policy has been to provide a COLA on 7/1, usually in the same amount as the unions. Fiscal Year 94-95 overall cost is $774,085. This amount is already budgeted. See memo for cost by Fund.

6/10/94 copies to Susan Ayers & Curtis Smith
6/10/94 copies to Ordinance Distribution List

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

1994 JUN -1 AM 9:27
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the board Clerk 248-3277/248-5222

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MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

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PORTLAND, OREGON 97214

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith

DATE: May 31, 1994

REQUESTED PLACEMENT DATE: June 9, 1994

RE: Pay ranges and COLA increases for exempt employees.

I. Recommendation/Action Requested: Adoption of Ordinance

II. Background/Analysis: The Board adopted a new exempt employee compensation system, effective July 1, 1991. Since that time, the Personnel Section has kept the system up to date by bringing periodic changes to the Board to adopt. This is the most recent update.

III. Financial Impact: The overall cost of a 2.5% cost-of-living adjustment for exempt employees effective July 1, 1994 will be $774,085 based on the amounts included in the 1994-95 Budget. The following table shows the amounts by Fund.

1994-95 Budget	Exempt Base Budgeted	Exempt FTE	Total 2.5% CPI Cost
General Fund	8,243,804	175.33	269,948
Federal/State Fund	8,680,882	180.95	283,408
Jail Levy Fund	456,933	8.20	15,017
Justice Special Operations Fund	143,254	3.00	4,508
Road (150)	913,796	20.00	30,137
Bridges (161)	171,430	4.00	5,654
Library (162)	2,033,583	45.00	66,396
Inmate Fund (168)	30,693	1.00	1,014
Data Processing (403)	491,420	9.00	15,924
A&T Fund (175)	929,658	21.00	30,126
CAP Improve (240)	27,729	0.50	909
Care Oregon (390)	345,366	7.30	11,219
Insurance (400)	590,288	13.00	19,267
Fleet (401)	89,565	2.00	2,940
Mail/Distribution (404)	32,841	1.00	1,068
Facilities Fund	504,801	10.50	16,550
Total	23,686,044	501.78	774,085

A cost of living adjustment of 3% is already budgeted for 1994-95. An amendment will reduce the appropriations to the 2.5% level, in common with a similar reduction for all affected bargaining units.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: Ordinance No. 778 requires that the exempt compensation plan be kept current.

VII. Citizen Participation: None.

VIII. Other Government Participation: None.

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ORDINANCE FACT SHEET

Ordinance Title: Ordinance relating to the pay ranges and COLA increases for exempt employees and repealing Ordinance Nos. 767, 774, 777, and 788.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

Proposed 2.5% COLA for exempt employees would be effective 7/1/94. Most union contracts provide for a 2.5% COLA on that date. The County's policy has been to provide a COLA on 7/1, usually in the same amount as the unions. Fiscal Year 94-95 overall cost is $774,085. This amount is already budgeted. See memo for cost by Fund.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

A COLA increase is a common pay policy.

What has been the experience in other areas with this type of legislation?

A COLA has historically been a satisfactory alternative to such private sector pay strategies as profit sharing, bonuses, gain sharing, and the like.

What is the fiscal impact, if any?

The overall cost of a 2.5% COLA for exempt employees is $774,085. This amount is already budgeted. See memo for cost by Fund.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Curtis Smith

Planning & Budget Division (if fiscal impact): David C. Warren

Department Manager/Elected Official: Beverly Steen

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BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY OREGON

ORDINANCE NO. 792

An ordinance relating to the pay ranges and COLA increases for exempt employees and repealing Ordinance Nos. 767, 774, 777 and 788.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section I. Findings.

(A) Multnomah County, Oregon employs a variety of individuals excluded from any collective bargaining agreement referred to as "exempt" employees.

(B) It is the County's policy to establish an exempt compensation plan that provides such pay as necessary for the County to recruit, select, and retain qualified management, supervisory, administrative, and professional employees; that recognizes employee performance, growth, and development; that maintains an appropriate internal relationship among classifications and employees based on job responsibilities, qualifications, and authority; and that maintains parity between equivalent exempt and non-exempt positions.

(C) The Personnel officer is responsible for developing and recommending compensation plan adjustments to the Multnomah County Board of Commissioners.

Section II. General Adjustments.

The pay ranges of the exempt compensation plan shall be increased by 2.5%, effective July 1, 1994. These pay ranges are shown in Exhibit A to this Ordinance and are hereby adopted.

Section III. Effect on Employees.

With the exception of elected official's staff in classifications marked with a triple asterisk (***), each employee in a classification listed in Exhibit A shall have his/her salary increased by 2.5%, effective July 1, 1994.

Section IV. Repeal.

Ordinance Nos. 767, 774, 777 and 788 are hereby repealed.

ADOPTED the 16th day of June, 1994, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

By Beverly Stein
Beverly Stein, Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:

Laurence Kressel, County Counsel
of Multnomah County, Oregon

N:\DATA\EMPSER\WPDATA\SJA094

EXHIBIT A

EXEMPT PAY RANGES
EFFECTIVE JULY 1, 1994

JOB TITLE	ANNUAL SALARY Min	Mid	Max
A & T Manager, Senior *	$54,320	$65,184	$76,048
AA/EEO Officer *	$44,686	$53,624	$62,561
Accounts Payable Supervisor	$36,776	$44,132	$51,487
Administrative Analyst	$30,253	$36,303	$42,354
Administrative Analyst, Senior	$33,362	$40,035	$46,707
Administrative Services Officer	$38,602	$46,323	$54,043
Adult Housing Administrator	$36,776	$44,132	$51,487
Aging Services Branch Administrator	$36,776	$44,132	$51,487
Aging Services Manager, Senior *	$54,320	$65,184	$76,048
Aging Services Program Manager *	$46,934	$56,321	$65,708
Alcohol/Drug Manager *	$44,686	$53,624	$62,561
Animal Control Manager *	$46,934	$56,321	$65,708
Animal Control Supervisor	$33,362	$40,035	$46,707
Appraisal Supervisor, Commercial	$33,362	$40,035	$46,707
Appraisal Supervisor, Personal Property	$33,362	$40,035	$46,707
Appraisal Supervisor, Residential	$33,362	$40,035	$46,707
Assessment Information Resources Manager *	$44,686	$53,624	$62,561
Assistant County Counsel 1 *	$35,019	$42,023	$49,027
Assistant County Counsel 2 *	$38,602	$46,323	$54,043
Assistant County Counsel, Chief *	$51,734	$62,080	$72,427
Assistant County Counsel, Senior *	$44,686	$53,624	$62,561
Benefits Administrator	$40,528	$48,633	$56,739
Board of Equalization Admin.	$30,253	$36,303	$42,354
Bridge Maintenance Supervisor	$33,362	$40,035	$46,707
Bridge Operations Supervisor	$22,579	$27,095	$30,087
Bridge Services Manager *	$44,686	$53,624	$62,561
Budget & Quality Manager *	$51,734	$62,080	$72,427
Budget Analyst	$31,774	$38,128	$44,483
Budget Analyst/Principal	$40,528	$48,633	$56,739
Captain *	$58,585	$64,454	$70,298
Captain, Corrections *	$54,185	$59,603	$65,022
Cartography Supervisor	$30,253	$36,303	$42,354
Case Management Supervisor	$33,362	$40,035	$46,707
Cataloging Administrator	$42,556	$51,068	$59,579
Central Library Coordinator	$42,556	$51,068	$59,579
Chaplain *	$28,816	$34,579	$40,342
Chief Appraiser, Commercial	$42,556	$51,068	$59,579
Chief Appraiser, Residential	$40,528	$48,633	$56,739
Chief Deputy/Sheriff's Office *	$66,370	$73,018	$79,644
Child & Adol Mental Health Manager *	$44,686	$53,624	$62,561
Circulation Administrator	$33,362	$40,035	$46,707
Civil Process Supervisor	$31,774	$38,128	$44,483
Clinical Supervisor	$35,019	$42,023	$49,027
Comm Corrections Program Administrator	$38,602	$46,323	$54,043
Community Services Administrator	$38,602	$46,323	$54,043
Comm & Family Serv Manager, Senior *	$54,320	$65,184	$76,048
Comm & Family Serv Manager, Asst *	$46,934	$56,321	$65,708
Comm & Family Serv Support Services Mgr *	$44,686	$53,624	$62,561

Computer Operations Administrator	$36,776	$44,132	$51,487
Construction Projects Administrator	$42,556	$51,068	$59,579
Contracts Administrator	$36,776	$44,132	$51,487
Co-Principal Investigator	$51,734	$62,080	$72,427
Corrections Counselor Supervisor	$36,776	$44,132	$51,487
Corrections Program Administrator	$36,776	$44,132	$51,487
County Counsel *	$62,618	$75,141	$87,665
County Surveyor *	$38,602	$46,323	$54,043
Data Analyst, Senior	$33,362	$40,035	$46,707
Data Base Administrator	$40,528	$48,633	$56,739
Data Systems Administrator	$36,776	$44,132	$51,487
Data Systems Manager *	$40,528	$48,633	$56,739
Dental Health Officer *	$54,320	$65,184	$76,048
Dentist **	$48,632	$52,685	$56,737
Dentist, Senior	$53,617	$55,711	$62,553
Department Director, DCC *	$62,618	$75,141	$87,665
Department Director, DES *	$62,618	$75,141	$87,665
Department Director, DSS *	$62,618	$75,141	$87,665
Department Director, Health *	$62,618	$75,141	$87,665
Deputy Director, Library *	$54,320	$65,184	$76,048
Deputy District Attorney/Chief *	$54,320	$65,184	$76,048
Deputy District Attorney/1st Asst */***	$0	$0	$0
Detention Programs Administrator	$38,602	$46,323	$54,043
Developmental Disabilities Manager *	$44,686	$53,624	$62,561
Dir, Comm on Child & Family *	$40,528	$48,633	$56,739
Distribution Supervisor	$28,816	$34,579	$40,342
District Attorney Investigator/Chief	$31,774	$38,128	$44,483
District Attorney's Operations Manager *	$36,776	$44,132	$51,487
District Manager/DCC *	$44,686	$53,624	$62,561
Elections Administrator	$35,019	$42,023	$49,027
Elections Manager *	$46,934	$56,321	$65,708
Emergency Management Administrator	$38,602	$46,323	$54,043
Employee Services Manager *	$46,934	$56,321	$65,708
Employee Services Specialist 1	$28,816	$34,579	$40,342
Employee Services Specialist 2	$33,362	$40,035	$46,707
Employee Services Specialist, Senior	$35;019	$42,023	$49,027
Engineering Services Administrator	$36,776	$44,132	$51,487
Executive Assistant */***	$0	$0	$0
Facilities Building Manager *	$40,528	$48,633	$56,739
Facilities Building Supervisor	$33,362	$40,035	$46,707
Facilities Coordinator	$27,447	$32,937	$38,426
Facilities Maintenance Manager *	$44,686	$53,624	$62,561
Facilities Maintenance Supervisor	$35,019	$42,023	$49,027
Facilities Manager, Senior *	$51,734	$62,080	$72,427
Facilities Refurbishment Manager *	$40,528	$48,633	$56,739
Family Services Manager *	$44,686	$53,624	$62,561
Finance Manager *	$46,934	$56,321	$65,708
Fiscal Officer/Sheriff's Office	$46,934	$56,321	$65,708
Fiscal Specialist, Senior	$33,362	$40,035	$46,707
Fiscal Specialist Supervisor	$36,776	$44,132	$51,487
Fleet & Support Services Manager *	$46,934	$56,321	$65,708
Fleet Maintenance Supervisor	$35,019	$42,023	$49,027
General Accounting Administrator	$40,528	$48,633	$56,739

Geographic Information Records Manager *	$44,686	$53,624	$62,561
Health Information Supervisor	$27,447	$32,937	$38,426
Health Officer *	$69,041	$82,850	$96,658
Health Officer, Assistant	$62,618	$75,141	$87,665
Health Operations Supervisor	$27,447	$32,937	$38,426
Health Services Administrator	$40,528	$48,633	$56,739
Health Services Manager *	$44,686	$53,624	$62,561
Health Services Manager, Senior *	$51,734	$62,080	$72,427
Health Services Specialist	$31,774	$38,128	$44,483
Health Supply Administrator	$28,816	$34,579	$40,342
Hispanic Services Coordinator	$31,774	$38,128	$44,483
Housing & Community Services Prog Admin	$38,602	$46,323	$54,043
Information Services Manager, Senior *	$51,734	$62,080	$72,427
Information Systems Manager *	$44,686	$53,624	$62,561
Inmate Programs Manager *	$49,283	$59,139	$68,996
Juvenile Counseling Administrator	$38,602	$46,323	$54,043
Juvenile Counseling Services Manager *	$44,686	$53,624	$62,561
Juvenile Counselor Supervisor	$36,776	$44,132	$51,487
Juvenile Detention Manager *	$44,686	$53,624	$62,561
Juvenile Justice Manager, Senior *	$54,320	$65,184	$76,048
Juvenile Justice Program Manager *	$40,528	$48,633	$56,739
Juvenile Justice Program Supervisor	$35,019	$42,023	$49,027
Labor Relations Manager *	$44,686	$53,624	$62,561
Labor Relations Manager, Deputy *	$42,556	$51,068	$59,579
Labor Relations Specialist	$28,816	$34,579	$40,342
Laundry Supervisor	$27,447	$32,937	$38,426
Law Clerk *	$28,816	$34,579	$40,342
Legislative/Admin Secretary */***	$0	$0	$0
Library Administrator/Branch	$40,528	$48,633	$56,739
Library Administrator/Central	$40,528	$48,633	$56,739
Library Automated Systems Administrator	$42,556	$51,068	$59,579
Library Director *	$62,618	$75,141	$87,665
Library Manager/Branch	$44,686	$53,624	$62,561
Library Manager/Central	$44,686	$53,624	$62,561
Library Manager, Senior *	$49,283	$59,139	$68,996
Library Supervising Secretary	$24,879	$29,854	$34,830
Library Supervisor/Branch	$33,362	$40,035	$46,707
Library Supervisor/Central	$33,362	$40,035	$46,707
Library Support Services Administrator *	$40,528	$48,633	$56,739
Library Technical Supervisor	$28,816	$34,579	$40,342
Library Youth Services Coordinator *	$42,556	$51,068	$59,579
Lieutenant	$54,752	$60,242	$65,707
Lieutenant, Corrections	$50,635	$55,700	$60,762
Litigation Counsel *	$49,283	$59,139	$68,996
Loss Control Specialist	$31,774	$38,128	$44,483
Major *	$60,338	$66,370	$72,403
Major, Corrections *	$57,970	$63,767	$69,565
Management Assistant, DCC *	$40,528	$48,633	$56,739
Management Assistant, DES *	$40,528	$48,633	$56,739
Management Auditor 1 *	$27,447	$32,937	$38,426
Management Auditor 2 *	$30,253	$36,303	$42,354
Management Auditor, Senior *	$33,362	$40,035	$46,707
MCSO Office Operations Supervisor	$30,253	$36,303	$42,354

MCSO Personnel Administrator *	$40,528	$48,633	$56,739
Mental/Emotional Disabilities Manager *	$44,686	$53,624	$62,561
Office Automation Administrator	$40,528	$48,633	$56,739
Operations Administrator	$33,362	$40,035	$46,707
Operations Supervisor	$27,447	$32,937	$38,426
Operations/Telecommunications Manager *	$44,686	$53,624	$62,561
Payroll Supervisor	$36,776	$44,132	$51,487
Pharmacist	$42,009	$45,510	$49,011
Physician **	$57,041	$68,449	$79,857
Planning Manager *	$46,934	$56,321	$65,708
Probation/Parole Supervisor	$36,776	$44,132	$51,487
Program Develop & Eval Manager *	$44,686	$53,624	$62,561
Program Development Specialist, Senior	$35,019	$42,023	$49,027
Program Services Admin/MHYFS	$36,776	$44,132	$51,487
Property Management Supervisor	$33,362	$40,035	$46,707
Public Guardian	$38,602	$46,323	$54,043
Public Relations Coordinator *	$40,528	$48,633	$56,739
Purchasing Manager *	$46,934	$56,321	$65,708
Purchasing Specialist Supervisor	$35,019	$42,023	$49,027
Records Administrator	$38,602	$46,323	$54,043
Risk Manager *	$42,556	$51,068	$59,579
Road Maintenance Manager *	$44,686	$53,624	$62,561
Road Maintenance Supervisor	$31,774	$38,128	$44,483
Road Maintenance Systems Administrator	$36,776	$44,132	$51,487
Safety Specialist/Transportation	$31,774	$38,128	$44,483
Selection and Acquisition Administrator	$42,556	$51,068	$59,579
Sheriff	$62,618	$75,141	$87,665
Sheriff's Operations Administrator	$33,362	$40,035	$46,707
Stack Services Supervisor	$28,816	$34,579	$40,342
Staff Assistant */***	$0	$0	$0
Staff Assistant/Sheriff's Office *	$33,362	$40,035	$46,707
Systems Administrator	$40,528	$48,633	$56,739
Tax Collection Manager *	$44,686	$53,624	$62,561
Technical Support Manager *	$44,686	$53,624	$62,561
Telecommunications Administrator	$40,528	$48,633	$56,739
Traffic Aids Manager *	$44,686	$53,624	$62,561
Traffic Aids Supervisor	$31,774	$38,128	$44,483
Transportation Manager, Senior *	$54,320	$65,184	$76,048
Transportation Support Services Manager *	$42,556	$51,068	$59,579
Transportation Planning Administrator	$36,776	$44,132	$51,487
Treasury Administrator	$40,528	$48,633	$56,739
Undersheriff *	$66,370	$73,110	$79,644
Valuation Manager *	$49,283	$59,139	$68,996
Victim Services Administrator	$36,776	$44,132	$51,487
Volunteer Program & Bookstore Admin.	$40,528	$48,633	$56,739
Worker's Compensation Specialist	$31,774	$38,128	$44,483

* Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

** Premium pay up to 10% over base pay when physician is assigned extra responsibilities for medical program and when Physician or Dentist is assigned to one of the correctional facilities.

*** Pay for elected official's staff to be determined by respective elected official pursuant to MCC 3.30.100 (B) (2).

Meeting Date: JUN 16 1994
Agenda No.: R-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Adopting and Defining Various Funds

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: June 16, 1994

Amount of Time Needed: 10 minutes

DEPARTMENT: MSS DIVISION: Finance

CONTACT: Jean Uzelac TELEPHONE #: x2766
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Jean Uzelac

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Resolution adopts and defines policies and fund structure as the guidelines for accounting for County resources and expenditures. Replaces Resolution No. 93-261.

6/17/94 copies to Jean Uzelac, Dave Boyer & Dave Warren

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Dave Boyer

1994 JUN -7 AM 12:09
PAUL J. NORAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES	(503) 248-5015	(503) 248-5170 TDD	PORTLAND BUILDING
FINANCE	(503) 248-3312		1120 S.W. FIFTH, 14TH FLOOR
LABOR RELATIONS	(503) 248-5135		P.O. BOX 14700
PLANNING & BUDGET	(503) 248-3883		PORTLAND, OREGON 97214
RISK MANAGEMENT	(503) 248-3797		
PURCHASING, CONTRACTS & CENTRAL STORES	(503) 248-5111		2505 S.E. 11TH, 1ST FLOOR PORTLAND, OREGON 97202

MEMORANDUM

TO: Board of County Commissioners

FROM: Dave Boyer, Finance Director

DATE: June 6, 1994

REQUESTED PLACEMENT DATE: June 16, 1994

SUBJECT: Resolution Adopting and Defining Various Funds

I. Recommendation/Action Requested:

Approve resolution replacing Resolution No. 93-261 to adopt and define various funds for the 1994-95 fiscal year.

II. Background Analysis:

This resolution defines the policies and fund structure as guidelines for the financial accounting of County resources and expenditures.

III. Financial Impact:

None.

IV. Legal Issues:

None.

V. Controversial Issues:

None that I am aware of.

VI. Link to Current County Policies:

The revised resolution is consistent with County policy.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

None.

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

In the Matter of Adopting)
and defining the various)
County Funds.)

RESOLUTION NO. 94-118

WHEREAS, the Board of County Commissioners of Multnomah County has the responsibility to ensure that the County's financial records are maintained; and

WHEREAS, the Chair, Board of County Commission is responsible under MCC 2.30.450 for the fiscal operations of the County; and

WHEREAS, the Board has established various funds in the County's budget.

THEREFORE, BE IT RESOLVED that the Multnomah County Board of Commissioners adopts and defines the following policies and fund structure as the guidelines for the financial accounting of County resources and expenditures.

GOVERNMENTAL FUNDS

Basis of Accounting

The County maintains all Governmental Fund Types including: the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded in the accounting period in which they become measurable and available, and expenditures are recorded at the time liabilities are incurred.

GENERAL FUND

General Fund (100) - Accounts for the financial operations of the County which are not accounted for in any other fund. The principal sources of revenue are property taxes, business income taxes, motor vehicle rental taxes, intergovernmental revenue, and interest income. Primary expenditures in the General Fund are made for general government, public safety, health services, aging services, and youth and family services.

The General Fund also accounts for the repayment of short-term debt interest expenses incurred through the sale of short-term promissory notes.

SPECIAL REVENUE FUNDS

Special Revenue Funds are authorized for a specific purpose and generally operate on a year-to-year basis until the Fund is discontinued or revised by proper legislative authority. In the event the Fund is discontinued, any excess funds would be returned to the originating jurisdiction or the County General Fund.

Road Fund (150) - In accordance with ORS 366.524 - 366.542 and ORS 368.705, accounts for revenues primarily received from the State of Oregon motor vehicle fee apportionments, County gasoline taxes, federal reserve yield, and interest income. Expenditures are restricted by Article IX, Section 3A of the Constitution of the State of Oregon and consist of construction, repair, maintenance, and operations of public highways and roads.

Emergency Communications Fund (151) - Accounts for revenues received from the State Telephone Excise Tax. Expenditures are restricted for the Emergency Communication Network in conjunction with the City of Portland, pursuant to Multnomah County Code 5.90.060.

Natural Areas Acquisition and Protection Fund (153) - Accounts for the acquisition, protection and management of natural areas. Revenues are derived from the sale of property and interest income. Authorized by Resolution 90-57, as amended by Resolution 93-338.

Bicycle Path Construction Fund (154) - Accounts for one percent of State of Oregon Motor Vehicle fees collected pursuant to ORS 366.514. Expenditures are restricted by ORS for bicycle path construction and maintenance.

Recreation Fund (155) - Accounts for the collection and disbursement of revenues from various funding sources on a pass through basis. Parks Services and Exposition Center operations were transferred to Metro on January 1, 1994. This fund was formally an Enterprise Fund.

Federal/State Program Fund (156) - Accounts for the majority of dedicated revenues and expenditures related to federal and state financial assistance programs (grants). Also accounts for General Fund contributions (match) and operational revenues.

County School Fund (157) - Accounts for funds transferred from General Fund and Forest Reserve yield revenues received from the State pursuant to ORS 328.005 - 328.035. Funds are distributed to the County School districts.

Tax Title Land Sales Fund (158) - Accounts for the receipt and sale of foreclosed properties. Under the provision of ORS 275.275, these revenues are distributed to the taxing districts in Multnomah County.

Animal Control Fund (159) - Accounts for revenues from dog and cat licenses, control fees. Cash transfers are made to the General Fund for animal control activities.

Willamette River Bridge Fund (161) - Accounts for State of Oregon Motor Vehicle fees and County gasoline taxes which are transferred from the Road Fund. Expenditures are made for inspections and maintenance of the Hawthorne, Morrison, Burnside, Sellwood, and Broadway bridges.

Library Fund (162) - Accounts for the Multnomah County Public Library operations. Property taxes from a three-year special serial levy and transfers from the General Fund are the principal sources of revenue. The Multnomah County Public Library was established by Ordinance 649 pursuant to ORS 357.400 - 375.610.

County Fair Fund (164) - In accordance with ORS 565.210 - 565.450, accounts for the revenues and expenditures of the annual County Fair.

Convention Center Fund (166) - Accounts for a portion of the County's transient lodging taxes collected from all hotels and motels in the County. Expenditures are to be used for Convention Center purposes pursuant to Multnomah County Code 5.50.

Land Corner Preservation Fund (167) - Accounts for the collection of recording fees on real property transactions and surveying activities. Expenditures are made for the establishment, re-establishment, and maintenance of public corners of government surveys pursuant to ORS 203.148 and Multnomah County Code 5.10.270.

Inmate Welfare Fund (168) - Accounts for the proceeds from the sale of commissary items. Purchases are made for supplies for inmates in County jails. Excess funds are used on inmate amenities such as recreation equipment for the institutions.

Jail Levy Fund (169) - Accounts for the three-year Inverness Jail levy approved by the voters in November 1989 and May 1993. Property taxes are the principal source of revenue. The Inverness Jail Operating expenditures are also recorded in this fund.

Assessment and Taxation Fund (175) - This fund was established as a result of the adoption of a statewide system aimed at assuring the quality and consistency of property assessment and tax collection of all counties, by the Oregon Legislature in 1989. This system involves State Department of Revenue examination of all Oregon counties' Assessment and Taxation budgets, includes a partial subsidy of those budgets based on recording fees imposed in 1989.

Justice Services Special Operations Fund (180) - This fund was established in the 1993-94 budget to account for revenues previously placed in the General Fund that are dedicated to Justice Services in the Community Corrections Department, the District Attorney's Office, and the Sheriff's Office. This fund accounts for probation fees, criminal processing assessment fees, conciliation court fees and marriage license fees for the Community Corrections Department. This fund accounts for revenues received from forfeitures and video lottery for the District Attorney's Office. This fund also accounts for the Sheriff's Office revenues received from forfeitures, alarm permits, concealed weapon permits, gun ordinance fees and liquor license fees collected for civil processing inspection.

DEBT SERVICE FUNDS

Debt Service Funds exist until all long-term debt is repaid. Once the debt is repaid, any monies remaining in the fund are returned to the originating jurisdiction or County fund.

Capital Lease Retirement Fund (225) - Accounts for lease/purchase principal and interest payments for buildings and major pieces of equipment acquired by the issuance of Certificates of Participation or other lease/purchase arrangements. Revenues consist of service reimbursements and cash transfers from other County funds.

Library Bond Sinking Fund (226) - This fund accounts for the retirement of General Obligation Bonds approved in May 1993 to repair the Central Library and construction of the Midland Library. Proceeds are derived from property taxes.

CAPITAL PROJECTS FUNDS

Capital Projects Funds operate until the capital project is completed. Upon completion, any remaining cash is transferred to the Debt Service Fund to retire debt associated with the construction or acquisition of designated fixed assets or to the originating source of the funds.

Equipment Lease\Purchase Fund (234) - Accounts for expenditures for long-term lease purchases of equipment. Resources are derived from certificates of participation proceeds and other lease/purchase agreements and General Fund service reimbursements.

Facilities Lease/Purchase Project Fund (235) - Accounts for expenditures for long-term lease/purchases of property, remodeling, and construction of County facilities. Resources are derived from certificates of participation proceeds and other lease/purchase agreements and General Fund service reimbursements.

Library Construction Fund (236) - This fund accounts for the expansion of the Midland Library and renovation of the Central Library. Proceeds are derived from the sale of General Obligation Bonds approved by the voters May 18, 1993.

Capital Improvement Fund (240) - Accounts for the proceeds derived from the sale of unrestricted property, interest income, and any service reimbursement or operating revenue from leased facilities. Expenditures are made for capital acquisitions or for the retirement of lease/purchases. Authorized by Resolution 90-57, as amended by Resolution 93-338.

PROPRIETARY FUNDS

Basis of Accounting

The County maintains all Proprietary Fund Types including: Enterprise Funds using the full accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded at the time they are earned, and expenses are recorded at the time liabilities are incurred.

Internal Service Funds are entirely or predominantly self-supporting by user charges, operating earnings, or transfers from other funds. These funds, authorized under ORS 294.470, are considered to have indefinite life. In the event the fund is discontinued, any excess funds would be returned to the originating jurisdictions or County Fund.

ENTERPRISE FUNDS

Library Entrepreneurial Initiatives Fund (362) - Accounts for all miscellaneous non-tax revenues received by the Library, with the exception of the "Title Wave" bookstore. The fund is dedicated solely for Library improvement or enhancement purposes.

CareOregon Fund (390) - Accounts for all financial activity associated with the operation of a managed health care system known as CareOregon. This includes payments to providers with whom the County has contracted for service to enrollees. Multnomah County is administrative agent for this collaborative partnership between Multnomah County Health Department, Oregon Health Science University, Clackamas County Health Department, and private nonprofit Community and Migrant Health Centers across Oregon.

INTERNAL SERVICE FUNDS

Insurance Fund (400) - Accounts for all internal service reimbursements, revenues, and expenses associated with the County's insurance requirements and administration of workers' compensation, general liability, tort, auto, property, employee medical, dental, vision, life and long-term disability claims and insurance, employee benefits, health promotion, post-retirement benefits, and unemployment insured and self-insured programs pursuant to Multnomah County Code 2.60.115 to 2.60.150.

Fleet Management Fund (401) - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's motor vehicle fleet.

Telephone Fund (402) - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's telephone system.

Data Processing Fund (403) - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's data processing services and operations.

Mail Distribution Fund (404) - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's U.S. Mail, internal distribution and delivery.

Facilities Management Fund (410) - Accounts for internal service reimbursements, revenues and expenses associated with the administration and operation of the County's property management, custodial, maintenance and leasing of all County-owned and leased property. Prior to Fiscal Year 1994-95 operations were accounted for in General Fund (100).

FIDUCIARY (AGENCY) FUNDS

These agency funds account for resources received and held by the County in a fiduciary capacity. Disbursements are made in accordance with the agreement or applicable legislative enactment for each particular fund. The agency funds are as follows:

Public Guardian Fund (450) - Accounts for receipts and disbursements for individuals who are not capable of handling their own financial affairs.

Library Retirement Fund (480) - Accounts for the receipt and disbursement of funds for the Library Retirement Plan. The fund was established in Fiscal Year 1990-91 as a result of the Library merging with the County.

Sundry Taxing Bodies Fund (500) - Accounts for the collection of property taxes for all governmental entities located in Multnomah County and the disbursement of the collections to such entities.

Clearing Fund (503) - Accounts for Multnomah County checks outstanding, accrued payroll and payroll deductions payable and investments.

Deferred Compensation Fund (515) - Accounts for voluntary withholdings from employee's wages on which income taxes are deferred until the time of withdrawal.

Department and Offices Agency Fund (505) - Accounts for the collection and disbursement of various monies held. Multnomah County maintains several sub-funds which are used to account for the receipt of resources held by the County in a fiduciary capacity. Disbursements are made in accordance with the agreement or applicable legislative enactment for each particular fund:

Sheriff's Revolving (853) - Accounts for the costs of extraditing prisoners which are prepaid by the County. Reimbursement is received from the State of Oregon as specified in ORS 206.315.

Fair Apportionment (859) - Accounts for payments made to specified exhibitors at the Multnomah County Fair. Payments are made from the County's apportionment of State racing revenue as specified in ORS 565.280 and 565.290.

Medical Examiner (865) - Accounts for funds belonging to deceased persons. The County holds these funds until they are claimed by the deceased's heirs or, after five years, are transferred to the State Land Board.

MCSO Forfeitures (880) - Accounts for cash transactions subject to forfeiture under 1989 Oregon Law, Chapter 791.

Animal Control Grooming Area (887) - Accounts for donations held in trust to remodel the existing grooming area at Animal Control and for new equipment.

Animal Control Adoption Outreach Project (889) - Accounts for donations held in trust to operate the Second Chance Adoption Program at Clackamas Town Center storefront for animals not adopted at regional Animal Control Centers.

This resolution replaces Resolution No. 93-261.

ADOPTED this 16th day of June, 1994.

BOARD OF COUNTY COMMISSIONERS OF MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:

By _____
for Laurence Kressel, County Counsel
of Multnomah County, Oregon

N:\DATA\WPCENTER\FINANCE\LDDB2695

Meeting Date: JUN 16 1994

Agenda No.: R-10

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to Collective Bargaining Agreement

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: June 16, 1994
Amount of Time Needed: 5 Minutes

DEPARTMENT: Nondepartmental DIVISION: Labor Relations

CONTACT: Ken Upton TELEPHONE: X-5135
BLDG/ROOM: 106/1400

PERSON(S) MAKING PRESENTATION: Ken Upton

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [XX] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if available):

Amendment to 1992-95 Collective Bargaining Agreement Between Multnomah County, the Sheriff of Multnomah County and the Multnomah County Deputy Sheriffs Association

6/16/94 originals to Ken Upton

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN -9 PM 3:03

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein
OR
DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.

Beverly Stein, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
P.O. Box 14700
Portland, Oregon 97204
(503) 248-3308

M E M O R A N D U M

TO	:	Board of County Commissioners
FROM	:	Ken Upton
DATE	:	June 9, 1994
RE	:	Supplemental Staff Memorandum to Amendment to 1992-95 Collective Bargaining Agreement Between Multnomah County, the Sheriff of Multnomah County, and the Multnomah County Deputy Sheriffs Association

I. Recommendation/Action Requested

Recommend approval of above cited collective bargaining agreement.

II. Background/Analysis

This amendment has been reviewed with the Board in Executive Session and provides for a voluntary layoff process in layoffs related to annexation or intergovernmental agreement.

III. Financial Impact

Hypothetically, to the extent that other Deputies with different pay rates might have been transferred under the current agreement, a slightly different fiscal result would be expected.

IV. Legal Issues

None.

V. Controversial Issues

Results in significantly different employees being transferred than would result from a seniority system.

"Printed on recycled paper."

VI. Link to Current County Policies

Alteration of current policy regarding layoff of Deputies.

VII. Citizen Participation

None.

VIII. Other Government Participation

The City of Portland has been made aware of names of employees which would result from application of this Amendment.

MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES	(503) 248-5015	(503) 248-5170 TDD
FINANCE	(503) 248-3312	
LABOR RELATIONS	(503) 248-5135	
PLANNING & BUDGET	(503) 248-3883	
RISK MANAGEMENT	(503) 248-3797	
PURCHASING, CONTRACTS & CENTRAL STORES	(503) 248-5111	

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

TO: Board of County Commissioners

FROM: Kenneth Upton, Labor Relations Manager

DATE: May 31, 1994

SUBJECT: Sheriff's Proposed Amendment

As a follow-up to my memorandum to the Board and Sheriff of May 26, I met with the Sheriff and Pieter Van Dyke to review an amendment which would be reflect the position of the Sheriff. A copy is attached. The Association has indicated that they are supportive of this amendment conceptually. There exists a technical question, however, regarding the relationship of Sergeant and Deputy layoffs in light of the recent filling of all Sergeant positions by the City of Portland. This issue would need to be clarified to ensure a clear, technically administratable amendment.

If you have any questions, please call.

c: Robert Skipper
Randy Amundson
John Bunnell

Attachment

File: MCDSA Contract Administration

F:\DATA\WPCENTER\LABREL\JSKU0071

BOARD OF
COUNTY COMMISSIONERS
1994 MAY 31 AM 8:37
MULTNOMAH COUNTY
OREGON

– Draft May 27, 94 –

AMENDMENT TO

COLLECTIVE BARGAINING

AGREEMENT

Witnesseth

WHEREAS, Multnomah County, Oregon (the County), the Sheriff of Multnomah County, Oregon (the Sheriff), and the Multnomah County Deputy Sheriffs Association (the Association) have entered into a collective bargaining agreement for the period 1992-95 (the Agreement), and

WHEREAS, Article 14, Section H of the Agreement provides for specific terms involving any layoff which may result from annexation, and

WHEREAS, contemplated budgetary actions by the County related to annexation by the City of Portland of certain areas of unincorporated Multnomah County, and/or budgetary actions related to the transfer of functions from the County to the City, would result in the layoff of employees represented by the Association, and

WHEREAS, there is a desire of the parties to modify the impact of the above actions on employees both as may relate to these actions and other such actions which may occur during the life of the Agreement,

NOW THEREFORE, it is agreed the Agreement is amended to delete the current Article 14, Section H and to substitute the following:

"H. Annexation and Intergovernmental Agreements

In the event of layoffs resulting from annexation, or any intergovernmental agreement allowable under this Agreement, the order of layoff within the affected classification shall be by a reasonable

procedure developed by the Sheriff allowing for employees to voluntarily opt for layoff by seniority order beginning with the most senior. If sufficient volunteers for any layoff are not available, the remaining employees shall be selected for layoff in reverse order of seniority."

Except as modified by this Amendment, the Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 1994.

MULTNOMAH COUNTY DEPUTY SHERIFFS ASSOCIATION

By _____

By _____

By _____

By _____

By _____

MULTNOMAH COUNTY, OREGON BOARD OF COMMISSIONERS

By _____
Chair

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

MULTNOMAH COUNTY, OREGON SHERIFF

By _____
Sheriff

REVIEWED:

_____
Laurence Kressel
County Counsel
Multnomah County, Oregon

NEGOTIATED BY:

_____
Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

N:\DATA\WPCENTER\LABREL\LBKU105

AMENDMENT TO

COLLECTIVE BARGAINING

AGREEMENT

Witnesseth

WHEREAS, Multnomah County, Oregon (the County), the Sheriff of Multnomah County, Oregon (the Sheriff), and the Multnomah County Deputy Sheriffs Association (the Association) have entered into a collective bargaining agreement for the period 1992-95 (the Agreement), and

WHEREAS, Article 14, Section H of the Agreement provides for specific terms involving any layoff which may result from annexation, and

WHEREAS, contemplated budgetary actions by the County related to annexation by the City of Portland of certain areas of unincorporated Multnomah County, and/or budgetary actions related to the transfer of functions from the County to the City, would result in the layoff of employees represented by the Association, and

WHEREAS, there is a desire of the parties to modify the impact of the above actions on employees both as may relate to these actions and other such actions which may occur during the life of the Agreement,

NOW THEREFORE, it is agreed the Agreement is amended to delete the current Article 14, Section H and to substitute the following:

"H. Annexation and Intergovernmental Agreements

1. Order of Layoff Within Classification

In the event of layoffs resulting from annexation, or any intergovernmental agreement allowable under this Agreement, the order of layoff within the affected classification shall be by a reasonable procedure developed by the Sheriff allowing for employees to voluntarily opt for layoff by seniority order beginning with the most senior. If sufficient volunteers for any layoff are not available, the remaining employees shall be selected for layoff in reverse order of seniority.

2. Order of Classifications Subject to Layoff

The layoff process prescribed in "1" above shall be applied first to the classification of Sergeant. Following the voluntary portion of the layoff process in application to the Sergeant classification, any remaining Sergeant may voluntarily demote to the classification of Deputy Sheriff and be placed appropriately on that seniority list.

3. Status of Employees Transferred or Voluntarily Demoted

Employees who are laid off for the purpose of transfer to another government under the terms of this section ("H"), or voluntarily demote under the terms of Subsection "2" above, shall not be placed on a layoff list.

4. Time Limits

The time limits for layoff notices and transfers resulting from application of this section ("H") are waived in application to any layoff occurring in June or July of 1994."

Except as modified by this Amendment, the Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 1994.

MULTNOMAH COUNTY DEPUTY SHERIFFS ASSOCIATION

By _____

By _____

By _____

By _____

By _____

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS

By _____
Chair

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

MULTNOMAH COUNTY, OREGON
SHERIFF

By _____
Sheriff

REVIEWED:

_____
Laurence Kressel
County Counsel
Multnomah County, Oregon

NEGOTIATED BY:

_____
Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

N:\DATA\WPCENTER\LABREL\LBKU105

I must leave before 10 AM, but just in case...

Left before Item Read

PLEASE PRINT LEGIBLY!

MEETING DATE 6-16-94

NAME Marty Howard

ADDRESS 6700 SE Yamhill

STREET Portland 97215

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-11

SUPPORT X **OPPOSE** _____

SUBMIT TO BOARD CLERK

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 6/16/94

NAME Stephen Kafoury

ADDRESS 3041 NE 16 PPS SCHOOL BOARD
STREET

PDX 97212
CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-11

SUPPORT X **OPPOSE** _____

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 6/15/94

NAME Susan Stoner

ADDRESS 1801 NE Couch

STREET PORTLAND OR

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-11

SUPPORT X **OPPOSE** _____

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE 6/16/94

NAME CAROL TURNER

ADDRESS 3109 NE 15th

STREET Portland 97212

CITY Responsible **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # on School Support R-11

SUPPORT ✓ **OPPOSE** _____

SUBMIT TO BOARD CLERK

#4

PLEASE PRINT LEGIBLY!

MEETING DATE 6-16-94

NAME Tom CROPPER

ADDRESS PO Box 18025

STREET

PORTLAND, OR 97218

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-11

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

#5

PLEASE PRINT LEGIBLY!

MEETING DATE 6-16-94

NAME Charlotte Cook SCHOOLS FOR THE CITY

ADDRESS 9424 N Polk

STREET

Portland 97203

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R 11

SUPPORT ✓ **OPPOSE** _____

SUBMIT TO BOARD CLERK

#6

PLEASE PRINT LEGIBLY!

MEETING DATE 6-16-94

NAME Ed Sheets CHAIR, CITIZEN PPS BUDGET COMMITTEE

ADDRESS 3055 NW Cumberland Rd
STREET

Portland Or 97210
CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-11

SUPPORT ✓ **OPPOSE** _____

SUBMIT TO BOARD CLERK

#7

PLEASE PRINT LEGIBLY!

MEETING DATE 6/16/94

NAME Vicky Barrows Portland Assn of Teachers

ADDRESS 345 NE 8th

STREET Portland OR 97219

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-11

SUPPORT ✓ **OPPOSE** _____

SUBMIT TO BOARD CLERK

MEETING DATE: JUN 16 1994

AGENDA NO: R-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution in the Matter of Creating the School Support Reserve Fund and Establishing Guidelines for Receipts and Disbursements

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: June 16, 1994

Amount of Time Needed: 15 minutes

DEPARTMENT: Non-Departmental **DIVISION:** BCC/Cmsnr Dan Saltzman

CONTACT: Dan Saltzman **TELEPHONE #:** 248-5220
BLDG/ROOM #: 106/1500-1

PERSON(S) MAKING PRESENTATION: Dan Saltzman

ACTION REQUESTED:

[] INFORMATIONAL ONLY [] POLICY DIRECTION [X] APPROVAL [] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, in applicable):

While school districts in Multnomah County are facing cutbacks due to insufficient funds, Multnomah County government faces the possibility of collecting revenues in excess of amounts budgeted for Fiscal Year 1994-1995. The Board of County Commissioners has already determined that the first million dollars of general fund revenue above current estimates be placed in reserve. This resolution would place all unanticipated general fund revenues beyond that million in reserve to assist Multnomah County School Districts in serving their students.

6/10/94 copies to Elected Officials, Department Managers, Mark Weiner, Bill Farver, Rhys Scholes, Maria Rojo de Steffey & Debra Farrell & Jean Bucciarelli

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dan Saltzman

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the office of the Board Clerk 248-3277/248-5222

1994 JUN -9 PM 3:05
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN Dan

TODAY'S DATE: JUNE 9, 1994

REQUESTED PLACEMENT DATE: JUNE 16, 1994

RE: Resolution in the Matter of Creating the School Support Reserve Fund and Establishing Guidelines for Receipts and Disbursements

I. Recommendation/Action Requested:

Approval of resolution.

II. Background/Analysis

While school districts in Multnomah County are facing cutbacks due to insufficient funds, Multnomah County government faces the possibility of collecting revenues in excess of amounts budgeted for Fiscal Year 1994-1995. The Board of County Commissioners has already determined that the first million dollars of general fund revenue above current estimates be placed in reserve. This resolution would place all unanticipated general fund revenues beyond that million in reserve to assist Multnomah County School Districts in serving their students.

At a time when local governments are expressing an interest in assisting the schools, this measure makes tangible Multnomah County's commitment to do so.

III. Financial Impact

As this fund would contain unanticipated general fund revenues in excess of current estimates, there would be no effect on the approved FY 94-95 budget.

IV. Legal Issues

There are no legal issues.

V. Controversial Issues

The general question of whether it is appropriate to dedicate revenues.

VI. Link to Current County Policies:

This resolution reaffirms the County's commitment to create conditions for children that will enable them to be healthy, safe and well cared for.

VII. Citizen Participation:

Public testimony at the regular hearing for this matter.

VIII. Other Government Participation:

This will help relieve financial pressure on school districts within Multnomah County. It is also consistent with similar actions taken by the City of Portland.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Creating the School Support Reserve Fund and Establishing Guidelines for Receipts and Disbursements	)))	RESOLUTION

WHEREAS it is part of Multnomah County's mission to create conditions for children that will enable them to be healthy, safe and well cared for; and

WHEREAS services currently provided by school districts within Multnomah County play an essential role in that task; and

WHEREAS school districts in Multnomah County face the elimination of many of these services due to insufficient funding; and,

WHEREAS some of these services could be effectively and appropriately provided by Multnomah County; and,

WHEREAS there is a reasonable expectation that revenues to Multnomah County will increase during the 1994-1995 fiscal year; and,

WHEREAS that gives Multnomah County the opportunity to offer assistance to school districts.

THEREFORE BE IT RESOLVED:

1. There is hereby created a School Support Reserve Fund;

2. That the first million dollars of general fund revenues received by Multnomah County in excess of July 1, 1994 estimates be placed in Multnomah County's general reserve as unappropriated balance.

3. That all general fund revenues in excess of that amount be placed in the School Support Reserve Fund.

4. The Fund shall be dedicated solely to funding services provided to students in Multnomah County Public Schools.

5. Disbursements from this fund will be made as part of the 1995-1996 fiscal year budget process, and will be determined through discussions between school districts within Multnomah County and the Board of County Commissioners.

ADOPTED this _____ day of _____, 1994.

BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED

_____
Laurence Kressel
County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Creating the Schools/County)
Benchmark Account and Establishing) R E S O L U T I O N
Guidelines for Receipts and Disbursements)

WHEREAS it is part of Multnomah County's mission to create conditions for children that will enable them to be healthy, safe and well cared for; and

WHEREAS services currently provided by school districts within Multnomah County play an essential role in that task; and

WHEREAS school districts in Multnomah County face the elimination of many of these services due to insufficient funding; and

WHEREAS some of these services could be effectively and appropriately provided by Multnomah County; and

WHEREAS the possibility of increased revenues gives Multnomah County the opportunity to offer assistance to school districts.

WHEREAS, the Portland Multnomah County Progress Board and the Board of County Commissioners have adopted community and county benchmarks, respectively, which express the collective resolve of our community and county and serve as a stimulus for collective effort, and

WHEREAS, the Multnomah Commission on Children and Families (MCCF) is a thirty member group composed of citizen and professional representatives of schools, business, advocacy organizations, law enforcement, early childhood organizations, parks, juvenile, health, and the clergy, and

WHEREAS, the Multnomah Commission on Children and Families has selected key benchmarks to guide its development of a comprehensive plan for children and families, and

WHEREAS, the Multnomah Commission on Children and Families, in conjunction with county departments and divisions, is charged with identifying opportunities to leverage additional money to support families and children, and

WHEREAS, the Board of County Commissioners recognizes that this Benchmark Account does not substitute for a solution to the much larger school funding issue.

THEREFORE, BE IT RESOLVED,

1. There is hereby created a School/County Benchmark Account.

2. That the first $1,000,000 of general fund revenues received by Multnomah County in excess of July 1, 1994 estimates for the 1993-4 fiscal year be placed in Multnomah County's general reserve as unappropriated balance.

3. That all general fund revenues in excess of $1,000,000 above July 1, 1994 revenue estimates for 1993-94 be placed in the School/County Benchmark Account.

4. The Schools/County Benchmark Account shall be dedicated to funding innovative, collaborative strategies between and among the County and the school districts in the County which assist in achieving the MCCF Benchmarks for children and families and which enable the schools to reduce their financial obligations.

5. Staff from the Chair's office, the Board, and the MCCF will work with the school districts to define a list of services that the schools have funded that are consistent with the County's mission and are at risk because of funding cutbacks. Staff will report the results to the Board.

6. MCCF, in conjunction with County departments and divisions, shall facilitate the development of innovative, collaborative strategies that continue priority services to students and their families in County schools.

7. MCCF and County departments and divisions will recommend innovative, collaborative strategies to the Chair and Board.

8. MCCF will advocate with other jurisdictions and partners to provide financial support to funding recommended strategies.

9. Disbursements from this fund will be made by the Board of County Commissioners as part of the 1995-6 budget process.

10. The Board of County Commissioners is committed to assisting efforts to find long range solutions to school funding issues.

APPROVED this _____ day of _____, 1994.

MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By _____

PORTLAND PUBLIC SCHOOLS
501 North Dixon Street / Portland, Oregon 97227
Telephone: (503) 249-2000
Mailing Address: P.O. Box 3107 / 97208-3107
OFFICE OF THE SUPERINTENDENT

John E. Bierwirth
Superintendent

June 10, 1994

RECEIVED
JUN 1 4 1994
BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

Beverly Stein
Multnomah County Chair
City of Portland
1120 SW 5th, Room 1410
Portland, OR 97204

Dear Commissioner Stein:

Many thanks for your presentation to the members of the Board of Education last night. Your commitment to children and families was very clear. Given your achievements as a legislator, I was not surprised. However, it is exciting to see the efforts you are initiating as the Multnomah County Executive.

I have asked Bill Beck, our newly appointed Director of Intergovernmental Relations, to follow up with your staff. Bill will ensure that 1) connections are being made between all of the appropriate staff in the Portland Public Schools and your staff, and 2) policy questions are brought to the appropriate level in the School District in a timely manner so implementation can proceed as expeditiously and effectively as possible.

Thanks again.

Sincerely,

John E. Bierwirth
Superintendent

JEB:nf
Attachment

cc: Board of Education
Donald McElroy
Directors
Bill Beck

PORTLAND PUBLIC SCHOOLS

501 North Dixon Street / Portland, Oregon 97227
Mailing Address: P.O. Box 3107 / Portland, Oregon 97208-3107
Phone: (503) 249-2000, Ext. 285

CITIZEN BUDGET REVIEW PROCESS

June 13, 1994

Dear County Commissioners,

The Citizen Budget Review Committee supports the proposal to establish a school support reserve account for Multnomah County schools. We believe this proposal will help maintain programs that keep students interested in school.

We want to thank the County for the Children, Families and School Support Budget Initiative. These County programs are an excellent example of cooperation with our local schools to improve the lives of children.

We appreciate all of your efforts to date and we support the new proposal. The reserve account could expand the programs the County is current supporting.

While establishing this fund is a positive step, everyone needs to realize that the budget problems facing our schools are much larger. For example, in the 1995-1996 school year, Portland Public Schools is facing more than $50 million in additional budget cuts. This is likely to mean closing some school buildings and laying off one-third of the teachers.

Portland prides itself as a livable city. A place where people can work, play, and raise families. Portland Public Schools had been adding 1,000 students a year as families moved into our city. This year the district lost more than 300 students. It does not take much to start a stampede out of the public schools. We have seen it happen in Seattle and other cities around the country. We need to ask ourselves: what would Portland be like if we lose a significant number of families?

We hope the County Council will also provide leadership in developing a long term solution to our school funding problems. We don't have much time. If we can't find additional revenue for our schools by next spring the stampede from our schools will begin.

The Citizen Budget Review Committee strongly supports the creation of a reserve fund. We also urge you to work with other elected officials to provide adequate, stable funding for our schools. If you have any questions, please call me at 222-5161.

Sincerely,

Edward W. Sheets

Edward W. Sheets
Chair, Citizen Budget Review Committee

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Creating the Schools/County Benchmark Account and Establishing Guidelines for Receipts and Disbursements	) R E S O L U T I O N) 94-119	

WHEREAS it is part of Multnomah County's mission to create conditions for children that will enable them to be healthy, safe and well cared for; and

WHEREAS services currently provided by school districts within Multnomah County play an essential role in that task; and

WHEREAS school districts in Multnomah County face the elimination of many of these services due to insufficient funding; and

WHEREAS some of these services could be effectively and appropriately provided by Multnomah County; and

WHEREAS the possibility of increased revenues gives Multnomah County the opportunity to offer assistance to school districts.

WHEREAS, the Portland Multnomah County Progress Board and the Board of County Commissioners have adopted community and county benchmarks, respectively, which express the collective resolve of our community and county and serve as a stimulus for collective effort, and

WHEREAS, the Multnomah Commission on Children and Families (MCCF) is a thirty member group composed of citizen and professional representatives of schools, business, advocacy organizations, law enforcement, early childhood organizations, parks, juvenile, health, and the clergy, and

WHEREAS, the Multnomah Commission on Children and Families has selected key benchmarks to guide its development of a comprehensive plan for children and families, and

WHEREAS, the Multnomah Commission on Children and Families, in conjunction with county departments and divisions, is charged with identifying opportunities to leverage additional money to support families and children, and

WHEREAS, the Board of County Commissioners recognizes that this Benchmark Account does not substitute for a solution to the much larger school funding issue.

THEREFORE, BE IT RESOLVED,

1. There is hereby created a School/County Benchmark Account.

2. That the first $1,000,000 of general fund revenues received by Multnomah County in excess of July 1, 1994 estimates for the 1993-4 fiscal year be placed in Multnomah County's general reserve as unappropriated balance.

3. That the next $500,000 of general fund revenues in excess of $1,000,000 above July 1, 1994 revenue estimates for 1993-94 be placed in the School/County Benchmark Account. The amount of money to be placed in the account will be reviewed by the Board following the final receipt of revenues and the November election.

4. The Schools/County Benchmark Account shall be dedicated to funding innovative, collaborative strategies between and among the County and County school districts which assist in achieving the MCCF Benchmarks for children and families and which enable schools to reduce their financial obligations.

5. Staff from the Chair's office, the Board, and the MCCF will work with the school districts to define a list of services that the schools have funded that are consistent with the County's mission and are at risk because of funding cutbacks. Staff will report the results to the Board.

6. MCCF, in conjunction with County departments and divisions, shall facilitate the development of innovative, collaborative strategies that continue priority services to students and their families in County schools.

7. MCCF and County departments and divisions will recommend innovative, collaborative strategies to the Chair and Board.

8. MCCF will advocate with other jurisdictions and partners to provide financial support to funding recommended strategies.

9. Disbursements from this fund will be made by the Board of County Commissioners as part of the 1995-6 budget process.

10. The Board of County Commissioners is committed to assisting efforts to find long range solutions to school funding issues.

APPROVED this 16th day of June, 1994.

MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By _____

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 6-16-94

NAME Kathy Minden

ADDRESS 612 NE 192nd

STREET Portland, OR 97230

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-12

SUPPORT Support Children & Family **OPPOSE** _____

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 6/16/94

NAME SHARON GARY-SMITH

ADDRESS 2642 SE TIBBETTS (CHILDREN FIRST FOR OREGON)

STREET PORTLAND 97202

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-12

SUPPORT Children & Families **OPPOSE** _____

SUBMIT TO BOARD CLERK

MEETING DATE JUN 16 1994

AGENDA NUMBER R-12

AGENDA PLACEMENT FORM

SUBJECT: **Resolution Adopting the 1994-95 Multnomah County Budget** .

BOARD BRIEFING: Date Requested: .

Amount of Time Needed:

REGULAR MEETING: Date Requested: **June 16, 1994** .

Amount of Time Needed: **30 minutes** .

DEPARTMENT: **Nondepartmental** DIVISION **Planning & Budget**

CONTACT: **Dave Warren** TELEPHONE : **248-3822**

BLDG/ROOM: 106/1400

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED

[] INFORMATIONAL ONLY []POLICY DIRECTION [X]APPROVAL []OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Board will meet to review, amend, and adopt the 1994-59 Multnomah County Budget

Attached to the resolution are:

6/17/94 TRUE COPIES AND COPIES TO DAVE WARREN AND DAVE BOYER

1. **a listing of appropriations by department by fund which reflects the spending in the Executive Budget and will be adjusted to reflect any amendments made by the Board. The resolution refers to this as Attachment A**
2. **a listing of proposed amendments. The resolution refers to this as Attachment B.**

7/13/94 COPIES OF Resolution & RECONCILED Attachment A to DAVE BOYER AND COMMISSIONERS

If Tax Supervising makes recommendations to which the Board must respond, an additional attachment to the resolution will be added, Attachment C, documenting the recommendations and the Board's responses.

1994 JUN -8 PM 12:16
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
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TO: Board of County Commissioners

FROM: Dave Warren, Principal Budget Analyst DCW

DATE: June 9, 1994

SUBJECT: Amendment Lists as of June 9, 1994

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 JUN 10 AM 8 16

Attached to this memo are four lists of amendments.

Two of them are variations on what you already have:

- Summary of Budget Changes - shows the additional revenue available for allocation after covering the proposals the Board has agreed to as of June 9. The bottom line is $1,045,519.

- Amendments Discussed on June 8, 1994 - the list of amendments proposed by Commissioners at the work session on June 8. It is three pages long. The first page starts out with a summary of the expenditure amendments agreed to on June 9.

The other two lists are complete listings of all amendments received in the Budget Office. They include requests to reclassify positions, correct double budgeting, reconfigure programs, (Technical Amendments), requests to appropriate revenues not anticipated in the Executive Budget (Revenue Amendments), requests to reappropriate in 1994-95 expenditures budgeted in 1993-94 (Carryover Amendments), and requests to cut, add to, or begin new programs (Program Amendments).

- The first list -- ALL AMENDMENTS -- is on white paper. It lists all the amendments proposed sorted by department.

- The second list -- printed on cream colored paper -- lists the same amendments sorted by type of amendment. I am responsible for the classification scheme. If you have questions about any of the amendments and how they are categorized, please give me a call. When we adopt the budget, I will ask the Board to approved the lists of Technical, Revenue, and Carryover amendments in the same way the Board approves the Consent Agenda. If any amendment on those lists calls for further discussion, it can be removed and dealt with along with the Program amendments. Meganne Steele and I are trying to schedule time with Board Staff to review the amendments and answer detail questions.

c. Jim McConnell
Ginnie Cooper
Tamara Holden
Billi Odegaard
Hal Ogburn
Lolenzo Poe
District Attorney Mike Schrunk
Sheriff Bob Skipper
Betsy Williams

SUMMARY OF BUDGET CHANGES

	AVAILABLE FOR ADDITIONAL ALLOCATION		
	Additional Revenue	1,995,361	Property taxes assuming 10% value growth, additional video lottery receipts reducing general revenue cost of JDH COP's, BIT as budgeted.
	COLA lower than budgeted	369,000	General fund share of savings from lower CPI - total savings $745,000
	Medical/Dental	250,000	General fund share of savings from lower medical/dental rates - total savings $507,000
	Contingency	154,613	Amount in excess of anticipated requirements ($1,250,000 normal contingency and 80,000 wage settlement)
	Balance from Technical Amendments	60,419	
	AGREEMENT OF JUNE 8		
Sheriff	*Restore 10 sworn officers*	*(1,000,000)*	*After Motor Pool reductions*
Sheriff / Community Corrections	*Mental Health and jails*	*(97,874)*	
Social Services	*Homeless singles program*	*(136,000)*	*Quid pro quo for City payment of half of Homeless Action shortfall*
	Allocation for analyses	*(150,000)*	*Sheriff's Office and Public Safety Council*
	Juvenile Security	*0*	*Use COP's, return for Contingency if needed*
	Sick leave for transfers	*(150,000)*	
	Homeless Action revenue loss	*(250,000)*	*Assumes City pays half of shortfall*
	TOTAL UNALLOCATED GENERAL FUND	1,045,519	

AMENDMENTS DISCUSSED ON JUNE 8, 1994 6/9/94 16:09

Proposed by	Dept	Description	Increases / (Decreases) GF Contingency	Decision Deferred	Notes
APPARENT AGREEMENT JUNE 9					
All	SO	Restore 10 sworn officers	(1,000,000)		
Collier / Saltzman / Stein	CFS	Support for single homeless adults	(386,000)		CFS 1 combines this with write off of $250,000 receivable
Stein	DCC	Mental Health and Jails	(64,000)		
Stein	SO	Mental Health and Jails	(33,874)		
		SUBTOTAL APPARENT AGREEMENT	(1,483,874)		
OTHER AMENDMENTS SORTED BY DEPARTMENT					
Collier	ASD	Cut 0.5 Prog Dev Spec for adult care home recreation	21,000		
Collier	CFS	Outside In - food for homeless youth	(25,000)		
Collier	CFS	Marshall High School Coordinator	(25,000)		
Stein	CFS	Substitute for lost grant funding	(24,069)		YEEP
Saltzman	CFS	Asian Acculturation Center	60,000		Defer $60,000 to 95-6, limit funding to OTO in 94-5, require private support
Kelley	CFS	Asian Acculturation Center	100,000		Cut entire Center (total is $160,000, this list splits it to avoid double counting the savings).
Collier	CFS	Cut Respite Care	100,000		
Saltzman	CFS	Cut Hispanic family support and student retention	100,000		
Saltzman	CFS	Cut Touchstone expansion	159,285		
Collier	DA	Juvenile Deputy DA	(67,181)		DA 4
Stein	DA	Juvenile DA	(40,000)		$27,000 from Assessment Fees
Stein	DCC	Substitute for lost grant funding	(45,000)		STOP

Proposed by	Dept	Description	Increases / (Decreases) GF Contingency	Decision Deferred	Notes
Collier / Saltzman	DCC	Annualize Parole/Probation Officer package	0		Funded OTO with State revenue from September on DCC 9, - full year would cost $138,000 of General Fund (DCC 3)
Collier	DCC	Cut allocation for DCC safety	0		$173,000 of State revenue
Saltzman	DCC	Shift drug testing fee revenue into support for PO to supervise sex offenders	0		
Stein	DES	CIP support	(150,000)		
Collier	DES	Adjustment in DP consultant fees for DP plan development	?		
Collier	DES	Support for facilities plan development	?		
Collier	HD	Sanitarian	(44,940)		
Stein	HD	Antiviolence program	(90,000)		
Stein	JJS	Substitute for lost grant funding	(206,920)		Southeast Grit, Transition Coordinator, GIFT
Stein	JJS	Sex Offender evaluation	(30,000)		
Collier	JJS	Cut Save Our Youth	93,000		
Stein	Lib	Additional materials	(100,000)		
Collier	Lib	Cut Library add package	0		Library support to school program / reallocation within Library budget
Collier / Saltzman	Lib	Cut Marketing Director	39,848		Use Entr. Initiative Fund ?
Collier	MSS	"Evaluation" position in Budget Office to assist in designing evaluation components of programs, starting with Juvenile Diversion and sex offenders	(60,000)		Probable cost higher based on current compensation levels
Stein	MSS	Grant specialist	(60,000)		
Collier / Saltzman	MSS	Cut 0.5 Affirmative Action staff	17,539		
Collier	MSS	Cut Fiscal Assistant in Finance	29,242		
Collier / Saltzman	MSS	Cut Labor Relations Specialist	41,968		
Collier	MSS	Cut 1 Deputy County Counsel, shift from General to Ins Fund	?		
Saltzman	NOND	Use at risk youth in reception on 15th floor	(20,000)		
Saltzman	NOND	Cut support for legislative effort	30,000		Budgeted amount is $25,000

Proposed by	Dept	Description	Increases / (Decreases) GF Contingency	Decision Deferred	Notes
Collier	NOND	Cut 1 FTE from Children and Families Commission	32,862		Net General Fund cost
Collier / Saltzman	NOND	Cut Support for Progress Board	60,000		
Collier	NOND	Return Chair's Office staffing to constraint level			
Collier	NOND	Increase for legislative assistance	?		
Kelley	SO	Staff for hospitalized prisoners	(271,716)		5.46 Corrections Officers
Kelley	SO	EMT certification and pay	(244,263)		
Kelley	SO	Restore Records Unit	(191,569)		4.68 Records clerks
Kelley	SO	Fiscal Spec 1 and Prog Eval Spec	(94,882)		
		SUBOTAL OTHER PROPOSALS	(905,796)		

AMENDMENTS — June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			ALL AMENDMENTS			
6/2	ASD 1		Carries over CEP funds	25,000	0.00	0
6/2	ASD 2		Carries over construction costs at Tabor Square Building	36,458	0.00	0
6/2	ASD 3		OA 2	30,000	0.50	502
6/8	ASD 4	*	Cut 0.5 PDS for adult care home recreation	(21,000)	(0.50)	(21,000)
5/23	CFS 1a		Move Brentwood/Darlington contribution from the CIP to Community and Family Services	0	0.00	0
5/12	CFS 1	*	Add $136,000 for homeless singles program as a match to Portland contribution assuming Portland shares 1992-4 homeless families funding shortfall	136,000	0.00	(386,000)
6/2	CFS 2		Reclassifications of 9 positions - no cost	0	0.00	0
6/2	CFS 3		Carries over unspent 1993-94 State Mental Health Grant, appropriates it into program management until State establishes amounts and directs expenditures	1,847,000	0.00	0
6/2	CFS 4		Adjusts 1994-95 State Mental Health Grant to reflect most current State allocation	107,882	0.00	0
6/2	CFS 5		Increases staffing of Involuntary Commitment by shifting 1 position from A&D Assessment, and adding 1 position with State Mental Health Grant carryover.	70,658	1.00	0
6/2	CFS 6		Carries over $3,500 of Partner's Project for consultant to the planning process for managed care	3,630	0.00	0
6/2	CFS 7		Carries over 1993-94 Level 7 funding to 1994-95	144,550	0.00	1,556
6/2	CFS 8		Changes Level 7 allocations, recategorizes contract from Pass Through to Professional Services	10,493	0.00	208
6/2	CFS 9		Carries over estimated 1993-94 unspent grant revenue for Youth programs, appropriates it into administration until actual amounts are known.	41,667	0.00	0
6/2	CFS 10		Appropriates State Mental Health Grant for Local Solutions Developmental Disabilities program. Carries over 93-4 allocation	251,982	3.00	0
6/2	CFS 11	*	Substitutes for lost Byrne grant funding of YEEP	24,237	0.00	(24,069)
6/2	CFS 12	*	Substitutes for lost Byrne grant funding of Family Violence staff	15,105	0.00	(15,000)
6/8	CFS 14	*	Outside In - food for homeless youth	25,000	0.00	(25,000)
6/8	CFS 15	*	Marshall High School coordinator	25,000	0.00	(25,000)
6/8	CFS 16	*	Cut Asian Acculturation Center funding to OTO, reduce amount to $100,000, require private support	(60,000)	0.00	60,000
6/8	CFS 17	*	Cut entire allocation for Asian Acculturation Center	(160,000)	0.00	160,000
6/8	CFS 18	*	Cut new respite care allocation	(100,000)	0.00	100,000

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			ALL AMENDMENTS			
6/8	CFS 19	*	Cut new allocation for Hispanic family support and student retention	(100,000)	0.00	100,000
6/8	CFS 20	*	Cut expanded Touchstone program	(159,285)	(3.00)	153,848
6/2	DA 1		Increases Discovery revenue estimates, purchases 2 personal computers and increases Professional Services.	15,000	0.00	0
6/2	DA 2		Decreases Gresham revenue for Neighborhood DA to 1/2 funding.	0	0.00	(34,323)
6/2	DA 3		Decreases forfeiture carryover, adjusts expenditures.	(20,075)	0.00	0
6/2	DA 4	*	Adds Juvenile Court Trial Deputy.	67,181	1.00	(67,181)
6/8	DA 4a	*	Adds Juvenile Court Trial Deputy. Offsets full cost by recording $27,000 of Assessment fee revenue	40,181	1.00	(40,181)
6/2	DA 5		Replaces 1/2 OA Sr with full time Legal Asst in Neighborhood DA program for child support services. Funded partially with SED revenues.	12,942	0.50	(12,942)
6/2	DA 7		Carries over OTSD Grant, funded through September	25,471	0.50	0
6/2	DA 8		Adds Anti Drug Grant (will be re-done by DA)	147,443	1.00	3,801
6/2	DA 9		Adds FINVEST Grant.	235,980	2.00	10,346
6/3	DCC 1		Moves money from pass-through to personal services to hire staff for Literacy program.	0	1.00	0
5/23	DCC 2		Add Probation Officer funded with drug testing fees and dedicated to supervising predatory sex offenders - in a dedicated fund			See DCC 7
5/23	DCC 3		Increase to full year status the staff added for six months to address PO workload	138,062	5.50	See DCC 9
6/3	DCC 4		Adds 3% COLA for residential drug treatment in Jail Levy fund.	48,638	0.00	?
6/3	DCC 5	*	Funds unexpended state revenue for Safety Task Force recommendations.	173,287	1.00	8,156
6/3	DCC 6		Increases unexpended state revenues, adds City of Portland revenue for 3% COLA for CPA.	448,028	0.00	16,244
6/3	DCC 7	*	Funds Probation/Parole Officer in Intensive Case Management with drug testing fees.	51,400	1.00	2,048
6/3	DCC 8		Adjusts personal services costs with unexpended state revenues.	54,694	0.00	3,270
6/3	DCC 9	*	Increases new Probation/Parole staff from 6 to 10 months. Uses unexpended state revenue.	210,597	6.50	8,391
6/2	DCC 10		Corrects error in Approved Budget to increase costs of drug free housing. Uses state funds.	13,006	0.00	596
6/2	DCC 11		Adds 3% COLA for residential drug treatment in Jail Levy fund.	48,683	0.00	0
6/8	DCC 12	*	Substitutes for lost Byrne grant funding for STOP	45,000	0.00	(45,000)
6/2	DES 1		Carryover capital for Animal Control bldg	90,000	0.00	0

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			ALL AMENDMENTS			
6/2	DES 2		Prof. Svcs. at An. Control for Collection Agency. Will increase revenue by 27,000.	20,000	0.00	7,000
6/2	DES 3		Carryover Non-D Special Approp. for data processing projects	343,175	0.00	0
6/2	DES 4		Carryover obligation to City of Portland for nuisance abatement.	21,696	0.00	0
6/2	DES 5		Carryover contract for title searches (A&T)	35,000	0.00	0
6/2	DES 6		Add 29.700 to A&T for maint. contr. on mini-computer	0	0.00	0
6/2	DES 7		Carryover capital for A&T software	25,000	0.00	0
6/2	DES 8		Carryover Ed. & Training for A&T	3,335	0.00	0
6/2	DES 9		Carryover capital for equipment in Distribution	19,700	0.00	0
6/2	DES 10		Expenditure adjustments to reflect projected revenue in Distr. fund (decreases Fund 404 contingency)	22,611	0.00	0
6/2	DES 11		Carryover Fleet fund capital for equipment ordered but not received in 93-94	124,000	0.00	0
6/2	DES 12		Adjusts Fleet fund expenditures to reflect service levels budgeted by other funds.(adjust contingency)	0	0.00	0
6/2	DES 13		Carryover capital for Electronics equipment	1,200	0.00	0
6/2	DES 14		Transfer PS to MS for custodial contracts	0	(2.00)	0
6/2	DES 15		Carryover Facilities contractually obligated amounts	169,257	0.00	0
6/2	DES 16		Carryover Prof Svcs for FM work order system	40,000	0.00	0
6/2	DES 17		Carryover funds for Battery Bldg (Tax Title)	56,000	0.00	0
6/2	DES 18		Carryover Lease/Purchase Fund projects	(894,418)	0.00	0
6/2	DES 22		Carryover Prof Svcs in DES admin	9,000	0.00	0
6/2	DES 23		Two new positions for Bridge capital projects; adjust contingency as req'd by IGA; reduce captial impr.	0	2.00	0
6/2	DES 24		Carryover Bridge Fund items	73,781	0.00	0
6/2	DES 25		Carryover of National Pollution Discharge Elimination System costs	165,000	0.00	0
6/2	DES 26		Transfer/reclass of employees within Transportation	6,857	0.00	0
6/2	DES 27		Add Sr. OA in Transportation	36,186	1.00	0
6/2	DES 28		Carryover capital projects and equipment not yet recieved for Transportation	4,130	0.00	0
6/2	DES 29		Adjust new capital projects and bike path expenditures from Road Fund.	9,109	0.00	0
6/2	DES 30		Carryover amount from Utilities into Repair & Maint for Facil for jury box and gallery re-vamp.	15,000	0.00	0
6/2	DES 31		Carryover Sheriff's imaging equip. (Lease/Purch fund) (Boyer amend)	441,744	0.00	0

AMENDMENTS — June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			ALL AMENDMENTS			
6/2	DES 32		Increase Cap. expenditures in Library bond fund for remianing G.O. Bonds (Boyer amend)	2,954,000	0.00	0
6/8	DES 33	*	Increase General Fund transfer to the Capital Improvement Fund to cover project costs in 1994-5 or following years	150,000		

	878X0.00				(150,000)
6/8	DES 34	*	Increase contractual allotment for consultant to assist in preparing DP strategic plan	1.00	0
6/8	DES 35	*	Provide allotment for consultant to assist in preparing facilities strategic plan	0.00	0
5/4	HD 1	*	Add appropriate number of additional positions at General Fund expense	44,940	(44,940)
6/2	HD 2		Moves funds from Service Reimbursement from CSD to Service Reimbursement for debt service for purchase of Software AG license	0.00	0
6/2	HD 3		Adds $2,239 of nuisance abatement rev	2,239	0
6/2	HD 4		Adds $1,912,000 to Lease Purchase Project Fund funded with COPs; for North Portland Health Clinic, clinic construction and equipment and for Software AG license for move of Health DP to OHSU	1,912,000	0
6/2	HD 5		Carryover of X-ray capital	40,000	0
6/6	HD6		Adds .7 PDS for volunteer coordination and training	36,488	0
6/6	HD7		Adds .5 Health Serv Spec for teen pregnancy prevention coordination	27,467	0
6/8	HD8		Carryover of capital funds for Roosevelt High Health Clinic	45,000	0
6/2	HD 9	*	Funds antiviolence programs: Coordinator (Public Health) - $60,000, and Five Day Program (30,000)	90,000	1.00 (90,000)
6/2	JJS 1		Reclassifies OA2 to OA/Sr, reallocates M&S appropriations to increase Food and inadvertently omitted Equipment	0.00	0
6/2	JJS 2		Adds State CSD GRIT revenue and passes through to contractors providing gang transition services, also adds $47,000 for Juvenile Inmate Trust Account expenditures based on pay phone revenue.	344,570	0
6/2	JJS 3		Reduces State Edward Byrne grant funds for GIFT and GRIT	(4,125)	(4,125)
6/2	JJS 4	*	Replaces State funding for GIFT, GRIT and Juvenile Parole Transition	206,920	(206,920)
6/2	JJS 5		Adds additional revenue from Washington County for 2 detention beds, with offsetting personnel costs	76,650	0
6/7	JJS 7	*	Evaluation contract for sex offender programs	30,000	0.00 (30,000)

AMENDMENTS — June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			ALL AMENDMENTS			
6/2	JJS 6		Restructures "Save Our Youth" to contract and monitoring	(341)	(1.80)	341
6/8	JJS 8	*	Cuts funding for Save Our Youth program	(93,341)	(2.00)	93,341
6/2	Lib 1		Carryover of Building Mgmt Gresham Branch	32,277	0.00	0
6/2	Lib 2		Carryover of Building Mgmt Technical Svs	161,385	0.00	0
6/2	Lib 3		Carryover of Books/Materials	34,741	0.00	0
6/2	Lib 4		Carryover Books/Materials & Murl Revenue	41,061	0.00	0
6/2	Lib 5		Books and Materials addition	53,795	0.00	(50,000)
6/7	Lib 6	*	Adds computer technology to books and materials budget	107,590	0.00	(100,000)
6/8	Lib 7	*	Remove add packages funded with General Fund, leave resource available for other Library purposes	(121,128)	4.50	0
6/8	Lib 8	*	Cut General Fund support of Marketing Director, pursue funding from Entrepreneurial Initiatives Fund and grants	(39,848)	(0.50)	39,848
6/2	Nond 1		Reclassifies Office Asst 2 to OA/Senior	0	0.00	0
6/2	Nond 2		Equipment carryover Chair	7,800	0.00	0
6/2	Nond 3a		Emgy Mgmt FEMA revenue increase and reclassifies a Program Technician to Program Coordinator	0	0.00	0
6/2	Nond 4		Comm. Kelley equipment carryover	5,449	0.00	0
6/2	Nond 5		CIC increase materials and supplies	2,000	0.00	(2,000)
6/2	Nond 6		Spec Appro. already budgeted in DES	(50,000)	0.00	50,000
6/2	Nond 7		Change in budgeting Spec Appro	0	0.00	0
6/2	Nond 8		Move Progress Board from Chair to Non-County	0	0.00	0
6/2	Nond 9		Carryover prof.svs in Labor Relations	6,000	0.00	0
6/2	Nond10		Carryover Columbia Gorge Panel	??	0.00	0
6/7	Nond 11	*	Adds Grant Specialist to Budget Office	60,000	1.00	(60,000)
6/7	Nond 12	*	Adds Evaluation Specialist to Budget Office	60,000	1.00	(60,000)
6/8	Nond 13	*	Cuts 0.5 Employee Svcs Spec from Affirmative Action	(17,539)	(0.50)	17,539
6/8	Nond 14	*	Cuts Fiscal Asst. from Finance	(29,242)	(0.50)	29,242
6/8	Nond 15	*	Cuts Labor Relations Spec from Labor Relations	(41,968)	(1.00)	41,968
6/8	Nond 16	*	Cuts General Fund supported Deputy County Counsel, requires workload to be assumed by Insurance Fund staff	?		?
6/8	Nond 17	*	Adds allocation to permit at risk youth to staff reception on 15th floor	20,000	0.00	(20,000)
6/8	Nond 18	*	Cut support for legislative effort	(30,000)	0.00	30,000
6/8	Nond 19	*	Reduce funding to Children and Families Commission to the level of State support	(32,862)	(1.00)	32,862
6/8	Nond 20	*	Cut support for Progress Board	(60,000)	0.00	60,000
6/8	Nond 21	*	Returns Chair / Budget Office to constraint level	?		?
6/8	Nond 22	*	Increase support for legislative effort in 1995	?	?	?

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			ALL AMENDMENTS			
6/7	Nond 23		Reduces Hotel/Motel tax payment to Metro, increases payment to Arts Commission	100,000	0.00	0
5/4	PS 1	*	Add Community Corrections and Sheriff's Office components of the Jail Mental Health Program	98,322	1.00	(97,874)
6/2	SO 1	*	Adds 1 post Corrections Officers to guard inmates while hospitalized.	271,716	5.46	(271,716)
6/2	SO 2	*	Adds fiscal staff for program budgeting.	94,882	2.00	(94,882)
6/2	SO 3		Adds OA2 to Concealed Weapons unit. Funded with dedicated revenue.	35,218	1.00	1,713
6/2	SO 4		Returns Court Services Unit to Deputy Sheriffs for full year.	0	0.00	0
6/2	SO 6		Reclasses within Corrections Records, adjusts costs.	(12,211)	0.00	12,211
6/2	SO 7		Carryover professional services for bar coding.	25,883	0.00	0
6/2	SO 8		Carryover capital for levy vehicle.	14,236	0.00	0
6/2	SO 9		Increases budget for phone costs for video imaging.	28,236	0.00	(28,236)
6/2	SO 10		Carryover video imaging equipment.	30,897	0.00	0
6/2	SO 11		Adds revenue, costs of maintenance and communications costs for video imaging.	71,381	0.00	0
	SO 12		Sauvies Island BOEC costs.	1,000	0.00	(1,000)
6/2	SO 13		Carryover training costs of MDT radios.	17,951	0.00	0
6/2	SO 14	*	Restores deputies to Sheriff's Office	1,000,000	11.50	(1,000,000)
6/2	SO 16		Carryover Courthouse security funds.	50,257	0.00	1,257
6/2	SO 17	*	Costs associated with making Patrol Deputies and Sergeants EMT certified.	244,623	0.00	(244,623)
6/8	SO 18	*	Restores 4.68 Records Clerks cut as part of transfer to Portland	191,569	4.68	(191,569)
6/7	ALL 1		Reduces COLA from 3% to 2.5% in Personal Services budgets	(745,000)	0.00	369,000
6/7	ALL 2		Reduces medical/dental insurance amounts for employees who are covered by the County self-insurance plan	(507,000)	0.00	250,000
6/7	Rev 1		Additional property tax, video lottery and BWC estimates	0	0.00	1,995,613
			Net Effect on Contingency			217,320

AMENDMENTS --- June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			TECHNICAL AMENDMENTS			
5/23	CFS 1a		Move Brentwood/Darlington contribution from the CIP to Community and Family Services	0	0.00	0
6/2	CFS 2		Reclassifications of 9 positions - no cost	0	0.00	0
6/2	CFS 8		Changes Level 7 allocations, recategorizes contract from Pass Through to Professional Services	10,493	0.00	208
6/2	DA 3		Decreases forfeiture carryover, adjusts expenditures.	(20,075)	0.00	0
6/3	DCC 1		Moves money from pass-through to personal services to hire staff for Literacy program.	0	1.00	0
6/2	DES 10		Expenditure adjustments to reflect projected revenue in Distr. fund (decreases Fund 404 contingency)	22,611	0.00	0
6/2	DES 12		Adjusts Fleet fund expenditures to reflect service levels budgeted by other funds.(adjust contingency)	0	0.00	0
6/2	DES 14		Transfer PS to MS for custodial contracts	0	(2.00)	0
6/2	DES 18		Carryover Lease/Purchase Fund projects	(894,418)	0.00	0
6/2	DES 23		Two new positions for Bridge capital projects; adjust contingency as req'd by IGA; reduce captial impr.	0	2.00	0
6/2	DES 26		Transfer/reclass of employees within Transportation	6,857	0.00	0
6/2	DES 29		Adjust new capital projects and bike path expenditures from Road Fund.	9,109	0.00	0
6/2	HD 2		Moves funds from Service Reimbursement to ISD to Service Reimbursement for debt service for purchase of Software AG license	12,772		0
6/2	JJS 1		Reclassifies OA2 to OA/Sr, reallocates M&S appropriations to increase Food and inadvertently omitted Equipment	0	0.00	0
6/2	Nond 1		Reclassifies Office Asst 2 to OA/Senior	0	0.00	0
6/2	Nond 5		CIC increase materials and supplies	2,000	0.00	(2,000)
6/2	Nond 6		Spec Appro. already budgeted in DES	(50,000)	0.00	50,000
6/2	Nond 8		Move Progress Board from Chair to Non-County	0	0.00	0
6/2	SO 4		Returns Court Services Unit to Deputy Sheriffs for full year.	0	0.00	0
6/2	SO 6		Reclasses within Corrections Records, adjusts costs.	(12,211)	0.00	12,211
			SUBTOTAL TECHNICAL AMENDMENTS	(912,862)	0.00	60,419

AMENDMENTS --- June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			REVENUE AMENDMENTS			
6/7	ALL 1		Reduces COLA from 3% to 2.5% in Personal Services budgets	(745,000)	0.00	369,000
6/7	ALL 2		Reduces medical/dental insurance amounts for employees who are covered by the County self-insurance plan	(507,000)	0.00	250,000
6/2	ASD 3		OA 2	30,000	0.50	502
6/2	CFS 10		Appropriates State Mental Health Grant for Local Solutions Developmental Disabilities program. Carries over 93-4 allocation	251,982	3.00	0
6/2	CFS 3		Carries over unspent 1993-94 State Mental Health Grant, appropriates it into program management until State establishes amounts and directs expenditures	1,847,000	0.00	0
6/2	CFS 4		Adjusts 1994-95 State Mental Health Grant to reflect most current State allocation	107,882	0.00	0
6/2	CFS 6		Carries over $3,500 of Partner's Project for consultant to the planning process for managed care	3,630	0.00	0
6/2	CFS 7		Carries over 1993-94 Level 7 funding to 1994-95	144,550	0.00	1,556
6/2	CFS 9		Carries over estimated 1993-94 unspent grant revenue for Youth programs, appropriates it into administration until actual amounts are known.	41,667	0.00	0
6/2	DA 1		Increases Discovery revenue estimates, purchases 2 personal computers and increases Professional Services.	15,000	0.00	0
6/2	DA 2		Decreases Gresham revenue for Neighborhood DA to 1/2 funding.	0	0.00	(34,323)
6/2	DA 7		Carries over OTSD Grant, funded through September	25,471	0.50	0
6/2	DA 8		Adds Anti Drug Grant (will be re-done by DA)	147,443	1.00	3,801
6/2	DA 9		Adds FINVEST Grant.	235,980	2.00	10,346
6/2	DCC 10		Corrects error in Approved Budget to increase costs of drug free housing. Uses state funds.	13,006	0.00	596
6/3	DCC 6		Increases unexpended state revenues, adds City of Portland revenue for 3% COLA for CPA.	448,028	0.00	16,244
6/3	DCC 8		Adjusts personal services costs with unexpended state revenues.	54,694	0.00	3,270
6/2	DES 2		Prof. Svcs. at An. Control for Collection Agency. Will increase revenue by 27,000.	20,000	0.00	7,000
6/2	HD 3		Adds $2,239 of nuisance abatement rev	2,239		0

AMENDMENTS --- June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			REVENUE AMENDMENTS			
6/2	JJS 2		Adds State CSD GRIT revenue and passes it through to contractors providing gang transition services, also adds $47,000 for Juvenile Inmate Trust Account expenditures based on pay phone revenue.	344,573	0.00	0
6/2	JJS 3		Reduces State Edward Byrne grant funds for GIFT, and GRIT	(158,601)	(2.25)	(4,125)
6/2	JJS 5		Adds additional revenue from Washington County for 2 detention beds, with offsetting personnel costs	76,550	0.00	0
6/2	Nond 3a		Emgy Mgmt FEMA revenue increase and reclassifies a Program Technician to Program Coordinator	0	0.00	0
6/7	Rev 1		Additional property tax, video lottery and BWC estimates	0	0.00	1,995,613
6/2	SO 11		Adds revenue, costs of maintenance and communications costs for video imaging.	71,381	0.00	0
			SUBTOTAL REVENUE AMENDMENTS	2,470,475	4.75	2,619,480

AMENDMENTS --- June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
	Comlist	**CARRYOVER AMENDMENTS**			
6/2	ASD 1	Carries over CEP funds	25,000	0.00	0
6/2	ASD 2	Carries over construction costs at Tabor Square Building	36,458	0.00	0
6/2	DES 1	Carryover capital for Animal Control bldg	90,000	0.00	0
6/2	DES 11	Carryover Fleet fund capital for equipment ordered but not received in 93-94	124,000	0.00	0
6/2	DES 13	Carryover capital for Electronics equipment	1,200	0.00	0
6/2	DES 15	Carryover Facilities contractually obligated amounts	169,257	0.00	0
6/2	DES 16	Carryover Prof Svcs for FM work order system	40,000	0.00	0
6/2	DES 17	Carryover funds for Battery Bldg (Tax Title)	56,000	0.00	0
6/2	DES 22	Carryover Prof Svcs in DES admin	9,000	0.00	0
6/2	DES 24	Carryover Bridge Fund items	73,781	0.00	0
6/2	DES 25	Carryover of National Pollution Discharge Elimination System costs	165,000	0.00	0
6/2	DES 28	Carryover capital projects and equipment not yet recieved for Transportation	4,130	0.00	0
6/2	DES 3	Carryover Non-D Special Approp. for data processing projects	343,175	0.00	0
6/2	DES 30	Carryover amount from Utilities into Repair & Maint for Facil for jury box and gallery re-vamp.	15,000	0.00	0
6/2	DES 31	Carryover Sheriff's imaging equip. (Lease/Purch fund) (Boyer amend)	441,744	0.00	0
6/2	DES 32	Increase Cap. expenditures in Library bond fund for remianing G.O. Bonds (Boyer amend)	2,954,000	0.00	0
6/2	DES 4	Carryover obligation to City of Portland for nuisance abatement.	21,696	0.00	0
6/2	DES 5	Carryover contract for title searches (A&T)	35,000	0.00	0
6/2	DES 7	Carryover capital for A&T software	25,000	0.00	0
6/2	DES 8	Carryover Ed. & Training for A&T	3,335	0.00	0
6/2	DES 9	Carryover capital for equipment in Distribution	19,700	0.00	0
6/2	HD 5	Carryover of X-ray capital	40,000		0
6/8	HD8	Carryover of capital funds for Roosevelt HighHealth Clinic	45,000		0
6/2	Lib 1	Carryover of Building Mgmt Gresham Branch	32,277	0.00	0
6/2	Lib 2	Carryover of Building Mgmt Technical Svs	161,385	0.00	0
6/2	Lib 3	Carryover of Books/Materials	34,741	0.00	0
6/2	Lib 4	Carryover Books/Materials & Murl Revenue	41,061	0.00	0
6/2	Nond 2	Equipment carryover Chair	7,800	0.00	0
6/2	Nond 4	Comm. Kelley equipment carryover	5,449	0.00	0

AMENDMENTS --- June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			CARRYOVER AMENDMENTS			
6/2	Nond 9		Carryover prof.svs in Labor Relations	6,000	0.00	0
6/2	Nond10		Carryover Columbia Gorge Panel	??	0.00	0
6/2	SO 10		Carryover video imaging equipment.	30,897	0.00	0
6/2	SO 13		Carryover training costs of MDT radios.	17,951	0.00	0
6/2	SO 16		Carryover Courthouse security funds.	50,257	0.00	0
6/2	SO 7		Carryover professional services for bar coding.	25,883	0.00	0
6/2	SO 8		Carryover capital for levy vehicle.	14,236	0.00	0
			SUBTOTAL CARRYOVER AMENDMENTS	5,165,413	0.00	0

AMENDMENTS --- June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency	
			PROGRAM AMENDMENTS				
	AMENDMENTS AGREED TO AS OF JUNE 9						
5/12	CFS 1	*	Add $136,000 for homeless singles program as a	136,000	0.00	(386,000)	
5/4	PS 1	*	Add Community Corrections and Sheriff's Office components of the Jail Mental Health Program	98,322	1.00	(97,874)	
6/2	SO 14	*	Restores deputies to Sheriff's Office	1,000,000	11.50	(1,000,000)	PS
			SUBTOTAL AGREED TO JUNE 8	1,234,322	12.50	(1,483,874)	

AMENDMENTS --- June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			PROGRAM AMENDMENTS			
			OTHER PROGRAM AMENDMENTS			
6/8	ASD 4	*	Cut 0.5 PDS for adult care home recreation	(21,000)	(0.50)	(21,000)
6/2	CFS 11	*	Substitutes for lost Byrne grant funding of YEEP	24,237	0.00	(24,069)
6/2	CFS 12	*	Substitutes for lost Byrne grant funding of Family	15,105	0.00	(15,000)
6/8	CFS 14	*	Outside In - food for homeless youth	25,000	0.00	(25,000)
6/8	CFS 15	*	Marshall High School coordinator	25,000	0.00	(25,000)
6/8	CFS 16	*	Cut Asian Acculturation Center funding to OTO,	(60,000)	0.00	60,000
6/8	CFS 17	*	Cut entire allocation for Asian Acculturation Center	(160,000)	0.00	160,000
6/8	CFS 18	*	Cut new respite care allocation	(100,000)	0.00	100,000
6/8	CFS 19	*	Cut new allocation for Hispanic family support and student retention	(100,000)	0.00	100,000
6/8	CFS 20	*	Cut expanded Touchstone program	(159,285)	(3.00)	153,848
6/2	CFS 5		Increases staffing of Involuntary Commitment by shifting 1 position from A&D Assessment, and adding 1 position with State Mental Health Grant carryover	70,658	1.00	0
6/2	DA 4	*	Adds Juvenile Court Trial Deputy.	67,181	1.00	(67,181)
6/8	DA 4a	*	Adds Juvenile Court Trial Deputy. Offsets full cost by recording $27,000 of Assessment fee revenue	40,181	1.00	(40,181)
6/2	DA 5		Replaces 1/2 OA Sr with full time Legal Asst in Neighborhood DA program for child support	12,942	0.50	(12,942)
6/2	DCC 11		Adds 3% COLA for residential drug treatment in Jail Levy fund.	48,683	0.00	0
6/8	DCC 12	*	Substitutes for lost Byrne grant funding for STOP	45,000	0.00	(45,000)
5/23	DCC 2		Add Probation Officer funded with drug testing fees and dedicated to supervising predatory sex			See DCC 7
5/23	DCC 3		Increase to full year status the staff added for six months to address PO workload	138,062	5.50	See DCC 9

AMENDMENTS --- June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			PROGRAM AMENDMENTS			
6/3	DCC 4		Adds 3% COLA for residential drug treatment in Jail Levy fund.	48,638	0.00 ?	
6/3	DCC 5	*	Funds unexpended state revenue for Safety Task Force recommendations.	173,287	1.00	8,156
6/3	DCC 7	*	Funds Probation/Parole Officer in Intensive Case	51,400	1.00	2,048
6/3	DCC 9	*	Increases new Probation/Parole staff from 6 to 10 months. Uses unexpended state revenue.	210,597	6.50	8,391
6/2	DES 27		Add Sr. OA in Transportation	36,186	1.00	0
6/8	DES 33	*	Increase General Fund transfer to the Capital Improvement Fund to cover project costs in 1994-5	150,000	0.00	(150,000)
6/8	DES 34	*	Increase contractual allotment for consultant to assist in preparing DP strategic plan	?	0.00 ?	
6/8	DES 35	*	Provide allotment for consultant to assist in preparing facilities strategic plan	?	0.00 ?	
6/2	DES 6		Add 29.700 to A&T for maint. contr. on mini-computer	0	0.00	0
5/4	HD 1	*	Add appropriate number of additional sanitarians at General Fund expense	44,940	1.00	(44,940)
6/2	HD 4		Adds $1,912,000 to Lease Purchase Project Fund funded with COPs; for North Portland Health Clinic,	1,912,000		0
6/2	HD 9	*	Funds antiviolence programs: Coordinator (in Health) - $60,000, and Five Day Program (30,000)	90,000	1.00	(90,000)
6/6	HD6		Adds .7 PDS for volunteer coordination and training	36,488		0
6/6	HD7		Adds .5 Health Serv Spec for teen pregnancy prevention coordination	27,467		0
6/2	JJS 4	*	Replaces State funding for GIFT, GRIT, and	206,920	3.00	(206,920)
6/2	JJS 6		Restructures "Save Our Youth" to contract and	(341)	(1.80)	341
6/7	JJS 7	*	Evaluation contract for sex offender programs	30,210	0.00	(30,000)
6/8	JJS 8	*	Cuts funding for Save Our Youth program	(93,341)	(2.00)	93,341
6/2	Lib 5		Books and Materials addition	53,795	0.00	(50,000)

AMENDMENTS --- June 8, 1994 *PRELIMINARY LIST*

Date	Dept & Number	Comlist	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
			PROGRAM AMENDMENTS			
6/7	Lib 6	*	Adds computer technology to books and materials budget	107,590	0.00	(100,000)
6/8	Lib 7	*	Remove add packages funded with General Fund,	(121,128)	4.50	0
6/8	Lib 8	*	Cut General Fund support of Marketing Director,	(39,848)	(0.50)	39,848
6/7	Nond 11	*	Adds Grant Specialist to Budget Office	60,000	1.00	(60,000)
6/7	Nond 12	*	Adds Evaluation Specialist to Budget Office	60,000	1.00	(60,000)
6/8	Nond 13	*	Cuts 0.5 Employee Svcs Spec from Affirmative Action	(17,539)	(0.50)	17,539
6/8	Nond 14	*	Cuts Fiscal Asst. from Finance	(29,242)	(0.50)	29,242
6/8	Nond 15	*	Cuts Labor Relations Spec from Labor Relations	(41,968)	(1.00)	41,968
6/8	Nond 16	*	Cuts General Fund supported Deputy County	?	?	
6/8	Nond 17	*	Adds allocation to permit at risk youth to staff reception on 15th floor	20,000	0.00	(20,000)
6/8	Nond 18	*	Cut support for legislative effort	(30,000)	0.00	30,000
6/8	Nond 19	*	Reduce funding to Children and Families Commission to the level of State support	(32,862)	(1.00)	32,862
6/8	Nond 20	*	Cut support for Progress Board	(60,000)	0.00	60,000
6/8	Nond 21	*	Returns Chair / Budget Office to constraint level	?	?	
6/8	Nond 22	*	Increase support for legislative effort in 1995	?	? ?	
6/7	Nond 23		Reduces Hotel/Motel tax payment to Metro, increases payment to Arts Commission	100,000	0.00	0
6/2	Nond 7		Change in budgeting Spec Appro	0	0.00	0
6/2	SO 1	*	Adds 1 post Corrections Officers to guard inmates	271,716	5.46	(271,716)
	SO 12		Sauvies Island BOEC costs.	1,000	0.00	(1,000)
6/2	SO 17	*	Costs associated with making Patrol Deputies and Sergeants EMT certified.	244,623	0.00	(244,623)
6/8	SO 18	*	Restores 4.68 Records Clerks cut as part of transfer to Portland	191,569	4.68	(191,569)
6/2	SO 2	*	Adds fiscal staff for program budgeting.	94,882	2.00	(94,882)
6/2	SO 3		Adds OA2 to Concealed Weapons unit. Funded with dedicated revenue.	35,218	1.00	1,713
6/2	SO 9		Increases budget for phone costs for video imaging.	28,236	0.00	(28,236)
			SUBTOTAL OTHER PROGRAM AMEND'S	3,732,257	32.34	(979,962)

MULTNOMAH COUNTY, OREGON

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

PLANNING & BUDGET
PORTLAND BUILDING
1120 SW. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: County Managers and Budget Preparation Staff

FROM: Dave Warren DCW

DATE: May 17, 1994

SUBJECT: Amendments to the 1994-95 Budget

1994 MAY 17 PM 3:50
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

The Board will adopt the Budget on June 16, 1994. At that time they will amend the budget to take care of:

1. **technical** problems with the budget that need to be corrected before the start of the year -- for example, positions omitted in error or incorrectly classified,

2. **revenues** where the estimates included in the budget are significantly different from later information - particularly where the revenues are likely to be higher than the amounts in the budget,

3. **carryover** of capital items, and contractual commitments, that were budgeted in 1993-94 and ordered or begun but will not be delivered or completed prior to July 1 and, therefore, require an appropriation for next fiscal year.

Categories 2 and 3 are important because when the Board adopts the budget, it is the last opportunity to increase the estimated revenue for next year. Once the budget is adopted, only grant revenue, ("given in trust for a specific purpose") can be added to the spending of the County. Don't miss this chance to take care of other revenue increases.

The Board will also review proposed **program** amendments during the two weeks prior to adopting the budget. Four work sessions, - June 7, 8, 14, and 15, - have been scheduled and program changes or amendments that significantly change General Fund allocations will be considered at those times.

All amendments should be written on copies of the attached forms and sent to the Budget Office by June 1, 1994.

If you have any questions call your Budget Analyst. Here is who he or she is:

Health Services	Kathy Innes	248-3883	ext. 2306
Social Services	Dave Warren	248-3822	ext. 3822
Community Corrections	Shaun Coldwell	248-3883	ext. 2457
District Attorney	Shaun Coldwell	248-3883	ext. 2457
Sheriff	Shaun Coldwell	248-3883	ext. 2457
Environmental Services	Keri Hardwick	248-3883	ext. 6266
Nondepartmental / Library	Ching Hay	248-3883	ext. 6672
Revenues	Mark Campbell	248-3883	ext. 2397

BUDGET AMENDMENT NO. _____ **Date Proposed** _____

Date Approved _____

Proposed By _____

Dept _____ **Fund** _____ **Budget Pages** _____

Description of Amendment

Personnel Changes

Job Title	FTE	Base	Fringe	Insurance	Total

Revenue Impact

Fund	Agency	Organi-zation	Object/ Revenue	Increase (Decrease)	Notes

Effect on GENERAL fund CONTINGENCY $ _____

BUDGET AMENDMENT NO. _____ **Page** _____

Fund	Agency	Organi-zation	Object/ Revenue	Increase (Decrease)	Notes

MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
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PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren

DATE: May 5, 1994

SUBJECT: List of Add Packages Included in the 1994-95 Executive Budget

Attached is a copy of the list of Add Packages included in the Executive Budget sorted by department. It is different from the list that was given to Board Staff on April 25 in that the item for additional counselors to expand the Save Our Youth program in Juvenile Justice on page 2 was not on the original list. In putting the list together, I skipped it accidentally.

c CIC
Patrol

			FTE	Net General Fund	Other	Total Budget
COMMUNITY AND FAMILY SERVICES						
	Family Services Programs					
		Increased Mental Health Consultation at School Based Clinics	2.87	190,374		190,374
		Increase to 6 Family Centers (note: funding for CHN's is in Health)	0.00	615,000		615,000
		Asian Acculturation Center	0.00	160,000	40,000	200,000
		Hispanic family support and school retention	0.00	100,000		100,000
		Mt. Hood Head Start mental health services	2.40	109,656	14,560	124,216
		Homeless Families project case management	0.00	120,000		120,000
		Respite care contracts for both Family Support and Domestic				0
		Abuse prevention	0.00	100,000		100,000
		Level 7 program with CSD revenue	1.00	0	1,149,263	1,149,263
		Touchstone program enhancement	3.00	153,848		153,848
	Good Government					0
		Leaders Roundtable support	0.00	10,000		10,000
	Public Safety					0
		CARES program enhancement	2.00	109,696		109,696
		School-based education on domestic violence and shelter-based svcs	0.00	110,000		110,000
		Child abuse inventory of services and d.p. system design	0.00	80,000		80,000
		Child abuse prevention groups at each Family Center	0.00	60,000		60,000
		Diversion services at each Family Center	0.00	300,000		300,000
						0
HEALTH DEPARTMENT						0
	Family Services Programs					0
		Urgency (after hours) clinic	2.60	184,000		184,000
		Primary Care Team	4.15	233,592		233,592
		Two middle school clinics	3.00	207,228		207,228
		Expand Roosevelt Clinic	1.50	81,523		81,523
		Drug free babies (contination of START program)	2.50	121,498		121,498
		North Portland Clinic expansion	0.00	0	1,500,000	1,500,000
		Outreach worker coordinator and training program	1.00	81,580		81,580
		Match for potential OCF grant to improve and coordinate outreach	0.00	15,000		15,000
		Increase CHN's in Family Centers to full time, and expand to six centers	3.80	224,785		224,785
		Support for coalition health clinics	0.00	25,000		25,000

			FTE	Net General Fund	Other	Total Budget
	Good Government					
		Building management for entire McCoy Building	0.00	125,000		125,000
	Public Safety					0
		Corrections Health for admissions at Justice Center	1.50	83,000		83,000
		Corrections Health portion of Mental Health in Jails	6.50	360,000		360,000
						0
AGING SERVICES						0
	Family Services Programs					0
		Intergenerational services program	0.50	60,000		60,000
		Adult Care Home Regulation committee staffing by PMCOA	0.00	11,640	9,048	20,688
		Adult Care Home recreational specialist	0.50	12,222		12,222
		Services to population in mid-county	0.00	25,000		25,000
						0
JUVENILE JUSTICE						0
	Public Safety					0
		Child Abuse victims and offenders counseling	0.00	170,000		170,000
		Sex offender counselors	2.00	95,752		95,752
		Adjudication counselors	3.00	140,245		140,245
		Sex Offender residential and outpatient program (1/2 year)	6.75	434,110		434,110
		Juvenile Justice misdemeanant mandatory diversion	12.00	550,787		550,787
		Victims and Offenders Reconciliation Project VORP expansion	0.00	100,000		100,000
		Project Payback	0.50	27,771		27,771
		Additional counselors to expand Save Our Youth program	2.00	93,341		93,341
		Improve food service by using kitchen in Juvenile Justice Complex	0.00	14,370		14,370
						0
DISTRICT ATTORNEY						0
	Public Safety					0
		Neighborhood DA for SE	1.50	93,379		93,379
		Support Enforcement	2.00	57,344	109,736	167,080
						0
SHERIFF						0
	Public Safety					0
		JDH Security	3.00	106,950		106,950

			FTE	Net General Fund	Other	Total Budget
						0
ENVIRONMENTAL						0
	Family Services Programs					0
		CIP - contribution for construction of Brentwood-Darlington center	0.00	200,000		200,000
	Good Government					
		Pet adoption center in Clackamas Town Center	1.00	33,011		33,011
		Rural Area Plan - Sauvies Island	0.00	15,000	60,000	75,000
		Mediation services for Planning	0.00	5,000		5,000
		Appraisal support for BOE	1.00	42,633		42,633
						0
COMMUNITY CORRECTIONS						0
	Public Safety					0
		Staff to meet workload formula, 1/2 year, pending study	5.50	285,670		285,670
						0
NONDEPARTMENTAL - MSS						0
	Good Government					0
		County Counsel - labor/employment lawyer	1.00	0	65,314	65,314
		Affirmative Action - female sexual harassment investigator	0.50	16,711		16,711
		Employee Services - training support and grants for RESULTS	0.00	48,200		48,200
		Budget - software to consolidate and make policies/procedures accessible	0.00	20,000		20,000
		Labor Relations - support staff for heavy contractual year	1.00	48,018		48,018
	Public Safety					0
		Emergency Mgmt - purchase of radios for 800 MhZ	0.00	14,299		14,299
		Emergency Mgmt - earthquake education printing	0.00	2,601		2,601
						0
LIBRARY						0
	Family Services Programs					0
		Increase support to day care centers from 60 to 150	1.00	5,529		5,529
		Outreach, family day care support, and non day care children	1.00	81,580		81,580
		Student support education program	1.50	121,128		121,128
	Good Government					0
		Marketing director- grant match or January start up	0.50	39,848		39,848
						0

			FTE	Net General Fund	Other	Total Budget
NONDEPARTMENTAL - INDEPENDENT AND OTHER						0
	Good Government					0
		Auditor - include County services on survey by City Auditor, make countywide	0.00	10,000		10,000
		Auditor - upgrade computers	0.00	15,000		15,000
		Auditor - temporary help - experts in specific audit areas	0.00	15,000		15,000
		Chair - support for Progress Board	0.00	60,000		60,000
		Chair - coordinate information at 1995 legislative session	0.00	30,000		30,000
		DPMC projects: ASD / State data integration, communication between	0.00	544,550		544,550
		Library and County systems, Juvenile info system, "Criterion" license				0
		for Affirmative Action, help with DP strategic plan,				0
		OSU Extension - support staff for new faculty and telephone upgrade	0.00	25,740		25,740
	Public Safety					0
		DPMC - Sheriff's inmate and warrant system link to Courts	0.00	183,250		183,250
						0
						0

MULTNOMAH COUNTY, OREGON

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

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren, Principal Budget Analyst DSW

TODAY'S DATE: June 7, 1994

REQUESTED PLACEMENT DATE: June 16, 1994

SUBJECT: Adopting the 1994-95 Budget

I. Recommendation / Action Requested:

Adopt the Budget. At the time of adoption, the Board can amend the budget to include anything up to a 10% increase in any fund.

II. Background / Analysis:

Adoption of the budget sets the upper limit on departmental spending during the next year. Numerous amendments have been proposed that will alter the spending plan in the existing document. Most of these amendments are technical in nature (correct errors, reclassify positions, move appropriations between organizations or line items without changing programs), add unbudgeted revenues, carry over expenditures authorized in 1993-94 where the item could not be delivered by June 30 or the project cannot be completed. A number of amendments affect program content. The technical, revenue, and carryover amendments, I recommend the Board approve as a block. The program amendments should be voted on individually.

III. Financial Impact:

About $2.5 million is available for reallocation. I recommend reserving $350,000 for justice service analyses, Juvenile Detention facility security, and sick leave payments for deputies transferred to Portland (unless we have certainty about these costs before the budget is adopted).

IV. Legal Issues:

None

V. Controversial Issues:

None other than the normal discussions that surround funding decisions.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

Citizen comment has been made on the budget at several hearings. Citizens may wish to testify as the document is adopted.

VIII. Other Government Participation:
N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of the adoption of the	)	
(1994-95 Budget for Multnomah County,	)	
(Oregon, for the Fiscal Year July 1, 1994	)	RESOLUTION
(to June 30,1995 and making the appropriations	)	
(thereunder, pursuant to ORS 294.435	)	

WHEREAS the above entitled matter is before the Board to consider the adoption of the budget for Multnomah County for the fiscal year July 1, 1994 to June 30, 1995; and

WHEREAS the Multnomah County budget as prepared by the duly appointed Budget Officer has been considered and approved by the Board; a public hearing has been held before the Multnomah County Tax Supervising and Conservation Commission on the 9th day of June 1994, and said budget has been duly certified by the said Tax Supervising and Conservation Commission with recommendations; and

WHEREAS said budget as certified is on file in the Office of the Chair of Multnomah County and the appropriations authorized therein are attached to this resolution as Attachment A; and

WHEREAS the Board has made certain amendments to the above-described budget, which amendments are attached to this Resolution as Attachment B;

WHEREAS the Board has responded to the recommendations from the Tax Supervising and Conservation Commission, which responses are attached to this Resolution as Attachment C,

NOW THEREFORE BE IT RESOLVED that the budget, including Attachments A, B, and C is hereby adopted as the budget of Multnomah County, Oregon, and the attached appropriations are authorized for the fiscal year July 1, 1994 to June 30, 1995.

ADOPTED this 16th day of June 1994.

Board of County Commissioners
Multnomah County, Oregon

By_____
Beverly Stein, Chair

REVIEWED:

_____
Laurence Kressel, County Counsel
of Multnomah County, Oregon

ATTACHMENT B

AMENDMENTS --- June 7, 1994 ***PRELIMINARY LIST***

Date	Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
6/2	ASD 1	Carries over CEP funds	25,000	0.00	0
6/2	ASD 2	Carries over construction costs at Tabor Square Building	36,458	0.00	0
6/2	ASD3	OA 2	30,000	0.50	502
5/23	CFS 1	Move Brentwood/Darlington contribution from the CIP to Community and Family Services	0	0.00	0
5/12	CFS 1	Add $136,000 for homeless singles program as a match to Portland contribution assuming Portland shares 1992-4 homeless families funding shortfall	136,000	0.00	(386,000)
6/2	CFS 2	Reclassifications of 9 positions - no cost	0	0.00	0
6/2	CFS 3	Carries over unspent 1993-94 State Mental Health Grant, appropriates it into program management until State establishes amounts and directs expenditures	1,847,000	0.00	0
6/2	CFS 4	Adjusts 1994-95 State Mental Health Grant to reflect most current State allocation	107,882	0.00	0
6/2	CFS 5	Increases staffing of Involuntary Commitment by shifting 1 position from A&D Assessment, and adding 1 position with State Mental Health Grant carryover.	70,658	1.00	0
6/2	CFS 6	Carries over $3,500 of Partner's Project for consultant to the planning process for managed care	3,630	0.00	0
6/2	CFS 7	Carries over 1993-94 Level 7 funding to 1994-95	144,550	0.00	1,556
6/2	CFS 8	Changes Level 7 allocations, recategorizes contract from Pass Through to Professional Services	10,493	0.00	208
6/2	CFS 9	Carries over estimated 1993-94 unspent grant revenue for Youth programs, appropriates it into administration until actual amounts are known.	41,667	0.00	0
6/2	CFS 10	Appropriates State Mental Health Grant for Local Solutions Developmental Disabilities program. Carries over 93-4 allocation	251,982	3.00	0
6/2	CFS 11	Substitutes for lost Byrne grant funding of YEEP	24,237	0.00	(24,069)
6/2	CFS 12	Substitutes for lost Byrne grant funding of Family Violence staff	15,105	0.00	(15,000)
6/2	CFS 13	Funds antiviolence programs: Coordinator (in Health) - $60,000, and Five Day Program (30,000)	90,000	1.00	(90,000)
6/2	DA 1	Increases Discovery revenue estimates, purchases 2 personal computers and increases Professional Services.	15,000	0.00	0
6/2	DA 2	Decreases Gresham revenue for Neighborhood DA to 1/2 funding.	0	0.00	(34,323)
6/2	DA 3	Decreases forfeiture carryover, adjusts expenditures.	(20,075)	0.00	0

AMENDMENTS --- June 7, 1994 ***PRELIMINARY LIST***

Date	Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
6/2	DA 4	Adds Juvenile Court Trial Deputy.	67,181	1.00	(67,181)
6/2	DA 5	Replaces 1/2 OA Sr with full time Legal Asst in Neighborhood DA program for child support services. Funded partially with SED revenues.	12,942	0.50	(12,942)
6/2	DA 7	Carries over OTSD Grant, funded through September	25,471	0.50	0
6/2	DA 8	Adds Anti Drug Grant (will be re-done by DA)	147,443	1.00	3,801
6/2	DA 9	Adds FINVEST Grant.	235,980	2.00	10,346
6/3	DCC 1	Moves money from pass-through to personal services to hire staff for Literacy program.	0	1.00	0
5/23	DCC 2	Add Probation Officer funded with drug testing fees and dedicated to supervising predatory sex offenders - in a dedicated fund			See DCC 7
5/23	DCC 3	Increase to full year status the staff added for six months to address PO workload	138,062	5.50	See DCC 9
6/3	DCC 4	Adds 3% COLA for residential drug treatment in Jail Levy fund.	48,638	0.00	?
6/3	DCC 5	Funds unexpended state revenue for Safety Task Force recommendations.	173,287	1.00	8,156
6/3	DCC 6	Increases unexpended state revenues, adds City of Portland revenue for 3% COLA for CPA.	448,028	0.00	16,244
6/3	DCC 7	Funds Probation/Parole Officer in Intensive Case Management with drug testing fees.	51,400	1.00	2,048
6/3	DCC 8	Adjusts personal services costs with unexpended state revenues.	54,694	0.00	3,270
6/3	DCC 9	Increases new Probation/Parole staff from 6 to 10 months. Uses unexpended state revenue.	210,597	6.50	8,391
6/2	DCC 10	Corrects error in Approved Budget to increase costs of drug free housing. Uses state funds.	13,006	0.00	596
	DCC 11				
6/2	DES 1	Carryover capital for Animal Control bldg	90,000	0.00	0
6/2	DES 2	Prof. Svcs. at An. Control for Collection Agency. Will increase revenue by 27,000.	20,000	0.00	7,000
6/2	DES 3	Carryover Non-D Special Approp. for data processing projects	343,175	0.00	0
6/2	DES 4	Carryover obligation to City of Portland for nuisance abatement.	21,696	0.00	0
6/2	DES 5	Carryover contract for title searches (A&T)	35,000	0.00	0
6/2	DES 6	Add 29.700 to A&T for maint. contr. on mini-computer	0	0.00	0
6/2	DES 7	Carryover capital for A&T software	25,000	0.00	0
6/2	DES 8	Carryover Ed. & Training for A&T	3,335	0.00	0
6/2	DES 9	Carryover capital for equipment in Distribution	19,700	0.00	0
6/2	DES 10	Expenditure adjustments to reflect projected revenue in Distr. fund (decreases Fund 404 contingency)	22,611	0.00	0

AMENDMENTS --- June 7, 1994 ***PRELIMINARY LIST***

Date	Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
6/2	DES 11	Carryover Fleet fund capital for equipment ordered but not received in 93-94	124,000	0.00	0
6/2	DES 12	Adjusts Fleet fund expenditures to reflect service levels budgeted by other funds.	?	0.00	0
6/2	DES 13	Carryover capital for Electronics equipment	1,200	0.00	0
6/2	DES 14	Transfer PS to MS for custodial contracts	0	(2.00)	0
6/2	DES 15	Carryover Facilities contractually obligated amounts	169,257	0.00	0
6/2	DES 16	Carryover Prof Svcs for FM work order system	40,000	0.00	0
6/2	DES 17	Carryover funds for Battery Bldg (Tax Title)	56,000	0.00	0
6/2	DES 18	Carryover Lease/Purchase Fund projects	(894,418)	0.00	0
6/2	DES 22	Carryover Prof Svcs in DES admin	9,000	0.00	0
6/2	DES 23	Two new positions for Bridge capital projects; adjust contingency as req'd by IGA; reduce captial impr.	0	2.00	0
6/2	DES 24	Carryover Bridge Fund items	73,781	0.00	0
6/2	DES 25	Carryover of National Pollution Discharge Elimination System costs	165,000	0.00	0
6/2	DES 26	Transfer/reclass of employees within Transportation	6,857	0.00	0
6/2	DES 27	Add Sr. OA in Transportation	36,186	1.00	0
6/2	DES 28	Carryover capital projects and equipment not yet recieved for Transportation	4,130	0.00	0
6/2	DES 29	Adjust new capital projects and bike path expenditures from Road Fund.	9,109	0.00	0
6/2	DES 30	Carryover amount from Utilities into Repair & Maint for Facil for jury box and gallery re-vamp.	15,000	0.00	0
6/2	DES 31	Carryover Sheriff's imaging equip. (Lease/Purch fund) (Boyer amend)	441,744	0.00	0
6/2	DES 32	Increase Cap. expenditures in Library bond fund for remianing G.O. Bonds (Boyer amend)	2,954,000	0.00	0
5/4	HD 1	Add appropriate number of additional sanitarians at General Fund expense	44,940	1.00	(44,940)
6/2	HD 2	Moves funds from Service Reimbursement to ISD to Service Reimbursement for debt service for purchase of Software AG license	12,772		0
6/2	HD 3	Adds $2,239 of nuisance abatement rev	2,239		0
6/2	HD 4	Adds $1,912,000 to Lease Purchase Project Fund funded with COPs; $745,000 is to increase amount for North Portland Health Clinic; $755,000 for space for Community Corrections; $412,000 is for Software AG license for move of Health DP to OHSU	1,912,000		0
6/2	HD 5	Carryover of X-ray capital	40,000		0
6/6	HD6	Adds .7 PDS for volunteer coordination and training	36,488		0

AMENDMENTS --- June 7, 1994 ***PRELIMINARY LIST***

Date	Dept & Number	Topic		Change in Cost	FTE	Increase (Decrease) GF Contingency
6/6	HD7	Adds .5 Health Serv Spec for teen pregnancy prevention coordination		27,467		0
6/2	JJS 1	Reclassifies OA2 to OA/Sr, reallocates M&S appropriations to increase Food and inadvertently omitted Equipment		0	0.00	0
6/2	JJS 2	Adds State CSD GRIT revenue and passes it through to contractors providing gang transition services, also adds $47,000 for Juvenile Inmate Trust Account expenditures based on pay phone revenue.		344,573	0.00	0
6/2	JJS 3	Reduces State Edward Byrne grant funds for GIFT, and GRIT		(158,601)	(2.25)	(4,125)
6/2	JJS 4	Replaces State funding for GIFT, GRIT, and Juvenile Parole Transition		206,920	3.00	(206,920)
6/2	JJS 5	Adds additional revenue from Washington County for 2 detention beds, with offsetting personnel costs		76,550	0.00	0
6/7	JJS 6	Evaluation contract for sex offender programs		30,210	0.00	(30,000)
6/2	Lib 1	Carryover of Building Mgmt		32,277	0.00	0
6/2	Lib 2	Carryover of Building Mgmt		161,385	0.00	0
6/2	Lib 3	Carryover of Books/Materials		34,741	0.00	0
6/2	Lib 4	Carryover Books/Materials		41,061	0.00	0
6/2	Lib 5	Books and Materials addition		53,795	0.00	(50,000)
6/7	Lib 6	Adds computer technology to books and materials budget		107,590	0.00	(107,590)
6/2	Nond 1	Reclassifies Office Asst 2 to OA/Senior		0	0.00	0
6/2	Nond 2	Equipment carryover Chair		7,800	0.00	0
6/2	Nond 3	Emgy Mgmt FEMA revenue increase and reclassifies a Program Technician to Program Coordinator		(4,083)	0.00	4,083
6/2	Nond 4	Comm. Kelley equipment carryover		5,449	0.00	0
6/2	Nond 5	CIC increase materials and supplies		2,000	0.00	(2,000)
6/2	Nond 6	Spec Appro. already budgeted in DES		(50,000)	0.00	50,000
6/2	Nond 7	Change in budgeting Spec Appro		0	0.00	0
6/2	Nond 8	Move Progress Board from Chair to Non-County		0	0.00	0
6/2	Nond 9	Carryover prof.svs in Labor Relations		6,000	0.00	0
6/2	Nond10	Carryover Columbia Gorge Panel	??		0.00	0
6/7	Nond 11	Adds Grant Specialist to Budget Office		60,000	1.00	(60,000)
5/4	PS 1	Add Community Corrections and Sheriff's Office components of the Jail Mental Health Program		98,322	1.00	(97,874)
6/2	SO 1	Adds 1 post Corrections Officers to guard inmates while hospitalized.		271,716	5.46	(271,716)
6/2	SO 2	Adds fiscal staff for program budgeting.		94,882	2.00	(94,882)
6/2	SO 3	Adds OA2 to Concealed Weapons unit. Funded with dedicated revenue.		35,218	1.00	1,713
6/2	SO 4	Returns Court Services Unit to Deputy Sheriffs for full year.		0	0.00	0

AMENDMENTS --- June 7, 1994 ***PRELIMINARY LIST***

Date	Dept & Number	Topic	Change in Cost	FTE	Increase (Decrease) GF Contingency
6/2	SO 6	Reclasses within Corrections Records, adjusts costs.	(12,211)	0.00	12,211
6/2	SO 7	Carryover professional services for bar coding.	25,883	0.00	0
6/2	SO 8	Carryover capital for levy vehicle.	14,236	0.00	0
6/2	SO 9	Increases budget for phone costs for video imaging.	28,236	0.00	(28,236)
6/2	SO 10	Carryover video imaging equipment.	30,897	0.00	0
6/2	SO 11	Adds revenue, costs of maintenance and communications costs for video imaging.	71,381	0.00	0
	SO 12	Sauvies Island BOEC costs.	1,000	0.00	(1,000)
6/2	SO 13	Carryover training costs of MDT radios.	17,951	0.00	0
6/2	SO 14	Restores deputies to Sheriff's Office	1,000,000	11.50	(1,000,000)
6/2	SO 16	Carryover Courthouse security funds.	50,257	0.00	1,257
6/2	SO 17	Costs associated with making Patrol Deputies and Sergeants EMT certified.	244,623	0.00	(244,623)
		Net Effect on Contingency			(2,742,039)

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		TECHNICAL AMENDMENTS			
6/2	CFS 2	Reclassifications of 9 positions - no cost	0	0.00	0
6/2	CFS 8	Changes Level 7 allocations, recategorizes contract from Pass Through to Professional Services	10,493	0.00	208
6/13	CFS 21	Exchange State grant funding for General Fund support in Children and Families Commission	0	0.00	0
6/2	DA 3	Decreases forfeiture carryover, adjusts expenditures.	(18,137)	0.00	0
6/13	DA 10	Increases Downtown Neighborhood DA to full time. Adjusts budget to offset costs.	0	0.33	0
6/3	DCC 1	Moves money from pass-through to personal services to hire staff for Literacy program.	0	1.50	0
6/2	DES 10	Expenditure adjustments to reflect projected revenue in Distr. fund (decreases Fund 404 contingency)	22,611	0.00	0
6/2	DES 12	Adjusts Fleet fund expenditures to reflect service levels budgeted by other funds.(adjust contingency)	0	0.00	0
6/2	DES 14	Transfer PS to MS for custodial contracts	0	(2.00)	0
6/2	DES 18	Carryover Lease/Purchase Fund projects	(894,418)	0.00	0
6/2	DES 23	Two new positions for Bridge capital projects; adjust contingency as req'd by IGA; reduce captial impr.	0	2.00	0
6/2	DES 26	Transfer/reclass of employees within Transportation	6,857	0.00	0
6/2	DES 29	Adjust new capital projects and bike path expenditures from Road Fund.	9,109	0.00	0
6/2	HD 2	Moves funds from Service Reimbursement to ISD to Service Reimbursement for debt service for purchase of Software AG license	12,772	0.00	0
6/13	HD 10	REEP position deleted, Adds Op Sup	0	1.00	0
6/13	HD 11	Increases physician pay, reduces on call	129,000	0.00	0
6/2	JJS 1	Reclassifies OA2 to OA/Sr, reallocates M&S appropriations to increase Food and inadvertently omitted Equipment	0	0.00	0
6/2	Nond 1	Reclassifies Office Asst 2 to OA/Senior	0	0.00	0
6/2	Nond 5	CIC increase materials and supplies	2,000	0.00	(2,000)
6/2	Nond 6	Spec Appro. already budgeted in DES	(50,000)	0.00	50,000
6/2	Nond 8	Move Progress Board from Chair to Non-County	0	0.00	0

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		TECHNICAL AMENDMENTS			
6/13	Nond 25	Increases amount for Tax Anticipations Notes, due to higher interest rates	77,000	0.00	0
6/13	Nond 26	Decreases Capital Lease Retirement because Sprouse Bldg does not need to be budgeted	(528,892)	0.00	0
6/2	SO 4	Returns Court Services Unit to Deputy Sheriffs for full year.	0	0.00	0
6/2	SO 6	Reclasses within Corrections Records, adjusts costs.	(12,211)	0.00	12,211
		SUBTOTAL TECHNICAL AMENDMENTS	(1,233,816)	2.83	60,419

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		REVENUE AMENDMENTS			
6/7	ALL 1	Reduces COLA from 3% to 2.5% in Personal Services budgets	(745,000)	0.00	369,000
6/7	ALL 2	Reduces medical/dental insurance amounts for employees who are covered by the County self-insurance plan	(507,000)	0.00	250,000
6/2	ASD 3	OA 2	14,019	0.50	502
6/2	CFS 3	Carries over unspent 1993-94 State Mental Health Grant, appropriates it into program management until State establishes amounts and directs expenditures	1,847,000	0.00	0
6/2	CFS 4	Adjusts 1994-95 State Mental Health Grant to reflect most current State allocation	107,882	0.00	0
6/2	CFS 6	Carries over $3,500 of Partner's Project for consultant to the planning process for managed care	3,630	0.00	0
6/2	CFS 7	Carries over 1993-94 Level 7 funding to 1994-95	144,550	0.00	1,556
6/2	CFS 9	Carries over estimated 1993-94 unspent grant revenue for Youth programs, appropriates it into administration until actual amounts are known.	41,667	0.00	0
6/2	CFS 10	Appropriates State Mental Health Grant for Local Solutions Developmental Disabilities program. Carries over 93-4 allocation	251,982	3.00	0
6/2	DA 1	Increases Discovery revenue estimates, purchases 2 personal computers and increases Professional Services.	15,000	0.00	0
6/2	DA 2	Decreases Gresham revenue for Neighborhood DA to 1/2 funding. (See DA #6)	0	0.00	(34,323)
6/13	DA 6	Increases Victim's Assistance revenues, reduces general fund support. General Fund will be used for Gresham DA (DA #2) and Juvenile Court Deputy (DA #4).	118,000	0.00	60,000
6/2	DA 7	Carries over OTSD Grant, funded through September	25,471	0.50	0
6/2	DA 8	Adds Anti Drug Grant.	147,444	1.00	3,370
6/2	DA 9	Adds FINVEST Grant.	235,980	2.00	10,346
6/3	DCC 6	Increases unexpended state revenues for drug testing and 23 beds. Adds City of Portland revenue for 3% COLA for CPA.	448,028	0.00	17,495
6/3	DCC 8	Adjusts personal services costs with unexpended state revenues.	54,694	0.00	3,270

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		REVENUE AMENDMENTS			
6/2	DCC 10	Corrects error in Approved Budget to increase costs of drug free housing. Uses state funds.	13,006	0.00	596
6/2	DES 2	Prof. Svcs. at An. Control for Collection Agency. Will increase revenue by 27,000.	20,000	0.00	7,000
6/2	HD 3	Adds $2,239 of nuisance abatement rev	2,239		0
6/13	HD 12	Increases Dental DCO program	237,000	4.33	0
6/13	HD 13	Adjusts indirect to established rate	0	0.00	(35,663)
6/2	JJS 2	Adds State CSD GRIT revenue and passes it through to contractors providing gang transition services, also adds $47,000 for Juvenile Inmate Trust Account expenditures based on pay phone revenue.	344,573	0.00	0
6/2	JJS 3	Reduces State Edward Byrne grant funds for GIFT, and GRIT	(158,601)	(2.25)	(4,125)
6/2	JJS 5	Adds additional revenue from Washington County for 2 detention beds, with offsetting personnel costs	76,550	0.00	0
6/2	Nond 3	Emgy Mgmt FEMA revenue increase and reclassifies a Program Technician to Program Coordinator	4,489	0.00	75
6/7	Rev 1	Additional property tax, video lottery and BWC estimates	0	0.00	1,995,613
6/2	SO 11	Adds revenue, costs of maintenance and communications costs for video imaging.	71,381	0.00	0
		SUBTOTAL REVENUE AMENDMENTS	2,813,984	9.08	2,644,712

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		CARRYOVER AMENDMENTS			
6/2	ASD 1	Carries over CEP funds	25,000	0.00	0
6/2	ASD 2	Carries over construction costs at Tabor Square Building	36,458	0.00	0
6/2	DES 1	Carryover capital for Animal Control bldg	90,000	0.00	0
6/2	DES 3	Carryover Non-D Special Approp. for data processing projects	343,175	0.00	0
6/2	DES 4	Carryover obligation to City of Portland for nuisance abatement.	21,696	0.00	0
6/2	DES 5	Carryover contract for title searches (A&T)	35,000	0.00	0
6/2	DES 7	Carryover capital for A&T software	25,000	0.00	0
6/2	DES 8	Carryover Ed. & Training for A&T	3,335	0.00	0
6/2	DES 9	Carryover capital for equipment in Distribution	19,700	0.00	0
6/2	DES 11	Carryover Fleet fund capital for equipment ordered but not received in 93-94	124,000	0.00	0
6/2	DES 13	Carryover capital for Electronics equipment	1,200	0.00	0
6/2	DES 15	Carryover Facilities contractually obligated amounts	169,257	0.00	0
6/2	DES 16	Carryover Prof Svcs for FM work order system	40,000	0.00	0
6/2	DES 17	Carryover funds for Battery Bldg (Tax Title)	56,000	0.00	0
6/2	DES 22	Carryover Prof Svcs in DES admin	9,000	0.00	0
6/2	DES 24	Carryover Bridge Fund items	73,781	0.00	0
6/2	DES 25	Carryover of National Pollution Discharge Elimination System costs	165,000	0.00	0
6/2	DES 28	Carryover capital projects and equipment not yet recieved for Transportation	4,130	0.00	0
6/2	DES 30	Carryover amount from Utilities into Repair & Maint for Facil for jury box and gallery re-vamp.	15,000	0.00	0
6/2	DES 31	Carryover Sheriff's MDT equip. (Lease/Purch fund) (Boyer amend)	441,744	0.00	0
6/2	DES 32	Increase Cap. expenditures in Library bond fund for remianing G.O. Bonds (Boyer amend)	2,954,000	0.00	0
6/13	DES 36	Carries over contract in Land Use Planning	2,500	0.00	0
6/15	DES 37	Carries over software purchase for Purchasing system in the Lease/Purchase Fund	50,000	0.00	0
	HD 5	Carryover of X-ray capital	40,000		0
	HD8	Carryover of capital funds for Roosevelt HighHealth Clinic	45,000		0
6/13	HD 14	Carryover of equipment funds	6,400	0.00	0
6/2	Lib 1	Carryover of Building Mgmt Gresham Branch	32,277	0.00	0
6/2	Lib 2	Carryover of Building Mgmt Technical Svs	161,385	0.00	0
6/2	Lib 3	Carryover of Books/Materials	34,741	0.00	0

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		CARRYOVER AMENDMENTS			
6/2	Lib 4	Carryover Books/Materials & Murl Revenue	41,061	0.00	0
6/2	Nond 2	Equipment carryover Chair	7,800	0.00	0
6/2	Nond 4	Comm. Kelley equipment carryover	5,449	0.00	0
6/2	Nond 9	Carryover prof.svs in Labor Relations	6,000	0.00	0
6/2	Nond10	Carryover Columbia Gorge Panel	58,461	0.00	977
	SO 7	Carryover professional services for bar coding.	25,883	0.00	0
	SO 8	Carryover capital for levy vehicle.	14,236	0.00	0
6/2	SO 10	Carryover video imaging equipment.	30,897	0.00	0
6/2	SO 13	Carryover training costs of MDT radios.	17,951	0.00	0
6/2	SO 16	Carryover Courthouse security funds.	50,257	0.00	0
		SUBTOTAL CARRYOVER AMENDMENTS	5,131,316	0.00	977

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		PROGRAM AMENDMENTS			
5/12	CFS 1	Add $136,000 for homeless singles program as a match to Portland contribution assuming Portland shares 1992-4 homeless families funding shortfall	136,000	0.00	(386,000)
6/2	CFS 5	Increases staffing of Involuntary Commitment by shifting 1 position from A&D Assessment, and adding 1 position with State Mental Health Grant carryover.	70,658	1.00	0
6/2	CFS 11	Substitutes for lost Byrne grant funding of YEEP	24,237	0.00	(24,069)
6/2	CFS 12	Substitutes for lost Byrne grant funding of Family Violence staff	15,105	0.00	(15,000)
6/8	CFS 14	Outside In - food for homeless youth	25,000	0.00	(25,000)
6/8	CFS 15	Marshall High School coordinator	25,000	0.00	(25,000)
6/8	DA 4a	Adds Juvenile Court Trial Deputy. Offsets full cost by recording $27,000 of Assessment fee revenue	40,181	1.00	(40,181)
6/2	DA 5	Replaces 1/2 OA Sr with full time Legal Asst in Neighborhood DA program for child support services. Adjusts budget to offset costs; funded partially with SED revenues.	12,942	0.50	0
6/3	DCC 4	Adds 3% COLA for residential drug treatment in Jail Levy fund.	48,638	0.00	(48,300)
6/3	DCC 5	Uses unexpended state revenue to fund Safety Task Force recommendations.	173,287	1.00	8,156
6/3	DCC 7	Add Probation Officer funded with drug testing fees and dedicated to supervising predatory sex offenders - in a dedicated fund	51,400	1.00	2,048
6/3	DCC 9	Increases new Probation/Parole staff from 6 to 10 months. Uses unexpended state revenue.	210,597	6.50	8,391
6/2	DCC 11	Reduces 1 month of PPO staffing to pay for DCC #4, 3% COLA for jail levy residential drug treatment.	48,683	0.00	48,300
6/8	DCC 12	Substitutes for lost Byrne grant funding for STOP	43,400	0.00	(43,400)
6/2	DES 6	Add 29.700 to A&T for maint. contr. on mini-computer	0	0.00	0
6/2	DES 27	Add Sr. OA in Transportation	36,186	1.00	0
6/8	DES 35	Provide allotment for consultant to assist in preparing facilities strategic plan	25,000	0.00	(25,000)
5/4	HD 1	Add appropriate number of additional sanitarians and increase fees 6%	49,155	1.00	(12,289)

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		PROGRAM AMENDMENTS			
6/2	HD 4	Adds $1,912,000 to Lease Purchase Project Fund funded with COPs; for North Portland Health Clinic, clinic construction and equipment and for Software AG license for move of Health DP to OHSU	1,912,000		0
6/6	HD 6	Adds .7 PDS for volunteer coordination and training	36,488		0
6/6	HD 7	Adds .5 Health Serv Spec for teen pregnancy prevention coordination	27,467		0
6/2	HD 9	Funds antiviolence programs: Coordinator (in Health) - $60,000, and Five Day Program (30,000)	90,507	1.00	(80,287)
6/2	JJS 4	Replaces State funding for GIFT, GRIT, and Juvenile Parole Transition	206,920	3.00	(206,920)
6/2	JJS 6	Restructures "Save Our Youth" to contract and monitoring	(341)	(1.80)	341
6/15	JJS 9	Delays startup of diversion program and sex offender program	(116,000)	(2.56)	116,000
6/8	Lib 8	Cut General Fund support of Marketing Director, pursue funding from Entrepreneurial Initiatives Fund and grants	0	0.00	39,848
6/7	Nond 11	Adds Grant Specialist to Budget Office	60,000	1.00	(60,000)
6/7	Nond 12	Adds Evaluation Specialist to Budget Office	80,000	1.00	(80,000)
6/7	Nond 23	Reduces Hotel/Motel tax payment to Metro, increases payment to Arts Commission	100,000	0.00	0
6/13	Nond 24	Increases amount budgeted for AFS food stamps, based on previous usage	8,000	0.00	(8,000)
5/4	PS 1	Add Community Corrections and Sheriff's Office components of the Jail Mental Health Program	98,322	1.00	(97,874)
6/10	Rev 2	Appropriates first million of additional BIT into reserve	0	0.00	0
6/2	SO 3	Adds OA2 to Concealed Weapons unit. Funded with dedicated revenue.	35,218	1.00	1,713
	SO 12	Sauvies Island BOEC costs.	1,000	0.00	(1,000)
6/2	SO 17	Costs associated with making Patrol Deputies and Sergeants EMT certified.	244,623	0.00	(244,623)
6/8	SO 18	Restores 4.68 Records Clerks cut as part of transfer to Portland	191,569	4.68	(191,569)
6/13	SO 19	Restores all but 24 sworn positions, 23 general fund and 1 in SEDE fund.	1,097,213	10.50	(1,097,213)
		SUBTOTAL PROGRAM AMENDS	5,108,455	31.82	(2,486,928)

To: Dave Warren
Curtis
From:

"DRAFT"

TAX SUPERVISING & CONSERVATION COMMISSION

MULTNOMAH COUNTY, OREGON

724 Mead Building 421 S.W. Fifth Avenue

Portland, Oregon 97204-2189 (503) 248-3054 FAX 248-3053

June 17, 1994

Board of County Commissioners
Multnomah County
1510 Portland Building
Portland, Oregon 97204

Dear Commission Members:

The Tax Supervising and Conservation Commission met on June 14, 1994 to review, discuss and conduct a public hearing on the Multnomah County 1994-95 Annual Budget. This hearing was conducted pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of the county.

The 1994-95 budget, filed April 29, 1994, is hereby certified with the recommendations noted. Estimates were judged to be reasonable for the purpose shown and the document was found to be in substantial compliance with the law.

Recommendations:

1. The budget document submitted to the TSCC was not initially Approved by the Commission. We recommend that future budgets submitted be Approved in accordance with ORS 294.421.

2. Fund Total and History Discrepancies. We found discrepancies between the Budget Document, previous audits (CAFR's), and submitted LB forms in terms of fund detail totals in the current and previous years. We suggest that the financial systems within the county be compared and balanced. The Adopted Budget document should reflect the corrected numbers.

3. The Library Bond Debt Service Fund included no unappropriated balance budgeted, but rather an amount budgeted in "operating contingency." We recommend removing the amount from the operating contingency. We also recommend budgeting an amount sufficient to cover the debt service payments for the first half of the following year in unappropriated ending fund balance.

4. The Trust and Agency Funds were missing from the budget document. These should be included in the Adopted Budget.

We'd like to commend you for integrating Benchmarks into the current year's budget document. We found the current year format "user friendly", and of more meaning to the external user.

The certified budget estimates and tax levies are identified on the attached schedule.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION

_____

Lianne Thompson, Chair

_____

Robert Brunmeier, Commissioner

_____

Charles W. Rosenthal, Commissioner

Multnomah County 1994-95 Budget Certification
Schedule of Funds and Budget Estimates

Budget Estimates:		
General Fund		$166,874,552
Unappropriated Balance	$ (3,610,000)	
Road Fund		39,623,982
Emergency Communications Fund		76,363
Natural Areas Acquisition Fund		649,279
Bicycle Path Construction Fund		310,583
Federal State Fund		172,785,033
County School Fund		1,432,625
Tax Title Fund		2,127,250
Animal Control Fund		824,200
Willamette River Bridge Fund		6,410,662
Library Serial Levy Fund		21,260,198
Fair Fund		301,200
Convention Center Fund		4,560,000
Land Corner Preservation Fund		704,000
Inmate Welfare Fund		1,222,195
Unappropriated Balance	(281,182)	
Jail Levy Fund		15,824,723
Assessment and Taxation Fund		11,265,931
Justice Services Special Operations Fund		5,067,905
Capital Lease Retirement Fund		13,156,401
Library Bond Sinking Fund		3,611,927
Unappropriated Balance	(1,225,505)	
Library Entrepreneurial Initiatives Fund		41,455
Care Oregon Fund		53,127,518
Equipment Lease Purchase Fund		1,583,020
Lease Purchase Project Fund		19,416,462
Library Construction		29,540,000
Capital Improvement Fund		5,825,085
Recreation Fund		458,303
Insurance Fund		28,292,832
Fleet Fund		5,358,126
Telephone Fund		2,696,167
Data Processing Fund		7,988,076
Distribution Fund		1,331,437
Facilities Maintenance Fund		18,287,529
Trust & Agency Funds		2,099,000
Total Budget Estimates		$644,134,019
Total Unappropriated Balances		(5,116,687)

Multnomah County 1994-95 Budget Certification
Schedule of Funds and Budget Estimates - Continued:

Tax Levy:	
General Fund - Tax Base	$ 96,475,783
Debt Service Levy - Not Subject to Limit	1,706,150
Jail Levy - Outside Tax Base - Serial - Ending 1995-96	15,454,460
Library Levy - Outside Tax Base - Serial - Ending 1995-96	11,789,579
Total Tax Levy	$ 125,425,972

Attachment A

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

GENERAL FUND (100)

Social Services	Personal Services	8,966,466
	Materials & Services	4,623,000
	Capital Outlay	85,515
	Agency Total	*13,674,981*
Health Department	Personal Services	5,755,905
	Materials & Services	1,281,452
	Capital Outlay	12,750
	Agency Total	*7,050,107*
Community Corrections	Personal Services	1,525,513
	Materials & Services	164,072
	Capital Outlay	0
	Agency Total	*1,689,585*
District Attorney	Personal Services	8,226,708
	Materials & Services	1,240,335
	Capital Outlay	70,710
	Agency Total	*9,537,753*
Sheriff	Personal Services	31,010,063
	Materials & Services	8,112,100
	Capital Outlay	121,333
	Agency Total	*39,243,496*
Environmental Services	Personal Services	4,945,135
	Materials & Services	3,160,080
	Capital Outlay	34,135
	Agency Total	*8,139,350*
Nondepartmental	Personal Services	7,161,680
	Materials & Services	12,789,751
	Capital Outlay	68,892
	Agency Total	*20,020,323*
All Agencies	Personal Services	67,591,470
	Materials & Services	31,370,790
	Capital Outlay	393,335
	Agency Totals	*99,355,595*
Cash Transfers	Federal State Fund	42,569,998
	County School Fund	1,275,650
	Library Fund	6,214,887
	Jail Levy Fund	1,676,601
	Assessment & Taxation Fund	7,522,694
	Justice Services Ops. Fund	111,926
	Capital Improvement Fund	2,894,770
	Recreation Fund	10,300
	Care Oregon Fund	147,518
	Total Cash Transfers	*62,424,344*
Contingency		*1,484,613*
Unexpended Balance		*3,120,000*
Ending Working Capital		*490,000*
Total Appropriation		**166,874,552**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

ROAD FUND (150)

Sheriff	Materials & Services	*151,648*
Environmental Services	Personal Services	7,144,239
	Materials & Services	21,282,259
	Capital Outlay	7,167,355
	Agency Total	*35,593,853*
All Agencies	Personal Services	7,144,239
	Materials & Services	21,433,907
	Capital Outlay	7,167,355
	Agency Totals	*35,745,501*
Cash Transfers	General Fund	198,000
	Bicycle Ways Fund	53,071
	Willamette River Bridges Fund	3,264,788
	Total Cash Transfers	*3,515,859*
Contingency		*362,622*
Total Appropriation		**39,623,982**

EMERGENCY COMMUNICATIONS FUND (151)

Sheriff	Materials & Services	*76,363*
Total Appropriation		**76,363**

NATURAL AREAS ACQUISITION/PROTECTION FUND (153)

Environmental Services	Materials & Services	145,454
	Capital Outlay	413,825
	Agency Total	*559,279*
Cash Transfers	General Fund	*60,000*
Contingency		*30,000*
Total Appropriation		**649,279**

BICYCLE PATH CONSTRUCTION FUND (154)

Environmental Services	Materials & Services	82,142
	Capital Outlay	228,441
	Agency Total	*310,583*
Total Appropriation		**310,583**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

FEDERAL STATE FUND (156)

Social Services	Personal Services	22,123,899
	Materials & Services	75,967,983
	Capital Outlay	301,127
	Agency Total	*98,393,009*
Health Department	Personal Services	31,397,467
	Materials & Services	18,391,909
	Capital Outlay	175,889
	Agency Total	*49,965,265*
Community Corrections	Personal Services	13,733,032
	Materials & Services	7,165,784
	Capital Outlay	125,750
	Agency Total	*21,024,566*
District Attorney	Personal Services	1,412,769
	Materials & Services	283,740
	Capital Outlay	77,588
	Agency Total	*1,774,097*
Sheriff's Office	Personal Services	962,223
	Materials & Services	136,470
	Capital Outlay	22,636
	Agency Total	*1,121,329*
Environmental Services	Personal Services	20,092
	Materials & Services	49,908
	Capital Outlay	0
	Agency Total	*70,000*
Non Departmental	Personal Services	354,560
	Materials & Services	77,207
	Capital Outlay	5,000
	Agency Total	*436,767*
All Agencies	Personal Services	70,004,042
	Materials & Services	102,073,001
	Capital Outlay	707,990
	Agency Total	*172,785,033*
Total Appropriation		**172,785,033**

COUNTY SCHOOL FUND (157)

Non Departmental	Materials & Services	1,432,265
Total Appropriation		**1,432,265**

TAX TITLE FUND (158)

Environmental Services	Materials & Services	2,127,250
Total Appropriation		**2,127,250**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

ANIMAL CONTROL FUND (159)

Cash Transfers	General Fund	824,200
Total Appropriation		**824,200**

WILLAMETTE RIVER BRIDGES FUND (161)

Environmental Services	Personal Services	1,979,937
	Materials & Services	1,112,654
	Capital Outlay	3,318,071
	Agency Total	*6,410,662*
Total Appropriation		**6,410,662**

LIBRARY SERIAL LEVY FUND (162)

Library Department	Personal Services	13,359,743
	Materials & Services	7,280,301
	Capital Outlay	149,550
	Agency Total	*20,789,594*
Cash Transfers	General Fund	*470,604*
Total Appropriation		**21,260,198**

FAIR FUND (164)

Environmental Services	Personal Services	42,462
	Materials & Services	203,073
	Agency Total	*245,535*
Contingency		*55,665*
Total Appropriation		**301,200**

CONVENTION CENTER FUND (166)

Non Departmental	Materials & Services	*4,540,000*
Contingency		*20,000*
Total Appropriation		**4,560,000**

LAND CORNER PRESERVATION FUND (167)

Environmental Services	Materials & Services	*576,000*
Contingency		*128,000*
Total Appropriation		**704,000**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

INMATE WELFARE FUND (168)

Sheriff'S Office	Personal Services	232,669
	Materials & Services	598,344
	Capital Outlay	110,000
	Agency Total	*941,013*
Unexpended Balance		*281,182*
Total Appropriation		**1,222,195**

JAIL LEVY FUND (169)

Health Department	Personal Services	1,075,529
	Materials & Services	572,407
	Capital Outlay	0
	Agency Total	*1,647,936*
Community Corrections	Personal Services	0
	Materials & Services	1,621,270
	Capital Outlay	0
	Agency Total	*1,621,270*
Sheriff's Office	Personal Services	9,774,852
	Materials & Services	2,713,076
	Capital Outlay	67,589
	Agency Total	*12,555,517*
All Agencies	Personal Services	10,850,381
	Materials & Services	4,906,753
	Capital Outlay	67,589
	Agency Totals	*15,824,723*
Total Appropriation		**15,824,723**

ASSESSMENT & TAXATION FUND (175)

Environmental Services	Personal Services	7,384,265
	Materials & Services	3,821,466
	Capital Outlay	60,200
	Agency Total	*11,265,931*
Total Appropriation		**11,265,931**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

JUSTICE SERVICES SPECIAL OPERATIONS (180)

Community Corrections	Personal Services	479,677
	Materials & Services	69,605
	Capital Outlay	3,000
	Agency Total	*552,282*
District Attorney	Personal Services	208,552
	Materials & Services	2,365,968
	Capital Outlay	118,000
	Agency Total	*2,692,520*
Sheriff's Office	Personal Services	1,001,315
	Materials & Services	791,588
	Capital Outlay	30,200
	Agency Total	*1,823,103*
All Agencies	Personal Services	1,689,544
	Materials & Services	3,227,161
	Capital Outlay	151,200
	Agency Total	*5,067,905*
Total Appropriations		**5,067,905**

CAPITAL LEASE RETIREMENT FUND (225)

Non Departmental	Materials & Services	*7,623,407*
Contingency		*5,532,994*
Total Appropriations		**13,156,401**

LIBRARY BOND SINKING FUND (226)

Environmental Services	Materials & Services	*2,397,145*
Contingency		*1,214,782*
Total Appropriations		**3,611,927**

EQUIPMENT LEASE/PURCHASE FUND (234)

Non Departmental	Materials & Services	18,525
	Capital Outlay	1,564,495
	Agency Total	*1,583,020*
Total Appropriations		**1,583,020**

LEASE/PURCHASE PROJECT FUND (235)

Environmental Services	Materials & Services	350,000
	Capital Outlay	19,066,462
	Agency Total	*19,416,462*
Total Appropriations		**19,416,462**

LIBRARY CONSTRUCTION FUND (236)

Environmental Services	Materials & Services	2,000,000
	Capital Outlay	27,540,000
	Agency Total	*29,540,000*
Total Appropriations		**29,540,000**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

CAPITAL IMPROVEMENT FUND (240)

Environmental Services	Personal Services	354,334
	Materials & Services	597,886
	Capital Outlay	4,673,869
	Agency Total	*5,626,089*
Contingency		*198,996*
Total Appropriations		**5,825,085**

RECREATION FUND (330)

Environmental Services	Personal Services	0
	Materials & Services	458,303
	Capital Outlay	0
	Agency Total	*458,303*
Total Appropriations		**458,303**

ENTREPRENEURIAL INITIATIVES FUND (362)

Library Department	Personal Services	0
	Materials & Services	41,455
	Capital Outlay	0
	Agency Total	*41,455*
Total Appropriation		**41,455**

CARE OREGON FUND (390)

Health Department	Personal Services	1,165,615
	Materials & Services	51,955,903
	Capital Outlay	6,000
	Agency Total	*53,127,518*
Total Appropriation		**53,127,518**

INSURANCE FUND (400)

Non Departmental	Personal Services	1,288,101
	Materials & Services	21,161,361
	Capital Outlay	30,579
	Agency Total	*22,480,041*
Contingency		*5,812,791*
Total Appropriations		**28,292,832**

FLEET FUND (401)

Environmental Services	Personal Services	1,266,271
	Materials & Services	1,273,154
	Capital Outlay	1,255,000
	Agency Total	*3,794,425*
Contingency		*1,563,701*
Total Appropriations		**5,358,126**

Attachment A

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

TELEPHONE FUND (402)

Environmental Services	Personal Services	345,807
	Materials & Services	1,764,931
	Capital Outlay	329,707
	Agency Total	*2,440,445*
Contingency		*255,722*
Total Appropriations		**2,696,167**

DATA PROCESSING FUND (403)

Environmental Services	Personal Services	3,658,851
	Materials & Services	3,225,551
	Capital Outlay	109,700
	Agency Total	*6,994,102*
Contingency		*993,974*
Total Appropriations		**7,988,076**

DISTRIBUTION FUND (404)

Environmental Services	Personal Services	350,973
	Materials & Services	899,370
	Capital Outlay	0
	Agency Total	*1,250,343*
Contingency		*81,094*
Total Appropriations		**1,331,437**

FACILITIES MANAGEMENT FUND (410)

Environmental Services	Personal Services	3,493,057
	Materials & Services	13,681,899
	Capital Outlay	38,500
	Agency Total	*17,213,456*
Cash Transfers	Capital Improvement Fund	*750,000*
Contingency		*324,073*
Total Appropriations		**18,287,529**

1. The Board of County Commissioners intends to consider the social work outreach problem in the Roosevelt Cluster in light of a School District 1 to cut the outreach position in that area. The Board may use a Contingency transfer if other options are not available to address this problem.

2. The appropriation for the Asian Acculturation Center will be made available at the 1994-95 approved level, subject to the annual County budget process, for a two year period. Specific outcomes to be measured include: the success of the program in leveraging other non-governmental funds and the success of the program in linking clients to other services. Future funding will not be included in the 1996-97 current service level budget. Continuation of this program will be based on achievement of these outcomes and other outcome measures to be determined by the Community and Family Services Division and the contract agency.

3. The Board of County Commissioners intends that spending of the $100,000 added for support of Hispanic services in 1994-95 will not take place before the County has pursued joint planning discussions with other agencies, (including, at minimum, school districts, the Private Industry Council, Community and Family Services, and the Chair's Hispanic Advisory Committee).

4. The Board of County Commissioners intends for Juvenile Justice to pursue electronic replacement of paperwork in the Juvenile Justice system.

5. The Board of County Commissioners requests the District Attorney to explore collecting child support for homeless youth and distributing funds to caring agencies.

6. The Board of County Commissioners requires that proceeds from drug testing fees be accounted for in a separate account and used to support funding of Probation Officers supervising predatory sex offenders.

7. The Board of County Commissioners intends to consider the issue of guarding hospitalized prisoners when the Auditor has completed his overtime study and may use a Contingency transfer to address the issue at that time.

8. The Board of County Commissioners intends for the Library to explore partnering with Portland Public Schools for library services.

9. The Board of County Commissioners intends that fees dedicated into the Entrepreneurial Initiative Fund will continue to be allocated to that fund through December 1995.

10. The Board of County Commissioners requests the Library to pursue revenues collected as part of Cable Franchise Fees and dedicated to public information purposes as a funding source for library activities.

11. The Board of County Commissioners intends to review the legislative support process and may use a Contingency transfer of additional appropriations to address funding needs for this activity.

12. The Board of County Commissioners has approved the addition of a Labor Relations Specialist for 1994-95 but intends to end County support of that position at the termination of the 1995 bargaining cycle.

13. The Board of County Commissioners intends for County Counsel to pursue work load analysis for the County Counsel's office to determine the appropriate mix of resources to deliver legal services.

14. The Board of County Commissioners intends to explore appropriate uses of TSCC with the Legislature.

BUDGET HIGHLIGHTS - MULTNOMAH COUNTY 1994-95 BUDGET

1. **FAMILY SUPPORT NETWORK** - $1,070,000 (+$200,000 one time only - Brentwood Darlington Community Center) to fully fund a network of Family Centers that will offer community based, prevention and early intervention services.

2. **ASSISTANCE TO AT RISK TEENS CURRENTLY UNDERSERVED** - $1,500,000 (Level 7 money from the state) to implement a comprehensive, community based plan to assist young people who are homeless, runaway, and a danger to themselves.

3. **HEALTH AND MENTAL ASSISTANCE IN SCHOOLS AND HEADSTARTS** - $720,000 to open two school based health centers, expand mental health services in the clinics and head start programs, and replicate the Touchstone programs in three schools.

4. **CHILD ABUSE PREVENTION AND EARLY INTERVENTION** - $350,000 for respite care, additional counseling for abuse victims at CARES, and in the Family Centers.

5. **HOMELESS FAMILIES AND SINGLES** - $256,000 to stabilize and expand services for homeless families and singles.

6. **COMMUNITY SUPERVISION AND SANCTIONS** - $420,000 to add eight parole and probation officers to increase supervision of offenders.

7. **ALCOHOL AND DRUG, MENTAL HEALTH AND HEALTH SERVICES TO THE JAILS** - $560,000 to provide better assessment and treatment of mental illness in the jails linked to outpatient services after release. In addition, funds from the Target Cities grant will provide alcohol and drug treatment in the jails.

8. **ACCOUNTABILITY/DIVERSION PROGRAM FOR JUVENILES** - $1,000,000 to hold juveniles accountable for first time offenses by providing additional resources and programs to the community based family support centers and the Juvenile Department staff. We will stabilize and expand a number of successful community based programs including the Victim Offender Reconciliation Project, Project Payback, and Save Our Youth, and begin a new Five Day Program for Suspended Students.

9. **SEX OFFENDER SUPERVISION AND TREATMENT** - $700,000 to expand the sex offender treatment and supervision services available to all children currently under supervision by juvenile counselors. Also, we will open and operate a 16 bed residential facility at the juvenile home to provide intensive sex offender treatment and follow up.

10. **DOMESTIC VIOLENCE PREVENTION AND EDUCATION COMPONENT** - $125,000 (+ $200,000 from the City of Portland) to fund additional prevention education in schools throughout the county and expand children's services within current shelter programs by offering trauma counseling, parenting skills, and safety education.

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of the adoption of the	)	
(1994-95 Budget for Multnomah County,	)	
(Oregon, for the Fiscal Year July 1, 1994	)	RESOLUTION
(to June 30,1995 and making the appropriations	)	94-120
(thereunder, pursuant to ORS 294.435	)	

WHEREAS the above entitled matter is before the Board to consider the adoption of the budget for Multnomah County for the fiscal year July 1, 1994 to June 30, 1995; and

WHEREAS the Multnomah County budget as prepared by the duly appointed Budget Officer has been considered and approved by the Board; a public hearing has been held before the Multnomah County Tax Supervising and Conservation Commission on the 14th day of June 1994, and said budget has been duly certified by the said Tax Supervising and Conservation Commission with recommendations; and

WHEREAS said budget as certified is on file in the Office of the Chair of Multnomah County and the appropriations authorized therein are attached to this resolution as Attachment A; and

WHEREAS the Board has made certain amendments to the above-described budget, which amendments are attached to this Resolution as Attachment B;

WHEREAS the Board has responded to the recommendations from the Tax Supervising and Conservation Commission, which responses are attached to this Resolution as Attachment C,

NOW THEREFORE BE IT RESOLVED that the budget, including Attachments A, B, and C, is hereby adopted as the budget of Multnomah County, Oregon, and the attached appropriations are authorized for the fiscal year July 1, 1994 to June 30, 1995.

ADOPTED this 16th day of June 1994.

Board of County Commissioners
Multnomah County, Oregon

By _____
Beverly Stein, Chair

REVIEWED

for _____
Laurence Kressel, County Counsel
of Multnomah County, Oregon

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

GENERAL FUND (100)

Social Services	Personal Services	8,947,758
	Materials & Services	4,739,856
	Capital Outlay	93,758
	Agency Total	*13,781,372*
Health Department	Personal Services	5,771,388
	Materials & Services	1,286,691
	Capital Outlay	12,750
	Agency Total	*7,070,829*
Community Corrections	Personal Services	1,489,316
	Materials & Services	162,992
	Capital Outlay	0
	Agency Total	*1,652,308*
District Attorney	Personal Services	8,262,543
	Materials & Services	1,265,482
	Capital Outlay	68,533
	Agency Total	*9,596,558*
Sheriff	Personal Services	32,250,414
	Materials & Services	8,317,150
	Capital Outlay	188,183
	Agency Total	*40,755,747*
Environmental Services	Personal Services	4,913,760
	Materials & Services	3,403,234
	Capital Outlay	57,835
	Agency Total	*8,374,829*
Nondepartmental	Personal Services	7,220,086
	Materials & Services	13,269,697
	Capital Outlay	100,741
	Agency Total	*20,590,524*
All Agencies	Personal Services	68,855,265
	Materials & Services	32,445,102
	Capital Outlay	521,800
	Agency Totals	*101,822,167*
Cash Transfers	Federal State Fund	43,166,367
	County School Fund	1,275,650
	Library Fund	5,969,162
	Jail Levy Fund	1,414,493
	Assessment & Taxation Fund	7,586,029
	Justice Services Ops. Fund	119,652
	Capital Improvement Fund	2,960,032
	Recreation Fund	10,300
	Care Oregon Fund	49,649
	Facilities Management Fund	224,257
	Total Cash Transfers	*62,775,591*
Contingency		*1,914,877*
Unexpended Balance		*0*
Ending Working Capital		*0*
Total Appropriation		**166,512,635**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

ROAD FUND (150)

Sheriff	Materials & Services	*151,648*
Environmental Services	Personal Services	7,134,260
	Materials & Services	21,422,478
	Capital Outlay	7,169,594
	Agency Total	*35,726,332*
All Agencies	Personal Services	7,134,260
	Materials & Services	21,574,126
	Capital Outlay	7,169,594
	Agency Totals	*35,877,980*
Cash Transfers	General Fund	198,000
	Bicycle Ways Fund	53,071
	Willamette River Bridges Fund	3,264,788
	Total Cash Transfers	*3,515,859*
Contingency		*252,672*
Total Appropriation		**39,646,511**

EMERGENCY COMMUNICATIONS FUND (151)

Sheriff	Materials & Services	*76,363*
Total Appropriation		**76,363**

NATURAL AREAS ACQUISITION/PROTECTION FUND (153)

Environmental Services	Materials & Services	145,454
	Capital Outlay	413,825
	Agency Total	*559,279*
Cash Transfers	General Fund	*60,000*
Contingency		*30,000*
Total Appropriation		**649,279**

BICYCLE PATH CONSTRUCTION FUND (154)

Environmental Services	Materials & Services	82,142
	Capital Outlay	228,441
	Agency Total	*310,583*
Total Appropriation		**310,583**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

FEDERAL STATE FUND (156)

Social Services	Personal Services	22,213,998
	Materials & Services	78,739,969
	Capital Outlay	313,127
	Agency Total	*101,267,094*
Health Department	Personal Services	31,884,768
	Materials & Services	18,046,695
	Capital Outlay	454,689
	Agency Total	*50,386,152*
Community Corrections	Personal Services	14,108,153
	Materials & Services	7,830,164
	Capital Outlay	125,750
	Agency Total	*22,064,067*
District Attorney	Personal Services	1,646,949
	Materials & Services	484,488
	Capital Outlay	77,588
	Agency Total	*2,209,025*
Sheriff's Office	Personal Services	962,223
	Materials & Services	136,470
	Capital Outlay	22,636
	Agency Total	*1,121,329*
Environmental Services	Personal Services	20,092
	Materials & Services	49,908
	Capital Outlay	0
	Agency Total	*70,000*
Non Departmental	Personal Services	353,200
	Materials & Services	139,768
	Capital Outlay	5,000
	Agency Total	*497,968*
All Agencies	Personal Services	71,189,383
	Materials & Services	105,427,462
	Capital Outlay	998,790
	Agency Total	*177,615,635*
Total Appropriation		**177,615,635**

COUNTY SCHOOL FUND (157)

Non Departmental	Materials & Services	1,432,265
Total Appropriation		**1,432,265**

TAX TITLE FUND (158)

Environmental Services	Materials & Services	2,127,250
Cash Transfers	Assessment & Taxation Fund	*56,000*
Total Appropriation		**2,183,250**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

ANIMAL CONTROL FUND (159)

Cash Transfers	General Fund	851,200
Total Appropriation		**851,200**

WILLAMETTE RIVER BRIDGES FUND (161)

Environmental Services	Personal Services	2,072,833
	Materials & Services	1,116,654
	Capital Outlay	3,294,956
	Agency Total	*6,484,443*
Total Appropriation		**6,484,443**

LIBRARY SERIAL LEVY FUND (162)

Library Department	Personal Services	13,229,807
	Materials & Services	7,534,166
	Capital Outlay	148,650
	Agency Total	*20,912,623*
Cash Transfers	General Fund	*470,604*
Contingency		*36,174*
Total Appropriation		**21,419,401**

FAIR FUND (164)

Environmental Services	Personal Services	42,462
	Materials & Services	203,073
	Agency Total	*245,535*
Contingency		*55,665*
Total Appropriation		**301,200**

CONVENTION CENTER FUND (166)

Non Departmental	Materials & Services	*4,440,000*
Contingency		*20,000*
Total Appropriation		**4,460,000**

LAND CORNER PRESERVATION FUND (167)

Environmental Services	Materials & Services	*576,000*
Contingency		*128,000*
Total Appropriation		**704,000**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

INMATE WELFARE FUND (168)

Social Services	Personal Services	0
	Materials & Services	47,000
	Capital Outlay	0
	Agency Total	*47,000*
Sheriff's Office	Personal Services	232,669
	Materials & Services	598,344
	Capital Outlay	110,000
	Agency Total	*941,013*
Unexpended Balance		*0*
Total Appropriation		**988,013**

JAIL LEVY FUND (169)

Health Department	Personal Services	1,070,542
	Materials & Services	563,681
	Capital Outlay	0
	Agency Total	*1,634,223*
Community Corrections	Personal Services	0
	Materials & Services	1,669,908
	Capital Outlay	0
	Agency Total	*1,669,908*
Sheriff's Office	Personal Services	9,717,851
	Materials & Services	2,713,076
	Capital Outlay	81,825
	Agency Total	*12,512,752*
All Agencies	Personal Services	10,788,393
	Materials & Services	4,946,665
	Capital Outlay	81,825
	Agency Totals	*15,816,883*
Total Appropriation		**15,816,883**

ASSESSMENT & TAXATION FUND (175)

Environmental Services	Personal Services	7,354,565
	Materials & Services	3,945,501
	Capital Outlay	85,200
	Agency Total	*11,385,266*
Total Appropriation		**11,385,266**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

JUSTICE SERVICES SPECIAL OPERATIONS (180)

Community Corrections	Personal Services	479,677
	Materials & Services	69,605
	Capital Outlay	3,000
	Agency Total	*552,282*
District Attorney	Personal Services	208,552
	Materials & Services	2,414,831
	Capital Outlay	51,000
	Agency Total	*2,674,383*
Sheriff's Office	Personal Services	945,170
	Materials & Services	819,078
	Capital Outlay	56,545
	Agency Total	*1,820,793*
All Agencies	Personal Services	1,633,399
	Materials & Services	3,303,514
	Capital Outlay	110,545
	Agency Total	*5,047,458*
Cash Transfers	Capital Improvement Fund	*150,000*
Total Appropriations		**5,197,458**

CAPITAL LEASE RETIREMENT FUND (225)

Non Departmental	Materials & Services	*7,107,287*
Contingency		*5,520,222*
Total Appropriations		**12,627,509**

LIBRARY BOND SINKING FUND (226)

Environmental Services	Materials & Services	*2,397,145*
Total Appropriations		**2,397,145**

EQUIPMENT LEASE/PURCHASE FUND (234)

Non Departmental	Materials & Services	18,525
	Capital Outlay	1,564,495
	Agency Total	*1,583,020*
Total Appropriations		**1,583,020**

LEASE/PURCHASE PROJECT FUND (235)

Environmental Services	Materials & Services	323,000
	Capital Outlay	20,111,044
	Agency Total	*20,434,044*
Total Appropriations		**20,434,044**

LIBRARY CONSTRUCTION FUND (236)

Environmental Services	Materials & Services	2,000,000
	Capital Outlay	30,494,000
	Agency Total	*32,494,000*
Total Appropriations		**32,494,000**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

CAPITAL IMPROVEMENT FUND (240)

Environmental Services	Personal Services	351,987
	Materials & Services	650,034
	Capital Outlay	5,230,038
	Agency Total	*6,232,059*
Contingency		*152,180*
Total Appropriations		**6,384,239**

RECREATION FUND (330)

Environmental Services	Personal Services	0
	Materials & Services	458,303
	Capital Outlay	0
	Agency Total	*458,303*
Total Appropriations		**458,303**

ENTREPRENEURIAL INITIATIVES FUND (362)

Library Department	Personal Services	30,782
	Materials & Services	9,773
	Capital Outlay	900
	Agency Total	*41,455*
Total Appropriation		**41,455**

CARE OREGON FUND (390)

Health Department	Personal Services	1,121,759
	Materials & Services	51,901,890
	Capital Outlay	6,000
	Agency Total	*53,029,649*
Total Appropriation		**53,029,649**

INSURANCE FUND (400)

Non Departmental	Personal Services	1,280,828
	Materials & Services	21,161,361
	Capital Outlay	30,579
	Agency Total	*22,472,768*
Contingency		*5,688,425*
Total Appropriations		**28,161,193**

FLEET FUND (401)

Environmental Services	Personal Services	1,267,432
	Materials & Services	1,488,128
	Capital Outlay	1,699,000
	Agency Total	*4,454,560*
Contingency		*1,400,000*
Total Appropriations		**5,854,560**

Appropriations Schedule

Multnomah County, Oregon

Fiscal Year July 1, 1994 to June 30, 1995

TELEPHONE FUND (402)

Environmental Services	Personal Services	342,455
	Materials & Services	1,764,931
	Capital Outlay	379,707
	Agency Total	*2,487,093*
Contingency		*240,356*
Total Appropriations		**2,727,449**

DATA PROCESSING FUND (403)

Environmental Services	Personal Services	3,632,021
	Materials & Services	3,241,218
	Capital Outlay	109,700
	Agency Total	*6,982,939*
Contingency		*457,045*
Total Appropriations		**7,439,984**

DISTRIBUTION FUND (404)

Environmental Services	Personal Services	349,144
	Materials & Services	919,381
	Capital Outlay	22,300
	Agency Total	*1,290,825*
Contingency		*62,662*
Total Appropriations		**1,353,487**

FACILITIES MANAGEMENT FUND (410)

Environmental Services	Personal Services	3,404,103
	Materials & Services	13,896,339
	Capital Outlay	263,500
	Agency Total	*17,563,942*
Cash Transfers	Capital Improvement Fund	*750,000*
Contingency		*397,874*
Total Appropriations		**18,711,816**

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		TECHNICAL AMENDMENTS			
6/2	CFS 2	Reclassifications of 9 positions - no cost	0	0.00	0
6/2	CFS 8	Changes Level 7 allocations, recategorizes contract from Pass Through to Professional Services	10,493	0.00	208
6/13	CFS 21	Exchange State grant funding for General Fund support in Children and Families Commission	0	0.00	0
6/2	DA 3	Decreases forfeiture carryover, adjusts expenditures.	(18,137)	0.00	0
6/13	DA 10	Increases Downtown Neighborhood DA to full time. Adjusts budget to offset costs.	0	0.33	0
6/3	DCC 1	Moves money from pass-through to personal services to hire staff for Literacy program.	0	1.50	0
6/2	DES 10	Expenditure adjustments to reflect projected revenue in Distr. fund (decreases Fund 404 contingency)	22,611	0.00	0
6/2	DES 12	Adjusts Fleet fund expenditures to reflect service levels budgeted by other funds.(adjust contingency)	0	0.00	0
6/2	DES 14	Transfer PS to MS for custodial contracts	0	(2.00)	0
6/2	DES 18	Carryover Lease/Purchase Fund projects	(894,418)	0.00	0
6/2	DES 23	Two new positions for Bridge capital projects; adjust contingency as req'd by IGA; reduce captial impr.	0	2.00	0
6/2	DES 26	Transfer/reclass of employees within Transportation	6,857	0.00	0
6/2	DES 29	Adjust new capital projects and bike path expenditures from Road Fund.	9,109	0.00	0
6/2	HD 2	Moves funds from Service Reimbursement to ISD to Service Reimbursement for debt service for purchase of Software AG license	12,772	0.00	0
6/13	HD 10	REEP position deleted, Adds Op Sup	0	1.00	0
6/13	HD 11	Increases physician pay, reduces on call	129,000	0.00	0
6/2	JJS 1	Reclassifies OA2 to OA/Sr, reallocates M&S appropriations to increase Food and inadvertently omitted Equipment	0	0.00	0
6/2	Nond 1	Reclassifies Office Asst 2 to OA/Senior	0	0.00	0
6/2	Nond 5	CIC increase materials and supplies	2,000	0.00	(2,000)
6/2	Nond 6	Spec Appro. already budgeted in DES	(50,000)	0.00	50,000
6/2	Nond 8	Move Progress Board from Chair to Non-County	0	0.00	0

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		TECHNICAL AMENDMENTS			
6/13	Nond 25	Increases amount for Tax Anticipations Notes, due to higher interest rates	77,000	0.00	0
6/13	Nond 26	Decreases Capital Lease Retirement because Sprouse Bldg does not need to be budgeted	(528,892)	0.00	0
6/2	SO 4	Returns Court Services Unit to Deputy Sheriffs for full year.	0	0.00	0
6/2	SO 6	Reclasses within Corrections Records, adjusts costs.	(12,211)	0.00	12,211
6/2	SO 9	Increases budget for phone costs for video imaging.	28,236	0.00	(28,236)
		SUBTOTAL TECHNICAL AMENDMENTS	(1,205,580)	2.83	32,183

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		REVENUE AMENDMENTS			
6/7	ALL 1	Reduces COLA from 3% to 2.5% in Personal Services budgets	(745,000)	0.00	369,000
6/7	ALL 2	Reduces medical/dental insurance amounts for employees who are covered by the County self-insurance plan	(507,000)	0.00	250,000
6/2	ASD 3	OA 2	14,019	0.50	502
6/2	CFS 3	Carries over unspent 1993-94 State Mental Health Grant, appropriates it into program management until State establishes amounts and directs expenditures	1,847,000	0.00	0
6/2	CFS 4	Adjusts 1994-95 State Mental Health Grant to reflect most current State allocation	107,882	0.00	0
6/2	CFS 6	Carries over $3,500 of Partner's Project for consultant to the planning process for managed care	3,630	0.00	0
6/2	CFS 7	Carries over 1993-94 Level 7 funding to 1994-95	144,550	0.00	1,556
6/2	CFS 9	Carries over estimated 1993-94 unspent grant revenue for Youth programs, appropriates it into administration until actual amounts are known.	41,667	0.00	0
6/2	CFS 10	Appropriates State Mental Health Grant for Local Solutions Developmental Disabilities program. Carries over 93-4 allocation	251,982	3.00	0
6/2	DA 1	Increases Discovery revenue estimates, purchases 2 personal computers and increases Professional Services.	15,000	0.00	0
6/2	DA 2	Decreases Gresham revenue for Neighborhood DA to 1/2 funding. (See DA #6)	0	0.00	(34,323)
6/13	DA 6	Increases Victim's Assistance revenues, reduces general fund support. General Fund will be used for Gresham DA (DA #2) and Juvenile Court Deputy (DA #4).	118,000	0.00	60,000
6/2	DA 7	Carries over OTSD Grant, funded through September	25,471	0.50	0
6/2	DA 8	Adds Anti Drug Grant.	147,444	1.00	3,370
6/2	DA 9	Adds FINVEST Grant.	235,980	2.00	10,346
6/3	DCC 6	Increases unexpended state revenues for drug testing and 23 beds. Adds City of Portland revenue for 3% COLA for CPA.	448,028	0.00	17,495
6/3	DCC 8	Adjusts personal services costs with unexpended state revenues.	54,694	0.00	3,270

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		REVENUE AMENDMENTS			
6/2	DCC 10	Corrects error in Approved Budget to increase costs of drug free housing. Uses state funds.	13,006	0.00	596
6/2	DES 2	Prof. Svcs. at An. Control for Collection Agency. Will increase revenue by 27,000.	20,000	0.00	7,000
6/2	HD 3	Adds $2,239 of nuisance abatement rev	2,239		0
6/13	HD 12	Increases Dental DCO program	237,000	4.33	0
6/13	HD 13	Adjusts indirect to established rate	0	0.00	(35,663)
6/2	JJS 2	Adds State CSD GRIT revenue and passes it through to contractors providing gang transition services, also adds $47,000 for Juvenile Inmate Trust Account expenditures based on pay phone revenue.	344,573	0.00	0
6/2	JJS 3	Reduces State Edward Byrne grant funds for GIFT, and GRIT	(158,601)	(2.25)	(4,125)
6/2	JJS 5	Adds additional revenue from Washington County for 2 detention beds, with offsetting personnel costs	76,550	0.00	0
6/2	Nond 3	Emgy Mgmt FEMA revenue increase and reclassifies a Program Technician to Program Coordinator	4,489	0.00	75
6/7	Rev 1	Additional property tax, video lottery and BWC estimates	0	0.00	1,995,613
6/2	SO 11	Adds revenue, costs of maintenance and communications costs for video imaging.	71,381	0.00	0
		SUBTOTAL REVENUE AMENDMENTS	2,813,984	9.08	2,644,712

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		CARRYOVER AMENDMENTS			
6/2	ASD 1	Carries over CEP funds	25,000	0.00	0
6/2	ASD 2	Carries over construction costs at Tabor Square Building	36,458	0.00	0
6/16	DA 11	Carries over SED money for move to new site	26,033	0.00	1,033
6/2	DES 1	Carryover capital for Animal Control bldg	90,000	0.00	0
6/2	DES 3	Carryover Non-D Special Approp. for data processing projects	343,175	0.00	0
6/2	DES 4	Carryover obligation to City of Portland for nuisance abatement.	21,696	0.00	0
6/2	DES 5	Carryover contract for title searches (A&T)	35,000	0.00	0
6/2	DES 7	Carryover capital for A&T software	25,000	0.00	0
6/2	DES 8	Carryover Ed. & Training for A&T	3,335	0.00	0
6/2	DES 9	Carryover capital for equipment in Distribution	19,700	0.00	0
6/2	DES 11	Carryover Fleet fund capital for equipment ordered but not received in 93-94	124,000	0.00	0
6/2	DES 13	Carryover capital for Electronics equipment	1,200	0.00	0
6/2	DES 15	Carryover Facilities contractually obligated amounts	169,257	0.00	0
6/2	DES 16	Carryover Prof Svcs for FM work order system	40,000	0.00	0
6/2	DES 17	Carryover funds for Battery Bldg (Tax Title)	56,000	0.00	0
6/2	DES 22	Carryover Prof Svcs in DES admin	9,000	0.00	0
6/2	DES 24	Carryover Bridge Fund items	73,781	0.00	0
6/2	DES 25	Carryover of National Pollution Discharge Elimination System costs	165,000	0.00	0
6/2	DES 28	Carryover capital projects and equipment not yet recieved for Transportation	4,130	0.00	0
6/2	DES 30	Carryover amount from Utilities into Repair & Maint for Facil for jury box and gallery re-vamp.	15,000	0.00	0
6/2	DES 31	Carryover Sheriff's MDT equip. (Lease/Purch fund) (Boyer amend)	441,744	0.00	0
6/2	DES 32	Increase Cap. expenditures in Library bond fund for remianing G.O. Bonds (Boyer amend)	2,954,000	0.00	0
6/13	DES 36	Carries over contract in Land Use Planning	2,500	0.00	0
6/15	DES 37	Carries over software purchase for Purchasing system in the Lease/Purchase Fund	50,000	0.00	0
	HD 5	Carryover of X-ray capital	40,000		0
	HD8	Carryover of capital funds for Roosevelt HighHealth Clinic	45,000		0
6/13	HD 14	Carryover of equipment funds	6,400	0.00	0
6/2	Lib 1	Carryover of Building Mgmt Gresham Branch	32,277	0.00	0

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		CARRYOVER AMENDMENTS			
6/2	Lib 2	Carryover of Building Mgmt Technical Svs	161,385	0.00	0
6/2	Lib 3	Carryover of Books/Materials	34,741	0.00	0
6/2	Lib 4	Carryover Books/Materials & Murl Revenue	41,061	0.00	0
6/2	Nond 2	Equipment carryover Chair	7,800	0.00	0
6/2	Nond 4	Comm. Kelley equipment carryover	5,449	0.00	0
6/2	Nond 9	Carryover prof.svs in Labor Relations	6,000	0.00	0
6/2	Nond10	Carryover Columbia Gorge Panel	58,461	0.00	977
	SO 7	Carryover professional services for bar coding.	25,883	0.00	0
	SO 8	Carryover capital for levy vehicle.	14,236	0.00	0
6/2	SO 10	Carryover video imaging equipment.	30,897	0.00	0
6/2	SO 13	Carryover training costs of MDT radios.	17,951	0.00	0
6/2	SO 16	Carryover Courthouse security funds.	50,257	0.00	0
		SUBTOTAL CARRYOVER AMENDMENTS	5,308,807	0.00	2,010

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		PROGRAM AMENDMENTS			
5/12	CFS 1	Add $136,000 for homeless singles program as a match to Portland contribution assuming Portland shares 1992-4 homeless families funding shortfall	136,000	0.00	(386,000)
6/2	CFS 5	Increases staffing of Involuntary Commitment by shifting 1 position from A&D Assessment, and adding 1 position with State Mental Health Grant carryover.	70,658	1.00	0
6/2	CFS 11	Substitutes for lost Byrne grant funding of YEEP	24,237	0.00	(24,069)
6/2	CFS 12	Substitutes for lost Byrne grant funding of Family Violence staff	15,105	0.00	(15,000)
6/8	CFS 14	Outside In - food for homeless youth	25,000	0.00	(25,000)
6/8	CFS 15	Marshall High School coordinator	25,000	0.00	(25,000)
6/8	DA 4a	Adds Juvenile Court Trial Deputy. Offsets full cost by recording $27,000 of Assessment fee revenue	40,181	1.00	(40,181)
6/2	DA 5	Replaces 1/2 OA Sr with full time Legal Asst in Neighborhood DA program for child support services. Adjusts budget to offset costs; funded partially with SED revenues.	12,942	0.50	0
6/3	DCC 4	Adds 3% COLA for residential drug treatment in Jail Levy fund.	48,638	0.00	(48,300)
6/3	DCC 5	Uses unexpended state revenue to fund Safety Task Force recommendations.	173,287	1.00	8,156
6/3	DCC 7	Add Probation Officer funded with drug testing fees and dedicated to supervising predatory sex offenders - in a dedicated fund	51,400	1.00	2,048
6/3	DCC 9	Increases new Probation/Parole staff from 6 to 10 months. Uses unexpended state revenue.	210,597	6.50	8,391
6/2	DCC 11	Reduces 1 month of PPO staffing to pay for DCC #4, 3% COLA for jail levy residential drug treatment.	48,683	0.00	48,300
6/8	DCC 12	Substitutes for lost Byrne grant funding for STOP	43,400	0.00	(43,400)
6/2	DES 6	Add 29.700 to A&T for maint. contr. on mini-computer	0	0.00	0
6/2	DES 27	Add Sr. OA in Transportation	36,186	1.00	0
6/8	DES 35	Provide allotment for consultant to assist in preparing facilities strategic plan	25,000	0.00	(25,000)
5/4	HD 1	Add appropriate number of additional sanitarians and increase fees 6%	49,155	1.00	(12,289)

ATTACHMENT B

Date	Dept & Number	Amendments Adopted as Part of the 1994-95 Budget	Change in Cost	FTE	Increase (Decrease) GF Contingency
		PROGRAM AMENDMENTS			
6/2	HD 4	Adds $1,912,000 to Lease Purchase Project Fund funded with COPs; for North Portland Health Clinic, clinic construction and equipment and for Software AG license for move of Health DP to OHSU	1,912,000		0
6/6	HD 6	Adds .7 PDS for volunteer coordination and training	36,488		0
6/6	HD 7	Adds .5 Health Serv Spec for teen pregnancy prevention coordination	27,467		0
6/2	HD 9	Funds antiviolence programs: Coordinator (in Health) - $60,000, and Five Day Program (30,000)	90,507	1.00	(80,287)
6/2	JJS 4	Replaces State funding for GIFT, GRIT, and Juvenile Parole Transition	206,920	3.00	(206,920)
6/2	JJS 6	Restructures "Save Our Youth" to contract and monitoring	(341)	(1.80)	341
6/15	JJS 9	Delays startup of diversion program and sex offender program	(116,000)	(2.56)	116,000
6/8	Lib 8	Cut General Fund support of Marketing Director, pursue funding from Entrepreneurial Initiatives Fund and grants	0	0.00	39,848
6/7	Nond 11	Adds Grant Specialist to Budget Office	60,000	1.00	(60,000)
6/7	Nond 12	Adds Evaluation Specialist to Budget Office	80,000	1.00	(80,000)
6/7	Nond 23	Reduces Hotel/Motel tax payment to Metro, increases payment to Arts Commission	100,000	0.00	0
6/13	Nond 24	Increases amount budgeted for AFS food stamps, based on previous usage	8,000	0.00	(8,000)
5/4	PS 1	Add Community Corrections and Sheriff's Office components of the Jail Mental Health Program	98,322	1.00	(97,874)
6/10	Rev 2	Appropriates first million of additional BIT into reserve	0	0.00	0
6/2	SO 3	Adds OA2 to Concealed Weapons unit. Funded with dedicated revenue.	35,218	1.00	1,713
	SO 12	Sauvies Island BOEC costs.	1,000	0.00	(1,000)
6/2	SO 17	Costs associated with making Patrol Deputies and Sergeants EMT certified.	244,623	0.00	(244,623)
6/8	SO 18	Restores 4.68 Records Clerks cut as part of transfer to Portland	191,569	4.68	(191,569)
6/13	SO 19	Restores all but 24 sworn positions, 23 general fund and 1 in SEDE fund.	1,097,213	10.50	(1,097,213)
		SUBTOTAL PROGRAM AMENDS	5,108,455	31.82	(2,486,928)

ATTACHMENT C

The Board makes the following responses to the recommendations of the Tax Supervising and Conservation Commission contained in the letter certifying the 1994-95 County budget.

1. The budget document submitted to the TSCC was not initially Approved by the Commission. We recommend that future budgets submitted be Approved in accordance with ORS 294.421.

The Board of County Commissioners intends to pursue ways to improve the budget process, including potential changes in the statutory stages and timelines. The Board looks forward to further discussions with TSCC to this end.

2. Fund Total and History Discrepancies. We found discrepancies between the Budget Document, previous audits (CAFR's) and submitted LB forms in terms of fund detail totals in the current and previous years. We suggest that the financial systems within the county be compared and balanced. The Adopted Budget document should reflect the corrected numbers.

The Budget Office will revise the Financial Summary as appropriate to comply with this recommendation.

3. The Library Bond Debt Service Fund included no unappropriated balance budgeted, but rather an amount budgeted in "operating contingency." We recommend removing the amount from the operating contingency. We also recommend budgeting an amount sufficient to cover the debt service payments for the first half of the following year in unappropriated ending fund balance.

The Budget Office will revise the Financial Summary as appropriate to comply with this recommendation.

4. The Trust and Agency Funds were missing from the budget document. These should be included in the Adopted Budget.

The Budget Office will revise the Financial Summary as appropriate to comply with this recommendation.

TAX SUPERVISING & CONSERVATION COMMISSION

MULTNOMAH COUNTY, OREGON

724 Mead Building 421 S.W. Fifth Avenue

Portland, Oregon 97204-2189 (503) 248-3054 FAX 248-3053

June 17, 1994

1994 JUN 20 AM 11:22
MULTNOMAH COUNTY
OREGON

Board of County Commissioners
Multnomah County
1510 Portland Building
Portland, Oregon 97204

Dear Commission Members:

The Tax Supervising and Conservation Commission met on June 14, 1994 to review, discuss and conduct a public hearing on the Multnomah County 1994-95 Annual Budget. This hearing was conducted pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of the county.

The 1994-95 budget, filed April 29, 1994, is hereby certified with the recommendations noted. Estimates were judged to be reasonable for the purpose shown and the document was found to be in substantial compliance with the law.

Recommendations:

1. The budget document submitted to the TSCC was not initially approved by the Commission. We recommend that future budgets submitted be approved in accordance with ORS 294.421. We're very willing to work with you during the year to come up with a process that meets both our needs.

2. Fund Total and History Discrepancies. We found discrepancies between the Budget Document, previous audits (CAFR's), and submitted LB forms in the current and previous years. We suggest that the financial systems within the county be compared and balanced. The Adopted Budget document should reflect the corrected numbers.

3. The Library Bond Debt Service Fund included no unappropriated balance, but rather an amount budgeted in "operating contingency." We recommend removing the amount from the operating contingency. We also recommend budgeting an amount sufficient to cover the debt service payments for the first half of the following year in unappropriated ending fund balance.

4. The Trust and Agency Funds were missing from the budget document. These should be included in the Adopted Budget.

We'd like to commend you for integrating Benchmarks into the current year's budget document. We found the current year format "user friendly", and of more meaning to the external user.

The certified budget estimates and tax levies are identified on the attached schedule.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION

Lianne Thompson, Chair

Robert Brunmeier, Commissioner

Clarence Parker, Commissioner

Multnomah County 1994-95 Budget Certification
Schedule of Funds and Budget Estimates

Budget Estimates:		
General Fund		$166,874,552
Unappropriated Balance	$ (3,610,000)	
Road Fund		39,623,982
Emergency Communications Fund		76,363
Natural Areas Acquisition Fund		649,279
Bicycle Path Construction Fund		310,583
Federal State Fund		172,785,033
County School Fund		1,432,625
Tax Title Fund		2,127,250
Animal Control Fund		824,200
Willamette River Bridge Fund		6,410,662
Library Serial Levy Fund		21,260,198
Fair Fund		301,200
Convention Center Fund		4,560,000
Land Corner Preservation Fund		704,000
Inmate Welfare Fund		1,222,195
Unappropriated Balance	(281,182)	
Jail Levy Fund		15,824,723
Assessment and Taxation Fund		11,265,931
Justice Services Special Operations Fund		5,067,905
Capital Lease Retirement Fund		13,156,401
Library Bond Sinking Fund		3,611,927
Unappropriated Balance	(1,225,505)	
Library Entrepreneurial Initiatives Fund		41,455
Care Oregon Fund		53,127,518
Equipment Lease Purchase Fund		1,583,020
Lease Purchase Project Fund		19,416,462
Library Construction		29,540,000
Capital Improvement Fund		5,825,085
Recreation Fund		458,303
Insurance Fund		28,292,832
Fleet Fund		5,358,126
Telephone Fund		2,696,167
Data Processing Fund		7,988,076
Distribution Fund		1,331,437
Facilities Maintenance Fund		18,287,529
Trust & Agency Funds		2,099,000
Total Budget Estimates		$644,134,019
Total Unappropriated Balances		(5,116,687)

Multnomah County 1994-95 Budget Certification
Schedule of Funds and Budget Estimates - Continued:

Tax Levy:	
General Fund - Tax Base	$ 96,475,783
Debt Service Levy - Not Subject to Limit	1,706,150
Jail Levy - Outside Tax Base - Serial - Ending 1995-96	15,454,460
Library Levy - Outside Tax Base - Serial - Ending 1995-96	11,789,579
Total Tax Levy	$ 125,425,972

1. The Board of County Commissioners intends to consider the social work outreach problem in the Roosevelt Cluster in light of a School District 1 to cut the outreach position in that area. The Board may use a Contingency transfer if other options are not available to address this problem.

2. The appropriation for the Asian Acculturation Center will be made available at the 1994-95 approved level, subject to the annual County budget process, for a two year period. Specific outcomes to be measured include: the success of the program in leveraging other non-governmental funds and the success of the program in linking clients to other services and assimilation. Future funding will not be included in the 1996-97 current service level budget. Continuation of this program will be based on achievement of these outcomes and other outcome measures to be determined by the Community and Family Services Division and the contract agency.

3. The Board of County Commissioners intends that spending of the $100,000 added for support of Hispanic services in 1994-95 will not take place before the County has pursued joint planning discussions with other agencies, (including, at minimum, school districts, the Private Industry Council, Community and Family Services, and the Chair's Hispanic Advisory Committee).

4. The Board of County Commissioners intends for Juvenile Justice to pursue electronic replacement of paperwork in the Juvenile Justice system.

5. The Board of County Commissioners requests the District Attorney to explore collecting child support for homeless youth and distributing funds to caring agencies.

6. The Board of County Commissioners requires that proceeds from drug testing fees be accounted for in a separate account and used to support funding of Probation Officers supervising predatory sex offenders.

7. The Board of County Commissioners intends to consider the issue of guarding hospitalized prisoners when the Auditor has completed his overtime study and may use a Contingency transfer to address the issue at that time.

8. The Board of County Commissioners intends for the Library to explore partnering with Portland Public Schools for library services.

9. The Board of County Commissioners intends that fees dedicated into the Entrepreneurial Initiative Fund will continue to be allocated to that fund through December 1995.

10. The Board of County Commissioners requests the Library to pursue revenues collected as part of Cable Franchise Fees and dedicated to public information purposes as a funding source for library activities.

11. The Board of County Commissioners intends to review the legislative support process and may use a Contingency transfer of additional appropriations to address funding needs for this activity.

12. The Board of County Commissioners has approved the addition of a Labor Relations Specialist for 1994-95 but intends to end County support of that position at the termination of the 1995 bargaining cycle.

13. The Board of County Commissioners intends for County Counsel to pursue work load analysis for the County Counsel's office to determine the appropriate mix of resources to deliver legal services.

14. The Board of County Commissioners intends to explore appropriate uses of TSCC with the Legislature.

MEETING DATE JUN 16 1994

AGENDA NUMBER R-13

AGENDA PLACEMENT FORM

SUBJECT: **Resolution Levying Taxes for 1994-95** .

BOARD BRIEFING: Date Requested: _____ .

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: **June 16, 1994** .

Amount of Time Needed: **3 minutes** .

DEPARTMENT: **Nondepartmental** DIVISION Planning & Budget

CONTACT: **Dave Warren** TELEPHONE : **248-3822**

BLDG/ROOM: 106/1400

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED

[ ] INFORMATIONAL ONLY [X] POLICY DIRECTION [ ] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

6/17/94 true copies and copies to Dave Warren and Dave Boyer

Resolution levies property taxes:

General Fund	**$96,475,783**
Library Serial Levy Fund	**11,789,579**
Jail Levy Fund	**15,454,460**
Library General Obligation Bonds	**1,706,150**

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

MULTNOMAH COUNTY OREGON
1994 JUN 13 PM 12:10
COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

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

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Dave Warren, Principal Budget Analyst

TODAY'S DATE: June 7, 1994

REQUESTED PLACEMENT DATE: June 16, 1994

SUBJECT: Resolution Levying Taxes

I. Recommendation / Action Requested:

Approve the resolution levying the property taxes included in the 1994-95 Budget.

II. Background / Analysis:

The General Fund tax base is the 1993-94 amount plus the constitutionally allowed 6% increase. The two serial levy funds are levied at the amounts specified when the levies were placed before the voters. The General Obligation Bond levy is based on Dave Boyer's computation of the amount to be paid prior to collection of taxes in November 1995.

III. Financial Impact:

The General fund tax base and the two serial levies are subject to the constitutional limitation on local government tax rates. They will all be compressed approximately 10% on property inside the city limits of Portland. The General Obligation Bond levy is not subject to compression.

IV. Legal Issues:

None

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

None anticipated.

VIII. Other Government Participation:

The levy amounts were included in the December 1993 tax coordination plan among all jurisdictions in Multnomah County.

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of levying Ad Valorem	)	
(Property Taxes for Multnomah County,	)	RESOLUTION
(Oregon for Fiscal Year 1994-95	)	

WHEREAS on April 21, 1994, the Board of County Commissioners, after a duly noticed hearing, submitted the budget for Multnomah County, Oregon, for the fiscal year beginning July 1, 1994 and ending June 30, 1995, to the Tax Supervising and Conservation Commission; and

WHEREAS on June 9, 1994, the Tax Supervising and Conservation Commission met and discussed the budget, and certified the budget; and

WHEREAS on June 16, in accordance with that certification, the Board of County Commissioners adopted the budget for Multnomah County, Oregon for the 1994-95 fiscal year, and that budget provides for ad valorem property taxes levied on all property in Multnomah County;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Multnomah County hereby levies the taxes provided for in the adopted budget in the aggregate amount of $125,425,972 and that these taxes are levied upon all taxable property within Multnomah County as of 1:00 a.m. July 1, 1994. The following allocation and categorization subject to the limits of section 11b, Article XI of the Oregon Constitution make up the aggregate levy:

	Subject to the General Government Limitation	Excluded from the Limitation
Tax Base within 6% limitation (General Fund)	$ 96,475,783	0
Library Serial Levy Fund	11,789,579	0
Jail Levy Fund	15,454,460	0
Library General Obligation Bonds	0	1,706,150

ADOPTED this 16th day of June 1994.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By_____
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of levying Ad Valorem	)	
(Property Taxes for Multnomah County,	)	RESOLUTION
(Oregon for Fiscal Year 1994-95	)	94-121

WHEREAS on April 21, 1994, the Board of County Commissioners, after a duly noticed hearing, submitted the budget for Multnomah County, Oregon, for the fiscal year beginning July 1, 1994 and ending June 30, 1995, to the Tax Supervising and Conservation Commission; and

WHEREAS on June 14, 1994, the Tax Supervising and Conservation Commission met and discussed the budget, and certified the budget; and

WHEREAS on June 16, in accordance with that certification, the Board of County Commissioners adopted the budget for Multnomah County, Oregon for the 1994-95 fiscal year, and that budget provides for ad valorem property taxes levied on all property in Multnomah County;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Multnomah County hereby levies the taxes provided for in the adopted budget in the aggregate amount of $125,425,972 and that these taxes are levied upon all taxable property within Multnomah County as of 1:00 a.m. July 1, 1994. The following allocation and categorization subject to the limits of section 11b, Article XI of the Oregon Constitution make up the aggregate levy:

	Subject to the General Government Limitation	Excluded from the Limitation
Tax Base within 6% limitation (General Fund)	$ 96,475,783	0
Library Serial Levy Fund	11,789,579	0
Jail Levy Fund	15,454,460	0
Library General Obligation Bonds	0	1,706,150

ADOPTED this 16th day of June 1994.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:

_____
for Laurence Kressel, County Counsel
of Multnomah County, Oregon