



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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On-line Streaming Media, View Board Meetings

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MAY 25 & 27, 2004

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	6:00 p.m. Tuesday Public Budget Hearing
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:30 a.m. Thursday Multnomah County Audit on Building Leases
Pg 3	9:45 a.m. Thursday Sheriff's Office Budget Modification
Pg 3	9:50 a.m. Thursday Resolutions Authorizing Election to Receive Safety Net Payments
Pg 3	10:00 a.m. Thursday OSCP General Fund Contingency Request for CourtCare
Pg 3	10:15 a.m. Thursday Executive Session

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

(503) 491-7636, ext. 333 for further info
or: <http://www.mctv.org>

Tuesday, May 25, 2004 - 6:00 PM - 8:00 PM
Multnomah County East Building, Sharron Kelley Conference Room
600 NE 8th, Gresham

PUBLIC BUDGET HEARING

PH-1 Public Hearing on the 2004-2005 Multnomah County Budget. Testimony is limited to three minutes per person. Fill out a speaker form available in the Conference Room and turn it into the Board Clerk.

Thursday, May 27, 2004 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

C-1 Intergovernmental Non-Expenditure Agreement 0410575 with the City of Portland for the Completion of a Transportation System Plan for the County's Urban Unincorporated Pockets

SHERIFF'S OFFICE

C-2 Budget Modification 04_MCSO_02 Appropriating Enforcement Division Revenue by \$170,516 in the Federal/State Fund per Amended Intergovernmental Agreement with TriMet Increasing MCSO Presence from 2 to 4 FTE Deputy Sheriffs

C-3 Budget Modification 04_MCSO_03 Appropriating \$1,500 Safe Neighborhood Heroes Grant for the Purchase of Three Tasers

C-4 Budget Modification 04_MCSO_08 Appropriating \$22,000 from the Oregon Department of Transportation for Patrol Services in Work Zones

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

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

NON-DEPARTMENTAL - 9:30 AM

- R-1 Multnomah County Audit on Building Leases: Review Policies and Improve Practices. Presented by Suzanne Flynn, with Craig Hunt and Rie Anderson.

SHERIFF'S OFFICE - 9:45 AM

- R-2 Budget Modification 04_MCSO_07 Appropriating \$536,836 Transportation Security Administration Security Grant for the Purchase of Two River Patrol Boats and Two Boat Houses

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 9:50 AM

- R-3 RESOLUTION Authorizing Election to Receive O & C Land (Oregon and California Railroad Grant Lands) Related Safety-Net Payments Under P.L. 106-393
- R-4 RESOLUTION Authorizing Election to Receive National Forest Related Safety-Net Payments Under P.L. 106-393

OFFICE OF SCHOOL AND COMMUNITY PARTNERSHIPS - 10:00 AM

- R-5 Budget Modification OSCP 10 Requesting \$10,000 General Fund Contingency Transfer to Match an Increase of \$10,000 in Oregon Judicial Department Grant Funding for Multnomah CourtCare, Courthouse Child Care Center

Thursday, May 27, 2004 - 10:15 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Agnes Sowle. 15 MINUTES REQUESTED.

Thursday, May 27, 2004 - 10:30 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

E-2 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d). Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Gail Parnell and Invited Others. 15 MINUTES REQUESTED.

Lonnie Roberts
Multnomah County Commissioner
District 4



501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214
(503) 988-5213 phone
(503) 988-5262 fax
Email: lonnie.j.roberts@co.multnomah.or.us
www.co.multnomah.or.us/cc/ds4/

MEMORANDUM

DATE: May 21, 2004

TO: Chair Diane Linn
Commissioner Maria Rojo de Steffey, District 1
Commissioner Serena Cruz, District 2
Commissioner Lisa Naito, District 3
Board Clerk Deb Bogstad

FROM: Kristen West
Staff Assistant, Commissioner Lonnie Roberts

RE: Notice of Meeting Excuse

Commissioner Roberts will not be able to attend the May 27, 2004 Board Meeting or Executive Session. He will be attending the AOC Conference.



Maria Rojo de Steffey
Multnomah County Commissioner, District 1

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214

Phone: (503) 988-5220
FAX: (503) 988-5440
Email: district1@co.multnomah.or.us

MEMORANDUM

TO: Chair Diane Linn
Commissioner Serena Cruz
Commissioner Lisa Naito
Commissioner Lonnie Roberts
Clerk of the Board Deb Bogstad

FROM: Matthew Lashua - Staff Assistant to Commissioner Maria Rojo de Steffey

DATE: May 27, 2004

RE: Board Meeting & Executive Session Absence

Unexpectedly, Commissioner Rojo de Steffey was unable to attend the regular Board Meeting and Executive Session scheduled for 5/27/04 due to complications with root canal work.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: May 27, 2004

Agenda Item #: C-1

Est. Start Time: 9:30 AM

Date Submitted: 05/03/04

Requested Date: May 27, 2004

Time Requested: Consent Calendar

Department: DBCS

Division: Land Use and Transportation

Contact/s: Matthew Larsen

Phone: (503) 988-5050

Ext.: 29640

I/O Address: 455/2

Presenters: N/A (Consent)

Agenda Title: Intergovernmental Agreement 0410575 with City of Portland for the Completion of a Transportation System Plan for the County's Urban Unincorporated Pockets

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

We are requesting approval of a Governmental Agreement with the City of Portland (City). The County has chosen the City of Portland to act as a consultant for the development of a Transportation System Plan (TSP) for the urban unincorporated Pockets. The IGA will assign the roles of the City and the County in the development of the TSP and define the mechanism for reimbursing the City for its work.

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

The Land Use and Transportation Program has been awarded a grant from the Transportation and Growth Management Program of ODOT. The grant will fund the completion of a Transportation System Plan (TSP) for the urban unincorporated portions of the County. The State Transportation Planning Rule requires the County to complete TSPs wherever it provides transportation services. City of Portland staff will serve as consultants in the development of this TSP. The grant from ODOT and County staff time will pay for all work required for the completion of the TSP.

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

None.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**

- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

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

None.

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

City of Portland staff will serve as consultants for the development of the TSP. A Technical Advisory Committee will be formed of City and County staff to provide information for development of the TSP. Public meetings will be held as a part of the TSP development process. City of Portland staff will solicit comments from affected neighborhood associations.

Required Signatures:

Department/Agency Director: Robert A Maestre

Date: 04/28/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

**INTERGOVERNMENTAL AGREEMENT
TO CONTRACT FOR PLANNING SERVICES
BETWEEN CITY OF PORTLAND AND MULTNOMAH COUNTY FOR
MULTNOMAH COUNTY URBAN UNINCORPORATED AREAS TRANSPORTATION
SYSTEM PLAN**

This Intergovernmental Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2004, by the COUNTY OF MULTNOMAH, a county of the State of Oregon ("County"), and the City of PORTLAND, a municipal corporation of the State of Oregon ("City"), to contract for transportation planning services provided by the City to the County for the Urban Unincorporated areas for Multnomah County.

RECITALS:

- A. The City and County are authorized under the provision of ORS 190.003 to 190.030 to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform. This Agreement is made pursuant to the authority granted by ORS Chapter 190.
- B. The City and County entered into an Urban Planning Area Agreement (hereinafter "UPAA") dated March 5, 1998, and amended November 4, 1998. The UPAA provided for the coordination and orderly conversion of unincorporated, urbanizable land in the County to urban uses and authorized the City to prepare applicable comprehensive plan and implementing ordinances for the County's urban areas. This planning work has now largely been completed by the County's adoption of the City's applicable land use regulations and comprehensive plan zoning through County Ordinance 967 on October 11, 2001, with an effective date of January 1, 2002.
- C. The urban unincorporated portions of Multnomah County located in Portland's Urban Service Boundary are not part of an adopted transportation system plan (TSP). All areas within the region are required to be included in a TSP by OAR 660-012-0000 to 660-012-0070.
- D. The County was awarded a Transportation and Growth Management ("TGM") grant from the Oregon Department of Transportation ("ODOT") to prepare a TSP for the unincorporated portions of Multnomah County within the City's urban service area.
- E. The County desires the Portland Office of Transportation ("PDOT") to provide professional and technical services in the development of the Urban Unincorporated Areas TSP.

NOW, THEREFORE, THE CITY AND COUNTY DO MUTUALLY AGREE AS FOLLOWS:

AGREEMENT:

I. INTENT OF AGREEMENT

A. Scope of Work

Services to be performed by the City for the County shall be set out in Exhibit A: Statement of Work.

B. Compensation

1. The total County payment for the services and deliverables provided by the City under this Agreement, as described in Exhibit A: Statement of Work, shall not exceed \$60,000.
2. The rates and amounts for all services and deliverables shall be as set forth in Exhibit A: Statement of Work, page 11, in the Budget and Budget and Timeline Tables. No additional payment or additional work is authorized absent written amendment to this Agreement.
3. The City shall invoice the County every 60 days with a detailed accounting of the number and types of employee hours expended and the services and/or deliverables provided during the past 60 days prior to the date of invoice.
4. The County shall pay the invoice within 30 days after receipt provided the services and deliverables have been completed in accordance with the terms of this Agreement.
5. Except as provided herein, no other costs or expenses incurred by the City will be reimbursed or compensated for by the County.

II. OPERATING PROCEDURES AND RELATIONSHIP

A. Dispute Resolution

In the case of a dispute under this Agreement, the County Planning Director and the City Director of Transportation shall attempt to resolve the dispute informally. If the dispute cannot be resolved through this process, the parties shall submit their dispute to intergovernmental arbitration pursuant to ORS 190.710 through 190.800. Each of the parties shall bear its own expense of attorney fees and arbitration.

B. Amendment

This Agreement may be amended by mutual written agreement of the parties. Amendment shall be valid only when reduced to writing, approved as required, and signed.

To the extent that an agreement has no budgetary impact, the City Council and County Board of Commissioners grant authority to the County Planning Director and the City Director of Transportation to make changes to this Agreement needed to carry out the intent and provisions of the Agreement. Amendments that will result in a budgetary impact need to be made by the City Council and the Board of County Commissioners.

C. State of Oregon TGM Agreement Controlling

1. As noted in Recital D, the County has been awarded a TGM grant by the State of Oregon; this grant is the major funding source of the work to be performed pursuant to this Agreement. All expenditures of the TGM grant are subject to and controlled by an agreement between the County and the State of Oregon (hereinafter "State TGM Agreement"). The parties agree that their performance obligations under this Agreement are controlled and subject to all the terms and conditions of the State TGM Agreement, copy of which is attached identified as **Exhibit B** and hereby incorporated by this reference.
2. The City, by the signature of its authorized representative below, agrees that it is a subcontractor and a "lower tier participant" as described under Exhibit C, Section III, Appendix B, of the State TGM Agreement, and is subject to compliance with all terms and conditions imposed upon a "lower tier participant" under the State TGM Agreement.

III. TERMS OF AGREEMENT AND TERMINATIONS

A. General Terms

This Agreement shall be effective May 15, 2004, and shall remain in effect until June 30, 2005.

B. Nonappropriation

In the event of nonappropriation of funds or staff resources by the City or County, either party may terminate or reduce the scope of services to be provided and contract funding accordingly, but such party must provide notification of termination or reduction in scope of services to the other party as soon as practicable.

VI. INDEMNIFICATION

Subject to the conditions and limitation of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend, and hold harmless City from and against all liability, loss, and costs arising out of or resulting from acts of County, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, , City shall indemnify, defend, and hold harmless County from and against all liability, loss, and costs arising out of or resulting from the acts of City, its officers, employees, and agents in the performance of this Agreement.

VII. INSURANCE

County and City shall each be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

VIII. ADHERENCE TO LAW

Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

IX. NONDISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitations statutes and local nondiscrimination ordinances.

X. ACCESS TO RECORDS

Each party shall have access to the books, documents, and other records of the other which are related to this Agreement for the purpose of examination, copying, and audits, unless otherwise limited by law.

XI. SUBCONTRACTS AND ASSIGNMENTS

Neither party will subcontract or assign any part of this Agreement without the written consent of the other party, except that the City may subcontract or assign services under this Agreement if the subcontract or assignment applies generally to City land use services and not only to the Affected Area.

XII. PROPERTY OF THE COUNTY

In the event of termination of this Contract, all files and documents of any kind related to the scope of work set forth in this Agreement shall be transferred back to the County. The County shall only pay the actual costs of the transfer.

XIII. CONTRACT ADMINISTRATION

County designates Matthew Larsen, 1600 SE 190th Ave., Portland OR 97233, to represent County in all matters pertaining to the administration of this Agreement. The City designates Deena Platman, 1120 SW Fifth Ave., Suite 800, Portland OR 97204, to represent the City in all matters pertaining to the administration of this Agreement.

XIV. ENTIRETY OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or changes of the terms of the Agreement shall bind either party unless made in writing and signed by both parties.

XV. SEVERABILITY

County and City agree that if any terms or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

By: _____
Diane Linn, Chair

By: _____
Commissioner Jim Francesconi

Date: _____

Date: _____

By: _____
Cecilia Johnson, Director
Dept. of Business & Community Svcs.

Date: _____

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

APPROVED:

By: Matthew O. Ryan
Matthew O. Ryan,
Assistant County Attorney

By: _____
Gary Blackmer, Auditor

Date: 5/3/04

Date: _____

BOGSTAD Deborah L

From: KRAMER Cathey M
Sent: Monday, May 24, 2004 4:42 PM
To: BOGSTAD Deborah L
Subject: RE: Special Request

Formatting/page endings. When I accepted the changes that Matt made after it was finalized, I did not know that it seriously misnumbered it. I have cleaned up formatting only. But it is necessary reformatting.

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

From: BOGSTAD Deborah L
Sent: Monday, May 24, 2004 4:39 PM
To: KRAMER Cathey M
Subject: RE: Special Request
Importance: High

Cathey – if the agreement has been revised, the Board has to pull it from the consent calendar and approve the substitute. Does Matt Ryan know this? What are the revisions.

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

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

From: KRAMER Cathey M
Sent: Monday, May 24, 2004 4:36 PM
To: BOGSTAD Deborah L
Subject: RE: Special Request

I just had the Department sign five originals. Here is the revised Agrmt file. Hard copies will be in the mail Tuesday morning. Thanks for your help.

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

From: BOGSTAD Deborah L
Sent: Monday, May 24, 2004 4:14 PM
To: KRAMER Cathey M
Subject: RE: Special Request

Okay. I have five originals, not four – Matt signed them, so I'll have to get his signature(s) again. They won't be ready for pick up until after lunch on May 27th. Have them call me when they get ready to come, okay?

5/24/2004

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

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

From: KRAMER Cathey M
Sent: Monday, May 24, 2004 3:03 PM
To: BOGSTAD Deborah L
Subject: Special Request

Deb, I have a special request concerning C-1 (DBCS) for Thursday. Can you pull the originals and substitute new hard copies that I send to you, please? Also, I will be sending a cover letter for the City of Portland. To expedite their signatures, Matt Larsen would like you to hold them after the meeting 5/27 for pickup by a Portland representative. I didn't make a note, but I think we submitted 4 originals.

Thanks.

Cathey Kramer
LUT/Operations Supervisor
(503) 988-5050 x22589

5/24/2004

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

From: KRAMER Cathey M

Sent: Monday, May 24, 2004 3:03 PM

To: BOGSTAD Deborah L

Subject: Special Request

Deb, I have a special request concerning C-1 (DBCS) for Thursday. Can you pull the originals and substitute new hard copies that I send to you, please? Also, I will be sending a cover letter for the City of Portland. To expedite their signatures, Matt Larsen would like you to hold them after the meeting 5/27 for pickup by a Portland representative. I didn't make a note, but I think we submitted 4 originals.

Thanks.

Cathey Kramer
LUT/Operations Supervisor
(503) 988-5050 x22589

Deb -

The replacement Agrmts for
C-1-DBCS 5/27/04
are attached.

Thanks -



Dept. of Business and Community Services
MULTNOMAH COUNTY OREGON

Land Use and Transportation Program

1600 SE 190th Avenue
Portland, Oregon 97233-5910
(503) 988-5050

May 27, 2004

City of Portland
Attn: Deena Platman
1120 SW Fifth Ave., Room 800
Portland OR 97204

Re: Governmental Agreement between Multnomah County and City of Portland for
Professional/Technical Svcs in developing TSP in Unincorporated County
County No. 0410575

Dear Ms. Platman:

Enclosed are five (5) originals of the above-referenced Governmental Agreement.
The Agreement was executed by Multnomah County officials on May 27th.

Please forward the originals to the appropriate City of Portland officials for final
signatures. **After execution by Portland, please return two (2) originals to
Multnomah County Land Use and Transportation Program, Attn: Cathey
Kramer, Operations Supervisor, 1600 S.E. 190th Avenue, Portland OR 97233,
for county files.** The other three originals are for City of Portland files.

If you have any questions about the Agreement, please call Matthew Larsen, at
(503) 988-5050 x29640. Thank you.

Sincerely,

Cathey M. Kramer
Operations Supervisor

Enclosures (Five Original Agreements)

5902.LTR

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) Attached Not Attached Contract #: 0410575
 Amendment #: _____

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

Department: Business and Community Services Division: Land Use & Trans Program Date: 4/27/04
 Originator: Matt Larsen Phone: x29640 Bldg/Rm: 455/Annex
 Contact: Cathey Kramer Phone: x22589 Bldg/Rm: 455/Annex

Description of Contract: Governmental Agreement with the City of Portland to provide professional/technical services in the development of a Transportation System Plan (TSP) for the urban unincorporated areas of the County, utilizing funds awarded through a State Transportation Growth Management (TGM) grant to reimburse the City for its services.

RENEWAL: PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: MBE WBE ESB QRF State Cert# _____ or Self Cert Non-Profit N/A (Check all boxes that apply)

Contractor: <u>City of Portland</u> Address: <u>1120 SW Fifth Ave, Room 800</u> City/State: <u>Portland OR</u> ZIP Code: <u>97204</u> Phone: <u>(503) 823-7567 (Contact: Deena Platman)</u> Employer ID# or SS#: <u>N/A</u> Contract Effective Date: <u>5/15/04</u> Term Date: <u>6/30/05</u> Amendment Effect Date: _____ New Term Date: _____	Remittance address: _____ (If different) Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Funding Info:
Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>\$60,000</u>	Original Requirements Amount \$ _____ Total Amt of Previous Amendments \$ _____ Requirements Amount Amendment \$ _____ Total Amount of Requirements \$ _____

REQUIRED SIGNATURES:

Department Manager <u>Robert Maestre</u>	DATE <u>4-28-04</u>
Purchasing Manager _____	DATE _____
County Attorney <u>Matthew J. Ryan</u>	DATE <u>5/3/04</u>
County Chair <u>Chari ...</u>	DATE <u>5-2</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: _____

APPROVED: MULTNOMAH COUNTY BOARD OF COMMISSIONERS
 AGENDA # C-1 DATE 05.27.04
 DEBORAH L. BOGSTAD, BOARD CLERK

**INTERGOVERNMENTAL AGREEMENT
TO CONTRACT FOR PLANNING SERVICES
BETWEEN CITY OF PORTLAND AND MULTNOMAH COUNTY FOR
MULTNOMAH COUNTY URBAN UNINCORPORATED AREAS TRANSPORTATION
SYSTEM PLAN**

This Intergovernmental Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2004, by the COUNTY OF MULTNOMAH, a county of the State of Oregon ("County"), and the City of PORTLAND, a municipal corporation of the State of Oregon ("City"), to contract for transportation planning services provided by the City to the County for the Urban Unincorporated areas for Multnomah County.

RECITALS:

- A. The City and County are authorized under the provision of ORS 190.003 to 190.030 to enter into intergovernmental agreements for the performance of any or all functions that a party to the agreement has authority to perform. This Agreement is made pursuant to the authority granted by ORS Chapter 190.
- B. The City and County entered into an Urban Planning Area Agreement (hereinafter "UPAA") dated March 5, 1998, and amended November 4, 1998. The UPAA provided for the coordination and orderly conversion of unincorporated, urbanizable land in the County to urban uses and authorized the City to prepare applicable comprehensive plan and implementing ordinances for the County's urban areas. This planning work has now largely been completed by the County's adoption of the City's applicable land use regulations and comprehensive plan zoning through County Ordinance 967 on October 11, 2001, with an effective date of January 1, 2002.
- C. The urban unincorporated portions of Multnomah County located in Portland's Urban Service Boundary are not part of an adopted transportation system plan (TSP). All areas within the region are required to be included in a TSP by OAR 660-012-0000 to 660-012-0070.
- D. The County was awarded a Transportation and Growth Management ("TGM") grant from the Oregon Department of Transportation ("ODOT") to prepare a TSP for the unincorporated portions of Multnomah County within the City's urban service area.
- E. The County desires the Portland Office of Transportation ("PDOT") to provide professional and technical services in the development of the Urban Unincorporated Areas TSP.

NOW, THEREFORE, THE CITY AND COUNTY DO MUTUALLY AGREE AS FOLLOWS:

AGREEMENT:

I. INTENT OF AGREEMENT

A. Scope of Work

Services to be performed by the City for the County shall be set out in Exhibit A: Statement of Work.

B. Compensation

1. The total County payment for the services and deliverables provided by the City under this Agreement, as described in Exhibit A: Statement of Work, shall not exceed \$60,000.
2. The rates and amounts for all services and deliverables shall be as set forth in Exhibit A: Statement of Work, page 11, in the Budget and Budget and Timeline Tables. No additional payment or additional work is authorized absent written amendment to this Agreement.
3. The City shall invoice the County every 60 days with a detailed accounting of the number and types of employee hours expended and the services and/or deliverables provided during the past 60 days prior to the date of invoice.
4. The County shall pay the invoice within 30 days after receipt provided the services and deliverables have been completed in accordance with the terms of this Agreement.
5. Except as provided herein, no other costs or expenses incurred by the City will be reimbursed or compensated for by the County.

II. OPERATING PROCEDURES AND RELATIONSHIP

A. Dispute Resolution

In the case of a dispute under this Agreement, the County Planning Director and the City Director of Transportation shall attempt to resolve the dispute informally. If the dispute cannot be resolved through this process, the parties shall submit their dispute to intergovernmental arbitration pursuant to ORS 190.710 through 190.800. Each of the parties shall bear its own expense of attorney fees and arbitration.

B. Amendment

This Agreement may be amended by mutual written agreement of the parties. Amendment shall be valid only when reduced to writing, approved as required, and signed.

To the extent that an agreement has no budgetary impact, the City Council and County Board of Commissioners grant authority to the County Planning Director and the City Director of Transportation to make changes to this Agreement needed to carry out the intent and provisions of the Agreement. Amendments that will result in a budgetary impact need to be made by the City Council and the Board of County Commissioners.

C. State of Oregon TGM Agreement Controlling

1. As noted in Recital D, the County has been awarded a TGM grant by the State of Oregon; this grant is the major funding source of the work to be performed pursuant to this Agreement. All expenditures of the TGM grant are subject to and controlled by an agreement between the County and the State of Oregon (hereinafter "State TGM Agreement"). The parties agree that their performance obligations under this Agreement are controlled and subject to all the terms and conditions of the State TGM Agreement, copy of which is attached identified as **Exhibit B** and hereby incorporated by this reference.
2. The City, by the signature of its authorized representative below, agrees that it is a subcontractor and a "lower tier participant" as described under Exhibit C, Section III, Appendix B, of the State TGM Agreement, and is subject to compliance with all terms and conditions imposed upon a "lower tier participant" under the State TGM Agreement.

III. TERMS OF AGREEMENT AND TERMINATIONS

A. General Terms

This Agreement shall be effective May 15, 2004, and shall remain in effect until June 30, 2005.

B. Nonappropriation

In the event of nonappropriation of funds or staff resources by the City or County, either party may terminate or reduce the scope of services to be provided and contract funding accordingly, but such party must provide notification of termination or reduction in scope of services to the other party as soon as practicable.

IV. INDEMNIFICATION

Subject to the conditions and limitation of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend, and hold harmless City from and against all liability, loss, and costs arising out of or resulting from acts of County, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, , City shall indemnify, defend, and hold harmless County from and against all liability, loss, and costs arising out of or resulting from the acts of City, its officers, employees, and agents in the performance of this Agreement.

V. INSURANCE

County and City shall each be responsible for providing workers' compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

VI. ADHERENCE TO LAW

Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

VII. NONDISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitations statutes and local nondiscrimination ordinances.

VIII. ACCESS TO RECORDS

Each party shall have access to the books, documents, and other records of the other which are related to this Agreement for the purpose of examination, copying, and audits, unless otherwise limited by law.

IX. SUBCONTRACTS AND ASSIGNMENTS

Neither party will subcontract or assign any part of this Agreement without the written consent of the other party, except that the City may subcontract or assign services under this Agreement if the subcontract or assignment applies generally to City land use services and not only to the Affected Area.

X. PROPERTY OF THE COUNTY

In the event of termination of this Contract, all files and documents of any kind related to the scope of work set forth in this Agreement shall be transferred back to the County. The County shall only pay the actual costs of the transfer.

XI. CONTRACT ADMINISTRATION

County designates Matthew Larsen, 1600 SE 190th Ave., Portland OR 97233, to represent County in all matters pertaining to the administration of this Agreement. The City designates Deena Platman, 1120 SW Fifth Ave., Suite 800, Portland OR 97204, to represent the City in all matters pertaining to the administration of this Agreement.

XII. ENTIRETY OF AGREEMENT

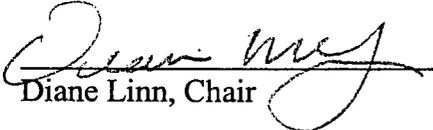
This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or changes of the terms of the Agreement shall bind either party unless made in writing and signed by both parties.

XIII. SEVERABILITY

County and City agree that if any terms or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

By: 
Diane Linn, Chair

By: _____
Commissioner Jim Francesconi

Date: 5.27.04

Date: _____

By:  RM
Cecilia Johnson, Director
Dept. of Business & Community Svcs.

Date: 05.24.04

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

APPROVED:

By: 
Matthew O. Ryan,
Assistant County Attorney

By: _____
Gary Blackmer, Auditor

Date: 05.27.04

Date: _____

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 05.27.04
DEBORAH L. BOGSTAD, BOARD CLERK

EXHIBIT A

Multnomah County
Department of Business and Community Services
Land Use and Transportation Program

URBAN UNINCORPORATED MULTNOMAH COUNTY
TRANSPORTATION SYSTEM PLAN

STATEMENT OF WORK

Definitions:

CAC – Citizen Advisory Committee
City – City of Portland
County – Multnomah County
MCUU – Multnomah County Urban Unincorporated
ODOT – Oregon Department of Transportation
RTP – Region Transportation Plan
TAC – Technical Advisory Committee
TGM – Transportation and Growth Management
TSP – Transportation System Plan

General Description of Project Area

The urban unincorporated portions of Multnomah County (County) that are within Portland's Urban Services Boundary are located adjacent to the Northwest, Southwest and Far Southeast transportation districts, identified in Portland's Transportation System Plan (TSP).

The seven areas adjacent to the Northwest District are located to the north of US 26 and generally south of NW Cornell. The largest area covers slightly more than one square mile. The other parcels are much smaller in size. The area is characterized by low-density single-family development and undeveloped land.

The three areas adjacent to the Southwest District are located in the northwest and southeast parts of the district. The area adjacent to the northwest part of the district is centered on SW Patton, SW Scholls Ferry and SW Humphrey. This area is slightly less than a square mile in size and is characterized by low-density single-family development and some undeveloped parcels. The area adjacent to the southeast boundary of the district is the Dunthorpe neighborhood. This area is approximately six square miles in size. It is bounded roughly by SW Terwilliger on the west and the Willamette River on the east. Southwest Macadam/SW Riverside (Highway 43) runs north/south near its eastern boundary. This area is characterized by large, older single-family homes on large lots. The third area is located south and east of SW Boones Ferry between SW 8th and SW 19th. This area is approximately three-quarters of a square mile in size and is characterized by low-density single family development oriented to SW Englewood, which runs east/west through it.

There are two areas adjacent to the Far Southeast District boundary. One is the northern half of the Lincoln Memorial Park cemetery south and west of SE Mt. Scott Boulevard. The second area lies on either side of SE Barbara Welch Road, which runs through it in a

north/south direction. These two areas total approximately one-half of a square mile in size. The area around SE Barbara Welch is very sparsely populated with single-family homes.

Problem Statement

The urban unincorporated portions of Multnomah County located in Portland's Urban Service Boundary are not part of an adopted TSP. All areas within the region are required to be included in a TSP. The TSP for these areas will allow development to proceed in an orderly way by addressing the following transportation issues including:

- ❑ Inadequacy of transportation infrastructure – generally, the unincorporated areas suffer from substandard collector and local streets that lack adequate road drainage, curbs and sidewalks.
- ❑ Circulation and connectivity – topography and development patterns have created a street network that is discontinuous, impeding pedestrians and bicyclists, and generating out of direction travel for all modes.
- ❑ Pedestrians and bicyclists – areas lack infrastructure that support safe and convenient travel on foot or by bike.
- ❑ Transit service and amenities– these areas are inadequately served by transit.
- ❑ Traffic impacts – traffic speeds and volumes on local and collector roads are raising safety concerns.

Metro's Urban Growth Management Functional Plan and Portland's Comprehensive Plan both support planned infill prior to expansion of the urban growth boundary. Planned infill requires the development of comprehensive infrastructure plans prior to development. These urban unincorporated areas of Multnomah County have not had the benefit of this level of planning. Planning for new connected streets and accessways will allow these areas to transition to their planned densities.

Without a comprehensive transportation system plan for these areas, there is little assurance that the necessary level of infrastructure will be provided, either as development occurs or as part of capital improvement programs.

In addition to addressing the important issue of compliance with Transportation Planning Rule requirements, this project will also resolve a development review coordination issue between Multnomah County and the City of Portland. In 2001, the Portland Bureau of Planning completed a planning project with the goal of establishing City zoning for these areas. The Multnomah County Board of Commissioners adopted the City of Portland's comprehensive plan, zoning code, and zoning maps for these areas, and transferred responsibility for development review for land use in the unincorporated areas to the City, effective January 1, 2002. Multnomah County retains jurisdiction and development review responsibilities for the transportation system.

Development activity in the urban pockets has increased significantly since the transfer of land use authority in 2002. This increase has exposed the differences in the road classification systems of the City and the County. For example, Multnomah County does not have a separate transit or pedestrian classification system and the City of Portland does. Conversely, the City of Portland does not have standards for local access roads, which make up a large portion of the road system within the urban pockets. In the interim, the City of Portland and Multnomah County developed a conversion table and maps that attempt to match the County and City systems. However, no policy has been established to determine how or when one jurisdiction can vary from its standards to match the requirements of the

other jurisdiction. The inconsistency between the two classification systems makes it difficult to determine transportation requirements for development in the unincorporated areas.

This project will resolve the differences in policy definitions, provide smooth transitions of street classifications, eliminate gaps in the classification of the street network and develop standards for street design and connectivity. A licensed professional engineer shall oversee all traffic analysis work in connection with this project, and all work must be done according to the Oregon Department of Transportation's (ODOT) 2001 TSP Guidelines (available on the Internet <http://www.odot.state.or.us/tdb/planning/tsp/index.htm>).

This project will build upon the recent effort by Multnomah County to update its functional classification for its Trafficway street classification system. The update has brought the county traffic classification into conformance with the classification and standards of affected jurisdictions included in the project – Oregon Department of Transportation, Metro, and the cities of Fairview, Gresham, Portland, Troutdale, and Wood Village. The process recommended comprehensive plan amendments to the adopted Multnomah County Function Classification of Trafficways map and text. The products from this project will be folded into the development of a comprehensive TSP for the urban unincorporated areas.

Project Objectives

Prepare the Multnomah County Urban Unincorporated Transportation System Plan to:

- Comply with the Transportation Planning Rule and the Regional Transportation Plan (RTP) to ensure a transportation system that is safe and efficient for all modes;
- Improve motor vehicle, transit, bicycle, pedestrian, freight, and emergency vehicle access and circulation by planning for safe, direct and convenient travel appropriate to the mode.
- Establish common street classifications to allow administration of City zoning regulations and County road standards;
- Identify key street connections and pedestrian/bicycle accessways to meet connectivity standards established by Metro.
- Ensure public concerns are addressed through a comprehensive technical and outreach process that identifies transportation needs and solutions through capital projects, programs and strategies;
- Be consistent with the regional street design and performance standards;
- Accommodate efficient development at planned densities.

Transportation Relationships and Benefits

This project is to prepare a transportation system plan that, specifically, will address street designs, and street and bicycle/pedestrian connections.

APPROACH

TASK 1 PROJECT MANAGEMENT & ADMINISTRATION

Objective(s):

Efficiently manage tasks leading to the adoption of the Multnomah County Urban Unincorporated Transportation System Plan.

Methodology:

1. County will prepare bi-monthly progress status reports.
2. Manage Intergovernmental Agency Agreement with City of Portland, Office of Transportation including the review of invoices. The County is subcontracting with the City for a portion of the work; however the County is responsible for the deliverables and other terms of this Statement of Work.
3. Prepare invoices for TGM grant manager.
4. Coordinate project team meetings (at least one per task in Tasks 2-7). Record discussion.

Deliverables:

A. County

1. Invoices to ODOT
2. Project team meetings minutes
3. Bi-monthly project status reports to ODOT

B. City

1. Monthly project status report and invoices to Multnomah County

Budget: \$6,000

Schedule: Months 1 - 13

TASK 2 PUBLIC INVOLVEMENT AND TECHNICAL COORDINATION

Objective(s):

Conduct a public involvement process that is inclusive and allows citizens to actively participate in the development of the TSP.

Ensure project coordination with all affected public agencies.

Methodology:

County shall coordinate agency participation, public involvement and outreach to the planning areas.

1. City will identify other planning activities in or near the Multnomah County Urban Unincorporated TSP planning area.
2. City staff, with the County's assistance, will identify stakeholders for each sub-area including all property owners, residents, neighborhood and business associations representatives, institutions, and area service providers
3. City staff will take the lead on formation of a technical advisory committee (TAC) including representatives from ODOT, County, City, TriMet, Metro, Washington County, Clackamas County, and City of Lake Oswego and convene meetings at key points in the development process.
4. City staff will establish a citizen advisory committee (CAC), comprised of representatives from the project sub-areas and other identified stakeholders.

5. City staff, with the County's assistance, will establish a public involvement and outreach program that includes a project website, newsletters, public presentations and CAC participation. Program set up includes:

- Creation of project mailing list.
- Development of web site, which will be updated as the project progresses. The County will host the web site. The City will be responsible web site content and will provide a link to the site from the Portland Transportation web site.
- Prepare a tentative schedule of TAC, CAC and community presentations.

(Note: Meetings of the CAC and TAC, community presentations, and newsletters are listed as sub-task under the task in which they occur.)

Deliverables:

A. County

1. Web site hosting

B. City

1. Mailing list of stakeholders in sub-areas.
2. List of CAC and TAC members, including contact information
3. Web site design
4. Schedule of TAC, CAC, and community presentations

Budget: \$5,000

Schedule: Month 1

TASK 3 EXISTING CONDITIONS

Objective(s):

Identify existing physical conditions, policies and previous planning efforts associated with each project sub-area as a basis for developing policy and right-of-way standards, master street plans, and transportation infrastructure needs.

Methodology:

1. County staff will provide maps and other information requested by the City. City staff will document existing conditions, plans and policies including:
 - Comparison table of comprehensive plan policies effect in both County and City with commentary on differences, rationales for policy
 - Comparison table of County and City street right-of-way and design standards commentary on differences, rationales for standards
 - Table of previously identified capital improvement projects or programs
 - Map of existing rights-of-way including improved, unimproved and paper streets (County staff will generate)
 - Map of land use patterns identified by zoning and comprehensive plan designations (County staff will generate)
 - Map of activity locations such as commercial centers, schools, libraries, parks/community centers, fire stations, and transit stops (County staff will generate)

- Tables of traffic conditions including three-year crash data, vehicle speed and traffic volumes. Traffic volume counts must be collected at strategic intersections that have inadequate operational characteristics (within each sub-area). These traffic volumes must be used in conjunction with future land use forecasts (from the travel demand model) in Task 5 to determine possible build solutions in congested areas. All traffic flows must be adjusted to the 30th highest Hour (P.M. Peak Hour in Portland). Operational characteristics must be represented using RTP performance standards, and the result shown in a table, a schematic, or both.
 - Table and maps of travel demand forecast (adopted RTP 2020)
 - Map of existing pedestrian and bike on-street and off-street facilities (County staff will generate)
 - Map of environmental constraints such as slopes, environmental protection zones, streams, floodplains (County staff will generate)
2. City staff will conduct TAC meeting #1 to include introduction of project background, work plan, and review of existing conditions information. Record comments and concerns.
 3. City staff will conduct CAC meeting #1 to introduce the project background and work plan, review existing conditions information. Record comments and concerns.
 4. City staff will revise existing conditions data information in response to input for TAC and CAC meetings.
 5. City staff will prepare newsletter #1 to include introduction to the project purpose, plan products, anticipated schedule, existing conditions findings, web site address, and contact information. Newsletter will be mailed to study area mailing list and copies distributed to local activity centers in each sub-area (schools/libraries/community centers).
 6. County staff will post an update to the web site with existing conditions findings and newsletter #1.

Deliverables:

A. County

1. Maps for inclusion in the existing conditions technical memo
2. Other relevant documents as requested by the City

B. City

1. Existing conditions technical memo that includes narrative and graphic illustrations describing policy, land use, transportation, and environmental findings for each study sub-area.
2. A schematic of existing traffic volumes for each of the seven sub-areas.
3. Production and distribution of Newsletter #1
4. TAC #1 and CAC #1 meeting minutes, agenda, handouts

Budget: \$12,500

Schedule: Months 1 - 3

TASK 4 POLICIES AND STANDARDS

Objective(s):

Develop new or revise existing transportation policies and standards in compliance with the state Transportation Planning Rule and the Regional Transportation Plan.

Identify and reconcile conflicting County and City policy and standards including transportation policies, functional street classification, and street cross-sections.

Ensure recommended policies and standards can be administered efficiently.

Methodology:

1. Using the comparison table developed in Task 2, City staff will identify inconsistencies or conflicts between existing Multnomah County and City of Portland policies and standards that need to be resolved.
2. City staff will conduct an analysis of identified policy and standard conflicts to identify alternative solutions. Provide rationale and potential trade-offs of alternative solutions.
3. City staff will conduct TAC meeting #2 to review policy and standard analysis and alternative solutions. Record comments and concerns.
4. City staff will develop evaluation criteria for determining functional street classifications for traffic, transit, pedestrian, bicycle, emergency response, and freight networks using County and City transportation policy as framework. Apply criteria to create a draft map of street classifications.
5. City staff will conduct first of two community work sessions in each sub-area to solicit community values and transportation needs for new or modified transportation policies. The work sessions may coincide with neighborhood association meetings and must include background information on the TSP and process, existing condition findings, draft street classification maps, survey to identify values, and identification of area transportation needs.
6. City staff will prepare summary of community work sessions and conduct an objective evaluation of issues and needs based on project objectives.
7. City staff will conduct TAC meeting #3 to review revised recommendations for resolving conflicts in policies and standards, review and discuss development and application of functional classification criteria, review and comment on community values and transportation needs. Review base connectivity criteria for Task 5 Master Street Plan. Record comments and concerns.
8. City staff will conduct CAC meeting #2 to review revised recommendations for resolving conflicts in policies and standards, review and discuss development and application of functional classification criteria, review and comment on community values and transportation needs and provide additional information. Review base connectivity criteria developed during the Southwest and Far Southeast Master Street Plan project for Task 5 Master Street Plan. Record comments and concerns.

9. City staff will finalize revisions to draft language that resolves conflicts in policies and standards, functional street classifications, community values and transportation needs evaluation and provide to TAC and CAC.
10. City staff will update web site with final draft language that resolves conflicts in policies and standards, functional classifications, community values and transportation needs evaluation.
11. City staff will prepare and distribute Newsletter #2 to include information about policy and standards conflict resolution, functional classifications, community values and transportation needs evaluation.

Deliverables:

City

1. Technical memo detailing policy and standards analysis including recommended conflict solutions, functional street classification criteria and maps, community values and transportation needs evaluation. Memo must include narrative, tables and maps that illustrate functional classification designations and identified community concerns in each sub-area.
2. Newsletter #2
3. Attendance and documentation of TAC meetings #2 and 3, CAC meeting #2, and community work sessions for each sub-area.

Budget: \$15,000

Schedule: Months 4 - 8

TASK 5 MASTER STREET PLAN

Objective(s):

Identify opportunities to extend and connect streets to provide safe, convenient, reasonably direct routes for all modes.

Reconcile conflicts in connectivity criteria.

Methodology:

1. City staff will refine master street plan criteria based on input received at TAC #3 and CAC #2 meetings identified in Task 4 and document
2. City staff will identify areas of exclusion based on environmental and development criteria and County staff will create map.
3. Using land use, environmental and right-of-way data gathered in Task 3, Existing Conditions to inform this task, City staff will apply the criteria to determine location of future street and pedestrian/bicycle connections. County staff will prepare a map proposed connections. City staff will prepare a technical memo describing the new street and accessway connections and their rationale.
4. City staff will determine future traffic volumes and calculate analysis results for all proposed arterial/collector vehicular transportation solutions forwarded for consideration.

5. City staff will conduct TAC meeting #4 and CAC meeting #3 to review sub-area maps of proposed future street and pedestrian/bicycle connections. Record comments.
6. City staff will conduct second round of meetings with sub-area neighborhood groups to share outcome of policy and standards analysis, recommended street classifications, evaluation of community needs, master street plan criteria and proposed future street and pedestrian/bicycle connections. Record comments.
7. City staff will revise proposed future street and pedestrian/bicycle connections sub-area maps and technical memo in response to TAC, CAC and community input.
8. City staff will prepare and distribute newsletter #3 which must include summary of Task 4 recommendations for policy and standard resolutions, proposed street classifications, findings from community values and needs evaluation, and master street plan connections.
9. County staff will post an update to the web site with master street plan technical memo.

Deliverables:

City

1. Technical memo that includes narrative that describes the process used to identify recommended future connection points for future street or pedestrian/bicycle connections for each study sub-area, and master street plan maps for each sub-area.
2. Provide future traffic volumes and traffic analysis results for all proposed arterial/collector vehicular transportation solutions forwarded for consideration.
3. Newsletter #3

Budget: \$9,500

Schedule: Months 7-9

TASK 6 TRANSPORTATION INFRASTRUCTURE NEEDS

Objective(s):

Identify and plan for future transportation infrastructure needs.

Methodology

1. City staff will use findings from travel forecast data (Task 3), functional street classifications and community values and needs evaluation (Task 4), master street plan connections (Task 5), and review of existing studies and capital projects (Task 3) to develop preliminary list of projects, studies and programs. Minimal capacity needs are anticipated for these sub-areas. However, if level-of-service & volume/capacity analysis identifies system failures, the City shall develop and model alternative solutions.
2. City staff will compare preliminary project list to draft transportation policies and standards for consistency and refine list to reflect policies and standards.
3. City staff will conduct TAC meeting #5 and CAC meeting #4 to review proposed improvements. Record comments.

4. City staff will revise proposed list of capital projects, studies and programs in response to TAC and CAC meetings in previous subtask, and neighborhood input gathered in Task 5.
5. City staff will develop cost estimates, schedule and lead agency for capital improvements. Incorporate with revised list into a technical memo containing narrative, tables and maps identifying capital projects, studies and programs for each sub-area.
6. County staff will post an update to the web site with recommended capital projects, studies and programs.

Deliverables:

City

- Technical memo that includes narrative, tables and maps that identify capital projects, studies, and program recommendations for each study sub-area.

Budget: \$11,000

Schedule: Months 10 - 12

TASK 7 DRAFT AND FINAL TSP AND ORDINANCES

Objective(s):

Draft staff reports and ordinances for public review.

Methodology:

1. City staff will produce a draft TSP document based on the content of technical memos from Tasks 3 to 6, including maps (provided by County staff) and text describing recommended policies and standards, functional classifications, street and accessway connections, and capital projects, studies and programs.
2. City staff will provide draft TSP document for review and comment by TAC and CAC members. Place copy of draft document on web site.
3. City staff will refine document into final recommended plan based on received input from Subtask 2.
4. City staff will prepare and distribute newsletter #3 to include information about the master street plans, recommended capital projects, studies and programs, and adoption process for recommended Urban Unincorporated Multnomah County TSP.

Deliverables:

City

1. Draft TSP document
2. Final Recommended TSP document

Budget: \$13,500

Schedule: Months 12 - 13

BUDGET SUMMARY

Project Personnel	Estimated Hours	Pay Rate	Cost
Transportation Planning Supervisor (City)	10	\$68	\$680
Senior Transportation Planner (City)	18.25	\$57	\$1,040
Senior Planner – Modeling (City)	720	\$40	\$28,800
Planner II (City)	725	\$35	\$25,375
Transportation Planning Specialist (County)	160	\$51	\$8,160
Senior Database Administrator (GIS) (County)	32	\$46	\$1,472
Planning Manager (County)	10	\$68	\$680
Engineering Services Manager (County)	32	\$68	\$2,176
Expense			\$4,131
TOTAL			\$72,500

BUDGET AND TIMELINE

Project Phases	Multnomah County Match	City of Portland	Total	Schedule
1. Project Management	\$4,000	\$2,000	\$6,000	Months 1 - 13
2. Public Involvement and Agency Coordination	\$1,000	\$4,000	\$5,000	Months 1
3. Existing Conditions	\$500	\$12,000	\$12,500	Months 1 - 3
4. Policy and Standards	\$3,000	\$12,000	\$15,000	Months 4 - 8
5. Master Street Plan	\$500	\$9,000	\$9,500	Months 7 - 9
6. Transportation Infrastructure Needs	\$2,000	\$9,000	\$11,000	Months 10 - 12
7. Draft and Final TSP	\$1,500	\$12,000	\$13,500	Months 12 - 13
TOTAL	\$12,500	\$60,000	\$72,500	

City staff include:

PDOT Transportation Planning Supervisor
 PDOT Senior Transportation Planner
 PDOT Senior Transportation Planner - Modeling
 PDOT Transportation Planner II

Multnomah County staff include:

Planning Manager
 Transportation Planning Specialist
 Engineering Services Manager
 Senior Database Administrator

INTERGOVERNMENTAL AGREEMENT

Multnomah County, Urban Unincorporated Transportation System Plan

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or "Agency", and Multnomah County, hereinafter referred to as "County".

RECITALS

1. The Transportation and Growth Management Program, hereinafter referred to as the "TGM Program", is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objectives of these projects are to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact, pedestrian, bicycle, and transit friendly urban development.
3. This TGM grant is financed with federal Transportation Equity Act for the 21st Century (TEA-21) funds. Local funds are used as match for TEA-21 funds.
4. By authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement, or their officers or agents have the duty or authority to perform.
5. The County has been awarded a TGM Grant which is conditional upon the execution of this agreement.
6. The parties desire to enter into this agreement for their mutual benefit.

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

TERM OF AGREEMENT; DEFINITIONS

1. The beginning date of this agreement is that date on which all parties have signed. The termination date of this agreement is June 30, 2005.
2. The project is described in Exhibit A attached hereto and by this reference made a part hereof.

3. The **total project cost** is the sum of qualified costs, including matching costs, incurred by the County for this project.
4. The **grant amount** or **County's amount** is the maximum amount payable by ODOT to County for the project and shall not exceed \$60,000.
5. County's **matching amount** is the minimum amount of matching funds which the County is required to expend to fund the project and is 17.24% of the total project cost, or up to \$12,500.
6. **Qualified costs** are direct project costs, including matching amounts, incurred by the County during the term of this agreement.
7. **Direct project costs** are costs which are directly associated with the project. These may include the salaries and benefits of personnel assigned to the project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not direct project costs. Any jurisdiction or Metropolitan Planning Organization that has federally approved indirect cost plans may treat such indirect costs as direct project costs.

COUNTY REPRESENTATIONS, WARRANTIES, AND COVENANTS

1. County shall perform the work and provide the deliverables described in Exhibit A, for which County is identified in Exhibit A as being responsible.
2. County shall be responsible for any nonqualifying costs associated with the work described in Exhibit A and any costs above the County amount. County agrees to complete project.
3. County shall perform the work identified in Exhibit A as County's responsibility under this agreement as an independent contractor. County shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform any work identified in Exhibit A as County's responsibility and for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

County shall be responsible, to the extent permitted by the Oregon Tort Claims Act, ORS 30.260-30.300, only for the acts, omissions or negligence of its own officers, employees or agents.

4. County shall present cost reports, reimbursement requests, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. County shall not submit requests for payment that exceed the County's amount and County's Matching Amount. County shall submit reimbursement requests for 100% of County qualified costs, and shall be reimbursed at 82.76%, up to County's amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred. Such bills must be in a form acceptable to ODOT and documented in such a manner as to be easily verified.
5. County agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, County agrees to:
 - a. Meet with the Contract Administrator; and
 - b. Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the project.
6. County shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this agreement in such a manner as to clearly document County's performance.
7. County acknowledges and agrees that County shall retain, and ODOT, the Oregon Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to, the books, documents, papers, and records of County which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years, or such longer period as may be required by applicable law, after final payment and termination of this agreement, or until the conclusion of any audit controversy or litigation arising out of or related to this agreement, whichever date is later. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.
8. County shall not enter into any subcontracts to accomplish work described in Exhibit A, unless written approval is first obtained from ODOT.
9. County shall provide a project manager to:
 - a. Be the County's principal contact person for ODOT's Contract Administrator regarding the project;
 - b. Monitor and coordinate the work;
10. County acknowledges and agrees that County shall not be reimbursed for, and shall not request reimbursement for, project costs or expenses related to this agreement which are incurred prior to the execution of this agreement.

11. All project work products of County that result from this agreement are the exclusive property of ODOT. ODOT and County intend that such work products be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, the work products are not deemed "work made for hire", County hereby irrevocably assigns to ODOT all of its right, title, and interest in and to any and all of the work products, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. County shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT.

County forever waives any and all rights relating to the work products, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

ODOT hereby grants to County a royalty free, non-exclusive license to reproduce any work products for distribution upon request to members of the public.

12. County shall ensure that any work products produced pursuant to this agreement include the following statement:

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Transportation Equity Act for the 21st Century (TEA-21), local government, and the State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

13. County shall submit two hard copies of all final products produced in accordance with this agreement to ODOT's Contract Administrator, unless otherwise specified in Exhibit A. County shall also submit to ODOT's Contract Administrator all final products produced in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on IBM-compatible 3.5" computer diskettes. The Oregon Department of Transportation and/or the Oregon Department of Land Conservation and Development may display appropriate products on its "home page".
14. County shall submit to ODOT's Contract Administrator all payment claims within 30 days after the termination date of this agreement.

15. Within 30 days after the termination date of this agreement, County shall provide, in a format provided by ODOT, a completion report. The report must contain:
 - a. A summary of qualified costs incurred for the project, including reimbursable costs and matching amount;
 - b. The intended location of records (which may be subject to audit);
 - c. A list of final deliverables; and
 - d. Final payment requests to ODOT's Contract Administrator for reimbursement.

16. Within 30 days after the termination date of this agreement, County shall pay to ODOT the matching amount less previously reported qualifying matching amount. ODOT shall use any funds paid to it under this paragraph to substitute for an equal amount of federal TEA-21 funds used for the project or use as matching funds.

17. County agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, which hereby are incorporated by reference. Without limiting the generality of the foregoing, County expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Sections V and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

19. All employers, including County, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. County shall ensure that each of its subcontractors complies with these requirements.

20. County represents and warrants to ODOT that:
 - a. County is duly formed and operating under applicable State of Oregon law,
 - b. County has full legal right and authority to execute and deliver this agreement and to observe and perform its duties, covenants, obligations and agreements hereunder and to undertake and complete the project;
 - c. the agreement has been authorized pursuant to its official action that has been adopted and authorized in accordance with applicable state law;
 - d. the agreement is duly authorized and executed and delivered by an authorized officer(s) of County and constitutes the legal, valid and binding obligations enforceable in accordance with its terms;
 - e. the authorization, execution and delivery of the agreement by it, the observation and performance of its duties, covenants, obligations and agreements hereunder,

and the undertaking and completion of the project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgement, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or assets; and

- f. the statement of work attached to this agreement as Exhibit A has been approved by ODOT's Contract Administrator.

ODOT COVENANTS

1. ODOT shall reimburse County for qualified costs for work described in Exhibit A, up to the County's amount, at a reimbursement rate of 82.76%.
2. ODOT shall make interim payments within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of deliverables identified as being the County's responsibility in the approved statement of work, described in Exhibit A. Subject to the 10% withholding described in paragraph 3, below, the amount of the interim payment for a deliverable will be the qualified costs in payment request minus matching amounts. The balance due to County under this paragraph shall be payable within 45 days of ODOT's Contract Administrator's approval of the completion report described in paragraph 15 of County Representations, Warranties, and Covenants, and in no event shall the total due to County under this paragraph exceed County amount.
3. Further, ODOT reserves the right to withhold payment equal to 10% of the total project amount until all work required hereunder is completed and accepted by the ODOT's Contract Administrator.
4. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.
5. ODOT certifies that, at the time this agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this agreement within the appropriation or limitation of its current biennial budget.
6. ODOT will assign a Contract Administrator for this agreement who will be ODOT's principal contact person regarding administration of this agreement.

GENERAL PROVISIONS

1. Budget modifications and major adjustments from the work described in Exhibit A must be processed as an amendment to this agreement.
2. This agreement may be terminated by mutual written consent of all parties. ODOT may terminate this agreement effective upon delivery of written notice to County, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:
 - a. Failing to complete work specified in Exhibit A within the time specified in this agreement, including any extensions thereof, or failing to perform any of the provisions of this agreement and County does not correct any such failure within 10 days of receipt of written notice, or the date specified by ODOT in such written notice.
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
 - c. If ODOT fails to receive appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this agreement..

Any termination of this agreement shall not prejudice any right or obligations accrued to the parties prior to termination

3. As federal funds are involved in this grant, Exhibits B and C are attached hereto and by this reference made a part of this agreement and are hereby certified to by County's representatives.
4. County, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
5. Except as otherwise expressly provided in this agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or County at the address or number set forth on the signature page of this agreement, or

to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

6. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (and/or any other agency or department of the State of Oregon) and County that arise from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.
7. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this agreement shall not constitute a waiver by ODOT of that or any other provision.

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

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On September 6, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order 2, delegating day-to-day authority to the Deputy

Directors, for their respective Branch or Region, which includes authority to approve and execute personal services contracts and intergovernmental agreements up to \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission (e.g. Oregon Traffic Safety Performance Plan), or in a line item in the approved biennial budget.

The position of Deputy Director is now included within the authority of Division Administrator of the Transportation Development Division.

**Multnomah County, by and through
its Department of Business and
Community Services**

By: _____
Cecilia Johnson

Cecilia Johnson, Director

Date: _____

REVIEWED:

**AGNES SOWLE, County Attorney for
Multnomah County Oregon**

By: _____
Matthew O. Ryan, Assistant
County Attorney

ODOT

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

By: _____
Craig Greenleaf, Division Administrator
Transportation Development Division

Date: _____

Contact Names:

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1600 SE 190th
Portland, OR 97233
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Fax: 503-988-3321
E-Mail: matthew.f.larsen@co.multnomah.or.us

Ross Kevlin, Contract Administrator
Transportation and Growth Management Program
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E-Mail: ross.kevlin@odot.state.or.us

(Revised 3/9/04)

**Multnomah County
Department of Business and Community Services
Land Use and Transportation Program**

**URBAN UNINCORPORATED MULTNOMAH COUNTY
TRANSPORTATION SYSTEM PLAN**

STATEMENT OF WORK

Definitions

CAC – Citizen Advisory Committee
City – City of Portland
County – Multnomah County
ODOT – Oregon Department of Transportation
RTP – Region Transportation Plan
TAC – Technical Advisory Committee
TGM – Transportation and Growth Management
TSP – Transportation System Plan

General Description of Project Area

The urban unincorporated portions of Multnomah County (County) that are within Portland's Urban Services Boundary are located adjacent to the Northwest, Southwest and Far Southeast transportation districts, identified in Portland's Transportation System Plan (TSP).

The seven areas adjacent to the Northwest District are located to the north of US 26 and generally south of NW Cornell. The largest area covers slightly more than one square mile. The other parcels are much smaller in size. The area is characterized by low-density single-family development and undeveloped land.

The three areas adjacent to the Southwest District are located in the northwest and southeast parts of the district. The area adjacent to the northwest part of the district is centered on SW Patton, SW Scholls Ferry and SW Humphrey. This area is slightly less than a square mile in size and is characterized by low-density single-family development and some undeveloped parcels. The area adjacent to the southeast boundary of the district is the Dunthorpe neighborhood. This area is approximately six square miles in size. It is bounded roughly by SW Terwilliger on the west and the Willamette River on the east. Southwest Macadam/SW Riverside (Highway 43) runs north/south near its eastern boundary. This area is characterized by large, older single-family homes on large lots. The third area is located south and east of SW Boones Ferry between SW 8th and SW 19th. This area is approximately three-quarters of a square mile in size and is characterized by low-density single family development oriented to SW Englewood, which runs east/west through it.

There are two areas adjacent to the Far Southeast District boundary. One is the northern half of the Lincoln Memorial Park cemetery south and west of SE Mt. Scott Boulevard. The second area lies on either side of SE Barbara Welch Road, which runs through it in a north/south direction. These two areas total approximately one-half of a square mile in size. The area around SE Barbara Welch is very sparsely populated with single-family homes.

Problem Statement

The urban unincorporated portions of Multnomah County located in Portland's Urban Service Boundary are not part of an adopted TSP. All areas within the region are required to be included in a TSP. The TSP for these areas will allow development to proceed in an orderly way by addressing the following transportation issues including:

- ❑ Inadequacy of transportation infrastructure – generally, the unincorporated areas suffer from substandard collector and local streets that lack adequate road drainage, curbs and sidewalks.
- ❑ Circulation and connectivity – topography and development patterns have created a street network that is discontinuous, impeding pedestrians and bicyclists, and generating out of direction travel for all modes.
- ❑ Pedestrians and bicyclists – areas lack infrastructure that support safe and convenient travel on foot or by bike.
- ❑ Transit service and amenities– these areas are inadequately served by transit.
- ❑ Traffic impacts – traffic speeds and volumes on local and collector roads are raising safety concerns.

Metro's Urban Growth Management Functional Plan and Portland's Comprehensive Plan both support planned infill prior to expansion of the urban growth boundary. Planned infill requires the development of comprehensive infrastructure plans prior to development. These urban unincorporated areas of Multnomah County have not had the benefit of this level of planning. Planning for new connected streets and accessways will allow these areas to transition to their planned densities.

Without a comprehensive transportation system plan for these areas, there is little assurance that the necessary level of infrastructure will be provided, either as development occurs or as part of capital improvement programs.

In addition to addressing the important issue of compliance with Transportation Planning Rule requirements, this project will also resolve a development review coordination issue between Multnomah County and the City of Portland. In 2001, the Portland Bureau of Planning completed a planning project with the goal of establishing City zoning for these areas. The Multnomah County Board of Commissioners adopted the City of Portland's comprehensive plan, zoning code, and zoning maps for these areas, and transferred responsibility for development review for land use in the unincorporated areas to the City, effective January 1, 2002. Multnomah County retains jurisdiction and development review responsibilities for the transportation system.

Development activity in the urban pockets has increased significantly since the transfer of land use authority in 2001. This increase has exposed the differences in the road classification systems of the City and the County. For example, Multnomah County does not have a separate transit or pedestrian classification system and the City of Portland

does. Conversely, the City of Portland does not have standards for local access roads, which make up a large portion of the road system within the urban pockets. In the interim, the City of Portland and Multnomah County developed a conversion table and maps that attempt to match the County and City systems. However, no policy has been established to determine how or when one jurisdiction can vary from its standards to match the requirements of the other jurisdiction. The inconsistency between the two classification systems makes it difficult to determine transportation requirements for development in the unincorporated areas.

This project will resolve the differences in policy definitions, provide smooth transitions of street classifications, eliminate gaps in the classification of the street network and develop standards for street design and connectivity. A licensed professional engineer shall oversee all traffic analysis work in connection with this project, and all work must be done according to the Oregon Department of Transportation's (ODOT) 2001 TSP Guidelines (available on the Internet at <http://www.odot.state.or.us/tdb/planning/tsp/index.htm>).

This project will build upon the current effort Multnomah County is undertaking to update its functional classification for its Trafficway street classification system. The intention is to bring the county traffic classification into conformance with the classification and standards of affected jurisdictions included in the project – Oregon Department of Transportation, Metro, and the cities of Fairview, Gresham, Portland, Troutdale, and Wood Village. The process outcome will recommend comprehensive plan amendments to the adopted Multnomah County Function Classification of Trafficways map and text. The products from this project will be folded into the development of a comprehensive TSP for the urban unincorporated areas.

Project Objectives

Prepare the Multnomah County Urban Unincorporated Transportation System Plan to:

- Comply with the Transportation Planning Rule and the Regional Transportation Plan (RTP) to ensure a transportation system that is safe and efficient for all modes;
- Improve motor vehicle, transit, bicycle, pedestrian, freight, and emergency vehicle access and circulation by planning for safe, direct and convenient travel appropriate to the mode.
- Establish common street classifications to allow administration of City zoning regulations and County road standards;
- Identify key street connections and pedestrian/bicycle accessways to meet connectivity standards established by the Metro region;
- Ensure public concerns are addressed through a comprehensive technical and outreach process that identifies transportation needs and solutions through capital projects, programs and strategies;
- Be consistent with the regional street design and performance standards;

- Accommodate efficient development at planned densities.

Transportation Relationships and Benefits

This project is to prepare a transportation system plan that, specifically, will address street designs, and street and bicycle/pedestrian connections.

APPROACH

TASK 1 PROJECT MANAGEMENT & ADMINISTRATION

Objective(s):

Efficiently manage tasks leading to the adoption of the Multnomah County Urban Unincorporated Transportation System Plan.

Methodology:

1. Prepare bi-monthly progress status reports.
2. Manage Intergovernmental Agency Agreement with City of Portland, Office of Transportation including the review of invoices. The County is subcontracting with the City for a portion of the work in this project; however the County is responsible for all deliverables and other terms of this Agreement.
3. Prepare invoices for TGM grant manager.
4. Coordinate project team meetings (at least one per task in Tasks 2-7). Record discussion.

Deliverables:

1. Invoices
2. Project team meetings minutes
3. Bi-monthly project status reports

Budget: \$6,000

Schedule: Months 1 - 13

TASK 2 PUBLIC INVOLVEMENT AND TECHNICAL COORDINATION

Objective(s):

Conduct a public involvement process that is inclusive and allows citizens to actively participate in the development of the TSP.

Ensure project coordination with all affected public agencies.

Methodology:

County shall coordinate agency participation, public involvement and outreach to the planning areas.

1. Identify other planning activities in or near the Multnomah County Urban Unincorporated TSP planning area.
2. Identify stakeholders for each sub-area including all property owners, residents, neighborhood and business associations representatives, institutions, and area service providers
3. Form a technical advisory committee (TAC) including representatives from ODOT, County, City, TriMet, Metro, Washington County, Clackamas County, and City of Lake Oswego and convene meetings at key points in the development process.
4. Establish a citizen advisory committee (CAC) comprised of representatives from the project sub-areas and other identified stakeholders.
5. Establish a public involvement and outreach program that includes a project website, newsletters, public presentations and CAC participation. Program set up includes:
 - Creation of project mailing list.
 - Development of web site, which will be updated as the project progresses.
 - Prepare a tentative schedule of TAC, CAC and community presentations.

(Note: Meetings of the CAC and TAC, community presentations, and newsletters are listed as sub-task under the task in which they occur.)

Deliverables:

1. Mailing list of stakeholders in sub-areas.
2. List of CAC and TAC members, including contact information
3. Web site
4. Schedule of TAC, CAC, and community presentations

Budget: \$5,000

Schedule: Month 1

TASK 3 EXISTING CONDITIONS

Objective(s):

Identify existing physical conditions, policies and previous planning efforts associated with each project sub-area as a basis for developing policy and right-of-way standards, master street plans, and transportation infrastructure needs.

Methodology:

1. Document existing conditions, plans and policies including:
 - Comparison table of comprehensive plan policies effect in both County and City with commentary on differences, rationales for policy
 - Comparison table of County and City street right-of-way and design standards commentary on differences, rationales for standards
 - Table of previously identified capital improvement projects or programs
 - Map of existing rights-of-way including improved, unimproved and paper streets
 - Map of land use patterns identified by zoning and comprehensive plan designations

- Map of activity locations such as commercial centers, schools, libraries, parks/community centers, fire stations, and transit stops
 - Tables of traffic conditions including three-year crash data, vehicle speed and traffic volumes. Traffic volume counts must be collected at strategic intersections that have inadequate operational characteristics (within each sub-area). These traffic volumes must be used in conjunction with future land use forecasts (from the travel demand model) in Task 5 to determine possible build solutions in congested areas. All traffic flows must be adjusted to the 30th highest Hour (P.M. Peak Hour in Portland). Operational characteristics must be represented using RTP performance standards, and the result shown in a table, a schematic, or both.
 - Table and maps of travel demand forecast (adopted RTP 2020)
 - Map of existing pedestrian and bike on-street and off-street facilities
 - Map of environmental constraints such as slopes, environmental protection zones, streams, floodplains
2. Conduct TAC meeting #1 to include introduction of project background, work plan, and review of existing conditions information. Record comments and concerns.
 3. Conduct CAC meeting #1 to introduce the project background and work plan, review existing conditions information. Record comments and concerns.
 4. Revise existing conditions data information in response to input for TAC and CAC meetings.
 5. Prepare newsletter #1 to include introduction to the project purpose, plan products, anticipated schedule, existing conditions findings, web site address, and contact information. Newsletter will be mailed to study area mailing list and copies distributed to local activity centers in each sub-area (schools/libraries/community centers).
 6. Update web site with existing conditions findings and newsletter #1.

Deliverables:

1. Existing conditions technical memo that includes narrative and graphic illustrations describing policy, land use, transportation, and environmental findings for each study sub-area.
2. A schematic of existing traffic volumes for each of the seven sub-areas.
3. Production and distribution of Newsletter #1
4. TAC #1 and CAC #1 meeting minutes, agenda, handouts

Budget:\$12,500

Schedule: Months 1 - 3

TASK 4 POLICIES AND STANDARDS

Objective(s):

Develop new or revise existing transportation policies and standards in compliance with the state Transportation Planning Rule and the Regional Transportation Plan.

Identify and reconcile conflicting County and City policy and standards including transportation policies, functional street classification, and street cross-sections.

Ensure recommended policies and standards can be administered efficiently.

Methodology:

1. Using the comparison table developed in Task 2, identify inconsistencies or conflicts between existing Multnomah County and City of Portland policies and standards that need to be resolved.
2. Conduct an analysis of identified policy and standard conflicts to identify alternative solutions. Provide rationale and potential trade-offs of alternative solutions.
3. Conduct TAC meeting #2 to review policy and standard analysis and alternative solutions. Record comments and concerns.
4. Develop evaluation criteria for determining functional street classifications for traffic, transit, pedestrian, bicycle, emergency response, and freight networks using County and City transportation policy as framework. Apply criteria to create a draft map of street classifications.
5. Conduct first of two community work sessions in each sub-area to solicit community values and transportation needs for new or modified transportation policies. The work sessions may coincide with neighborhood association meetings and must include background information on the TSP and process, existing condition findings, draft street classification maps, survey to identify values, and identification of area transportation needs.
6. Prepare summary of community work sessions and conduct an objective evaluation of issues and needs based on project objectives.
7. Conduct TAC meeting #3 to review revised recommendations for resolving conflicts in policies and standards, review and discuss development and application of functional classification criteria, review and comment on community values and transportation needs. Review base connectivity criteria for Task 5 Master Street Plan. Record comments and concerns.
8. Conduct CAC meeting #2 to review revised recommendations for resolving conflicts in policies and standards, review and discuss development and application of functional classification criteria, review and comment on community values and transportation needs and provide additional information. Review base connectivity criteria developed during the Southwest and Far Southeast Master Street Plan project for Task 5 Master Street Plan. Record comments and concerns.
9. Finalize revisions to draft language that resolves conflicts in policies and standards, functional street classifications, community values and transportation needs evaluation and provide to TAC and CAC .

10. Update web site with final draft language that resolves conflicts in policies and standards, functional classifications, community values and transportation needs evaluation.
11. Prepare and distribute Newsletter #2 to include information about policy and standards conflict resolution, functional classifications, community values and transportation needs evaluation.

Deliverables:

- Technical memo detailing policy and standards analysis including recommended conflict solutions, functional street classification criteria and maps, community values and transportation needs evaluation. Memo must include narrative, tables and maps that illustrate functional classification designations and identified community concerns in each sub-area.
- Newsletter #2
- Attendance and documentation of TAC meetings #2 and 3, CAC meeting #2, and community work sessions for each sub-area.

Budget: \$15,000

Schedule: Months 4 - 8

TASK 5 MASTER STREET PLAN

Objective(s):

Identify opportunities to extend and connect streets to provide safe, convenient, reasonably direct routes for all modes.

Reconcile conflicts in connectivity criteria.

Methodology:

1. Refine master street plan criteria based on input received at TAC #3 and CAC #2 meetings identified in Task 4 and document
2. Identify areas of exclusion based on environmental and development criteria and create map.
3. Using land use, environmental and right-of-way data gathered in Task 3, Existing Conditions to inform this task, apply the criteria to determine and map location of future street and pedestrian/bicycle connections. Prepare a technical memo describing the new street and accessway connections and their rationale.
4. Determine future traffic volumes and calculate analysis results for all proposed arterial/collector vehicular transportation solutions forwarded for consideration.
5. Conduct TAC meeting #4 and CAC meeting #3 to review sub-area maps of proposed future street and pedestrian/bicycle connections. Record comments.
6. Conduct second round of meetings with sub-area neighborhood groups to share outcome of policy and standards analysis, recommended street classifications, evaluation of community

needs, master street plan criteria and proposed future street and pedestrian/bicycle connections. Record comments.

7. Revise proposed future street and pedestrian/bicycle connections sub-area maps and technical memo in response to TAC, CAC and community input.
8. Prepare and distribute newsletter #2 which must include summary of Task 4 recommendations for policy and standard resolutions, proposed street classifications, findings from community values and needs evaluation, and master street plan connections.
9. Update web site with master street plan technical memo.

Deliverables:

- Technical memo that includes narrative that describes the process used to identify recommended future connection points for future street or pedestrian/bicycle connections for each study sub-area, and master street plan maps for each sub-area.
- Provide future traffic volumes and traffic analysis results for all proposed arterial/collector vehicular transportation solutions forwarded for consideration.

Budget: \$9,500

Schedule: Months 7-9

TASK 6 TRANSPORTATION INFRASTRUCTURE NEEDS

Objective(s):

Identify and plan for future transportation infrastructure needs.

Methodology

1. Use findings from travel forecast data (Task 3), functional street classifications and community values and needs evaluation (Task 4), master street plan connections (Task 5), and review of existing studies and capital projects (Task 3) to develop preliminary list of projects, studies and programs. Minimal capacity needs are anticipated for these sub-areas. However, if level-of-service & volume/capacity analysis identifies system failures, the County shall develop and model alternative solutions.
2. Compare preliminary project list to draft transportation policies and standards for consistency and refine list to reflect policies and standards.
3. Conduct TAC meeting #5 and CAC meeting #4 to review proposed improvements. Record comments.
4. Revise proposed list of capital projects, studies and programs in response to TAC and CAC meetings in previous subtask, and neighborhood input gathered in Task 5.

5. Develop cost estimates, schedule and lead agency for capital improvements. Incorporate with revised list into a technical memo containing narrative, tables and maps identifying capital projects, studies and programs for each sub-area.
6. Update web site with recommended capital projects, studies and programs.

Deliverables:

- Technical memo that includes narrative, tables and maps that identify capital projects, studies, and program recommendations for each study sub-area.

Budget: \$11,000

Schedule: Months 10 - 12

TASK 7 DRAFT AND FINAL TSP AND ORDINANCES

Objective(s):

Draft staff reports and ordinances for public review.

Methodology:

1. Produce a draft TSP document based on the content of technical memos from Tasks 3 to 6, including maps and text describing recommended policies and standards, functional classifications, street and accessway connections, and capital projects, studies and programs.
2. Provide draft TSP document for review and comment by TAC and CAC members. Place copy of draft document on web site.
3. Refine document into final recommended plan based on received input from Subtask 2.
4. Prepare and distribute newsletter #3 to include information about the master street plans, recommended capital projects, studies and programs, and adoption process for recommended Urban Unincorporated Multnomah County TSP.

Deliverables:

- Draft TSP document
- Final Recommended TSP document

Budget: \$13,500

Schedule: Months 12 - 13

BUDGET SUMMARY

Project Personnel	Estimated Hours	Pay Rate	Cost
Planning Manager (City)	10	\$68	\$680

Transportation Planning Manager	18.25	\$57	\$1,040
Senior Planner – Modeling	811	\$40	\$32,440
Planner II	830	\$35	\$29,050
Senior Database Administrator (GIS)	30	\$46	\$1,380
Planning Manager (County)	10	\$68	\$680
Engineering Services Manager	40	\$68	\$2720
Expenses			\$4,510
TOTAL			\$72,500

BUDGET AND TIMELINE

Project Phases	Multnomah County Match	TGM Funded	Total	Schedule
1. Project Management	\$4,000	\$2,000	\$6,000	Months 1 - 13
2. Public Involvement and Agency Coordination	\$1,000	\$4,000	\$5,000	Months 1
3. Existing Conditions	\$ 500	\$12,000	\$12,500	Months 1 - 3
4. Policy and Standards	\$3,000	\$12,000	\$15,000	Months 4 – 8
5. Master Street Plan	\$ 500	\$9,000	\$9,500	Months 7 – 9
6. Transportation Infrastructure Needs	\$2,000	\$9,000	\$11,000	Months 10 – 12
7. Draft and Final TSP	\$1,500	\$12,000	\$13,500	Months 12 - 13
TOTAL	\$12,500	\$60,000	\$72,500	

Multnomah County staff include:

Transportation Planning Manager
Transportation Planning Specialist
Engineering Services Manager
Senior Database Administrator

City staff include:

PDOT Senior Transportation Planner
PDOT Senior Transportation Planner - Modeling
PDOT Transportation Planner II

For purposes of Exhibits B and C, references to Department shall mean [ODOT or Agency], references to Contractor shall mean County.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not 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;
3. Are not 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 paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS- PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it

shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good

faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any

other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this

Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA 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, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts.

Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for

this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall 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.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
DEPARTMENT'S DBE
PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL
RIGHTS AT (503)986-4354.

AGENDA PLACEMENT REQUEST

BUD MOD #: 04_MCSO_02

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 05.27.04
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: May 27, 2004

Agenda Item #: C-2

Est. Start Time: 9:30 AM

Date Submitted: 05/13/04

Requested Date: May 27, 2004

Time Requested: N/A

Department: Sheriff's Office

Division: Law Enforcement

Contact/s: Angela Burdine, Budget Manager

Phone: 503 988-4455

Ext.: 84455

I/O Address: 503/350

Presenters: Angela Burdine

Agenda Title: Budget Modification 04_MCSO_02 Appropriating Enforcement Division Revenue by \$170,516 in the Federal/State Fund per Amended Intergovernmental Agreement with TriMet Increasing MCSO Presence from 2 to 4 FTE Deputy Sheriffs

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Sheriff's Office is requesting approval of Budget Modification 04_MCSO_02 to amend an Intergovernmental Agreement with TriMet to increase MCSO presence from 2 FTE Deputy Sheriffs to 4 FTE Deputy Sheriffs.

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

The Sheriff's Office currently has an Intergovernmental Agreement with Trimet to provide 2 FTE Deputy Sheriffs to be part of the Trimet Police Division. Per mutual agreement the MCSO presence has increased to 4 FTE.

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

This will increase the Enforcement Divisions' revenue by \$170,516 in the Federal/State Fund. The contract also covers the central indirect for administration of the funds.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** This is an increase of revenue of \$170,516 in the Federal/State Fund for increased patrol service by the Sheriff's Office.
- ❖ **What budgets are increased/decreased?** The Enforcement Division will increase their Federal/State budget by \$170,516. Contingency is also increased by \$3,671 for Central Indirect costs.
- ❖ **What do the changes accomplish?** The budgetary changes reflect the contract amendment changes to increase participation in Trimet law enforcement from 2 FTE to 4 FTE.
- ❖ **Do any personnel actions result from this budget modification? Explain.** Increase of 2 additional FTE Sheriffs Deputies to a total of 4 FTE Sheriffs Deputies.
- ❖ **Is the revenue one-time-only in nature?** No
- ❖ **If a grant, what period does the grant cover?** N/A
- ❖ **When the grant expires, what are funding plans?**
NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

- 4. Explain any legal and/or policy issues involved.**
The County Attorney has reviewed the amendment

5. Explain any citizen and/or other government participation that has or will take place.
The Portland Police are also a party to the original agreement.

Required Signatures:



Department/Agency Director:

Date: 05/13/04

Budget Analyst

By: 

Date: 05/13/04

Dept/Countywide HR

By: _____

Date:

5. ANNUALIZED PERSONNEL CHANGE

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

							ANNUALIZED			
Fund	Job #	Cost Center	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1516	2025	601645	61643	Deputy Sheriff		2.00	107,521	30,557	28,767	166,845
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						2.00	107,521	30,557	28,767	166,845

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE

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

							CURRENT YEAR			
Fund	Job #	Cost Center	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1516	2025	601645	61643	Deputy Sheriff		2.00	107,521	30,557	28,767	166,845
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						2.00	107,521	30,557	28,767	166,845

BUDGET MODIFICATION: # 04_MCSO_02

EXPENDITURES & REVENUES

This bud mod allocates money for 2 additional FTE's for TriMet

Budget Fiscal Year: 03/04

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	60-50	1516		601645		50200	(182,622)	(353,138.00)	(170,516)		IG-OP-Local
2	60-50	1516		601645		60000	112,469	219,990.04	107,521		Permanent
3	60-50	1516		601645		60130	37,194	67,751.47	30,557		Salary related Expenses
4	60-50	1516		601645		60140	24,130	52,896.52	28,767		Insurance
5	60-30	1516		601645		60350	3,528	7,198.59	3,671		Indirect (Central 2.2%)
6											
7											
8	70-01	3500		705210		50316		28,766.52	28,767		Increase Insurance Revenue
9	70-01	3500		705210		60330		(28,766.52)	(28,767)		Increase Offsetting Exp
10								0			
11	19	1000		9500001000		50310		3,671	3,671		Indirect Revenue
12	19	1000		9500001000		60470		(3,671)	(3,671)		Contingency
13											
19								0			
									0	0	Total - Page 1
									0	0	GRAND TOTAL

**ADDENDUM NO. 2
INTERGOVERNMENTAL AGREEMENT**

This Addendum No. 2 revises the July 1, 2001 Intergovernmental Agreement No. 0210029 as amended by Addendum No. 1 ("Agreement"), among the Tri-County Metropolitan Transportation District of Oregon (TriMet), Multnomah County (County) and the City of Portland (Portland) for provision of transit police services, effective March 17, 2003.

(1) **Page 1, Second Paragraph** revise first sentence to read:

"The purpose of this agreement is for County to provide 4 deputy sheriffs (4.0 FTE) subject to the terms of Exhibit 1, to the TriMet Transit Police Division which is operated and administered by the Portland Police Bureau under a separate contract between TriMet and Portland."

(2) **Page 4, Exhibit 1, Paragraph 1, Service Level** revise first sentence to read:

"County will provide 4 deputy sheriffs (4.0 FTE) for assignment to the Transit Police Division (hereafter Division) unless otherwise agreed by the parties pursuant to written addendum to this Agreement."

(3) **Page 5, Exhibit 1, Paragraph 3 Reimbursement of Costs, (a) Costs**, second sentence is revised as follows:

"County must bill the Portland Police Bureau, Fiscal Division monthly for the salaries, overtime, insurance, retirement, other benefits and Indirect (10.0% County overhead) charges incurred by the County to provide personnel."

Except as provided above all other terms and conditions of the Agreement shall be in full force and effect.

MULTNOMAH COUNTY
Multnomah County Sheriff
501 S.E. Hawthorne Blvd.
Portland, OR 97214

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON**
4012 SE 17th Ave.
Portland, OR 97202

CITY OF PORTLAND
Bureau of Police
1111 SW 2nd Ave.
Portland, OR 97204

By: _____
Name: _____
Title: _____

By: _____
Name: Robert T. Nelson
Title: Executive Director,
Operations

By: _____
Name: MARK A. KROEKER
Title: Chief of Police

Approved as to form:

Approved as to form:

By: _____
VERA KATZ, MAYOR

County Counsel

Legal Counsel

City Attorney

**ADDENDUM NO. 1
INTERGOVERNMENTAL AGREEMENT**

This Addendum amends the July 1, 2001 Intergovernmental Agreement (Agreement) among the Tri-County Metropolitan Transportation District of Oregon (Tri-Met), Multnomah County (County) and the City of Portland (Portland) for provision of transit police services.

(1) **Paragraph 1 TERM** is amended as follows:

- (a) Revise first sentence to extend the term of the Agreement to June 30, 2005.
- (b) Delete second sentence in its entirety.

(2) **EXHIBIT 1, Paragraph 3 Reimbursement of Costs, (a) Costs, second sentence** is amended to provide for monthly billings as follows:

"County must bill the Portland Police Bureau, Fiscal Division monthly for the salaries, overtime, insurance, retirement, other benefits and indirect (10% County overhead) charges incurred by the County to provide personnel."

Except as provided above all other terms and conditions of the Agreement shall be in full force and effect. This Addendum No. 1 shall take effect upon execution by the parties.

MULTNOMAH COUNTY
Multnomah County Sheriff
501 S.E. Hawthorne Blvd.
Portland, OR 97214

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON**
4012 SE 17th Ave.
Portland, OR 97202

CITY OF PORTLAND
Bureau of Police
1111 SW 2nd Ave.
Portland, OR 97204

By: _____
Name: _____
Title: _____

By: _____
Name: Robert T. Nelson
Title: Executive Director,
Operations

By: _____
Name: MARK A. KROEKER
Title: Chief of Police

Approved as to form:

Approved as to form:

By: _____
VERA KATZ, MAYOR

County Counsel

Legal Counsel

City Attorney

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Tri-County Metropolitan Transportation District of Oregon (Tri-Met) and Multnomah County (County) AND City of Portland (City), pursuant to authority granted in ORS Chapter 190.

The purpose of this agreement is for County to provide 2 deputy sheriffs (2.0 FTE) to Tri-Met Transit Police Division, which is operated and administered by the Portland Police Bureau under a separate contract between Tri-Met and Portland. Tri-Met will compensate the County for the services of the deputy sheriffs assigned to the Transit Police Division.

AMEND #2 - INCREASE TO 4 DEPS
1ST 4 DEP BILLING - MARCH 2003

The parties agree as follows:

1. **TERM.** The term of this agreement is from July 1, 2001 to ~~June 30, 2002~~. This agreement may be renewed for an additional term(s) up to four (4) years upon agreement of all parties. ~~AMEND #1 DELETED SENTENCE~~
2. **RESPONSIBILITIES OF PARTIES.** See attached Exhibit 1.
3. **TERMINATION.** This agreement may be terminated as follows:
 - a. Any party may terminate this agreement for its convenience and without penalty upon thirty (30) days written notice of its intention to terminate.
 - b. If Tri-Met is unable to appropriate sufficient funds to pay County for its services under this agreement, Tri-Met must notify County and City, and the agreement terminates as of the end of the last fiscal year for which such appropriations are available.
 - c. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend and indemnify any other jurisdictions.
4. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Tri-Met and City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Tri-Met shall indemnify, defend and hold harmless County and City from and against all liability, loss and costs arising out of or resulting from the acts of Tri-Met, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 City shall indemnify, defend and hold harmless County and Tri-Met from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.

Portland and County shall be responsible for the work of the deputies assigned to the Tri-Met Transit Police Division.

5. **INSURANCE.** Each party shall be responsible for providing worker's compensation insurance as required by law. No party shall be required to provide or show proof of any other insurance coverage.
6. **ADHERENCE TO LAW.** Each party must comply with all federal, state and local laws and ordinances applicable to this agreement.
7. **ACCESS TO RECORDS.** Each party must have access to the books, documents and other records of the other parties related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
8. **SUBCONTRACTS AND ASSIGNMENT.** No party shall subcontract or assign any part of this agreement without the written consent of the other parties.
9. **ENTIRE AGREEMENT.** This Agreement and Exhibits 1 and 2 constitute the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
10. **ATTORNEY FEES.** In the event a lawsuit is filed to obtain performance of any kind under this agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs and disbursements, including attorney fees, costs and disbursements on appeal.
11. **SEVERABILITY.** The parties agree that if any term of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
12. **NOTICES.** The parties must send any notices, bills, invoices, reports, or other written communications required by this agreement through the United States mail, first class postage paid, or personally delivered to the addresses below:

COUNTY
Multnomah County Sheriff
501 SE Hawthorne Blvd.
Portland, OR 97214
Attn: Accts Payable

TRI-MET
Operations Division
4012 SE 17th
Portland, OR 97202
Attn: Robert T. Nelson

CITY
Bureau of Police
1111 SW 2nd Ave
Portland, OR 97204
Attn: Chief Prunk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives on the dates indicated under their signature on this page.

MULTNOMAH COUNTY

TRI-MET

CITY

By: _____
Dan Noelle, Sheriff

By: _____
Title: _____

By: _____
Title: _____

Date: _____

Date: _____

Date: _____

Board of County Commissioners
for Multnomah County, Oregon

Diane M. Linn, Chair

Date: _____

Approved as to form:

County Counsel

Tri-Met Legal Counsel

City Attorney

EXHIBIT 11. Service Level

For the initial term of this contract, the County will provide 2 (two) Sheriff's Deputy Full time employees (FTE) for assignment to the Transit Police Division (hereafter Division). On an annual basis, the parties will agree upon the level of police service including personnel, equipment, and related support, to be provided to the Division. County personnel assigned to the Division will remain employees of the County and will not be considered employees or agents of Tri-Met or Portland. For purposes of this agreement, officers assigned to the Division will be referred to as assigned to the Tri-Met Transit Police Division.

2. Operations

- a. Deployment: The parties recognize that they have legitimate interests in the management and deployment of deputies assigned to the Division. The parties will work together to insure that the allocation and deployment of police personnel assigned to the Division is effective and efficient. Deployment of deputies assigned to the Division shall be consistent with Tri-Met's System Security Plan.
- b. Specialty Assignment: The parties recognize the value of police specialty assignments and training. Tri-Met reserves the right, however, to limit the number of officers assigned to the Division who hold specialty status and require specialized training.
- c. Daily Operation: The Division's sergeants and command personnel will provide supervision of County deputies for the daily operation of the Division.
- d. General Orders, Standard Operating Procedures and Testing: All deputies assigned to the Division will remain subject to the General Orders and training requirements of County. Additionally, all officers assigned to the Division will abide by the Division's Standard Operating Procedures.
- e. Selection and Assignment: The command personnel of County, Tri-Met, and Portland will jointly select and assign deputies to the Division. The relevant command personnel will make every effort to select the most qualified available officer making application for assignment to the Division.
- f. Agency Cooperation and Coordination:
 - (1) The parties will work closely and continuously communicate with each other to insure that the resources, strategies, work force deployment, and initiatives of Tri-Met, Portland and County are coordinated and effective.
 - (2) The Tri-Met Security Director (or designee) will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and

initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.

- (3) County agrees to work cooperatively in an effort to increase reporting of Tri-Met related incidents. County agrees to provide to the Division Tri-Met coded reports, data, and records. The Tri-Met agrees to make available to County, through the Division, particular data reports, records, etc. that will assist in fulfilling the mission as outlined in this document.

g. Officer Seniority

Determination of officer seniority for purposes of making shift, vacation, holiday and overtime assignments shall be according to the Memorandum of Agreement between Multnomah County, the Multnomah County Deputy Sheriff's Association, the Tri-Met Transit Police Division and Tri-Met attached hereto as Exhibit 2.

3. Reimbursement of Costs

- a. Costs: County must pay the salaries, overtime, insurance, retirement, and other benefits of its respective officers and personnel serving in the Tri-Met Transit Police Division. County must bill Portland quarterly for the salaries, overtime, insurance, retirement, other benefits, and Indirect (8.91% County overhead) charges incurred by the County to provide personnel. Billings will be sent via interoffice mail to PPB Fiscal Dept. 119/1406. Portland agrees to compensate County within 30 days after receiving the bill.

- b. Amount: Before January 1st of each year of this agreement, County must submit to Tri-Met a proposed annual budget for services under this contract for next fiscal year (July 1st through the following June 30). The parties will then agree on the compensation to be paid by Tri-Met for services to County under this agreement. If the parties cannot agree on such compensation by April 1st of each year of this agreement or at any time during the term of this agreement, any party may elect to terminate this agreement for its convenience and without penalty in accordance with the Termination provision in this agreement.

Amendment 1
 changes
 1) monthly - 1st monthly billing due OCTOBER 2002
 2) END FROM 8.91% TO 15.91%

----- EXHIBIT 2 -----

MEMORANDUM OF AGREEMENT
BETWEEN MULTNOMAH COUNTY, OREGON
AND THE TRI-MET TRANSIT POLICE DIVISION

The parties to this agreement are Multnomah County, Oregon, the Multnomah County Deputy Sheriff's Association (Association), Tri-Met Transit Police Division, and Tri-Met (Tri-Met).

It is the intent of this agreement: (1) to recognize that Tri-Met is staffed by police officers from many jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future County officers assigned to Tri-Met will use their County date of hire seniority as the means to select shifts, days off, vacations and overtime.

2. Current and future county officers assigned to Tri-Met will abide by the following:

23.1 Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position s/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.

23.2 Subject to manpower needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.

23.3 In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request. The Division may voluntarily accommodate the shift and/or day off preferences of the transferring officer before 45 days provided it does not involuntarily bump another officer to do so.

23.4 In the case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request. The Division may voluntarily accommodate the shift and/or day off preferences of the transferring officer before 30 days provided it does not involuntarily bump another officer to do so.

23.5 An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

23.6 **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

23.7 **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

23.7.1 Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

23.7.2 For the purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

23.8 **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to employees in the Division. Provided, however, that no officer may utilize seniority to work such a shift on more than one occasion per pay period.

45.1 An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

IT IS AGREED:

Dan Noelle
Dan Noelle
Multnomah County Sheriff

Wain H. ... PRES, MCD SA
Multnomah County Deputy Sheriff's Association
Business Representative

Cliff Jensen 2.24.00
Captain Cliff Jensen
Tri-Met Police Division

Burt T. Nelson
Tri-Met, Director

Reviewed:
Thomas Sponsler, Counsel for Multnomah
County
By: N/A Date

APPROVED AS TO FORM
Jeffrey L. Rogerson
CITY ATTORNEY

AGENDA PLACEMENT REQUEST

BUD MOD #: 04_MCSO_03

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 05.27.04
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: May 27, 2004
Agenda Item #: C-3
Est. Start Time: 9:30 AM
Date Submitted: 05/13/04

Requested Date: May 27, 2004

Time Requested: N/A

Department: Sheriff's Office

Division: Law Enforcement

Contact/s: Angela Burdine, Budget Manager

Phone: 503 988-4455

Ext.: 84455

I/O Address: 503/350

Presenters: Angela Burdine

Agenda Title: Budget Modification 04_MCSO_03 Appropriating \$1,500 Safe Neighborhood Heroes Grant for the Purchase of Three Tasers

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Sheriff's Office is requesting approval of Budget Modification 04_MCSO_03 to recognize \$1,500 awarded thru a grant from the Safe Neighborhood Heroes Grant for the purchase of three tasers.

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

The Safe Neighborhood Heroes Grant awards this one-time-only grant to the Sheriff's Office. The revenue will be used by the Sheriff's Office Enforcement Unit to purchase 3 tasers.

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

This will increase the Enforcement Divisions' revenue by \$1,500 in the General Fund.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** This is a one-time-only grant award of \$1,500 in the General Fund.
- ❖ **What budgets are increased/decreased?** The Enforcement Division will increase their General Fund budget by \$1,500.
- ❖ **What do the changes accomplish?** The budgetary changes recognize the one-time-only grant awarded by the Safe Neighborhood Heroes Grant.
- ❖ **Do any personnel actions result from this budget modification? Explain.**
No
- ❖ **Is the revenue one-time-only in nature?** Yes
- ❖ **If a grant, what period does the grant cover?** Fiscal Year 2004
- ❖ **When the grant expires, what are funding plans?** This is one-time-only funding source used to buy equipment. The grant is not being used to support ongoing operations.

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

- 4. Explain any legal and/or policy issues involved.**
None at this time.

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

Required Signatures:



Department/Agency Director:

Date: 05/13/04

Budget Analyst

By: 

Date: 05/13/04

Dept/Countywide HR

By: _____

Date:

EXPENDITURES & REVENUES

Line No.	Fund Center	Fund Code	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Cost Center	WBS Element						
1	60-50	1000			SOOPS.DVW	50210		(1,500)	(1,500)		Non-Govrnmntl Grant
2	60-50	1000			SOOPS.DVW	60240		1,500	1,500		Supplies
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
								0	0		Total - Page 1
								0	0		GRAND TOTAL

WAL-MART FOUNDATION
702 S.W. 8th Street
BENTONVILLE, ARKANSAS 72716

BANK OF BENTONVILLE
BENTONVILLE, AR
81-701/829

DATE OF CHECK	CHECK NUMBER
03/27/2003	777524

CHECK AMOUNT
\$ *****1,500.00

VOID AFTER 180 DAYS

DAY 2 ON THOUSANDS OF OTHERS AND STUDENTS

TO THE ORDER OF
MULTNOMAH COUNTY SHERIFFS DEPARTMENT
PORTLAND OR SAFETY TEAM

2552 - 8891

Jack R. Fatzsim
Senior V.P. - Finance and Treasurer

⑆ 77524 ⑆ ⑆ 082907011 ⑆ 95525192 ⑆



www.walmartfoundation.org

1-800-530-9925

Ver: 2/1/03

Application for Grant Funding

Return completed form to the Wal-Mart Store or SAM'S CLUB where you obtained this application.

03/15/2003 10:08 5037748305

WALMART

PAGE 03

Organization Name: _____

Please Select Grant Program:
 Matching Grt Bonus Grt Literacy Grt Safe Neigh. Heroes Enviro. Grt Grandprts Day Grt (div 01 only) Civic and Veterans Grt

Location #: _____ **City:** _____ **ST:** _____ **Type:** WM / SAM'S / DC / TO / Other _____

Today's Date: ___/___/___ **Date of Event:** ___/___/___ **Fundraiser Location:** On Site Off Site **Amount Requested:** \$ _____

How many associates will / did participate in the event? _____ (not required if held on site)

Specifically, what is the fundraiser? (matching grants only) _____

Managers Name (signed and printed): _____

Community Involvement Associate: _____

This application and a receipt letter (matching grants only) must be completed and ON FILE at your location for ALL grants

Select one: IRS designated 501c3 organization * **OR:** 501c4 501c19 organization* (eligible for Civic and Veterans Grant ONLY)
* Must provide a valid Federal Tax ID / EIN #. Number will be validated using the IRS publicly available database

OR: Faith Based Organization ** Public School Federal, State or Local Government Agency
** Faith Based Organizations must be conducting projects that benefit the community as a whole. Grants cannot solely or primarily benefit, directly or indirectly, their adherents or members

Organization Name: MULTNOMAH COUNTY Sheriff **Federal 501c3, c4 or c19 Tax ID (EIN) #:** (9 digits) 93-6002309

Address: 501 SE HANTHORNE BLVD Suite 350 **City:** PORTLAND **ST:** OR **Zip:** 97214

Contact Name: Lt. Bruce McCain **Contact Phone:** 503-988-4325

What service does your organization provide to the community? Public Safety

Specifically, how will funds from this grant be utilized in your local community? Purchase three TASERS @ \$500⁰⁰ ea.

Which of the following groups will this funding primarily benefit? This information is used solely to track our funding to specific diverse community groups and is NOT considered during the grant review or approval process. Please select only the most appropriate:
 Hispanic African American Asian American Native American General Population (benefits the entire community)

Will these grant funds directly benefit your LOCAL community? Yes No

Complete for Grandparents Day ONLY: Number of youth involved: _____ Number of senior citizens involved: _____

Organization Representative: By signing below I acknowledge that this form represents a request for funding, and is not a guarantee of funding. Final approval is subject to the guidelines of the Wal-Mart Foundation. All organizations holding fundraisers at any Wal-Mart Stores, Inc. location, or requesting grant funding, must abide by the rules and guidelines set forth by the location, Wal-Mart Stores, Inc., and the Wal-Mart Foundation. This request will not be processed unless signed by all parties.

Signed: Lt. Bruce McCain **Printed:** Lt. Bruce McCain **Date:** 03/17/03

Walt Photo Inc...



Safe Neighborhood Heroes

2003 Program Guidelines

Click here to print the Safe Neighborhood Heroes Grant application.

IMPORTANT change for 2003!

What is the Safe Neighborhood Heroes Grant?

Safe neighborhoods and communities are important to all of us. The Safe Neighborhood Heroes Grant is a \$1,500 budget that is available to all field locations (Wal-Mart, SAM'S CLUBS and DC's) to be used in support of local Police, Fire, Rescue and EMS organizations.

IMPORTANT change for 2003!

How to apply:

The deadline to apply for the 2003 Safe Neighborhood Heroes Grant is September 19, 2003. All Safe Neighborhood Heroes grants will be presented on October 7, 2003 in conjunction with National Safety Week. Corporate Communications will release a national media advisory on this day in support of this event.

Stores and Clubs should utilize the Online Grant System to apply for this grant. DC/TO locations must fax completed applications to the Wal-Mart Foundation at 479-273-6850.

IMPORTANT change for 2003!

Annual budget:

The Safe Neighborhood Heroes budget can be designated to multiple organizations, in varying denominations, or to a single recipient up to \$1,000 in a budget year. Organizations are NOT required to hold a fundraiser to be eligible for this grant. The annual budget for your location is \$1,500.

What types of organizations qualify?

Any local Law Enforcement, Fire, Rescue or EMS organization, that would normally qualify for Matching/Bonus grants can qualify for the Safe Neighborhood Heroes Grant. Volunteer fire departments (VFD) may also be eligible, provided they have a 501c3 tax id #, or can provide a letter from the local city/county government stating that the VFD is a government agency. Examples of programs that would qualify for this funding would be:

- Bullet-proof vests for local Police Departments;
- K-9 dogs for local Sheriff's Departments
- Thermal imaging cameras for local Fire Departments
- Fire safety education houses
- Jaws-of-Life for local volunteer Rescue/EMS Unit.

Equipment - Police/Law
Public Education - Police/Law
Training - Police/Law
Law enforcement protection training & Education

IMPORTANT change for 2003!

When is the best time to award this grant?

The deadline to apply for this grant is September 19, 2003. This grant is to be given on October 7, 2003 in conjunction with National Safety Week. Corporate Communications will release a national media advisory on this day in support of this event.

Questions?



Community Involvement Receipt Letter

Location Use Only:

Location #: _____ Type: WM / SAM'S / DC / Other _____ Date: ___/___/___

Managers Name (printed & signed) _____
Community Involvement Associate _____
(must be signed by both to be valid)

Date of the Event: ___/___/___
Amount of your budget you wish to use for this grant: \$ _____

To be completed by Organization:

Organization Name: MULTNOMAH COUNTY Sheriff's Office

Amount Raised after expenses: \$ 1,500⁰⁰

Will this grant benefit your LOCAL community? Yes No

Organization Representative:

By signing below, I acknowledge that this form represents a request for funding, and is not a guarantee of funding. Final approval is subject to the rules and guidelines of the Wal-Mart Foundation. All organizations holding fundraisers at any Wal-Mart Stores, Inc. location, or requesting grant funding, must abide by the rules and guidelines set forth by the location and Wal-Mart Stores, Inc. This request will not be processed until signed by all parties.

Signature: Lt. Bruce R. McCain Printed: Lt. Bruce R. McCain

Fill Out and Sign

AGENDA PLACEMENT REQUEST

BUD MOD #: 04_MCSO_08

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 05-27-04
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: May 27, 2004
Agenda Item #: C-4
Est. Start Time: 9:30 AM
Date Submitted: 05/17/04

Requested Date: May 27, 2004

Time Requested: N/A

Department: Sheriff's Office

Division: Law Enforcement

Contact/s: Angela Burdine, Budget Manager

Phone: 503 988-4455

Ext.: 84455

I/O Address: 503/350

Presenters: Angela Burdine

Agenda Title: Budget Modification 04_MCSO_08 Appropriating \$22,000 from the Oregon Department of Transportation for Patrol Services in Work Zones

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**
The Sheriff's Office is requesting approval of Budget Modification 04_MCSO_08 to appropriate \$22,000 of revenue from ODOT. The revenue will be used to support patrol services in specified work zones on state highways.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**
Federal studies show that work zone crashes tend to be more severe than other types of accidents. Moreover, 40% of work zone accidents occur in the transition zone prior to entering the work area. To maximize safety in work zones, ODOT has sought to enlist the forces of state and local law enforcement agencies in compliance with the provisions of local cooperative policing agreements, to patrol specified work zones on State highways.

ODOT will reimburse the Sheriff's Office for overtime costs in providing patrol services in specified work zones on State highways. The grant stipulates that the Sheriff's Office

provide a 14% match on overtime hours billed. Match funding was included in MCSO's FY 2004 Adopted Budget.

The project started in December 2003 and will continue through June 30, 2005. During this period, the maximum amount to be reimbursed is \$70,200. The grant spans FY 2004 and FY 2005 as follows:

- FY 2004 – \$22,000
- FY 2005 – \$48,200

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

This will increase the Enforcement Division's revenue by \$22,000 in the Federal/State Fund. The Grant covers the Central Indirect for administration of the funds.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** This is an IGA service agreement contract in the amount of \$22,000 in the Federal/State Fund.
- ❖ **What budgets are increased/decreased?** The Enforcement Division will increase their Federal/State budget by \$22,000. Contingency is also increased by \$474 for Central Indirect costs.
- ❖ **What do the changes accomplish?** The budgetary change recognizes \$22,000 in revenue from Oregon Department of Transportation.
- ❖ **Do any personnel actions result from this budget modification? Explain.**
No
- ❖ **Is the revenue one-time-only in nature?** Yes.
- ❖ **If a grant, what period does the grant cover?** Fiscal Years 2004 and 2005.
- ❖ **When the grant expires, what are funding plans?** This grant is not being used to support ongoing operations.

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

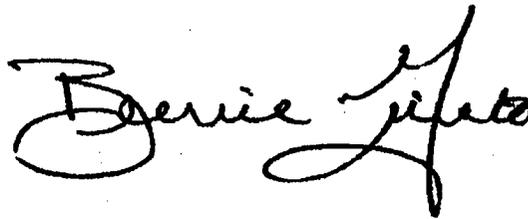
- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**

- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
None at this time.

5. Explain any citizen and/or other government participation that has or will take place.
Other law enforcement agencies providing patrol services for specified work-zone areas are Oregon State Police and Portland Police.

Required Signatures:



Department/Agency Director:

Date: 05/17/04

Budget Analyst

By: 

Date: 05/17/04

Dept/Countywide HR

By: _____

Date:

BUDGET MODIFICATION: # MCSO 04-EXT-08

EXPENDITURES & REVENUES

This bud mod reduces revenue to PUC contract & adds Work Zone Enforcement contract

Budget Fiscal Year: 03/04

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	60-50	1000			SOENF.ODOT.CZE	50236	0	(22,000.00)	(22,000.00)		IG-OP-Charges for Srvc
2	60-50	1000			SOENF.ODOT.CZE	60110	0	15,330.02	15,330.02		Permanent
3	60-50	1000			SOENF.ODOT.CZE	60130	0	4,356.79	4,356.79		Salary related Expenses
4	60-50	1000			SOENF.ODOT.CZE	60140	0	1,839.60	1,839.60		Insurance
5	60-50	1000			SOENF.ODOT.CZE	60350	0	473.58	473.58		Indirect (Central 2.2%)
6							0				
7	70-01	3500		705210		50316	0	(1,839.60)	(1,839.60)		Increase Insurance Revene
8	70-01	3500		705210		60330	0	1,839.60	1,839.60		Increase Offsetting Exp
							0				
9	19	1000		9500001000		50310	0	(473.58)	(473.58)		Indirect Revenue
10	19	1000		9500001000		60470	0	473.58	473.58		-
11							0	0			
12							0	0			
13							0	0			
14							0	0			
15							0	0			
16							0	0			
17							0	0			
18							0	0			
19							0	0			
20							0	0			
21							0	0.00			
									0	0	Total - Page 1
									0	0	GRAND TOTAL
20								0			

#1

(1)

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 5-27-04

SUBJECT: Montavilla Library

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Ellyn M. Farris

ADDRESS: 24 SE 85th

CITY/STATE/ZIP: Portland OR 97216

PHONE: DAYS: 503-255-5355 EVES: _____

EMAIL: klfarris@iccom.com FAX: _____

SPECIFIC ISSUE: Save (Restore) the Montavilla Library

WRITTEN TESTIMONY: Please help us restore library.

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Keith & Lyn Farris

From: "Keith & Lyn Farris" <klfarris@iccom.com>
Sent: Thursday, May 27, 2004 8:41 AM
Subject: Save the Montavilla Library

1. I'd like to request that my elected representatives restore the Montavilla Library. I voted for you, and now I ask you to vote for our neighborhood to have the opportunity to restore its library. If you respect the citizens, please act in an efficient and cost effective manner.

2. I moved to Portland in 1974. My daughters and I were able to walk to Montavilla Library and participate in the reading programs there. Now I care for these two wonderful grand-daughters who love books. I wish we could still walk to the library. There are also many low-income children in the neighborhood, who would be well served by a library they could access. Libraries help keep children out of trouble, and create good citizens. They are especially important in neighborhoods that have a high proportion of newcomers trying to learn the language.

3. By formal votes and approvals, Montavilla (5/20) and Mt. Tabor (5/19) Neighborhood Associations have endorsed the 'Save the Montavilla Library' Plan to restore the Montavilla Library. Out of community spirit, Saint Peter and Paul's Episcopal Church withdrew its alternate land use suggestion (offered 5/6) to support the Montavilla Library (5/20). Clearly this is a popular and significant groundswell of support. The Library unifies a very diverse community behind a recognized common need and goal

4. Please restore the 1934 deed restriction that this property only be used for a neighborhood library at its current historic site into perpetuity (forever) because of the over-whelming benefit to the common good. This action is necessary because the government removed that stipulation in violation of the original private /public partnership and over residents' objections. When the County refuses to restore the land-use stipulations after a public outcry, that is proof of the Commissioners' failure to represent the public interest and an unreasonable response to a clearly articulated agenda.

5. The restore and "Save the Montavilla Library" group includes representatives from the Kiwanis Club of Montavilla, the Montavilla Neighborhood and Mt. Tabor Neighborhood Associations, area churches, businesses, neighbors, schools, senior citizens, youth advocates, and other effected community members. Their mission is to develop a plan and schedule for a private / public partnership to re-open the Montavilla Library in its historic location. They have united behind one consistent message based on Testimony on 5/20. Please enable this citizens' group to be successful by your cooperation.

It is unreasonable, disrespectful, arrogant and frivolous of the County Commissioners to deny the will of the people and the legitimacy of citizen input. To contradict common sense is to lose the public's confidence and

5/27/2004

trust.

6. No money for operating expenses, or capital improvements, or long-term funding has been requested of the government. The County appears to be stone-walling an energetic and thoughtful spontaneous effort, resisting generous offers of private contributions.. The County is wasting time and money to discourage private funding of public services. That seems bad public policy, especially in view of other positive examples like the Hillsdale Library made possible by its own neighborhood's efforts. Leaders should encourage this kind of public service. This is an issue of the accountability of the County Commissioners and their response to public involvement. Please support the voters.

7. A neighborhood library is more than a building with walls and books. A library is the best crime prevention tool money can buy for the County, the City and the neighborhood. When people of all ages and backgrounds come to a common place, barriers of isolation are broken down. When people know each other, they look out for each other. Libraries build strong communities.

Ellyn M. Farris

#2

①

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 5/27/04

SUBJECT: SAVE Monmouth LIBRARY

AGENDA NUMBER OR TOPIC:

FOR: AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: SANDRA MCDANIEL

ADDRESS: 1435 NE 13

CITY/STATE/ZIP: RHD, OR 97213

PHONE: DAYS: 257 3346 EVES: SAME

EMAIL: _____ FAX: _____

SPECIFIC ISSUE:

WRITTEN TESTIMONY:

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Testimony

Save the Montavilla Library

Sandra Mc Daniel, Chair
Montavilla Neighborhood Association

May 27, 2004

As the President of the Montavilla Neighborhood Association, I am here today to thank you for your efforts to restore and "Save the Montavilla Library." We have a very good start. Now, we are ready to move to the next step.

The Montavilla Neighborhood Association met after your Commission Meeting, May 20, 2004. The Neighborhood Association ratified the draft Ordinance's contents already submitted to you. That draft Ordinance is our official working agenda to save and restore Montavilla Library.

I have been authorized by the Neighborhood Board to request that you write into law the contents of the draft Ordinance already submitted for your consideration. (5/20/2004).

Please vote to adopt the contents of that draft Ordinance unanimously. Then, our Neighborhood Association will go away confident that you have been persuaded by us. We are eager for that approval. Then, we can re-direct our energies on the 12-month cycle to plan the "private / public partnership" that will re-open the Montavilla Library at its current historic location. We are eager for your show of good faith.

We welcome Commissioner Naito who wrote that she planned to attend our June meeting concerning the re-opening of the Montavilla Library. I would also like to invite Chairman Linn and the entire Commission to attend our Monday, June 14 evening meeting. **We invite you to listen.**

Among our Neighborhood Association members, we have some strong concerns.

With all due respect, I feel some reluctance to sound critical after we made such a good start. However, as the Chair of the Neighborhood Association, I have an obligation to tell you that some community members felt manipulated by the Multnomah County Commissioners. The angriest described your comments as "**empty campaign promise,**" "**political double-talk**" and "**meaningless.**" Remember, I am their messenger not a censor. **Montavilla Neighborhood will be re-assured when the contents of the draft Ordinance is passed.**

You suggested that it was unnecessary to pass an Ordinance that the Montavilla Library was not going to be sold. The distrustful and most angry residents observed that just because the sign went down, until the Ordinance is passed, the County is free to sell the property out from under us without the public's participation and knowledge.

The approximately 18-20 people who showed up last week to testify and those groups who have discussed your actions have been united and consistent in one demand. (Some of us were confused on how to provide Public Comment, so although more people showed up than actually testified. The most furious neighbors demand **"Get it in writing !"** Respectfully, **Mt. Tabor and Montavilla Neighborhood Associations strongly urge that as a show of good faith you pass the Ordinance to stop the sale of the Montavilla Library and restore the stipulation made in 1934 that the purpose of the property is solely for a Library.**

As fair people, we support other neighborhoods' priority to build local new libraries. The Montavilla Library is different from other libraries, because it is not something new. The Montavilla Library is a continuation of an agreement made with the Kiwanis Club of Montavilla, the children of the Great Depression who gave their pennies and nickels, and other donors in the 1930s. The Montavilla Library is restoring that which was wrongfully taken away.

Thank you for your anticipated support of the contents of our working agenda provided to you as a draft Ordinance (5/20/04).

Exhibits:

Testimony of Maureen Wright (5/20/2004) with Exhibits: Draft Ordinance (submitted into the record 5/20) and
Chronology & Facts

#3

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 5/27/04

SUBJECT: Save the Montavilla Library

AGENDA NUMBER OR TOPIC: _____

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Barbara Allen

ADDRESS: 225 SE 80th Avenue

CITY/STATE/ZIP: Portland OR 97215

PHONE: DAYS: 503 230 1211

EVES: 503 880 9242

EMAIL: _____

FAX: _____

SPECIFIC ISSUE: Save the Montavilla Library

WRITTEN TESTIMONY: please see attached

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Kimberly McClain

Introduction

- Immediate past chair Montavilla Neighborhood Association
- Land Use Planning Chair
- As a current member of the Executive Board approved the content of the testimony offered by the current Montavilla Neighborhood Chair, May 20 and May 27
- Encourages her elected represented Commissioner Natio and Chair Linn to sponsor the proposed concept and language
- Asks for the entire Commission to vote in support of the joint Montavilla and Mt. Tabor restore and save the Montavilla Library

Testimony
Save the Montavilla Library
May 27, 2004

Commissioners,

I appreciate the opportunity to speak about something that is so important to me and that I feel so passionate about, saving the Montavilla library! As a resident of Montavilla and an avid user and supporter of our libraries, I want you to know that I am 100% behind the reinstatement of our neighborhood library. Within Montavilla, there are people who don't have access to a public library for many different reasons such as lack of transportation or the time and/or money necessary to use public transportation to get to the nearest library, either Belmont at 39th Avenue or Midland on 122nd Avenue. Having a library that is within a short bus ride or drive away would make a huge difference in the lives of not only Montavilla residents but all who live in the area. Having one that neighbors could walk to or ride their bikes to would be wonderful!

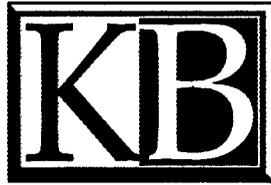
Having easy access to books and other reading materials without the expense of purchasing them should be a right for all, not a gift for a select few. With the economic makeup of our neighborhood from the 2000 census showing that almost half of Montavilla residents make less than the median income of the city, 12% of those living below the poverty line, we need this resource in our neighborhood! As tax payers, we pay for and deserve resources that make our neighborhood more livable and vital. As Portlanders, we are worthy of the same advantages that other, more affluent neighborhoods, receive.

I would ask that you stop the sale of the Montavilla library building and allow us time to comprise a plan to re-open the library. We are willing and able to find alternative sources of funding to establish a public/private partnership for this project and we would like the time to do that.

Please help us in revitalizing our neighborhood!

Thank you

Kimberly McClain
Montavilla resident
331 NE 78th Ave
Portland, OR 97213
503/262-0831



**Custom
Framing
& Gallery**

Fine Preservation framing

Dear Commisioners,

Help us keep our neighborhood going in the right direction in upgrading our local society. We need the education & public places, other than the bars, clubs & attractions for those who won't contribute to the business or economy in the area. We need a good quality place for people to go. At he very least, in respect for those who established the building, we need to offer a progress. I just opened my frame shop in the area, and I wouldn't have chosen this spot if we are going the other way.

**KB Frames
Greg**



**• Friendly Design Help • Master Framing • Huge Custom Selection
• Original Art & lithographs • Local family owned**



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#4



MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk
This form is a public record

MEETING DATE: 5/27/09

SUBJECT: Maureen Wright

AGENDA NUMBER OR TOPIC: Montavilla Library

FOR: _____ AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: _____

ADDRESS: 1505 SE MADISON ST

CITY/STATE/ZIP: Portland OR 97214

PHONE: _____ DAYS: 233 9383 EVES: SAME

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: Montavilla Library

Public involvement + private public partnerships

WRITTEN TESTIMONY: TO FOLLOW

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Testimony

Maureen Wright

Save the Montavilla Library

Thursday, May 27, 2004

Thank you Madame Chairman and Multnomah County Commissioners for allowing me to speak.

Common knowledge is that during the Great Depression, in the 1930s, the Kiwanis Club of Montavilla donated Montavilla Branch Library the land for that specific property to be used for only a neighborhood library. Children from Montavilla and Vestal Grade School donated their pennies and nickels to raise money to open the library. The Montavilla Reading Room donated its entire collection (formerly housed in a "rented storefront" according to the **1934-35 Report of the Librarian, Seventy-Second Annual Report**) to build the new neighborhood library's inventory of books.

Today, I ask for your vote on a draft Ordinance to "Save Montavilla Branch Library."

I am a resident of Buckman Neighborhood. First, I urge my Commissioner Maria Rojo de Steffey to join Commissioner Naito as a chief sponsor of this ordinance "Save the Montavilla Library." Second, I ask your unanimous adoption of this proposed law and its key elements once they have been made final.

This issue is primarily about how the County Commissioners respond to a grass roots citizen effort and your accountability. The primary issue also is your attitude towards ordinary people, representational democracy, citizen participation and common sense. When an energetic, organized and diverse group of ordinary citizens offer to provide a public service with private contributions; common sense tells us that is what you as our representatives should be eager to encourage. Secondarily, the issue is the Montavilla Library and the government keeping its agreements with local neighborhoods and ordinary citizens. In this example, the agreement is a 1934 land-use stipulation. The agreement is that Montavilla Library at its current historic location needs to be a neighborhood library into perpetuity.

Exhibit referenced and attached:

My testimony submitted 5/20/04 with the Draft Ordinance
Chronology & Facts about the Montavilla Library

Testimony

Maureen Wright

Save the Montavilla Library

Thursday, May 20, 2004

Thank you Madame Chairman and Multnomah County Commissioners for allowing me to speak.

Common knowledge is that during the Great Depression, in the 1930s, the Kiwanis Club of Montavilla donated Montavilla Branch Library the land for that specific property to be used for only a neighborhood library. Children from Montavilla and Vestal Grade School donated their pennies and nickels to raise money to open the library. The Montavilla Reading Room donated its entire collection (formerly housed in a "rented storefront" according to the **1934-35 Report of the Librarian, Seventy-Second Annual Report**) to build the new neighborhood library's inventory of books.

Today, I ask for your vote on a draft Ordinance to "Save Montavilla Branch Library."

I am a resident of Buckman Neighborhood. First, I urge my Commissioner Maria Rojo de Steffey to join Commissioner Naito as a chief sponsor of this ordinance "Save the Montavilla Library." Second, I ask your unanimous adoption of this proposed law and its key elements once they have been made final.

When the Montavilla neighbors told me that that the Multnomah County government's attitude seemed to be "too late, too bad, go away" regarding the Montavilla Branch Library, I took constructive steps.

I organized a core of concerned citizens. Twice, I suggested a meeting with the Commissioner or her staff at any time convenient to her Office with that core group. The group was to include officers of the Montavilla Neighborhood Association, nearby neighbors, the Kiwanis Club of Montavilla, business owners, area churches and grade and high schools, and me.

Twice, I asked. Twice, I was told that Commissioner Naito refused to discuss why the sale of the Montavilla Branch Library was wrong and why the original land-donors the Kiwanis objected.

Ironically, at exactly the time, you told the voters that you valued public involvement: the Commissioner refused public involvement.

Exhibits:

Draft Ordinance

Chronology & Facts about the Montavilla Library

Exhibits

Save the Montavilla Library

Draft Ordinance - 2 pages

Chronology & Facts about the Montavilla Branch
Library's history & current status – 1 page

Type: Resolution, Order Proclamation

Requested of Commissioners Lisa Naito and Maria Rojo de Steffey, Multnomah County Commissioner as chief sponsors to be co-sponsored by Chair Diane Linn, Commissioners, Serena Cruz, and Lonnie Roberts requested by Save the Montavilla Library with a request to set a time and date certain for public hearings (identified by the Montavilla Neighborhood Association) and a vote by the Multnomah County Commission to approve the contents of the Final Draft Ordinance.

Title: Declaring an emergency to:

1. Stop the sale of the Montavilla Branch Library, 211 S.E. 82nd Avenue, Portland, Oregon before June 1, 2004 and return the property to its original intent;
2. Restore the 1934 deed restriction that this property only be used for a Montavilla Neighborhood Library at its current site. This action is necessary because the government removed that stipulation in 1982 as a violation of its bargain with the original library-donors and Montavilla residents;
3. Establish a 12 month task force composed of the founder of "Save the Montavilla Library," representatives from the original property donor the Kiwanis Club of Montavilla, the Montavilla Neighborhood Association, area churches, businesses, neighbors, schools, senior citizens, youth advocates, and other effected community members. Their mission is to develop a plan and schedule for a private / public partnership to re-open the Montavilla Library in its historic location.
4. Recognize the common knowledge and heritage of Montavilla residents and their descendents. During the Great Depression, the Kiwanis Club of Montavilla donated the land for the Montavilla Branch Library. The children of Montavilla and Vestal Grade Schools gave their nickels and pennies to finance their neighborhood library. According to the **1934-35 Report of the Librarian, Seventy-Second Annual Report**, the Montavilla Neighborhood donated the contents of the Montavilla Reading Room

(formerly housed in a "rented storefront") to build the Branch's inventory of books. The original building was built by the federally-funded Works Progress Administration (WPA).

5. Apologize by the action of an unanimous vote on this Ordinance to the Montavilla community, and the Kiwanis Club of Montavilla for the County Commission's disrespect of their public involvement and donations. (The Kiwanis donated the land for the library.)
6. Respond affirmatively to the Montavilla Neighborhood's offer to build a combined public private / partnership to finance and re-open the Montavilla Branch Library. Multnomah County agrees to maintain the overhead costs (averaging less than \$70 a month for utilities since the building's vacancy in November 2003) and grounds' keeping services.

As their private contribution, citizens will provide grant-writing, constituent contact, and other expert and professional services to raise money.

Meanwhile, the Montavilla children of the 21st century can follow the historical traditions of their counter-parts from the 1930s Great Depression Era to raise money for the Montavilla Branch Library.

7. Incorporate the spirit and language of the Motion in support of "Save the Montavilla Library" approved Wednesday, May 19, 2004 by the Mount Tabor Neighborhood Association with an unanimous vote.
8. Expect house-keeping amendments and another Ordinance when the Montavilla Neighborhood Association meets in June 2004 on the subject of how the neighborhood will "Save the Montavilla Library"

Ordinance drafted by:

Maureen Wright

Resident, Buckman Neighborhood
Founder, "Save the Montavilla Library"
Native, born & raised in Montavilla Neighborhood

Chronology

1930s: Common knowledge is that during the Great Depression, the Kiwanis Club of Montavilla donated the land with the deed restriction for that specific property to be used for only as a neighborhood library; children from Montavilla and Vestal Grade School donated their pennies and nickels to raise money to open the library; the Montavilla Reading Room donated its entire collection (formerly housed in a "rented storefront" according to the **1934-35 Report of the Librarian, Seventy-Second Annual Report**) to build the new neighborhood library's inventory of books

1934: Opened as a as a single story Montavilla Branch Library

1982: The County removed the deed restriction with an emergency ordinance (which meant that the change took immediate effect and implies that the public participation was inhibited or prevented). Ordinarily, non-emergency ordinances have 90 days before the change takes effect.

1980s: Second floor was added to achieve 9250 square feet. The property was occupied by various governmental agencies until approximately 18 months ago. The wiring was up-graded for computers and internet connectivity.

Now: The average monthly operating cost for the building's utilities since November 2003 to the present is \$68 a month. There are no property taxes. Grounds' keeping is performed by County employees and is the only on-going maintenance cost at present.

Zoning: The zoning is R-1 medium density multi-family dwellings.

Nearby Neighbors: The nearest neighbors are single-family dwellings occupied by owners, a multi-family dwelling occupied by renters, and small businesses, such as medical, dental and law offices. Immediately across the street is the Montavilla United Methodist Church, 232 SE 80th, (254-5529) with off-street parking and possibly a childcare center.

Common knowledge: The common belief was that the designated purpose and stipulation on the Montavilla Branch Library site and its history of private contributions meant one day the Library would be restored because of the original deal struck by the community with the Library Association. That belief was held by retired employees of the Multnomah County Library System within Montavilla, their families, local business owners, donors such as the Kiwanis Club of Montavilla, contributors to the Montavilla Library collection, such as the children of the Great Depression who gave their pennies and nickels, Montavilla Reading Room affiliates. Some of the old-timers survive and remember. The younger generations rely on the oral history that has been confirmed in part by documentary evidence discovered within less than five business days.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: May 27, 2004

Agenda Item #: UC-1

Est. Start Time: 9:30 AM

Date Submitted: 05/26/04

Requested Date: May 27, 2004

Time Requested: 5 minutes

Department: DBCS

Division: CPCA

Contact/s: Franna Hathaway

Phone: 503-988-5111

Ext.: 22651

I/O Address: 503/400

Presenters: Franna Hathaway and Lee Graham

Agenda Title: Public Contract Review Board Order Approving an Exemption from the Competitive Bid Process for the Purchase of Two Boathouses for the Sheriff's Office

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** The Sheriff's Office requests that the Board of Commissioners acting as the Public Contract Review Board approve an exemption from the competitive bid process for the purchase of two boathouses for the Multnomah County River Patrol.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.** The Sheriff's Office has a requirement to provide two boathouses to shelter two new Patrol boats now on order. The patrol boats and boathouses are funded under a Transportation Security Administration Grant No. DTSA20-20-03-G-01116, which is part of the Federal Port Security Grants Program.

Two competitive bid processes have been issued in an attempt to have the needed boathouses constructed. The first bid resulted in only one bidder who was rejected for failure to provide the required bond. The second bid resulted in no bids being submitted. Following the second bid attempt it was discovered that there were two pre-existing boathouses for sale that can meet the requirements of the Sheriff's Office. These are being offered by two different parties: The first by Rod and Jean Cook for \$67,500 and the second by Tom and Rita Mroczek for \$67,000.

3. **Explain the fiscal impact (current year and ongoing).** The purchase of these bathhouses will be paid for by the Transportation Security Administration Grant.

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

If a budget modification, explain: NA

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: NA

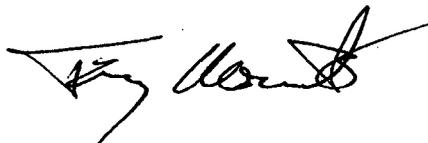
- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain: NA

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. **Explain any legal and/or policy issues involved.** This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rule 300-0050.
5. **Explain any citizen and/or other government participation that has or will take place.** NA

Required Signatures:



Department/Agency Director: _____

Date: 05/26/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

ORDER NO. _____

Approving an Exemption from the Competitive Bid Process for the Purchase of Two Boathouses for the Sheriff's Office

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rule 300-0050, a request from the Sheriff's Office for an exemption from the formal competitive bid process for the purchase of two boathouses.
- b. The Sheriff's Office has a requirement to provide two boathouses to shelter two new Patrol boats now on order. The patrol boats and boathouses are funded under a Transportation Security Administration Grant No. DTSA20-20-03-G-01116, which is part of the Federal Port Security Grants Program.

It is unlikely that an exemption from competitive bidding would encourage favoritism or diminish competition for the public contract.

Two competitive bid processes have been issued in an attempt to have the needed boathouses constructed. The first bid resulted in only one bidder who was rejected for failure to provide the required bond. The second bid resulted in no bids being submitted. Following the second bid attempt it was discovered that there were two pre-existing boathouses for sale that can meet the requirements of the Sheriff's Office.

Cost savings

The two boathouses are being offered by two different parties: The first by Rod and Jean Cook for \$67,500 and the second by Tom and Rita Mroczek for \$67,000. In the only bid received in the first bid process, which the County had to reject, the bid price for constructing two boathouses was \$215,000.

- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rule 300-0050.

The Multnomah County Board of Commissioners Orders:

The exemption from the formal competitive bid process for the purchase of two boathouses is approved.

ADOPTED this 27th day of May, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON, ACTING
AS THE PUBLIC CONTRACT REVIEW BOARD

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

ORDER NO. 04-069

Approving an Exemption from the Competitive Bid Process for the Purchase of Two Boathouses for the Sheriff's Office

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rule 300-0050, a request from the Sheriff's Office for an exemption from the formal competitive bid process for the purchase of two boathouses.
- b. The Sheriff's Office has a requirement to provide two boathouses to shelter two new Patrol boats now on order. The patrol boats and boathouses are funded under a Transportation Security Administration Grant No. DTSA20-20-03-G-01116, which is part of the Federal Port Security Grants Program.

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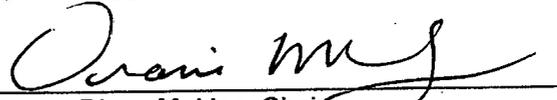
The Multnomah County Board of Commissioners Orders:

The exemption from the formal competitive bid process for the purchase of two boathouses is approved.

ADOPTED this 27th day of May, 2004.

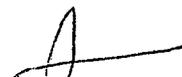


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON, ACTING
AS THE PUBLIC CONTRACT REVIEW BOARD


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John Thomas, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: May 27, 2004

Agenda Item #: R-1

Est. Start Time: 9:30 AM

Date Submitted: 05/19/04

Requested Date: May 27, 2004

Time Requested: 15-20 mins

Department: Non Departmental

Division: Auditor

Contact/s: Judy Rosenberger

Phone: 503 988-3320

Ext.: 83320

I/O Address: 503/601

Presenters: Suzanne Flynn, with Craig Hunt and Rie Anderson

Agenda Title: Presentation on Multnomah County Audit on Building Leases: Review Policies and Improve Practices

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

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?**
 2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 3. **Explain the fiscal impact (current year and ongoing).**

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**

- ❖ What do the changes accomplish?
 - ❖ Do any personnel actions result from this budget modification? Explain.
 - ❖ Is the revenue one-time-only in nature?
 - ❖ If a grant, what period does the grant cover?
 - ❖ When the grant expires, what are funding plans?
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
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If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
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- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

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

Required Signatures:

Department/Agency Director:



Date: May 19, 2004

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

Building Leases

Review Policies and Improve Practices

May 2004



Suzanne Flynn
Multnomah County Auditor

Audit Staff
Craig Hunt, Senior Management Auditor
Rie Anderson, Management Auditor



SUZANNE FLYNN, Auditor

Multnomah County

501 S.E. Hawthorne, Room 601

Portland, Oregon 97214

Telephone (503) 988-3320

Telefax 988-3019

www.co.multnomah.or.us/auditor

MEMORANDUM

Date: May 20, 2004

To: Diane Linn, Multnomah County Chair
Maria Rojo de Steffey, Commissioner, District 1
Serena Cruz, Commissioner, District 2
Lisa Naito, Commissioner, District 3
Lonnie Roberts, Commissioner, District 4

From: Suzanne Flynn, Multnomah County Auditor

Subject: Building Leases Audit

The attached report covers our audit of Building Leases. This audit was included in our FY03-04 Audit Schedule.

The negotiation and administration of building leases are critical to the effectiveness of the landlord-tenant relationship. As of October 2003, the County leased 354,298 square feet in 35 buildings in 39 different leases budgeted for almost \$4 million. The County also had 40 leases with nonprofit, government, and business tenants that were budgeted for revenues of \$1.1 million. While we saw some improvements in lease negotiation and administration recently, there are weaknesses that remain.

We found two policy areas that need the Board of County Commissioners' attention. In a 1993 audit, our office recommended that the County develop an overall policy on leasing County-owned space. That policy was not developed. We found the need for such a policy even greater today. We estimated that the County provided a \$626,000 subsidy to its tenants in FY03-04.

Secondly, competing objectives have impacted the County policy that long-term County programs should be located in owned, not leased, property. From January 1999 to October 2003, leased space has increased 2.3% while owned space has also increased by 14.5%. In 1995 when the County approved this policy leased space accounted for 13% of total space. As of October 2003, leased space was 11.5% of the total.

We have discussed our findings and recommendations with management in the Department of Business and Community Services and the Division of Facilities and Property Management. A formal follow-up to this audit will be scheduled within 1-2 years.

We would like to acknowledge and thank the management and staff in Facilities and Property Management for the cooperation and assistance extended to us.

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Executive Summary

The County is both a tenant and landlord of building space. As of October 2003, the County owned 2,720,361 square feet and leased 354,298 square feet from others. The amount of owned space has increased 14.5% since January 1999 while leased space has increased 2.3% in the same time period. In FY03-04 leased space expenditures were budgeted at \$4 million. The County also leased out 135,496 square feet to others or about 5% of its total owned space for estimated revenue in FY03-04 of \$1.1 million.

The negotiation and administration of building leases is critical to the effectiveness of the landlord-tenant relationship. The purpose of this audit was to determine if building leases were properly initiated, maintained, and renewed or terminated, and whether the County was following adopted policy to house long-term programs in owned space.

All leases, as a tenant or landlord, were administered by the Facilities and Property Management Division (FPM) in the Department of Business and Community Services. The majority of the work was assigned to the Real Property Management Section. During the audit, the staff in this Section, new to administering leases, made significant progress in improving the County's operations in this area. However, we found areas of concern that still need to be addressed.

As a tenant, the County was sometimes in a weakened negotiating position due to premature contact with potential landlords, inadequate planning, and incomplete analysis. Negotiating a lease occurs in a business environment where the landlord's objective is to obtain the best price possible. In some cases, revealing information about the County's specific plans or needs and proceeding without alternatives put the County in a weak negotiating position and most likely increased costs. The fact that the County does not adequately plan for space needs far enough in advance limited finding good alternatives. Further, agreements were not analyzed to the depth needed to determine if offers by landlords represent the best option.

To ensure that the County is not overcharged, leases should be monitored and enforced. The standard practice of using landlord lease forms increases the complexity in monitoring lease performance. Further, the County does not have a system in place to proactively monitor leases. We found instances where better enforcement could have avoided unnecessary costs. To the Department's credit, staff recently took advantage of audit language to discover an overcharge. A better monitoring system would reduce the risk of overcharges occurring.

Recently, the County's responsibilities as a landlord have increased significantly. From FY98-99 to FY03-04 square footage of County-owned leased property increased 49% and revenues will almost double. Processes to administer these leases have not functioned well in the past and will need to be improved to keep pace with this growth. Similar to instances we found when the County was the tenant, communication between more than one representative from the County and a potential tenant has resulted in unnecessary costs and poor documentation.

County-owned property represents an important asset and property management should be conducted in a business-like manner. Many of the County's tenants are nonprofit organizations that have close ties to County services. However, this should not prevent the County from managing these properties. We found incomplete lease records, late or uncollected rent payments, missing verification that tenants have insurance, for-profit tenants that were not paying property taxes, and late lease renewals.

The County leased some of its properties below market rates and below its costs. Most of these subsidies are to nonprofit organizations providing services for the County but a few are to for-profit businesses. The estimated total amount charged below cost for all *known* tenants of County-owned property is \$626,000 annually. This is more than total revenues of \$553,000 collected from tenants in FY02-03. In one longstanding lease to a for-profit business, the annual rent charged was \$19,000 below the cost, and \$28,300 below an estimated market rate. The County lacks a policy regarding the decision to subsidize tenants and to regularly provide analysis to the Board of County Commissioners.

In 1995 the County approved a plan stating that long-term County programs should be located in owned, not leased, property. It was recognized that for larger, more stable programs, leasing was a costly approach with no residual value. At that time leased space accounted for 12% of total County space. Despite the fact owned space increased 14.5% from January 1999 to October 2003, leased space also increased 2.3%.

We found that competing objectives such as forming partnerships with other jurisdictions, co-location with other services, and development of mixed-use buildings had impacted the County's ability to meet this goal.

Background

The County is both a tenant—leasing properties for its own space needs and a landlord—leasing County-owned or leased space to others. Currently, 11.5% of the County's space is leased from others. As of October 2003, the County owned 2,720,361 square feet and leased 354,298 square feet.

County as a Tenant

Leasing is used when there is insufficient space in owned properties to meet temporary service needs or to provide short-term services in a particular geographical area. Leasing of space for long-term programs could also be an interim step towards locating those programs in owned space. While it is the County's financial policy to locate long-term programs in owned space, leasing space may be used to meet other objectives such as co-locating with service providers or supporting mixed-use development.

In June 2003, the County had 58 leases, totaling 393,945 square feet in 49 buildings. Recently, both the number of leases and the amount of leased space have declined. By October 2003, the number of leases declined to 41 leases, totaling 354,298 square feet in 35 buildings. Facilities Management budgeted \$3,947,858 for these 35 leased buildings for FY03-04.

The Department of County Human Services (CHS) occupies the most leased space followed by the Health Department and the Library. One building, the Commonwealth Building, occupied by CHS, accounts for 40% of FY03-04 lease expenditure budget and 30% of the total square footage.

Building lease expenditure
budget by department
FY04

Exhibit 1

Department	Budget	Percent Total	Buildings	Square Footage
CHS	\$2,615,888	66%	9	184,163
Health	\$ 379,800	10%	6*	31,377
Library	\$ 305,000	8%	6	22,242
Community Justice	\$ 242,170	6%	6	22,582
CBS	\$ 185,200	5%	3	58,426
SCP	\$ 122,000	3%	2*	6,676
State Court	\$ 80,500	2%	2	19,000
Sheriff	\$ 10,800	0%	1	8,400
District Attorney	\$ 6,500	0%	1	1,432
Total	\$3,947,858	100%	35*	354,298

*Total number of buildings is 35 because one building is shared by the Health Department and Department of School and Community Partnerships (SCP). Figures do not include Facilities and Property Management Section (FPM) overhead or the Blanchard Building.

County as a landlord

The County leased its owned property to fill surplus space that is not currently used for County programs. In some cases, the County subleased space that was already leased. In most cases, leasing County-owned property supported other County program objectives such as co-locating with service providers. In addition to leasing property to nonprofits and other jurisdictions, the County also leased to several retail businesses.

In FY02-03, the County collected approximately \$550,000 in rent payments. Budgeted revenue for FY03-04 is over one million dollars. Leased square feet have increased 49% from approximately 91,000 square feet in January 1999 to 135,500 in October 2003. Much of the recent growth was attributable to leases at the Gateway Children's Center and the Multnomah County East Building.

Exhibit 2 below shows the number of known leases of County-owned property active during FY02-03, the corresponding square feet, and the FY03-04 budgeted revenue by type of tenant.

County-owned leased space by tenant FY03

Exhibit 2

	Number of leases	Square Feet	FY03-04 Budget
Nonprofit	19	56,134	\$341,381
Government	13	62,026	\$523,704
Business	8	17,336	\$213,694
	40	135,496	\$1,078,779

Source: Auditor's Office

County administration of leases

All leases, as a tenant or landlord, are administered by the Facilities and Property Management Division (FPM) in the Department of Business and Community Services. Within FPM, the Real Property Management section is primarily responsible for administering leases.

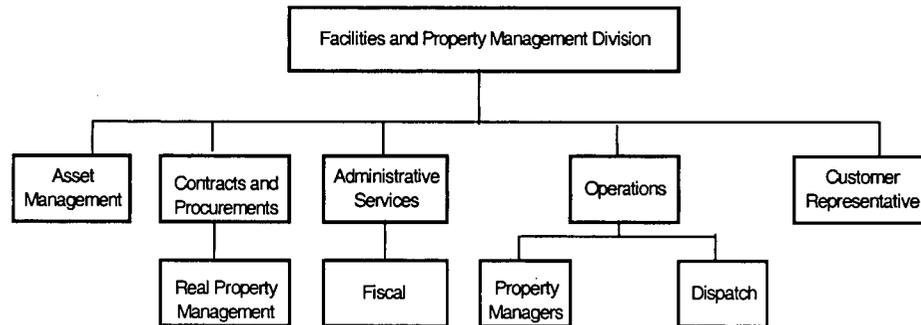
FPM recently moved the Real Property Management Section (RPM) to the Contracts and Procurement Section. The Contracts and Procurement Section manager supervised the RPM section and participated in the leasing process. During our audit, significant changes occurred in the RPM Section. The current Real Estate Management staff were new to administering County leases and have been working to improve the leasing process. During our audit we saw improvements in lease documentation and the clarification of roles and responsibilities.

Other FPM sections were integral to administering leases, as well. For example, the Fiscal Section was responsible for making rent payments when the County was a tenant and collecting rent when the County was a landlord. A newly formed Asset Management Section began to consider space decisions from a Countywide perspective. The Dispatch Section responded to calls about any maintenance needs. FPM stated that Property Managers will ensure that

maintenance issues are resolved and documented. Exhibit 3 below shows the organizational responsibilities in FPM. For all lease administration activities, departments were charged 6% of the lease's cost in FY03-04.

Organization of lease responsibilities

Exhibit 3



Lease decisions required the cooperation of all County departments and the Board of County Commissioners. County-wide administrative procedures provided some guidance when the County is a tenant although there were no procedures that specifically addressed the County as a landlord.

When the County was a tenant and leased space with an annual rent over \$100,000, Board approval of the lease was required. The Board's monitoring responsibility was delegated to the Chair if the lease's annual rent was under \$100,000. Before leasing County-owned property, the Board must formally declare the property as surplus. The Board also approved all leases of County-owned property.

Scope and Methodology

The objectives of our audit were to:

1. Determine whether building leases were properly initiated, maintained, and renewed or terminated both when the County was a tenant and was a landlord.
2. Determine whether the County was following policy to house long-term programs in owned space.

The scope of our audit was limited to the County's building leases when the County was either a tenant or a landlord, and excluded parking, land, and antennae leases. We reviewed relevant regulations, policies and administrative procedures, budgets, other jurisdictions' procedures, lease forms, space standards, the 1995 and 1998 Strategic Space Plans and a draft of the 2003 Strategic Facility Plan. We also examined relevant Board briefings and several FPM initiatives that were under development.

We met with staff from the Facilities and Property Management Division, the Department of County Human Services, the Health Department, the Library, and the County Attorney's Office. We contacted other jurisdictions, researched best leasing practices, and reviewed relevant audits. We also toured county-owned and leased buildings, and obtained available building and lease data.

We reviewed all available building leases. Of those, we selected 21 leases where the County was the tenant for in-depth analysis. These 21 leases represented 88% of FY03-04 budgeted lease expenditures. We also selected 18 leases where the County was a landlord for detailed analysis. This audit was included in our FY03-04 audit schedule, and was conducted in accordance with generally accepted government auditing standards.

Audit Results

County is not in a position to effectively negotiate leases

Negotiating lease agreements requires expertise. Without expertise, there is a significant risk that lease costs will be higher than necessary. In order to effectively negotiate, the County's representative needs to fully understand market conditions, competition, site alternatives, tenant improvements, different types of leases, and other factors. For example, a competitive position can be reduced by expressing undue interest in a single site or having no alternative spaces available. An inexperienced negotiator may also agree to unfavorable terms in the lease.

Even an experienced negotiator will lose significant negotiating leverage when the County, through public statements or contact with landlords by department personnel or elected officials, has expressed interest in a single site without having alternative spaces available. Jurisdictions we studied address this need by centralizing authority, assigning clear guidelines to those negotiating leases, and ensuring those outside of negotiations do not reduce the effectiveness of the process. Once needs are determined, communication during negotiations is limited so that the bargaining position is as strong as possible.

We found that the County did not have a clear policy specifying what roles departments or Commissioners should play in the leasing process. Clearly delineated responsibilities for the Facilities and Property Management Division (FPM) versus those of the departments and Commissioners would have strengthened the County's negotiating position.

After examining 21 files we found that in some cases, departments or Commissioners had directly contacted landlords and pursued negotiations without sufficient FPM involvement. Because Commissioners or departments were interested in a single property and landlords informally became aware of this interest, the County's ability to effectively negotiate was weakened. In some cases, FPM was left without the ability to walk away from a particular lease negotiation which should always be an option.

Strong planning is needed before leasing space

An effective lease negotiator must have a good understanding of the County's needs. This requires a strong planning process. Lease experts recommend that tenants should plan for space needs early. Departments' program needs and financial constraints must be well understood. Effective planning should also include considering the availability of County-owned space before leasing.

Our review of lease files and interviews with FPM personnel indicated that the County did not adequately plan for space needs far enough in advance. Experts state that planning should occur at least 12 months before a decision. If the County planned earlier, increased options would improve its negotiating position.

Further, departments have not prepared service delivery plans as recommended in the 1998 strategic plan. The plan states that "to provide adequate space for program needs, in a timely, cost-effective manner that is consistent with the strategic directions, planning must occur at the department level." Regular updates to space requirements are needed, as well.

Prior to negotiating a lease, market research and analysis should be performed. We found no policy in place requiring FPM to perform market research or analysis or to document the results. While research was likely performed in some cases, we could not determine the quality or how effectively it was used to make the best leasing decision, because of poor documentation. We found several cases where the County appeared to have entered into unfavorable leases, an indication that the quality of the research, if performed, was not satisfactory. In at least one case, analysis was performed after the FPM negotiator tentatively agreed to an offer.

Research of private sector leasing practices indicated that the County could improve its negotiating position by having alternatives that would allow it to walk away from a deal. Committing to a single location puts the County at a disadvantage and increases the risk of a more expensive lease. However, we also found that when leasing alternatives were available, departments sometimes picked more expensive sites without justification.

Leases not analyzed
in a comprehensive
manner

We found little evidence that comprehensive analyses of lease terms were performed. In cases where County leased space had higher rent, the lease was more likely to have overall disadvantageous terms. In order to compare and analyze lease costs on a comparable basis, the full extent of lease components must be considered. Critical areas to consider that can affect lease costs include determination of:

- Which party assumes responsibility for operating expenditures such as repairs and utilities
- The purpose of rent escalation clauses
- Who bears the cost of tenant improvements
- The effect of the County's tax exempt status
- Clearly defined square footage standards
- The risk of leasing and the comparison to the option to buy

Responsibility for
operating expenditures

An important component to consider in a lease decision is which party is responsible for building operating costs such as property taxes, insurance, janitorial services, utilities, and repairs and maintenance. Any analysis used to determine the best leasing option should include a comparison of the full costs, not only the base rent, but also the operating costs. The State of Oregon prefers full-service leases, those that require the landlord to pay all operating costs, because comparing other lease options is difficult and complex. If a full-service lease is not possible, operating expenditures paid in addition to rent should be estimated in best, most likely, and worst case scenarios.

Among 21 samples out of 58 leases, five leases required the County to pay all operating costs. Among those, two had the highest rent per square foot. We found no documentation that identified factors that might have necessitated this high cost. This brings into question whether the County is paying too much.

Rent escalation

Rent escalation provisions are used in leases to protect landlords from increases in operating expenditures or increases in the market rate for rents. When rent escalation clauses are included in the lease, the purpose of the clause should be clearly identified in the lease file and the rate should be appropriately related to the purpose.

Seventeen out of 21 leases we examined included a rent escalation provision. Of those, 11 were leases requiring the County to pay some portion of operating expenditures. Five leases that required the County to pay virtually all operating expenditures also had some type of escalation provision. The purpose of these escalation clauses was not clearly identified causing us to question whether the rates were appropriate. Further, we are concerned that the County did not fully understand the impact of rent escalations. The compounding effect of rent escalations in leases can rapidly erode the benefits of reasonable starting rates.

In Case 1, the County agreed to a 5% annual rent escalation at the inception of the lease in FY96. The County entered FY01 renewal negotiations with an expectation that space needs would be increasing. According to documentation, FPM agreed to increase the rental rate and renewed the lease early to achieve a lower rate. However, the County also accepted a 5% rent escalation rate. We were unable to find any documented mitigating factors that explained why the County accepted these terms.

Because this lease also involved a large amount of space, the impact of 5% rent escalation was even larger. We calculated that in FY03 alone the County could have saved \$78,956 if it had used the Portland-Vancouver CPI, \$54,725 if it had used the US City Average CPI, and \$97,072 if the lease had included no rent increase.

Rent increase term impact
Case Study #1

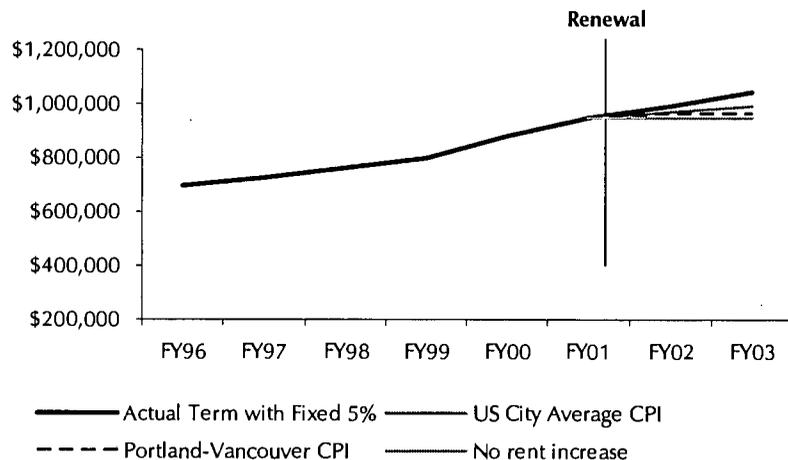
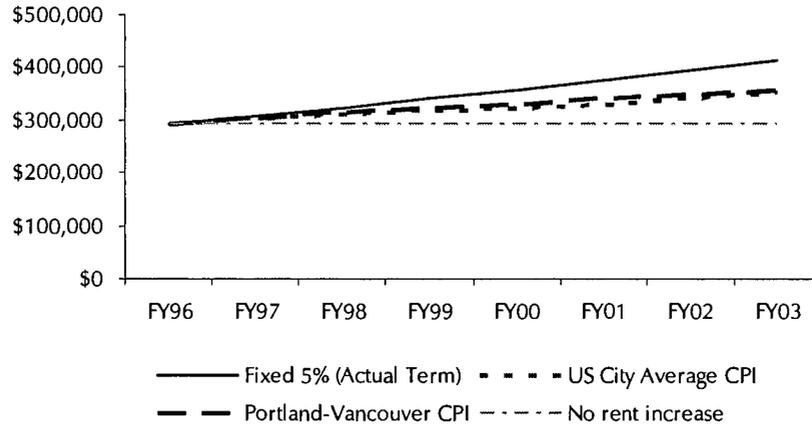


Exhibit 4

In Case 2, the County accepted 5% annual rent escalation at the inception of the lease in FY96. In FY03 alone, the County could have saved \$56,900 if it had tied the rate to Portland-Vancouver CPI, \$62,224 if it had used US City Average CPI, and \$119,434 if the County had not accepted an annual rent increase. Again, because of poor documentation, we were unable to determine why the County agreed to such a rate.

Rent increase term impact
Case Study #2

Exhibit 5



We believe that a fixed escalation rate of 5% is a questionable practice. Using an area CPI index is a common practice and usually a better alternative. According to our analysis, in the last 10 years, the Portland Area CPI has never reached 5% and only three times in the last twenty years as shown in exhibit 6 below. In some recent leases we have seen, FPM has negotiated more favorable escalation clauses lower than the 5% rate.

Exhibit 6

Years when consumer price
index was 5% or over

	Last 10 Years		Last 20 Years	
	Over 5%	Average CPI	Over 5%	Average CPI
Portland-Vancouver	0	2.7%	1	3.1%
Portland-Salem	0	2.8%	3	3.2%

Tenant improvements

Leases may state who pays for improvements to the leased property. In some cases, it is difficult to persuade the landlord to pay for tenant improvements because the modifications may limit the property's future use. When the County did pay for lease improvements, we could not determine whether sufficient efforts were made to negotiate more favorable terms for other aspects of the lease.

For example, both the Northwest Library and Sellwood Library leases required the County to pay for significant tenant improvements, which cost \$699,000 and \$701,000, respectively. Although these two leases are among the most expensive, we found no evidence that the leases took the cost of the tenant improvements into consideration to negotiate more favorable terms.

Property tax responsibility	<p>Under Oregon Revised Statute 307.112, landlords are eligible for a property tax exemption if the tenant is a public entity and the lease agreement reflects savings below market rent. We found other jurisdictions use this statute as a negotiating tool to secure lower rental costs. Among 21 sampled expenditure leases, nine assigned property tax responsibility to the County. Among the nine leases, six were with private sector landlords that are not property tax-exempt. It was not clear whether the County effectively used their property tax-exempt status to reduce rental costs.</p>
Square foot definition	<p>More than one-half of the leases that we reviewed did not have a square-footage standard stated in the lease. Making cost comparisons is impossible unless the definition of square footage is clear.</p> <p>The amount of usable square feet is the actual area that can be occupied. This measure should be obtained and used to analyze different offers in a comparable manner. We found FPM often used rentable square feet to compare rents but this standard includes un-usable space such as common areas.</p> <p>To illustrate, while two lease alternatives may have the same rentable square feet, one of the leases may have 30% unusable space and the other 5%. If both leases quote the same amount based on rentable square feet, in reality the lease with the 5% unusable square feet is a much better deal.</p> <p>To properly evaluate leases, other jurisdictions require specifying the type of square footage in the lease. The State of Washington requires the use of the Building Owners and Managers Association square foot standards and usable square feet. The State of Oregon uses space standards to arrive at usable square footage needs, and then converts them into rentable square feet.</p>
Lease versus buy analysis	<p>The County should analyze leases carefully to determine if leasing makes economical sense. The cost of the lease could exceed the market value of the property, especially for long-term leases. A lease versus buy decision compares the estimated value of the cost of leasing in today's dollars to the cost of purchasing. Not only does this analysis help determine whether it is economical to lease but also whether a landlord's offer is reasonable. Other factors may also affect the lease-buy decision such as availability of funding to purchase, not wanting to pay building maintenance costs, or preserving flexibility to change location or building size. We reviewed one long-term lease to compare lease costs to the property's market value.</p> <p>We found the County paid more in lease payments than the property's market value with little of the typical leasing advantages such as not being responsible for operating costs. Further, the County will be left with no residual property value after the lease expires and any value from the County-paid tenant improvements will be lost.</p> <p>Leasing was almost \$700,000 or 90% more expensive than the market value as determined by the Division of Assessment and Taxation for the 30-year Sellwood Library lease. The estimated value of lease payments in today's dollars was</p>

about \$1.5 million while the market value of the property was \$811,060 at the time the lease was initiated. In this case, the County tried to purchase the space but the landlord was not interested in selling. According to the lease agreement, the County was responsible for building maintenance as well. FPM did perform a cost comparison between leasing and renovation of the existing library site; however, such analysis was performed after FPM informally agreed on the landlord's offer and was virtually of no use in the actual negotiation. Preference for the leased location and size also influenced this decision.

Sensitivity analysis

A sensitivity analysis assesses lease risks by estimating costs of leases in different scenarios. In most cases, cost estimates rely on certain assumptions that can vary over time. Cost estimates in different scenarios allow decision makers to understand impacts of rent escalations based on the Consumer Price Index (CPI), operating expenditures payments outside of the base rent, tenant improvements, and any other variable factors.

The County's lease analyses were not elaborate enough to assess lease risks. For example, some analyses simply noted that rent escalated by a fixed rate or CPI, not estimating its impact for future years. Further, we found large discrepancies between cost estimates provided to the Board and actual costs. For example, tenant improvement cost estimates for the Northwest and Sellwood Libraries were estimated between \$100,000 and \$300,000 for each library. Actual costs were \$699,000 for the Northwest Library and \$701,000 for the Sellwood Library.

Ability to control costs limited by lease language

Effective lease language can help control costs by addressing the County's unique circumstances as a tenant. Lease language also serves as the basis for monitoring and enforcement. Systematic monitoring ensures that the County is not overcharged for its leased space. Clearly articulated lease language will help to better enforce the lease when necessary.

Some government entities commonly use their own standard lease form. For example, the State of Oregon uses its standard lease form 99% of the time and Washington County, Oregon, uses its own form 100% of the time.

We found that it was the County's customary practice to use landlords' lease forms. Landlords' standard leases are typically written in favor of landlords and do not cover the unique situations that government entities face. While a skilled negotiator or attorney can modify any form so that it contains effective language accepting the landlords' lease form makes it harder to modify language during negotiation and easier to overlook critical negotiation points. Further, once the County occupies leased space, different lease forms from different landlords can increase the time spent on ongoing administrative tasks and make lease enforcement more difficult.

Monitoring not systematic

To ensure that the County is not overcharged, leases should be monitored and significant changes to leases should be approved by the Board of County Commissioners (BOCC). To accomplish this, systems should be in place for:

- Monitoring periodic adjustments
- Auditing operational expenditures
- Tracking expirations
- Approving changes

FPM did not have a system in place to proactively monitor lease adjustments. Lack of sufficient monitoring and verification of adjustments puts the County at risk for overcharges. We found lease costs were generally adjusted at a landlord's request rather than initiated by FPM. Adjustments to the lease can be based on a variety of factors including the CPI, a fixed percentage, or a schedule. Although we found no evidence that landlords' adjustment figures were incorrect, FPM did not appear to verify CPI figures with publicly available data.

Most leases reviewed where the County was responsible for operating expenses lacked clear audit language defining adjustments and did not require the landlord to provide supporting documents. Only two out of 21 cases included some type of audit language as a control to discover overcharges.

We did find one case where FPM staff recently took full advantage of the audit language to discover an overcharge. This lease required the landlord to provide the County with supporting documents for operating expenditure charges. After obtaining the supporting documents, FPM found that it had overpaid \$68,514 during a two-year period and is now in the process of recovering the overcharge. We commend FPM for taking this initiative. This example demonstrates why language should be in place to allow full examination of all leases.

FPM did not have an effective system in place to track lease expirations. Although County Administrative Procedures require FPM to notify departments 90 days prior to the lease's expiration date, we found that frequently landlords or departments notified FPM first. Monitoring lease expirations is an opportunity for the County to update and reconsider departments' space needs, consider other space options, gauge the landlord's performance, and renegotiate more favorable lease terms. One County manager suggested knowing about Departments' space plans for all building leases at least 18 months in advance so that better space options could become a more viable alternative.

We reviewed one lease where the landlord contacted FPM about five months prior to its expiration. FPM notified the landlord of the County's intent to renew the lease for the next two years. The landlord sent a renewal offer but gave only six days to respond. Though the renewal offer included a higher escalation percentage and the landlord had a history of service problems, FPM accepted the offer without trying to renegotiate the lease.

Resolution 99-157 delegates lease approval responsibility to the Chair if the annual rent is under \$100,000. Leases over \$100,000 must be reviewed by the Board of County Commissioners (BOCC). Unfortunately, the resolution does not address material changes that can happen to the lease after the BOCC reviews it or during lease renewals.

In one case, a material change in lease terms occurred after the BOCC's review. The lease had 3,576 square feet when presented to the BOCC. After approval, the actual lease was modified to increase the size of the area leased by 800 square feet, increasing the starting annual rent by \$13,600.

In another case, changes were made when the lease was renewed. We found one lease renewal, which was over \$100,000 in annual rent, that did not go before the Board for approval.

The County did not enforce leases

Lease costs are also controlled through enforcing the terms of lease. This requires clear language defining landlord responsibilities and remedies for non-compliance, and a process to follow when an agreement must be enforced.

We found several instances where better enforcement could have avoided unnecessary costs. The County did not enforce leases after a landlord repeatedly refused or delayed required services. Insufficient FPM involvement or notification decreased the County's ability to ensure performance. Despite these problems, the County renewed these leases without modifying the language to address the landlord's maintenance responsibilities.

In one example, a water pipe burst and caused offices to close for three days. The landlord hesitated to fix the problem and only provided a minimal fix after repeated complaints from the department. Due to the delay in resolving the problem, many employees took additional days off work because of the mildew and wet carpets. The landlord eventually replaced the carpet and dried behind the walls but did not complete paint repairs.

In this case, we found insufficient lease language to address response time and remedies for landlord non-performance to enforce the lease. In part, this was due to the County's agreeing to use the landlord's standard lease language. In fourteen out of 21 leases we sampled, remedies for a landlord's non-performance were not defined.

Any maintenance concern for County-owned or leased buildings should be directly referred to FPM Dispatch. FPM would then be responsible for documenting maintenance issues and be better positioned to properly enforce the lease. Also, landlords' reputations and the past record with the County should be considered prior to negotiating and signing leases.

County not approaching landlord responsibilities consistently

Recently, leasing of County-owned property has grown significantly. From FY99 to FY04 square footage of County-owned leased property increased 49% and revenues will almost double. Processes to administer these leases have not functioned well in the past and will need to be improved to keep pace with this growth.

Properly initiating and maintaining leases as a landlord involves a myriad of activities that can only be accomplished in a well-functioning system. There was no guidance for departments because County-wide policy and procedures were inadequate. Although there were some written procedures for cases where the County is a tenant, there were no written procedures to address situations

where the County is a landlord. This results in an environment where departments can make leasing decisions without full regard to County-wide objectives or sufficient levels of accountability.

Specialized expertise is needed to guide the leasing process. Other jurisdictions generally had a centralized function managing the lease process. We found procedures in other jurisdictions that spelled out clear roles and responsibilities for leasing its owned property and policy that described overarching objectives. Other jurisdictions also had clearly stated objectives about leasing their property.

Formalizing leasing objectives and procedures is particularly important in cases where turnover has occurred. During the audit, all staff dealing with leases were new and had little guidance.

In the past, FPM became involved at the beginning, middle or end of the process depending upon the department. Sometimes negotiations with a prospective tenant were completed by the department and FPM would simply be responsible for preparing a lease document.

In one case, a department representative entered into a verbal agreement with a prospective tenant to occupy County space in two different buildings. The County proceeded to make tenant improvements to the space. The prospective tenant then backed out of the agreement leaving the County with no recourse. The space in one of the buildings went vacant for over two years costing the County \$55,000 to refit the property for the new tenant and an estimated \$76,000 in forgone rent.

In other cases tenants have been occupying County-owned space without a signed lease in place. FPM should not only be involved from the very beginning of the lease process, but there should be a signed lease agreement in place for every lease before any tenant improvements are made and before the tenant moves into the space.

Additionally, we found there was insufficient documentation to describe how lease decisions had been made and to capture basic information about the leases. Sometimes all the lease file contained was a copy of the lease. Documentation was poor at the department level, too. To compound the problem further, there was significant turnover in departments, so even a history of unwritten lease details was largely lost.

Although FPM was beginning to develop better leasing practices and had made progress towards practicing centralized control over leases during the audit, it had still not begun to formalize Countywide leasing procedures.

FPM did not have a record of all leases of County-owned property

We could not verify whether all leases of County-owned property had been accounted for. We toured several County facilities and found tenants occupying County space in four different buildings that did not have a signed, enforceable lease agreement on file.

We found five leases in the East County Building that had not been billed for over two years. All five tenants went without a lease for almost two years. Two of the tenants still did not have signed leases in place by December 2003. As of June 30, 2003 the County had not collected approximately \$50,000 from these unbilled leases that it is now in the process of collecting. For one tenant, about \$8,000 was written off. There is a significant risk that other tenants could not repay once they got behind in their rent.

It is possible FPM had some knowledge of these leases. For example, property managers were most likely aware that there was a new tenant in the building. During the audit, FPM was involved in preparing or starting to prepare a lease document for at least two of the five tenants in the East County Building. But, we found that FPM did not have adequate internal procedures detailing tasks, roles and responsibilities to properly carry out lease administration.

While strong internal procedures are needed to ensure tenants are billed, they are also needed to ensure that tenants are billed for the proper amount. Some leases require rent adjustments during the term of the lease. The Fiscal Section in FPM should receive updates on any changes to the lease. We found two leases that had not been billed for the correct amount because lease adjustments were not made. At the end of FY03, two tenants owed the County a total of about \$2,500 because of improper billing. The errors were eventually caught by FPM and they are in the process of collecting the unpaid rent.

Rent payments have frequently been late or not collected

To administer leasing of County property in a business-like manner, there should be the expectation that tenants pay rent on time. We found that about a third of the tenants leasing from the County were delinquent for FY02-03 payments one month after the fiscal year ended. These outstanding payments represent about 9% of total rent due for the fiscal year.

Some of the delinquent and late paying tenants are nonprofit organizations and others are for-profit businesses. Many of the nonprofit tenants work with CHS. The County appears reluctant to enforce payment agreements with some nonprofit tenants. FPM and CHS have recently agreed on how to deal with delinquent payments from nonprofit tenants. For businesses that do not pay their rent on time, FPM has chosen in the past not to aggressively pursue timely payment.

Amounts owed have been written off in the past. During FY02-03 one tenant paid only 3 of 12 payments during the year. We were told by FPM staff that in the past one business terminated a lease owing over \$10,000. Even excluding five tenants that did not pay for over two years, the average time for lateness of payment was about two months. Although some leases allow assessment of a finance charge for late payment, the County has never charged it.

FPM has not verified that tenants carry appropriate levels of insurance

County leases require tenants of County-owned property to carry liability, property damage, and personal injury coverage to protect the County and the tenant. Typically, coverage limits are not less than one million per occurrence for bodily or personal injury or property damage.

Businesses in
County-owned space
do not always pay
taxes

Insurance coverage of the tenant should be monitored by FPM. When the lease is signed, proper evidence of insurance should be provided. In addition, evidence of insurance certificates should be verified over the term of the lease. Most lease files did not have any evidence that proper insurance was in force—either at the inception of the lease or afterwards.

According to Risk Management, the Contracts Unit uses a system where the insurance provider automatically mails the Unit certificates when a contractor renews their insurance. To minimize administrative costs, the same type of system could be set up for leases.

No process was in place to ensure that businesses leasing from the County paid property taxes. We found three businesses out of seven that had leased property from the County during FY02-03 that were not on the County's tax rolls and had not paid property taxes. The County is missing an opportunity to increase revenues by ensuring that business tenants of County-owned space are paying property taxes.

Depending upon how the lease is written, property taxes may be included in the rent or may not. In cases where taxes are included in the rent, the County Assessment and Taxation Division should send the tax bill to FPM. Where the property taxes are not included in the rent, Assessment and Taxation should send the bill to the tenant.

FPM did not send lease information to Assessment and Taxation to place business tenants on the tax rolls. FPM should provide Assessment and Taxation a copy of the lease at initiation and an updated report of existing leases each year.

Leases of County-
owned property
have not been
renewed on time

FPM should have a system in place to monitor the lease's term and provide timely notice of renewal to the tenant. Also, leases of County-owned property should be reevaluated at the time of renewal. We found 14 out of the 40 leases of County property on file were on holdover status during FY02-03. Holdover status effectively puts the lease on a month-to-month basis and keeps all existing provisions of the lease, including the rent charged, in place. Seven of the 14 leases had been on holdover status for over two years. One lease had been on holdover status for 20 years.

Leases on holdover status accounted for approximately 8% of FY03-04 budgeted revenue. Although some of the leases on holdover status are rent-free, for those that are not, the County is missing an opportunity to increase revenues. Further, when leases are not renewed on time, there is a risk that the rent will not be adjusted to cover increased costs. We were unable to determine why so many leases were on holdover status.

County has not
evaluated total
rent subsidies
to tenants

The County has chosen to lease some of its properties below market rates and below cost. Some tenants are not charged rent while others are charged amounts below the cost of the property to the County. In some cases, tenants are subsidized because they are providing services with other County programs. The benefits received from co-locating nonprofit service providers with County programs may exceed the lost rental income.

Using FPM FY03-04 budget information, the estimated total amount charged below cost for all *known* tenants of County-owned property is \$626,000 per year. This is more than total revenues of \$553,000 collected from tenants in FY02-03. Nonprofit tenants currently in the East County Building account for about 54% of the amount charged below cost. The estimated amount charged below cost for business tenants is approximately \$34,000 per year.

This estimated \$626,000 subsidy represents a real cost to the County. The building costs not allocated to the subsidized tenants will have to be paid by the other programs in those buildings. Not only does this practice put the funding decisions outside the budget process, but also may put some federal programs at risk if the County charges over cost for space for some types of grant funds.

With the growth in leasing of County-owned property, the amount of rental subsidies has substantially increased. The long-term impact of these costs is significant and has not been comprehensively evaluated. Subsidizing tenants is a complex issue that requires more guidance and justification than has occurred in the past.

Instead of using costs, the amount subsidized is best calculated comparing the rent charged to the market rate. Information was not available in FPM's lease files to document market rates. Because the costs of the East County Building are greater than the market rate, the aggregate amount subsidized using a market rate is likely less than the aggregate amount charged below costs.

On a lease by lease basis, the market rate may be greater than the cost or the inverse may be true. The County should know and use both the cost and market rates when leasing its property. In one long standing lease to a for-profit business, the annual rent charged was \$19,000 below the cost, and \$28,300 below an estimated market rate.

While subsidizing for-profit businesses does not appear to be an appropriate use of County property, most of the subsidies are to nonprofit organizations providing services for the County. There may be legitimate reasons for subsidizing tenants, but we could not make that determination based on the available documentation or interviews with personnel.

County lacks policy to address subsidizing tenants of County-owned property

The need for an overall policy on leasing County-owned space was reported in a previous audit by our Office in 1993 but that policy was not developed. The need for such policy is even greater today. We looked at other jurisdictions for guidance in this area and found that a policy should be in place to address:

- The market rate and the cost to the County on a lease by lease basis and in the aggregate.
- A comparison of costs to the benefits of subsidizing tenants.
- Below cost subsidies should be calculated and clearly documented through the County's budget process
- Additional services provided by tenants in lieu of rent. Such services should be clearly defined and monitored.

- Equity among tenants. The policy should address why some tenants receive subsidies or different levels of subsidies than other tenants. Because subsidies can be directly tied to contracted services, including the amount of subsidized rent in Requests for Proposals should be considered.
- Mission alignment of the County with the tenant.
- Long-term encumbrances on County property. This issue was brought up in a prior audit and not addressed.
- Continuation of the lease. While Board approval is required for leases of County-owned property, an adequate analysis should be provided and continued leasing (renewal) should be approved by the Board, as well.

County space policy

County financial policy states that "it is the policy of the Board to purchase or lease/purchase facilities, instead of renting, when the programs or agencies being housed in the facility are performing essential government functions."

An overdependence on leases was recognized in the 1995 Strategic Space Plan. The plan stated that "for larger, relatively stable County programs, leasing space is a costly approach with no residual value to the County." The report stated that leasing space is a good alternative for programs modest in size that need to be geographically located, for programs with temporary funding, and for programs which tend to dramatically change in size over time. In 1995, leased space made up 12% of the total property portfolio. In August 1995, the County approved Resolution 95-174 adopting the 1995 Strategic Plan.

The 1998 strategic plan updated information and made recommendations regarding the County's space needs based on changes since the 1995 plan. One of the plan's recommendations reiterated the 1995 plan's leasing goal, stating that long-term County programs should be located in owned, not leased property. In 1998, leased space increased to 12.7% of the total property portfolio.

Another goal of the 1998 plan was to pursue public partnerships when feasible to address facility requirements. Shared occupancy of existing public facilities could address space needs of the County, other jurisdictions, and nonprofit organizations. The 1998 plan recommended that the County aggressively pursue co-location opportunities with other public partners including cities, school districts, and nonprofits. The 1998 plan also promoted Metro's 2040 plan by supporting mixed used developments.

Competing objectives impact space policy

Though there is a policy to reduce leased space for long-term programs, both County-owned and leased property has increased. Whether deliberate or not, space decisions based on forming partnerships with other jurisdictions, co-location, or mixed-use objectives have taken priority over ensuring that long-term programs are housed in owned space. In some cases, the County made the decision to locate long-term programs in leased space when it was more cost-effective to purchase.

We researched the changes in both leased and owned property from January 1999 through October 2003 and found that although there were substantial increases in the amount of owned property, the amount of leased space also increased. We were conservative in our analysis and included the Blanchard Building in the owned space category despite the fact it is administered as a lease.

Changes in owned versus
leased space 1999 to 2003

Exhibit 7

	Owned Square Feet	Leased Square Feet	Total Square Feet
As of 1/99	2,376,079	346,406	2,722,485
Increases	450,096	112,350	562,466
Decreases	105,814	104,458	210,272
As of 10/03	2,720,361	354,298	3,074,659
Net Increase	344,282	7,892	352,174
Growth rate	14.5%	2.3%	

Source: Auditor's Office

Excluding the new Wapato Jail and Hillsdale Library, the County has added 450,096 square feet in owned property. Newly purchased or constructed buildings include the Multnomah Building, East County Building, Gateway Children's Center, North Health Clinic, and new Hollywood Library.

Some of the increase in leased space can be attributed to the conversion of owned space at the Ford Building to leased space. Other significant increases in leased property include additions to the Commonwealth Building, Aging Services West at the YWCA, La Clinica de la Salud, and the new Sellwood Library.

Reductions in owned property were the result of selling the Ford Building, and the Sellwood and Hollywood libraries. About 38% of the lease reductions occurred from January 2003 to October 2003. In addition, an increasing amount of County-owned space was being leased instead of used to house County programs. Over the last four years, the County has almost doubled leasing of its own space. These increases have been largely driven by leasing space at the Gateway Children's Center and the East County Building.

The County occupied part of the Ford Building as leased space although some occupants went to the Multnomah Building. During the development of the 1998 strategic plan, a feasibility study was conducted regarding future use of the Ford Building. At that time the recommendation was made to upgrade the building for office use. The 1995 plan recommended retaining the Ford Building for storage purposes.

Plans changed in early 2000 when the County decided to enter into a 99-year lease for 46,300 sq. ft. from PPS at the Blanchard Building in an effort to provide financial support to Portland Public Schools. The Ford Building was subsequently sold with about 57,400 sq. ft. leased back to the County because occupants such

Competing objectives increased costs

as Central Stores and Archives had not yet moved into other space—Central Stores has since moved into leased space and County Archives into owned space.

We found that the County has had a tendency to pay high rent to lease space and charge low rent for County-owned property in order to support co-location or partnership objectives. Yet, the County has not comprehensively examined the long-term costs of pursuing these objectives to the benefits.

Within the last four years, the County has also entered into expensive leases with the YWCA, La Clinica de la Salud/La Clara Vista Family Resource Center, the Sellwood Library and the Northwest Library. Exhibit 8 below summarizes these leases.

Leases with highest costs per Square Foot in FY03

Exhibit 8

Building	Actual Lease Costs per square foot	Tenant Improvements paid by County	Type of Space
NW Library	\$28.99	\$699,000	Library
Sellwood Library	\$22.71	\$701,000	Library
La Clinica de la Salud*	\$21.58	\$10,000	Clinic
YWCA	\$19.25	\$80,000	General Office and Common Area
La Clara Vista*	\$17.41		General Office

* Leases in the same building
Source: Auditor's Office

The County leased space from the YWCA to co-locate services with Aging and Disability Services. Entering into this 12,132 square foot lease created a senior center in the downtown area.

With the La Clinica de la Salud/La Clara Vista Family Resource Center lease, the County provided the nonprofit landlord with grants and loans to build a mixed-use, low-income housing complex. Departments subsequently committed to move into 7,632 square feet of the building and informally negotiated with the landlord prior to FPM's involvement.

The County entered into a 30-year lease for the Sellwood Library in 2000. The County attempted to purchase the space but the owner did not wish to sell. Other alternatives were not pursued and the County paid an expensive premium for this mixed-use building. Our analysis shows that it was much more expensive to lease the building than to purchase comparable space. Additionally, the County paid \$701,000 for tenant improvements.

With the Northwest Library, co-location, partnership or mixed-use objectives are not a factor—a decision was made to locate this long-term program in leased

space. In addition to paying \$699,000 for tenant improvements for this 10-year lease, the County pays \$28.99 per square foot.

While each of these leases met a specific County objective, the cost of meeting that objective might not have been analyzed relative to the benefit. In a report to the Board of County Commissioners in March 2004, FPM compared industry average cost per square foot guidelines from the Building Owners and Managers Association (\$17.59) to a County cost per square foot of \$12.50. The five leases above are significantly higher than the County average and in most cases the BOMA standard.

Recommendations

1. To improve the overall lease process,
 - A. The County should approve a policy designating the lead responsibility for negotiating leases and outlining roles and responsibilities of others involved in the process.
 - B. FPM should update current leasing procedures for the County as a tenant and develop new procedures for leasing County-owned property.
2. Procedures outlining lease initiation for those situations where the County is a tenant should include:
 - A. Department communication of space needs to FPM including a determination that funding is available for space requests and outlining the cost of any rent subsidies.
 - B. Use of a County standard lease form .
 - C. Recommended lease language to avoid complex administration and control costs if the County lease form is not used.
 - D. Analysis and comparison of lease offers in a comprehensive manner.
3. To properly maintain leases,
 - A. FPM should develop a process to enforce leases.
 - B. FPM should develop procedures to systematically monitor payments and collect rent.
 - C. FPM should verify insurance coverage by non-County tenants leasing County properties and set up a system to monitor continued coverage.
 - D. FPM should notify the Division of Assessment and Taxation to ensure that property taxes are billed and paid.
4. To properly renew or terminate leases when the County is either a tenant or a landlord,
 - A. Any material changes made to the lease after the Board's review should be referred back to the Board.
 - B. FPM should develop a system to monitor expirations.

5. To ensure that rent subsidies to non-profit organizations are consistently applied, the County should:
 - A. Establish criteria for subsidizing tenants, including the following factors:
 - Mission alignment of the County with the service providers.
 - The County's financial ability in short and long terms.
 - Equity among service providers.
 - Costs versus benefits to subsidize the organizations.
 - B. Periodically evaluate subsidies in aggregate and on a lease-by-lease basis in light of both market rates and costs.
6. To avoid virtual subsidies to businesses having no public purpose, FPM should renew leases and update rates to the market rates in a timely manner.
7. To promote an efficient and best use of facilities, the County should:
 - A. Set priorities among different policies and the resulting use of owned or leased space.
 - B. Clarify under what conditions leasing can be allowed.

Responses to the Audit



Diane M. Linn, Multnomah County Chair

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May 17, 2004

Ms. Suzanne Flynn, Auditor
Multnomah County
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Portland, OR 97214

Dear Ms. Flynn,

Thank you and your staff for your audit on Building Leases. The executive summary of improvements needed and suggested recommendations will help strengthen the County's leasing program overall – which improves an important business function that the County had been historically weak at performing.

When I became Chair in June of 2001 I soon recognized that improvements were needed in our Facilities Management function, and hired Doug Butler as Director in January of 2002 to address these needs. Since that time Doug has enacted better business accountability and many process improvements, which made an impact noted in your audit. I believe with the recent reorganization of the leasing function and through the recruitment of qualified professionals that will use your audit recommendations as guidance, the County will have an exemplary program in place during this next year.

In these times of budget challenges, managing our County Assets has never been more important. Your crucial point of planning well in advance of lease renewals and terminations will provide the County with much better options on how facilities dollars are spent. Also the management review and planning of owning vs. leasing space is of paramount importance to the efficient use of tax dollars in our future.

Thank you again for your timely analysis and excellent recommendations to continue the improvement of our Building Leasing business function.

Sincerely,

Diane M. Linn, Chair
Multnomah County

c: Doug Butler, Facilities Manager



MULTNOMAH COUNTY OREGON

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
FACILITIES AND PROPERTY MANAGEMENT DIVISION
401 N DIXON ST
PORTLAND, OREGON 97227
(503) 988-3322

BOARD OF COUNTY COMMISSIONERS
DIANE LINN
MARIA ROJO DE STEFFEY
SERENA CRUZ
LISA NAITO
LONNIE ROBERTS

- CHAIR OF THE BOARD
- DISTRICT 1 COMMISSIONER
- DISTRICT 2 COMMISSIONER
- DISTRICT 3 COMMISSIONER
- DISTRICT 4 COMMISSIONER

May 17, 2004

Suzanne Flynn
Multnomah County Auditor
Multnomah County Auditor's Office
501 S.E Hawthorne, Room 601
Portland, OR 97214

Subject: Facilities Division Response to Building Lease Management Audit

Dear Suzanne:

Thank you for your thoughtful and insightful analysis of the County's lease management. As the lead agency within the County for this work, the Facilities and Property Management Division (FPM) appreciates your efforts to improve performance.

We are in total agreement with all of the recommendations in the report. We particularly appreciate your specificity in outlining these recommendations. We intend to use your guidance as a roadmap for our continuing improvement initiative in this area and your detailed approach will be particularly helpful in that process. There have clearly been substantial weaknesses in the County's planning, management, and execution of leases. We have made improvements in this area a major priority during the past year and, as noted in your audit, have made significant progress. With the assistance of your audit, we intend to continue making improvements in this area and aim to achieve the standards suggested by the audit by the end of FY 2005.

We found it difficult to assess the relevance or application of many of the specific findings since we were unable to determine which leases were included in the samples. Without this information it is difficult to determine whether they are historic or current, whether the findings were universal or focused on specific leases or types of leases, whether there were extenuating or unique circumstances, etc. We do not believe this reduces the reliability or accuracy of the recommendations; it simply makes it more challenging to understand the context for findings and to apply the recommendations. We hope your staff will be available for further consultation to help us more fully understand the basis for individual findings.

Several items seem worthy of note to help provide a context for the findings of your report. They are offered not to refute any of the findings but rather to offer an additional perspective:

1- The Chair's Office and I agreed when I was hired about two years ago, that lease management was an area in need of substantial improvement. We have been hampered by major budget and FTE cuts and, more recently, the loss of both of the staff dedicated to this work. We have backfilled with other (less experienced) staff in the interim and have made significant gains in many of the areas noted in the audit. There is still significant work to do but it is worth noting what has been accomplished to date:

- Completed the shift of maintenance/operations responsibility from Depts. to FPM
- Completed the shift of lease research, negotiation, and documentation to FPM
- Transferred the remaining collections/payments duties from Depts. to FPM
- Completed a reorganization to allocate additional staff/expertise to lease mgmt.
- Began development of plans, policies, and procedures to guide this work
- Lease Processing Workflow Documented
- Real Property Routing Approval Form Developed
- Lease Approval Resolution Template Developed
- Request for Space Change Form Initiated
- Developed Prioritized Work Plan Action Item List
- Created Electronic Lease Data master file for tracking all leases
- Created a Lease Matrix for Dispatch to summarize tenant-landlord duties
- Pre-Negotiation Memo developed & implemented to capture all major deal terms
- Implemented File Checklists and file standards
- Request for Lease Termination Form implemented
- Standard Lease Templates developed
- Improved "Tax Exempt" and "Termination" Clause developed
- Permits/Short-Term Lease Template developed
- Lease Payment Processing Workflow procedure developed
- Lease Termination Operations Checklist developed
- Developed Master Lease Payment List to aid accurate & timely payments/collections
- Electronic Tax Payment Spreadsheet developed to facilitate tracking
- Tax Exempt Form Letter instituted for landlords/tenants
- Overall improvements in lease documents and file documentation

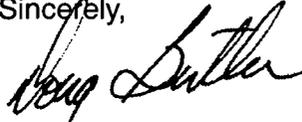
- 2- The determination of whether and when to lease space is more complex than a simple cost benefit analysis. The audit notes that leasing space is a more costly approach for larger, more stable programs. In addition to the direct financial comparison, it is important to note that a number of current factors encourage the consideration of leasing. These include:
 - a. Uncertain program funding and requirements
 - b. Major projected Countywide shortfalls
 - c. Severely limited capital funds
 - d. The potential need for interim space as the County repositions/consolidates its space

- 3- The audit notes to difficulties of managing leases with non-profit organizations and encourages a strong, business-like management approach. We certainly agree on both counts and offer several additional perspectives to bring these recommendations into context:
 - a. Non-profit organizations are receiving the benefit of discounted rates because a program sees them as an integral part of their service delivery plan; these arrangements are not being made simply to support a worthy charitable purpose.
 - b. Facilities has been working over the past two years to eliminate any direct subsidy of lease rates. If space is to be leased at a discounted rate, a County Department must agree to pay the standard rates and therefore absorb the burden of the discount.
 - c. Facilities has substantially improved its monitoring and collection systems for all leases and current collection rates show significant improvement. Because of the nature of the affected non-profits and their role in delivering needed services, collection methods are predictably gentler than a typical for-profit business. We don't believe this approach will result in poor payment practices.

- 4- The County currently has 110 leases – 55 to others and 55 from others – of which 15 are out of date. We are in full agreement that this is a problem and have been focusing a major effort on getting all leases current. We have designated large/higher risk leases as our highest priority and those that remain are generally smaller and often have extenuating/complicating circumstances. Of the 55 leases where County space is leasing from others, 4 are out of date. All 4 of these out-of-date agreements are in negotiations and are for small, low-cost arrangements primarily with other governments and non-profits. The remaining 11 out-of-date leases regard the lease of space to others. All but one of these leases are in active negotiation and should be ready for Board approval by the end of June. (NOTE: The one lease that will remain is the lease of the Hooper Detox Center Building to the Central City Concern. This is a long-standing arrangement of more than 20 years and FPM will work to put a valid lease in place in the next several months.)

In conclusion, we fully endorse the recommendations of the audit and feel we have a good start down the right path to see them implemented. We thank you and your staff for your thoughtful consideration of our input and your assistance in making our efforts more effective. We would particularly like to thank your staff, Craig Hunt and Rie Anderson, for their hard work and consideration on this project.

Sincerely,



Doug Butler
Director
Facilities and Property Management Division
Department of Business and Community Services
Multnomah County, Oregon

AGENDA PLACEMENT REQUEST

BUD MOD #: 04_MCSO_07

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 05.27.04
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: May 27, 2004
Agenda Item #: R-2
Est. Start Time: 9:45 AM
Date Submitted: 05/17/04

Requested Date: May 27, 2004

Time Requested: 5 mins

Department: Sheriff's Office

Division: Law Enforcement

Contact/s: Angela Burdine, Budget Manager

Phone: 503 988-4455

Ext.: 84455

I/O Address: 503/350

Presenters: Sergeant Dave Hadley

Agenda Title: Budget Modification 04_MCSO_07 Appropriating \$536,836 Transportation Security Administration Security Grant for the Purchase of Two River Patrol Boats and Two Boat Houses

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**
The Sheriff's Office is requesting approval of Budget Modification 04_MCSO_07 to appropriate \$536,836 awarded thru a grant from the Transportation Security Administration, Security Grant Program to the Sheriff's Office to assist in the purchase of two patrol boats and two boat houses.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**
According to the Portland Office of the US Coast Guard, hazardous materials some of which are carried exclusively by ship are continually moving through the port area. The grant was awarded to support enhancement of maritime security around these critical spans, which in turn supports security for the entire port area.

The Sheriff was awarded a total of \$675,000 from the Transportation Security Administration in July 2003 to purchase all-weather patrol boats. These boats increase

MCSO's fleet and allow year-round escort and assistance to river barges and commercial vessels.

The grant funds span both FY 2004 and FY 2005 as follows:

- FY 2004 – \$536,836
- FY 2005 – \$138,164

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

This will increase the Enforcement Division's revenue by \$536,836 in the Federal/State Fund. The Grant does not cover the Central Indirect for administration of the funds.

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** This is a grant increasing the Federal/State revenue by \$536,836 in FY 2004.
 - ❖ **What budgets are increased/decreased?** The Enforcement Division will increase their Federal/State budget by \$536,836.
 - ❖ **What do the changes accomplish?** The budgetary changes recognize the grant amount of \$536,836 awarded by the Transportation Security Administration, Security Grant Program.
- Do any personnel actions result from this budget modification? Explain.** No
- ❖ **Is the revenue one-time-only in nature?** Yes and is used to for one time only capital purchases.
 - ❖ **If a grant, what period does the grant cover?** Fiscal Years 2004 and 2005.
 - ❖ **When the grant expires, what are funding plans?** This grant is not being used to support ongoing operations.

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
None at this time.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:



Department/Agency Director:

Date: 05/17/04

Budget Analyst

By: 

Date: 05/17/04

Dept/Countywide HR

By: _____

Date:

**BUDGET MODIFICATION
EXPENDITURES & REVENUES**

04_MCSO_07

Budget Fiscal Year: 03/04

This bud mod reduces revenue to PUC contract & adds Work Zone Enforcement contract

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	60-50	26550			SOENF.BOAT	50170	0	(536,836.00)	(536,836.00)		IG-OP-Charges for Srvc
2	60-50	26550			SOENF.BOAT	60550	0	536,836.00	536,836.00		Capital
3							0	0.00			
4							0	0.00			
5							0	0.00			
6							0	0			
7							0	0			
8							0	0			
							0	0			
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15							0	0			
16							0	0			
17							0	0			
18							0	0			
19							0	0			
20							0	0			
21							0	0.00			
									0	0	Total - Page 1
									0	0	GRAND TOTAL

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: May 27, 2004

Agenda Item #: R-3

Est. Start Time: 9:50 AM

Date Submitted: May 3, 2004

Requested Date: May 27, 2004

Time Requested: 5 minutes

Department: Business & Community Services

Division: Finance Budget & Tax

Contact/s: Bob Thomas

Phone: 503 988-4283

Ext.: 84283

I/O Address: 503/4/Bob Thomas

Presenters: Bob Thomas or Dave Boyer

Agenda Title: Approval of a Resolution Authorizing Election to Receive O&C Land Related Safety-Net Payments Under P.L. 106-393

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

Approve a Resolution that designates the method of disbursement for O&C Land Safety-Net payments.

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

Since 1908, all counties in Oregon have received payments from the US government from revenue generated by the sale of timber on federal forest lands. Since 1937, approximately half the counties in Oregon have also received payments from the US government from timber sales on lands formerly owned by the Oregon & California (O&C) railroad.

The "Forest Reserve" revenue was dedicated to roads and public schools. The O&C revenue has traditionally been used in support of programs budgeted in the General Fund. These are not new funds or revenue sources available to the County. Prior to FY 2002 these funds were received in two pots, one pot was dedicated to County Schools and the County Road Fund and the other portion was unrestricted General

Fund resources. Under the new federal legislation, PL 106-393, Forest Service money flowing to County Schools and the Road Fund has not changed and we are accounting for these resources funds in special revenue funds as required. In fiscal year 2002 the federal government placed restrictions on a portion of the unrestricted funds. The funds are basically categorized as follows:

Title I - Payments restricted to Road Fund, School Fund and unrestricted General Fund resources. (These resources are being treated the same as in the past)

Title II - Title II projects are selected by the Regional Advisory Committee (RAC) set up for this region of the state. Title II projects go through a long review process and are voted on by the RAC. Qualifying Title II Projects on Federal Lands are:

- Projects recommended by Resource Advisory Committees (RACs) must be within the RAC boundary.
- Environmental studies/federal laws followed-- ordered by Secretary.
- Project funds may be used by the Secretary for the purpose of making additional investments in, and creating additional employment opportunities through, projects that improve the maintenance of existing infrastructure, implementing stewardship objectives that enhance forest ecosystems, and restoring and improving land health and water quality. Projects shall enjoy broad-based support with objectives that may include, but are not limited to-
 - Road, trail, and infrastructure maintenance or obliteration;
 - Soil productivity improvement;
 - Improvements in forest ecosystem health;
 - Watershed restoration and maintenance;
 - Restoration, maintenance and improvement of wild-life and fish habitat;
 - Control of noxious and exotic weeds; and
 - Reestablishment of native species.
- 50% of project funds must be for:
 - road maintenance/obliteration or
 - watershed improvement/restoration

Title III - The moneys are not dedicated to individual departments but are County resources to be used for the following:

- **Search, rescue, and emergency services.** -- An eligible county or applicable sheriff's department may use these funds as reimbursement for search and rescue and other emergency services, including fire fighting, performed on Federal lands and paid for by the county.
- **Community service work camps.** -- An eligible county may use these funds as reimbursement for all or part of the costs incurred by the county to pay the salaries and benefits of county employees who supervise adults or juveniles performing mandatory community service on Federal lands.
- **Easement purchases.** -- An eligible county may use these funds to acquire --
 1. easements, on a willing seller basis, to provide for non-motorized access to public lands for hunting, fishing, and other recreational purposes;

2. conservation easements; or
 3. both.
- **Forest related educational opportunities.** -- A county may use these funds to establish and conduct forest-related after school programs.
 - **Fire prevention and county planning.** -- A county may use these funds for --
 1. efforts to educate homeowners in fire-sensitive ecosystems about the consequences of wildfires and techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires; and
 2. planning efforts to reduce or mitigate the impact of development on adjacent Federal lands and to increase the protection of people and property from wildfires.
 - **Community forestry.** -- A county may use these funds towards non-Federal cost-share requirements of section 9 of the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2105).

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

The County must first decide what percentage (between 80% and 85%) of its Safety-Net payment will be Title I payment. For the O&C Resolution, we are recommending that 85% be disbursed to Title I payment. This is estimated to be \$1,027,000 for federal fiscal year 2004. Title I for O&C funds has no obligation as to its use.

The remaining funds for the Resolution are to be used either for Title II or Title III projects. We are recommending the Board allocate \$32,000 of the non-Title I payment to Title II for this Resolution. Last year this value was \$5,000. We are recommending that the remaining funds be disbursed as Title III payment for this Resolution. For O&C funds, this amount is estimated to be \$149,000 for fiscal year 2004, which should cover County Title III eligible project costs. We are recommending less for Title III this year because County expenditures that are eligible for this funding are being reduced in the Proposed FY 2005 budget (Forest Project).

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**

- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.

The annual resolutions are required by the Federal government for counties to participate in the Safety-Net program.

There are no controversial issues regarding the two elections that these resolutions address. It is believed by some that this is new money for the County. It is not new funds; the federal government has put restrictions on a portion of them. A decision will have to be made annually on how to expend the Title III funds.

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

Citizens will have the opportunity to provide written comments on the Multnomah County projects that will qualify under Title III. A 45-day comment period is required by the legislation and began when the list was advertised in the Oregon Daily Journal of Commerce on April 14th.

Each County with National Forest and/or O&C lands is required to make these elections prior to sending their decision on to the Federal government. Multnomah County has participated with Association of Oregon Counties (AOC) in developing the processes and resolutions.

Required Signatures:

Department/Agency Director:



Date: 04/26/04

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BOGSTAD Deborah L

From: DUFFY Sandra N
Sent: Monday, May 03, 2004 8:57 AM
To: BOGSTAD Deborah L
Subject: FW: Forest Safety Net Resolutions

Here are the computer versions of the Resolutions and Agenda Placement Requests from Bob Thomas.

Sandy

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

From: THOMAS Bob C
Sent: Monday, April 26, 2004 2:57 PM
To: DUFFY Sandra N
Cc: SULLIVAN Theresa A
Subject: Forest Safety Net Resolutions

Sandy:

I am hoping to have the Board consider the attached 2 Resolutions on May 27th. These are the annual resolutions to elect how Multnomah County will receive its federal forest safety net payments for federal fiscal year 2004. I will drop off the signed Agenda Placement Request and Resolutions for your approval (if you approve).

These are identical to those approved by the Board last May, except for the following changes:

O&C Lands Resolution: Title II payment (to Resource Advisory Committee – not Multnomah County) will be \$32,000, not \$5,000 as current year. Title III payment to County reduced by the increase to Title II.

USFS Resolution: Title I payment (3/4 to Roads, 1/4 to County School Fund) will be at 85% (instead of 80% this year). Title II payment (to RAC) will be \$32,000, not \$5,000 as present. Title III payment to County reduced by the increase to Title II.

These changes are being made because of reductions in the proposed budget for the DCJ Forest Project which qualified for some Title III dollars. In order to avoid not covering our Title III revenue with qualifying County project expenditures, we are reducing Title III and shipping the balance to Title II. In the case of the USFS Resolution, we were able to increase the payment to the Road Fund as well as decreasing Title III.

The Agenda Placement forms provide a little more background into the legislation in case you need a primer. Please let me know if you have any questions. (I will be on vacation this Friday for one day.)

5/3/2004

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Election to Receive **O&C Land** Related Safety-Net Payments Under P.L. 106-393

The Multnomah County Board of Commissioners Finds:

- a. Congress enacted in 1937 and subsequently amended a law that requires that 75 percent of the revenues derived from revested Oregon and California Railroad grant lands ("O&C Lands") be paid to counties in which the lands are situated, of which 50 percent has been available for use as general county funds.
- b. The sharing of revenues from the O&C Lands is, in part, a recognition that these lands are not subject to local taxation, and also that counties provide services that directly benefit the lands and the people who use the lands.
- c. The principal source of revenues from O&C Lands is from the sale and removal of timber, and which has been sharply curtailed in recent years.
- d. The volume of timber sold annually from O&C Lands has declined precipitously, with a corresponding precipitous decline in revenues shared with counties.
- e. The United States Congress recognized a need to stabilize communities through predictable payments to the affected counties, job creation in those counties, and other opportunities associated with restoration, maintenance and stewardship of federal lands, and to achieve those goals enacted P.L. 106-393 in 2000.
- f. P.L. 106-393 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the guaranteed minimum payments in projects or activities on federal lands, or in county projects or activities.
- g. Title I, Section 103 of P.L. 106-393 gives each eligible county the right to elect to receive either its traditional share of revenues from the O&C Lands, or instead to receive the guaranteed minimum amount, also known as the "full payment amount."
- h. The election to receive either the full payment amount, or instead, the traditional share of revenues, must be communicated to the Secretary of the United States Department of the Interior.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-070

Authorizing Election to Receive **O&C Land** Related Safety-Net Payments Under P.L. 106-393

The Multnomah County Board of Commissioners Finds:

- a. Congress enacted in 1937 and subsequently amended a law that requires that 75 percent of the revenues derived from revested Oregon and California Railroad grant lands ("O&C Lands") be paid to counties in which the lands are situated, of which 50 percent has been available for use as general county funds.
- b. The sharing of revenues from the O&C Lands is, in part, a recognition that these lands are not subject to local taxation, and also that counties provide services that directly benefit the lands and the people who use the lands.
- c. The principal source of revenues from O&C Lands is from the sale and removal of timber, and which has been sharply curtailed in recent years.
- d. The volume of timber sold annually from O&C Lands has declined precipitously, with a corresponding precipitous decline in revenues shared with counties.
- e. The United States Congress recognized a need to stabilize communities through predictable payments to the affected counties, job creation in those counties, and other opportunities associated with restoration, maintenance and stewardship of federal lands, and to achieve those goals enacted P.L. 106-393 in 2000.
- f. P.L. 106-393 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the guaranteed minimum payments in projects or activities on federal lands, or in county projects or activities.
- g. Title I, Section 103 of P.L. 106-393 gives each eligible county the right to elect to receive either its traditional share of revenues from the O&C Lands, or instead to receive the guaranteed minimum amount, also known as the "full payment amount."
- h. The election to receive either the full payment amount, or instead, the traditional share of revenues, must be communicated to the Secretary of the United States Department of the Interior.

- i. An election to receive the full payment amount is effective for all federal fiscal years through fiscal year 2006.
- j. Multnomah County is an eligible, affected county with the right to make an election pursuant to Title I, Section 103 of P.L. 106-393.
- k. Any county electing to receive the full payment amount must further elect to expend not less than 15 percent nor more than 20 percent of its full payment amount as project funds in accordance with Title I, Section 103(c)(1)(B) of P.L. 106-393.
- l. Title I, Section 103(c)(1)(B) of P.L. 106-393 requires that counties electing to receive the full payment amount must allocate its project funds for expenditure between projects in accordance with Title II of P.L. 106-393, projects in accordance with Title III of P.L. 106-393, and a return of the balance unspent under Title II and Title III to the General Treasury of the United States, and communicate such allocation to the Secretary of the United States Department of the Interior.
- m. Title II of P.L. 106-393 provides for special projects on federal lands or that benefit resources on federal lands, which projects are nominated by local resource advisory committees ("RACs").
- n. RACs recommend projects for consideration by the Secretary of the Interior, with project funding supplied in whole or in part out of monies allocated for such purposes by participating counties.
- o. Counties that allocate funding to projects under Title II of P.L. 106-393, and are participants in more than one RAC, may further direct that their Title II project funds be divided between different RACs according to an allocation decided by each participating county, with such funds held in the General Treasury of the United States under the name of the county with the amount allocated to each RAC.
- p. Title III of P.L. 106-393 provides for county projects or services, some of which are associated with federal lands, with Title III authorizing expenditures for search, rescue and emergency services, staffing of community service work camps, the purchase of easements, forest related educational opportunities, fire prevention and planning, and community forestry pursuant to the Cooperative Forest Assistance Act of 1978.
- q. In 2001, Multnomah County elected to receive its full payment amount rather than electing to receive its traditional share of O&C Lands revenues, and that election is binding through fiscal year 2006:

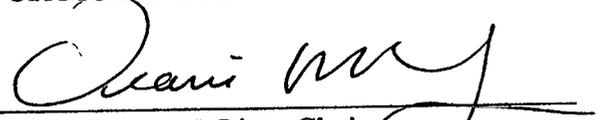
The Multnomah County Board of Commissioners Resolves:

1. Multnomah County hereby allocates 15 percent of its full payment amount for expenditure on projects under Title II and Title III of P.L. 106-393. Multnomah County will return none (zero percent) of its full payment amount to the General Treasury of the United States pursuant to Title I, Section 103(c)(1)(B)(iii).
2. Of the total amount allocated to Title II and Title III projects above in paragraph 2, hereinafter referred to as the "Project Funds," Multnomah County further allocates between such Titles for federal fiscal year 2004 (for expenditure after federal fiscal year 2004) on the following basis: \$32,000 of Project Funds for expenditure on Title II projects and the balance of the Project Funds for expenditure on Title III projects.
3. The original or a certified copy of this Resolution shall be transmitted to the Association of Oregon Counties, Mr. Rocky McVay, with instructions to reconvey the Resolution to the Secretary of the United States Department of the Interior.

ADOPTED this 27th day of May, 2004.

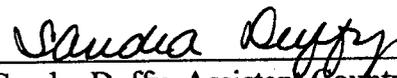


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Sandra Duffy, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: May 27, 2004

Agenda Item #: R-4

Est. Start Time: 9:55 AM

Date Submitted: May 3, 2004

Requested Date: May 27, 2004

Time Requested: 5 minutes

Department: Business & Community Services

Division: Finance Budget & Tax

Contact/s: Bob Thomas

Phone: 503 988-4283

Ext.: 84283

I/O Address: 503/4/Bob Thomas

Presenters: Bob Thomas or Dave Boyer

Agenda Title: Approval of a Resolution Authorizing Election to Receive National Forest Safety-Net Payments under P.L. 106-393 for FY 2004.

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

1. What action are you requesting from the Board? What is the department/agency recommendation?

Approve a Resolution that designates the method of disbursement for National Forest Safety-Net payments.

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

Since 1908, all counties in Oregon have received payments from the US government from revenue generated by the sale of timber on federal forest lands. Since 1937, approximately half the counties in Oregon have also received payments from the US government from timber sales on lands formerly owned by the Oregon & California (O&C) railroad.

The "Forest Reserve" revenue was dedicated to roads and public schools. The O&C revenue has traditionally been used in support of programs budgeted in the General Fund. These are not new funds or revenue sources available to the County. Prior to FY 2002 these funds were received in two pots, one pot was dedicated to County Schools and the County Road Fund and the other portion was unrestricted General Fund resources. Under the new federal legislation, PL 106-393, Forest Service money

flowing to County Schools and the Road Fund has not changed and we are accounting for these resources funds in special revenue funds as required. In fiscal year 2002 the federal government placed restrictions on a portion of the unrestricted funds. The funds are basically categorized as follows:

Title I - Payments restricted to Road Fund, School Fund and unrestricted General Fund resources. (These resources are being treated the same as in the past)

Title II - Title II projects are selected by the Regional Advisory Committee (RAC) set up for this region of the state. Title II projects go through a long review process and are voted on by the RAC. Qualifying Title II projects on Federal Lands are:

- Projects recommended by Resource Advisory Committees (RACs) must be within the RAC boundary.
- Environmental studies/federal laws followed - ordered by Secretary.
- Project funds may be used by the Secretary for the purpose of making additional investments in, and creating additional employment opportunities through, projects that improve the maintenance of existing infrastructure, implementing stewardship objectives that enhance forest ecosystems, and restoring and improving land health and water quality. Projects shall enjoy broad-based support with objectives that may include, but are not limited to-
 - Road, trail, and infrastructure maintenance or obliteration;
 - Soil productivity improvement;
 - Improvements in forest ecosystem health;
 - Watershed restoration and maintenance;
 - Restoration, maintenance and improvement of wild-life and fish habitat;
 - Control of noxious and exotic weeds; and
 - Reestablishment of native species.
- 50% of project funds must be for:
 - road maintenance/obliteration or
 - watershed improvement/restoration

Title III - The moneys are not dedicated to individual departments but are County resources to be used for the following:

- **Search, rescue, and emergency services.** -- An eligible county or applicable sheriff's department may use these funds as reimbursement for search and rescue and other emergency services, including fire fighting, performed on Federal lands and paid for by the county.
- **Community service work camps.** -- An eligible county may use these funds as reimbursement for all or part of the costs incurred by the county to pay the salaries and benefits of county employees who supervise adults or juveniles performing mandatory community service on Federal lands.
- **Easement purchases.** -- An eligible county may use these funds to acquire --
 1. easements, on a willing seller basis, to provide for non-motorized access to public lands for hunting, fishing, and other recreational purposes;
 2. conservation easements; or
 3. both.

- **Forest related educational opportunities.** -- A county may use these funds to establish and conduct forest-related after school programs.
- **Fire prevention and county planning.** -- A county may use these funds for --
 1. efforts to educate homeowners in fire-sensitive ecosystems about the consequences of wildfires and techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires; and
 2. planning efforts to reduce or mitigate the impact of development on adjacent Federal lands and to increase the protection of people and property from wildfires.
- **Community forestry.** -- A county may use these funds towards non-Federal cost-share requirements of section 9 of the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2105).

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

The County must first decide what percentage (between 80% and 85%) of its Safety-Net payment will be Title I payment. For the Forest Service Resolution, we are recommending that 85% be disbursed to Title I payment. This is estimated to be \$872,000 for federal fiscal year 2004. Title I for Forest Service funds is to be split 75% to County Road Fund and 25% to County School Fund.

The remaining funds for each Resolution are to be used either for Title II or Title III projects. We are recommending that \$32,000 be disbursed to the US Forest Service as Title II which will be allocated to projects by the Salem District Resource Advisory Committee. We are also recommending that the remaining funds be disbursed as Title III payment for this Resolution. For Forest Service funds, this amount is estimated to be \$121,394 for fiscal year 2004, which should cover County Title III eligible project costs. We are recommending less for Title III this year because County expenditures that are eligible for this funding are being reduced in the Proposed FY 2005 budget (Forest Project).

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

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**

- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.

The annual resolutions are required by the Federal government for counties to participate in the Safety-Net program.

There are no controversial issues regarding the two elections that these resolutions address. It is believed by some that this is new money for the County. It is not new funds; the federal government has put restrictions on a portion of them. A decision will have to be made annually on how to expend the Title III funds.

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

Citizens will have the opportunity to provide written comments on the Multnomah County projects that will qualify under Title III. A 45-day comment period is required by the legislation and began when the list was advertised in the Oregon Daily Journal of Commerce on May 10th.

Each County with National Forest and/or O&C lands is required to make these elections prior to sending their decision on to the Federal government. Multnomah County has participated with Association of Oregon Counties (AOC) in developing the processes and resolutions.

Required Signatures:

Department/Agency Director:  Date: 04/26/04

Budget Analyst
By: _____ Date: _____

Dept/Countywide HR
By: _____ Date: _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Election to Receive **National Forest** Related Safety-Net Payments Under P.L. 106-393

The Multnomah County Board of Commissioners Finds:

- a. Congress enacted in 1908 and subsequently amended a law that requires that 25 percent of the revenues derived from National Forest lands be paid to states for use by the counties in which the lands are situated for the benefit of public schools and roads.
- b. The sharing of revenues from the National Forest lands is, in part, a recognition that these lands are not subject to local taxation, and also that counties provide services that directly benefit the lands and the people who use the lands.
- c. The principal source of revenues from National Forest lands is from the sale and removal of timber, which has been sharply curtailed in recent years.
- d. The volume of timber sold annually from most National Forest lands has declined precipitously, with a corresponding precipitous decline in revenues shared with counties.
- e. The United States Congress recognized a need to stabilize education and road maintenance funding through predictable payments to the affected counties, job creation in those counties, and other opportunities associated with restoration, maintenance and stewardship of federal lands, and to achieve those goals enacted P.L. 106-393 in 2000.
- f. P.L. 106-393 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the guaranteed minimum payments in projects on federal lands or that benefit resources on federal lands, or in county projects or activities.
- g. Title I, Section 102 of P.L. 106-393 gives each eligible county the right to elect to receive either its traditional share of revenues from the National Forest lands pursuant to the Act of May 23, 1908 and Section 13 of the Act of March 1, 1911, or instead to receive the guaranteed minimum amount, also known as the "full payment amount."
- h. The election to receive either the full payment amount, or instead, the traditional share of revenues, must be communicated to the Governor of Oregon, who in turn must communicate the election by each county to the Secretary of the United States Department of Agriculture.

- i. An election to receive the full payment amount is effective for all federal fiscal years through fiscal year 2006.
- j. Multnomah County is an eligible, affected county with the right to make an election pursuant to Title I, Section 102 of P.L. 106-393.
- k. Any county electing to receive the full payment amount must further elect to expend an amount not less than 15 percent nor more than 20 percent of its full payment amount as project funds in accordance with Title I, Section 102(d)(1)(B) of P.L. 106-393.
- l. Title I, Section 102(d)(1)(B) of P.L. 106-393 requires that counties electing to receive the full payment amount must allocate its project funds for expenditure between projects in accordance with Title II of P.L. 106-393, projects in accordance with Title III of P.L. 106-393, and a return of the balance unspent under Titles II and III to the General Treasury of the United States, and communicate such allocation to the Secretary of the United States Department of Agriculture.
- m. Title II of P.L. 106-393 provides for special projects on federal lands or that benefit resources on federal lands, which projects are recommended by local resource advisory committees ("RACs").
- n. RACs recommend projects for consideration by the Secretary of Agriculture, with project funding supplied in whole or in part out of monies allocated for such purposes by participating counties.
- o. Counties that allocate funding to projects under Title II of P.L. 106-393, and are participants in more than one RAC, may further direct that their Title II project funds be divided between different RACs according to an allocation decided by each participating county, with such funds held in the General Treasury of the United States under the name of the county with a designation of the amount allocated to each RAC.
- p. Title III of P.L. 106-393 provides for county projects or services, some of which are associated with federal lands, with Title III authorizing expenditures for search, rescue and emergency services, staffing of community service work camps, the purchase of easements, forest related educational opportunities, fire prevention and planning, and community forestry pursuant to the Cooperative Forest Assistance Act of 1978.
- q. In 2001, Multnomah County elected to receive its full payment amount rather than electing to receive its traditional share of National Forest revenues.

The Multnomah County Board of Commissioners Resolves:

1. Multnomah County hereby allocates 20 percent of its full payment amount for expenditure on projects under Title II and Title III of P.L. 106-393. Multnomah County will return none (zero percent) of its full payment amount to the General Treasury of the United States pursuant to Title I, Section 102(d)(1)(B)(iii).
2. Of the total amount allocated to Title II and Title III projects above in paragraph 2, hereinafter referred to as the "Project Funds," Multnomah County further allocates between such Titles for federal fiscal year 2004 (for expenditure after federal fiscal year 2004) on the following basis: \$32,000 of Project Funds for expenditure on Title II projects and the balance of the Project Funds for expenditure on Title III projects.
3. The original or a certified copy of this Resolution shall be transmitted to Mr. Rocky McVay with instructions to reconvey the Resolution to the Office of Governor of the State of Oregon with a request that the Governor communicate the elections made herein to the Secretary of the United States Department of Agriculture.

ADOPTED this 27th day of May, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Sandra Duffy
Sandra Duffy, Assistant County Attorney

BOGSTAD Deborah L

From: THOMAS Bob C
Sent: Friday, May 21, 2004 9:53 AM
To: BOGSTAD Deborah L
Subject: Problem with R-4 Title II Resolution for May 27th
Importance: High

Deb:

After seeing R-4 (Forest Service safety net payment election resolution) on the web, I found that I had placed the wrong figure in the first resolve clause on page 3. The resolution currently states 20% for title II and III...it should state **15%**.

The Agenda Placement Request for R-4 states the correct 15% in its narrative.

Sandy Duffy advised that she will amend the resolution for Thursday's presentation and will be forwarding this to you on Monday.

I will describe the situation to Board Staff on Monday afternoon.

Sorry about the confusion.

5/24/2004

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-071

Authorizing Election to Receive National Forest Related Safety-Net Payments Under P.L. 106-393

The Multnomah County Board of Commissioners Finds:

- a. Congress enacted in 1908 and subsequently amended a law that requires that 25 percent of the revenues derived from National Forest lands be paid to states for use by the counties in which the lands are situated for the benefit of public schools and roads.
- b. The sharing of revenues from the National Forest lands is, in part, a recognition that these lands are not subject to local taxation, and also that counties provide services that directly benefit the lands and the people who use the lands.
- c. The principal source of revenues from National Forest lands is from the sale and removal of timber, which has been sharply curtailed in recent years.
- d. The volume of timber sold annually from most National Forest lands has declined precipitously, with a corresponding precipitous decline in revenues shared with counties.
- e. The United States Congress recognized a need to stabilize education and road maintenance funding through predictable payments to the affected counties, job creation in those counties, and other opportunities associated with restoration, maintenance and stewardship of federal lands, and to achieve those goals enacted P.L. 106-393 in 2000.
- f. P.L. 106-393 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the guaranteed minimum payments in projects on federal lands or that benefit resources on federal lands, or in county projects or activities.
- g. Title I, Section 102 of P.L. 106-393 gives each eligible county the right to elect to receive either its traditional share of revenues from the National Forest lands pursuant to the Act of May 23, 1908 and Section 13 of the Act of March 1, 1911, or instead to receive the guaranteed minimum amount, also known as the "full payment amount."
- h. The election to receive either the full payment amount, or instead, the traditional share of revenues, must be communicated to the Governor of Oregon, who in turn must communicate the election by each county to the Secretary of the United States Department of Agriculture.

- i. An election to receive the full payment amount is effective for all federal fiscal years through fiscal year 2006.
- j. Multnomah County is an eligible, affected county with the right to make an election pursuant to Title I, Section 102 of P.L. 106-393.
- k. Any county electing to receive the full payment amount must further elect to expend an amount not less than 15 percent nor more than 20 percent of its full payment amount as project funds in accordance with Title I, Section 102(d)(1)(B) of P.L. 106-393.
- l. Title I, Section 102(d)(1)(B) of P.L. 106-393 requires that counties electing to receive the full payment amount must allocate its project funds for expenditure between projects in accordance with Title II of P.L. 106-393, projects in accordance with Title III of P.L. 106-393, and a return of the balance unspent under Titles II and III to the General Treasury of the United States, and communicate such allocation to the Secretary of the United States Department of Agriculture.
- m. Title II of P.L. 106-393 provides for special projects on federal lands or that benefit resources on federal lands, which projects are recommended by local resource advisory committees ("RACs").
- n. RACs recommend projects for consideration by the Secretary of Agriculture, with project funding supplied in whole or in part out of monies allocated for such purposes by participating counties.
- o. Counties that allocate funding to projects under Title II of P.L. 106-393, and are participants in more than one RAC, may further direct that their Title II project funds be divided between different RACs according to an allocation decided by each participating county, with such funds held in the General Treasury of the United States under the name of the county with a designation of the amount allocated to each RAC.
- p. Title III of P.L. 106-393 provides for county projects or services, some of which are associated with federal lands, with Title III authorizing expenditures for search, rescue and emergency services, staffing of community service work camps, the purchase of easements, forest related educational opportunities, fire prevention and planning, and community forestry pursuant to the Cooperative Forest Assistance Act of 1978.
- q. In 2001, Multnomah County elected to receive its full payment amount rather than electing to receive its traditional share of National Forest revenues.

The Multnomah County Board of Commissioners Resolves:

1. Multnomah County hereby allocates 15 percent of its full payment amount for expenditure on projects under Title II and Title III of P.L. 106-393. Multnomah County will return none (zero percent) of its full payment amount to the General Treasury of the United States pursuant to Title I, Section 102(d)(1)(B)(iii).
2. Of the total amount allocated to Title II and Title III projects above in paragraph 2, hereinafter referred to as the "Project Funds," Multnomah County further allocates between such Titles for federal fiscal year 2004 (for expenditure after federal fiscal year 2004) on the following basis: \$32,000 of Project Funds for expenditure on Title II projects and the balance of the Project Funds for expenditure on Title III projects.
3. The original or a certified copy of this Resolution shall be transmitted to Mr. Rocky McVay with instructions to reconvey the Resolution to the Office of Governor of the State of Oregon with a request that the Governor communicate the elections made herein to the Secretary of the United States Department of Agriculture.

ADOPTED this 27th day of May, 2004.



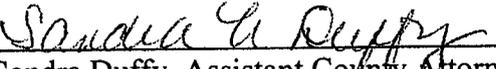
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Sandra Duffy, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #: OSCP 10

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 05-27-04
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: May 27, 2004
Agenda Item #: R-5
Est. Start Time: 10:00 AM
Date Submitted: 05/17/04

Requested Date: May 27, 2004

Time Requested: 5 mins

Department: Office of School and Community Partnerships

Division: School Focused Services

Contact/s: Kathy Tinkle, Heather McGillivray

Phone: 503 988-6295

Ext: 26858 (KT) **I/O Address:** 166/2
24261 (HM)

Presenters: OSCP and Invited Guests

Agenda Title: Budget Modification OSCP 10 Requesting \$10,000 General Fund Contingency Transfer to Match an Increase of \$10,000 in Oregon Judicial Department Grant Funding for Multnomah CourtCare, Courthouse Child Care Center

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

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**
The Office of School and Community Partnerships requests the approval of Budget Modification OSCP 10. The budget modification requests \$10,000 from CGF contingency to match an increase of \$10,000 in Oregon Judicial Department (OJD) grant funding for Court Care.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**
The Oregon Judicial Department (OJD) Court Care grant requires a 100% match from County General Fund. The FY04 Adopted budget included \$25,000 of CGF as match for the OJD grant. Since then we have received notification from the State Judicial Department that they will increase the OJD funding of Court Care by \$10,000 if the County would provide the additional \$10,000 match to allow the capacity of the Court Care program to expand and continue service through June 30, 2004.

We are requesting that the OSCP Fiscal Year '04 County General Fund be increased by \$10,000 to allow the match necessary to generate the additional \$10,000 in the OJD award. This budget modification also requests that the \$10,000 in OJD funding be added to our budget.

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

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

If a budget modification, explain:

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

This budget modification adds an additional \$10,000 in Oregon Judicial Department (OJD) Court Care funding to the FY04 budget, bringing the FY04 total OJD budget to \$35,000.

We are also requesting an additional \$10,000 in County General Fund from contingency to meet the match funding requirements. This will allow us to continue services through June 30, 2004. This will bring the total match funding for OJD to \$35,000.

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

The Office of School and Community Partnerships FY04 budget will be increased by \$20,000. The funds will be added to the existing service contract with Volunteers of America to provide these services.

❖ **What do the changes accomplish?**

By increasing the County General Fund by \$10,000 for match funding, we will be able to utilize the remaining \$10,000 in the OJD award and continue services through June 30.

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

There are no personnel changes.

❖ **Is the revenue one-time-only in nature? No**

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

The \$20,000 will be spent by June 30, 2004. Additional funds will be available on an ongoing basis.

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

This grant is renewed annually.

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

❖ **Why was the expenditure not included in the annual budget process? The**

Oregon Judicial Department (OJD) Court Care grant requires a 100% match from County General Fund. The FY04 Adopted budget included \$25,000 of CGF as match for the OJD grant. We have recently received notification from the State Judicial Department that they will increase the OJD funding of Court Care by \$10,000 if the County would provide the additional \$10,000 match to allow the capacity of the Court Care program to expand and continue service through June 30, 2004.

- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?** Funds are not available in the current budget to fund this unanticipated expense.
- ❖ **Why are no other department/agency fund sources available?** These funds are not currently available in the department's budget due to the continued cuts to CGF that have occurred over the past two years.
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.** This will produce a like match amount from Oregon Judicial Department.
- ❖ **Has this request been made before? When? What was the outcome?** No.

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

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

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

Required Signatures:

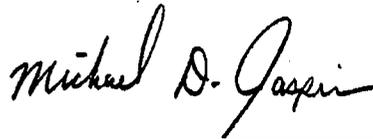
Department/Agency Director: Lorenzo T. Poe



By: _____

Date: 05/13/04

Budget Analyst



By: _____

Date: 05/17/04

Dept/Countywide HR

By: _____

Date:

Budget Modification or Amendment ID: OSCP 10

EXPENDITURES & REVENUES

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

Budget/Fiscal Year: 04

Line No.	Fund Center	Fund Code	Func. Area	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
					Cost Center	WBS Element						
1	21-50	32026	40			SCPSFEC.OJD	50180	(25,000)	(35,000)	(10,000)		IG-OP-Direct State
2	21-50	32026	40			SCPSFEC.OJD	60160	25,000	35,000	10,000		Pass Through
3									0			
4	21-50	1000	40			SCPSFEC.CGF	60160	60,000	70,000	10,000		Pass Through
5	19	1000			9500001000		60470		(10,000)	(10,000)		GF Contingency
6									0			
7									0			
8									0			
9									0			
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										0	0	Total - Page 1
										0	0	GRAND TOTAL

CourtCare Q&A and Background

The following information was provided by Mary Louise McClintock, Co-Chair, Multnomah CourtCare Advisory Board, via several e-mails and has been consolidated for this attachment.

As you know, Multnomah County is a significant partner in the funding of Multnomah CourtCare, the two-year-old courthouse child care center. Fiscal year 2003-2004 is the third year in which the county is contributing \$25,000 to support CourtCare's operation, in a matching arrangement with the Oregon Judicial Department. We are hugely grateful for the county's consistent support. CourtCare would never have come into being without it. The combined support from the state and the county constitutes a little less than half our current annual operating budget.

I am writing at this time to inquire about the possibility of an additional \$10,000 contribution from the county in this budget cycle. Robin Selig, a legal aid attorney with whom I co-chair the Multnomah CourtCare Advisory Board, recently was told by Presiding Judge Dale Koch that he can find an additional \$10,000 in his budget for the first half of the biennium, but wants it to be part of the existing matching arrangement – meaning an additional \$10,000 would be needed from the county to make this happen. This would be intended to be a *one-time increase* in the contribution from both the state and the county.

1) What will the funds be used for?

This money will go directly to support operating expenses, the vast majority of which consist of staff compensation. The current budget is between \$107,000 and \$117,000 per year, \$50,000 of which comes from Multnomah County and the State of Oregon (Oregon Judicial Department through the Multnomah Circuit Court).

We have received small grants this year from the Hanna Andersson Children's Foundation, the Oregon Women Lawyers Foundation, and the Multnomah Bar Association, and as always, many donations from law firms, judges and individual attorneys. However, we have not met our private fundraising goals for this year, and we have a deficit of between \$25,000 and \$32,000 for the 2003-2004 fiscal year. (The amounts are a bit of a moving target right now because of staffing changes and the difference between projected and actual costs.) A Multnomah Bar Association event to be held this weekend is expected to yield about \$5,000 and we are continuing to receive donations in response to our end-of-year appeals. If we receive an additional \$20,000 in state and county funds, we will eliminate or come very close to eliminating our deficit – and thus, be able to keep our doors open.

2) What about future plans for funding CourtCare?

We hope to continue to receive public sector support in the range of \$50,000 to \$70,000 per year, meaning we will continue to need to raise anywhere from \$40,000 to \$70,000 in private donations each year.

We are very optimistic about our ability to do that, because we have a new, 15-member CourtCare Fundraising Committee that is targeting the legal community. It is sponsored by the Multnomah Bar Association, and its membership consists of prominent attorneys and representatives of various sectors of the bar. The group is putting together the first of what will be annual spring campaigns over a two-week period (late April/early May this year). The effort is modeled on the annual Oregon Lawyers Against Hunger campaign, which has raised as much \$110,000 over two weeks from law firms and lawyers. Our goal for this first year of the

"CourtCare Campaign" is \$75,000, more than enough to get CourtCare on a firm financial footing for the 2004-2005 operating year, in combination with support from the county and state.

Additional facts about CourtCare:

- It has been in operation since December 2001. Funds from Multnomah County have been crucial not only in supporting ongoing operations, but also in covering the cost of renovations to the former jury room in which the program is now located.
- Between 80 and 100 children and their families are served each month. About 40 percent of users are women seeking domestic violence restraining orders.
- Children range in age from six weeks through five years.
- Link to an article about CourtCare that appeared in Daily Journal of Commerce

http://www.djc-or.com/Editorial/index.cfm?page_editorial_id=31038

BOGSTAD Deborah L

From: JASPIN Michael D
Sent: Monday, May 17, 2004 10:23 AM
To: BOGSTAD Deborah L
Cc: TINKLE Kathy M; DARGAN Karyne A; BELL Iris D; MCGILLIVARY Heather C
Subject: Court Care BudMod/Contingency Request

Deb – attached is OSCP BudMod 10, which is a CGF contingency request for CourtCare. I've also attached the required contingency request memo from the Budget Office and other supporting documentation. Signed copies are on their way.

Please note that folks are requesting that this be expedited for the May 27 Agenda. Please contact Iris if you have any questions about agenda timing. Thanks! -mdj



Finance, Budget & Tax Office
MULTNOMAH COUNTY OREGON

Budget Office

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

TO: Board of County Commissioners
FROM: Mike Jaspin, Principal Budget Analyst
DATE: May 14, 2004
SUBJECT: General Fund Contingency Request for \$10,000 for CourtCare.

A \$10,000 General Fund Contingency request is being proposed to provide additional matching funds for CourtCare. The Court/Oregon Judicial Department has indicated that it will provide an additional \$10,000 for CourtCare as well, but it is dependent on the County contributing \$10,000. The additional \$20,000 will be used for operating expenses and to help cover an operating deficit. An attached Q&A and Background piece base on information from Mary Louise McClintock, Co-Chair, Multnomah County Court Care Advisory Board, provides more detailed information on CourtCare and future funding plans for CourtCare.

The Budget Office is required to inform the Board if contingency requests submitted for Board approval satisfy the general guidelines and policies for using the General Fund Contingency. The Board may make exceptions to the policy. The request is not consistent with County policy under criteria 2a, 2b, and 3.

- Criteria 1 states contingency requests should be for one-time-only purposes. The request is consistent with criteria 1 as the FY 05 Approved budget does NOT include an additional \$10,000.
- Criteria 2a addresses emergency situations which, if left unattended, will jeopardize the health and safety of the community. This is not considered an emergency.
- Criteria 2b addresses unanticipated expenditures necessary to keep a public commitment or fulfill a legislative or contractual mandate. The request is not consistent with 2b because the County does not have a legislative or contractual requirement to fund CourtCare at more than the current \$25,000 for FY 04.
- Criteria 3 addresses items identified in Board Budget Notes. CourtCare was not addressed in the notes.

While the request is not consistent with Board policy, please note that the request of \$10,000 is relatively small compared to the General Fund Contingency and will be matched with State funds. As of May 15, 2004, the General Fund Contingency balance was \$2.9 million. The majority of the \$2.9 million is expected to be used to cover revenue shortfalls in the Health Department. This Budget Modification is denoted as OSCP #10.

BOGSTAD Deborah L

From: TINKLE Kathy M
Sent: Monday, May 24, 2004 4:19 PM
To: BOGSTAD Deborah L
Subject: RE: May 25 and 27, 2004 Multnomah County Commission meeting agenda
Importance: High

Hi Deb, Agenda Item R-5 this week is a contingency request for \$10,000 for Court Care. We have a couple invited guests to present the request, one of them is Judge Henry Cantor. I see that the item is on the agenda for 10:00am, which is great. Judge Cantor estimates that he can get to the Multnomah Building by 9:45am, but due to a scheduled hearing, he won't be able to get there any earlier. I just wanted to check to see if we can make sure that we can hold on presenting until he gets there in the event that the BCC meeting is moving along faster than scheduled and we get to the item before 10:00am. Just let me know if that is possible. Thanks for your help.
KT

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

From: BOGSTAD Deborah L
Sent: Thursday, May 20, 2004 6:56 PM
Subject: May 25 and 27, 2004 Multnomah County Commission meeting agenda

The May 25 and 27, 2004 Multnomah County Commission meeting agenda is attached. For access to the informational Board meeting materials posted to the Commissioners and Agenda web site, click onto the Weekly Agenda Packet Materials page at <http://www.co.multnomah.or.us/cc/WeeklyAgendaPacket/>, click onto the agenda item number folder, then click onto the individual documents contained therein. **The previously noticed Budget Work Sessions for May 25, morning and afternoon, have been cancelled.** Feel free to contact me if you have any questions. Thank you.

Deb Bogstad, Board Clerk
Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587
(503) 988-3277 phone
(503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

5/24/2004



MULTNOMAH CourtCare

A project of the Multnomah Bar Association

Facts about Multnomah CourtCare

CourtCare Advisory Board

Co-Chairs:

Mary Louise McClintock
Independent Consultant

Robin Selig, Attorney
Legal Aid Services of Oregon

Members:

Douglas Bray, Administrator
Multnomah County Court

Kristin Winnie Eaton, Attorney
Gevurtz, Menashe, Larson & Howe

Dana Forman
Multnomah Defenders, Inc.

Pilar French, Attorney
Lane Powell Spears Lubersky LLP

Sharon James, Director
Multnomah County
Family Court Services

Hon. Henry Kantor
Multnomah County Circuit Court

Mary McMenamin
Multnomah County
District Attorney's Office

Hon. Keith Meisenheimer
Multnomah County Circuit Court

Monica Molina, Program Director
Children and Family Services
Volunteers of America Oregon

Linda Stone
Multnomah County Court Administrator's Office

Michael Williams, Attorney
Williams Dailey O'Leary Craine & Love

Ex-Officio Members:

Hon. Dale R. Koch
Presiding Court Judge
Multnomah County Circuit Court

Hon. Janice Wilson
Multnomah County Circuit Court



Volunteers of America
Oregon

3910 S.E. Stark Street
Portland, OR 97214
(503) 235-8655
www.voaor.org

- Since December 2001 Multnomah CourtCare has provided free, drop-in child care to children whose parents or guardians must bring them to the Multnomah County Courthouse to complete paperwork or attend court proceedings. It offers a safe, nurturing environment for young children who otherwise might be in courtrooms or hallways.
- CourtCare was developed in response to a 1997 study which confirmed what judges, attorneys and courthouse staff had long known -- that young children are frequently brought to hearings where they witness disturbing testimony and conflict, and that the presence of children also disrupts court proceedings. The study found that on average, 80 children under the age of 12 are in the courthouse per day. An infrequently-used second floor jury room was renovated using funds from Multnomah County.
- Up to six children ages 6 weeks through five can be cared for at a time. Reservations are accepted for up to half of the spaces. In emergency situations and at the request of a judicial officer, the program accepts the children of jurors on a case-by-case, space-available basis. CourtCare is licensed by the state, and is open daily from 8:30 a.m. to 4:30 p.m.
- The current annual budget is approximately \$117,000.
- CourtCare has typically served an average of 100 children per month whose parents are in the courthouse for a variety of reasons. About 40 percent of CourtCare users are seeking temporary restraining orders. CourtCare staff also regularly give parents referrals to other services, including child care, domestic violence shelters, and providers of food and clothing.
- The program is operated by Volunteers of America Oregon, Inc. (VOA). The Oregon Judicial Department (through Multnomah Circuit Court) and Multnomah County each have provided \$25,000 per year in operating funds. Other supporters include the Multnomah Bar Association, the Young Lawyers Section, OWLS Foundation, Hanna Andersson Children's Foundation, and many law firms, individual lawyers and judges.

Volunteers of America of Oregon, Inc
CourtCare
MONTHLY REPORT

*This report is due by the first day of the month following the service month.

Month: April 2004

Report Completed By: Michelle Ward

Direct Services

Number of Participants

1. Number of Child Participants served	<u>97</u>
2. Number of Adult Participants served	<u>48</u>
3. Number of repeated Participants	<u>56</u>
4. Number of children turned away*	<u>7</u>

Ages of Participants

1. Number of children under one year old	<u>16</u>
2. Number of children between one and two	<u>18</u>
3. Number of children between two and three	<u>16</u>
4. Number of children between three and four	<u>22</u>
5. Number of children between four and five	<u>23</u>

Average Length of Stay (in hours) 3.25

Number of children served YTD 2,868
Days of Operation 22

Use of Program

Types of court business

1. Number of participants involved in domestic violence/restraining order	<u>39</u>
2. Number of participants attending grand jury	<u>6</u>
3. Number of participants showing as witnesses	<u>16</u>
4. Number of participants tending to traffic violations	<u>0</u>
5. Number of participants involved in divorce issues	<u>8</u>
6. Number of participants involved in custody issues	<u>11</u>
7. Number of participants involved in STOP	<u>0</u>
8. Number of participants involved in mediation	<u>6</u>
9. Number of participants involved in eviction	<u>8</u>
10. Number of participants involved in SCF hearing	<u>2</u>
11. Other - Specify: <u>Weddings</u>	<u>2</u>
12. Other - Specify: <u>Arraignmenr/Sentencing</u>	<u>10</u>

Referral Sources:

Types of Referrals MADE

- 1. Number of referrals regarding domestic violence 3
- 2. Number of referrals regarding child care 6
- 3. Number of referrals regarding alcohol/drug 0
- 4. Number of referrals regarding mental health 3
- 5. Number of referrals regarding basic needs 7
- 6. Number of referrals regarding housing 3
- 7. Number of referrals regarding legal aid 2
- 8. Number of referrals regarding food/clothing/diapers 7
- 9. Number of referrals regarding VOAOR Parenting /Family Nursery
- 10. Other-specify: Medical 2

Types of Referrals RECEIVED

- 1. Number of referrals from domestic violence services 3
- 2. Number of referrals from AFS/DHS services 2
- 3. Number of referrals from child care services 0
- 4. Number of referrals from attorneys/lawyers 16
- 5. Number of referrals from judges 13
- 6. Number of referrals from family law 19
- 7. Number of referrals from deputies 3
- 8. Number of referrals from mediation 4
- 9. Other-specify: signs 4

PROGRAM INFORMATION

1. Organizations that contacted you for a tour. Please include contact person, number toured, reason of visit:

Organization	Contact Person	Number toured/visited	Reason for tour/visit

2. Were any SCF reports made this month? Include names and date of report. (A copy of any reporting forms must be attached)

3. Did you have any success stories this month? _____

4. Please make sure to submit your monthly supplies request form.

5. Do you have any concerns or need any support that you have not already discussed with your supervisor or that still needs follow up? _____

6. Comments, Questions, Suggestions? _____

*Do not include children who are not age-appropriate for care. Children are typically turned away for the following reasons: arriving too close to closing time; arriving when the center is at room or age capacity and cannot take additional children; or children who wish to make a reservation on a day the center is closed.

Updated 3-17-04