

## ANNOTATED MINUTES

Tuesday, May 23, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### BUDGET SESSION

Chair Beverly Stein convened the meeting at 9:33 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.


- WS-1 Multnomah County Sheriff's Office Budget Overview, Highlights and Action Plans. MCSO Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.

**TOM SLYTER AND LARRY AAB AGENCY OVERVIEW AND BUDGET HIGHLIGHTS PRESENTATION. BOB WILEY PRESENTATION IN SUPPORT OF CBAC RECOMMENDATIONS. RON MURRAY TESTIMONY CONCERNING SAUVIE ISLAND FIRE DISTRICT 30 DISPATCH FEES AND RADIO SYSTEM EXPENSES AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. PHIL DEARIXON TESTIMONY CONCERNING CORBETT FIRE DISTRICT 14 DISPATCH FEES AND RADIO SYSTEM EXPENSES AND RESPONSE TO BOARD QUESTIONS. LARRY AAB, TOM SLYTER AND BILL WOOD PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING ACTION PLANS FOCUS, TRANSITION OF STATE CORRECTIONS FUNDS TO LOCAL GOVERNMENTS, MANAGEMENT OF UNSUPERVISED PRE-TRIAL OFFENDER POPULATIONS AND JAIL COSTS, FEDERAL MARSHAL BEDS, PRE-TRIAL RELEASE PROGRAM, SENATE BILL 1145 AND VIDEO APPEARANCE NETWORK ISSUES. SHERIFF ELECT DAN NOELLE COMMENTS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. SHERIFF ELECT NOELLE TO JOIN IN WRITING TO CONGRESSIONAL DELEGATION URGING INCLUSION OF JAIL BEDS IN NEW FEDERAL COURTHOUSE. MR. AAB, MR. SLYTER, GARY WALKER, MEL HEDGPETH AND SHERIFF ELECT NOELLE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION CONCERNING HOSPITAL SUPERVISION OF**

PRISONERS, EAST COUNTY BOOKING, FAMILY SERVICE CENTERS, COURT GUARDS, RIVER PATROL ISSUES AND PLANS FOR IMPLEMENTING RECOMMENDATIONS OF OVERTIME STUDY AND OPERATIONAL ANALYSIS CONDUCTED BY INTERNATIONAL ASSOCIATION OF CHIEF'S OF POLICE. BOARD IDENTIFIED FOLLOW UP ISSUES FOR FURTHER STAFF ELABORATION DURING BUDGET DELIBERATIONS. COMMISSIONER SALTZMAN PROPOSED BUDGET AMENDMENT TO SUPPORT SAUVIE ISLAND AND CORBETT FIRE DISTRICTS RADIO CONVERSION. BOARD CONSENSUS PROPOSED BUDGET AMENDMENT TO LOOK INTO ALTERNATIVE USING CERTIFICATES OF PARTICIPATION FOR FIRE DISTRICTS RADIO CONVERSION PURCHASE. COMMISSIONER KELLEY PROPOSED BUDGET AMENDMENTS TO ENHANCE TARGET CITIES PROGRAM AND TO ADD A DATA COLLECTION AND ANALYSIS POSITION FOR JAIL POPULATIONS AND OPTIONS RELATED TO MEASURE 11. COMMISSIONER SALTZMAN PROPOSED BUDGET AMENDMENT TO ADD TEMPORARY RESTRAINING ORDER STAFF TO RESPOND TO DOMESTIC VIOLENCE CALLS WITHIN 24 HOURS. COMMISSIONER COLLIER PROPOSED BUDGET AMENDMENT FOR FUNDING STAFF TO ADDRESS CRIMINAL WARRANTS BACKLOG. COMMISSIONER HANSEN PROPOSED BUDGET AMENDMENT TO ADD FUNDING TO STAFF RESTITUTION CENTER AT 120 BEDS. CHAIR STEIN PROPOSED BUDGET AMENDMENT ADDING ANNUALIZED FUNDING FOR WAREHOUSE JAIL.

There being no further business, the meeting was adjourned at 11:45 a.m.

OFFICE OF THE BOARD CLERK  
MULTNOMAH COUNTY, OREGON

  
Deborah L. Bogstad

---

Tuesday, May 23, 1995 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**PLANNING ITEM**

Vice-Chair Sharron Kelley convened the meeting at 1:35 p.m., with Commissioners Gary Hansen and Tanya Collier present, and Commissioner Dan Saltzman and Chair Beverly Stein excused.

P-1      SEC 8-94      DE NOVO HEARING, with Testimony Limited to 20 Minutes Per Side, Including Rebuttal, in the Matter of an Appeal of the April 3, 1995 Hearings Officer Decision AFFIRMING, AND MODIFYING the Planning Director Decision and DENYING an Appeal in the Matter of APPROVING, Subject to Conditions, a Requested Significant Environmental Concern (SEC) Permit for an Addition to an Existing Single Family Dwelling, for Property Located at 5830 NW CORNELL ROAD.

**AT THE REQUEST OF VICE-CHAIR KELLEY AND FOLLOWING EXPLANATION FROM COUNTY COUNSEL LARRY KRESSEL AND PLANNER MARK HESS, COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, TO CONTINUE P-1 TO TUESDAY, JUNE 27, 1995. ARNOLD ROCHLIN, ON BEHALF OF APPLICANT, ADVISED APPLICANT ROSEN LUND WAIVES THE 120 DAY PERIOD. APPELLANT DAN MCKENZIE COMMENTED IN SUPPORT OF EXPEDITING THE HEARING. HEARING UNANIMOUSLY CONTINUED TO 1:30 PM, TUESDAY, JUNE 27, 1995.**

There being no further business, the meeting was adjourned at 1:41 p.m.

---

**Tuesday, May 23, 1995**  
**(IMMEDIATELY FOLLOWING PLANNING ITEM)**  
**Multnomah County Courthouse, Room 602**  
**1021 SW Fourth, Portland**

**BUDGET SESSION**

Chair Beverly Stein convened the meeting at 3:35 p.m., with Vice-Chair Sharron Kelley and Commissioners Gary Hansen and Tanya Collier present, and Commissioner Dan Saltzman excused.


WS-2      District Attorney's Office Budget Overview, Highlights and Action Plans. DA Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.

**MICHAEL SCHRUNK INTRODUCED KELLY BACON AND TOM SIMPSON AND PRESENTED BUDGET HIGHLIGHTS, ACTIONS PLANS, CBAC**

**RECOMMENDATIONS AND ISSUES AND OPPORTUNITIES. NO ONE WISHED TO TESTIFY. MR. SCHRUNK, DAVE WARREN AND MR. BACON RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD IDENTIFIED FOLLOW UP ISSUES FOR FURTHER STAFF ELABORATION. COMMISSIONER SALTZMAN PROPOSED BUDGET AMENDMENT FOR TEEN PATERNITY RIGHTS EDUCATION PROGRAM.**

There being no further business, the meeting was adjourned at 4:33 p.m.

OFFICE OF THE BOARD CLERK  
MULTNOMAH COUNTY, OREGON

  
Deborah L. Bogstad

---

Wednesday, May 24, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**BUDGET SESSION**

Chair Beverly Stein convened the meeting at 9:34 a.m., with Commissioners Gary Hansen and Tanya Collier present, and Vice-Chair Sharron Kelley and Commissioner Dan Saltzman excused.

WS-3      Juvenile Justice Division Budget Overview, Highlights and Action Plans. Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.

**ELYSE CLAWSON STAFF INTRODUCTIONS AND PRESENTATION OF DIVISION OVERVIEW. RICK JENSEN PRESENTATION ON DETENTION REFORM INITIATIVE AND DAY REPORTING CENTER UPDATE AND RESPONSE TO BOARD QUESTIONS. JUDGE MICHAEL MARCUS TESTIMONY IN SUPPORT OF VICTIM OFFENDER RECONCILIATION PROGRAM (VORP) FUNDING. STEVE FULMER TESTIMONY IN SUPPORT OF FUNDING COMMUNITY TREATMENT PROGRAMS, EXPANSION OF DETENTION FACILITY AND DAY REPORTING CENTER, AND RESPONSE TO BOARD QUESTIONS.**



Vice-Chair Sharron Kelley arrived at 10:00 a.m.

**DIXIE STEVENS ON BEHALF OF MORRISON CENTER, TESTIMONY IN SUPPORT OF SEX OFFENDER TREATMENT PROGRAM FUNDING. BETSY CODDINGTON ON BEHALF OF VORP, EXPLANATION IN RESPONSE TO QUESTIONS OF CHAIR STEIN.**

Commissioner Collier left at 10:07 a.m. and returned at 10:15 a.m.

**MS. CODDINGTON TESTIMONY IN SUPPORT OF VORP FUNDING. JAMIE TILLMAN ON BEHALF OF COURT APPOINTED SPECIAL ADVOCATES (CASA), TESTIMONY ON BEHALF OF CASA FUNDING. ELYSE CLAWSON ISSUES AND OPPORTUNITIES PRESENTATION. BILL MORRIS EFFECTIVE PROGRAMMING AND CONTRACTS PRESENTATION AND RESPONSE TO PUBLIC TESTIMONY AND BOARD QUESTIONS.**

Commissioner Dan Saltzman arrived at 10:37 a.m.

**MS. CODDINGTON RESPONSE TO BOARD QUESTIONS. MS. CLAWSON RESPONSE TO BOARD QUESTIONS AND DISCUSSION. JOANNE FULLER PRESENTATION REGARDING NEW AND CONTINUED POSITIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. JIM ANDERSON AND MS. CLAWSON RESPONSE TO BOARD QUESTIONS AND DISCUSSION. MR. JENSEN, MS. CLAWSON AND MS. FULLER RESPONSE TO BOARD QUESTIONS.**

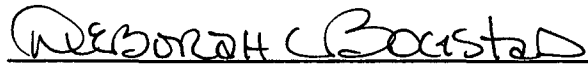
Commissioner Tanya Collier was excused at 11:44 a.m.

**JANN BROWN PRESENTATION ON NEW DEVELOPMENT PROGRAM CARRYOVER AND INFORMATION SYSTEMS DATA COLLECTION. JIM ANDERSON MEASURE 11 UPDATE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. MS. CLAWSON AND RICHARD SCOTT RESPONSE TO BOARD QUESTIONS AND DISCUSSION. VICE-CHAIR KELLEY REQUESTED AN UPDATE ON CONSTRUCTION COSTS. BOARD IDENTIFIED FOLLOW UP ISSUES FOR FURTHER STAFF ELABORATION. VICE-CHAIR KELLEY**

**PROPOSED BUDGET AMENDMENTS OF \$30,000 FOR PRIVATE INDUSTRY COUNCIL (PIC) SUMMER PROGRAMS AND \$50,000 FOR VORP. COMMISSIONER COLLIER PROPOSED BUDGET AMENDMENT TO RESTORE CASA FUNDING. COMMISSIONER HANSEN PROPOSED BUDGET AMENDMENT FOR ANNUALIZATION COST OF THE MORRISON CENTER.**

There being no further business, the meeting was adjourned at 11:52 a.m.

OFFICE OF THE BOARD CLERK  
MULTNOMAH COUNTY, OREGON

  
Deborah L. Bogstad

---

Thursday, May 25, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

Chair Beverly Stein convened the meeting at 9:32 a.m., with Vice-Chair Sharron Kelley and Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.

**CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-8) WAS UNANIMOUSLY APPROVED.**

**SHERIFF'S OFFICE**

- C-1      Package Store OLCC License Change of Ownership Application Submitted by Sheriff's Office with Recommendation for Approval, for PLEASANT VALLEY MARKET, 16880 SE FOSTER ROAD, PORTLAND
- C-2      Ratification of Intergovernmental Agreement Contract 800156 Between Multnomah County and Mt. Hood Community College, Providing ABE/GED Instruction for Inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail, for the Period July 1, 1995 through June 30, 1996

## **AGING SERVICES DIVISION**

- C-3      Ratification of Intergovernmental Revenue Agreement Contract 104645 Between Oregon Senior and Disabled Services Division and Multnomah County, Providing One-Time-Only Title XIX Funds for Personnel and Related Services to Provide Information and Assistance to Medicaid Eligible Clients for Enrollment in the Oregon Health Plan, for the Period November 1, 1994 through June 30, 1995
- C-4      Budget Modification ASD 8 Requesting Authorization to Add One-Time-Only Title XIX (Medicaid) Funds from the State of Oregon, Senior and Disabled Services Division, to Provide Enrollment of Medicaid Eligible Seniors into the Oregon Health Plan
- C-5      Ratification of Intergovernmental Revenue Agreement Contract 104655 Between the Oregon Department of Consumer and Business Services and Multnomah County, Providing Funds to Implement the Senior Health Insurance Benefits Assistance Program to Assist Seniors in Obtaining Health Insurance, Including Medicare, Medicaid and Long Term Care Insurance, for the Period Upon Execution through June 30, 1997

## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-6      ORDER in the Matter of the Execution of Deed D951194 for Repurchase of Tax Acquired Property to Former Owner Robert David Meyer, Personal Representative of the Estate of Gerard J. Meyer, Deceased

**ORDER 95-114.**

- C-7      ORDER in the Matter of the Execution of Deed D951197 for Repurchase of Tax Acquired Property to Former Owner John Keller

**ORDER 95-115.**

## **COMMUNITY AND FAMILY SERVICES DIVISION**

- C-8      Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 105054 Between Clackamas, Multnomah and Washington Counties, Defining the Funding Levels Contributed by Each County and Adding Language Regarding a Regional Acute Care Contracts System, for the Period July 1, 1994 through June 30, 1995

## **REGULAR AGENDA**

## **PUBLIC COMMENT**

- R-1      Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited

to Three Minutes Per Person.

**NO ONE WISHED TO COMMENT.**

**SHERIFF'S OFFICE**

- R-2      Budget Modification MCSO 16a in the Matter of Approval of a Supplemental Budget to Record Increased Revenue in the Concealed Weapons Program

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. LARRY AAB EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-3      Ratification of Intergovernmental Agreement Contract 800146 Between Multnomah County and Portland Community College, Providing ABE/GED Instruction for Inmates within the Multnomah County Detention Center, Courthouse Jail and the Multnomah County Restitution Center, for the Period July 1, 1995 through June 30, 1996

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. COMMISSIONER SALTZMAN ADVISED HE WOULD ABSTAIN FROM VOTING DUE TO HIS POSITION ON THE PORTLAND COMMUNITY COLLEGE BOARD. AGREEMENT APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE, AND COMMISSIONER SALTZMAN ABSTAINING.**

**COMMUNITY AND FAMILY SERVICES DIVISION**

- R-4      PUBLIC HEARING and Consideration of a RESOLUTION in the Matter of Approving the 1995-99 Multnomah County Community Development Plan as a Required Part of the Consolidated Plan, as Well as the 1995-96 Annual Action Plan for the Community Development Block Grant Program and HOME Investment Partnership Program to be Submitted to the Department of Housing and Urban Development

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-4. REY ESPAÑA AND KAREN WHITTLE EXPLANATION. MARGE JOZSA TESTIMONY IN SUPPORT OF NEIGHBORHOOD HEALTH CLINICS. DEBORAH ROSS TESTIMONY IN SUPPORT OF FRIENDSHIP HOMES FAMILY CONSORTIUM. LESLIE HAINES TESTIMONY IN SUPPORT OF**

**EDGEFIELD CHILDREN'S CENTER. DEBORAH WRIGHT TESTIMONY IN SUPPORT OF ADAPT-A-HOME PROJECT. MS. WHITTLE AND CATHY KIYOMURA EXPLANATION IN RESPONSE TO QUESTIONS OF CHAIR STEIN. RESOLUTION 95-116 UNANIMOUSLY APPROVED.**

**AGING SERVICES DIVISION**

- R-5      Budget Modification ASD 5 Requesting Authorization to Transfer Funds from ISD Budget, Granted through the Data Processing Management Committee Project Award, to ASD Budget, to Provide Local Match for Medicaid Funds for the Purchase of Computers and Software**

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. KATHY GILLETTE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-6      Budget Modification ASD 6 Requesting Authorization to Add Title XIX (Medicaid) Funds from the Oregon Senior and Disabled Services Division to the ASD Budget, for the Purchase of Computers and Software**

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. MS. GILLETTE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-7      Budget Modification ASD 7 Requesting Authorization to Add City of Portland Funds to ASD Budget for the Southeast Multi-Cultural Senior Center and the Gatekeeper Program, and Adjusting ASD Budget to Reflect Actual Funds Received**

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. MS. GILLETTE EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-8      Ratification of Intergovernmental Agreement Contract 202025 Between Multnomah County and the City of Wood Village, Providing for Engineering, Contracting and Project Management Services to Construct a City Reservoir Access Road**

**COMMISSIONER COLLIER MOVED AND**

**COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. CHUCK HENLEY EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.**

- R-9      Ratification of Intergovernmental Agreement Contract 302115 Between Metro and Multnomah County, Providing Mapping Services Using Department of Land Conservation and Development Grants for Farm, Forest and Columbia River Gorge National Scenic Areas, for the Period March 17, 1995 through June 30, 1995

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. GORDON HOWARD EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.**

- R-10      ORDER in the Matter of the Grant of a Right-of-Way and Easement on County Tax Title Land in Section 17, T1N, R3E, W.M., Multnomah County, Oregon

**COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-10. BOB OBERST EXPLANATION. ORDER 95-117 UNANIMOUSLY APPROVED.**

**EMPLOYEE SERVICES DIVISION**

- R-11      First Reading of a Proposed ORDINANCE Relating to County Organization; Abolishing the Department of Social Services, Giving Departmental Status to Certain Existing Divisions within that Department, and Updating an Outdated Code Provision Relating to County Organization

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE FIRST READING OF R-11. CURTIS HANSEN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER COLLIER REQUESTED THAT FUTURE FISCAL IMPACT BE IDENTIFIED IN THE EXPLANATION MATERIAL. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, JUNE 1, 1995.**

- R-12      First Reading of a Proposed ORDINANCE Amending Ordinance No. 792, in Order to Add and Delete Exempt Pay Ranges

**PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE FIRST READING OF R-12. MR. SMITH EXPLANATION. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, JUNE 1, 1995.**

**DEPARTMENT OF HEALTH**

- R-13      Request for Approval of a Notice of Intent to Apply for a \$30,000 Grant from the National Library of Medicine to Develop Access to the Internet for Medical Information Purposes**

**COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-13. TOM FRONK EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

- R-14      RESOLUTION in the Matter of Accepting the Proposal Evaluation Report and Recommendation for Awarding an Exclusive Emergency Ambulance Service Contract**

**COMMISSIONER COLLIER ADVISED SHE OBTAINED AN OREGON ETHICS OPINION WHICH DETERMINED SHE HAS NO CONFLICT OF INTEREST DUE TO HER HUSBAND'S POSITION IN A LAW FIRM REPRESENTING UNION. EACH BOARD MEMBER DISCLOSED EX PARTE CONTACTS AND ADVISED THEIR DECISION TODAY WILL NOT BE BIASED. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-14. GARY OXMAN EXPLANATION AND ACKNOWLEDGEMENT OF THE EFFORTS OF BILL COLLINS, EMS STAFF, MIKE WILLIAMS AND EVALUATION COMMITTEE. JOE PARROTT OF GRESHAM FIRE DEPARTMENT TESTIMONY IN SUPPORT OF RECOMMENDATION. LORI HAMM OF CARE AMBULANCE TESTIMONY IN OPPOSITION OF SELECTION PROCESS AND ADVISING OF CARE'S INTENTION TO APPEAL SAME. LARRY KRESSEL RESPONSE TO QUESTION OF CHAIR STEIN, ADVISING A RESPONSE TO CARE'S APPEAL IS NOT APPROPRIATE AT THIS TIME. DAVID SMALLWOOD TESTIMONY IN SUPPORT OF EXPERT**

PANEL, UNBIASED PROCESS AND RESOLUTION. TIM RAMIS TESTIMONY ADVISING IT IS HIS OPINION CARE AMBULANCE HAS NO STANDING FOR FILING AN APPEAL. TRACE SKEEN TESTIMONY IN SUPPORT OF RESOLUTION AND ACKNOWLEDGEMENT OF EFFORTS OF BOARD MEMBERS AND STAFF. COMMISSIONER SALTZMAN COMMENTS COMMENDING STAFF FOR UNBIASED, COMPETITIVE PROCESS. COMMISSIONER COLLIER COMMENTS ACKNOWLEDGING EFFORTS OF INDIVIDUALS AND PRIOR AND PRESENT BOARD MEMBERS RESULTING IN REDUCED COST OF AMBULANCE RIDES TO PUBLIC. VICE-CHAIR KELLEY ADVISED SHE CONCURS WITH HER COLLEAGUES AND HOPES HEALING WILL OCCUR NOW. RESOLUTION 95-118 UNANIMOUSLY APPROVED.

**NON-DEPARTMENTAL**

- R-15      Budget Modification NOND 12 Requesting Authorization to Increase Revenues and Expenditures by \$1,200 within the County Counsel Division Budget, for Participation in the Oregon State Bar Minority Clerkship Stipend Program

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-15. LARRY KRESSEL EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-16      RESOLUTION in the Matter of Using Shared Funds to Assist in Developing Affordable Housing Projects

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-16. BILL FARVER AND DAVE WARREN EXPLANATION. JAN SAVIDGE TESTIMONY IN SUPPORT. REY ESPAÑA TESTIMONY IN SUPPORT AND RESPONSE TO BOARD QUESTIONS. CATHY BRIGGS TESTIMONY IN SUPPORT. MR. WARREN RESPONSE TO BOARD QUESTIONS. CHAIR STEIN COMMENTS IN SUPPORT. RESOLUTION 95-119 UNANIMOUSLY APPROVED.

- R-17      Ratification of Intergovernmental Agreement Contract 500016 Between the State of Oregon Office of State Fire Marshall, the City of Gresham and



Multnomah County, for Participation in Regional Hazardous Materials Emergency Response Team Services, for the Period Upon Execution through June 30, 1995

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-17. PENNY MALMQUIST EXPLANATION. CHAIRSTEIN ACKNOWLEDGED MS. MALMQUIST'S WORK AND ADVISED MIKE GILSDORF HAS BEEN APPOINTED INTERIM EMERGENCY MANAGEMENT SERVICES DIRECTOR. AGREEMENT UNANIMOUSLY APPROVED.**

- R-18      Ratification of Intergovernmental Agreement Contract 500026, Providing Regional Emergency Management Group Services Between Jurisdictions within Washington, Multnomah, Clackamas and Columbia Counties in Oregon, and Clark County Washington, and Approval of the 1995-1996 Proposed Workplan

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-18. MS. MALMQUIST EXPLANATION. CHAIRSTEIN APPOINTED MICHAEL GILDORF AS MULTNOMAH COUNTY'S TECHNICAL REPRESENTATIVE TO THE REGIONAL EMERGENCY MANAGEMENT GROUP. AGREEMENT UNANIMOUSLY APPROVED.**

- R-19      Ratification of Intergovernmental Agreement Contract 500036 Between the City of Portland, Multnomah County and Union Pacific Railroad, Providing 800 MHz, Simulcast and Trunking Radio Services

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-19. MS. MALMQUIST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED. COMMISSIONER COLLIER THANKED MS. MALMQUIST AND STAFF FOR THEIR WORK.**

The regular meeting was adjourned at 10:55 a.m. and the briefing convened at 11:00 a.m.

---

Thursday, May 25, 1995  
**(IMMEDIATELY FOLLOWING REGULAR MEETING)**  
Multnomah County Courthouse, Room 602

**BOARD BRIEFINGS**

- B-1 Washington-Multnomah Counties Regional Strategies Board Presentation on the Strategic Plan Update and Recommended 1995-1997 Action Plan. Presented by Board Co-Chairs Patricia Scruggs and Jack Orchard.

**PATRICIA SCRUGGS INTRODUCED MARSHA DOUGLAS, JOHN HALL AND MORGAN POPE. MS. SCRUGGS PRESENTATION. MS. DOUGLAS, MR. POPE AND MS. SCRUGGS RESPONSE TO BOARD QUESTIONS AND COMMENTS.**

Commissioner Collier was excused at 11:15 a.m.

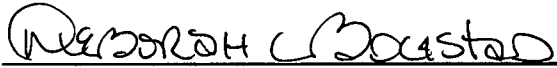
**MR. HALL PRESENTATION AND RESPONSE TO BOARD QUESTIONS. MS. SCRUGGS ADVISED THE PLAN WILL BE ON THE REGULAR AGENDA FOR BOARD APPROVAL ON THURSDAY, JUNE 1, 1995.**

- B-2 Community Action Placement Task Force Report. Presented by Katie Gaetjens, Jerralynn Ness, Jan Savidge, Lorenzo Poe and Rey España.

**JAN SAVIDGE INTRODUCED COMMUNITY ACTION MEMBERS. JERRALYNN NESS AND MS. SAVIDGE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. LOLENZO POE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. REY ESPAÑA COMMENTS AND RESPONSE TO BOARD QUESTIONS. TASK FORCE TO PUT TOGETHER RECOMMENDATION FOR FUTURE BOARD CONSIDERATION.**

There being no further business, the meeting was adjourned at 12:30 p.m.

OFFICE OF THE BOARD CLERK  
MULTNOMAH COUNTY, OREGON

  
Deborah L. Bogstad



# MULTNOMAH COUNTY OREGON

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

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

## **AGENDA**

### **MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS**

#### **FOR THE WEEK OF**

**MAY 22, 1995 - MAY 26, 1995**

*Tuesday, May 23, 1995 - 9:30 AM - Budget Session . . . . . Page 2*

*Tuesday, May 23, 1995 - 1:30 PM - Planning Items . . . . . Page 2*

*Tuesday, May 23, 1995 - 3:30 PM - Budget Session . . . . . Page 2*

**(IMMEDIATELY FOLLOWING PLANNING ITEMS)**

*Wednesday, May 24, 1995 - 9:30 AM - Budget Session . . . . . Page 2*

*Thursday, May 25, 1995 - 9:30 AM - Regular Meeting . . . . . Page 3*

*Thursday, May 25, 1995 - Board Briefings . . . . . Page 6*

**(IMMEDIATELY FOLLOWING REGULAR MEETING)**

*Thursday Meetings of the Multnomah County Board of Commissioners are  
\*cablecast\* live and taped and can be seen by Cable subscribers in Multnomah County  
at the following times:*

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

*Friday, 10:00 PM, Channel 30*

*Sunday, 1:00 PM, Channel 30*

*\*Produced through Multnomah Community Television\**

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

*Tuesday, May 23, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BUDGET SESSION**

*WS-1 Multnomah County Sheriff's Office Budget Overview, Highlights and Action Plans. MCSO Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers. 2.5 HOURS REQUESTED.*

---

*Tuesday, May 23, 1995 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**PLANNING ITEMS**

*P-1 SEC 8-94 DE NOVO HEARING, with Testimony Limited to 20 Minutes Per Side, Including Rebuttal, in the Matter of an Appeal of the April 3, 1995 Hearings Officer Decision AFFIRMING, AND MODIFYING the Planning Director Decision and DENYING an Appeal in the Matter of APPROVING, Subject to Conditions, a Requested Significant Environmental Concern (SEC) Permit for an Addition to an Existing Single Family Dwelling, for Property Located at 5830 NW CORNELL ROAD. 2 HOURS REQUESTED.*

---

*Tuesday, May 23, 1995  
**(IMMEDIATELY FOLLOWING PLANNING ITEMS)**  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BUDGET SESSION**

*WS-2 District Attorney's Office Budget Overview, Highlights and Action Plans. DA Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers. 1.5 HOURS REQUESTED.*

---

*Wednesday, May 24, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BUDGET SESSION**

*WS-3 Juvenile Justice Division Budget Overview, Highlights and Action Plans. JJD*

*Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1995-96 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers. 2.5 HOURS REQUESTED.*

---

*Thursday, May 25, 1995 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**REGULAR MEETING**

**CONSENT CALENDAR**

**SHERIFF'S OFFICE**

- C-1      Package Store OLCC License Change of Ownership Application Submitted by Sheriff's Office with Recommendation for Approval, for PLEASANT VALLEY MARKET, 16880 SE FOSTER ROAD, PORTLAND*
- C-2      Ratification of Intergovernmental Agreement Contract 800156 Between Multnomah County and Mt. Hood Community College, Providing ABE/GED Instruction for Inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail, for the Period July 1, 1995 through June 30, 1996*

**AGING SERVICES DIVISION**

- C-3      Ratification of Intergovernmental Revenue Agreement Contract 104645 Between Oregon Senior and Disabled Services Division and Multnomah County, Providing One-Time-Only Title XIX Funds for Personnel and Related Services to Provide Information and Assistance to Medicaid Eligible Clients for Enrollment in the Oregon Health Plan, for the Period November 1, 1994 through June 30, 1995*
- C-4      Budget Modification ASD 8 Requesting Authorization to Add One-Time-Only Title XIX (Medicaid) Funds from the State of Oregon, Senior and Disabled Services Division, to Provide Enrollment of Medicaid Eligible Seniors into the Oregon Health Plan*
- C-5      Ratification of Intergovernmental Revenue Agreement Contract 104655 Between the Oregon Department of Consumer and Business Services and Multnomah County, Providing Funds to Implement the Senior Health Insurance Benefits Assistance Program to Assist Seniors in Obtaining Health Insurance, Including Medicare, Medicaid and Long Term Care Insurance, for the Period Upon Execution through June 30, 1997*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-6      *ORDER in the Matter of the Execution of Deed D951194 for Repurchase of Tax Acquired Property to Former Owner Robert David Meyer, Personal Representative of the Estate of Gerard J. Meyer, Deceased*
- C-7      *ORDER in the Matter of the Execution of Deed D951197 for Repurchase of Tax Acquired Property to Former Owner John Keller*

#### **COMMUNITY AND FAMILY SERVICES DIVISION**

- C-8      *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 105054 Between Clackamas, Multnomah and Washington Counties, Defining the Funding Levels Contributed by Each County and Adding Language Regarding a Regional Acute Care Contracts System, for the Period July 1, 1994 through June 30, 1995*

#### **REGULAR AGENDA**

#### **PUBLIC COMMENT**

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

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

- R-2      *Budget Modification MCSO 16a in the Matter of Approval of a Supplemental Budget to Record Increased Revenue in the Concealed Weapons Program*
- R-3      *Ratification of Intergovernmental Agreement Contract 800146 Between Multnomah County and Portland Community College, Providing ABE/GED Instruction for Inmates within the Multnomah County Detention Center, Courthouse Jail and the Multnomah County Restitution Center, for the Period July 1, 1995 through June 30, 1996*

#### **COMMUNITY AND FAMILY SERVICES DIVISION**

- R-4      *PUBLIC HEARING and Consideration of a RESOLUTION in the Matter of Approving the 1995-99 Multnomah County Community Development Plan as a Required Part of the Consolidated Plan, as Well as the 1995-96 Annual Action Plan for the Community Development Block Grant Program and HOME Investment Partnership Program to be Submitted to the Department of Housing and Urban Development*

#### **AGING SERVICES DIVISION**

- R-5      *Budget Modification ASD 5 Requesting Authorization to Transfer Funds from ISD Budget, Granted through the Data Processing Management Committee Project Award, to ASD Budget, to Provide Local Match for Medicaid Funds for the Purchase of Computers and Software*

- R-6      *Budget Modification ASD 6 Requesting Authorization to Add Title XIX (Medicaid) Funds from the Oregon Senior and Disabled Services Division to the ASD Budget, for the Purchase of Computers and Software*
- R-7      *Budget Modification ASD 7 Requesting Authorization to Add City of Portland Funds to ASD Budget for the Southeast Multi-Cultural Senior Center and the Gatekeeper Program, and Adjusting ASD Budget to Reflect Actual Funds Received*

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

- R-8      *Ratification of Intergovernmental Agreement Contract 202025 Between Multnomah County and the City of Wood Village, Providing for Engineering, Contracting and Project Management Services to Construct a City Reservoir Access Road*
- R-9      *Ratification of Intergovernmental Agreement Contract 302115 Between Metro and Multnomah County, Providing Mapping Services Using Department of Land Conservation and Development Grants for Farm, Forest and Columbia River Gorge National Scenic Areas, for the Period March 17, 1995 through June 30, 1995*
- R-10     *ORDER in the Matter of the Grant of a Right-of-Way and Easement on County Tax Title Land in Section 17, T1N, R3E, W.M., Multnomah County, Oregon*

#### **EMPLOYEE SERVICES DIVISION**

- R-11     *First Reading of a Proposed ORDINANCE Relating to County Organization; Abolishing the Department of Social Services, Giving Departmental Status to Certain Existing Divisions within that Department, and Updating an Outdated Code Provision Relating to County Organization*
- R-12     *First Reading of a Proposed ORDINANCE Amending Ordinance No. 792, in Order to Add and Delete Exempt Pay Ranges*

#### **DEPARTMENT OF HEALTH**

- R-13     *Request for Approval of a Notice of Intent to Apply for a \$30,000 Grant from the National Library of Medicine to Develop Access to the Internet for Medical Information Purposes*
- R-14     *RESOLUTION in the Matter of Accepting the Proposal Evaluation Report and Recommendation for Awarding an Exclusive Emergency Ambulance Service Contract*

#### **NON-DEPARTMENTAL**

- R-15     *Budget Modification NOND 12 Requesting Authorization to Increase Revenues*

*and Expenditures by \$1,200 within the County Counsel Division Budget, for Participation in the Oregon State Bar Minority Clerkship Stipend Program*

- R-16 RESOLUTION in the Matter of Using Shared Funds to Assist in Developing Affordable Housing Projects*
  - R-17 Ratification of Intergovernmental Agreement Contract 500016 Between the State of Oregon Office of State Fire Marshall, the City of Gresham and Multnomah County, for Participation in Regional Hazardous Materials Emergency Response Team Services, for the Period Upon Execution through June 30, 1995*
  - R-18 Ratification of Intergovernmental Agreement Contract 500026, Providing Regional Emergency Management Group Services Between Jurisdictions within Washington, Multnomah, Clackamas and Columbia Counties in Oregon, and Clark County Washington, and Approval of the 1995-1996 Proposed Workplan*
  - R-19 Ratification of Intergovernmental Agreement Contract 500036 Between the City of Portland, Multnomah County and Union Pacific Railroad, Providing 800 MHz, Simulcast and Trunking Radio Services*
- 

*Thursday, May 25, 1995*

**(IMMEDIATELY FOLLOWING REGULAR MEETING)**

*Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BOARD BRIEFINGS**

- B-1 Washington-Multnomah Counties Regional Strategies Board Presentation on the Strategic Plan Update and Recommended 1995-1997 Action Plan. Presented by Board Co-Chairs Patricia Scruggs and Jack Orchard. 30 MINUTES REQUESTED.*
- B-2 Community Action Placement Task Force Report. Presented by Katie Gaetjens, Jerralynn Ness, Jan Savidge, Lorenzo Poe and Rey España. 30 MINUTES REQUESTED.*



TANYA COLLIER  
Multnomah County Commissioner  
District 3



1120 SW Fifth St., Suite 1500  
Portland, OR 97204  
(503) 248-5217

## M E M O R A N D U M

---

TO: Board Clerks  
Chair, Beverly Stein  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: May 25, 1995

SUBJECT: Early Departure from May 25, 1995 Board Meeting

---

This is to inform you that I will be leaving immediately after the regular Board meeting and will not be present for the Regional Strategies Board presentation and the Community Action Placement Task Force Report.

I would request that I receive a copy of the tape from these briefings and that all materials distributed get forwarded to my office.

Thank you.

TC:sf

15480 OF  
COUNTY COMMISSIONER  
1995 MAY 25 AM 8:43  
MULTNOMAH COUNTY  
OREGON



# Multnomah County Sheriff's Office

JOHN BUNNELL  
SHERIFF

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

(503) 255-3600

MEETING DATE MAY 25 1995

AGENDA NO. C-1

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

Subject: CHANGE OWNERSHIP, PACKAGE STORE

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

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

REGULAR MEETING Date Requested: \_\_\_\_\_

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

DEPARTMENT Sheriff's Office DIVISION INTELLIGENCE UNIT

CONTACT Sergeant Bob Barnhart TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Barnhart

### ACTION REQUESTED:

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

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

THIS IS AN OLCC CHANGE OF OWNERSHIP APPLICATION. NEITHER MR. SANG RAE CHO NOR MS. MYONG OK CHO HAVE ANY CRIMINAL HISTORY.

5/26/95 ORIGINAL TO Sgt. Bob Barnhart

### SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: \_\_\_\_\_

*RA Barnhart*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
1995 MAY 18 AM 10:34  
MULTNOMAH COUNTY  
OREGON

## APPLICATION

STATE OF OREGON  
OREGON LIQUOR CONTROL COMMISSION

Return To:

## GENERAL INFORMATION

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

## (THIS SPACE IS FOR OLCC OFFICE USE)

Application is being made for:

- |   |  |
|---|--|
| <input type="checkbox"/> DISPENSER, CLASS A             | <input type="checkbox"/> Add Partner                 |
| <input type="checkbox"/> DISPENSER, CLASS B             | <input type="checkbox"/> Additional Privilege        |
| <input type="checkbox"/> DISPENSER, CLASS C             | <input type="checkbox"/> Change Location             |
| <input checked="" type="checkbox"/> PACKAGE STORE       | <input checked="" type="checkbox"/> Change Ownership |
| <input type="checkbox"/> RESTAURANT                     | <input type="checkbox"/> Change of Privilege         |
| <input type="checkbox"/> RETAIL MALT BEVERAGE           | <input type="checkbox"/> Greater Privilege           |
| <input type="checkbox"/> SEASONAL DISPENSER             | <input type="checkbox"/> Lesser Privilege            |
| <input type="checkbox"/> WHOLESALE MALT BEVERAGE & WINE | <input type="checkbox"/> New Outlet                  |
| <input type="checkbox"/> WINERY                         | <input type="checkbox"/> Other                       |

OTHER:

Applic. rec'd 04-25-95; 90 day auth.  
issued eff. 04-25-95; \$27.50 paid; rec-  
eipt #7519 *James H. Steiner*

## (THIS SPACE IS FOR CITY OR COUNTY USE)

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

THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY

COURT OF MULTNOMAH COUNTY

(Name of City or County)

RECOMMENDS THAT THIS LICENSE BE: GRANTED X

DENIED

DATE MAY 25, 1995

BY

(Signature)

TITLE BEVERLY STEIN, COMMISSION CHAIR

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

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

- 1) Sung Rae, CHO 2) Myong OK. CHO  
Middle Last First  
3) \_\_\_\_\_ 4) \_\_\_\_\_  
5) \_\_\_\_\_ 6) \_\_\_\_\_

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

2. Present Trade Name Pleasant Valley Market3. New Trade Name Same as aboveYear filed \_\_\_\_\_  
with Corporation Commissioner4. Premises address 16880 SE FOSTER Rd PORTLAND OR 97236

(Number, Street, Rural Route)

(City)

(County)

(State)

(Zip)

5. Business mailing address Same as above

(P.O. Box, Number, Street, Rural Route)

(City)

(State)

(Zip)

6. Was premises previously licensed by OLCC? Yes ✓ No \_\_\_\_\_ Year 19957. If yes, to whom: Yang OH SON Type of license: \_\_\_\_\_8. Will you have a manager: Yes \_\_\_\_\_ No ✓ Name \_\_\_\_\_

(Manager must fill out Individual History)

9. Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes \_\_\_\_\_ No ✓10. What is the local governing body where your premises is located? PORTLAND

(Name of City or County)

11. OLCC representative making investigation may contact: Sung Rae CHO

(Name)

17310 SE Naegeli DRIVE PORTLAND OR 97236 667-0147

(Address)

(Tel. No. — home, business, message)

206-536-9236

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

DATE 4-24-95

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

- 1) cho Sung Rae  
2) myong ok cho  
3) \_\_\_\_\_  
4) \_\_\_\_\_  
5) \_\_\_\_\_  
6) \_\_\_\_\_

INDIVIDUAL HISTORY  
& TIED HOUSE DISCLOSURE

STATE OF OREGON  
OREGON LIQUOR CONTROL COMMISSION

TRADE NAME Pleasant Valley Market

CITY/COUNTY PORTLAND

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

1. Name CHO Sang Rae  
(Last) (First) (Middle)

2. Other names used \_\_\_\_\_  
(Maiden) (Other)

3. Home Address 17710 SE Naegeli Drive PORTLAND OR 97236  
(Number and Street) (City) (State) (Zip)

4. SSN 064-60-8366 Place of Birth Korea Date of Birth 10-27-61

5. Sex M Height 5-7 Weight 155 Hair Color Black Eye Color Brown Age 33

6. US Citizen: Yes \_\_\_\_\_ No ☒ Alien Reg. # A-035482825 Spouse Name Myong OK CHO X

7. Home phone \_\_\_\_\_ Business phone 667-0147

CRIMINAL RECORD

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

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more than \$50.00 was imposed.)

Yes ☒ No \_\_\_\_\_

9. Do you have arrests or citations pending? Yes \_\_\_\_\_ No ☒

10. If you have answered "Yes" to 8 or 9 list below:

OFFENSE	DATE	CITY & STATE	RESULT
RECKLESS DRIVING	04-30-93	PIERCE COUNTY, WA	PAID \$500.00 FINE

(ATTACH ADDITIONAL SHEET IF NECESSARY)

DIVERSION/TREATMENT

11. Have you ever entered into a Diversion Agreement? Yes \_\_\_\_\_ No ☒

Where and When? \_\_\_\_\_

12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes \_\_\_\_\_ No ☒

Where and When? \_\_\_\_\_

EMPLOYMENT & RESIDENCE HISTORY

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

Dates by Month/Year	Employer or Business	Occupation	City & State
From Feb 1992 To Present	HARDEL PLYWOOD	LIFT OPERATOR	CYMPIA WA
From March 1986 To Dec 1990	HANA LIMO SERVICE	DISPATCHER	NY NY

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

Dates by Month/Year	City	State
From April 1993 To Present	15218 16TH AVE	TACOMA WA 98446
From Oct 1991 To March 1993	513 110TH ST	PORTLAND OR 97245

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)

15. Are you presently or have you been licensed or employed in the liquor business?

Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

16. Is your spouse or any family member(s) working in any area of the liquor industry?

Yes \_\_\_\_\_ No ☒ If Yes, give: \_\_\_\_\_  
(Name) (Name of Business) (City & State)

17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permittee? Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits? Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor? (Do not include this business) Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

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

SIGNATURE: Cho Sang Rae owner DATE 4-24-95  
TITLE (Manager, Owner, Corp. Officer)

INDIVIDUAL HISTORY  
& TIED HOUSE DISCLOSURE

STATE OF OREGON  
OREGON LIQUOR CONTROL COMMISSION

TRADE NAME Pleasant Valley Market

CITY/COUNTY PORTLAND

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

1. Name CHO MYONG OK  
(Last) (First) (Middle)

2. Other names used \_\_\_\_\_  
(Maiden) (Other)

3. Home Address 17310 SE Naegeli Drive PORTLAND OR 97236  
(Number and Street) (City) (State) (Zip)

4. SSN 536-94-8911 Place of Birth Korea Date of Birth 08-30-65

5. Sex F Height 5-2 Weight 125 Hair Color Black Eye Color Brown Age 29

6. US Citizen: Yes \_\_\_\_\_ No ☒ Alien Reg. # A-38490752 Spouse Name Sang Rae CHO

7. Home phone \_\_\_\_\_ Business phone 667-0147

CRIMINAL RECORD

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

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more than \$50.00 was imposed.)

Yes \_\_\_\_\_ No ☒

9. Do you have arrests or citations pending? Yes \_\_\_\_\_ No ☒

10. If you have answered "Yes" to 8 or 9 list below:

OFFENSE	DATE	CITY & STATE	RESULT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

DIVERSION/TREATMENT

11. Have you ever entered into a Diversion Agreement? Yes \_\_\_\_\_ No ☒  
Where and When? \_\_\_\_\_

12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes \_\_\_\_\_ No ☒  
Where and When? \_\_\_\_\_

EMPLOYMENT & RESIDENCE HISTORY

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

Dates by Month/Year	Employer or Business	Occupation	City & State
From <u>May 1991</u> To <u>Present</u>	<u>OLYMPIC UNIFORMS INC</u>	<u>Sewing</u>	<u>TACOMA WA</u>
From _____ To _____			
From _____ To _____			

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

From	To	City	State
From <u>April 1993</u> To <u>Present</u>	<u>15218 16TH AVE</u>	<u>TACOMA</u>	<u>WA 98445</u>
From <u>Oct 1991</u> To <u>March 1993</u>	<u>513 110TH ST</u>	<u>CAST BAY</u>	<u>TACOMA WA 98445</u>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)

15. Are you presently or have you been licensed or employed in the liquor business?

Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

16. Is your spouse or any family member(s) working in any area of the liquor industry?

Yes \_\_\_\_\_ No ☒ If Yes, give: \_\_\_\_\_  
(Name) (Name of Business) (City & State)

17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permittee? Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits? Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor? (Do not include this business) Yes \_\_\_\_\_ No ☒ Where & When? \_\_\_\_\_

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

SIGNATURE: [Signature] TITLE (Manager, Owner, Corp. Officer) Owner

DATE 4-24-95

Contract # 800156

MEETING DATE: MAY 2 5 1995

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: IGA between Mt. Hood Community College and the Sheriff's Office

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

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

REGULAR MEETING: Date Requested: May 18, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: John Bunnell, Sheriff

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Intergovernmental Agreement between Mt. Hood Community College and the Sheriff's Office to provide ABE/GED instruction for inmates within the Multnomah County Correctional Facility (MCCF) and the Multnomah County Inverness Jail (MCIJ). RENEWAL.

5/26/95 ORIGINALS TO LARRY AAB

**CONSENT**

**SIGNATURE REQUIRED:**

ELECTED OFFICIAL: John Bunnell se  
OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/5222  
0516C/63

MULTNOMAH COUNTY  
0516C/63  
1995 MAY 18 10 04  
CLERK

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800156

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-2</u> DATE <u>5/25/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department SHERIFF'S OFFICE Division CORRECTIONS Date APRIL 28, 1995  
 Contract Originator BILL WOOD Phone 248-3256 Bldg/Room 119/307  
 Administrative Contact LARRY AAB Phone 251-2489 Bldg/Room 313/231  
 Description of Contract PROVIDE ABE/GED INSTRUCTION FOR INMATES WITHIN THE MULTNOMAH COUNTY  
CORRECTIONAL FACILITY AND THE MULTNOMAH COUNTY INVERNESS JAIL.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name MT. HOOD COMMUNITY COLLEGE  
 Mailing Address 26000 SE STARK ST  
GRESHAM OR 97030  
 Phone 667-7333  
 Employer ID# or SS# 1-93-0546890-AL  
 Effective Date JULY 1, 1995  
 Termination Date JUNE 30, 1996  
 Original Contract Amount \$ 33,144.00  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt  
☐ Monthly \$ \_\_\_\_\_ ☐ Net 30  
☒ Other \$ AS BILLED ☐ Other \_\_\_\_\_  
☐ Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
☐ Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]  
 Purchasing Director [Signature]  
 (Class II Contracts Only)  
 County Counsel [Signature]  
 County Chair / Sheriff [Signature]  
 Contract Administration [Signature]  
 (Class I, Class II Contracts Only)

Encumber: Yes ☐ No ☐Date 5/8/95

Date \_\_\_\_\_

Date 5/18/95Date 5/25/95

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB OBG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	169	025	4110			6110				14,337.00	
02.	168	025	4043		CIMP	6110				16,807.00	
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATOR

PINK - FINANCE

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and Mt. Hood Community College ("MHCC"). As used in this Agreement, MCSO, COUNTY and MHCC will be referred to collectively as the "parties."

### RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the Mt. Hood Community College District is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, ORS 341.315 provides that and county may contract with community college district to provide services of an educational nature; and

WHEREAS, Mt. Hood Community College is a college sanctioned by the State of Oregon, that provides GED instruction and testing, and maintains a GED/ABE/ESL instructional program both on campus and in other locations; and



WHEREAS, the MCSO desires to maintain a GED/ABE/ESL instructional program for inmates in MCSO Correctional Facilities.

IN CONSIDERATION of those mutual promises and terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

DESCRIPTION OF SERVICES

1. Mt. Hood Community College agrees to perform as follows:

A. Multnomah County Inverness Jail - 36 hours per week of GED/ABE instruction provided by an instructor, 12 hrs/wk of ESL Instruction, and an additional 12 hours per week of instruction provided by a tutor (42 weeks per year).

B. Multnomah County Correctional Facility - 8 hours per week of GED/ABE/ESL instruction provided by an instructor (42 weeks per year).

C. Maintain one half of the service hours noted in sections 1 and 2 above at no cost to the MCSO.

D. All instructional personnel must allow a criminal records check to be performed and must be cleared for jail access by the MCSO prior to being considered approved as an instructor in the MCSO facilities.

E. GED/ABE/ESL instruction shall be provided within the identified correctional facilities on an hourly schedule jointly developed by Mt. Hood Community College and the MCSO.

1 F. Educational personnel shall utilize the assistance of  
2 screened volunteers to maximize the educational program  
3 for inmates.

4 G. Mt. Hood Community College agrees to maintain and  
5 provide the MCSO necessary statistical information  
6 regarding the persons tutored, sessions held and other  
7 information necessary to maintain instructional  
8 reports.

9 2. MCSO agrees to perform as follows:

10 A. The MCSO, Corrections Branch, shall consider for jail  
11 clearance all instructors referred by Mt. Hood  
12 Community College for facility assignment. An approval  
13 or disapproval decision shall be provided to Mt. Hood  
14 Community College.

15 B. The MCSO shall provide assistance in the development of  
16 an instructional schedule, screen potential volunteers,  
17 and provide assistance necessary to operate within a  
18 correctional facility.

19 C. The MCSO agrees to provide Mt. Hood Community College  
20 reports necessary to maintain adequate time and  
21 employee records.

22 D. The MCSO shall provide a reasonably safe working  
23 environment for instructors in a corrections context.  
24 MHCC acknowledges there is a risk assumed when its  
25 instructors enter a correctional institution, and shall  
26 direct its instructors to obey all directions from  
27

corrections officers, and that failure to obey the orders of corrections officers may result in risk of injury or harm.

COMPENSATION.

3. For the duration of this Agreement the MCSO shall pay to MHCC, upon receipt of a monthly request for payment, one half of the costs of the instructional hours provided, at a rate of \$24.98 per hour for instruction and \$14.07 per hour for a tutor. Fees paid under this Agreement shall not exceed \$33,144.00

OTHER CONDITIONS

4. The parties agree that any and all instructors from MHCC are employees of MHCC and are not employees, agents, or representatives of the MCSO for any purpose.

5. The parties agree that this Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

6. The parties agree to comply with all applicable requirements of Federal and State civil rights law and rehabilitation statutes.

7. If MHCC is determined by Multnomah County to be a sub-recipient of federal funds passed through Multnomah County, the contractor will submit an annual federal compliance

audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public law 98-502, to non-profit organizations.

8. The parties shall maintain worker's compensation insurance coverage for all its personnel, either as a carrier or self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

INDEMNIFICATION AND LIABILITY

9. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless MHCC, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this Agreement.

10. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MHCC shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MHCC personnel acting pursuant to the terms of this Agreement.

CONTRACT MODIFICATION AND TERMINATION

11. This Agreement shall begin on July 1, 1995 and terminate June 30, 1996.

12. MCSO, by written notice of default, may terminate this agreement if MHCC fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
13. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.
14. Upon termination before completion of the services, payment to MHCC shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by MHCC against the MCSO under this agreement.
15. Termination under any provision of this paragraph shall not affect any right, obligation or liability of MHCC which accrued prior to termination.
16. MHCC and MCSO agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both MHCC and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

DISPUTE RESOLUTION

17. While the parties have attempted to make an Agreement anticipating and addressing their concerns, MCSO, COUNTY and MHCC acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. MCSO, COUNTY

and MHCC agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.

18. MCSO, COUNTY and MHCC agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

19. The Multnomah County Sheriff designates Bill Wood, Programs Division Commander, Corrections Branch, to represent MCSO in all matters pertaining to administration of this Agreement.

20. MHCC designates Dr. Eleanor M. Brown, Dean of Student Development, to represent MHCC in all matters pertaining to administration of this Agreement.

21. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Contract No. 800156

John Bunnell  
Multnomah County Sheriff  
12240 NE Glisan Street  
Portland, OR 97230

Pam Arsenault  
Mt. Hood Community College  
26000 SE Stark St.  
Gresham, OR 97030

IN WITNESS WHEREOF, the parties have caused this Agreement  
to be executed by their duly appointed officers on the date  
written below.

MULTNOMAH COUNTY, OREGON

By: *Beverly Stein*  
Beverly Stein, Chair

Date: May 25, 1995

MT. HOOD COMMUNITY COLLEGE

By: \_\_\_\_\_  
Dr. Eleanor M. Brown, Dean  
of Student Development

Federal ID#: 1-93-0546890-AL

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Bunnell, Sheriff

By: \_\_\_\_\_  
Dr. William E. Becker, Dean  
of Administrative Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By: *Laurence Kressel*  
Jacqueline Weber

Date: 5/14/95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 5/25/95  
DEB BOGSTAD  
BOARD CLERK

Meeting Date: MAY 25 1995

Agenda No: C-3

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: Intergovernmental Revenue Agreement #104645 with State Senior and Disabled Services for Oregon Health Plan client counseling

BOARD BRIEFING Date Requested:  
Amount of time:

REGULAR MEETING Date Requested: June 1, 1995  
Amount of time: 5 minutes

DEPARTMENT: AGING SERVICES DIVISION: Aging Services

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Carol Rex

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Aging Services Division requests approval for intergovernmental revenue agreement #104645 (State #40858) in the amount of \$136,325 from the State of Oregon Senior and Disabled Services Division (SDSD) for a one-time-only grant through June 30, 1995. The grant is retroactive to November 1, 1994.

The purpose of the grant is to allow eligible clients to access services provided by the second phase of the Oregon Health Plan (OHP) through managed care options.

The Aging Services Division has hired a coordinator and nine health choice counselors on a temporary basis to carry out the work of this grant. The counselors talk with Medicaid-eligible clients about their options in the Oregon Health Plan, assist clients to enroll in the health plan of their choice, and provide education about how to access and utilize managed care. The service is provided in groups, the Branch offices, or in the homes of persons needing the assistance.

Funds are available from federal Title XIX of the Social Security Act. A modification to the FY94-95 Budget is in process. Funds are used for personnel, interpretation, and materials and services. Indirect funds are included. No additional County funds are required.

SIGNATURES REQUIRED:

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

OR  
DEPARTMENT MANAGER: James M. E. Bonnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222  
0516C/63  
bcc95.ohp





# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Beverly Stein, Board Chair  
FROM: Jim McConnell, Director *Jim McConnell*  
DATE: May 15, 1995  
SUBJECT: Revenue Contract #104645 from State of Oregon Senior and Disabled Services Division

Retroactive Status: This contract is retroactive to November 1, 1994. Contract processing was delayed to work out details of budgeting funds.

I.Recommendation: The Aging Services Division recommends Board approval of the attached intergovernmental revenue agreement #104645 with the State of Oregon Senior and Disabled Services Division for the period November 1, 1994 through June 30, 1995.

II.Analysis/Background: Phase two of the Oregon Health Plan for older and disabled residents was implemented in January 1995. The State of Oregon Senior and Disabled Services Division made available one-time-only Title XIX funds for staff to inform eligible persons of their options under the Oregon Health Plan, to assist them to choose an appropriate health plan, and to educate persons on how to access and utilize managed care.

The Aging Services Division hired a coordinator and 9 staff to carry out this program for initial enrollments. Staff were trained and assigned to meet with eligible persons in groups, at the four ASD Branch offices, or in the homes of individuals. Case Managers will provide this service on an ongoing basis after the grant ends June 30, 1995.

III. Fiscal Impact: Funds are available in the amount of \$136,325 through a one-time only Title XIX grant from State Senior and Disabled Services Division. A modification to the FY94-95 Budget is in process. Indirect costs are included. No additional County funds are required.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: Part of implementation of Oregon Health Plan and Medicaid program.

VII. Citizen Participation: NA

VIII Other Government Participation: Part of state and federal programs provided through local government.

tl95.ohp

**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104645

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-3</u> DATE <u>5/25/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Aging Services Division Division ASD Date May 15, 1995Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorAdministrative Contact Caroline Sullivan, Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorDescription of Contract One-time-only Title XIX for personnel and related services to provide information and assistance to medicaid eligible for enrollment in the Oregon Health Plan.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Senior and Disabled Services DivisionMailing Address 500 Summer Street NE  
Salem OR 97310-1015Phone (503) 945-5811

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

Effective Date November 1, 1994Termination Date June 30, 1995Original Contract Amount \$ 136,325

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

Amount of Amendment \$ 136,325

Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

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

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☒ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager James W. E. ConnellPurchasing Director  
(Class II Contracts Only) Kate HartzCounty Counsel Michelle Klein

County Chair / Sheriff \_\_\_\_\_

Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Encumber: Yes ☐ No ☐Date May 15, 1995

Date \_\_\_\_\_

Date 5/18/95Date May 25, 1995

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1905			2609			<u>TITLE XIX</u> <u>Oregon Health Plan</u>	<u>136,325</u>	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

Contract #40858

## INTERGOVERNMENTAL AGREEMENT

This agreement is between the State of Oregon acting by and through Department of Human Resources, Senior and Disabled Services Division, hereinafter called "Division" and

Multnomah County Area Agency on Aging  
421 SW 5TH  
Portland, OR 97204.

a Type 'B' Area Agency on Aging, hereinafter called "Agency".

### I. TERM

This agreement shall become effective on November 1, 1994 and shall expire, unless otherwise terminated or extended, on June 30, 1995.

### II. PURPOSE

The purpose of this agreement is to allow eligible clients to access services provided by the second phase of the Oregon Health Plan (OHP) through managed care options.

### III. ELEMENTS OF THE AGREEMENT

#### Agency Responsibilities:

The agency shall provide unbiased choice counseling to eligible persons who are selecting a managed care option.

The agency shall provide enrollment services to clients who are eligible for the Oregon Health Plan.

The agency shall document and process exceptions for clients who can not be enrolled in managed care.

#### SDSD Responsibilities:

SDSD will provide training to agency's staff on OHP eligibility and application and enrollment procedures.



#### IV. CONSIDERATION

The total consideration for this agreement shall not exceed \$136,325.00.

Agency shall submit a detail invoice on a monthly basis to the Financial Accounting Unit of the Senior and Disabled Services Division. Payment to Agency shall be paid monthly, following the month of service upon receipt and approval of the monthly invoice, but in no case shall payment be made later than forty-five (45) days after a proper claim for payment is submitted and approved by Division.

Agency shall not exceed, and Division shall not pay any amount in excess of the maximum compensation amount set forth above. This agreement will not be amended after the expiration date.

#### V. FUNDS AVAILABLE AND AUTHORIZED

The Division certifies at the time the contract is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the Division's spending limitation.

#### VI. TERMINATION

- A. This contract may be terminated by mutual consent of both parties, or by either party upon 15 days notice in writing, and delivered by certified mail or in person.
- B. The Division may terminate this contract, effective immediately upon delivery of written notice to the Agency, or at such later date as may be established by the Division, under any of the following conditions:
  - 1) If Division funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
  - 2) If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this agreement.
  - 3) If any license or certification required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

C. The Division, may terminate the whole or any part of this contract effective immediately upon delivery of a written notice of default (including breach of contract) to the Agency:

- 1) If the Agency, through its own fault, fails to provide services called for by this agreement within the time specified herein or any extension thereof; or
- 2) If the Agency fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the Division, fails to correct such failures within 10 days or such longer period as the Division may authorize.

The rights and remedies of the Division provided in the above clause related to defaults (including breach of contract) by the Agency shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

#### VII. WRITTEN NOTICE

All notices regarding this contract should be sent to the parties at the following addresses:

To DIVISION: Assistant Administrator for Program Assistance  
Senior and Disabled Services Division  
500 Summer Street N.E., 2nd Floor  
Salem, OR 97310-1015

To AGENCY: Area Agency on Aging Director  
421 SW 5TH  
Portland, OR 97204

Any written notice hereunder shall become effective as of the date of mailing by certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this agreement or such other address as may hereafter be specified by notice in writing.

#### VIII. AMENDMENT

The terms of this agreement may not be waived, altered, modified, supplemented or amended, except by written agreement signed by the parties.

#### IX. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There

are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Department and the Agencies, by the signatures below of their authorized representatives, hereby acknowledges that this agreement has been read, understood, and agrees to be bound by its terms and conditions.

X. SIGNATURES

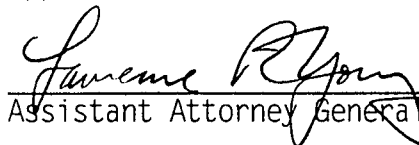
  
\_\_\_\_\_  
Multnomah County Aging Services Division  
Director/Delegate

May 15, 1995  
Date

\_\_\_\_\_  
Senior and Disabled Services Division  
Administrator/Delegate

\_\_\_\_\_  
Date

Approved for Legal Sufficiency:

  
\_\_\_\_\_  
Assistant Attorney General

Dec. 5, 1994  
Date

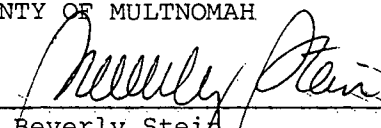
Reviewed by Program Assistance \_\_\_\_\_  
(Initials)

\_\_\_\_\_  
Date

Reviewed by Contracts Unit \_\_\_\_\_  
(Initials)

\_\_\_\_\_  
Date

COUNTY OF MULTNOMAH

By:   
\_\_\_\_\_  
Beverly Stein  
Multnomah County Chair

May 25, 1995  
Date

REVIEWED:  
LAURENCE KRESSEL,  
County Counsel for Multnomah County

By:   
\_\_\_\_\_  
Katie Gaetjens  
Assistant County Counsel

5/18/95  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 5/25/95  
DEB BOGSTAD  
BOARD CLERK

(For Clerk's Use) Meeting Date MAY 25 1995  
Agenda No. C-41. REQUEST FOR PLACEMENT ON THE AGENDA FOR May 25, 1995

(Date)

DEPARTMENT: AGING SERVICES DIVISIONCONTACT: Kathy GilletteTELEPHONE: 248-3620\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell/Kathy GilletteSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-9508 adds Title XIX (Medicaid) funds from the State of Oregon, Senior and Disabled Services Division, for Oregon Health Plan Choice Counselors for ASD Medicaid clients.

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

☒ [X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification #ASD-9508 adds one-time only Medicaid funds to provide enrollment of Medicaid-eligible seniors into the Oregon Health Plan. These funds will pay primarily for temporary staff who will enroll 6,000 to 8,000 clients. Some funding is also provided for postage, interpretation services, local travel, and indirect.

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

Increases Organization 1905, Long Term Care Administration, by \$136,325 in Title XIX funds.

## 4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) \_\_\_\_\_ Contingency before this modification (as of \_\_\_\_\_) (Date)

After this modification

1995 MAY 18 PM 4:25  
MULTNOMAH COUNTY  
OREGON

Originated By <i>Kathy Gillette</i>	Date <i>May 17, 1995</i>	Department Manager <i>Jim McConnell</i>	Date <i>5-17-95</i>
Finance/Budget <i>Christine Delee</i>	Date <i>5/17/95</i>	Employee Relations	Date
Board Approval <i>Wendy H. Doust</i>	Date <i>5/25/95</i>		

BCC9508

## EXPENDITURE

BUDGET MODIFICATION - ASD 9508

## OREGON HEALTH PLAN

TRANSACTION EB [] GM [] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1905			5200			103,398		Temporary
		156	010	1905			5500			13,516		Fringe
		156	010	1905			5550			7,534		Insurance
											124,448	SUBTOTAL, PERSONNEL
		156	010	1905			6110			500		Professional Services
		156	010	1905			6200			3,000		Postage
		156	010	1905			6330			3,500		Local Travel
		156	010	1905			7400			4,877		Indirect
											11,877	SUBTOTAL, MAT. & SERV.
											136,325	TOTAL, ORG 1905
		400	040	7531			6580			7,534		Serv. Reimb./Insurance
											7,534	TOTAL SERV. REIMB.
TOTAL EXPENDITURE CHANGE										143,859		TOTAL EXPENDITURE CHANGE

## REVENUE

## OREGON HEALTH PLAN

TRANSACTION EB [] GM [] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1992-93

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1905			2609			136,325		Title XIX - OHP
											136,325	TOTAL, ORG 1905
		400	050	7040			6602			7,534		Serv. Reimb./Insurance
											7,534	TOTAL SERV. REIMB.
TOTAL REVENUE CHANGE										143,859		TOTAL REVENUE CHANGE

File Name: ASD9508



PERSONNEL DETAIL FOR BUD MOD NO: ASD #08

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of a year.)

A N N U A L I Z E D				
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	FRINGE INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)

All positions are temporary, one-time only positions for FY1995.

TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

C U R R E N T F Y				
Full Time Position Part Time, Overtime or Premium	Explanation of Change	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)

All positions are temporary \$ 103,398 \$13,516 \$7,534 \$ 124,448

TOTAL CHANGE \$ 103,398 \$13,516 \$7,534 \$ 124,448

ASD9508P



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Beverly Stein, County Chair

FROM: Jim McConnell, Director *JM By CU*  
Aging Services Division

DATE: May 18, 1995

SUBJECT: ASD Budget Modification #ASD-~~95~~08: Adds Title XIX funds from the State of Oregon, Senior and Disabled Services Division, for Oregon Health Plan Choice counselors for Aging Services Division Medicaid clients.

Recommendation: Aging Services Division recommends Board of County Commissioners' approval of the attached Budget Modification #ASD-~~95~~08.

Background/Analysis: Medicaid-eligible elders in the State of Oregon are now eligible for the Oregon Health Plan. However, numerous choices and considerable paperwork is involved in signing up eligible clients. Thus, the State of Oregon Senior and Disabled Services Division, through SDSA contract #40858, has provided one-time only funding for enrolling seniors into the health plan.

Financial Impact: Budget Modification #ASD-~~95~~08 adds \$136,325 in one-time only Title XIX (Medicaid) funds to pay for temporary staff and support costs for Choice Counselors for the Oregon Health Plan.

Legal Issues: NA

Controversial Issues: NA

Link to Current County Policies: NA

Citizen Participation: NA

Other Government Participation: Implementing the Oregon Health Plan is a major endeavor of the State of Oregon. This phase of the Health plan includes seniors eligible for Medicaid, the client group of ASD's long term care branches.

ASD-9508z

Meeting Date: MAY 25 1995  
Agenda No: C-5

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: Revenue Intergovernmental Agreement #104645 with Oregon Department of Consumer and Business Services

BOARD BRIEFING Date Requested:  
Amount of time:

REGULAR MEETING Date Requested: June 1, 1995  
Amount of time: 5 minutes

DEPARTMENT: Social Services

DIVISION: Aging Services

CONTACT: Caroline Sullivan

TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Aging Services Division requests approval of Intergovernmental Agreement #104655 with the State of Oregon Department of Consumer and Business Services for the period from the day of execution through June 30, 1997.

This contract with the Aging Services Division is to implement the Senior Health Insurance Benefits Assistance (SHIBA) Program in Multnomah County. A Volunteer Coordinator will be hired to recruit, train, and supervise volunteers to assist senior citizens to obtain appropriate insurance and benefits from Medicare, Medicaid, Medicare supplement, long-term care insurance, and other types of health insurance such as health maintenance organizations. Assistance will be provided through consumer education, assistance, coordination, and referral.

Funds in the amount of \$14,146 are available on an annual basis to Multnomah County from a federal Health Care Financing Administration Insurance Information Counseling and Assistance grant given to the State Department of Consumer and Business Service to support SHIBA costs over a twelve (12) month period. Additional funds may be available for an additional year.

A modification of the FY94-95 County Budget is in process for start-up funds to begin services in June 1995. A technical amendment is in process for the FY95-96 County Budget.

5/26/95 ORIGINALS TO CAROLINE SULLIVAN  
SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Beverly Stein, Board Chair  
FROM: Jim McConnell, Director *Jim McConnell*  
DATE: May 15, 1995  
SUBJECT: Revenue Contract #104655 from Oregon Department of Consumer and Business Services

I. Recommendation: The Aging Services Division recommends Board approval of the attached intergovernmental revenue agreement #104655 with the State of Oregon Department of Consumer and Business Services for the period from the date of execution through June 30, 1997.

II. Analysis/Background: The State of Oregon Department of Consumer and Business Services desires to locate an insurance counseling program, the Senior Health Insurance Benefits Assistance (SHIBA) Program in Multnomah County. This program is established under P.L. 101-508 (Health Information, Counseling and Assistance program) to assist seniors with Medicare, Medicaid, Medicare supplement, Long Term Care insurance and other types of health insurance such as health maintenance organizations. The program intends to protect the insurance buying public through consumer education, assistance, coordination, and referral.

The program is designed to be operated by volunteers. Funds are available for a volunteer coordinator who will work with the Aging Services Division Senior Help Line to (1) identify older residents of Multnomah County who can benefit from the assistance; (2) recruit, train and supervise volunteers to work with participants; (3) and coordinate publicity efforts.

The Aging Services Division would like to begin work on this project in June 1995.

III. Fiscal Impact: Funds are available through a federal grant from the Health Care Financing Administration (HCFA) granted to the State Department of Consumer and Business Services in the amount of \$14,146. This is an annual amount and may be renewed for another year.

A Budget Mod is in process for FY94-95 expenditures and a technical amendment will be made to the FY95-96 Budget. Indirect costs are included. No additional County funds are required.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: The program provides information and assistance resource for older residents with needs, questions, or concerns regarding public and private health care insurance. This objective enhances Aging Services Division mission to maintain independent living among all older residents and carries out objectives in the Strategic Plan and the Annual Plan for Aging Services.

VII. Citizen Participation: Volunteers are being recruited.

VIII. Other Government Participation: Involves Multnomah County in a partnership with state and federal agencies which provide training and oversight to the local program.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104655

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-5</u> DATE <u>5/25/95</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
---	---	---

Department Aging Services Division Division ASD Date May 15, 1995Contract Originator Caroline Sullivan/June Schumann Phone 248-3620 Bldg/Room 161/3rd floorAdministrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorDescription of Contract Provides funds for counseling and assistance regarding health insurance, including Medicare, Medicaid, LTC insurance, HMO/s. Two year contract

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Dept of Consumer and Business Services (DCBS)Mailing Address 350 Winter Street NE #470Salem OR 97310Phone (503) 378-4018 x 244

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

Effective Date Upon ExecutionTermination Date June 30, 1997Original Contract Amount \$ 14,146

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

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

Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

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

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager Jamala C. ConnellPurchasing Director \_\_\_\_\_  
(Class II Contracts Only)County Counsel Kate GentryCounty Chair / Sheriff William SteinContract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date May 12, 1995

Date \_\_\_\_\_

Date 5/17/95Date May 25, 1995

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1750			2608			SHIBA	\$14,146	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

ORIGINAL

Oregon

DEPARTMENT OF  
CONSUMER AND  
BUSINESS SERVICES

Agreement Number: 44195-20



### INTERAGENCY AGREEMENT

This Agreement is between the

DEPARTMENT OF CONSUMER AND BUSINESS SERVICES,  
SENIOR HEALTH INSURANCE BENEFITS ASSISTANCE PROGRAM,  
hereafter called SHIBA,

and

MULTNOMAH COUNTY AGING SERVICES DIVISION,  
hereafter called SPONSOR.

#### I. PURPOSE

The Senior Health Insurance Benefits Assistance (SHIBA) program was established under P.L. 101-508 (Health Information, Counseling and Assistance program) and is funded through a Health Care Financing Administration grant. SHIBA is based in the Department of Consumer and Business Services, Oregon Insurance Consumer Advocacy, and is an agency of the State of Oregon.

SHIBA proposes to utilize Health Care Financing Administration grant funds available to support the activities of the Sponsor to provide SHIBA services and accomplish the objectives below.

#### II. TERM

This Agreement is effective April 15, 1995, and shall terminate, unless otherwise terminated or extended, June 30, 1997.

### III. OBJECTIVES/RESPONSIBILITIES

The state SHIBA program will coordinate all SHIBA-related activities, including:

- Developing of volunteer job descriptions and volunteer memoranda of understanding
- Training volunteers, including follow-ups and refreshers
- Certifying volunteers
- Publishing training and informational materials
- Publicizing the program on a statewide basis
- Gathering, processing, and reporting statewide data
- Providing refreshments at required volunteer training sessions

Sponsor will:

- Adopt for purposes of providing this service the title of "SHIBA Sponsor"
- Provide support and facilities to local volunteers
- Recruit eligible volunteers
- Appoint a qualified Volunteer Coordinator (See ATTACHMENT A, job description)
- Receive and refer telephone calls from potential SHIBA clients
- Schedule clients
- Provide or arrange for space for assistance sessions, trainings, and record keeping
- Assure that Volunteer Coordinator holds bi-monthly meetings with volunteers to provide support and information
- Assure that Volunteer Coordinator schedules volunteers for all SHIBA trainings
- Collect Record of Assistance forms and forwarding to SHIBA Coordinator
- Publicize SHIBA program availability
- Serve as a distribution point for SHIBA materials
- Evaluate Volunteer Coordinator performance
- Set volunteer reimbursement policy and reimburse volunteers according to that policy

### IV. CONSIDERATION

- A. The activities described in this Agreement will be funded through the Health Care Financing Administration Insurance Information Counseling and Assistance grant. Total amount of funds shall not exceed the following annual disbursement schedule. Additional grant funds received may be distributed by amendment to this contract.

SHIBA SPONSOR ANNUAL DISBURSEMENT SCHEDULE

<u>SPONSOR</u>	<u>TOTAL MEDICARE BENEFICIARIES</u>	<u>FIXED PAYMENT</u>	<u>VARIABLE PAYMENT*</u>	<u>TOTAL PAYMENT</u>
1. MWVSS	57,016	\$ 750	\$ 4,864	\$ 5,614
2. CLACKAMAS	34,896	\$ 250	3,939	4,189
3. COCOA	18,146	\$ 750	142	892
4. LANE	43,839	\$ 250	5,513	5,763
5. LINN	15,890	\$ 250	594	844
6. BENTON	7,321	\$ 250	0	250
7. DOUGLAS	17,869	\$ 250	943	1,193
8. COOS	12,304	\$ 250	0	250
9. JOSEPHINE	15,761	\$ 250	572	822
10. HARNEY	2,474	\$ 500	0	500
11. COMM.CONN.	8,550	\$ 750	0	750
12. ROGUE VALLEY	28,211	\$ 250	2,763	3,013
13. LINCOLN	9,030	\$ 250	0	250
14. CAPECO	9,274	\$1,000	0	1,000
15. HOOD RIVER	7,139	\$ 750	0	750
16. CURRY	5,557	\$ 250	0	250
17. COLUMBIA	5,495	\$ 250	0	250
18. TILLAMOOK	4,899	\$ 250	0	250
19. WASHINGTON	33,954	\$ 250	3,774	4,024
20. MULTNOMAH	91,468	250	13,896	14,146

\* = Variable payment is based on any individual county's population that exceeds the statewide county average of 12,613 Medicare beneficiaries.



## INTERAGENCY AGREEMENT

Page 4

- B. Upon full execution of this agreement, one-quarter of the annual amount will be paid to cover anticipated start-up expenses.
- C. Payment shall be made by SHIBA to Sponsor upon receipt and approval of a quarterly invoice. The invoice shall reference this Agreement's number and shall contain the following reporting information:
  - 1. Total expenditures of federal dollars, state dollars and any in-kind contributions to the program;
  - 2. Total number of unduplicated persons served with these funds; and
  - 3. Narrative describing accomplishments of objectives/responsibilities to date.
- D. Invoice and quarterly report shall be directed to Lisa Joyce, SHIBA Coordinator, DCBS, 350 Winter St. NE, Room 470, Salem, OR 97310.

### V. LIAISON

Sponsor: June Schumann, Manager, Community Access Services 248-3620

SHIBA: Lisa Joyce, 378-4018, ext. 244

### VI. FUNDS AVAILABLE AND AUTHORIZED

SHIBA certifies at the time this Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within SHIBA's appropriation or limitation or other expenditure authority to make payments as required under this Agreement.

### VII. TERMINATION

- A. This Agreement may be terminated by mutual consent of both parties, or by any of the parties upon 15 days notice in writing, and delivered by certified mail or in person.
- B. SHIBA may terminate this Agreement, effective immediately, upon delivery of written notice to the parties involved, or at such later date as may be established by DCBS, under either of the following conditions:
  - 1. If SHIBA funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.

INTERAGENCY AGREEMENT

Page 5

2. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate under this Agreement.

VIII. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties.

IX. SIGNATURES

MULTNOMAH COUNTY (Sponsor)

DEPT OF CONSUMER & BUSINESS SVCS

James McConnell 5/12/95  
James McConnell, Director /Date  
Aging Services Division

\_\_\_\_\_  
Director/Designate Date

Beverly Stein 5/25/95  
Beverly Stein /Date  
Multnomah County Chair

REVIEWED:  
LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 5/25/95  
DEB BOGSTAD  
BOARD CLERK

Katie Gaetjens 5/17/95  
Katie Gaetjens /Date  
Assistant County Counsel

Sponsor Name: Multnomah County Aging Services Division

Sponsor Address: 421 SW 5th Avenue 3rd floor

Portland OR 97204

Sponsor Phone: (503) 248-3620

Sponsor State I.D. #: 502083-5

Sponsor Federal I.D. #: 93-6002309

MEETING DATE: MAY 25 1995

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Deed to Former Owner

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

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

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Repurchase Deed to former owner, ROBERT DAVID MEYER, PERSONAL REPRESENTATIVE OF THE ESTATE OF GERARD J. MEYER, DECEASED.

Deed D951194 and Board Order attached.

5/26/95 ORIGINAL DEED & COPIES OF ORDER  
& DEED TO TAX TITLE

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: Jamie M. Dunn Betsy Wallis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

RECEIVED  
MAY 25 PM 5:39  
MULTIPLA COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of	)	
Deed D951194 for Repurchase of	)	ORDER
Tax Acquired Property to Former	)	95-114
Owner	)	
	)	
ROBERT DAVID MEYER, PERSONAL	)	
REPRESENTATIVE OF THE ESTATE OF	)	
GERARD J. MEYER, DECEASED	)	

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that ROBERT DAVID MEYER, PERSONAL REPRESENTATIVE OF THE ESTATE OF GERARD J. MEYER, DECEASED is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$13,319.47 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

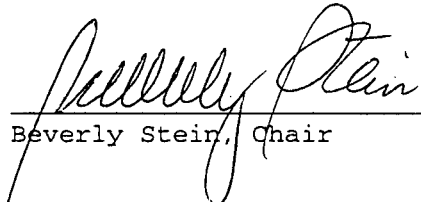
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

ALAMEDA PARK  
LOT 14, BLOCK 50

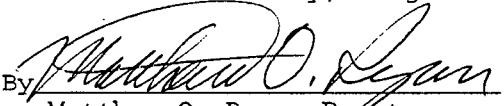
Dated at ~~Portland~~, Oregon this 25th day of May, 1995.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Deputy

DEED D951194

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ROBERT DAVID MEYER, PERSONAL REPRESENTATIVE OF THE ESTATE OF GERARD J. MEYER, DECEASED, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

ALAMEDA PARK  
LOT 14, BLOCK 50

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,319.47.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

ESTATE OF GERARD J. MEYER  
3318 SW 125TH AVE  
BEAVERTON OR 97005

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 5th day of May, 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.



REVIEWED  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Deputy

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Beverly Stein  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By K. A. Juneberg

After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97208 166/200/Tax Collections

STATE OF OREGON

)

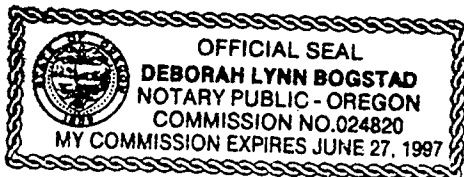
) ss

COUNTY OF MULTNOMAH

)

On this 25th day of May, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



*Deborah Lynn Bogstad*

Notary Public for Oregon

My Commission expires: 6/27/97

MEETING DATE: MAY 25 1995

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Deed to Former Owner

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

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

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request approval of Repurchase Deed to former owner, JOHN KELLER.

Deed D951197 and Board Order attached.

*5/26/95 ORIGINAL DEED & COPIES OF ORDER &  
DEED TO TAX TITLE*

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *James M. Davis Betty Willia*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

CLERK OF  
COUNTY COMMISSIONERS  
1995 MAY 15 PM 5:40  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D951197 for Repurchase of ) ORDER  
Tax Acquired Property to Former ) 95-115  
Owner )  
)  
)  
JOHN KELLER )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that JOHN KELLER is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$5,055.92 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

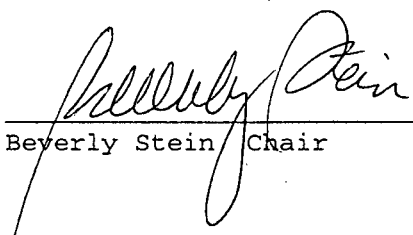
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

ALBINA HOMESTEAD  
LOT 14, BLOCK 29

Dated at Portland, Oregon this 25th day of May , 1995.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Deputy



DEED D951197

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOHN KELLER, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

ALBINA HOMESTEAD  
LOT 14, BLOCK 29

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,055.92.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

JOHN KELLER  
3818 N VANCOUVER AVE  
PORTLAND OR 97227

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 25th day of May, 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.



REVIEWED  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan, Deputy

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Beverly Stein  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By K. A. Juncberg

After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97208 166/200/Tax Collections

STATE OF OREGON

)

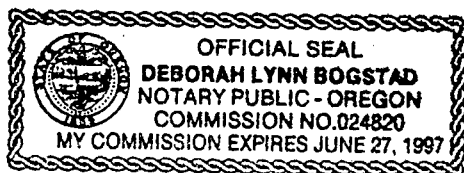
) ss

COUNTY OF MULTNOMAH

)

On this 25th day of May, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97

MEETING DATE: MAY 25 1995

AGENDA NO: C-8

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #1 to an Agreement between Clackamas County, Multnomah County and Washington County

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

Amount of Time Needed: 5 Minutes

REGULAR MEETING: Date Requested: \_\_\_\_\_

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

DEPARTMENT: \_\_\_\_\_ DIVISION Community and Family Services

CONTACT: Carolynne Webber TELEPHONE #: 248-3691 x2583  
BLDG/ROOM #: 161/200

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rex Surface

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval of the attached amendment #1 to an Intergovernmental Agreement between the Multnomah County Community and Family Services Division's Adult Mental Health Program and Clackamas County and Washington County. The amendment defines funding contributions for sub-acute care and establishes the possibility of a Regional Acute Care Contract Administration.

*5/26/95 ORIGINALS to Carolynne Webber*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR

DEPARTMENT MANAGER/DIVISION DIRECTOR: Lorenzo Poe mds

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

(WPDOC)

6/93

1995 MAY 11 PM 3:55  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

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

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

## M E M O R A N D U M

TO: Board of County Commissioners  
FROM: Lorenzo T. Poe, Jr., Director *Lorenzo Poe Jr.*  
Community and Families Services Division  
DATE: May 1, 1995

REQUESTED PLACEMENT DATE:

RE: Approval of Amendment #1 to an Agreement with Clackamas and Washington Counties

I. Action Requested: The Community and Family Services Division, Adult Mental Health Program requests Board of County Commissioner approval of the attached amendment #1 to an agreement with Clackamas County, Multnomah County and Washington County for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: In June 1994 the three counties formalized an agreement providing the basis for a cooperative working relationship for the purpose of operation of the new regional plan for shared acute care resources. The amendment attached defines the three counties funding contributions and additionally establishes the possibility of a Regional Acute Care Contract Administration.

III. Financial Impact: This amendment defines the contribution of State funds for each County based on use. Multnomah County's portion is \$1,726,000. The three counties also agree to invest savings exceeding this funding into regional subacute care.

IV. Legal Issues:  
N/A

V. Controversial Issues:  
N/A

VI. Link to Current County Policies: This service ties to the County benchmarks concerning access to health and mental health services and consolidating resources to bring about savings.

VII. Citizen Participation:  
N/A

VIII. Other Government Participation: This amendment expands on the cooperation between Clackamas County, Multnomah County and Washington County to benefit the mental health services for all.

0

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 105054

Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-8</u> DATE <u>5/25/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department: \_\_\_\_\_ Division: COMMUNITY & FAMILY SERVICES Date: APRIL 12, 1995  
Contract Originator: \_\_\_\_\_ Phone: \_\_\_\_\_ Bldg/Room: \_\_\_\_\_  
Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 161/200  
Description of Contract: Amendment #1 defines the funding levels contributed by each county and adds language regarding a Regional Acute Care Contracts system and disposition the Entity in the event of dissolution.

RFP/BID #: N/A Revenue IGA Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>CLACKAMAS, MULTNOMAH &amp; WASHINGTON CNTY</u>	Remittance Address (if different) _____
Mailing Address: <u>REGIONAL AGREEMENT FOR MENTAL HEALTH</u>	
Phone: <u>Multnomah County/Rex Surface/248-5464 x6353</u>	
Employer ID# or SS#: <u>N/A</u>	Payment Schedule
Effective Date: <u>JULY 1, 1994</u>	<input type="checkbox"/> Lump Sum \$ _____
Termination Date: <u>JUNE 30, 1995</u>	<input type="checkbox"/> Monthly \$ _____
Original Contract Amount: \$ _____ -0-	<input type="checkbox"/> Other \$ _____
Total Amt of Previous Amendments: \$ _____	<input type="checkbox"/> Requirements contract - Requisition Required
Amount of Amendment: \$ _____ -0-	Purchase Order No. _____
Total Amount of Agreement: \$ _____ -0-	<input type="checkbox"/> Requirements Not to Exceed \$ _____
	Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>

REQUIRED SIGNATURES:  
Department Manager: Lorenzo Poe Date: 5/19/95  
Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(Class II Contracts Only)  
County Counsel: Leatrice Dunt Date: 5/11/95  
County Chair/Sheriff: Heidi J. Green Date: May 25, 1995  
Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_  
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01.	156	010									

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

Clackamas County # \_\_\_\_\_  
Multnomah County # 105054  
Washington County # \_\_\_\_\_

INTERGOVERNMENTAL AGREEMENT

Amendment #1

THIS AMENDMENT is made and entered into upon execution, by and between CLACKAMAS COUNTY (CLACKAMAS), and MULTNOMAH COUNTY, (MULTNOMAH), and WASHINGTON COUNTY (WASHINGTON) for the cooperation of units of local government under the authority of OAR 190.010.

It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

WITNESSETH:

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree to the changes, additions, or deletions in the original agreement as follows:

II. Scope of Cooperation

Add: D. Each County agrees that:

1. The following funding will be committed for indigent involuntary holds during the period July 1, 1994 through June 30, 1995:

CLACKAMAS COUNTY	\$ 132,000
MULTNOMAH COUNTY	\$1,726,000
WASHINGTON COUNTY	\$ 134,410

2. Each County agrees to invest any savings resulting from indigent hold expenses not equalling the above funds into enhanced subacute care for the Region. The three Counties agree that State savings resulting from CareMark contract services delivered through June 30, 1994 be allocated equally to each County's State Intergovernmental Agreement. These funds will be used for regional subacute care.

3. The Counties will plan additional subacute care capacity and conduct a selection process for an operator. Multnomah County will conduct the selection/procurement process for additional subacute care on behalf of the Region.

Change Previous Section V. Special Requirements to V. Regional Acute Care Contract Administration and add:

A. The three Counties agree to cooperate in an effort to move administration of the Regional Acute Care contracts from the State to the region by July 1, 1995. In the event a Regional Acute Care entity is formed, an administrative system or agency will be needed. This administrative responsibility may be assumed by one of the three counties.

B. Should such an administrative entity be formed and dissolved, each County shall retain the number of beds it held when it entered the agreement after adjustments are made to implement the inpatient component of Oregon Health Plan Demonstration.

C. The three Counties may choose to dissolve the Regional Acute Care Contract Administration entity with 30 days written notice to each County. Should the three Counties choose to dissolve the Regional Acute Care Contract Administration entity all other articles of cooperation in this Agreement will remain in force unless and until specifically and separately terminated according to Section VIII. of this agreement.

Change Number of Previous Section V. Special Requirements to VI. Special Requirements

Change Number of Previous Section VI. Amendment to VII. Amendment

Change Number of Previous Section VII. Term of Agreement to VIII. Term of Agreement.

This agreement becomes effective on signing by all parties, and is scheduled to terminate June 30, 1995. It may be terminated by any party by 90 days' advance written notice to the other parties. This agreement may be renewed by the parties from year to year.

Delete: This agreement is subject to termination by either of the parties when 30 days written notice is provided.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

CLACKAMAS COUNTY:

Chair: Ed Lindquist  
Commissioner: Judie Hammerstad  
Commissioner: Darlene Hooley

Signing on Behalf of the Board:

Jono Hildner, Director Date  
Department of Human Services

Approved as to Content:

Robert J. King, Ph.D., Date  
Director, Clackamas County MH

Approved as to Form:

Clackamas County Counsel Date

WASHINGTON COUNTY:

BOARD OF COUNTY COMMISSIONERS  
FOR WASHINGTON COUNTY, OREGON

Bonnie L. Hays, Chairman Date

Approved as to Content:

Dian Sharma, Director Date  
Washington County Department  
of Health and Human Services

Approved as to Form:

Washington County Counsel Date

MULTNOMAH COUNTY:

*Beverly Stein* 5/25/95  
Beverly Stein, Date  
Multnomah County Chair

*Lorenzo F. Poe, Jr.* 5/19/95  
Lorenzo F. Poe, Jr. Date  
Director,  
Community & Family Services Div.

Rex Surface, Manager Date  
Adult Mental Health Program

Approved as to Form:

*Katie Gaetjens*  
Multnomah County Counsel  
Katie Gaetjens

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 5/25/95  
DEB BOGSTAD  
BOARD CLERK



BUDGET MODIFICATION NO.

MCSO #16a

(For Clerk's Use) Meeting Date **MAY 25 1995**Agenda No. **R-2**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR **May 25, 1995**

(Date)

DEPARTMENT **Sheriff's Office**

DIVISION

CONTACT **Larry Aab**TELEPHONE **251-2489**

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

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

Supplemental Budget to record increased revenue in the Concealed Weapons program.

(Estimated Time Needed on the Agenda)

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

☐ Personnel changes are shown in detail on the attached sheet

This supplemental budget will record additional revenue in the Concealed Weapons program due to a greater carryover amount from fiscal year 1993-94 into 1994-95 than was included in the Adopted Budget. This revenue is dedicated by County Ordinance 646 to the Concealed Weapons program.

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

Will increase the Beginning Working Capital in fund 180 by \$124,304.

4. CONTINGENCY STATUS (to be completed by Budget &amp; Planning)

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

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

## MCSO #16a

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

100%

NOTE: THIS EXPENDITURE WAS FORMALLY APPROVED BY THE BOARD ON MAY 4, 1995. THIS ACTION IS TO APPROVE REVENUE INCREASE ONLY.

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

1000

TOTAL REVENUE CHANGE



# MULTNOMAH COUNTY, OREGON

---

**BOARD OF COUNTY COMMISSIONERS**

BEVERLY STEIN, CHAIR  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

PLANNING & BUDGET  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

---

TO: Board of County Commissioners  
FROM: Shaun Coldwell, Budget Analyst *[Signature]*  
DATE: May 15, 1995  
SUBJECT: SUPPLEMENTAL BUDGET ITEM -- MCSO #16a

---

On May 4, 1995, the Board addressed a budget modification submitted by the Sheriff's Office, MCSO #16. This budget modification increased expenditures in the Concealed Weapons program, based on an increase in the beginning working capital that was dedicated to this program. The revenue increase to the fund should have been acted on as a supplemental budget item, and the hearing advertised for citizen information.

The Board formally approved the budget modification, thereby giving approval for the expenditures requested. The action on the agenda for May 25 will be to formally recognize the increase in revenues.

If you have any questions on this, please give me a call.

cc: Sheriff John Bunnell  
Larry Aab  
Barry Crook  
Dave Warren

MEETING DATE: MAY 25 1995

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Portland Community College and the Sheriffs Office

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

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

REGULAR MEETING: Date Requested: May 18, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Sheriffs Office DIVISION: Corrections

CONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: John Bunnell, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Intergovernmental Agreement between Portland Community College and the Sheriffs Office to provide ABE/GED instruction for inmates within the correctional facilities: Multnomah County Detention Center (MCDC), Courthouse Jail (CHJ), and the Multnomah County Restitution Center (MCRC). RENEWAL.

5/26/95 ORIGINALS TO LARRY AAB

REGULAR

SIGNATURE REQUIRED:

ELECTED OFFICIAL: John Bunnell  
OR JE

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222  
0516C/63 6/93

RECEIVED  
MAY 18 PM 2:04  
CLERK OF COUNTY  
OREGON

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, Fiscal Manager

TODAY'S DATE: May 2, 1995

REQUESTED PLACEMENT DATE: May 18, 1995

RE: IGA between MCSO and Portland Community College (PCC) to Provide ABE/GED instruction for county inmates

I. Recommendation/Action Requested:

Request commitment from the Board to approve this IGA.

II. Background/Analysis:

PCC agrees to provide education services, including GED/ABE/ESL instruction, to county inmates at MCDC, CHJ, and MCRC. [Mt. Hood Community College serves MCIJ and MCCF.] Specifically, PCC will provide 22 hrs./week for 52 weeks at MCDC and CHJ, and 15 hrs./week for 44 weeks at MCRC.

Normally this IGA is a consent agenda item, but due to Commissioner Saltzman on the PCC Board we are placing it as a regular agenda item.

III. Financial Impact:

PCC agrees to charge MCSO 1/2 of its actual cost of providing the service; MCSO's agrees to pay PCC not more than \$35,573.00.

IV. Legal Issues:

Standard IGA indemnification issues regarding liability of employees acting within the scope of their employment.

V. Controversial Issues:

None noted.

VI. Link to Current County Policies:

Fosters intergovernmental cooperation.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

Portland Community College (PCC)

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800146

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-3</u> DATE <u>5/25/95</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	--

Department SHERIFF'S OFFICE Division CORRECTIONS Date APRIL 28, 1995Contract Originator BILL WOOD Phone 248-3256 Bldg/Room 119/307Administrative Contact LARRY AAB Phone 251-2489 Bldg/Room 313/231Description of Contract PROVIDE ABE/GED INSTRUCTION FOR INMATES WITHIN THE CORRECTIONAL FACILITIES (MCDC, CHJ, MCRC).

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name PORTLAND COMMUNITY COLLEGEMailing Address PO BOX 19000PORTLAND OR 97219Phone 244-6111 X6268 JIM O'BRIAN, SE CAMPUSEmployer ID# or SS# 93-0575187Effective Date JULY 1, 1995Termination Date JUNE 30, 1996Original Contract Amount \$35,573.00

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

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

Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_

(If Different) \_\_\_\_\_

Payment Schedule

Terms

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☒ Other \$ AS BILLED ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 5/8/95

Date \_\_\_\_\_

Date 5/18/95Date May 25, 1995

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	4110			6110				25,573.00	
02.	168	025	4043		CEMP	6110				10,000.00	
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and Portland Community College ("PCC"). As used in this Agreement, MCSO, COUNTY and PCC will be referred to collectively as the "parties."

### RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the Portland Community College District is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, ORS 341.315 provides that the county may contract with community college district to provide services of an educational nature; and

WHEREAS, Portland Community College is a college sanctioned by the State of Oregon, that provides GED instruction and testing, and maintains a GED/ABE/ESL instructional program both on campus and in other locations; and

WHEREAS, the MCSO desires to maintain a GED/ABE/ESL instructional program for inmates in MCSO Correctional Facilities.

IN CONSIDERATION of those mutual promises and terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

DESCRIPTION OF SERVICES

1. Portland Community College agrees to perform as follows:

- A. Multnomah County Detention Center (MCDC) and Multnomah County Court House Jail (CHJ) - provide 22 instructional hours per week (52 weeks per year) and a total of 210 preparation hours.
- B. Multnomah County Restitution Center (MCRC) - provide 15 instructional hours per week (44 weeks per year).
- C. Maintain one half of the service hours noted in sections A and B above at no cost to the MCSO.
- D. PCC shall provide state qualified and MCSO approved instructors available to MCDC and CHJ fifty two (52) weeks per year, including Christmas, spring and summer college break periods.
- E. All instructional personnel must allow a criminal records check to be performed and must be cleared for jail access by the MCSO prior to being considered approved as an instructor in the MCSO facilities.
- F. GED/ABE/ESL instruction shall be provided within the identified correctional facilities on an hourly



schedule jointly developed by Portland Community College and the MCSO.

G. Educational personnel shall utilize the assistance of screened volunteers to maximize the educational program for inmates.

H. Portland Community College agrees to maintain and provide the MCSO necessary statistical information regarding the persons tutored, sessions held and other information necessary to maintain instructional reports.

2. MCSO agrees to perform as follows:

A. The MCSO, Corrections Branch, shall consider for jail clearance all instructors referred by PCC for facility assignment. An approval or disapproval decision shall be provided to PCC.

B. The MCSO shall provide basic instructional materials necessary for GED/ABE instruction for inmates.

C. The MCSO shall provide assistance in the development of an instructional schedule, screen potential volunteers, and provide assistance necessary to operate within a correctional facility.

D. The MCSO agrees to provide to PCC reports necessary to maintain adequate time and employee records.

E. The MCSO shall provide a reasonably safe working environment for instructors in a corrections context. PCC acknowledges there is a risk assumed when its

1 instructors enter a correctional institution, and shall  
2 direct its instructors to obey all directions from  
3 corrections officers, and that failure to obey the  
4 orders of corrections officers may result in risk of  
5 injury or harm.

6 COMPENSATION.

7 3. For the duration of this Agreement the MCSO shall pay to  
8 PCC, upon receipt of a monthly request for payment, one half  
9 of the costs of the instructional hours provided under  
10 section 1 of this Agreement. Fees paid under this Agreement  
11 shall not exceed \$35,573.00.

12 OTHER CONDITIONS

13 4. The parties agree that any and all instructors from PCC are  
14 employees of PCC and are not employees, agents, or  
15 representatives of the MCSO for any purpose.

16 5. The parties agree that this Agreement is expressly subject  
17 to the debt limitation of Oregon counties set forth in  
18 Article XI, Section 10 of the Oregon Constitution and is  
19 contingent upon funds being appropriated therefore. Any  
20 provisions herein which would conflict with law are deemed  
21 inoperative to that extent.

22 6. The parties agree to comply with all applicable  
23 requirements of Federal and State civil rights law and  
24 rehabilitation statutes.

25 7. If PCC is determined by Multnomah County to be a sub-  
26 recipient of federal funds passed through Multnomah County,

the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public law 98-502, to non-profit organizations.

8. The parties shall maintain worker's compensation insurance coverage for all its personnel, either as a carrier or self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

INDEMNIFICATION AND LIABILITY

9. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless PCC, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this Agreement.

10. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, PCC shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of PCC personnel acting pursuant to the terms of this Agreement.

CONTRACT MODIFICATION AND TERMINATION

11. This Agreement shall begin on July 1, 1995 and terminate June 30, 1996.

12. MCSO, by written notice of default, may terminate this agreement if PCC fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

13. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.

14. Upon termination before completion of the services, payment to PCC shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by PCC against the MCSO under this agreement.

15. Termination under any provision of this paragraph shall not affect any right, obligation or liability of PCC which accrued prior to termination.

16. PCC and MCSO agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both PCC and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

DISPUTE RESOLUTION

17. While the parties have attempted to make an Agreement anticipating and addressing their concerns, MCSO, COUNTY and

PCC acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. MCSO, COUNTY and PCC agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.

18. MCSO, COUNTY and PCC agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

19. The Multnomah County Sheriff designates Bill Wood, Programs Division Commander, Corrections Branch, to represent MCSO in all matters pertaining to administration of this Agreement.

20. PCC designates Jim O'Brian to represent PCC in all matters pertaining to administration of this Agreement.

21. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

John Bunnell  
Multnomah County Sheriff  
12240 NE Glisan Street  
Portland, OR 97230

Jim O'Brian  
Portland Community College  
P.O. Box 19000  
Portland, OR 97219

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

MULTNOMAH COUNTY, OREGON

By: Beverly Stein  
Beverly Stein, Chair

Date: May 25, 1995

PORTLAND COMMUNITY COLLEGE

By: Dr. Daniel F. Moriarty  
Dr. Daniel F. Moriarty,  
President

Federal ID#: 93-0575187

Date: \_\_\_\_\_

By: John Bunnell  
John Bunnell, Sheriff

Date: \_\_\_\_\_

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By: Jacqueline Weber  
Jacqueline Weber

Date: 5/19/95

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 5/25/95  
DEB BOGSTAD  
BOARD CLERK

#1

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 5-25-95

**NAME**

Marge Jozsa

**ADDRESS**

Neighborhood Health Clinics, Inc.

**STREET**

4945 NE 7th

97211

**CITY**

**ZIP**

R-4

**I WISH TO SPEAK ON AGENDA ITEM NO.**

CDBG

**SUPPORT**



**OPPOSE**

**SUBMIT TO BOARD CLERK**

#2

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 5-25-95

**NAME**

Deborah Ross (Friendship Homes)  
(Family Consortium)

**ADDRESS**

464 NW 25<sup>th</sup>

**STREET**

Gresham 97030

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.** R-4

**SUPPORT**

✓✓✓

**OPPOSE**

**SUBMIT TO BOARD CLERK**



#3

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** May 25, 1995

**NAME**

Leslie Haines

**ADDRESS**

3024 SW 11th

**STREET**

Palmdale

OR 97201

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.** R4

**SUPPORT**

X

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#4

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** May 25, 1995

**NAME**

Deborah Wright

**ADDRESS**

5033 NE Flanders

**STREET**

Portland OR 97213

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.**

R-4

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

Adapt-A-Home Project - Unlimited Choices, Inc.

MEETING DATE: MAY 25 1995

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

Resolution and Public Hearing in the matter of

**SUBJECT:** 1995-99 Community Development Plan and 1995-96 Annual Action Plan for the Community Development Block Grant Program and the HOME Investment Partnership Program

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

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

**REGULAR MEETING:** Date Requested: May 25, 1995

Amount of Time Needed: 15 minutes

**DEPARTMENT:** Community and Family Services Division **DIVISION:** Community Development

**CONTACT:** Rey Espana Karen Jones Whittle **TELEPHONE #:** x2701/x3631  
**BLDG/ROOM #:** 160/6; 412/235

**PERSON(S) MAKING PRESENTATION:** Rey Espana

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The 1995-99 Community Development Plan and the 1995-96 Annual Action Plan are required components of the planning and application process for the receipt of U.S. Department of Housing and Urban Development funds. Multnomah County's CD Plan and Action Plan will be included in the Consolidated Plan to be submitted by the city of Portland. With approval by Dept. of HUD, Multnomah County will receive \$891,000 of Community Development Block Grant funds and \$220,680 of HOME Investment Partnership funds. 5/26/95 copy to Karen Whittle

**SIGNATURES REQUIRED:**

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

**OR**

**DEPARTMENT MANAGER:** Rey Espana Lorenzo Paez

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1995 MAY 15 PM 5:42  
MULTNOMAH COUNTY  
OREGON

Agenda Placement Form

Page 2

CD Plan/Annual Action Plan

A public hearing is required per federal regulations for the Annual Action Plan.

The CD Plan was given a public hearing before the Program's Policy Advisory Board on January 12, 1995



# MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION (503) 248-3691  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000  
2115 S.E. MORRISON  
PORTLAND, OREGON 97214  
FAX: (503) 248-3048

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

TO: Board of County Commissioners  
FROM: Lorenzo Poe, Director *Lorenzo Poe mls*  
Community and Family Services

DATE: May 15, 1995

RE: Resolution and Public Hearing

I. Recommendation/Action Requested:

The Board of County Commissioners are asked to approve the Multnomah County 1995-99 Community Development Plan and receive testimony and then approve the 1995-96 Annual Action Plan for funding from the Community Development Block Grant Program and the HOME Investment Partnership Program.

II. Background/Analysis:

Multnomah County is entitled to receive U.S. Department of Housing and Urban Development (HUD) funds through the Community Development Block Grant Program in the amount of \$891,000 for program year 1995-96. Additional HUD funding is available to the County through the city of Portland and from the HOME Investment Partnership Program in the amount of \$220,680.

In order to access these funds, federal regulations require a consolidated planning and application process with a resulting document known as the Consolidated Plan. It replaces the previous required planning and application process. The Plan process involves a consortium partnership between the county and the cities of Portland and Gresham with Portland acting as lead agency. The Plan outlines the housing needs and strategies for the three jurisdictions. Non-housing needs and strategies are addressed in each individual's community development plan which is a subset of the Plan.

The Multnomah County Community Development Plan is a major element of the Consolidated Plan. It identifies non-housing needs and strategies for the small cities and unincorporated areas of the county outside the cities of Portland and Gresham.

The Annual Action Plan identifies specific eligible projects including expected outcomes, location and budget.

The Board is being asked to 1) Approve the 1995-99 Multnomah County Community Development Plan and 2) Receive testimony on the County's 1995-96 Annual Action Plan and approve it in its final form before submission to HUD.

III. Financial Impact:

Multnomah County will receive \$1,111,680 in new HUD funding beginning July 1, 1995.

IV. Legal Issues:

No legal issues are apparent.

V. Controversial Issues:

The Community Development Program's Policy Advisory Board approved all staff reviewed projects with one exception. The Mi Casa project sponsored by the Housing Authority of Portland and Mt. Hood Mental Health Center was conditionally approved with staff and sponsors directed to meet and address one specific concern. The Mi Casa project proposes to acquire/build a home for five dual diagnosed individuals. The concern centers around the model proposed which provides for mental health support and peer support but does not offer an on-site manager.

Staff is meeting with the sponsors and the Policy Advisory Board on May 19 to resolve the concern before the May 25 Board meeting and public hearing. If resolution fails there may be testifiers speaking on behalf of the project as originally proposed.

VI. Line to Current County Policies:

NA

VII. Citizen Participation:

Federal regulations require citizen participation at several key points during the application process. The May 25 meeting is the final step in this process.

VIII. Other Government Participation:

The Consolidated Plan's goal is to bring participating jurisdictions together in planning, project implementation, and program evaluation. The County and the cities of Portland and Gresham have met on an on-going basis since summer 1994 around this effort. Several of the projects recommended for funding are joint partnerships.

**PUBLIC HEARING NOTICE**  
**MULTNOMAH COUNTY COMMUNITY DEVELOPMENT PROGRAM**  
**ANNUAL ACTION PLAN**

The Multnomah County Board of Commissioners will hold a public hearing on the Community Development Program's Annual Action Plan utilizing Community Development Block Grant and HOME Investment Partnership funds available from the U.S. Department of Housing and Urban Development. The hearing will be held on Thursday, May 25, 1995 at 9:30 am at the Multnomah County Courthouse, 1120 SW 5th Avenue, 6th floor Boardroom, Portland. The County is entitled to receive \$891,000 in CDBG funds and \$220,680 in HOME funds from the city of Portland grant. The purpose of the hearing is to receive final testimony on the 1995-96 proposed Annual Action Plan as recommended by the Policy Advisory Board before action is taken by the Board of County Commissioners. Additionally the Board of County Commissioners will consider the County's Community Development Plan.

The Community Development Plan and the Annual Action Plan are components of the Consolidated Plan, a five-year policy and reference document outlining the low-income housing and community development needs, priorities, strategies, and application requirements for both federal programs referenced above. The Consolidated Plan is a collaborative effort between Multnomah County and the cities of Gresham and Portland.

**STATEMENT OF OBJECTIVES**

The primary goal of Multnomah County's Community Development Program is to develop viable urban communities, provide decent housing and a suitable living environment, and expand economic opportunities principally for persons of low and moderate income.

The major objectives of the program include:

1. Allocate a majority of CDBG/HOME funds to meet the needs of low and moderate income households through improved housing, provision of housing for special needs populations, job opportunities, public services, and community facilities.
2. Reduce or eliminate blight and deterioration in neighborhoods.
3. Fund projects with demonstrated citizen and local government support.
4. Encourage projects which are supplemented with other resources, e.g., labor, materials, equipment, and money.
5. Assist displaced persons to find suitable housing. The plan for minimizing displacement and for assisting displaced persons is on file at the Community Development Program office (see address below).

6. Support service integration and coordination.
7. Improve handicapped access to public facilities.
8. Encourage historic preservation activities.
9. Ensure compatibility between Multnomah County, City of Portland and City of Gresham CDBG/HOME programs.

### PROPOSED USE OF CDBG/HOME FUNDS

Multnomah County will utilize 1995-96 CDBG/HOME funds for the housing and community development activities listed below. It is estimated that over 90 percent of the allocated grant funds of \$1,111,680 plus reprogrammed funds and program income will directly benefit low and moderate income persons.

#### HOUSING

(CDBG, HOME, program income, carry-over funds)

Single Family Housing Rehabilitation - Sewer Hook-Up Program - Countywide - Non-interest loans to lower income homeowners to make needed private property improvements required to connect to the mid-County sanitary sewer system. Recommended award: carry-over funds will be utilized.

Emergency Repair Loan Program - Countywide - Funds to provide zero interest, deferred payment loans for low income homeowners to make emergency code repairs to their homes. Recommended award: carry-over funds will be utilized.

Adapt-a-Home - Unlimited Choices, Inc. - Funds to make rental units or owner occupied units accessible for lowincome persons with disabilities. Recommended award: \$75,703.

Project Open Door - Housing Authority of Portland and Cascade Aids Project - Funds to acquire and/or construct six 2-bedroom units for 12 persons with HIV disease. Recommended award: \$115,000.

Housing Development Operating Support - Human Solutions - Funds for operating support for HSI to develop affordable rental housing. Recommended award: \$11,034.

Edgefield Remodel - Edgefield Children's Center - Funds to renovate the main building at Edgefield Children's Center. Recommended award: \$40,000.

Mi Casa - Housing Authority of Portland and Mt. Hood Community Mental Health Center- Funds to acquire and/or construct a group living units for five adults with mental illness and substance abuse problems. Recommended award \$112,000.



Mayflower House - East County Shelter Properties, Inc. - Funds to acquire Mayflower House in order to ensure its continued use as a transitional housing facility for homeless families. Recommended award \$105,976.

Friendship House - Oregon Fort - Funds to acquire a group home for five adults with developmental disabilities and one live-in provider. Recommended award \$27,100..

#### **NEIGHBORHOOD REVITALIZATION \$242,423**

Reservoir Supply Line - Burlington Water District - Funds to replace undersized main supply waterline in NW Third Avenue from Highway 30 to district reservoir to alleviate problems which restrict water flow. Recommended award: \$66,900.

Fire Hydrant Conversion - Fairview - Funds the conversion of sub-standard fire hydrants. Recommended award: \$7,280.

Construct Wheelchair Ramps - Troutdale - Construct approximately 50 wheelchair ramps on previously constructed sidewalks. Recommended award: \$34,500.

244th Avenue Waterline Loop - Wood Village - Install approximately 1,500 L.F. of 8" diameter water main from existing water main on NE 244th to existing water main on NE Sandy Blvd. Will improve fire flow and water quality to the area north of I-84. Recommended award: \$74,300.

Head Start Facility - Mt. Hood Community College - Funds to purchase a manufactured building for Head Start to be installed on the grounds of Mt. Hood Community College. Recommended award: \$20,000.

Fifth Street Storm Drain - Fairview - Fund a storm drain project that will drain the area on 5th Street between Main Street and Depot Street to relieve localized flooding. Recommended award: \$39,443.

#### **PUBLIC SERVICES \$112,593**

Transitional Housing Program - Human Solutions, Inc. Funds case management for homeless families living at Willow Tree Inn and Townhouse Terrace. Recommended award: \$48,204.

Housing Assistance Project - Multnomah County Legal Aid - Funds landlord/tenant legal information and services to low-income residents of East Multnomah County. Recommended award: \$13,629.

Fair Housing Assistance - Multnomah County Legal Aid - Funds advice, counseling, representation, community education and outreach in support of civil rights in housing. Recommended award: \$13,708.

Home Share Matching Service - Shared Housing (Ecumenical Ministries of Oregon) - Matches low-income and/or homeless persons with elderly homeowners needing in-home care. Recommended award: \$7,052.

Neighbor a Vecino Dental Program - Neighborhood Health Clinic, Inc. - Funds free and/or low cost dental health services in East County to low-income families. Recommended award: \$10,000.

Housing Services - Portland Housing Center - Funds information and referral and home buying services to East Multnomah County. Recommended award: \$5,000.

Fair Housing Enforcement Program - Fair Housing Council of Oregon - Funds housing discrimination complaint intake, testing, investigation and referral for litigation services, as well as outreach and training. Recommended award: \$5,000.

Adapt-a-Home - Unlimited Choices, Inc. - Funds training in independent living skills and transition services to people with disabilities who are Adapt-a-Home participants. Recommended award: \$10,000.

#### **PROGRAM ADMINISTRATION \$222,750**

General Program Administration - Countywide - General administration and implementation of the CDBG program; citizen involvement; environmental clearance; staff to Policy Advisory Board; and efforts to affirmatively further fair housing. Budget allocation: \$178,200.

Contingency Fund - Budget allocation: \$44,550

Written comments may be directed to Karen Jones Whittle, Multnomah County Community Development Program, 2115 SE Morrison, Portland, Oregon 97214.

BEFORE THE BOARD OF COUNTY COMMISSIONS  
FOR  
MULTNOMAH COUNTY

In the Matter of Approving the 1995-99 )  
Multnomah County Community Development Plan )  
as a Required Part of the Consolidated Plan, as well )  
as the 1995-96 Annual Action Plan for the )  
Community Development Block Grant Program )  
and HOME Investment Partnership Program to be )  
Submitted to the Department of Housing and Urban )  
Development. )  
\_\_\_\_\_ )

R E S O L U T I O N

95-116

WHEREAS, the Community Development Program of Multnomah County is funded primarily from federal Community Development Block Grant (CDBG) and HOME funds from the Department of Housing and Urban Development;

WHEREAS, the County Development Program of Multnomah County has been notified that it is eligible to receive an annual 1995-96 entitlement amount of \$891,000 in CDBG funds;

WHEREAS, the County Development Program of Multnomah County has been notified by the City of Portland, the lead HOME jurisdiction, that its share of 1995-96 HOME funds is \$220,680;

WHEREAS, the regulations for the CDBG and HOME programs require jurisdictions to comply with a consolidated planning effort and application process in order to receive an annual award of funds from both federal programs;

WHEREAS, Multnomah County and the City of Gresham have joined the City of Portland in the required planning process with the City of Portland identified as the Participating Jurisdiction per federal regulation;

WHEREAS, the consolidated planning process requires specific citizen participation through specified comment periods and public hearings;

WHEREAS, the Consolidated Plan including the Multnomah County Community Development Plan has been available to the public for the comment period April 6 through May 5, 1995;

WHEREAS, the Consolidated Plan includes the required Annual Action Plan which identifies eligible projects and programs in the categories of neighborhood revitalization, public services, housing rehabilitation, and housing development including special needs housing development;

WHEREAS, the Policy Advisory Board met on April 10, 1995 to review and recommend for funding all eligible projects submitted by the February 17, 1995 deadline for program year 1995-96;

WHEREAS, the Policy Advisory Board held a public hearing on April 20, 1995 to receive and review testimony on selected projects;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners approve the 1995-99 Multnomah County Community Development Plan and Annual Action Plan for program year 1995-96.

ADOPTED THIS 25th day of May, 1995.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_

*Beverly Stein*  
Beverly Stein  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

*Katie Gaetjens*  
Assistant County Counsel  
Katie Gaetjens

*Multnomah County*  
*Community Development Plan*

*FY 1995-99*

*May, 1995*





## Beverly Stein, Multnomah County Chair

Room 1515, Portland Building  
1120 S.W. Fifth Avenue  
Portland, Oregon 97204

Phone: (503) 248-3308  
FAX: (503) 248-3093  
E-Mail: MultChair@aol.com

May 5, 1995

Dear Citizens, Elected Officials, and Other Interested Parties:

The 1995-99 Community Development Plan outlines the continuing efforts to maintain and improve the living environment for the citizens of Multnomah County. This document reflects specific community development goals and the means by which those goals will be achieved in the period 1995-99. This Plan is intended to serve as an addendum to the original 1984 Plan, 1987 Update and 1990 Update. Its primary function is to describe changes in the County since 1990 that affect the County's community development goals.

In 1984, Multnomah County attained entitlement funding status for the federal Community Development Block Grant program. Since that time, the County's population has dropped, through annexations by the cities of Portland and Gresham, to below 200,000, the level necessary to qualify as an entitlement community. However, Multnomah County was designated by the U.S. Department of Housing & Urban Development to receive continued funding as an "urban county entitlement." For the years 1995-97, Multnomah County has joined the cities of Gresham and Portland to form a consortium eligible to receive Home Investment Partnership Program (HOME) funds. The consortium jurisdictions are developing a Consolidated Plan which will be completed in early 1995 and will contain the major housing needs assessment for Multnomah County.

This Community Development Plan is intended to serve as a statement of policy and direction for as long as U.S. Department of HUD funds continue to be disbursed by Multnomah County or until a Community Development Plan Update is completed. As in the past, the primary goal of the Community Development Program is to develop viable urban communities, to provide decent housing, a suitable living environment, and to expand economic opportunities, primarily for persons of low and moderate income. This Plan outlines community development needs identified in the East County community and describes the process by which available funds will be allocated to community development projects intended to address those needs.

We are again pleased to include Policy Advisory Board representatives from each of the East County cities in Multnomah County in this planning effort. The City of Portland and the City of Gresham maintain their own community development programs and cooperate with our program to ensure mutual compatibility of efforts.

We are pleased to offer the benefits of the community development program to all the citizens of Multnomah County. We look forward to continued success in meeting our community development goals and in improving living conditions for all our citizens.

Sincerely,

  
Beverly Stein



**MULTNOMAH COUNTY**  
**COMMUNITY DEVELOPMENT PLAN**  
**FY 1995-1999**

Spring, 1995

Prepared by:

Multnomah County Community & Family Services Division  
Community Development Program  
2115 Southeast Morrison Street  
Portland, Oregon 97214  
(503) 248-3631

Preparation of this plan was funded by a grant from the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development, administered by the Multnomah County Community Development Program.

# ACKNOWLEDGMENTS

## MULTNOMAH COUNTY

### Multnomah County Chair

Beverly Stein

### Board of County Commissioners

Tanya Collier

Gary Hanson

Sharron Kelley

Dan Saltzman

### Community Development Program

Rey Espana, Program Manager

Cecile Pitts

Karen Jones Whittle

Janet Hawkins

## POLICY ADVISORY BOARD

### Representatives

Jean Farrell, Recorder, Maywood Park

Marilyn Holstrom, City Administrator, Fairview

Sharron Kelley, Board of Commissioners, Multnomah Co.

Sheila Ritz, City Administrator, Wood Village

Douglas Schmitz, City Manager, Lake Oswego

Paul Thalsofer, Mayor, Troutdale

### Alternates

Jerry Anderson, Public Works Director, Wood Village

James Galloway, Public Works Director, Troutdale



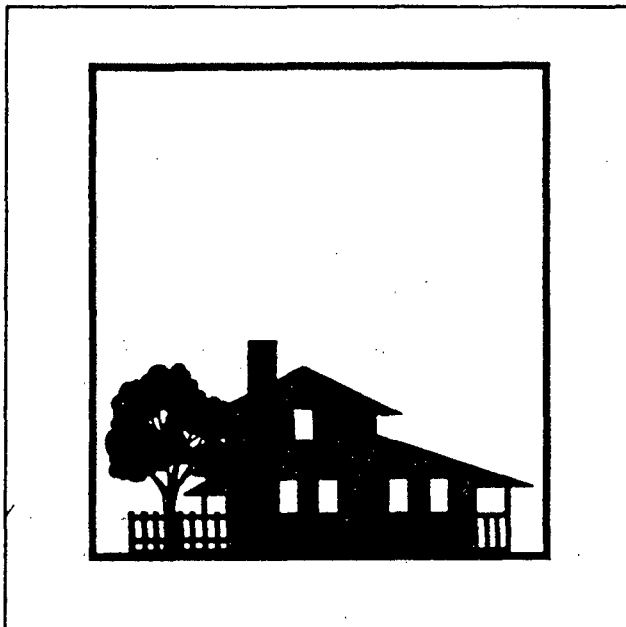
# CONTENTS

	<u>Page</u>
<b>I. INTRODUCTION</b>	<b>1</b>
Organization of the 1995-99 Plan	2
Survey Qualified Areas	2
General Methodology	3
<b>II. NEEDS ASSESSMENT</b>	<b>4</b>
Introduction	4
CDBG Program Goals	4
CDBG Program Categories	5
County-wide Needs by Program Category	6
Needs of Unincorporated Areas by Program Category	9
Needs of Incorporated Jurisdictions by Program Category	11
<b>III. GOALS, POLICIES AND STRATEGIES</b>	<b>21</b>
Introduction	21
CDBG Goal	21
Multnomah County CDBG Program: Long Term Objectives	22
General Operating Objectives	22
Eligible Activities	22
Ineligible Activities	22
Implementation and Administration	22
Plan Amendment	23
Project Selection Process and Schedule	23
Citizen Participation: Objectives and Policies	25
Allocation Targets	25
Project Selection Processes	27
<b>IV. MAPS</b>	<b>28</b>
<b>V. GLOSSARY</b>	<b>41</b>
<b>VI. ATTACHMENTS</b>	<b>42</b>

## I. INTRODUCTION

The 1995-99 Community Development Plan is designed to augment, and in some cases, revise the information contained in the Multnomah County Community Development Plan for 1984-87, the Community Development Plan Update 1987-90 and Community Development Plan Update 1990-93. Serving as an addendum to the previous three planning documents, the 1995-99 Plan reflects Multnomah County's community development goals and the means by which those goals will be achieved in the period 1995-99. The Plan will lay the foundation for the process by which funds will be allocated to CDBG projects intended to address identified needs.

The 1984 Plan, 1987 Plan Update and 1990 Plan Update each included a detailed description of those conditions in the County which affect and/or are affected by community development (CD) activities. All three documents included information on population characteristics, income and economic conditions, housing stock, and other baseline data. The 1984 Plan also outlined trends in the existing baseline information. The main source of information for the Plan was the 1980 Census and subsequent updates of census data.



As in all previous planning documents, the 1995 Plan encompasses both incorporated and unincorporated areas of Multnomah County. These planning documents also included information for neighborhoods that had been annexed into the City of Portland, but were still considered part of the County's planning area. With annexations by the City of Portland now complete, this 1995 Plan contains no information on neighborhoods annexed by the City of Portland.

The CDBG planning relationship with the City of Gresham has also changed during the last decade. In the years 1984-89, the City of Gresham was a member of the Urban County consortium for CDBG funding. Beginning in program year 1990,

the City of Gresham qualified as an "entitlement city" under the federal Community Development Block Grant program. Gresham and Multnomah County entered into a cooperative agreement to submit a joint application for CDBG funding during the first two years of the City's entitlement program. Gresham's program became independent from the County in 1992.

For the years 1995-97, Multnomah County has joined with the cities of Gresham and Portland to form a consortium eligible to receive Home Investment Partnership Program (HOME) funds. The Portland, Gresham and Multnomah County Consolidated Plan will contain the major housing needs assessment for the consortium jurisdictions. The Consolidated Plan will be completed in early 1995.

According to HUD statisticians the population of the entitlement area has dropped to 82,959, basically due to annexations by the City of Portland and the City of Gresham. Specific census tracts have not been identified, therefore, the County Profile Section in the 1994 Plan will be viewed as providing only general information on community trends.

The Needs Assessment, a partial inventory of potential CD projects in the County, has been revised in its entirety. This does not imply that projects identified in the 1984 Plan, 1987 Plan Update, 1990 Plan Update or elsewhere will not be considered, but rather is simply a reflection, based on input from citizens, public officials, and CD Program staff, of changes in CD needs in the decade since 1984.

Finally, while actual funding levels for 1995-1999 are not assured, program funds are expected to be less than that for the period 1990-93. General operating procedures and objectives will remain the same. The program will continue to be administered by the Community Development Program (CDP) of the Multnomah County Division of Community and Family Services. CDP staff will provide oversight, administration, and technical assistance to project applicants. The Policy Advisory Board (PAB) comprised of one representative from each participating city and the County will continue to provide policy direction and project recommendations to the Board of County Commissioners.

### **Organization of the 1995 Plan:**

In addition to the introduction, the CD Plan contains the following sections:

- **Needs Assessment.** As noted above, this section contains a listing of CD needs identified in the County. This list is only a preliminary inventory, and does not preclude other potential CD projects, nor does it guarantee funding for any particular project designed to address those identified needs.
- **Revisions to Goals and Strategies.** The general goals and strategies of the 1984 Plan, 1987 Plan Update and 1990 Plan Update are still applicable to this current Plan and do not conflict with the new Needs Assessment. However, based on the growing recognition of such needs as housing for the homeless, persons with disabilities, and persons in crisis situations, this section reflects minor changes in short-term program objectives as determined by the Policy Advisory Board. Of key interest in this section are the Resource Allocation policies, which set broad funding levels for different types of CD activities.
- **Maps.** Included in this section are various maps referenced in the body of the report.

### **Survey Qualified Areas**

In the 1995 Plan various areas or neighborhoods are considered "prequalified" when they have been identified as predominantly lower income on the basis of the U.S. census information. This status means that the "prequalified area" is automatically eligible for area-wide projects such as waterline improvements. Since the 1990 Census, a number of areas have lost prequalified status through gains in population of middle income families.

As a part of the 1995 CD Plan development process, several local surveys have been conducted, using HUD approved methodology, to establish moderate to low- income neighborhoods as lower income. Maps of qualified areas are included in this update.

## General Methodology

The 1995 CD Plan process was managed by staff from the County's Community Development Program. The recommended changes were reviewed and adopted by the Community Development Policy Advisory Board (PAB) of the County Community Development Block Grant Program and reviewed for adoption and implementation by the Board of County Commissioners in the winter of 1995. The planning process has consisted of the following:

1. Intergovernmental Cooperation Agreements were renewed between the County and each of the five small cities for the 1994-1996 program years.
2. Community development objectives as previously identified were reviewed by the CDP Staff and PAB members.
3. Housing and community development needs were identified through the analysis of information provided by participating cities, concerned agencies, organizations and individuals.

Public input to the Needs Assessment section of the 1995 CD Plan has come from a variety of sources. The chief source of gathering information has been through a public hearing process.

The Community Development Program staff conducted a public hearing to seek community involvement with the development of the Needs Assessment section of the Plan. Government officials, social service agencies, neighborhood associations, minority people's organizations and others received an announcement of the Public Hearing and a draft copy of the CD Plan Needs Assessment information. Oral testimony and written comments were received at the hearing. The minutes of the Public Hearing and written comments are included as an attachment to this report (**Attachment A**).

Key milestones in the planning process (i.e., draft plan public hearing, PAB review, and BCC adoption hearing) were advertised by mailer and/or notice in the Oregonian, Portland Observer and the Gresham Outlook. County staff met with each city and various special interest groups to discuss the program.

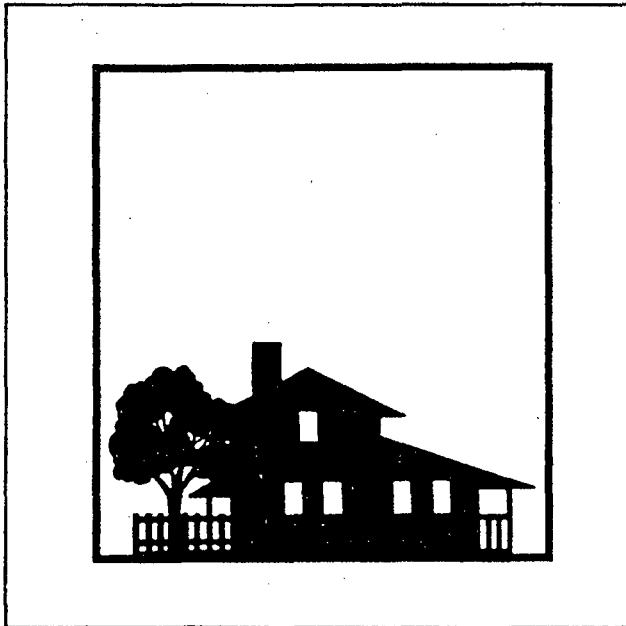
This project represents a reflection of the changes in the Multnomah County program. It also represents the conscientious efforts of local citizens and officials to acknowledge local needs and move ahead to address these issues.

## II. NEEDS ASSESSMENT

### Introduction

Citizens, elected officials, and agency staff in Multnomah County participated in the identification of community development needs in Multnomah County.<sup>1</sup> Needs were identified through meetings with city and county staff, elected officials, and county residents, and through public meetings. The needs identified in this plan do not constitute a definitive list of county needs, however they provide a guide for program development and implementation.

These needs are grouped according to the CDBG program categories described on pages 5-8. County-wide needs and the specific needs identified for each jurisdiction are also listed by category in the last section. The needs listed in this plan are not automatically eligible for funding; they must also comply with federal regulations governing the Community Development Block Grant program.



### Community Development Block Grant (CDBG) Program Goals

According to federal statute, the basic goal of the CDBG program is "the development of viable urban communities, including decent housing, a suitable living environment, and expanding economic opportunity, principally for persons of low and moderate income." This is achieved by giving "maximum feasible priority" to activities:

1. "of benefit to low and moderate income persons"; or
2. which "aid in the prevention or elimination of slums or blight"; or
3. "designed to meet other community development needs having a particular urgency because existing conditions pose a serious or immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs"<sup>2</sup> or where available resources are insufficient to meet such needs. This definition includes support for urgent needs where local funds are either insufficient or not available.

---

<sup>1</sup> County refers to the Multnomah County CDBG Entitlement Area.

<sup>2</sup> Federal Register, September 6, 1988, V. 53, No. 172, Section 570.200

## CDBG Program Categories

Potential projects are categorized according to one of these CDBG categories.

- **Neighborhood Revitalization.** Projects must address a lack of physical public facilities that results in an unsafe or undesirable condition in an identifiable neighborhood area or small city. Examples include substandard streets, public facilities or utilities, or a lack of such facilities. In order to be eligible for funding, per HUD regulation quartile exception criteria, 44.9 percent or more of the neighborhood population must be low or moderate income, according to the 1990 census or a later source. Projects that prevent or eliminate slums or blight are also eligible.<sup>3</sup>
- **Housing.** Projects must increase the quantity of affordable housing or improve substandard units for low or moderate income persons, the elderly or persons with disabilities. Special needs housing which serves the elderly or the disabled is also eligible.
- **Community Facilities.** Projects must address an identifiable lack of a facility or facilities to house a program or service needed by CDBG target populations. Only capital improvement needs are eligible.
- **Public Services.** Projects must provide essential social or health services for low and moderate income persons not currently being provided from other sources. Examples include: counseling and services related to crime prevention, child care, health, housing, recreation, drug abuse recovery, education and energy conservation.
- **Economic Development.** Programs that create or retain permanent jobs for low and moderate income residents are eligible if it can be shown that jobs could not be created without the infusion of CDBG dollars. Examples include: loans or grants which support creation or retention of jobs for low and moderate income people. Projects eligible for funding must exhibit a direct link between the creation or retention of jobs and CDBG expenditures and require a firm commitment to hire by the benefiting employer.

---

<sup>3</sup> See Glossary Section of the 1995 Community Development Plan for a more detailed definition of slums or blight. A neighborhood, as defined by HUD, is a geographic location which is designated in comprehensive plan, ordinance or other local document.

- **Historic Preservation.** Projects must meet one of the three national CDBG objectives<sup>5</sup> and protect a significant historic resource in Multnomah County.
- **Disabled Access.** Projects must remove physical barriers and construct facilities to ease access for persons with disabilities in public facilities, private residences or businesses. Examples include: construction of ramps, lowering counter tops, or widening doorways to accommodate wheelchairs.

## County-wide Needs by Program Category

The Multnomah County CDBG program includes Fairview, Maywood Park, Troutdale, Wood Village, and a portion of Lake Oswego, in addition to the unincorporated areas of the county. Some identified needs might result in projects which would benefit residents in all of these areas. These county-wide needs are listed below.

<b>Program Category</b>	<b>Description</b>
-------------------------	--------------------

<b>Housing</b>	<p>There is a need to improve the quality and quantity of affordable housing for low and moderate income people and to provide appropriate housing opportunities for special needs households. Example of housing activities include the following:</p> <ul style="list-style-type: none"> <li>. Provide assistance to very low income households to install on-site sewer lines to enable hooking up to sewers in the mid-County area, where no other resources are available.</li> <li>. Acquire and/or renovate housing for an emergency shelter for the homeless, victims of domestic violence, and other special needs households.</li> <li>. Acquire and/or renovate housing for transitional (90-day) housing units for homeless individuals and families.</li> <li>. Facilitate the development of low-income rental units, utilizing a public/private partnership approach.</li> <li>. Provide a range of no-interest and low-interest loans and grants to assist low income homeowners to rehabilitate their dwellings.</li> <li>. Initiate a program that provides affordable home ownership opportunities to low and moderate families.</li> </ul>
----------------	--



---

<sup>5</sup>

The objectives are listed in the Goals and Strategies Section of this report.

- . Provide low-interest loans to assist landlords to rehabilitate affordable rental housing serving primarily low and moderate income households.
- . Weatherize multi-family housing and provide safe lighting.
- . Install deadbolt locks in elderly/family housing.
- . Inspect low income housing for health and safety hazards and develop housing codes.
- . Acquire and/or rehabilitate housing to make it accessible to persons with mobility impairments.
- . Assist low and moderate income mobile home owners in their efforts to establish cooperative ownership of park sites.

**Public  
Services**

Support an emergency services network designed to address basic needs of people in crisis and, thus, assisting them to stabilize and become self-sufficient. Examples of public service activities include the following:

- . Match emergency shelter and basic needs assistance with case management which will enable people to disengage from the emergency services system and become economically self-sufficient.
- . Provide shelter for individuals and families escaping domestic violence situations.
- . Provide homeless individuals and families access to drug and alcohol treatment programs.
- . Provide mental health counseling services to families affected by the problems of physical, mental and sexual abuse.
- . Provide basic health and dental maintenance services.
- . Provide shared housing referral services to match elderly and low or moderate income persons to help elderly home owners continue to live independently.
- . Provide temporary housing vouchers for the homeless.
- . Provide rent supplements to stabilize housing conditions for low-income families and prevent evictions.
- . Provide fair housing education, outreach and enforcement.
- . Provide housing counseling and habitability services to low income and special needs households to prevent homelessness.
- . Provide citizen training/education programs to include such topics as home protection, home ownership, and how to be involved in public decision processes.
- . Provide low income families with job training and educational services.
- . Provide support services to persons with physical and mental disabilities.



**Neighborhood  
Revitalization**

Neighborhood revitalization needs address serious public health and safety issues such as fire protection and clean water. Examples of county-wide activities include the following:

- . Upgrade water system facilities and fire hydrant facilities to provide adequate flow and fire protection resources to lower income neighborhoods.
- . Construct sidewalks where none currently exist and improve handicap accessibility of existing sidewalks according to uniform design standards.
- . Make necessary storm drainage improvements in accordance with the County Storm Drain Master Plan to alleviate flooding of homes in prequalified neighborhoods.
- . Make street reconstruction/construction improvements of a health and safety nature serving prequalified neighborhoods.
- . Improve street lighting to upgrade safety and security to low and moderate income neighborhoods.
- . Acquire and develop neighborhood parks serving low and moderate income households.
- . Provide a neighborhood fix-up, clean-up program.

**Disabled  
Access**

- . Construct ramps, widen halls and doorways, etc. in public facilities and residential facilities for elderly and disabled.
- . Encourage development of projects which are for communication access, e.g., TDD access, assisted listening systems, etc.

**Economic  
Development**

Multnomah County needs to create or retain jobs for lower income people. Activities designed to improve economic opportunities include:

- . Support organizational activities serving east county business districts.
- . Encourage new businesses to locate in East County.
- . Assist existing businesses and business districts to make needed improvements to encourage job creation in East County.
- . Match case management services for low-income and disabled persons with vocational training.

# Needs of Unincorporated Areas by Program Category

**Population: 62,739 (1990 Census)**

**Number of Housing Units: 33,578**

The unincorporated area of Multnomah County includes the urbanized mid-county area generally between SE 122nd and SE 148th, the territory east of Gresham and Troutdale, as well as the area west of the City of Portland's most western boundary. Extensive annexations by the cities of Portland and Gresham have significantly reduced the population of the area since the 1980 census.

Identified community development needs in Multnomah County reflect a wide range of concerns, including neighborhood revitalization needs (such as improved water/sewer service and increased parks and recreation facilities), and a variety of public service needs, and specialized housing programs.

Identified needs in unincorporated Multnomah County are listed below:

<b>Program Category</b>	<b>Description</b>
<b>Neighborhood Revitalization</b>	<p>Neighborhood revitalization needs address serious public health and safety issues such as fire protection and clean water. Examples of community-wide activities include the following:</p> <ul style="list-style-type: none"><li>Upgrade water system facilities and fire hydrant facilities to provide adequate flow and fire protection resources to lower income neighborhoods.</li><li>Provide assistance to very low income households to install on-site sewer lines to enable hooking up to sewers in the mid-County area where no other resources are available.</li><li>Construct sidewalks where none currently exist and improve disabled accessibility of existing sidewalks.</li><li>Make necessary storm drainage improvements in accordance with local capital improvement plans.</li><li>Make street reconstruction/construction improvements of health and safety nature serving prequalified neighborhoods.</li><li>Improve street lighting to upgrade safety and security to low and moderate income neighborhoods.</li><li>Acquire and develop neighborhood parks serving low and moderate income households.</li><li>Provide a neighborhood fix-up, clean-up program.</li></ul>
<b>Housing</b>	<p>There is a need to improve the quality and quantity of affordable housing for low and moderate income people and to provide appropriate housing opportunities for special needs households. Example of housing activities include the following:</p> <ul style="list-style-type: none"><li>Acquire and/or renovate housing for an emergency shelter for the homeless victims of domestic violence and other special needs households.</li></ul>

- . Provide a range of no-interest and low-interest loans and grants to assist low income homeowners to rehabilitate their dwellings.
- . Initiate a program that provides affordable home ownership opportunities to low and moderate income families.
- . Provide low interest loans to assist landlords to rehabilitate affordable multi-family rental housing serving primarily low and moderate income households.
- . Weatherize multi-family housing and provide safe lighting.
- . Install deadbolt locks in elderly/family housing.
- . Inspect low income housing for health and safety hazards and develop housing codes.
- . Acquire and rehabilitate housing for special needs individuals.

## **Economic Development**

Multnomah County needs to create or retain jobs for lower income people. Activities designed to improve the economic opportunities include:

- . Support organizational activities serving east county business districts.
- . Encourage new businesses to locate in east County.
- . Assist existing businesses and business districts to make needed improvements to encourage job creation in east County.

## Needs of Incorporated Areas By Program Category

### City of Fairview

Population: 2,391 (1990 Census)

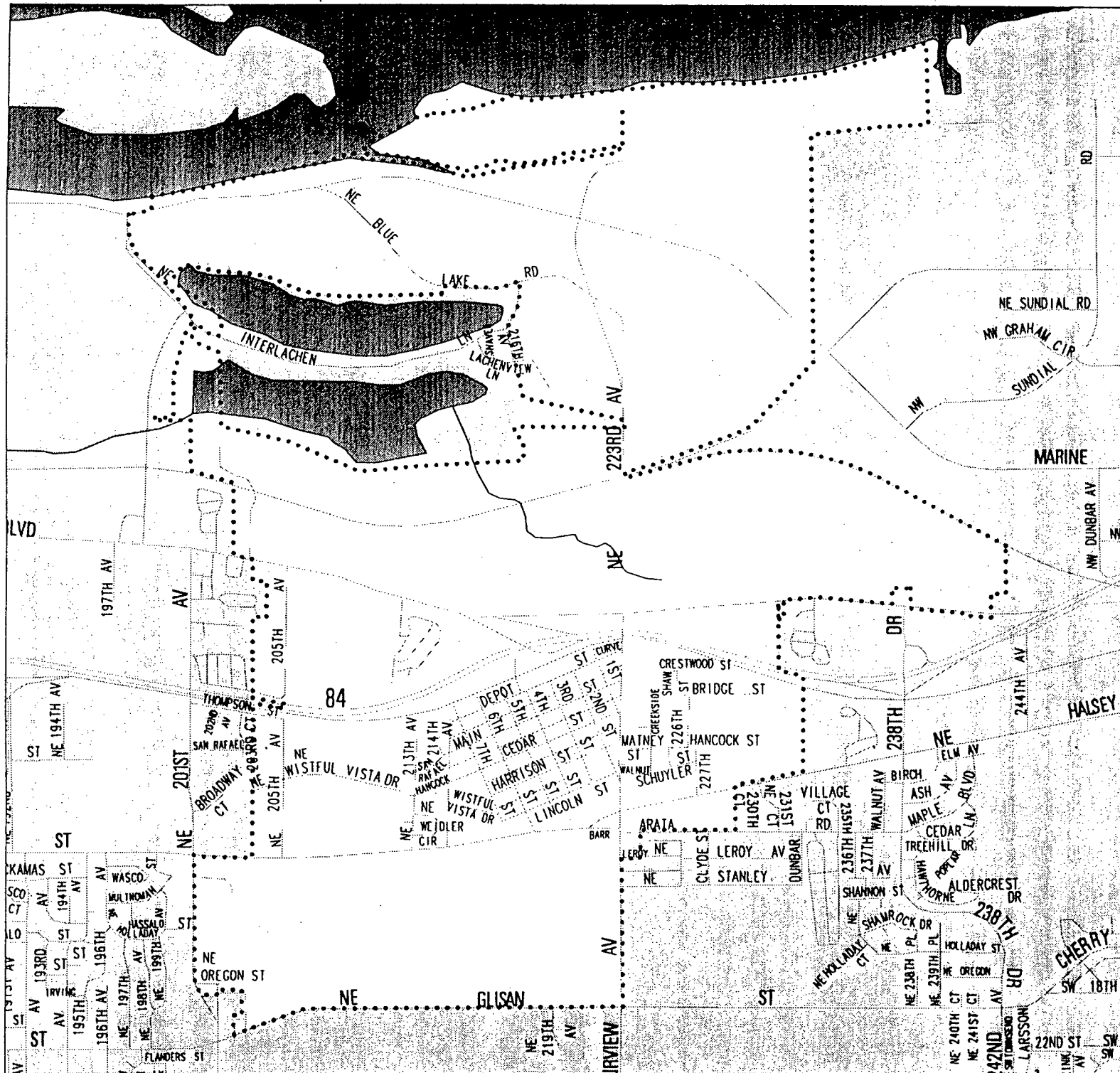
Number of Housing Units: 922

1990 Block Grant statistics establish that over 41 percent of the households within the city limits are low and moderate income. Census tracts with 44.9 percent low and moderate income residents will be served by neighborhood revitalization projects; many neighborhoods were surveyed for eligibility. [See page #40 for survey information.] A small percentage of the housing units are substandard.

Major problems faced by Fairview include deteriorating streets, lack of an adequate drainage system and lack of a fully developed sanitary sewer system. Streets and roadways in the central core of the City have deteriorated over the past two decades. Drainage problems are severe in the winter, causing water to collect in vacant lots, streets and intersections, and ditches.

Needs identified in Fairview are listed below:

Program Category	Description
Neighborhood Revitalization	. Resurface streets in core area.
	. Waterline system.
	. Storm drains.
	. Flood control devices along Fairview Creek and elsewhere.
	. Sanitary sewer improvements.
	. Enhance park facilities which serve lower income Fairview households.
	. Fire protection and suppression services.
	. Rehabilitation of local streets.
Housing	. Provide rehabilitation assistance to low and moderate income families.
Disabled Access	. Construct curb cuts to improve disabled access to City Hall.
	. Construct cuts and build wide asphalt paths to city park.



# Fairview

## SOURCES:

METRO STREET ADDRESS MAP

Graphic source:

RLIS Parcel Map, 1994

Map accuracy and data collection scale:

Center of Harrison, Milwaukie, Oregon City and Tigard  
control point positional accuracy is plus or minus five feet  
or better, 1"=100'

Multnomah County East of 42nd Ave: based on existing control  
points. Line work entered using coordinate geometry.  
Remainder of region: control point positional accuracy is plus  
or minus ten feet, 1"=100', 1"=200' or 1"=400'

Data source:

US Bureau of the Census TIGER Line File 1990, county address  
records, Thomas Bros. Maps Inc.

## CITY LIMITS

Portland Metropolitan Area Boundary Commission and local  
jurisdiction zoning maps, 1994. Refer to the parcel map.

600 NE Grand Ave  
Portland, OR 97232-2736  
(503) 797-1700



METRO

## **City of Lake Oswego (Multnomah County Segment)**

**Population: 32,564 (2,109 persons in Multnomah County)**

**Number of Housing Units: 13,123 (Clackamas and Multnomah County combined)**

The City of Lake Oswego is located south of Portland. Although most of the city is in Clackamas County, a small portion is in Multnomah County. This portion is part of the Mountain Park residential development and has a population of 2,109 persons in the entitlement area. Incomes and housing values in this area are higher than any other community in Multnomah County.

No specific community development needs have been identified at this time for this area in Lake Oswego.

## **City of Maywood Park**

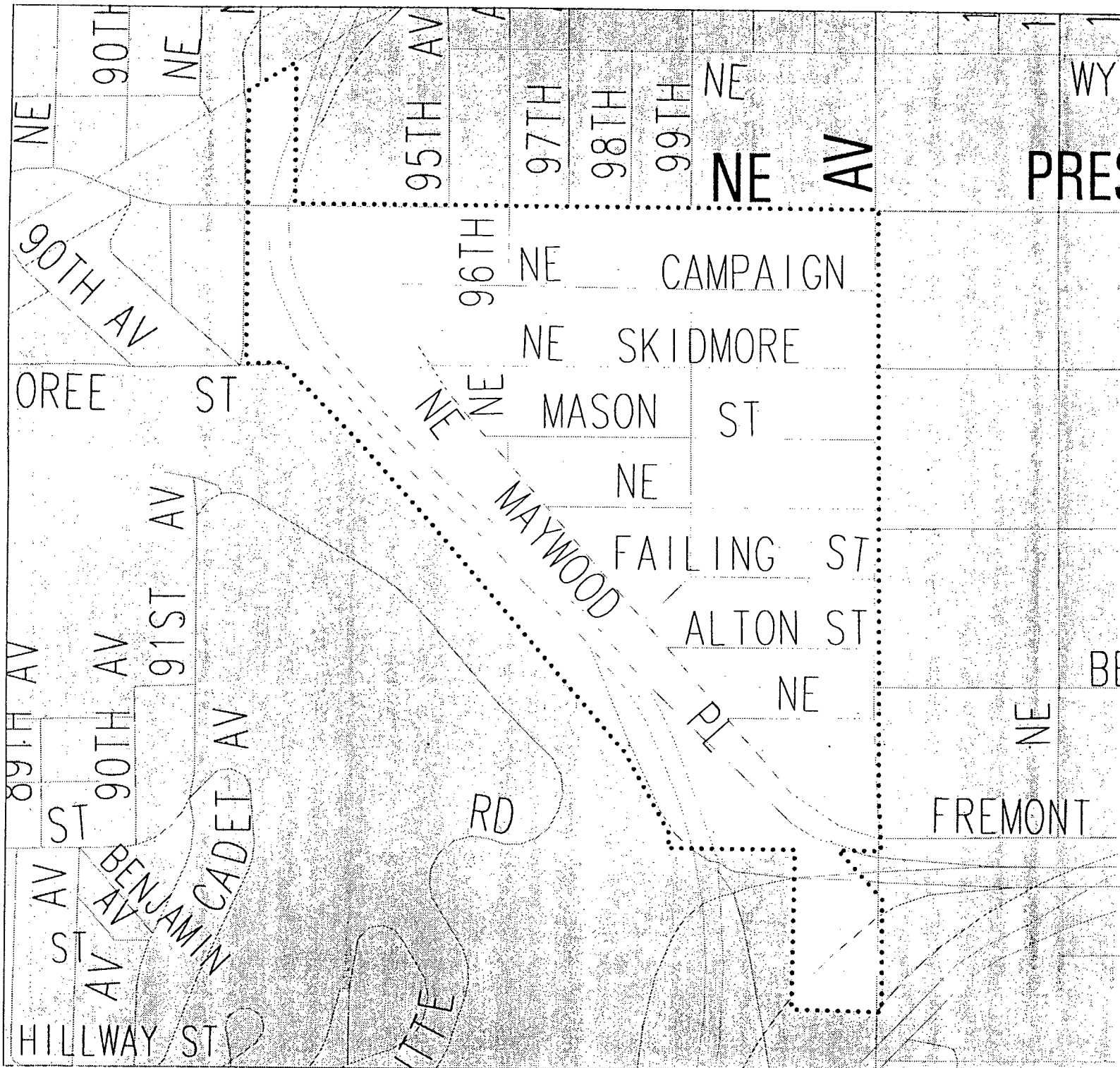
**Population: 781 (1990 Census)**

**Number of Housing Units: 306**

Maywood Park is bounded by I-205, NE 102nd Avenue, and Prescott Street. Approximately 30 percent of the residents are elderly and about 21 percent are low and moderate income. The drop in population between the 1980 census (900 persons) and the 1990 census (781 persons) indicates a decrease in average household size and aging of the population. The city is entirely residential; most structures are single-family owner-occupied houses between 30 and 50 years old. Because no commercial areas exist in Maywood Park, residents are reliant upon neighboring commercial centers, especially the Parkrose business district.

Needs identified in Maywood Park are listed below:

<b>Program Category</b>	<b>Description</b>
<b>Neighborhood Revitalization</b>	. Convert from cesspools to sanitary sewers.
	. Install curbing and/or sidewalks as needed.
	. Place electrical and telephone lines underground to minimize storm damage.
<b>Housing</b>	. Rehabilitate low or moderate income housing units.
	. Weatherize low or moderate income housing units.



R L I S

# Maywood Park

**SOURCES:**  
**METRO STREET ADDRESS MAP**  
 Graphic source:  
 RLIS Parcel Map, 1994  
 Map accuracy and data collection scale:  
 Cities of Beaverton, Milwaukie, Oregon City and Tigard:  
 control point positional accuracy is plus or minus five feet  
 or better, 1"=100'  
 Multnomah County East of 62nd Ave: based on existing control  
 points. Line work entered using coordinate geometry.  
 Remainder of region: control point positional accuracy is plus  
 or minus ten feet, 1"=100', 1"=200' or 1"=400'  
 Data source:  
 US Bureau of the Census TIGER Line File 1990, county address  
 records, Thomas Bros. Maps Inc.  
**CITY LIMITS**  
 Portland Metropolitan Area Boundary Commission and local  
 jurisdiction zoning maps, 1994. Registers to the parcel map

600 NE Grand Ave  
 Portland, OR 97232-2736  
 (503) 797-1700





## City of Troutdale

Population: 9,608 (1990 Census)

Number of Housing Units: 2,509

Troutdale is a suburban community approximately 15 miles east of Portland. Its greatest period of growth was in the 1970's when population increased from 600 to more than 5,000; current population is approximately 9,608. During this period, the city's land area increased seven times and the housing stock four times, primarily because of annexations. City services have been extended in advance of new development or as new development occurred. The eastern expansion of Troutdale is limited by the boundaries of the Columbia River Gorge National Scenic Area.

Most of Troutdale's housing stock is relatively new. Since 92 percent of the city's housing stock is less than 20 years old, the overall condition of the stock is good. However, most of the housing units in the Old Town area were built before 1950. Consequently, some units are in need of repairs. Street reconstruction, sidewalk, storm sewer, and water line improvements in the Old Town area were carried out during the past decade of funding.

Aside from housing and neighborhood related concerns, Troutdale's greatest need is to stimulate investment in commercial and industrial development so that more jobs will be available to area residents. The downtown adjacent to, and part of, the Old Town is strategically located providing both convenient employment and shopping opportunities for Old Town residents.

Immediately north of the downtown is another area planned for commercial and industrial development. This area, referred to as the "Troutdale Mini-Industrial Park," consists of both privately and publicly owned land. Water, storm sewer, and street improvements, are needed in both the Troutdale Industrial Park and downtown areas to stimulate economic development. Some planning work will be required to further the design and improvement of both areas.

Needs identified in Troutdale are listed below:

Program Category	Description
Neighborhood Revitalization	Improve streets, sidewalks, storm sewers, utilities and water lines in Old Town.
	Develop city park on river.
	Improve streets, sidewalks, storm sewers, utilities, waterlines and other facilities within the survey qualified area of Troutdale.
	Construct a 12" waterline upgrade along the Historic Columbia River Highway from Kibling to the Sandy River in order to provide fire protection to homes, businesses and City facilities.
	Construct adequate storm sewer facilities to serve industrial areas.
	Construct sewer and water facilities to serve Troutdale's commercial/industrial areas.
	Construct public facilities in concert with, or in anticipation of development.
	Construct 250 off-street parking spaces in the downtown area.

**Community  
Facilities**

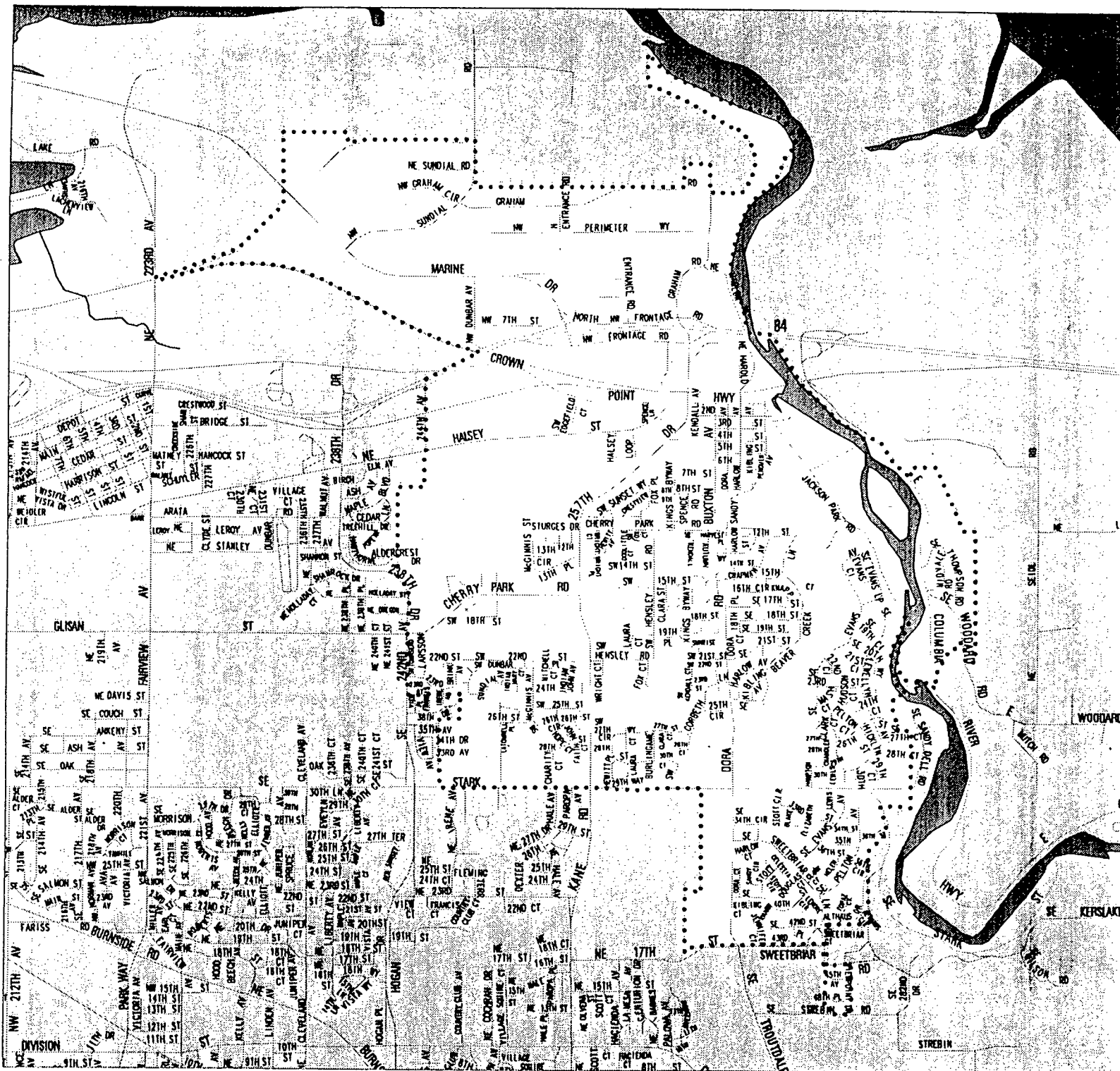
- . Building improvements, property acquisition, play equipment, trails, fences, etc.
- . Construct public/private parking to accommodate downtown redevelopment.
- . Construct additional off-street parking spaces in the downtown core area.
- . Expand or replace aging City Hall.
- . Replace deteriorated Public Works Shop.

**Economic  
Development**

- . Construct storm sewer system to serve Troutdale
- . Construct sewer and water line to commercial property along north side of I-84.
- . Establish commercial/industrial revolving loan fund to assist in the restoration of downtown businesses.
- . Develop training facilities for private firms at Mt. Hood Community College site.

**Planning**

- . Prepare storm drain master plan to identify needs and develop construction strategy to build system.
- . Develop strategies and commercial/industrial attraction strategies for the downtown, commercial and industrial areas.
- . Conduct a "Needs Analysis" for Community Facilities.



R L I S

# Troutdale

**SOURCES:**  
**METRO STREET ADDRESS MAP**  
 Graphic source:  
 RLIS Parcel Map, 1994  
 Map accuracy and data collection note:  
 Cities of Beaverton, Milwaukie, Oregon City and Tigard  
 control point positional accuracy is plus or minus five feet  
 or better, 1"=100'  
 Multnomah County East of 42nd Ave: based on existing control  
 points. Line work entered using coordinate geometry.  
 Remainder of region: control point positional accuracy is plus  
 or minus ten feet, 1"=100', 1"=200' or 1"=400'  
 Data source:  
 U.S. Bureau of the Census TIGER Line File 1990, county address  
 records, Thomas Bros. Maps Inc.  
**CITY LIMITS**  
 Portland Metropolitan Area Boundary Commission and local  
 jurisdiction zoning maps, 1994. Refer to the parcel map.

600 NE Grand Ave  
 Portland, OR 97232-2736  
 (503) 797-1700



## City of Wood Village

**Population: 2,920 (1990 Census)**

**Number of Housing Units: 1,197**

The City of Wood Village is a residential community in an area slightly less than one square mile. It contains five manufactured home parks (436 units), primarily housing retired residents and senior citizens. Overall, the City's housing stock consists of 32% single-family and duplex units, and 68% multi-family and manufactured home park units. Originally a war-time housing project for workers at the nearby Reynolds Aluminum Plant in Troutdale, housing in the older section ("Original Village"), and the streets and water and sewer facilities serving it, is very different from that in the newer section of the city, built during the 1960's.

According to 1990 census information, approximately 43 percent of the City's residents are low or moderate income. There are concentrations of low and moderate income households in identified neighborhoods. Census tracts with 44.9 percent low and moderate income residents will be served by neighborhood revitalization projects; many neighborhoods were surveyed for eligibility. [See page #40 for survey information.] Replacement of deteriorating waterlines, sanitary sewer, storm sewer, and street improvements have now been completed in the "Original Village."

A number of needs have been identified by the City Council and are reflected in the City's Comprehensive Land Use Plan and Capital Improvement Plan. Aside from housing and neighborhood revitalization concerns, Wood Village's greatest need is to stimulate investment in commercial and industrial development.

Needs identified in Wood Village are listed below:

<b>Program Category</b>	<b>Description</b>
<b>Neighborhood Revitalization</b>	Waterline improvements to increase fire protection.
	Maintain and improve City Park.
	Develop new park properties.
	Apply roof sealant to reservoir #1.
	Improvements to storm drainage system.
<b>Housing</b>	Rehabilitate older residential structures.
<b>Economic Development</b>	Water system improvements to provide sufficient flow to serve commercial and industrial properties.
	Construct sanitary sewer line to serve industrial properties north of Sandy Blvd.
	Construct access roads to serve land locked manufacturing properties between Halsey Street and I-84.



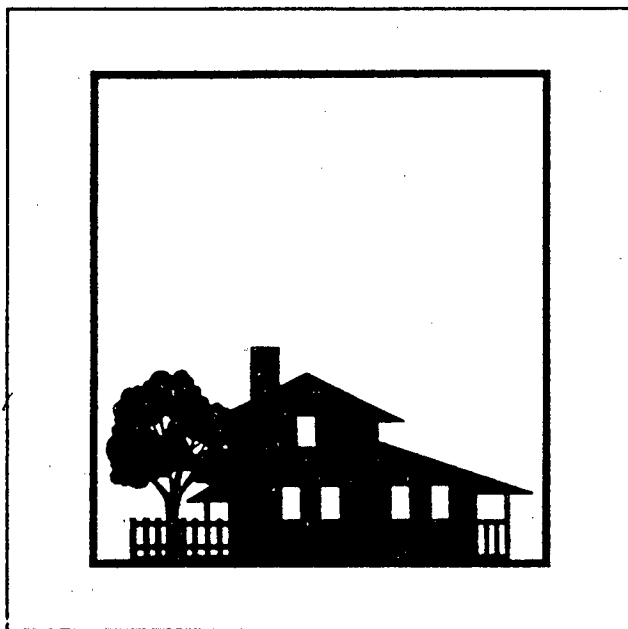
### III. GOALS, POLICIES AND STRATEGIES

#### INTRODUCTION

This section presents long and short term community development objectives and operating policies for allocation of the county's CDBG funds. Short term objectives are specific, and provide direction for the allocations and programs likely to be funded by the CD Block Grant program. The resource allocation policies discussed in the last part of this section are based on the short and long term objectives and are reflected in the project rating criteria. Projects will be selected based on how well they achieve the CDBG objectives. These objectives and policies provide guidance to those involved in the county's CDBG effort -- citizens, the Community Development Program (CDP), the Policy Advisory Board (PAB), and the Multnomah County Board of County Commissioners (BCC).

This section is organized as follows:

- General CDBG program goal and the county's long term objectives.
- General operating objectives for administration and allocation of CDBG funds.
- Short term objectives and resource allocation policies for the program.



#### CDBG Goal

According to federal statute, the basic goal of the CDBG program is "the development of viable urban communities, including decent housing, a suitable living environment, and expanding economic opportunity, principally for persons of low and moderate income."

#### Multnomah County CDBG Program: Long Term Objectives

1. Ensure compatibility between the CDBG programs of the cities of Gresham and Portland and Multnomah County in the areas of annexation activity.

2. Wherever possible, use CDBG monies with matching funds from other sources and, where appropriate, encourage establishment of revolving loan funds. The purpose of this objective is to have a maximum and sustained effect on the community development needs of the area.
3. Wherever possible, use housing development and housing rehabilitation staff and resources to leverage other funding for programs for the entitlement area. These include the HOME program, Section 8, HOPWA, and other State/Federal programs to address needs of the homeless and other special needs populations.
4. Establish an allocation process for future program years which is well-defined, responsive to federal requirements, addresses local priorities, and gives priority to projects that may be completed in a timely fashion.

## **General Operating Objectives**

The Multnomah County Community Development Program (CDP) administers the block grant program and provides staff support to the PAB and project sponsors. After appropriate review, CDD prepares and submits the county's annual statement of objectives and projected use of funds to HUD, with PAB and BCC approval.

Eligible applicants include: participating cities, public agencies, special service districts, non-profit organizations, and County Departments. Individuals and neighborhood associations must work with one of these organizations to sponsor a project.

## **Eligible Activities (24 CFR 570.201-206)**

Eligible activities include housing rehabilitation programs, street and utility improvements, parks, community centers, various public services, and economic development activities which create or retain jobs for lower income people.

## **Ineligible Activities (24 CFR 570.207)**

Under current federal regulations, activities specifically ineligible are "buildings for the general conduct of government" -- city halls, county administration buildings, and state legislative or administrative offices. In addition, CDBG funds cannot be used for general government, operations and maintenance of public facilities, new housing construction or political activities.

## **Implementation and Administration**

The CDBG program will be administered by the Community Development Program (CDP) of the Multnomah County Division of Community and Family Services. CDP staff will be responsible for oversight and administration to ensure compliance with the program's policies and federal regulations. Because of the fact that most of the jurisdictions in the consortium have very limited staff, this centralized administrative approach was selected rather than a system where administrative responsibility is passed through to the project sponsor. This approach eliminates duplication and allows for an efficient and timely tracking of projects from start to completion. The centralized staff will provide expertise in meeting federal

reporting and auditing requirements. This does not rule out the use of subcontracts where appropriate, but does place the administrative burden on the CDP. As resources permit, CDP staff will provide technical assistance to applicants in planning and designing potential projects and will act as a liaison with the project sponsor throughout the life of the project. CDP staff will ensure that federal requirements and the citizen participation objectives of this plan are met.

### **Plan Amendment**

The plan may be amended to add or change qualified areas, objectives, or policies. All amendments should be submitted at least 45 days before action by the PAB and BCC. Requests to amend the plan may be submitted by an interested party, including local government officials, nonprofit organizations, profit-making firms, and citizens. All amendments must be approved before the project selection process begins.

### **Project Selection Process and Schedule**

Table 1 gives the schedule for the project selection process for program year 1995-96. These dates are general; a more specific time line will be available at the application workshop.



**TABLE 1**

**PROJECT SELECTION PROCESS  
TIME LINE  
1995**

January	Board of County Commissioners (BCC) adoption of the 1995-1999 Community Development Plan including general policies and strategies for addressing local community development needs.
January	Community Development Program (CDP) holds application workshop for potential sponsors of 1995-96 projects.
February	1995-96 project applications due to CDP.
May	Policy Advisory Board submits funding recommendations to BCC for 1995-96 projects.  BCC acts on recommendations.
June	Contract signing, environmental clearance.
July	1995-96 program year begins.

**Note: Timeline for subsequent years will be likely to begin the fall of each calendar year.**

## **Citizen Participation: Objectives and Priorities**

Citizen involvement is an important element in the success of the Multnomah County Community Development Block Grant program. Citizen participation opportunities include workshops and public hearings, noticing of major programmatic decisions and provision for citizen involvement at all Policy Advisory Board and BCC meetings where Block Grant related matters are under discussion. The Citizen Participation Plan is included in this document as **Attachment B**. Contact CD staff at (503) 248-3616 for copies of all citizen participation information.

## **Short Term Objectives and Allocation Objectives**

The overall CDBG objective is to address as many eligible housing and community development needs serving concentrations of low and moderate income people in an efficient, equitable, and cost effective manner, with primary emphasis on the needs of low and moderate income residents.

A wide range of projects may meet this objective, and generally, potential activities greatly exceed available funds. The following short term objectives establish a county-wide framework for guiding PAB/BCC project selection and funding allocations during the next five years.

- Allocate funds primarily to meet the needs of the County's low and moderate income population; address the county's pressing community development needs. Use financial resources for programs that serve, and/or areas that contain, high numbers of low and moderate income households.
- Select projects which minimize the involuntary displacement of persons from their neighborhoods. Encourage those which provide reasonable benefits to displacees.
- Emphasize implementation of programs and projects. Planning activities will be considered as part of the actual projects.
- Strive to allocate funds equitably in accordance with the identified needs and the project selection process.
- Within the category of public services, give priority to projects which provide needed services essential to meet the increasing needs of no and low income families in east county and which further the integration of the public service network.
- Select projects which have a strong likelihood for completion within the program's schedules.
- Increase the impact of CDBG funds by encouraging projects which are supplemented with other funds.

The allocation targets in Table 2 are designed to address the variety of critical community development needs of low and moderate income residents in Multnomah County. The allocation breakdown is based on an analysis of the needs identified in the development of this plan, level of demand and relative urgency of various activities, prior county experience with CDBG programs, the particular characteristics and time limitations of this entitlement grant, and federal policies governing program administration.

**TABLE 2**  
**ALLOCATION TARGETS<sup>6</sup>**

<b>FY 95-96</b>		<b>Percentage of CDBG Funds</b>
Neighborhood Revitalization		25 %
Housing Rehabilitation		25
Housing Development		10
Public Services		10
Economic Development		5
Contingency		5
	Subtotal	<hr/> 80 %
Administration		20 %
	Grand Total	<hr/> 100 %

**NOTE:** Disabled Access and Historic Preservation projects are included in Neighborhood Revitalization, Housing, Public Services and Economic Development categories.

---

<sup>6</sup> Subject to variation based on project requests, approvals and federal appropriations.

## **PROJECT SELECTION PROCESSES**

Proposals for Neighborhood Revitalization, Economic Development and Public Services activities will be rated on a competitive basis according to specific selection criteria designed to solicit local strategies which meet the county's CDBG objectives. CDP staff will review and rate project proposals based on the needs and policies identified in the plan. The recommended ratings will then be reviewed and amended or ratified by the Policy Advisory Board, and finally, approved by the Board of County Commissioners.

## **IV. MAPS**

### **Entitlement Area Boundary**

The 1995-99 Entitlement Area Boundary has been established by HUD based on the effective county boundary as of July, 1994.

### **Prequalified Areas**

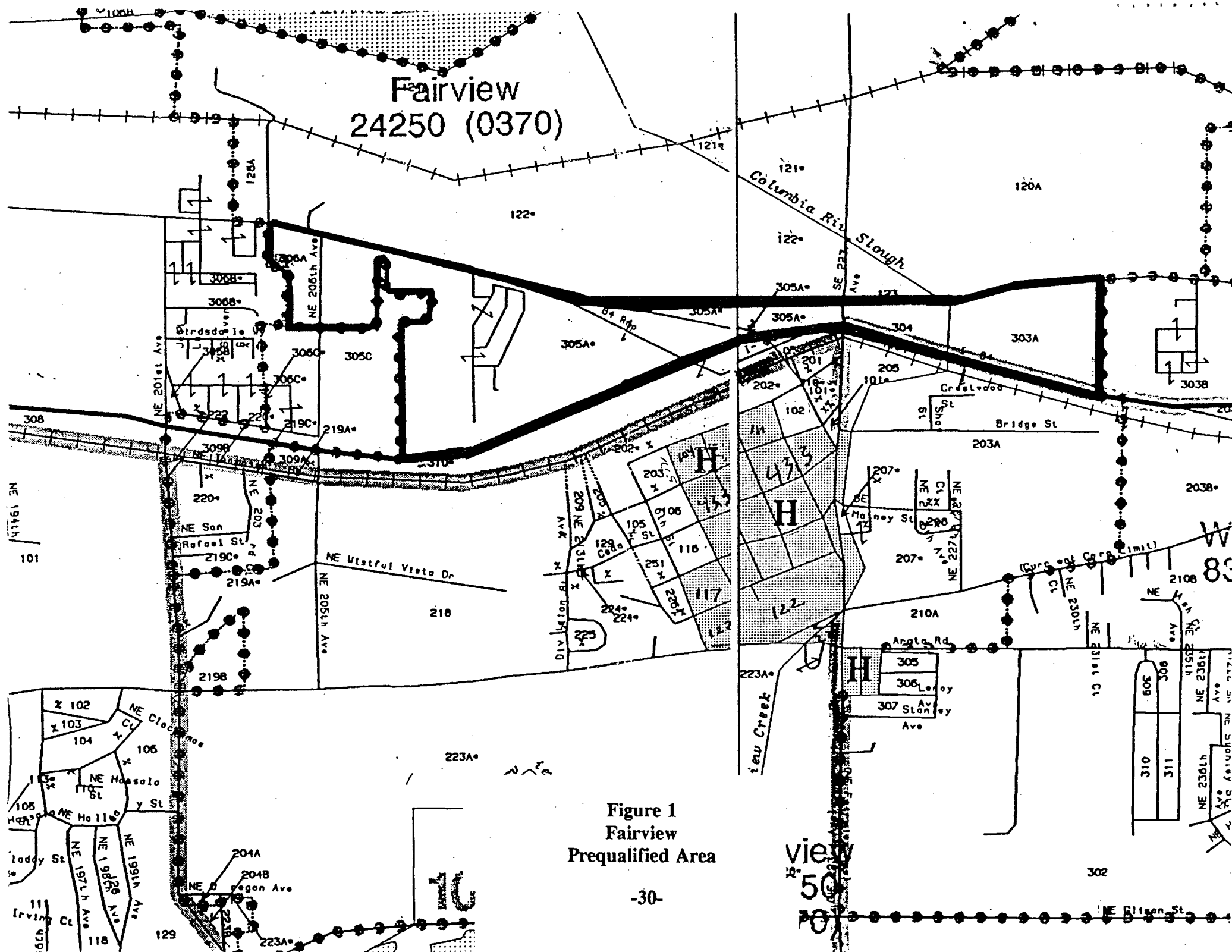
Federal guidelines define areas where the majority of the residents are low or moderate income, according to available census data, as "prequalified." Neighborhood Revitalization projects are eligible for funding consideration if they are located in and designed to serve these geographical areas. Census block group data was used to determine prequalified areas identified in the 1995-99 CD Plan. These areas are subject to periodic review and revision by HUD economists. Maps of the original prequalified areas are included in the 1995 Plan.

### **Survey Qualified Areas**

Entitlements cities and counties may conduct a survey of all or part of their jurisdictions to determine program eligibility. Any neighborhood shown by the survey to have 44.9 percent or more of the residents as low or moderate income also qualifies for Neighborhood Revitalization projects. Based on surveys conducted by Portland State University's Center for Population and Research in November, 1994, certain census block group areas have been designated as low and moderate income on the basis of survey information. The income data and maps of the prequalified areas are presented on the following pages.

**Figure 1**  
**Prequalified Area**

**Fairview**  
**Census Tract 102, Block Group 3**



**Figure 2**  
**Prequalified Area**

**Troutdale**  
**Census Tract 102, Block Group 1\***

**\*A primarily non-residential neighborhood.**



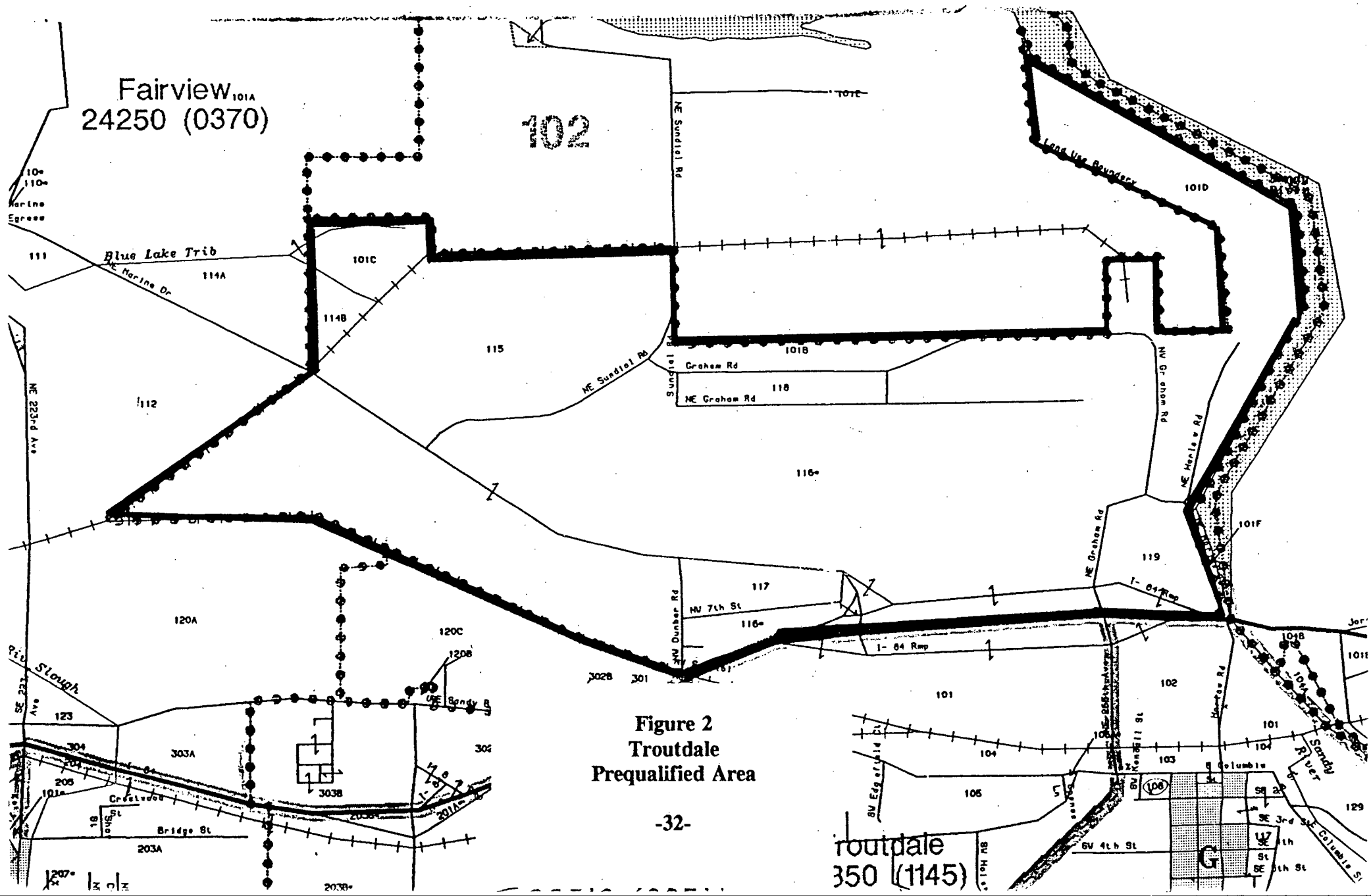


Figure 2  
Troutdale  
Prequalified Area

**Figure 3**  
**Prequalified Area**

**Wood Village**  
**Census Tract 103, Block Group 1**

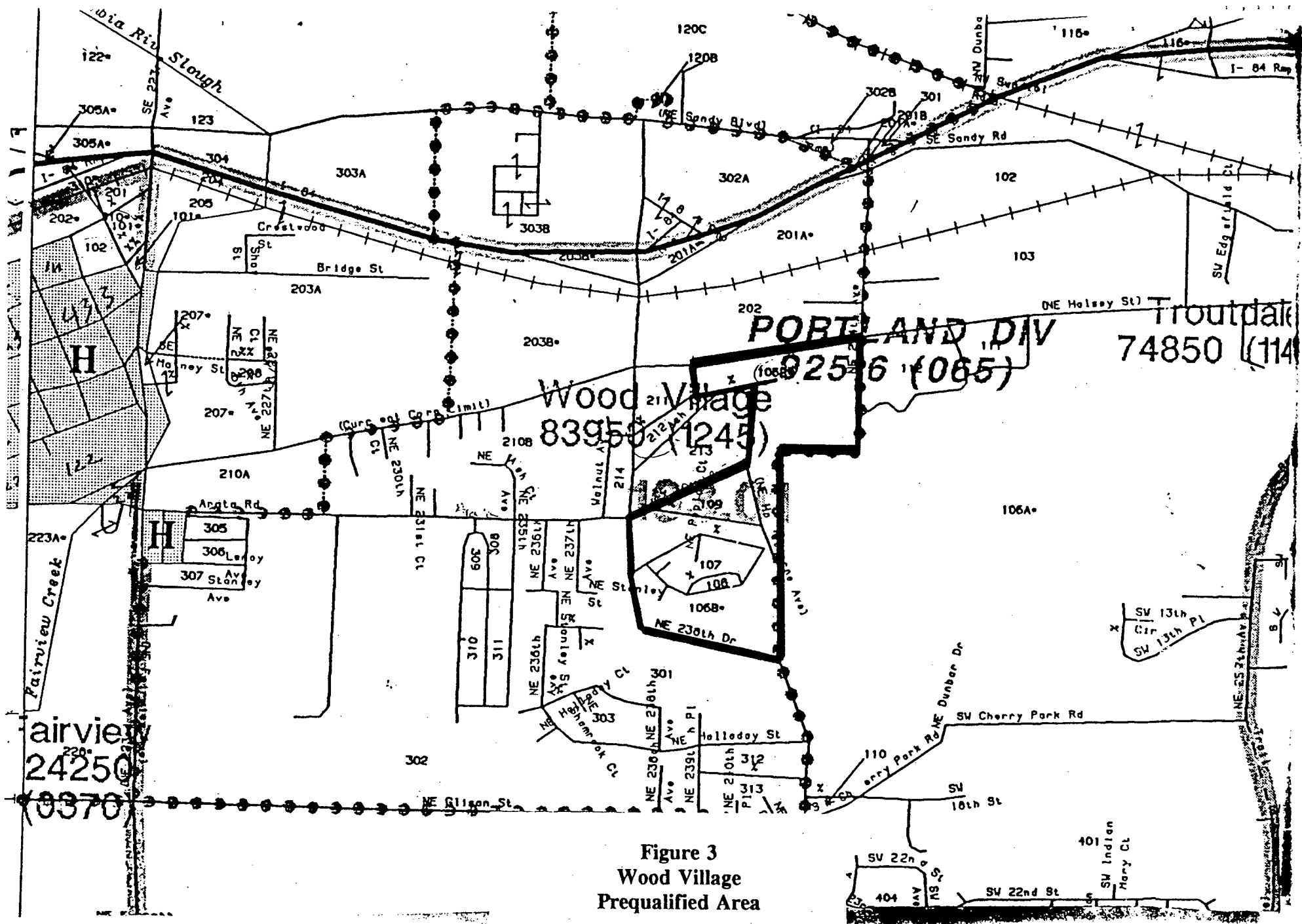


Figure 3  
Wood Village  
Prequalified Area

**Figure 4**  
**Survey Qualified Areas**

**Fairview**

**Census Tract 101.00, Block Group 1**

**Census Tract 101.00, Block Group 2**

**Census Tract 103.00, Block Group 2**

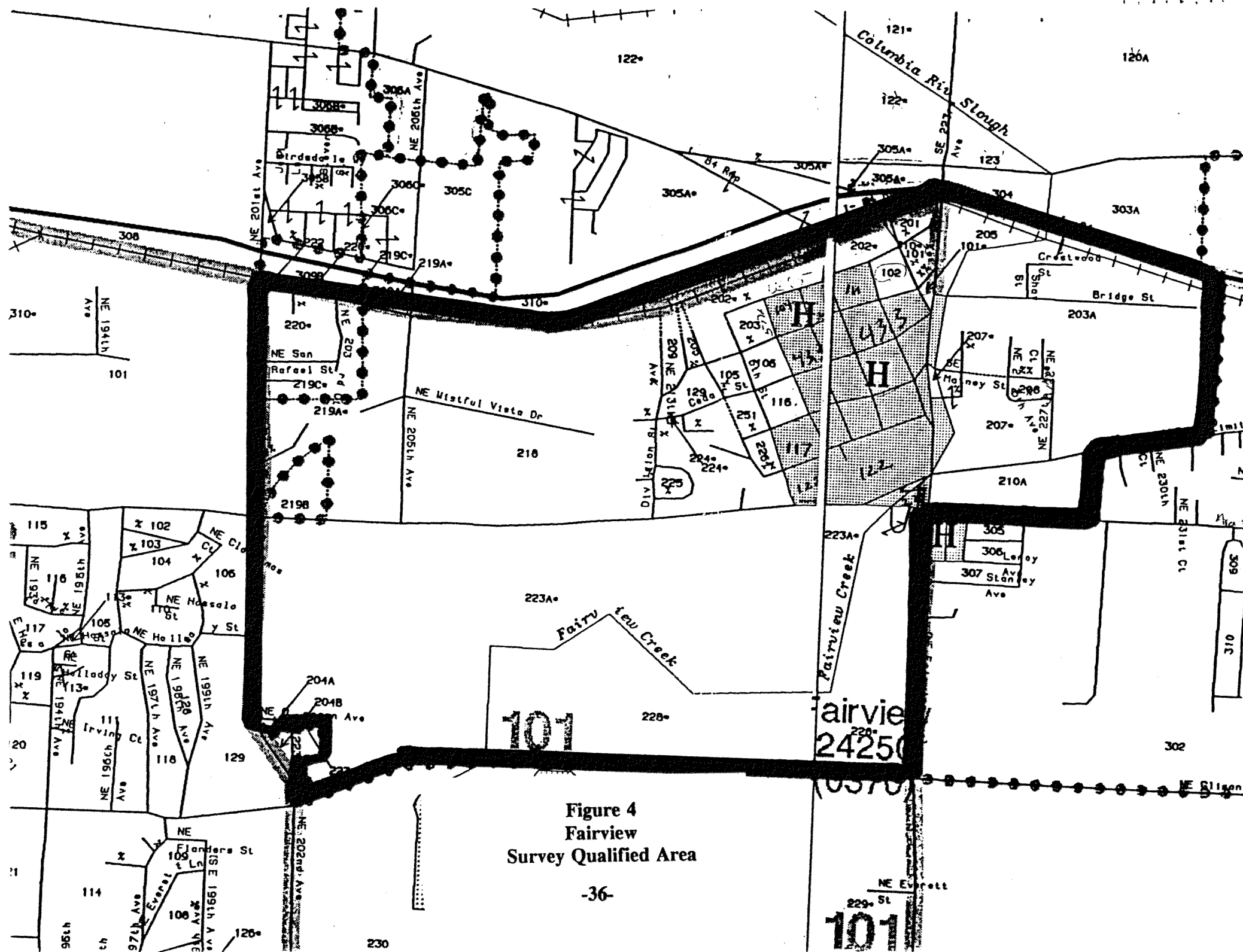


Figure 4  
Fairview  
Survey Qualified Area

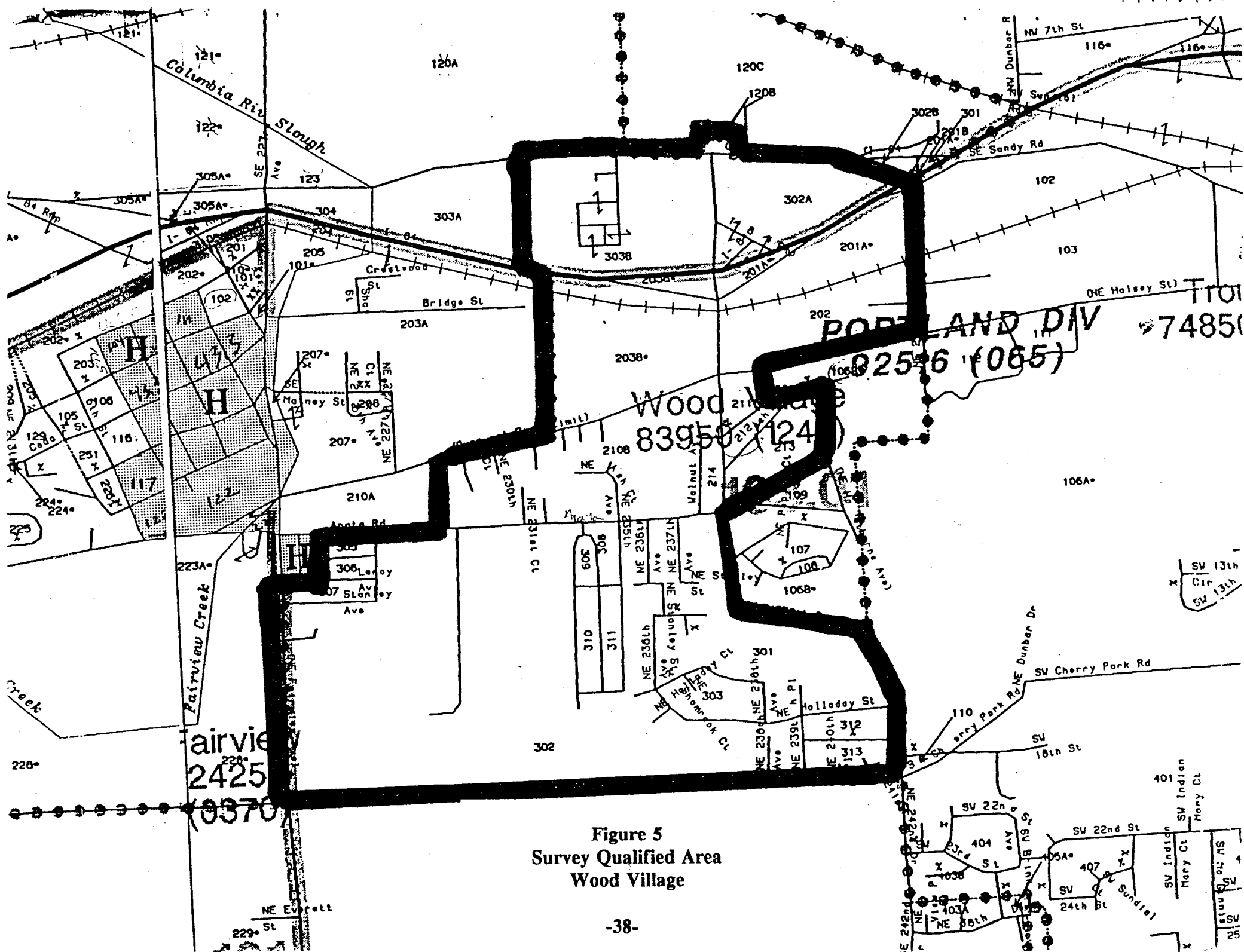
**Figure 5**  
**Survey Qualified Areas**

**Wood Village**

**Census Tract 102.00, Block Group 3**

**Census Tract 103.01, Block Group 2**

**Census Tract 103.01, Block Group 3**



**TABLE 3**

**KEY TO FIGURES 1,2 & 3**

**BLOCK GROUP DATA FOR PREQUALIFIED AREAS**

**Fairview**

<b>Prequalified Area</b>	<b>Census Tract</b>	<b>Block Group</b>	<b>Percent Low/Moderate Income</b>	<b>Number Low/Moderate Income</b>
1	102.00	3	51.2%	528

**Troutdale**

<b>Prequalified Area</b>	<b>Census Tract</b>	<b>Block Group</b>	<b>Percent Low/Moderate Income</b>	<b>Number Low/Moderate Income</b>
3	102.00	1	50.0%*	36

\*Neighborhood is primarily non-residential.

**Wood Village**

<b>Prequalified Area</b>	<b>Census Tract</b>	<b>Block Group</b>	<b>Percent Low/Moderate Income</b>	<b>Number Low/Moderate Income</b>
2	103.01	1	52.2%	540



TABLE 8

**KEY TO FIGURES 4 & 5**  
**MULTNOMAH COUNTY COMMUNITY DEVELOPMENT PROGRAM**  
**SURVEY QUALIFIED AREAS DATA**

**Figure 4**  
**Fairview**

Survey Qualified Area	Census Tract	Block Group	Percent Low/Moderate Income	Total Number of Households	Number of Households Surveyed
Figure 4	101.00	1	62.1%	1069	398
	101.00	2			
	103.01	2			

**Figure 5**  
**Wood Village**

Survey Qualified Area	Census Tract	Block Group	Percent Low/Moderate Income	Total Number of Households	Number of Households Surveyed
Figure 5	102.00	3	65%	972	397
	103.01	2			
	103.01	3			

**Burlington Water District**

Survey Qualified Area	Census Tract	Block Group*	Percent Low/Moderate Income	Number Low/Moderate Income
Figure -	71	3	52%	123
	43	1		

\*The block groups together contain 220 housing units which receive services though the Burlington Water District.

Source: Field Surveys conducted by Portland State University's Center for Population Research and Census.

Date: April, 1992 and December, 1995

## V. GLOSSARY

### **CDBG**

Community Development Block Grant

### **CDP**

Multnomah County Community Development Program

### **CHAS**

Comprehensive Housing Affordability Strategy

### **Disabled Family**

A household composed of one or more persons at least one of whom is an adult (a person of at least 18 years of age) who has a disability. A person shall be considered to have a disability if she/he has a physical, mental or emotional impairment that (a) is expected to be of long-continued and indefinite duration, (b) substantially impedes his or her ability to live independently, and (c) is of such a nature that the ability could be improved by more suitable conditions.

### **Elderly Family**

Family in which the head of the household or spouse is at least 62 years of age.

### **Family**

A household comprised on one or more individuals related by blood, marriage or adoption.

### **HOME**

Home Investment Partnership Program.

### **HOPWA**

Housing for Persons with AIDS.

### **HUD**

U.S. Department of Housing and Urban Development.

### **Low-Income Family**

A family whose income is 31-50% of the median income for the area, as determined by HUD. Median Family Income (MFI) for the Portland Metropolitan Statistical Area (PMSA) is \$40,700 for a family of four.

### **Moderate-Income Family**

A family whose income is 51-80% of the median income for the area, as determined by HUD.

### **Very Low-Income Family**

A family whose income is below 30% of the median income for the area, as determined by HUD.

## VI. ATTACHMENTS

	Page
A. Public Hearing Minutes.....	43
B. Citizen Participation Plan.....	52
C. Comprehensive Housing Affordability Strategy (CHAS) Excerpt.....	69

## **Attachment A**

**Multnomah County  
Community Development Block Grant Program  
Community Development Draft Plan Public Hearing  
January 12, 1995, Thursday  
6:30-8:30 pm**

**Public Present:** Karen Markins, David H. Fuks, Kent Burtner, Jan Savidge, and Sherry Willmschen.

**Staff present:** Rey Espana, Janet Hawkins, Karen Jones Whittle, and Tom Ochinero.

**1. Introductions took place.**

**2. Review of Current Federal Programs:** Rey Espana introduced himself to the group.

Mr. Espana explained that he had recently attended a meeting in Seattle to discuss federal activities. He reported that Congress is considering cuts across various categorical programs. A central question has been whether the federal government has a role in the provision of low income programs. This question will be addressed in the first 100 days of the new Congress.

Ms. Espana described the new philosophy as "cut, cap & ship" -- cut programs, cap entitlements, and ship them off to the states. Congress will be looking at rescission of some allocated grants. He explained that the rules are changing daily which can make it difficult to be proactive. Across the board cuts in appropriations will impact the most vulnerable elements in our society. Most likely there will be a small number of mega-block grant programs. Mr. Espana concluded by saying that CDBG has traditionally been a program that benefits communities.

In the next 3-4 years, HUD will be dismantling many of its smaller programs and setting up 3 or 4 major programs. There will be a public housing program, affordable housing program, and community opportunities program.

**3. Overview of CDBG/HOME Programs.** Karen Jones Whittle gave an overview of the CDBG and HOME Programs. Ms. Whittle said the Community Development Program has been funded primarily through the federal Department of Housing and Urban Development since 1984. Along with the County, the cities of Fairview, Maywood Park, Troutdale, and Wood Village, and a small portion of Lake Oswego, have joined together to bring well over \$10 million to these cities and unincorporated Multnomah County through the Community Development Block Grant Program (CDBG) and the HOME Investment Partnership Program (HOME).

During the last few years, the CDBG and HOME programs have seen reorganization and some new requirements for planning, a re-focus on eligible activities, and new partnerships for implementing various programs.

The Community Development Program (as a part of County Community and Family Services Division) is in the process of developing a 5-year Community Development Plan a requirement of the larger Consolidated Plan. As a part of that process, the program has contacted the participating cities, reviewed previously identified needs and strategies, consulted with area social service agencies and examined new directions for housing and community development.

The Consolidated Plan is a "collaborative process whereby a community establishes a unified vision for community development actions." It emphasizes combined strategic planning and broader citizen participation. It has taken the place of several former program requirements, replacing the current Comprehensive Housing Affordability Strategy (CHAS); the HOME Program description; the Community Development Plan; and the CDBG Final Statement.

Ms. Whittle said that it should be noted that the City of Portland is the lead agency in the consortium among Gresham, Portland, and the County to receive HOME funds and is also taking the lead in the Consolidated Plan process. It has just been in the last few days that the Consolidated Plan final regulations have become available. In order to meet the timeline requirements the three jurisdictions have been meeting for months and we are well into the process. The important thing to remember is even if some of these county and city requirements or process are confusing, citizens should list the needs in their communities and staff should be aware of those needs in conducting planning and strategy activities.

Janet Hawkins gave an overview of Draft #2 of the Community Development Plan. Ms. Hawkins said that a key piece of the plan are the surveys of low and moderate income population in the cities of Troutdale, Wood Village, and Fairview. The surveys will be completed in late January. In many areas of the unincorporated county, geographic size has been decreasing through annexations by the cities of Portland and Gresham, but population has actually been increasing. Ms. Hawkins said that the 1990 Census contained undercounts of homeless and low income people in east multnomah county.

**4. Discussion of Program Categories.** Ms. Hawkins gave a brief review of the national objectives for the CDBG program as well as the CDBG program categories - Neighborhood Revitalization, Housing, Community Facilities, Public Services, Economic Development, Historic Preservation and Disabled Access.

Karen Whittle described partnership programs being undertaken, such as the development of Willow Tree Inn in Gresham, which were planned to include beneficiaries from both mid-County and Gresham. A question was raised about whether housing funds can be used for new construction. Ms. Whittle responded that under HOME regulations this is allowable; under CDBG only in certain circumstances. She concluded that varieties of projects can be conceptualized and planned with the assistance of Multnomah County staff. Ms. Hawkins said the program also took great care in ensuring that low and moderate income people receive the benefits of program. The needs assessment part of the CD Plan is designed to describe and document "crisis" areas in the community around housing and homelessness.

Ms. Whittle said Economic Development has traditionally not been a major component, because it was difficult to implement under current regulations. Ms. Hawkins added that Disabled Access under CDBG is complimentary to ADA regulations.

Karen Whittle described the allocation targets. She referred the Public Hearing audience to page #26 of Draft #2 of the CD Plan which gives the allocation targets as follows:

**ALLOCATION TARGETS**  
**Percentage of CDBG Funds**

**FY 95-96**

Neighborhood Revitalization	25 %
Housing Rehabilitation	25
Housing Development	10
Public Services	10
Economic Development	5
Contingency	5
	<hr/>
Subtotal	80 %
Administration	20 %
	<hr/>
Grand Total	100 %

**NOTE:** Disabled Access and Historic Preservation projects are included in Neighborhood Revitalization, Housing, Public Services and Economic Development categories.

Ms. Whittle concluded by saying that historically the Policy Advisory Board, has chosen to fund the Public Service category at 10%.

**5. Public Testimony.** Janet Hawkins invited members of the public to provide testimony on the draft plan:

**David Fuks, Executive Director of Edgefield Children's Center:** Edgefield has been located in Troutdale for 30 years, has expanded beyond residential and day treatment, to outpatient and community services. Edgefield is interested in participating in the CDBG program because of the increasing need for social services in the Troutdale area. Apartment buildings are springing up, many residents are low income and need for social services.



As this development is taking place, the physical infrastructure of human service agencies has changed, as well. Edgefield wants to develop a regional children's campus, which will welcome other treatment providers to co-locate creating an integrated service delivery model. Morrison Center and Janus programs have also expressed interest. The proposed center will have children's mental health and social services. Members of Board of County Commissioners have expressed interest in locating County staff as the proposed center. Efforts to integrate social services are congruent with CDBG goals. The Edgefield Children's Center Board of Directors is undertaking a capital fundraising drive and feel an application to the CDBG program is appropriate. [A copy of Mr. Fuks' letter of testimony is attached to these minutes.]

**Kent Burtner, Program Director, Shared Housing Program, Ecumenical Ministries of Oregon (EMO).** EMO is the second largest interchurch agency in the country, after the National Council of Churches. The Shared Housing program is a home sharing/matching agency for persons in need of housing with persons who have housing to share. Many of the homeowner clients are able to stay in their housing, because they receive additional income or assistance from their homeshare matches. Tenants tend to be blue collar workers and white collar workers, who are underemployed. The age ranges in the program can be from emancipated minors up to senior citizens. The Share Housing Program occupies a unique niche in the housing field. It has an impact on economic development, because 15% of

clients require assistance or income to be stabilized in their housing. By keeping these individuals in their homes, additional units of housing are made available to the community. Opportunities for the future include increasing the computer capacity in the program to run a database that has the potential for matching complex variables. Matching process is now being done by hand. As a result, more clients will be served. In addition, services can be provided to homeowners, such as evaluating their needs. Better matches can therefore be made. In addition, on the needs section of the plan, the concept of home sharing/matching does not explicitly stated. Potential is greater, when actual numbers are considered. Mr. Burtner advocated for putting "home share matching" in the needs assessment section on page #7 of the plan.

**Karen Markins, Multnomah County Developmental Disabilities Program:** Ms. Markins asked if identified human service needs county-wide cross all areas, even though not specifically identified for a particular city? Ms. Hawkins replied that the county-wide human service needs include populations in the small cities.

Rey Espana concluded the testimony by saying that "the challenge for funders is to reinvent and recreate" programs. Unless change occurs, federal assistance programs could be "dismantled." Problems of poverty in the community are real.

Janet Hawkins said the next step for the Community Development Plan will be to incorporate all public testimony as well as include survey qualified areas. The final approval will by the Board of County of Commissioners in March, 1995.

**5. CDBG Application Workshop & Timeline Review**

Karen Whittle concluded the public hearing by giving the amount of funding projected in the allocation targets for the 1995-96 Program Year:

**Multnomah County CDBG Funds (\$668,250):**

Neighborhood Revitalization	25%	\$222,750
Housing Rehabilitation	25%	222,750
Housing Development	10%	89,100
Public Services	10%	89,100
Economic Development	5%	44,550

**Multnomah County HOME Funds (\$220,680\* preliminary estimate.)**

**\*Corrected figure**

**6. Close.** The public hearing concluded at 8:30 pm.



January 30, 1995

Rey Espana, Program Manager  
Multnomah County  
Community Development Dept.  
2115 S.E. Morrison  
Portland, OR 97124

Dear Rey:

Edgefield Children's Center requests your consideration for Community Development Block Grant funds for the Children's campus located in Troutdale on the Edgefield property.

It is the goal of the Board of Directors of Edgefield Children's Center to expand the facilities and services to emotionally challenged children and their families on the present location. We have learned through the successful collaboration project at Eastwind Center, the family support center in East Multnomah County, that we can more effectively serve children and their families through cooperation and collaboration with other service providers. By bringing providers together at the same location, we can provide a comprehensive menu of services to families, minimizing the duplication of services.

The present site of Edgefield Children's Center is an ideal location for the facility expansion. Land adjacent to the campus (south) is presently undeveloped. The impact on the community is minimized because of its location. There is easy access to freeways and other main arterials for those traveling to the site. There is a sense of cooperation among agencies to forming collaborative efforts in order to more effectively serve families and children.

The inclusion of Edgefield Children's Center for consideration of Community Block Grant funds is critical to the success of this long range plan.

Sincerely,

David H. Fuks, MSW  
Executive Director

**Attachment B**  
**MULTNOMAH COUNTY**  
**CITIZEN PARTICIPATION PLAN**

**Revised 1994**

**Prepared by:**

**Multnomah County Community and Family Services Division**  
**Community Development Program**  
**2115 Southeast Morrison Street**  
**Portland, Oregon 97214**  
**(503) 248-3631**

Citizen Participation Plan

Contents

Purpose of the Citizen Participation Plan

Part I CDBG General Program Information

- CDBG Goal
- CDBG Program Categories
- General Operating Objectives
- Eligible Activities
- Ineligible Activities
- Allocation Targets
- Multnomah County's Long and Short Term Objectives
- Project Selection Process

Part II Procedures for Citizen Involvement in the Process

- Scope of Presentation
- Summary of Objectives and Implementation
- Encourage Broad Citizen Participation
- Public Notice Policy
- Public Hearings
- Access to Information
- Technical Assistance
- Complaint Procedure
- Bilingual Opportunities

## PURPOSE

This citizen participation plan is written to conform to the U.S. Department of Housing and Urban Development's regulations and requirements for Community Development Block Grant participants. Its purpose is as follows:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slums and blight areas and of areas in which CDBG funds are proposed to be used, provides for participation of residents in low and moderate income neighborhoods;
- B. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the proposed and actual use of funds;
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request assistance in developing proposals;
- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including the development of needs, the review of proposed activities, and review of program performance. Hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled;
- E. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
- F. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

## PART I CDBG GENERAL PROGRAM INFORMATION

Since its inception in 1980, the goal of Multnomah County's Community Development Program (CDP) has been to maintain and improve the local living environment for low and moderate income citizens, the elderly, and persons with disabilities.

The County is eligible for an "urban county" entitlement under the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. Multnomah County will receive CDBG and HOME funds in Fiscal Year 1995.

### CDBG Goal

According to federal statute, the basic goal of the CDBG program is "the development of viable urban communities, including decent housing, a suitable living environment, and expanding economic opportunity, principally for persons of low and moderate income." This is achieved by giving "maximum feasible priority" to activities:

1. "of benefit to low and moderate income persons;" or
2. which "aid in the prevention or elimination of slums or blight;" or
3. "designed to meet other community development needs having a particular urgency because existing conditions pose a serious or immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs"<sup>1</sup> or where available resources are insufficient to meet such needs. This definition includes support for urgent needs where local funds are either insufficient or not available.

---

<sup>1</sup> Federal Register, September 6, 1988, V. 53, No. 172, Section 570.200.



## CDBG Program Categories

Potential projects are categorized according to one of these CDBG categories.

- Neighborhood Revitalization. Projects must address a lack of physical public facilities that results in an unsafe or undesirable condition in an identifiable neighborhood area or small city. Examples include substandard streets, public facilities or utilities, or a lack of such facilities. In order to be eligible for funding, 44.9 percent or more of the neighborhood population must be low or moderate income, according to the 1990 census or a later source. Projects that prevent or eliminate slums or blight are also eligible.<sup>2</sup>
- Housing. Projects must increase the quantity of affordable housing or improve substandard units for low or moderate income persons, the elderly or the disabled. Special housing which serves the elderly or the disabled is also eligible.
- Community Facilities. Projects must address an identifiable lack of a facility or facilities to house a program or service needed by CDBG target populations. An example is a treatment facility for the disabled. Only capital improvement needs are eligible.
- Public Services. Projects must provide essential social or health services for low and moderate income persons not currently being provided from other sources. Examples include employment counseling and services related to crime prevention, child care, health, housing, recreation, drug abuse, education and energy conservation.

---

<sup>2</sup> See Section III, Goals, Policies, and Strategies of the 1995-99 Plan for a more detailed definition of slums or blight. A neighborhood, as defined by HUD, is a geographic location which is designated in comprehensive plan, ordinance or other local document.

- Economic Development. Programs that create or retain permanent jobs for low and moderate income residents are eligible if it can be shown that jobs could not be created without the infusion of CDBG dollars. Examples include loans or grants which support creation or retention of jobs for low and moderate income people. Projects eligible for funding must exhibit a direct link between the creation or retention of jobs and CDBG expenditures and require a firm commitment to hire by the benefiting employer.
- Historic Preservation. Projects must meet one of the three national CDBG objectives<sup>3</sup> and protect a significant historic resource in Multnomah County.
- Disabled Accessibility. Projects must remove physical barriers and construct facilities to ease access in public facilities, private residences or businesses. Examples include construction of ramps, lowering counter tops, or widening doorways to accommodate wheelchairs.

#### GENERAL OPERATING OBJECTIVES

The Multnomah County Community Development Program (CDP) administers the CDBG and HOME programs and provides staff support to the PAB and project sponsors. After appropriate review, CDP prepares and submits the county's annual statement of objectives and projected use of funds to HUD, with PAB and BCC approval.

Eligible applicants include: participating cities, public agencies, special service districts, non-profit organizations, and County Departments. Individuals and neighborhood associations must work with one of these organizations to sponsor a project.

---

<sup>3</sup> The objectives are listed in the Goals and Strategies Section of this report.

### Eligible Activities

Eligible activities are described in more detail in the Multnomah County CD Plan. In summary they include housing rehabilitation programs, street and utility improvements, parks, community centers, various public services, and economic development activities which create or retain jobs for lower income people.

### Ineligible Activities

Under current federal regulations, activities specifically ineligible are "buildings for the general conduct of government" -- city halls, county administration buildings, and state legislative or administrative offices. In addition, CDBG funds cannot be used for general government, operations and maintenance of public facilities, new housing construction or political activities.

### Implementation and Administration

The allocation targets in Table 1 are designed to address the variety of critical community development needs of low and moderate income residents in Multnomah County. The allocation breakdown is based on an analysis of the needs identified in the development of this plan, level of demand and relative urgency of various activities, prior county experience with CDBG programs, the particular characteristics and time limitations of this entitlement grant, and federal policies governing program administration. The Administration category is budgeted at 20% to provide staffing capacity throughout the duration of the entitlement program and transition period to other community development funding sources.

**TABLE 1**

**ALLOCATION TARGETS<sup>4</sup>**

**Percentage of CDBG Funds**

**FY 95-96**

Neighborhood Revitalization	25 %
Housing Rehabilitation	25
Housing Development	10
Public Services	10
Economic Development	5
Contingency	5
	<hr/>
Subtotal	80 %
Administration	20 %
	<hr/>
Grand Total	100 %

**NOTE:** Disabled Access and Historic Preservation projects are included in Neighborhood Revitalization, Housing, Public Services and Economic Development categories.

---

<sup>4</sup> Subject to variation based on project requests, approvals and federal appropriations.

Multnomah County's long term CDBG objectives are to:

1. Ensure compatibility with the CDBG and HOME programs of the City of Portland, City of Gresham and Multnomah County in the areas of annexation activity.
2. Wherever possible, use CDBG and HOME monies with matching funds from other sources and, where appropriate, encourage establishment of revolving loan funds. The purpose of this objective is to have a maximum and sustained effect on the community development needs of the area.
3. Wherever possible, use housing development and housing rehabilitation staff and resources to leverage other funding for programs for the entitlement area. These include state or federal programs to address needs of the homeless and other special needs populations.
4. Establish an allocation process for the three year period that is well-defined, responsive to federal requirements addresses local priorities, and gives priority to projects that may be completed in a timely fashion.

### **Allocation Objectives**

The overall CDBG objective is to address as many eligible housing and community development needs serving concentrations of low and moderate income people in an efficient, equitable, and cost effective manner, with primary emphasis on the needs of low and moderate income residents.

A wide range of projects may meet this objective, and generally, potential activities greatly exceed available funds. The following short term objectives establish a county-wide framework for guiding PAB/BCC project selection and funding allocations during the next three years.

- Allocate funds primarily to meet the needs of the County's low and moderate income population; address the county's pressing community development needs. Use financial resources for programs that serve, and/or areas that contain, high numbers of low and moderate income households.
- Select projects which minimize the involuntary displacement of persons from their neighborhoods. Encourage those which provide reasonable benefits to displacees.
- Emphasize implementation of programs and projects. Planning activities will be considered as part of the actual projects.
- Strive to allocate funds equitably in accordance with the identified needs and the project selection process.
- Within the category of public services, give priority to projects which provide needed services essential to meet the increasing needs for public services, and which further the integration of the public service network.
- Select projects which have a strong likelihood for completion within the program's schedules.
- Increase the impact of CDBG funds by encouraging projects which are supplemented with other funds.

## **Project Selection Process and Schedule**

**Table 2** gives the schedule for the project selection process for program year 1995-99. These dates are general; a more specific time line will be available at the application workshop.

**TABLE 2**  
**PROJECT SELECTION PROCESS**  
**TIME LINE**  
**1995**

January	Board of County Commissioners (BCC) adoption of the 1995-1999 Community Development Plan including general policies and strategies for addressing local community development needs.
January	Community Development Program (CDP) holds application workshop for potential sponsors of 1995-99 projects.
February	1995-96 project applications due to CDP.
May	Policy Advisory Board submits funding recommendations to BCC for 1995-96 projects.  BCC acts on recommendations.
June	Contract signing, environmental clearance.
July	1995-96 program year begins.

## PROJECT SELECTION PROCESSES

Proposals for Neighborhood Revitalization and Economic Development activities will be rated on a competitive basis according to specific selection criteria designed to solicit local strategies which meet the county's CDBG objectives. CDP staff will review and rate project proposals based on the needs and policies identified in the plan. The recommended ratings will then be reviewed and amended or ratified by the Policy Advisory Board, and finally, by action of the Board of County Commissioners.



## PART II PROCEDURE FOR CITIZEN INVOLVEMENT IN PROCESS

### Scope of Presentation

The involvement of citizens in all phases of the Block Grant Program is an integral part of the community development process. Citizens are in an advisory role to the County, who is responsible and accountable to HUD for block grant activities. Citizen involvement in program development, program implementation, program assessment and program amendments will be solicited as follows:

### Summary of Objectives and Implementation

Citizen Involvement	Objective	Method
I. Program Development	Citizens will be involved in the development of the preapplication, the full application and all its component parts.	Multnomah County will hold a minimum of 2 public hearings during the Entitlement year. At least one workshop to be held in the neighborhood where community development activities might take place, mid-County. The views of citizens will be solicited and responded to in a timely manner. Written responses to citizen request and proposals will be made by the County within 15 working days of receipt, and always before the first hearing on an application.
II. Program Assessment	Citizens will be given full opportunity to assess and comment on all aspects of program performance on a continuing basis.	Multnomah County will hold performance hearings as needed to permit adequate opportunity for citizen comment and assessment. A staff member with the Community Development Program will be available for the purpose of facilitating access and providing program or technical information for citizen program evaluation. All citizen comments will be included in the Grantee Performance Report submitted to HUD, and the Annual Performance Report will be available at no charge to citizens at the time it is submitted to HUD.
III. Program Amendments	Citizen participation will be solicited in all program amendments which involve changes in program beneficiaries, location of approved activities, or major budget shifts.	The County will provide public notice of any amendment prior to its being submitted to HUD for approval.

---

### Encourage Broad Citizen Participation

Every effort will be made to ensure a substantial representation of low and moderate income people, members of minority, disabled and business communities in the community development process. This will be accomplished through community-wide public hearings, neighborhood level informational workshop, timely publicity of CDBG and HOME process and ready citizen access to program information.

### Public Notice Policy

1. At least one week before any block grant project is to take place, Multnomah County will publish a public notice (see attachment) in the nonlegal section of the following newspapers:
  - The Oregonian
  - The Asian Reporter
  - The Hispanic News
  - The Portland Observer and/or
  - The Scanner
2. The County will send a direct mailing to potential applicants including citizen groups in neighborhoods where block grant projects are scheduled or currently are to take place.
3. All public notices will include the date, time, place, procedures of the hearings, and the topics to be discussed.
4. The County will adhere to this public notice policy for all block grant activities including public hearings:
  - (a) during the program development stage on proposed block grant activities and applications at both the county-wide and neighborhood level;
  - (b) during the program year to evaluate program implementation and assessment;
  - (c) for any program amendments submitted to HUD; and
  - (d) at the time the application is submitted to HUD.

## Public Hearings

Public hearings will be held at a convenient time and location to facilitate broad participation of low and moderate income people, residents of blighted neighborhoods, and disabled citizens. Broad citizen participation during the hearing will be encouraged. Multnomah County will, where possible:

1. Schedule meetings in locations accessible to the disabled and on bus lines.
2. Provide both a written and verbal means for citizen input and participation.

## Access to Information

Full public access to all information pertaining to Multnomah County programs and operating procedures is the ongoing policy of the Board of County Commissioners. All program information relating to Block Grant activities, regulations, correspondence, applications and administration will be readily available for citizen review. Multnomah County will ensure that:

1. All program documents including all mailings and promotional material; records of hearings; prior applications; letters of approval; grant agreements; performance reports; evaluation reports; Citizen Participation Plan; and other reports required by HUD, proposed and approved application for the current year, copies of regulations and issuances governing the program, and documents on other important program requirements (e.g., contracting procedures, environmental policies, fair housing and other equal opportunity requirements, relocation provisions and the A-95 review process) will be available for citizen review during business hours, 8 a.m to 4:30 p.m., Monday through Friday, at the Community Development Program, 2115 S.E. Morrison, Portland, OR 97214 (248-3631). If a citizen cannot review these documents during these hours, Multnomah County will arrange a mutually convenient time at the request of the citizen.
2. All program documents relevant to the current year's application and program (eg., applications, Citizen Participation Plan, performance reports, etc.) will also be readily available for citizen review at two additional locations:

- (a) The Multnomah County Courthouse, Office of the Chair; and
  - (b) the Multnomah County Library - Main Branch.
3. Upon request, Multnomah County will make special arrangements for any citizen or group including non-English speaking residents who find they do not have access to program information, given the preceding arrangements.

#### Technical Assistance

An initial CDBG/HOME applicants' workshop is held in a central location to inform the community of how to apply for CDBG funds. Upon request, Multnomah County will provide additional assistance to any citizen organization, individual or group of residents of low-moderate income or blighted neighborhood to assist in proposal development, planning, implementation or assessment in the CDBG process.

#### Complaint Procedure

Multnomah County will provide written response to all citizen complaints within 15 working days from receipt of verbal or written contact. Citizen complaints can be sent to: Karen Jones Whittle, Multnomah County Community Development Program, at 2115 S.E. Morrison, Portland, OR 97214, or phoned to: 248-3631 or 248-3707. (TDD Access: Call via the Oregon Telecommunication Relay Service.)

#### Bilingual/Disability Opportunities

Upon reasonable request, public notices and summaries of basic information will be produced in other languages. Also upon request, Multnomah County will provide translators at workshops and public hearings to facilitate participation of non-English speaking citizens. For persons experiencing a disability or who are hearing impaired and need assistance to participate in workshops, assistance can be provided with at least 48 hours notice given to CDP staff.

## Attachment C

### Comprehensive Housing Affordability Strategy (CHAS)

Each year, the U.S. Department of Housing and Urban Development requires that reports be developed to assist program planning efforts for the CDBG program. In addition, planning reports are made regarding homeless programs, as well as other special populations, eg., elderly, disabled, etc. The Comprehensive Housing Affordability Strategy (CHAS) 1991-96 Plan was a five-year plan created as a consortium effort with the Housing Authority of Portland, City of Gresham, City of Portland and Multnomah County. The CHAS plan contains valuable information on need projection for housing programs in East County.

Updated information on housing issues is contained in the CHAS Community Profile/Needs Assessment/Annual Investment Plan - December, 1993.

#### 1. Table 8, Page #27.

**Location and Quality of Existing Mobile Home Parks**

<b>Location</b>	<b>Number of Mobile Home Parks</b>	<b>Estimated Spaces</b>	<b>Substandard Parks</b>
Portland	35	1,628	23
Gresham	17	874	1
Troutdale	2	30	1
Fairview	2	171	0
Wood Village	3	410	0
Unincorporated Area	20	1,224	5
<b>Totals</b>	<b>79</b>	<b>4,337</b>	<b>30</b>

2. Table 1E, page 72.

**Non-Homeless Special Needs Populations**  
(Multnomah County, including City of Portland and City of Gresham figures)

<b>Population</b>	<b>Households in Need of Supportive Housing</b>
<b>Elderly</b>	22,763
<b>Frail Elderly</b>	2,495
<b>Severe Mental Illness</b>	2,217
<b>Developmentally Disabled</b>	851
<b>Physically Disabled</b>	14,776
<b>Persons with Alcohol/ Other Drug Addiction</b>	992
<b>Persons with AIDS and Related Diseases</b>	780

ORIGINAL

BUDGET MODIFICATION NO. ASD-05

(For Clerk's Use) Meeting Date MAY 25 1995  
Agenda No. R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR May 16, 1995  
(Date)  
DEPARTMENT: AGING SERVICES DIVISION  
CONTACT: Kathy Gillette TELEPHONE: 248-3620  
\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell/Kathy Gillette  
SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)  
ASD Budget Modification #ASD-05 moves County General Funds from ISD, granted through the Data Processing Management Committee project award, to ASD's budget, in order to provide local match for Medicaid funds, via Senior and Disabled Services Division of the state of Oregon, for the purchase of computers and software.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)  
[n/a] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET  
ASD Budget Modification #ASD-05 moves \$24,000 in County general funds from the ISD budget to ASD's budget. This will provide County Supplement as local match in order to obtain additional Title XIX (Medicaid) funds. These funds will be used to purchase additional computers in order to implement the programming being done under this grant from the DPMC.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)  
o \$4,300 in County general funds are moved to Org. 1710; Title XIX funds are increased by \$9,489.  
o \$19,700 in County general funds are moved to Org. 1905. Additional Title XIX funds are shown in Budget Modification ASD-06.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)  
(Specify Fund) \_\_\_\_\_ Contingency before this modification (as of \_\_\_\_\_) (Date)  
After this modification \_\_\_\_\_

CLERK OF COUNTY BOARD OF COMMISSIONERS  
1995 MAY 18 PM 4:25  
MULTI-MAN COUNTY OREGON

Originated By <i>Kathy Gillette</i>	Date <i>May 9, 1995</i>	Department Manager <i>James H. Bonnell</i>	Date <i>5-9-95</i>
Finance/Budget <i>Christine Lele</i>	Date <i>5/17/95</i>	Employee Relations	Date
Board Approval <i>Dorothy C. Bousted</i>	Date <i>5/25/95</i>		

BCC9505



## EXPENDITURE

## BUDGET MODIFICATION ASD 9505

Match County DPMC funds for ASD/State of Oregon  
Computer Interface with Title XIX (Medicaid) funds

TRANSACTION EB [] GM [] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		403	030	7936			6110			(24,000)	(24,000)	Professional Services <b>TOTAL ORG 7936</b>
		156	010	1710			6050		4,270			County Supplement
		156	010	1710			6230		1,725			Supplies
		156	010	1710			7100		94			Indirect
											6,089	<b>TOTAL, MATERIALS &amp; SERVICES</b>
		156	010	1710			8400		7,700			Equipment
											7,700	<b>TOTAL, MATERIALS &amp; SERVICES</b>
											13,789	<b>TOTAL, ORGANIZATION 1710</b>
		156	010	1905			6050		19,562			County Supplement
		156	010	1905			7100		138			Indirect
											19,700	<b>TOTAL, ORGANIZATION 1905</b>
<b>TOTAL EXPENDITURE CHANGE</b>										<b>9,489</b>		<b>TOTAL EXPENDITURE CHANGE</b>

File Name: ASD9505

## REVENUE

Match County DPMC funds for ASD/State of Oregon  
Computer Interface

TRANSACTION EB [] GM [] TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		403	030	7936			7601			(24,000)	(24,000)	County General Fund <b>TOTAL ORG 7936</b>
		156	010	1710			2609			9,489		Title XIX
		156	010	1710			7601			4,270		County General Fund - Match
		156	010	1710			7601			30		County General Fund - Indirect
											13,789	<b>TOTAL, ORGANIZATION 1710</b>
		156	010	1905			7601			19,562		County General Fund - Match
		156	010	1905			7601			138		County General Fund - Indirect
											19,700	<b>TOTAL, ORGANIZATION 1905</b>
<b>TOTAL REVENUE CHANGE</b>										<b>9,489</b>		<b>TOTAL REVENUE CHANGE</b>

File Name: ASD9505



# MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION  
AREA AGENCY ON AGING  
421 S.W. 5TH AVE., 3RD FLOOR  
PORTLAND, OREGON 97204-2238  
SENIOR HELPLINE: (503) 248-3646  
ADMINISTRATION: 248-3620  
TDD: 248-3683 FAX: 248-3656

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

## MEMORANDUM

TO: Beverly Stein, County Chair

FROM: Jim McConnell, Director  
Aging Services Division *Jim McConnell*

DATE: May 4, 1995

SUBJECT: ASD Budget Modification #ASD-~~25~~05: Transfers funds from the Data Processing Management Committee fund from ISD to ASD; funds used as local match for Medicaid funds for computer and software purchase.

Recommendation: The Aging Services Division recommends Board of County Commissioners' approval of the attached Budget Modification #ASD-~~25~~05.

Background/Analysis: Budget Modification #ASD-~~25~~05 moves \$24,000 in one-time only County General Funds from the Information Services Division budget for special Data Processing Management Committee grants into Aging Services Division's budget. This will provide local match for Title XIX (Medicaid) funds for the purchase of software and computers for ASD branches.

ASD received a grant from DPMC for FY1995 to enhance and streamline Medicaid reporting to the State of Oregon's computer system. By using the County funds as match for Title XIX funds, ASD can increase the number of computers that can be purchased, thus increasing the number of users of this enhanced programming. ISD has agreed to this budget modification.

Further, ASD has been able to match this amount at a higher match rate, and has received additional Title XIX funding from SDSD for the purchase of computers. (See accompanying Budget Modification ASD~~25~~06 for details. Total Title XIX revenues for this computer purchase are shown in ASD~~25~~06.)

### Financial Impact:

Budget Modification ASD~~25~~05 moves County funds from Professional Services in ISD to Aging Services for use as County Supplement. \$4,300 in County funds are moved to Org. 1710, ASD Administration. Personnel in this unit are developing the programming for this project. The remainder of the County funds, \$19,700, are moved to Org. 1905, Long Term Care Administration, for use as match for a major computer initiative in the branches. (See Budget Modification ASD~~25~~06.)

Legal Issues: NA

Controversial Issues: NA

Link to Current County Policies: By developing programming that reduces duplicate data entry, ASD will reduce staff time and enhance data quality. Further, additional computer purchases will move ASD closer to a division-wide network and computer capability.

Citizen Participation: NA

Other Government Participation: Senior and Disabled Services of the State of Oregon assisted ASD with preparation of an agency-wide computer plan, and funding of this plan for Title XIX branch computers.

ASD-9505z

ORIGINAL

BUDGET MODIFICATION NO. ASD-~~06~~06

MAY 25 1995

(For Clerk's Use) Meeting Date

Agenda No. R-10

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR May 16, 1995

(Date)

DEPARTMENT: AGING SERVICES DIVISION

CONTACT: Kathy Gillette

TELEPHONE: 248-3620

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell/Kathy Gillette

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

ASD Budget Modification #ASD-~~06~~06 adds Title XIX (Medicaid) funds from the State of Oregon, Senior and Disabled Services Division, for the purchase of computers and software.

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

[n/a] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification #ASD-~~06~~06 adds funds for the purchase of computers, software, and network hardware for ASD Long Term Care branch locations. ASD will be able to purchase and install a computer for each Branch staff person. These computers will be set up within networks at each branch. Each network will also be able to access the Wide Area Network being set up by Multnomah County.

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

o \$450,000 in Title XIX funds are added to the ASD budget.

o \$70,438 in County General Funds are shifted from subsidy (identified as direct purchase of computers) to Supplement - however, there is no net change to County General Funds

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

(Specify Fund) Contingency before this modification (as of \_\_\_\_\_) (Date)

After this modification

MULTNOMAH COUNTY  
BOARD OF  
COUNTY COMMISSIONERS  
1995 MAY 18 PM 4:24  
OREGON

Originated By <i>[Signature]</i>	Date May 9, 1995	Department Manager <i>[Signature]</i>	Date 5-9-95
Finance/Budget <i>[Signature]</i>	Date 5/17/95	Employee Relations <i>[Signature]</i>	Date
Board Approval <i>[Signature]</i>	Date 5/25/95		

BCC9506

## EXPENDITURE

## BUDGET MODIFICATION - ASD9506

## Adds SDSD Computer Funds

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1905			6050			70,438		County supplement
		156	010	1905			6230			80,071		Supplies
		156	010	1905			7100			3215		Indirect
		156	010	1905			7150			6,600		Telephone
											160,324	SUBTOTAL, MATERIALS & SERV.
		156	010	1905			8400			289,676		Equipment
											289,676	SUBTOTAL, EQUIPMENT
											450,000	TOTAL, ORG. 1905
TOTAL EXPENDITURE CHANGE										450,000		TOTAL EXPENDITURE CHANGE

## REVENUE

## Adds SDSD Computer Funds

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1905			2609			450,000		Title XIX
		156	010	1905			7601			(70,438)		County General Fund - Subsidy
		156	010	1905			7601			70,438		County General Fund - Match
											450,000	TOTAL, ORG 1905
TOTAL REVENUE CHANGE										450,000		TOTAL REVENUE CHANGE



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Beverly Stein, County Chair

FROM: Jim McConnell, Director  
Aging Services Division *Jim McConnell*

DATE: May 9, 1994

SUBJECT: ASD Budget Modification #ASD-~~25~~06: Adds funds from the State of Oregon Senior and Disabled Services division for the purchase of Aging Services Division Branch computers

Recommendation: The Aging Services Division recommends Board of County Commissioners' approval of the attached Budget Modification #ASD-~~25~~06.

Background/Analysis: Budget Modification #ASD-~~25~~06 adds \$450,000 in Title XIX (Medicaid) funds for the purchase of computers for ASD branch staff. ASD fiscal staff identified \$90,000 in local funds (including \$19,562 from Budget Modification ASD~~25~~05) to be matched with Title XIX funds. In addition, Senior and Disabled Services Division identified additional funds to be used for this one-time only project.

ASD will be able to purchase a computer for each branch staff person with these funds. In addition, a local area network will be installed in each branch. Further, each network will be able to connect with other County entities and the State of Oregon when the Wide Area Network is functional.

### Financial Impact:

Budget Modification ASD~~25~~06 adds one-time only Title XIX funds of \$450,000 to the ASD budget. These funds will be used for the purchase of personal computers and software, printers, routers hubs and file servers; and installation of wiring for networks in the Long Term Care branches.

Legal Issues: NA

Controversial Issues: NA

Link to Current County Policies: Computer purchases will move ASD closer to a division-wide network and computer capability.

Citizen Participation: NA

Other Government Participation: Senior and Disabled Services of the State of Oregon assisted ASD with preparation of an agency-wide computer plan, and funding of this plan for Title XIX branch computers.

ASD-9506z



(For Clerk's Use) Meeting Date  
Agenda No.

MAY 25 1995

R-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR May 25, 1995

(Date)

DEPARTMENT: AGING SERVICES DIVISIONCONTACT: Kathy GilletteTELEPHONE: 248-3620\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Jim McConnell/Kathy GilletteSUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

ASD Budget Modification #ASD-9507 adds City of Portland funds for the Southeast Multicultural Senior Center and the Gatekeeper program to the Aging Services Division Budget. ASD-9507 also adjusts ASD's budget to actual funds received from the City of Portland.

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

[n/a] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

ASD Budget Modification #ASD-9507 results from two add packages passed by the Portland City Council. These packages add funds for the operation of the Southeast Multicultural Center, and the Gatekeeper program. This budget modification also reduces private Gatekeeper donations to better reflect actual revenues expected to be collected, and adjusts ongoing budgeted City funds to actual funds contracted.

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

- o Increases City of Portland funds in Community Access Services by a total of \$78,392.
- o Decreases private Gatekeeper donations by \$13,000, to reflect actual receipts anticipated to be collected.

## 4. CONTINGENCY STATUS (to be completed by Finance/Budget)

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

(Date)

After this modification

Originated By <i>Kathy Gillette</i>	Date <i>May 17, 1995</i>	Department Manager <i>Jim McConnell</i>	Date <i>5-17-95</i>
Finance/Budget <i>Christine Lele</i>	Date <i>5/17/95</i>	Employee Relations <i>Jim McConnell</i>	Date
Board Approval <i>DEBORAH Coustao</i>	Date <i>5/25/95</i>		

BCC9507

## EXPENDITURE

## BUDGET MODIFICATION - ASD9507

**City of Portland Funds From City Add Package  
for Gatekeeper and Southeast Multicultural Center  
and adjustments to actual funds received**

TRANSACTION EB [] GM [] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1751			6060			27,262		Passthrough
		156	010	1751			6110			18,000		Professional Services
		156	010	1751			7100			558		Indirect
		156	010	1751			7400			(45,820)		Facilities Management
											0	TOTAL ORG. 1751
		156	010	1760			6060			16,122	16,122	Passthrough
												TOTAL ORG. 1760
		156	010	1810			7400			46,270	46,270	Facilities Management
												TOTAL ORG. 1810
		156	010	1860			6120			2,000		Printing
		156	010	1860			6200			500		Postage
		156	010	1860			6230			500		Supplies
											3,000	TOTAL ORG. 1860
TOTAL EXPENDITURE CHANGE										65,392		TOTAL EXPENDITURE CHANGE

File Name: ASD9507

REVENUE

City of Portland Funds From City Add Package  
for Gatekeeper and Southeast Multicultural Center  
and adjustments to actual funds received

TRANSACTION EB [] GM [] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1994-95

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	010	1750			7601			(558)		County General Fund - Subsidy
		156	010	1750			7601			558		County General Fund - Indirect
											0	TOTAL, ORG 1750
		156	010	1750			2773			16,122	16,122	City of Portland
												TOTAL, ORG 1750
		156	010	1750			2773			46,270	46,270	City of Portland
												TOTAL, ORG 1750
		156	010	1750			2773			16,000		City of Portland
		156	010	1750			6823			(13,000)	3,000	Private Gatekeeper Grants
												TOTAL, ORG 1750
TOTAL REVENUE CHANGE										65,392		TOTAL REVENUE CHANGE

File Name: ASD9507



# MULTNOMAH COUNTY OREGON

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

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

## MEMORANDUM

TO: Beverly Stein, County Chair

FROM: Jim McConnell, Director *CMWJM*  
Aging Services Division

DATE: May 15, 1995

SUBJECT: ASD Budget Modification #ASD-~~95~~07: Adds funds from the City of Portland for the Southeast Multicultural Senior Center and the Gatekeeper program; adjusts budget for actual funds received.

Recommendation: The Aging Services Division recommends Board of County Commissioners' approval of the attached Budget Modification #ASD-~~95~~07.

Background/Analysis: The City of Portland passed two add packages that will increase the Aging Services Division budget. The first add package added funds for the operation of the new Southeast Multicultural Center. The second add package added funding for the Gatekeeper program. However, ASD also does not anticipate receiving private donations originally budgeted for the Gatekeeper program, so \$13,000 of these funds offset each other.

Financial Impact: Budget Modification #ASD-~~95~~07 adds \$65,000 in City Funds to Aging Services Division's budget for the Southeast Multicultural Center; adds \$16,000 in City Funds for the Gatekeeper program; reduces ASD budget by \$2,608 to reflect actual City funds received, for a net increase of City Funds of \$78,392. Gatekeeper funds are reduced by \$13,000, to better reflect revenues anticipated to be collected in FY1995.

Legal Issues: NA

Controversial Issues: NA

Link to Current County Policies: ASD seeks to reach isolated, frail elderly who would not normally access division services. Funding the Multicultural Center enhances services to minority elders. Funding the Gatekeeper program increases resources in the community to identify elders particularly at risk of self-neglect and abuse.

Citizen Participation: Both add packages were priorities of the Portland/Multnomah Commission on Aging (PMCoA).

Other Government Participation: NA

ASD-9507z

MEETING DATE: MAY 25 1995  
AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement between Multnomah County and City of Wood Village

BOARD BRIEFING Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: May 18, 1995  
Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Chuck Henley TELEPHONE #: 3191  
BLDG/ROOM #: 425/Yeon

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Intergovernmental Agreement between Multnomah County and the City of Wood Village providing for engineering, contracting, and project management services to construct a city reservoir access road.

5/26/95 ORIGINALS TO CATHEY KRAMER

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: Betsy Willia

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Return ratified packet of information to  
Cathey Kramer #425/Transp. for distribution.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1620 S.E. 190TH AVE.  
PORTLAND, OREGON 97233  
(503) 248-5050

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

## MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: Betsy Williams, Director, Department of Environmental Services  
Larry Nicholas, P.E., Director of Transportation  
Chuck Henley, P.E., Engineering Services Administrator

TODAY'S DATE: April 28, 1995

REQUESTED PLACEMENT DATE: May 18, 1995

RE: Intergovernmental Agreement Between Multnomah County and the City of Wood Village Providing for Engineering, Contracting, and Project Management Services to Construct a City Reservoir Access Road

I. Recommendation/Action Requested:

The Transportation Division recommends that the Chair formally sanction County staff's concurrence with a request by the City of Wood Village for engineering, project management, contract and construction services necessary to design and construct a small access road to a city reservoir. Approval of this agreement by the County Chair and the Mayor of Wood Village will memorialize the mutual understanding between Transportation Division and City staff regarding the scope of services the County obligates to provide and the amount the City obligates to pay therefore.

II. Background/Analysis:

Attached is the original request from the City for the project services. The planned scope of the project consists of designing and constructing a reservoir access road within an easement for that purpose on private property. City requests County to provide engineering design and construction and to let a contract for the improvements.

III. Financial Impact:

There is no material financial impact to the County caused by the scope of this agreement. The City will reimburse the County for the actual costs of providing the design, contract, and construction services up to a maximum of 23 percent of the actual construction cost.

IV. Legal Issues:

ORS Chapter 190 provides for intergovernmental agreements between units of local government to allow the performance of functions or activities by one unit of local government for another.

V. Controversial Issues:

There are no known controversial issues associated with fulfillment of the City's request. Design and construction of the small access road will take place according to generally accepted engineering principles and practices.

VI. Link to Current County Policies:

The Transportation Division has in the past provided similar services for similar purposes to other governmental units when requested.

VII. Citizen Participation:

No citizen participation is needed.

VIII. Other Government Participation:

The City has already gotten an interest in the private property to allow construction of the access road. The Mayor and City Administrator have reviewed and approved the agreement in its present form.



Mayor

Donald L. Robertson

Council President

William J. Stewart

Councilors

Timothy R. Fier

Janet Van de Riet

Steven D. Rodrigues

March 9, 1995

Larry Nicholas, County Engineer/Director  
Dept. of Engineering Services  
Multnomah County  
1620 NE 190th  
Portland, OR 97233

Dear Larry:

Wood Village has a small construction project which will provide an access road into the City's water reservoir #1. We have estimated the project construction to cost under \$20,000 and need to have the project completed this summer. The City would like Multnomah County to assist us in completing this project.

I recently met with Chuck Henley regarding the possibility of Multnomah County providing the engineering services, contracting services and project management for this small project. Chuck agreed that the County would be interested in providing these services and could probably do so by contracting the work without formal public bidding, i.e. as a small, under \$25,000, project. This seems to be an appropriate contracting approach. Chuck has offered these County services for a fee not to exceed ~~15%~~ <sup>23% b34</sup> of the construction contract amount.

The City would like to proceed with Multnomah County providing the engineering, contracting, and project management services for this project. The terms and conditions of these services to be as follows:

1. City will reimburse County for actual cost of services, not to exceed 15% of the project cost, upon receipt of properly detailed invoice.
2. County contract schedule to ensure completion of the project this summer.
3. City Council must approve the construction contract and accept the project prior to final payment.

Thank you for the consideration shown in assisting the City with this project. Please call me at 667-6211, if you have any questions.

Sincerely,

Gerald A. Anderson  
Public Works Director

GAA:jb

C: Chuck Henley, Multnomah County





# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 20202-5

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-8</u> DATE <u>5/25/95</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department Environmental Services Division Transportation Date 5/1/95Contract Originator Chuck Henley Phone X 3191 Bldg/Room 425/YeonAdministrative Contact Same as originator Phone " Bldg/Room "

Description of Contract Intergovernmental Agreement between Multnomah County and the City of Wood Village providing for engineering, contracting, and project management services to construct a city reservoir access road.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Wood VillageMailing Address 2055 NE 238th Dr  
Wood Village OR 97060Phone (503) 667-6211

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

Effective Date Upon ExecutionTermination Date Upon CompletionOriginal Contract Amount \$ 31,250.00

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

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

Total Amount of Agreement \$ 31,250.00**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

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

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☒ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 5-3-95

Date \_\_\_\_\_

Date 5/16/95Date May 25, 1995

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	150	030	6101			2776					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY AND  
THE CITY OF WOOD VILLAGE FOR PROVIDING  
ENGINEERING, CONTRACTING, AND PROJECT MANAGEMENT SERVICES  
FOR THE CONSTRUCTION OF A CITY RESERVOIR ACCESS ROAD**

**THIS AGREEMENT**, made an entered into as of the \_\_\_\_ day of \_\_\_\_\_, 1995, by and between Multnomah County, a home rule political subdivision of the State of Oregon, hereinafter referred to as "County," and the City of Wood Village, a municipal corporation, hereinafter referred to as "City," pursuant to the authority granted in O.R.S. 190.

**W I T N E S S E T H:**

**WHEREAS**, the City of Wood Village requires services which County is capable of providing, under terms and conditions hereinafter described; and

**WHEREAS**, County is able and prepared to provide such services as City does hereinafter require, under terms and conditions set forth;

**NOW, THEREFORE**, in consideration of those mutual promises and terms and conditions set forth hereinafter, the parties agree as follows:

**1. TERM.**

The term of this Agreement shall be from the adoption of this agreement until completion of all services set forth herein and required of the County, unless sooner terminated under the provisions hereof.

**2. SERVICES.**

County's services under this Agreement shall consist of performing certain engineering services, contracting services, and project management services for the construction of a small access road into the City's water Reservoir #1. After approval of plans and specifications by the City, the County will contract for construction. Upon completion of construction, the County will recommend that the City issue final acceptance of all work.

**3. COMPENSATION.**

- A. City agrees to compensate the County approximately Twenty Thousand Dollars (\$20,000) for the actual capital construction expenditures of the project. This sum is based upon mutually agreed upon estimates and may vary slightly at completion.

- B. City agrees to compensate the County a total amount not to exceed 23 percent of the construction contract amount for preliminary engineering, construction engineering, contract administration, and other services related to this project. These charges are estimated to be approximately Four Thousand Six Hundred Dollars (\$4,600), based upon a \$20,000 capital construction cost estimate.
1. The City will reimburse the County for direct cost for work necessary to fulfill the terms of this Agreement, up to a maximum amount (23% of construction contract amount). The direct cost shall be the sum of the base salary cost, fringe benefits, and overhead, except for the construction cost which shall be based upon the bid prices contracted through a third party and direct cost for inspection.
  2. The County shall compile accurate cost accounting records and submit itemized bills no later than bi-monthly, to the City for all costs authorized by this Agreement. The City agrees to pay the bills within 30 days of receipt of the bill.
- C. City certifies that sufficient funds are available and authorized to finance costs of this contract.

4. **EARLY TERMINATION.**

- A. This Agreement may be terminated prior to the expiration of the agreed-upon term:
1. by mutual written consent of the parties;
  2. by either party, upon 30 days' written notice to the other, delivered by certified mail, or in person; or
  3. by City, effective upon delivery of written notice to County by certified mail, or in person.
- B. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of County or City which accrued prior to such termination.

5. **SUBCONTRACTS OR ASSIGNMENT.**

County shall neither subcontract with others for any of the work prescribed herein, nor assign any of County's rights acquired hereunder, except for the Construction Project Activity which will be contracted with a third party.

6. **ACCESS TO RECORDS.**

City shall have access to such books, documents, papers, and records of County as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

7. **WORK IS PROPERTY OF CITY.**

All work performed by County under this Agreement shall be the property of the City.

8. **ADHERENCE TO LAW.**

- A. County shall adhere to all applicable laws governing its relationship with its employees, including but not limited to, laws, rules, regulations, and policies concerning worker's compensation and minimum and prevailing wage requirements.
- B. County shall adhere to all applicable laws, regulations, and policies relating to equal employment opportunity, and nondiscrimination in services and affirmative action.
- C. The County shall, subject to the limitations of the Oregon Tort Claim Act, indemnify, defend, and save City harmless from any and all claims, suits, or actions for damage or loss to property, or injury or death of any person, arising out of or in connection with the County performing the maintenance services.

9. **MODIFICATION.**

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

10. INTEGRATION.

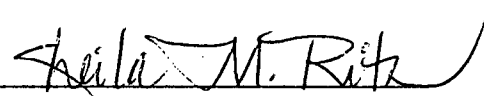
This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

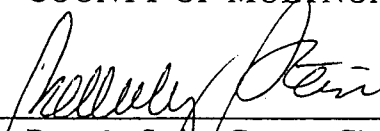
CITY OF WOOD VILLAGE

By   
Don Robertson, Mayor

DATED: April 12, 1995

By   
Sheila Ritz, City Administrator


COUNTY OF MULTNOMAH

By   
Beverly Stein, County Chair

DATED: May 25, 1995

Reviewed:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

By   
Assistant County Counsel  
John L. DuBay

RTCK0977.AGR

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-8 DATE 5/25/95  
DEB BOGSTAD  
BOARD CLERK

Meeting Date: MAY 25 1995

Agenda No: R-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Inter-governmental Agreement with Metro for mapping work.

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: May 25, 1995

Amount of Time Needed: 20 minutes

DEPARTMENT: DES

DIVISION: Planning

CONTACT: R. Scott Pemble

TELEPHONE: 248-3043

BLDG /ROOM: 412/103

PERSON(S) MAKING PRESENTATION: R. Scott Pemble

**ACTION REQUESTED**

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

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

The proposed inter-governmental agreement would allow Metro to prepare base maps for rural areas of Multnomah County showing land use data, plan designation, zoning districts, ownership, soil type and Columbia Gorge National Scenic Area land use information. The information would be available as part of Metro's computer-based geographic information system (GIS). The \$25,090 cost of this project is entirely funded by a grant from the Oregon Department of Land Conservation & Development

5/26/95 original to Scott Pemble

CONTRACT # 302115

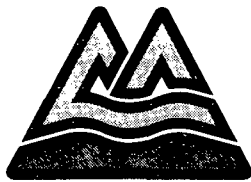
**SIGNATURES REQUIRED:**

Elected Official: \_\_\_\_\_

OR

Department Manager: RSP Betty Williams

1995 MAY 18 PM 2:04  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF PLANNING  
AND DEVELOPMENT  
2115 S.E. MORRISON STREET  
PORTLAND, OREGON 97214  
(503) 248-3043

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

**TO:** Board of County Commissioners

**FROM:** R. Scott Pemble, Director of Planning & Development

**DATE:** May 12, 1995

**REQUESTED PLACEMENT DATE:** May 25, 1995

**RE:** Inter-governmental Agreement (IGA) with METRO for Mapping Work

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

Approve an inter-governmental agreement (IGA) with METRO for mapping work related to the rural areas of Multnomah County. The project will result in mapping of comprehensive plan and zoning designations, soil types, existing dwellings, Columbia Gorge National Scenic Area (NSA) land use and zoning designations, and NSA recreational intensities and landscape settings.

## **II. Background/Analysis**

Multnomah County needs to produce several types of maps. The types of maps needed include updated land use and zoning maps, ownership maps, maps to implement 1993 state agricultural and forest lands rules (HB 3661). Since METRO has an extensive Geographical Information System (GIS) which can produce computer-generated maps for various County areas, the Division of Planning and Development proposes to have METRO update their existing database with the necessary information and provide this information to Multnomah County as requested. This agreement does not include provisions for future updates, or for the eventual direct transmission of this mapped data to Multnomah County either through on-line access or CD-ROM technology.

The goal of this project is to make available several types of maps that display best available information accurately and in an understandable format that will allow both Planning Division staff and the public to determine the use of property.

### **III. Financial Impact**

The cost of this mapping project is \$25,000. The cost is entirely reimbursed by a grant from the Oregon Department of Land Conservation and Development to complete this mapping work. However, the work must be completed by June 30, 1995 in order to receive the grant money.

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

Some of the maps contain information required by law in order to implement state and federal land use regulations. Currently, the County does not have this data readily available, resulting in increased staff costs to retrieve the information and potential errors in transposing the information onto existing property line base maps.

Specific legal requirements for some of the proposed maps are as follows:

- The Multnomah County Zoning Ordinance and Oregon Administrative Rules (OAR) Sections 660-6 and 660-33 require information on historical land ownership patterns and single ownership of multiple contiguous parcels as part of proposed development activity for Exclusive Farm Use (EFU) and Commercial Forest Use (CFU) lands.
- HB 3661 (passed in 1993) and the implementing OAR 660-33 require use of specific soil type information in determining allowed and prohibited uses on specific parcels of land designated and zoned as Exclusive Farm Use (EFU) for which an applicant proposes development activity.
- HB 3661 and the implementing OAR 660-6 require that the existence and location of existing dwellings be known for lots adjacent to a proposed new residence in the Commercial Forest Use (CFU) zone.
- Public Law 99-663 established the Columbia River Gorge National Scenic Area (NSA) Act. Multnomah County has implemented the NSA Management Plan through extensive provisions of our zoning ordinance. However, the Columbia Gorge Commission has not provided Multnomah County with maps of land use designations, zoning districts, recreational intensity classifications, and landscape setting classifications which is specific to a property-by-property basis.

### **V. Controversial Issues**

None

### **VI. Link to Current County Policies**

The maps provided by this IGA will help the Planning and Development Division inter-



pret and explain county land use plans and codes more efficiently and effectively.

**VII. Citizen Participation**

None

**VIII. Other Government Participation**

The proposed IGA is with METRO, which is able to complete this work in a timely manner.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF PLANNING  
AND DEVELOPMENT  
2115 S.E. MORRISON STREET  
PORTLAND, OREGON 97214  
(503) 248-3043

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

Date: May 17, 1995

**To:** Chair Stein  
Commissioner Collier  
Commissioner Hansen  
Commissioner Kelly  
Commissioner Saltzman  
**From:** R. Scott Pemble, *Planning Director*

**Subject:** Retroactive IGA for METRO Mapping Services

At the end of the 1993 legislative session (July 1994), the Planning Division applied for two Department of Land Conservation and Development (Department) grants after receiving Board approval. The Department approved both grants and the revenues are recognized in the Planning Divisions FY 1994/95 budget. The grant contracts require the County to spend the grant monies by June 30, 1995.

The Planning staff when preparing the grant proposals made one primary assumption, the maps would be generated from a photographic process. After conferring with METRO staff it was decided that a GIS approach, which utilizes a digitized electronic data base, would be more cost effective and would yield better map products. This change in approach required an amendment to the agreement between the Department and the County and a new IGA between METRO and the County to produce the maps.

While the respective organizations processed their various agreements, METRO had need of subcontracting with Unigroup (state inmates) for digitizing services. Unigroup has a backlog of work and METRO staff was concerned that waiting to process the agreements would place the County's mapping project to far back in the queue, making the June 30, 1995 grant deadline unrealistic. Consequently, METRO initiated an Agreement with Unigroup to insure the mapping project could be completed by June 30, 1995. (This IGA involves only grant monies.)

cc. John Dubay  
Purchasing

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302115

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-9</u> DATE <u>5/25/95</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Environmental Services Division Planning Date 05/01/95Contract Originator R. Scott Pemble Phone 248-3182 Bldg/Room 412/103

Administrative Contact \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Description of Contract Forest, Farm and Columbia River Gorge National Scenic Area  
mapping services to be performed by Metro for Multnomah County.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name MetroMailing Address 600 NE Grand Ave  
Portland, Oregon 97232-2736Phone 797-1700

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

Effective Date March 17, 1995Termination Date June 30, 1995

Original Contract Amount \$ \_\_\_\_\_

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

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

Total Amount of Agreement \$ 25,090**REQUIRED SIGNATURES:**Department Manager Betsy WilliamsPurchasing Director  
(Class II Contracts Only) John D. Bay

County Counsel \_\_\_\_\_

County Chair / Sheriff William SteinContract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

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

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 5-18-95

Date \_\_\_\_\_

Date 5/18/95Date May 25, 1995

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	030	5200			6110					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**INTERGOVERNMENTAL AGREEMENT  
METRO MAPPING SERVICES FOR  
HB 3661 and COLUMBIA RIVER GORGE NATIONAL SCENIC AREA**

THIS INTERGOVERNMENTAL AGREEMENT, DATED this 25th day of May, 1995, by Metropolitan Service District, a Metropolitan Service District under ORS 268 and Regional Government under the 1992 Charter, (hereinafter called "METRO") and Multnomah County, a municipal corporation, (hereinafter called the "COUNTY") for the purpose of providing mapping services in connection with Department of Land Conservation and Development Grants for Farm, Forest, and National Scenic Area work.

**1. TERM**

The term of the Agreement shall commence March 17, 1995 and will expire June 30, 1995, or upon completion of the Scope of Work as outlined under Exhibit "A" of this Agreement, whichever occurs sooner, unless sooner terminated pursuant to Section 6 hereof, or unless extended by mutual written agreement of the County and METRO.

**2. PROJECT SCHEDULE**

The anticipated Project Schedule is as follows:

- A. Phase I - Data Collection, gather and package map attribute data to be digitized (March 20, 1995 through April 26, 1995)
- B. Phase 2 - Digitize, input map attribute data (March 17 1995 through May 30, 1995)
- C. Phase 3 - Map Production, produce paper copy of map products and archive files (May 30, 1995 through June 30, 1995).

The parties acknowledge and agree that the above schedule shall serve as a guide for the completion of the Scope of Work, but that the actual time line may vary given the complexity of the data, the numerous attributes involved and the potential change in scope of each one of the work elements as influenced by the availability of data.

**3. SERVICES**

- A. Under the terms of this Agreement, METRO will perform the Scope of Work as outlined in the Exhibit "A" of this Agreement.
- B. To assist METRO in carrying out its obligations, the County shall assume and perform those responsibilities identified in the Scope of Work outlined in the Exhibit "A" of this Agreement.

**4. CONTRACT ADMINISTRATION**

- A. METRO'S Data Resource Center Manager has assigned the responsibilities for performing the services specified in this Agreement to Alan Holsted and or his designee as appropriate.

- B. The County's responsibilities will be administered under the supervision of R. Scott Pemble, Planning Director, and/or his designee.

## **5. COMPENSATION**

- A. The County shall pay METRO for all work performed under this Agreement up to a maximum amount not to exceed \$25,090, including actual staff costs indirect and overhead charges, consultant services and subcontractor work and reimbursable expenses including but not limited to photocopying, printing, postage, and digitizing.
- B. Payment to METRO shall be made within 30 days of presentation of billing to the county.
- C. Payment shall be full compensation of work performed. The County shall not be liable for any costs in excess of this amount incurred by METRO.
- D. METRO shall serve as an independent contractor under this agreement. METRO shall have no authority to execute any instrument or incur any liability on behalf of the County. METRO employees who work pursuant to this Agreement remain METRO employees and are not employees of the County.

## **6. EARLY TERMINATION**

- A. This agreement may be terminated by either party prior to the expiration of the agreed upon term upon ten (10) days written notice to the other, delivered by Certified Mail or in person.
- B. County shall pay METRO for all work performed under the Agreement through the effective date of early termination according to the cost shown in Exhibit "B", and full payment shall be full satisfaction of all claims by METRO against the County under this Agreement, except for a claim for indemnification pursuant to Section 13 hereof.

## **7. ASSIGNMENT**

METRO shall not assign any of the rights or obligations of this Agreement without obtaining prior written approval from the County. The County hereby approves the Unigroup to perform digitizing services under a separate subcontract to METRO. The County, by this Agreement, incurs no liability for payment to third persons.

## **8. RECORDS**

All maps, books, documents, papers and records obtained by METRO from any source or created by METRO pursuant to this agreement shall be the County's property and delivered to it at any time during, at termination or after termination of this agreement upon demand by the County. METRO may retain copies of all work, maps, documents, papers and records obtained or created by METRO pursuant to this Agreement and may make use of copies for any METRO purpose.

## 9. BREACH OF AGREEMENT

Either METRO or the County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

## 10. REMEDIES FOR BREACH OF AGREEMENT

In the event of termination by either party pursuant to Section 9 above, the parties' sole remedy shall be the delivery and receipt of payment as described in Paragraph 6, Early Termination.

## 11. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the parties shall comply either all applicable federal, state, and local laws and regulations.

## 12. MODIFICATION

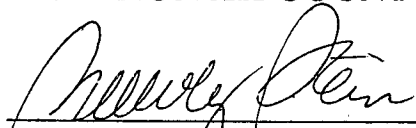
METRO and the County may modify this Agreement only by mutual written agreement, signed by both parties.

## 13. HOLD HARMLESS

Subject to the limitations and conditions of the Oregon Tort Claim Act, ORS 30.260 through 30.300 and the Oregon Constitution, Article 9, the County and METRO shall each be responsible for any loss or injury to third parties arising from METRO's or the County's own acts or omissions under this Agreement, and the County and METRO shall defend, hold harmless and indemnify the other party to this Agreement with respect to any claims, litigation or liability arising from the County's or METRO's own acts or omissions under this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.


### MULTNOMAH COUNTY

  
Beverly Stein, Chairperson

METRO

\_\_\_\_\_  
Mike Burton, Metro Executive Officer

REVIEWED BY:

  
Multnomah County Counsel  
John L. DuBay

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-9 DATE 5/25/95  
DEB BOGSTAD  
BOARD CLERK

## EXHIBIT "A"

### SCOPE OF WORK

#### METRO MAPPING SERVICES FOR HB 3661 and Columbia River Gorge National Scenic Area

##### METRO RESPONSIBILITIES:

The following general work items shall be conducted by METRO in order to provide the County with requested maps.

1. Digitize Tax lots for all ownerships in rural Multnomah County.
2. Prepare GIS generated Ownership maps for all rural areas of Multnomah County which delineate tax lots and depict parcel (i.e., legally created lots) and tract (i.e., contiguous ownerships as defined by HB 3661). Tracts need only be displayed for Commercial Forest Use (CFU) and Exclusive Farm Use (EFU) zoned property. Two paper copy maps at 1"=400'.
3. Prepare GIS generated Comprehensive Plan and Zoning maps for all unincorporated areas of Multnomah County. Two paper copies of each map at 1"=400'.
4. Prepare GIS generated Soil maps for all rural areas of Multnomah County which depicts soils, ownerships and high value soils listed in Exhibit B. Two paper copy of each maps at 1"=400'.
5. Prepare GIS generated Dwellings maps depicting the location on the Ownerships maps for CFU and EFU designated in rural Multnomah County. (If Multnomah County is unable to provide METRO with necessary data to precisely locate dwellings, then METRO is required to prepare maps which identify EFU and CFU designated ownerships that have existing dwellings.) Two paper copies of EFU and CFU Dwelling maps at 1"=400'.
6. Prepare GIS generated Land Use and Zoning maps which depict Land Use and Zoning designations by tax lot for all areas within the Columbia River Gorge National Scenic Area within Multnomah County. Two paper copy maps at 1"=400'.
7. Prepare GIS generated Recreation Intensity Class maps which depict Recreation Intensity Class by tax lot for all areas within the Columbia River Gorge National Scenic Area within Multnomah County. Two paper copy maps at 1"=400'.
8. Prepare GIS generated Landscape Setting maps which depict Landscape Setting by tax lot for all areas within the Columbia River Gorge National Scenic Area within Multnomah County. Two paper copy maps at 1"=400'.

COUNTY RESPONSIBILITIES:

The following general work items shall be conducted by Multnomah County Planning staff to assist METRO in the preparation of requested maps.

1. The County shall provide to METRO all requested information in a timely manner. The County shall respond to draft work products in a timely manner. County representatives shall be available for telephone conversations and meeting in a timely manner. Given the short duration of this contract, "timely manner may be as quick as a few hours or days.
2. The County Planning Division staff shall specify the format for all mapping products.



## HIGH-VALUE FARMLAND SOILS

### Multnomah County

Prime, Class I and Class II soils:

1A Aloha silt loam IIw  
 1B Aloha silt loam IIw  
 2A Aloha-Urban Land Complex IIw  
 6B Burlington fine sandy loam IIe  
 7B Cascade silt loam IIIw  
 9B Cazadero silty clay loam IIe  
 10B Cornelius silt loam IIIe  
 11B Cornelius-Urban Land Complex IIe  
 16 Faloma silt loam, protected IIw (irrigated), IVw (not irrigated)  
 21B Helvetia silt loam IIe  
 25A Latourell loam I  
 25B Latourell loam IIe  
 26A Latourell-Urban Land complex I  
 26B Latourell-Urban Land complex IIe  
 27B Mershon silt loam IIIe  
 28 Moag silty clay loam, protected IIIw  
 29A Multnomah silt loam IIIs  
 29B Multnomah silt loam IIIe  
 34A Powell silt loam IIIw  
 34B Powell silt loam IIIe  
 36A Quafeno loam IIw  
 36B Quafeno loam IIe  
 37A Quatama loam IIw  
 37B Quatama loam IIe  
 38A Quatama-Urban Land Complex IIw  
 40 Rafton silt loam, protected IIIw  
 43C Saum silt loam IIIe  
 45 Sauvie silt loam, protected IIw  
 46 Sauvie silty clay loam, protected IIw  
 47A Sauvie-Rafton-Urban Land Complex IIw  
 48 Sifton gravelly loam IIIw  
 51A Urban Land-Latourell complex I  
 51B Urban Land-Latourell complex IIe  
 53A Urban Land-Quafeno Complex IIw  
 53B Urban Land-Quafeno Complex IIw  
 54B Urban Land-Quatama Complex IIe  
 55 Wapato silt loam IIIw  
 57 Wollent silt loam IIIw

Willamette Valley soils:

6C Burlington fine sandy loam IIIe  
 7C Cascade silt loam IIIe  
 10C Cornelius silt loam IIIe  
 10D Cornelius silt loam IVe  
 11C Cornelius-Urban Land Complex IIIe  
 25C Latourell loam IIIe  
 25D Latourell loam IVe  
 29C Multnomah silt loam IIIe  
 30B Multnomah-Urban Land Complex IIIe  
 34C Powell silt loam IIIe  
 34D Powell silt loam IVe  
 37C Quatama loam IIIe  
 37D Quatama loam IVe  
 51C Urban Land-Latourell Complex IIIe  
 51D Urban Land-Latourell Complex IVe  
 52A Urban Land-Multnomah Complex IIIs  
 52B Urban Land-Multnomah Complex IIIe  
 52C Urban Land-Multnomah Complex IIIe  
 54C Urban Land-Quatama Complex IIIe

MEETING DATE: MAY 25 1995

AGENDA NO: R-10

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

Grant of easement to Northwest Pipeline Corporation on Tax Title Land  
in Section 17, TIN, R3E, W.M. Multnomah County, Oregon.

SUBJECT: \_\_\_\_\_

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

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

REGULAR MEETING: Date Requested: May 25, 1995 (not June 8 in any event)

Amount of Time Needed: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Bob Oberst TELEPHONE #: 248-3851  
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

SEE SUPPLEMENT

5/26/95 ORIGINAL EASEMENT & COPIES OF ORDER  
& EASEMENT TO BOB OBERST

1995 MAY 16 PM 3:40  
CLERK OF  
COUNTY  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: *[Signature]* Betty Willia

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities &  
Property Management



TODAY'S DATE: May 16, 1995

REQUESTED PLACEMENT: May 25, 1995

RE: Approval of Grant of Easement on Tax Title Land in  
Section 17, T1S, R3E, WM, Multnomah County, Oregon to  
Northwest Pipeline Corporation

I. Recommendation/Action Requested: Approval by Board of Commissioners of RIGHT-OF-WAY AND EASEMENT granting to Northwest Pipeline Corporation an easement for construction of a large diameter natural gas pipeline to increase service capacity on the Northwest system.

II. Background/Analysis: The parcel of land to be subject to the easement consists of a band of land approximately 0.02 acre in area (871 square feet), approximately twenty feet in width on the southeasterly corner of a tax title parcel as shown in the easement exhibit A.

The tax title parcel lies within the City of Gresham, which has requested that the parcel be transferred to it. The City of Gresham has been advised of the potential easement and has no objection to the granting of the easement requested by Northwest Pipeline Corporation over this parcel.

The tax title parcel is about fifty feet wide and less than one-half acre in area. The affected portion lies within the boundary of an easement to an electric utility. For these reasons, the easement parcel is not suitable for construction of surface improvements found in customary development of land.

Northwest Pipeline Corporation is a common carrier of natural gas, licensed by the Federal Energy Regulatory Commission to transport natural gas and has been issued a certificate of Public Convenience and Necessity which would authorize it to obtain a right-of-way across the property through exercise of condemnation. The Corporation and County Facilities & Property Management have negotiated the conditions and cost of the easement; we recommend granting the RIGHT-OF-WAY AND EASEMENT submitted herewith.

III. Financial Impact: The value of the entire tax title parcel is \$900.00 as appraised by Multnomah County Assessment & Taxation Division. The proposed purchase price of \$10.00 compares to total value of the easement parcel of about \$40.00, not considering the effect of the electric utility easement.

The grant of the RIGHT-OF-WAY AND EASEMENT would retain in the County and its successors in interest the right to use the land in ways that would not interfere with the pipeline. This would primarily consist of non-structural uses.

The proceeds of sale of the easement would be credited to the tax title fund.

IV. Legal Issues: None, to Facilities & Property Management (FM) knowledge.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: None, to FM knowledge.

VII. Citizen Participation: None involved or expected in this transaction. Citizen participation in the pipeline regulatory process is unknown to FM.

VIII. Other Government Participation: The placement and construction of the gas pipeline is subject to federal regulatory proceedings; involvement of other governmental bodies is not known to FM.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the grant of a RIGHT- )  
OF-WAY AND EASEMENT on County Tax Title) )  
Land in Section 17, T1N, R3E, W.M., )  
Multnomah County, Oregon )

O R D E R  
95-117

It appearing that the Northwest Pipeline Corporation is a common carrier of natural gas licensed by the Federal Energy Regulatory Commission and has been issued a Certificate of Public Convenience and Necessity authorizing it to obtain a right-of-way for construction of a pipeline for transmission of natural gas across land within Multnomah County Tax Title property, tax account number R-99317-1530 in order to serve present and future gas needs in the region; and

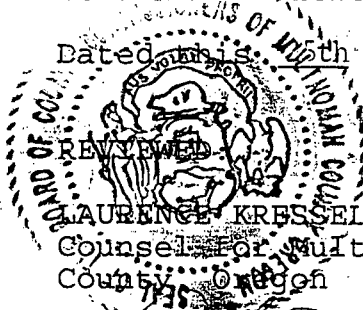
It appearing that Northwest Pipeline Corporation has requested a RIGHT-OF-WAY AND EASEMENT totalling approximately 0.02 acre upon said parcel upon which to construct and maintain a gas transmission line; and

It being determined that the tax title land underlying the requested RIGHT-OF-WAY AND EASEMENT has been requested by the City of Gresham which is agreeable to the grant of easement and that the easement will have little or no effect upon the use or value of said parcel; and

It being determined that the tax title land underlying the requested easement is subject to prior easement to an electric utility and is not of size or configuration to permit other development construction of the surface and thus has no value greater than \$10.00 offered by Northwest Pipeline Corporation for the RIGHT-OF-WAY AND EASEMENT and the Board being fully advised in this matter:

It is ORDERED that Multnomah County execute this RIGHT-OF-WAY AND EASEMENT before the Board this date and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 15th day of May, 1995.



LAURENCE KRESSEL, County  
Counsel for Multnomah  
County, Oregon

By John L. DuBay  
John L. DuBay, Chief Deputy

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, County Chair

**NORTHWEST PIPELINE CORPORATION  
RIGHT-OF-WAY AND EASEMENT**

For Ten Dollars (\$10.00) and other valuable consideration, MULTNOMAH COUNTY, STATE OF OREGON ("Grantor"), grants, sells and conveys to NORTHWEST PIPELINE CORPORATION ("Grantee"), P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), its successors and assigns, a right-of-way and easement ("Easement") to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline and cathodic equipment ("facilities") over, under and through the land described below, approximately along the line that has or shall be designated by survey by Grantee, through and over the said land, situated in Multnomah County, State of Oregon described below:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>P.M.</u>
NW1/4	17	1 South	3 East	Willamette

A centerline survey description of the easement is described in Exhibit "A" attached hereto and made a part of this agreement.

This Easement conveys to Grantee the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing and future roads, for the purpose of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe ("work"). Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary during construction of the pipeline, also shown in Exhibit "A".

Grantee agrees that within a reasonable time following the completion of its work and subject to weather and/or soil conditions, Grantee shall as near as practicable restore said right-of-way to its original contours and condition of rockiness. Grantee shall compensate Grantor for adequately documented damages which directly result from its work, including loss of business, timber, growing crops, pasture and livestock. Damages to other real or personal property shall be repaired by Grantee or the Grantor shall be compensated for such repairs. Specific conditions which shall apply to the initial construction of facilities are described in Exhibit "B" attached hereto and made a part of this agreement. Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said facilities.

Grantee shall possess the above-described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way granted to the Grantee, its successors and assigns, and the Grantee may assign the rights and easements granted under this Easement, either in whole or in part, subject to the terms of this grant, and subject also to Grantor's consent, which consent shall not unreasonably be withheld, and such rights and easements shall be covenants running with the land and be binding upon Grantor, its heirs, legal representatives and successors in title. The foregoing notwithstanding, Grantor's consent shall not be required for Grantee to assign any rights and easements granted hereunder to any corporation or other entity into or with which Grantee may be merged or consolidated, or to any corporation or other entity which shall be an affiliate, subsidiary, parent or successor of Grantee.

Grantee may at any time permanently abandon said right-of-way and at its discretion may remove or abandon in place improvements constructed on it. In the event Northwest elects to abandon the pipeline in place, it agrees to indemnify and hold Grantor harmless from and against any liability, claims, damages and costs directly caused by the abandoned pipeline. Upon such abandonment action, Grantee may at its discretion execute and record a reconveyance and release of this Easement whereupon this right-of-way and easement and all rights and privileges mutually granted shall be fully canceled and terminated.

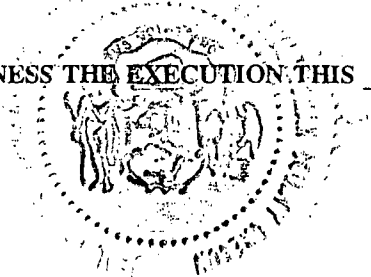
**AFTER RECORDING RETURN TO:**

Grantor reserves the right to use and enjoy said property except for the purposes granted in this Easement, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent, except for the construction, reconstruction or relocation of any public pedestrian walkway or any other improvement required for public safety purposes.

Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is mutually understood and agreed that this Easement and the attached exhibits as written, covers and includes all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Easement.

WITNESS THE EXECUTION THIS 25th DAY OF May, 1995.



DEBORAH L. ROUSTAO

Witness to Signature(s)

GRANTOR(S):

Beverly Stein  
Beverly Stein - Chairwoman  
Board of County Commissioners

NORTHWEST PIPELINE CORPORATION

Steve Bouvette  
Steve Bouvette, Attorney-In-Fact

Land No. 02162

REVIEWED  
By John L. DuBay  
MULTNOMAH COUNTY COUNSEL

Exhibit "A"  
 PGE RIGHT OF WAY CENTERLINE  
 DOES NOT REPRESENT  
 LOCATION OF  
 POWER TRANSMISSION LINE

Gerhard Linneman  
 D.L.C. No. 51



MULTNOMAH COUNTY  
 DEED RECORDED  
 AS DOCUMENT NO.  
 85-22421

End 3" Brass Cap  
 SW Cor Linneman DLC

S W 14th DRIVE

S E 190th DRIVE

TEMP WORK AREA  
 60' X 40'

Ernest Giese  
 D.L.C. No. 71 PGE ROW

SEE  
 DETAIL

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Mark R. Heidecke*

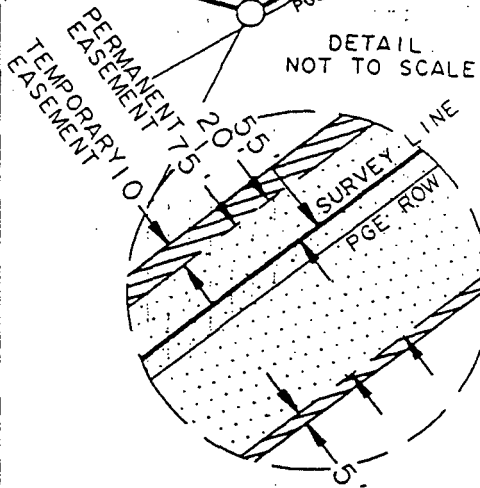
OREGON  
 FEB. 14, 1983  
 MARK R. HEIDECKE  
 2132

EXPIRES 6/30/95

LEGEND

- Found Monument as described.
- Proposed Pipeline Centerline
- ▨ Permanent Easement
- ▧ Temporary Easement
- ▤ PGE Easement
- ▩ Temporary Work Area

DATE OF SURVEY: JANUARY 1994  
 LAND NO.: 02162  
 W.O. NO.: 32986  
 REF. DWG.: 2479.0-12



1		REVISED TEMP. WORK AREA	MDG	4/22/95
NO		REVISION	BY	DATE
SURVEYED BY: <b>GERA</b> G.E. Raleigh and Associates, Inc. CONSULTANTS				
P.O. Box 25247 Portland, Oregon 97225 (503) 626-6656				

NORTHWEST PIPELINE CORPORATION  
ONE OF THE WILLIAMS COMPANIES

PROPOSED 30" O.D.  
 CAMAS TO EUGENE LOOP ACROSS  
 MULTNOMAH COUNTY  
 SEC. 17 TWS. 1-S, RNG. 3-E  
 MULTNOMAH COUNTY, OREGON

SCALE 1" = 100'	DATE 4-14-94	APPR <i>MDG</i>
DRAWN BY MDG	CHECKED BY MRH/RHF	NO 2479.1-X-83 SHT. 2 OF 2



PERMANENT RIGHT-OF-WAY

All that portion of land over and across that property in the Ernest Giese D.L.C. No. 71 within Section 17 in Township 1 South, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon, as described in a Deed recorded as Document No. 85-22421, Official Records of Multnomah County, Oregon. The boundaries of said strip of land lie 55 feet on the southeasterly side of, 20 feet on the northwesterly side of, and are parallel with, the following described survey line, and are to be lengthened or shortened to terminate on the South and East lines of said property. The basis of bearings is the Oregon State Coordinate System (NAD-83), North Zone:

Beginning at a point on the South line of said property which bears N.88°22'00"W., 10.92 feet from the most easterly northeast corner of Tract D in Hunters Highland, a subdivision in said Section 17; THENCE N.60°19'30"E., 12.77 feet to a point on the East line of said property which bears S.01°35'14"W., 355.40 feet from the Southwest corner of the Gerhard Linneman D.L.C. No. 51, evidenced by a 3 inch brass cap.

Containing 0.02 acres, more or less.

TEMPORARY RIGHT-OF-WAY

A strip of land 10 feet wide adjoining the northwesterly line of the hereinabove described strip of land, the southeasterly line of which is coincident with said northwesterly line.

Containing 0.01 acres, more or less.

TEMPORARY WORK AREA

A strip of land 60 feet wide and 40 feet long as shown on Sheet 1 of 2.

Containing 0.05 acres, more or less.

Subject to Portland General Electric Company's 125 foot wide right-of-way.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Mark R. Heidecke*

OREGON  
FEB. 14, 1985  
MARK R. HEIDECHE  
2132

EXPIRES 6/30/95

DATE OF SURVEY: JANUARY 1994  
LAND NO.: 02162  
W.O. NO.: 32986  
REF. DWG.: 2479.0-12

1	REVISED TEMP. WORK AREA	MDG	4/22/95	
NO	REVISION	BY	DATE	APP
SURVEYED BY: <b>GERA</b> G.E. Raleigh and Associates, Inc. CONSULTANTS P.O. Box 25247 Portland, Oregon 97225 (503) 626-6656				

NORTHWEST PIPELINE CORPORATION <small>ONE OF THE WILLAMETTE COMPANIES</small>		
PROPOSED 30" O.D. CAMAS TO EUGENE LOOP ACROSS MULTNOMAH COUNTY SEC. 17 TWS. 1-S, RNG. 3-E MULTNOMAH COUNTY, OREGON		
SCALE 1" = 200'	DATE 4-14-94	APPR. <i>MRH</i>
DRAWN BY MDG	CHECKED BY MRH/RHF	NO 2479.1-X-83 2 OF 2

## **EXHIBIT "B"**

### **CONSTRUCTION STIPULATIONS**

In accordance with the terms and conditions of the Easement, the Grantor and Grantee agree to construct a natural gas pipeline on Grantor's property as follows:

1. Grantee shall notify Grantor of construction startup activities a minimum of 48 hours in advance of the startup of construction on Grantor's property.
2. Grantee will ensure that waste and debris will be picked up on a daily basis.
3. Grantee and Grantor agree that up to 6 inches of topsoil currently is present in Grantor's utility corridor. Throughout all of its activities, Grantee shall prevent mixing of up to 6 inches of topsoil with the subsoil. Grantee further agrees to segregate the topsoil from the subsoil over as needed due to topography and to comply with safe construction techniques.
4. Grantee agrees to remove all brush and slash from the right-of-way prior to construction.
5. Grantee agrees to restore, including smoothing by back-blading, the utility corridor. All rocks three inches (3") and larger in diameter shall be removed. Prior to the application of seed the site shall be inspected by Grantor. Seeding is to be with a seed mixture similar to existing.
6. Grantee agrees to repair or replace all disturbed area of the existing walking trail after construction with six inches (6") of compacted gravel under 2 to 4 inches of asphalt and at a width of approximately 4 feet.
7. During any construction, reconstruction or modification work the Grantee shall provide and install adequate barricades or barriers to prevent public entrance into the construction area.
8. Grantee shall not remove or cover any property corners or monuments, nor damage or remove any corner markers. In the event the Grantee locates or restores any property corner or monument Grantee shall mark the corner or monument with a "Carsonite" marker supplied by the Grantor. Said marker(s) shall be supplied to the Grantee at no cost.

ACKNOWLEDGEMENT

STATE OF OREGON

COUNTY OF MULTNOMAH

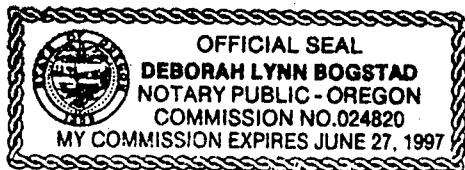
The foregoing instrument was acknowledged before me this 25th day of May, 1995, by

Beverly Stein, Chair, Multnomah County Board of Commissioners, on behalf of

Multnomah County.

My Commission Expires:

6/27/97



Deborah Lynn Bogstad  
Notary Public in and for

Multnomah County

State of Oregon

ACKNOWLEDGEMENT--ATTORNEY-IN-FACT

STATE OF OREGON

COUNTY OF MULTNOMAH

On the 15 day of May 1995, Steve Bouvette, personally appeared before me and being by me duly sworn, did say that he is the Attorney-in-Fact of Northwest Pipeline Corporation, and that the Agreement was signed on behalf of Northwest Pipeline Corporation and said Steve Bouvette acknowledged to me that he as such Attorney-in-Fact executed the same.

My Commission Expires:

11-18-97



Joel Taylor  
Notary Public in and for

Multnomah County

State of Oregon

MAY 25 1995

Meeting Date: \_\_\_\_\_

Agenda No: \_\_\_\_\_

R-11

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Establishing and abolishing County departments

BOARD BRIEFING

Date Requested: \_\_\_\_\_

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

REGULAR MEETING: Date Requested: May 25, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental

DIVISION: Employee Services

CONTACT: Curtis Smith

TELEPHONE #: x5015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

☐ OTHER

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

This proposed Ordinance abolishes the Department of Social Services and gives departmental status to the divisions within that department, Community & Family Services, Aging Services and Juvenile Justice Services. It also updates code provisions relating to County organization. There are no costs associated with this Ordinance. An accompanying Ordinance revises job titles and salary ranges to reflect this reorganization.

**SIGNATURES REQUIRED:**

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

OR

DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
MAY 17 AM 10:58

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

## ORDINANCE FACT SHEET

Ordinance Title: Establishing and abolishing County departments

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

Abolishes the Department of Social Services and gives departmental status to the divisions within that department, Community & Family Services, Aging Services and Juvenile Justice Services. Also updates code provisions relating to County organization.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Other jurisdictions organize themselves into departments and divisions or offices and bureaus.

What has been the experience in other areas with this type of legislation?

Not applicable.

What is the fiscal impact, if any?

There is no fiscal impact.

(If space is inadequate, please use other side)

### SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: \_\_\_\_\_



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith, Employee Services Manager

DATE: May 17, 1995

REQUESTED PLACEMENT DATE: May 25, 1995

RE: Department Reorganization

- I. Recommendation/Action Requested: It is recommended that the Board of County Commissioners designate the three divisions of Aging Services, Community and Family Services, and Juvenile Justice Services as departments and abolish the former Department of Social Services.
- II. Background/Analysis: In October, 1993, the positions of department director and the director's staff for the Department of Social Services were abandoned administratively in order to permit the Chair to have more direct impact upon, and a closer relationship with the Divisions of Aging Services, Community and Family Services, and Juvenile Justice. Since then, all three division managers have reported directly to the Chair, and are operating as department managers. This ordinance is necessary in order to recognize the current situation. The three individuals in these positions are undistinguishable from other department managers, all of whom act as part of the Chair's management team.

Changing the three Divisions to Department status at this time is appropriate for the following reasons: 1) Elimination of the Department of Social Services achieves a flatter organization by eliminating one hierarchical layer; 2) The Chair will continue to have personal impact upon the three Divisions by retaining them as direct reports; and 3) In all fairness to the three Division managers, by virtue of being direct reports to the Chair for line operations, they are now functioning as department managers, and should be so recognized.

A companion ordinance to establish the appropriate salary ranges for the positions follows next on the agenda and represents the technical effect of adoption of this ordinance.

- III. Financial Impact: Based on input from these divisions, no fiscal impact from adding positions or giving salary increases is anticipated.
- IV. Legal Issues: A change in the County's Department structure requires four votes by the Board of County Commissioners.
- V. Controversial Issues: There was considerable discussion about departments and department managers in 1991. In that year, the Board expressed a desire to reduce the number of departments, and abolished the Department of General Services. However, later that same year, the Board split the Department of Human Services into two Departments (Health and Social Services).
- VI. Link to Current County Policies: The proposed organization complements the Chair's desire to flatten the organization, eliminate artificial barriers to service delivery, and maintain a close relationship with units which provide human services.
- VII. Citizen Participation: While this proposal is an administrative recommendation, citizen advisory groups have generally supported no-cost or low-cost re-organizations which enhance communication and reduce hierarchical levels of management.
- VIII. Other Government Participation: None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

An ordinance relating to county organization; abolishing the Department of Social Services, giving departmental status to certain existing divisions within that department, and updating an outdated code provision relating to county organization.

Multnomah County ordains as follows:

Section 1. Purpose

The Board of County Commissioners recognizes the existing circumstance in that the three Department of Social Services Division managers are currently reporting directly to the County Chair and are indistinguishable in authority and responsibility from other department managers who are part of the Chair's management team. This ordinance corrects that situation by giving departmental status to the aforementioned divisions as of July 1, 1995.

Section 2. Department of Aging Services Established

The Department of Aging Services is established. It shall provide social and health services relating to the needs of senior citizens in order to help them live as independently as possible, safely, with dignity in the least restrictive environments.

Section 3. Department of Juvenile Justice Services Established

The Department of Juvenile Justice Services is established. It shall provide services relating to the needs of juveniles in

05/17/95:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138



order to prevent and decrease juvenile crime and increase community safety.

Section 4. Department of Community and Family Services Established

The Department of Community and Family Services is established. It shall provide a comprehensive integrated delivery of community, youth and family services combining resources in health care, public safety, mental health, alcohol and drug treatment, gang intervention, prevention of child abuse and housing and community development services.

Section 5. Repeal, Abolition of Department of Social Services

MCC 2.30.110 (Department of Social Services) is repealed.

Section 6. Amendment

MCC 2.30.020(A) is amended to read as follows:

**MCC 2.30.020 Policy and purpose; construction.**

(A) Under the authority granted it by the constitution and laws of the State of Oregon and the charter of Multnomah County, the board as determined that the reorganization of county structure through the elimination of existing departments and the establishment of ~~four~~ seven departments is necessary to maximize citizen participation, increase communication and cooperation of persons performing similar services, coordinate and synchronize group services addressing the same or related needs of the county, centralize administration and provide for vertical responsibility, provide a method of evaluation of accomplishing county goals and objectives, encourage individual responsibility and reduce duplication of effort and to provide for budgeting on a systems basis to efficiently allocate limited resources, to coordinate the central management activities of the county to assure the most effective use of county resources and to provide the ~~board and the~~ county ~~executive~~ with effective professional services.

05/17/95:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

1 Section 7. Codification

2 Sections 2, 3 and 4 of this ordinance shall be codified as  
3 part of chapter 2.30 of the Multnomah County Code.

4 Section 8. Effective Date

5 This ordinance shall take effect July 1, 1995.

6 ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1995, being  
7 the date of its \_\_\_\_\_ reading before the Board of County  
8 Commissioners of Multnomah County, Oregon.

9 (SEAL)

10  
11 \_\_\_\_\_  
12 Beverly Stein, Chair  
Multnomah County, Oregon

13 REVIEWED:

14  
15 By \_\_\_\_\_

16 Laurence Kressel, County Counsel  
For Multnomah County, Oregon

17 F:\DATA\COUNSEL\WPDATA\NINE\577LK.ORD\mw

18  
19  
20  
21  
22  
23  
24  
25  
26  
05/17/95:1

MULTNOMAH COUNTY COUNSEL  
1120 S.W. Fifth Avenue, Suite 1530  
P.O. Box 849  
Portland, Oregon 97207-0849  
(503) 248-3138

Meeting Date: MAY 25 1995  
Agenda No: R-12

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Exempt employee job title and salary range revisions

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

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

REGULAR MEETING: Date Requested: May 25, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: x5015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This proposed Ordinance reflects routine updating of the exempt employee compensation system to: (1) Delete classifications no longer needed; (2) Create new classifications; and (3) Describe the effect on employees. As detailed in the briefing memo, there are no costs associated with this Ordinance.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

CLERK OF  
COUNTY COMMISSIONERS  
1995 MAY 17 AM 10:52  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

## ORDINANCE FACT SHEET

Ordinance Title: Exempt employee job title and salary range revisions

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

Routine updating of the exempt employee compensation systems to: (1) Delete classifications no longer needed; (2) Create new classifications; and (3) Describe the effect on employees.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

Other jurisdictions establish and maintain exempt compensation plans.

What has been the experience in other areas with this type of legislation?

Not applicable.

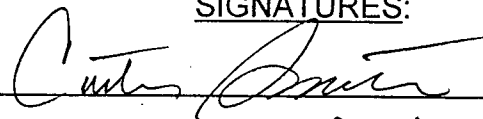
What is the fiscal impact, if any?

There is no fiscal impact.

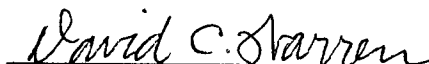
(If space is inadequate, please use other side)

### SIGNATURES:

Person Filling Out Form:



Planning & Budget Division (if fiscal impact):



Department Manager/Elected Official:



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith, Employee Services Manager

DATE: May 17, 1995

SUBJECT: Ordinance amending Ordinance No. 792, in order to add and delete exempt pay ranges.

REQUESTED PLACEMENT DATE: May 25, 1995

I. Recommendation/Action Requested: Adoption of Ordinance.

II. Background/Analysis: The Board adopted a new exempt employee compensation system, effective July 1, 1991. Since that time, the Personnel Section has kept the system up to date by bringing periodic changes to the Board to adopt. This is the most recent update.

Section II.(A) deletes four classifications that are no longer needed, due to departmental reorganization of responsibilities.

Section II.(B) adds four classifications that have become necessary due to creation of new programs or reorganization of responsibilities.

The creation of the three new Department Director classifications is necessary to recognize the responsibilities of these positions created by the Board approval of reorganization of the County department structure.

The Training Administrator classification was approved in a budget modification to restructure the Training Section of the Employee Services Division.

The Equipment Unit Administrator classification was previously created as a new civilian position in the Sheriff's Office. It was never filled and was removed from the compensation plan. This brings the classification back at its previous salary range.

Section III. specifies that employees in classifications that have been created are reclassified and are not eligible for a salary increase, except as necessary to reach the minimum of the approved salary range. These positions are either vacant or the incumbents are currently paid above the new minimum salary adopted by this Ordinance. There would, therefore, be no cost associated with this provision.

III. Financial Impact: No financial impact is anticipated from adoption of this Ordinance, as outlined in the analysis of Section III of Ordinance above.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: Ordinance No. 778 requires that the exempt compensation plan be kept current.

VII. Citizen Participation: None.

VIII. Other Government Participation: None.

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY OREGON

3                   ORDINANCE NO. \_\_\_\_\_

4           An ordinance amending Ordinance No. 792, in order to add and delete exempt  
5 pay ranges.

6           MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7   Section I. Findings.

8           (A)   Multnomah County, Oregon employs a variety of individuals excluded from  
9 any collective bargaining agreement referred to as "exempt" employees.

10          (B)   It is the County's policy to establish an exempt compensation plan that  
11 provides such pay as necessary for the County to recruit, select, and retain qualified  
12 management, supervisory, administrative, and professional employees; that recognizes  
13 employee performance, growth, and development; that maintains an appropriate internal  
14 relationship among classifications and employees based on job responsibilities,  
15 qualifications, and authority; and that maintains parity between equivalent exempt and  
16 non-exempt positions.

17          (C)   The Personnel officer is responsible for developing and recommending  
18 compensation plan adjustments to the Multnomah County Board of Commissioners.

19   Section II. Deletion and Addition of Job Titles and Ranges.

20          (A)   Deletions: The following job titles established in Exhibit A of Ordinance No.  
21 792 are deleted, effective May 1, 1995:

22                   Aging Services Manager, Senior

23                   Community & Family Services Manager, Senior

24                   Juvenile Justice Manager, Senior

25                   Program Development & Evaluation Manager  
26  
27  
28

(B) Additions: The following job titles and pay ranges are added to Exhibit A of Ordinance No. 792, effective May 1, 1995:

<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Department Director/CFS *	\$66,124	\$79,349	\$92,574
Department Director/JJS *	\$66,124	\$79,349	\$92,574
Department Director/Aging *	\$66,124	\$79,349	\$92,574
Training Administrator	\$42,797	\$51,357	\$59,916
Equipment Unit Administrator	\$38,836	\$46,603	\$54,370

\*Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

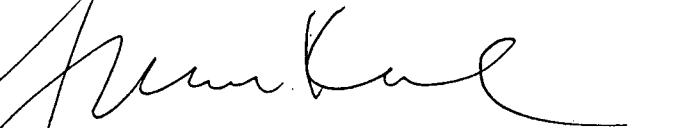
Section III. Effect on Employees.

No exempt employee shall receive a salary adjustment as a result of this Ordinance, unless an increase is necessary to meet the requirement of Ordinance 778, Section IX.(A) to pay each exempt employee no less than the minimum rate of the salary range for his/her classification. Such increases shall be limited to the amount necessary to bring an employee to the minimum rate of his/her salary range.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 1995, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.

By \_\_\_\_\_  
Beverly Stein, Chair  
MULTNOMAH COUNTY, OREGON

REVIEWED:

  
\_\_\_\_\_  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon



MEETING DATE: MAY 25 1995

AGENDA NO.: R-13

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: NOI - NATIONAL LIBRARY OF MEDICINE

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

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

REGULAR MEETING: Date Requested: MAY 25, 1995

Amount of Time Needed: 10 to 15 minutes

DEPARTMENT: HEALTH DIVISION: BUSINESS SERVICES

CONTACT: DAVID WILLIAMSON TELEPHONE #: 248-3690  
BLDG/ROOM #: 160/2

PERSON(S) MAKING PRESENTATION: TOM FRONK OR TIM ROWAN

**ACTION REQUESTED:**

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

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

The Health Department requests approval to apply for a grant from the National Library of Medicine to develop access to the Internet for medical information purposes. These funds would establish connections to the Internet for Multnomah County Health Department medical professional staff, provide training, develop administrative infrastructure and initiate the design and development of a medical library.

**SIGNATURES REQUIRED:**

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

Or

DEPARTMENT MANAGER: Bill Adgaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

CLERK OF  
COUNTY COMMISSIONERS  
1995 MAY 16 AM 10:01  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
HEALTH DIVISION - FISCAL SERVICES  
426 S.W. STARK STREET, 2ND FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3625  
FAX (503) 248-3407

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

## MEMORANDUM

**TO:** Beverly Stein, Chair

**FROM:** Tom Fronk, Manager, Business Services

**THROUGH:** *Belle*  
Belle Odegaard, Director

**SUBJECT:** Notice of Intent to Respond to a Request for Proposals from the National Library of Medicine

**DATE:** May 15, 1995

The Multnomah County Health Department is requesting approval to respond to a Request for Proposals from the National Library of Medicine to develop access to the Internet for medical information purposes. The application is due May 18, 1995.

### **Background**

The National Library of Medicine is encouraging the development of a communications infrastructure to promote the exchange of medical information. This infrastructure is based upon the Internet, a network of networks that provides health professionals with a means of accessing medical libraries and interacting with colleagues throughout the world. To accelerate the pace with which health-related institutions become part of the electronic information web, the National Library of Medicine is offering grants to support Internet connections.

Multnomah County Health Department's project would establish connections to the Internet for its medical professional staff, provide them with training on Internet access and its medical capabilities, develop the administrative infrastructure for maintaining Internet accounts, and initiate the design and development of a Multnomah County Health Department medical library accessible from other medical institutions on the Internet.

### **Funding Amount**

The Health Department anticipates receiving \$30,000 over a 12-month period, beginning Sept 15, 1995. There is no requirement for matching funding.

#1

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 5-25-95

**NAME**

JOE PARROTT, FIRE CHIEF - GRESHAM

**ADDRESS**

1333 NW EASTMAN

**STREET**

GRESHAM

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.**

2-14

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#2

PLEASE PRINT LEGIBLY!

MEETING DATE

5-25-95

NAME

HORI HAMM / CARE. AUTH.

ADDRESS

1874 NE 7th  
STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R14

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE 5/25/95

NAME David Smellwood

ADDRESS 2100 NE Everett St  
STREET

Portland OR 97232  
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R14

SUPPORT X OPPOSE \_\_\_\_\_  
SUBMIT TO BOARD CLERK

#4

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 5/25/95

**NAME**

Tim Ramis

**ADDRESS**

727 N.W. Hoyt

**STREET**

Portland ORE 97209

**CITY**

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.** R-14

**SUPPORT**

1

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#5

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 5/25/95

**NAME**

TRACE SKEEN

**ADDRESS**

1140 SE 12<sup>th</sup>

**STREET**

Portland

**CITY**

97251

**ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.**

A-14

**SUPPORT**

☒

**OPPOSE**

☐

**SUBMIT TO BOARD CLERK**

MEETING DATE: MAY 25 1995

AGENDA NO.: R-14

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: RESOLUTION TO ACCEPT THE PROPOSAL FOR AN EXCLUSIVE  
EMERGENCY AMBULANCE SERVICE CONTRACT

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

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

REGULAR MEETING: Date Requested: MAY 25, 1995

Amount of Time Needed: 30 minutes

DEPARTMENT: HEALTH DIVISION: REGULATORY HEALTH

CONTACT: BILL COLLINS TELEPHONE #: 248-3220  
BLDG/ROOM #: 160/9TH FLOOR

PERSON(S) MAKING PRESENTATION: BILL COLLINS

**ACTION REQUESTED:**

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

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

An independent committee has evaluated the proposals for an exclusive Emergency Ambulance Service Contract as required in the Request for Proposals. The committee has made a recommendation regarding awarding the contract.

If approved, this Resolution would accept the recommendation of the committee. By approving this resolution, the Health Department is instructed to negotiate the contract with the recommended proposer.

5/26/95 copies to Bill Collins & DR GARY ORMAN

**SIGNATURES REQUIRED:**

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

Or

DEPARTMENT MANAGER: Bill Odegard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF  
MULTIOMAH COUNTY  
COMMISSIONERS  
1995 MAY 15 PM 5:40  
OREGON





# MULTNOMAH COUNTY OREGON




HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

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

## MEMORANDUM

TO: Chair Beverly Stein  
Commissioner Tanya Collier  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

FROM:  Gary L. Oxman, M.D., Health Officer

SUBJECT: Recommendations on Award of Ambulance Franchise

DATE: May 16, 1995

### Recommendations

1. That the County Board award to AMR Northwest, Inc. the franchise to provide ambulance transport services within Multnomah County's ambulance service area; and
2. That the board Instruct Health Department staff to negotiate an agreement with AMR to implement this franchise.

### Background/Analysis

As specified in the Request for Proposal approved by the Board, evaluation of proposals was carried out by a Proposal Review Committee that I appointed in my role as County Health Officer. This committee had four voting members including 1) a local government EMS program coordinator; 2) a physician with substantial academic background and practical experience in EMS medical direction; 3) a fire chief with expertise in EMS; and 4) the manager of a private ambulance company providing service under a "fail safe" franchise similar to that adopted in Multnomah County. In addition, there were two non-voting members of the committee comprising a financial technical advisory group. One member of this group was a CPA who had also served for several years as the treasurer of a county in Oregon. The other was a financial consultant with many years of experience in evaluating financial aspects of governmental and non-governmental enterprises. All of the members of the Committee completed and signed comprehensive conflict of interest statements.

As the responsible staff person for the evaluation process, I was completely satisfied with its conduct.

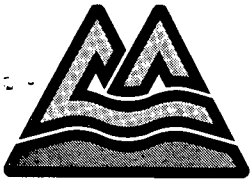
The County was fortunate in receiving two high quality proposals. Either proposer was clearly capable of providing the service that the County was interested in having delivered to its citizens.

The review panel and its technical advisory committee were excellent. At the beginning of the process, I charged the review panel with three tasks:

- 1) To review all available information and to ask tough questions to ensure that the Committee fully understood the proposals;
- 2) To apply their professional expertise and experience to fairly and objectively evaluate the proposals;
- 3) To grant points to each section of the proposals based on their relative strengths in each area.

In meeting with the Financial Technical Advisory Group and again observing and interacting with the Proposal Review Committee throughout their two days of deliberations, I am satisfied that they carried out their charge well. I observed that all the Committee members arrived in Portland having studied the proposals in detail. They came in with excellent questions on both of the proposals, and developed more questions as the process went on. The group members interacted with each other very well, bringing out new and differing points of view throughout the process. I observed a true synergy among group members; they interacted in a way that enhanced each other's perspectives and questions. I also observed the evaluators to be extremely fair and objective in evaluating each section of the proposal. Finally, I believe that the scores the Committee assayed accurately reflect what I observed in group discussions of the relative strengths and weaknesses of the proposals.

Therefore, I feel very comfortable in recommending to you without reservation the report of the Committee, and I urge that you approve their report and instruct the Health Department to negotiate a franchise agreement for provision of ambulance transport services with AMR Northwest, Inc.



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

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

TO: Beverly Stein, Chair  
Board of County Commissioners

FROM: *B. Stein*  
Bibi Odegaard, Director  
Health Department

*[Signature]*  
Gary Oxman, M.D.  
Health Officer

Bill Collins, EMS Director  
Health Department *[Signature]*

DATE: May 11, 1995

SUBJECT: Resolution to accept the EMS  
Proposal Review Committee  
recommendation for an Ambulance  
contract.

- =====
- I. Recommendation/Action Requested: Resolution to accept the recommendation of the Proposal Review Committee & direct EMS to negotiate an ambulance contract.
  - II. Background/Analysis: Gresham Fire/Portland Fire Bureau, and American Medical Response Northwest submitted bids to be the exclusive ambulance provider. AMR received the most points from the Review Committee.
  - III. Financial Impact: None
  - IV. Legal Issues: None
  - V. Controversial Issues: None
  - VI. Link to Current County Policies: This resolution continues to implement the current ASA Plan and EMS Ordinance #816, as adopted by the Board.
  - VII. Citizen Participation: There have been many public hearings and meetings.
  - VIII. Government Participation: Other than one of the proposers, none.



Clerk of Bd



# Emergency Medical Services

Multnomah County

## MEMORANDUM

TO: Chair, Board of County Commissioners  
County Commissioners

FROM: Bill Collins  
EMS Director

DATE: April 26, 1995

RE: Confidentiality of Ambulance Proposal Evaluators

BOARD OF  
COUNTY COMMISSIONERS  
1995 APR 26 PM 1:20  
MULTNOMAH COUNTY  
OREGON

=====

In order to minimize any contact with the people selected to evaluate the ambulance service proposals we had intended to follow the County Purchasing policy of maintaining the confidentiality of the identity of those people until after the evaluation process was completed.

We received a public records request from the Amalgamated Transit Union for the names and qualifications of the selected committee. County Counsel advised that our desire for confidentiality did not meet the exceptions granted for the disclosure of public documents and that we must release the information.

Enclosed for your information is a summary of the members of the committee and their qualifications. The second member of the financial technical group has not yet been appointed. If you have any questions, please contact me.

c: Gary Oxman, MD  
County Counsel

Health Department  
426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453

AN EQUAL OPPORTUNITY EMPLOYER

# Multnomah County Proposed Ambulance Review Panel

Name SS#	Title/Affiliation	Address	Phone/Fax	Background	Requested Honorarium
Dave Johnson, MD SS#	Faculty member, University of New Mexico Medical Center Emergency Medicine Director, Prehospital Care Academy (UNMMC)		510/277-6757 505/244-1505 (fax)	Dr. Johnson is an emergency medicine faculty member with the Dept. of emergency medicine, UNMMC. He is also the director of the Prehospital Care Academy, the prehospital care training center for state. He is a national surveyor for the Commission on Accreditation of Ambulance Services (CAAMS) and has published numerous articles on prehospital performance.	\$1,500 for two days.
M. Kent Coxon SS#	EMS Coordinator County of Sonoma, CA	Sonoma County EMS Agency 3313 Chanata Road Santa Rosa, CA 95404	707/576-4701 707/576-4994 (fax)	Mr. Coxon is the director of the EMS agency of Sonoma County, CA and has been in that position for three years. Prior to that he was the Assistant EMS Director for Fresno County, CA EMS Agency for 5 years. Both counties have model performance based ambulance systems based on the Fail Safe Franchise Model. He spent 11 years with the City of Denver EMS system in a variety of field and management roles.	\$350/day
Garry MacPherson SS# 663-06-6041	Battalion Chief Poway Fire Department Poway, CA	Poway Fire Department 13050 Community Rd. Poway, CA 92064	619/678-4340 619/678-7613 (fax)	Chief MacPherson is a former paramedic and battalion chief of Poway, CA Fire Department. Until recently he was the EMS Coordinator for the department and had been in that position for 7 yrs. He has been active in the EMS Systems development in San Diego County and has been a member of the ambulance review process committee for the City of San Diego for every selection process prior to the recent one (where the committee was selected from outside the county). He has a masters in public administration with an emphasis on organizational design and human resources.	\$450/DAY
Todd Valeri SS#244-04-5299	General Manager	American Ambulance 911 Santa Fe Fresno, CA 93721	209/443-6900 209/441-0263 (fax)	Mr. Valeri is the general manager of American Ambulance of Fresno, CA. This company operates as an exclusive franchise provider for the greater Fresno area handling in excess of 60,000 calls per year. The company has been actively involved in RFP development and bid preparations. The Fresno franchise is considered a national model of a performance based, "Fail Safe" franchise.	\$300/day
Financial Expert: Edward Perry	Senior Project Manager	David M. Griffin & Ass. 5716 Marconi Ave, Ste Carmichael, CA 95608	916/485-8102 916/485-0111 (fax)	Mr. Perry is a senior project manager for David M. Griffin & Associates, a nationally recognized financial consulting firm to public entities. His experience ranges from conducting individual consulting projects for municipalities on revenue and costing to comprehensive projects for statewide organizations. He is an expert in health financing and problem resolution and is the lead consultant to the state of California on the MediCal review project. He has provided technical assistance to The Aberis Group on several ambulance RFP projects including two in Oregon. He has also provided extensive public agency consulting services in Oregon (to organizations not involved in this bidding process)	\$110/hour



# Emergency Medical Services

Multnomah County

## MEMORANDUM

TO: Chair, Board of Commissioners  
County Commissioners

FROM: Bill Collins  
EMS Director

DATE: April 20, 1995

RE: Ambulance Service Contracting Process

BOARD OF  
COUNTY COMMISSIONERS  
1995 APR 25 AM 8:22  
MULTNOMAH COUNTY  
OREGON

=====

The following is a schedule for the completion of the ambulance contracting process and the actions required of the Board:

April 17, 1995 - Cover letters were received by County Purchasing from both Portland/Gresham Fire and AMR. This completes the RFP submittal process.

April 18, 1995 - Purchasing reviewed the submittals and determined that all submittal requirements were met by both proposals.

April 19-21, 1995 - Review of credentials and minimum proposal requirements by Mike Williams and Bill Collins. There is no scoring at this review. Failure to meet the minimum proposal requirements may result in disqualification.

April 22-May 19, 1995 - Proposals reviewed by the Proposal Review Committee. We are planning to assemble the evaluators in Portland on May 7 and 8, 1995 for discussion, proposer presentations, and group ranking of proposals. The committee is composed of the following people, all of which reside outside the state of Oregon:

1. An EMS physician with experience in conducting ambulance service accreditation reviews.

**Health Department**  
**426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453**

AN EQUAL OPPORTUNITY EMPLOYER

2. An EMS program administrator with experience with both public and private providers and experience with "fail-safe" franchises.
3. A fire/EMS Battalion Chief with experience in operations and in evaluation of county-wide ambulance service proposals.
4. A Chief Operating Office of a private ambulance service operating under a "fail-safe" franchise.

In addition, there is a technical group that will evaluate the financial aspects of the proposals:

1. A public financial expert with a national financial consulting firm
2. A CPA/Cost accountant from a private accounting firm. [note: This person is from the greater Portland area.]

May 18-19, 1995 - Final report of the Proposal Review Committee to the Health Officer.

**25th**

May 26, 1995 - Presentation of the recommendation of the Proposal Review Committee to the Board of Commissioners.

**ACTION:** - A motion to accept or reject the recommendation of the committee. If accepted, instruct the Health Department to negotiate the contract with the recommended proposer.

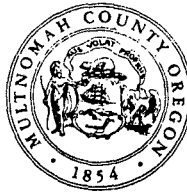
June 15, 1995 - Presentation of the contract to the Board of Commissioners.

**ACTION:** A motion to award the contract.

July 1, 1995 - Estimated start of the contract.

c: Gary Oxman, MD  
County Counsel

TANYA COLLIER  
Multnomah County Commissioner  
District 3



1120 SW Fifth St., Suite 1500  
Portland, OR 97204  
(503) 248-5217

## PRESS RELEASE

---

FOR IMMEDIATE RELEASE  
May 25, 1995

CONTACT: Darlene Carlson  
248-5126

### COUNTY EXPECTED TO CONFIRM AMR AMBULANCE BID

A vote expected today by the Multnomah County Board of Commissioners will result in the completion of a state-mandated County ambulance plan after more than 15 years of hard work. A "yes" vote will confirm the recommendation of the review committee of neutral experts assembled to review the ambulance bids. Their recommendation is to award the contract for County ambulance service to American Medical Rescue (AMR), a national ambulance company. The losing bid was a joint proposal by the Portland and Gresham Fire Departments. The fire bureaus' participation in the bid process stimulated competition that resulted in a significant reduction in trip cost to County ambulance users.

The ambulance plan effort was spearheaded by Commissioner Tanya Collier who became interested in this issue after a friend described his personal emergency experience, including the two fire bureau paramedics who stabilized him and then turned him over to the two private paramedics whose ambulance company charged him \$700 for a five mile ambulance ride to the hospital.

Shortly after taking office in January, 1993, Collier began working with paramedics, ambulance companies, health officials, and firefighters to draft a County ambulance plan. The plan was based on a dual provider system, with fire bureau paramedics providing 20% of the service and private ambulance companies the remaining 80%. The goal was to reduce the trip cost to the ambulance user by eliminating duplication and taking advantage of the firefighters already at the scene of the emergency. The plan was referred to the voters by the private paramedics in 1994 and was defeated. But, according to Collier, "That defeat led to the second, open bid process, and we tried to get as many bidders as possible so we could maintain our original goal of increasing the quality of service and significantly reducing the price. We accomplished that goal, and I am very pleased with the outcome."

According to Bill Collins, Emergency Medical Services Administrator for Multnomah County, "The savings to the citizen for ambulance service is \$100 per ride. That's a Countywide reduction in price to ambulance users of \$2.2 million a year, or \$22 million over the ten year life of the contract." The single provider system means there will be only one emergency ambulance



company serving all County residents. The fire bureaus will still be the first to respond in an emergency, but AMR will provide all the ambulance transport to hospitals.

The approved ambulance plan does more than save citizens money and simplify service. The plan will save lives by improving service in rural areas of the County that have been poorly served for years. All of the rural areas in the County have volunteer fire departments and very limited resources. These volunteers are providing the first response in an emergency, stabilizing the patient until the ambulance arrives. The new plan provides for emergency training, the purchase of automated defibrillators and radios, and reimbursement for expendable supplies used on rural emergency first response calls. It also establishes separate performance standards for rural and urban areas which will insure a higher standard than has been possible in the rural areas.

In addition, the ambulance plan provides for a County Medical Director to oversee medical protocols and monitor quality of service to the entire County.

Today's vote could settle the issue for five years, when the AMR contract will be evaluated. If found to be providing effective service, no bidding process will be initiated for an additional three years, with an another two year renewal possible before going back out to bid. That's a great relief to all who were involved. "This has been a very arduous and contentious process which makes it difficult to reach a conclusion," said Collins. "Commissioner Collier was instrumental in getting the plan completed and keeping it moving. We wouldn't be where we are today without her efforts."



CITY OF

**PORTLAND, OREGON**

BUREAU OF FIRE, RESCUE &amp; EMERGENCY SERVICES

Charlie Hales, Commissioner of Public Safety

Robert R. Wall, Chief

55 S.W. Ash Street

Portland, Oregon 97204-3590

(503) 823-3730

FAX (503) 823-3710

TO: Multnomah County Board of Commissioners

FROM: Robert R. Wall, Fire Chief 

SUBJECT: Multnomah County Ambulance Services Provider Selection Process

DATE: May 25, 1995

While the Portland Fire Bureau is very disappointed with the report of the Multnomah County Ambulance Review Committee dated, May 12, 1995, we did not submit an appeal as allowed by the process for three reasons: First, we honor the open and competitive process being utilized to select the Ambulance services provider. Secondly, we hold the welfare of the citizens of this community to be our continued responsibility in all emergency life safety services, this includes emergency medical services and extends far beyond. Thirdly, we are committed to continuing to work with the County and seeking to improve emergency medical health services, health care reform, public education and to ensure the citizens receive the best services possible.

The Final decision regarding who will be the Multnomah Count Emergency Ambulance Service Provider is up to the five of you. You must now decide. Is the best decision to chose a provider that will cost the citizens more based upon the Review Committee's scoring difference of less than two and one half percentage points? If your decision is NO, you would be agreeing the cost to each and every sick or injured person transported by emergency ambulance is more important than a statistically insignificant rating. We are ready to serve. If your answer is yes, we would honor that decision.

If METS is not selected, the Portland Fire Bureau officially requests that it be included as a member of the Multnomah County Contract Compliance and Rate Regulation Committee. This request is in keeping with our desire to provide appropriate emergency medical services to the citizens and visitors of our community. This is the same motive that energized the formation of METS and the proposal which was respectfully submitted for your consideration. We serve the community with pride and honor and will continue that service and dedication.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Accepting                    )  
the Proposal Evaluation Report            )     **RESOLUTION**  
and Recommendation for awarding         )     **95- 118**  
an Exclusive Emergency Ambulance        )  
Service Contract                            )

WHEREAS, Multnomah County Emergency Medical Services has issued a Request for Proposals for an Exclusive Emergency Ambulance Service Contract as approved by the Board; and

WHEREAS, the proposals received by the County have been evaluated by an independent committee, as required in the Request for Proposals; and

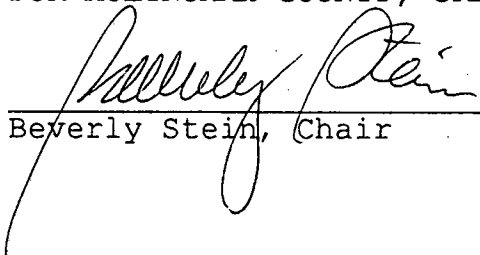
WHEREAS, the committee has produced a report recommending the better proposal and that report has been forwarded to the Board by the County Health Officer; now therefore

IT IS HEREBY RESOLVED that the Board accepts the report and recommendations of the committee and instructs Multnomah County Emergency Medical Services to prepare a contract for execution with the recommended proposer.

APPROVED this 25th day of May, 1995

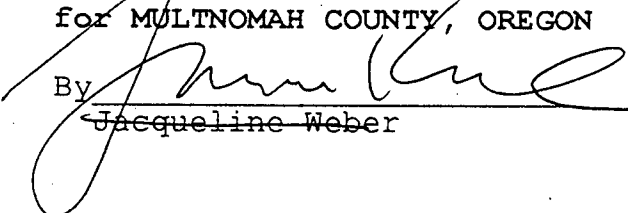


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY, OREGON

By   
Jacqueline Weber

**Emergency Ambulance Service**

**Request for Proposals**

**Proposal Review Committee**

**Recommendations**

**May 12, 1995**



**MULTNOMAH  
COUNTY**



THE ABARIS GROUP

700 Ygnacio Valley Road, Suite 250  
Walnut Creek, CA 94596-3838  
510-933-0911  
Fax 510-946-0911

May 12, 1995

Gary L. Oxman, MD, MPH  
Health Officer  
Multnomah County  
426 SW Stark  
Portland, Oregon 97204

Dear Dr. Oxman,

Attached please find the report of the Multnomah County Ambulance Review Committee. The Committee has completed their work and a summary of their findings and scores are attached.

Please let me know if there are any questions or additional needs. On behalf of the Committee and the Technical Review Group, we would like to thank you for the pleasure of supporting Multnomah County on the emergency ambulance selection process.

Yours truly,

A handwritten signature in black ink that reads "Mike Williams". The signature is written in a cursive, flowing style.

Mike Williams  
President

**Multnomah County**  
**Emergency Ambulance Service**  
**Request for Proposal**

**Proposal Review Committee - Recommendations**

**Summary**

A Request for Proposal (RFP) for emergency ambulance service to the Multnomah County Ambulance Service Area (ASA) was distributed on January 6, 1995 to interested parties having submitted a Letter of Intent. On April 17, 1995, completed responses were received from two applicants: American Medical Response Northwest and Multnomah Emergency Transport System (METS), a joint venture of the Portland and Gresham Fire Departments.

A four-member Proposal Review Committee met and conducted an extensive review of the proposals. The review involved an exhaustive analysis of the written proposal compared to the RFP and an examination of the strengths and weaknesses of each individual proposal as compared to the standards established in the RFP and the scoring system approved by the Board of Commissioners. The Committee interviewed key staff from AMR Northwest and METS. Following the review and interviews, significant discussion occurred amongst the panel members regarding the proposals in general and on the relative merits on each applicant's specific approach as supplied in the written proposal and interview. Following this discussion, each individual member of the panel ranked the applications according to the specific weighted criteria contained in the RFP.

Based on the discussion and ranking of the proposal, the Proposal Review Committee recommends the AMR Northwest proposal to Multnomah County.

The following report is a synopsis of the Committee's process and key observations.

**Overview of Process**

A four-member Proposal Review Committee, as appointed by the Health Officer, met May 7th and 8th for an orientation to the RFP process and to learn of the emergency ambulance needs of Multnomah County. Prior to their meeting, a technical advisory group consisting of two financial experts appointed by the Health Officer met to review the financial components of the proposals and to make recommendations to the Proposal Review Committee. The Proposal Review Panel and the Technical Advisory Group comprised the following individuals:

**MULTNOMAH COUNTY  
AMBULANCE REVIEW COMMITTEE**

Review Committee Member:	Affiliation:
M. Kent Coxon	EMS Coordinator Sonoma County Santa Rosa, CA
David Johnson, MD	Director of the EMS Academy Emergency Medicine Faculty University Hospital Albuquerque, NM
Garry MacPherson	Battalion Chief City of Poway Fire Department Poway, CA
Todd Valeri	General Manager American Ambulance Fresno, CA
Financial Technical Advisory Group:	
Nancy McClain, CPA	Consultant Milwaukee, OR
Ed Perry	Senior Project Manager David M. Griffith & Associates Carmichael, CA

Conflict of interest issues were addressed by the Ambulance Review Panel and the Technical Advisory Group. Each member signed a comprehensive written conflict-of-interest statement.

Approximately two weeks before the official meetings, each Committee and Group member was provided a complete copy and reviewed the RFP, the applications and RFP addendums.

During the two days of meetings, Committee members thoroughly discussed each application relative to each of the major headings of the RFP. The Committee members also heard a verbal report from the Technical Advisory Group on the financial aspects of both proposals. Each Committee member was encouraged to raise and discuss any comments, positive or negative, or to raise any questions relative to each section of the proposals.

Upon completion of the review and discussion, representatives from each proposer were invited to make a presentation of their proposals and to answer questions from the Committee. The discussion by Committee and Group members during their meetings was vigorous and probing. Particular attention was placed on the rating system and the priorities established by the minimum standards in the RFP.

After the interviews, additional Panel member discussion took place wherein proposal scoring occurred. Only the four Committee members scored the proposals. As required by the RFP process, each Committee Member individually scored the proposal based on the criteria and specific process identified in the RFP, as follows:

**Primary Score:**

1. Proposer's credentials and qualifications - 40 points
2. Compensation package and working conditions for prehospital personnel - 15 points
3. Response time commitments - 15 points
4. Level of clinical sophistication - 10 points
5. Equipment maintenance and management - 10 points
6. On-site key personnel - 10 points
7. Initial (ambulance) coverage status plan - 15 points
8. Implementation plan for Systems Status Plan Coordinator - 10 points
9. First responder program - 10 points
10. Miscellaneous requirements - 5 points
11. Public Information and Education Program - 10 points
12. Billing and collection program - 10 points
13. Costs/charge documentation and recommendations - 15 points
14. Patient Charges - 190 points
15. Fiscal strength - 15 points

Total Available Points: 380 points



### **Key Innovations/Enhancements Score:**

1. Response time/performance standards
2. Compensation package and working conditions
3. Level of clinical sophistication
4. Equipment maintenance and vehicle management
5. Community education program
6. Reductions in patient charge level
7. Exceptions, which are in the best interest of the County
8. Overall program enhancements or innovative approaches

Total available key innovations/enhancements - 10 points

A summary of the Committee's scores averaged by category is attached to this report. The Committee's summarized analysis of each application is as follows.

### **Summary of Application**

The AMR Northwest is from an ambulance provider that currently operates in Multnomah County and serves about 70 percent of the proposed franchise. They also have operations throughout Oregon including operations in Clackamas and Washington Counties and they operate the ambulance franchise in Clark County, Washington. The AMR Northwest proposal would place 19 units in the field at "peak load" periods and provided a specific plan for varying the level of ambulances in the field for the remainder of the day depending on historical demand and conditions. AMR Northwest met or exceeded the credentialing requirements.

The METS proposal, is a joint venture between the City of Portland's Fire Bureau and the City of Gresham's Fire Department. The joint venture would operate through an intergovernmental agreement. A lead role was established with the Portland Fire Bureau. The METS proposal would place 14 24-hour units in the field, supplemented by 3 "peak load" units and advance life support engine responses. METS proposal met or exceeded the credentialing requirements.

### **Analysis**

The Ambulance Review Committee believed both proposals were well written and comprehensive. Both were responsive to the requirements in the RFP to varying degrees. The Committee was impressed with the overall quality of the proposals and the documentation provided.

A categorical listing of comments is as follows:

### ***Credentials/Qualifications***

AMR Northwest established that they possess extensive experience in the implementation and management of high performance ambulance systems. METS' experience with ambulance transport systems was significantly less. This fact was reflected throughout their proposal. Additionally, the METS proposal failed to fully describe an established organization that was able to develop and implement the franchise. The intergovernmental agreement was signed by the respective parties but this agreement did not have important empowerment tools or supportive documentation to the satisfaction of the Committee.

### ***Compensation Package/Working Conditions***

The METS proposal offered a superior wage and benefit program. The AMR Northwest proposal listed an attractive benefit package.

### ***Response Time Commitments***

Both proposals were essentially equal in this category.

### ***Level of Clinical Sophistication***

This category score was impacted by incumbent workforce issues. The AMR Northwest proposal defined approaches and strategies for transition. The METS proposal did not. The METS proposal indicated a distinct CQI program but the entities lacked the organizational experience with CQI that AMR Northwest documented.

### ***Equipment/Maintenance***

These two areas were rated essentially equal. The fact that the METS proposal offered a five-year life on the vehicles (as opposed to four for AMR Northwest) but a superior maintenance program balanced each of the two factors equally.

### ***Onsite Key Personnel***

The AMR proposal identified experienced personnel in the production technology for the provision of emergency ambulance service. The METS' proposal was less certain due to many of the key positions being unfilled. The METS' organization is in the process of building with many of the predictable problems left to be defined.

### ***Initial Coverage Plan***

The METS proposal did not achieve complete confidence by the Committee in this area.

The use of 24-hour units in a dynamic system status plan and their proposal's failure to proactively define workload and post change issues contributed to this concern. Their capability to effectively implement the proposed coverage plan was not demonstrated. The AMR Northwest proposal demonstrated a competent and informed coverage plan.

### ***System Status Coordinator***

Essentially both proposals were equal in this category. The METS proposal had stronger identification of the administrative component of this responsibility and the AMR Northwest proposal identified more (4 FTEs) positions for staffing this function.

### ***First Responder Program***

The METS proposal was superior in this category.

### ***Miscellaneous***

This was an undefined category that the Committee elected to give both proposals equal scores.

### ***Public Information and Education***

The AMR Northwest proposal clearly demonstrated that they were doing more with public information and education as it relates to EMS services. The METS proposal demonstrated a strong history of public information and education in the fire prevention area.

### ***Billing and Collections***

The AMR Northwest proposal indicated an experienced billing and collection system which was clearly identified in their proposal. The METS proposal had minimal detail regarding their relationship with Care Ambulance, the proposed billing agent.

### ***Cost and Charge Documentation***

AMR Northwest provided a budget that identified reasonable assumptions and projections which reflected their understanding of the service to be performed. The METS proposal did not fully disclose all costs as required, using the "freestanding entity" standard stipulated in the RFP. The Committee's was concerned that the lack of full disclosure may reflect that the sponsoring cities did not fully understand the level of subsidy required. The METS proposal also did not appear to use realistic cost projections in their assumptions. For example, the labor costs were approximately \$1.8 million for METS' program and \$3.9

for AMR Northwest's program for essentially similar unit hours. The Committee's concluded that the AMR proposal was believable due to their experience and the strong emphasis mandated on cost efficiency in the RFP scoring. Thus, there was also no incentive for the AMR Northwest proposal to overstate these costs. The METS proposal had other costing problems. Medical supplies costs appeared to be understated by a factor of four. There were no fuel costs in the METS proposal nor any penalties or fines budgeted.

### ***Patient Charges***

The formula required for this category established a mathematical calculation granting the maximum points to METS.

### ***Fiscal Strength***

Both entities have the financial strength to implement and sustain the franchise. While there were no significant concerns regarding the individual cities and their strengths, the Committee had to make broad assumptions about the cities' linkage to the commitments in the proposal due to a lack of development of the METS organization. The METS proposal was significantly limited by the lack of strong parent organization support and authorization, which was conspicuously absent in the METS proposal beyond the intergovernmental agreement document. Other limitations included the lack of further documentation on the nature and extent of the duties of METS as an organization, lack of specifically appropriated startup funds and the lack of detailed empowerment as might be evidenced by bylaws or other similar tools. The METS proposal was also vague on division of duties, problem resolution and liability factors.

### **Recommendations**

AMR Northwest and the participants in METS are to be commended for their energy and devotion in assembling two quality proposals. The caliber and quality of both proposals challenged the Review Committee in making its final recommendation. The METS proposal was admirable and could lead to the development of a high-quality ambulance provider for the franchise. Its mere limitation is the unknown risks and uncertainties with program development and implementation. The conclusion of the Ambulance Review Committee is that the AMR Northwest proposal is best suited to meet the needs of the Multnomah ASA.

Other recommendations of the Ambulance Review Panel are as follows:

- (1) Multnomah County should review the alternative fail safe security options

presented in the AMR Northwest proposal to verify that these tools meet the security needs of the County.

- (2) AMR Northwest, in association with first responders of Multnomah County should be encouraged to build the partnerships that are necessary for long term quality EMS system.
- (3) Substantial emphasis should be placed within the provider contract on the development of a contemporary CQI program and its linkage to the medical and management structure of the organization and the EMS system in general .
- (4) The linkage to the Bureau of Emergency Communications (BOEC) dispatch center is critical to the success of this franchise. The duties of the ambulance provider and the EMS Office should be prioritized to assure concentrated effort of establishing and maintaining that link to the performance of the franchise.

**Multnomah Emergency Ambulance RFP  
Review Panel Scores**

#	Category	Total Available	Total	
			AMR	METS
1	Proposer's credentials and qualifications	40	40.000	31.500
2	Compensation package and working conditions for for prehospital personnel.	15	10.000	15.000
3	Response-time commitments	15	15.000	15.000
4	Level of clinical sophistication	10	9.250	7.750
5	Equipment maintenance and management	10	10.000	9.750
6	On site key personnel	10	10.000	6.250
7	Initial (ambulance) coverage status plan	15	15.000	10.750
8	Implementation plan for Systems Status Plan Coordinator.	10	10.000	9.500
9	First responder program	10	6.250	10.000
10	Miscellaneous requirements	5	5.000	5.000
11	Public information and education	10	10.000	5.500
12	Billing and collection program	10	10.000	7.750
13	Cost/charges documentation and recommendations	15	15.000	8.000
14	Patient charges	190	174.729	190.000
15	Fiscal Strength	15	13.750	10.000
	Other Innovations/Enhancements	10	1.250	4.000
	<b>TOTAL</b>	<b>390</b>	<b>355.229</b>	<b>345.750</b>

BUDGET MODIFICATION NO. NOND 12(For Clerk's Use) Meeting Date MAY 25 1995  
Agenda No. B-15

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

DEPARTMENT MANAGEMENT SUPPORTCONTACT RITA MAGIONOSDIVISION COUNTY COUNSELTELEPHONE 3138

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

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

Budget modification to increase revenues and expenditures by \$1200.00 to participate in Oregon State Bar Minority Clerkship Stipend Program.

(Estimated Time Needed on the Agenda)

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

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification permits temporary employment of a law clerk through the Oregon State Bar Minority Clerkship Stipend Program. The bar pays one half, up to \$5.00/hr, towards compensation for participants. The bar will pay \$1200.00 for balance of the fiscal year. This amendment increases both revenues and expenditures in this amount.

CLERK OF  
COURT  
JULIA COHEN  
1995 MAY 18 AM 11:33  
MULTNOMAH COUNTY  
OREGON

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

Additional revenue of \$1200.00 will be provided by the Oregon State Bar.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

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

After this modification

\$ \_\_\_\_\_

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

REBORAH C. Bogstad5/25/95

## TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
NOND 12	C	100	50	7050			5200	820	1,420	600		Temporary
NOND 12	C	400	50	7561			5200	820	1,420	600		Temporary
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										1,200	0	

## TRANSACTION RB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										0	0	





# MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL  
1120 S.W. FIFTH AVENUE, SUITE 1530  
P.O. BOX 849  
PORTLAND, OREGON 97207-0849  
(503) 248-3138  
FAX 248-3377

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

COUNTY COUNSEL  
LAURENCE KRESSEL

CHIEF ASSISTANT  
JOHN L. DU BAY

ASSISTANTS  
J. MICHAEL DOYLE  
SANDRA N. DUFFY  
KATIE GAETJENS  
GERALD H. ITKIN  
STEVEN J. NEMIROW  
HELLE RODE  
MATTHEW O. RYAN  
JACQUELINE A. WEBER

## AGENDA ITEM STAFF REPORT

TO: Board of County Commissioners

FROM: Larry Kressel, County Counsel

DATE: May 17, 1995

REQUESTED PLACEMENT DATE: May 23, 1995

### I. Recommendation/Action Requested

The Office of County Counsel requests a budget modification to implement the Oregon State Bar's Minority Clerkship summer program. The modification is necessary to increase revenues in the amount contributed by the State Bar to pay for a minority summer clerk and increase expenditures by the same amount.

### II. Background/Analysis

Under the State Bar's Minority Law Student Internship program, the Bar will pay one half of a student's salary, up to \$5 per hour with a maximum of \$2,400 for the summer. The office of County Counsel has budgeted sufficient funds in the current year for the County's share of the compensation. The budget modification is necessary to increase revenues and expenditures for the State Bar portion of the compensation. The modification only affects the current fiscal year.

### III. Financial Impact

The modification has no financial impact because expenditures will match revenue from the State Bar.

### IV. Legal Issues: None

### V. Controversial Issues: None

VI. Link to Current County Policies: Supports diversity goals and mentoring opportunities.

### VII. Citizen Participation: None

### VIII. Other Government Participation: None.

#1

**PLEASE PRINT LEGIBLY!**

MEETING DATE 5/25/95

NAME SAN SAVIDGE  
ADDRESS 432 SE 15TH ST  
STREET  
GRESHAM OR 97030  
CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-16  
SUPPORT X OPPOSE  
SUBMIT TO BOARD CLERK

#3

**PLEASE PRINT LEGIBLY!**

MEETING DATE 5/25/95

NAME Cathy Breyer  
ADDRESS 1700  
STREET  
City of Portland  
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-16  
SUPPORT ✓ OPPOSE  
SUBMIT TO BOARD CLERK

Agenda No.: R-160

## AGENDA PLACEMENT FORM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Chair Beverly Stein

TODAY'S DATE: May 18, 1995

REQUESTED PLACEMENT DATE: May 25, 1995

RE: Use of Shared Funds with City of Portland to Assist in Development of Affordable Housing Projects

I. Recommendation/Action Requested:

Approval of Resolution to Use Shared Tax Increment dollars for Affordable Housing Projects

II. Background/Analysis:

The City of Portland has identified and targeted tax increment dollars. The City of Portland has directed that the \$2,500,000 tax increment collection be included as part of their FY 1995-96 Approved Budget. The City of Portland has agreed that Multnomah County's portion is approximately \$1,000,000 and requests that the money be used for a mutually acceptable purpose such as housing. Portland has committed their portion to be used for affordable housing.

III. Financial Impact:

There is a \$1,000,000 potential impact that can be forwarded to Portland as a grant or designated through an Intergovernmental Agreement to be placed in the Housing Investment Fund.

IV. Legal Issues:

The City of Portland has agreed to share the tax increment dollars. No legal issues foreseen.

V. Controversial Issues:

None

VI. Link to Current County Policies:

Supports County's interest to co-locate services with community based housing developments to better serve special needs population and children and families.

VII. Citizen Participation:

Housing proponents will appear before the BCC to support use of these targeted funds.

VIII. Other Government Participation:

The City of Portland Council has requested targeting this money for housing purposes.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Using Shared Funds to Assist  
in Developing Affordable Housing Projects

)  
)

R E S O L U T I O N  
95-119

WHEREAS, the City of Portland has identified and targeted tax increment dollars, contingent upon actual assessed value growth, that can be used for housing and related services; and

WHEREAS, the City of Portland has directed that a \$2,500,000 tax increment collection be included as part of their FY 1995-96 Approved Budget; and

WHEREAS, the City of Portland has agreed to share \$1,000,000 of this collection with Multnomah County; and

WHEREAS, the City of Portland has requested that the County's share be used for affordable housing related purposes; and

WHEREAS, providing affordable housing and related services meets Multnomah County adopted benchmarks in the areas of Housing, Mental Illness and Housing, Developmental Illness and Housing, Physical Disabilities and Housing; and

WHEREAS, supportive services and special needs housing can be integrated into community development projects that include affordable housing; and

WHEREAS, County departments have expressed interest in co-locating services with community based housing developments; and

WHEREAS, the Board of Commissioners supports the Metro 2040 Liveable Framework, the City of Portland's Liveable City Initiative, the Housing and Community Development Commissions's goals and wishes to encourage projects that further the accomplishment of these initiatives;

NOW, THEREFORE IT IS RESOLVED that the Board of Commissioners expresses its intent to use funds shared by the City with the County to assist in the development of affordable housing projects that meet the County's goals for supportive services for children and families and the Comprehensive Housing Availability Strategy (CHAS) goal for special needs housing with appropriate levels of support with integration of County services; and

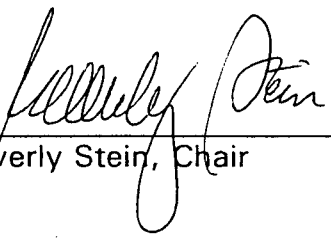
IT IS FURTHER RESOLVED, that the funds will be made available to the Housing Investment Fund for development that meets this intent; and

IT IS FURTHER RESOLVED, that the final allocation of funds to the specific project(s) will be approved by the Board of Commissioners.

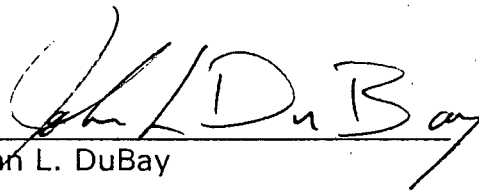
APPROVED this 25th day of May, 1995.



MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
LAURENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY, OREGON

By   
John L. DuBay

MEETING DATE: MAY 25 1995  
AGENDA NO.: R-17

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement/Regional Hazardous Materials Team

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: May 25, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Non-Departmental

DIVISION: Emergency Management

CONTACT: Joy Tumbaga

TELEPHONE #: 251-2468

BLDG/ROOM#: 313/204

PERSON(S) MAKING PRESENTATION: Penny Malmquist

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Renewal of Intergovernmental Agreement between the State of Oregon, acting by and through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the Regional Hazardous Materials Response Team.

5/26/95 ORIGINALS to JOY TUMBAGA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steen

OR

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
1995 MAY 17 AM 9:39  
MULTNOMAH COUNTY  
OREGON



BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PENNY MALMQUIST  
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: May 10, 1995

REQUESTED PLACEMENT DATE: May 25, 1995

RE: Intergovernmental agreement between the State of Oregon, acting by and through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the Regional Hazardous Materials Emergency Response Team.

I. Recommendation/Action Requested:

Approval of intergovernmental agreement.

II. Background/Analysis:

This agreement is being submitted for approval to allow for continuation of the Regional Hazardous Materials Response Unit. Original agreement was ratified by the Multnomah County Board of Commissioners on April 11, 1991. This agreement shall be from the date of the last required signature to June 30, 1995.

III. Financial Impact:

This agreement allows us to receive reimbursement for hazardous materials response within a designated area within the State. It also provides money for training, equipment and medical exams.

IV. Legal Issues:

The regional hazardous materials emergency response services is authorized under ORS 453.374 to 453.390.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

The State of Oregon Fire Marshal's Office and City of Gresham.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500016

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-17</u> DATE <u>5/25/95</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department NON DEPARTMENTAL Division EMERGENCY MANAGEMENT Date 05-05-95Contract Originator PENNY MALMQUIST Phone 251-2466 Bldg/Room 313/204

Administrative Contact \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Description of Contract Intergovernmental Agreement between the State of Oregon, acting by and through the State Fire Marshal and the City of Gresham/Multnomah County for participation in the Regional Hazardous Materials Emergency Response Team.

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

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

Contractor Name Oregon Fire Marshal's Office  
 Mailing Address 3000 Market Street Plaza, Suite 534  
Salem, OR 97310-0198  
 Phone \_\_\_\_\_  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date \_\_\_\_\_  
 Termination Date \_\_\_\_\_  
 Original Contract Amount \$ \_\_\_\_\_  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

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

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt  
☐ Monthly \$ \_\_\_\_\_ ☐ Net 30  
☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_  
☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date May 5, 1995

Date \_\_\_\_\_

Date 5/17/95Date May 25, 1995

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

**CONTRACT FOR  
REGIONAL HAZARDOUS MATERIALS EMERGENCY  
RESPONSE TEAM SERVICES**

**Between**

**THE STATE OF OREGON, ACTING BY AND THROUGH  
THE OFFICE OF STATE FIRE MARSHAL**

**And**

**CITY OF GRESHAM/MULTNOMAH COUNTY**

**STATE OF OREGON  
Barbara Roberts, Governor**

**Robert Panuccio, State Fire Marshal**

**January 12, 1995**

## TABLE OF CONTENTS

Award Letter.....	
Contract .....	
Table of Contents.....	
1.0 Contract Type.....	
1.1 Recitals .....	
1.2 Contract Term .....	
2.0 Definitions .....	
2.1 Statement of Work.....	
2.1.1 Services to be Provided by Contractor	
2.1.2 Performance Conditions	
2.1.3 Personnel	
2.1.4 Vehicles and Equipment	
2.1.5 Response Procedures and Limitations	
2.1.6 Standard Operating Guidelines	
2.1.7 Administrative Rules	
2.2 Contractor Compensation.....	
2.2.1 Stand-by Costs	
Specialized Training Expenses	
Medical Surveillance	
Vehicle and Equipment Loans	
2.2.2 Team Response Costs	
Compensation for Vehicle and Equipment Expenses	
Personnel Expenses	
Emergency Expenses	
Billing System	
2.2.3 Interest	
2.2.4 Maximum Contract Value	
2.2.5 Prior Approval	
2.2.6 State's Spill Response Fund	
2.3 Where No Responsible Party Can Be Identified .....	

- 2.4 Contractor Status.....
- 2.5 Retirement System Status .....
- 2.6 Assignments/Subcontracts .....
- 2.7 Successors in Interest .....
- 2.8 Compliance with Government Regulations.....
- 2.9 Force Majeure .....
- 2.10 State Tort Claims Act.....
  - 2.10.1 Scope
  - 2.10.2 Limitations
  - 2.10.3 Notifications
- 2.11 Indemnification .....
- 2.12 Severability .....
- 2.13 Access to Records .....
- 2.13.1 Confidentiality
- 2.14 Amendments .....
- 2.15 Payment of Contractor's Obligations.....
- 2.16 Nondiscrimination.....
- 2.17 Dual Payment.....
- 2.18 Payment for Medical Care .....
- 2.19 Insurance Coverage .....
- 2.19.1 Workers' Compensation
- 2.19.2 Comprehensive or Commercial General Liability
- 2.19.3 Automobile Liability
- 2.19.4 Notice of Cancellation or Change
- 2.19.5 Certificate(s) of Insurance
- 2.19.6 Physical Damage Clause

2.20	Remedies.....
2.21	Termination.....
2.21.1	Default
2.22	Approval Authority .....
2.23	Insufficient Funds.....

Contract Exhibits

Exhibit A - Contractor's Primary Response Area .....
Exhibit B - Inventory of State-provided Vehicles and Equipment.....
Exhibit C - State-provided Equipment - 1993-95 Biennium Funding .....
Exhibit D - Specialized Training 1993-95 Biennium Funding.....
Exhibit E - Medical Surveillance - 1993-95 Biennium Funding.....
Exhibit F - Compensation for Contractor's Vehicles and Apparatus.....
Exhibit G - Compensation for Contractor's Response Personnel.....
Exhibit H - Summary - 1993-95 Biennium Funding .....

Approving Signatures.....
---------------------------

Addenda

## **CONTRACT FOR REGIONAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM SERVICES**

### **General Contract Information**

**This Agreement constitutes the entire contract between the State and the Contractor.  
(Note: from section 2.0)**

**1.0 Contract Type:** This agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq and ORS 206.345 between the State of Oregon, acting by and through the State Fire Marshal (hereinafter "State") and the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("County"), and the City of Gresham ("Gresham") for the provision of regional hazardous materials emergency response services as described herein and authorized under ORS 453.374 to 453.390. As used in this Agreement, MCSO, County and Gresham shall be referred to collectively as the "Contractor".

In accordance with the MCSO/County/Gresham Intergovernmental Agreement (Contract No. 500123) the Gresham Fire Chief, or designee, shall be the primary liaison with the State Fire Marshal's Office on matters pertaining to the State Regional Hazardous Materials Team Contract. All contracts or issues regarding the Multnomah County/Gresham Hazardous Materials Team shall be discussed, negotiated, and agreed upon by MCSO, County and Gresham as "Contractor" under this agreement.

**1.1 Recitals:** In order to protect life and property against the dangers of emergencies involving hazardous materials, the State Fire Marshal may assign and make available for use in any county, city or district, any part of a regional hazardous materials emergency response team.

The State desires to enter into this Agreement to establish Contractor as a Regional Hazardous Materials Emergency Response Team, and Contractor desires to be so designated and to enter into this Agreement.

**1.2 Contract Term:** This Agreement shall be from the date of the last required signature to June 30, 1995. Subject to Legislative approval, future Agreements will be awarded on a biennial basis. The parties recognize that future funding is not guaranteed. (from Letter of Agreement, item # 4) No promise, expressed or implied is hereby made as to the future funding in subsequent biennia as such is subject to legislative approval. (From Letter of Agreement, item #1.)

### **Standard Contract Terms and Conditions**



## 2.0 Definitions:

"Agreement" means this contract and Addenda.

(Note: moved to "General Contract Information" above section 1.0)

"Clean-up" means the measures taken after emergency response to permanently remove the hazard from the incident site.

"Contractor" means the local government agency(s) by which the service or services will be performed under this Agreement, including those agencies and private company members under an approved inter-governmental / agency agreement.

"Emergency Response" means:

- a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
- b. First aid, rescue or medical services;
- c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

"Emergency Response Costs" means the total emergency response expense, including team response costs, arising from a hazardous materials emergency. Such costs generally include, but are not limited to, all State and local government expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean-up or disposal costs of hazardous materials, except as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

"Hazardous Materials" means "hazardous substance" as that term is defined in ORS 453.307(4).

"Incident" means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

☐

☐ "Local Government Agency" means a city, county, special district or subdivision thereof.

**"Oregon-OSHA"** means the Oregon Occupational Safety and Health Act as administered by the Occupational Safety and Health Division of the Department of Insurance and Finance.

**"ORS"** means Oregon Revised Statutes.

**"Primary Response Area"** means that geographical region where the Contractor is principally responsible for providing regional hazardous materials emergency response services.

**"Regional Hazardous Materials Emergency Response Team" (RHMERT)** means the designated employees of the Contractor who are expected to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. A Regional Hazardous Materials Emergency Response Team operates within the limits discussed in Oregon-OSHA's OAR 437, Division 2.

**"Release"** shall have the same meaning as that in ORS 465.200(14).

**"Responsible Party"** means the person(s) responsible for causing the emergency to which the Contractor responded. (See, e.g. ORS 453.382).

**"State"** means the State of Oregon acting by and through the State Fire Marshal.

**"State Spill Response Fund"** means the response fund established under ORS 453.390 et seq.

**"Team Response Costs"** means those Contractor expenses which are expressly allowed under this Agreement. Team Costs under this Agreement do not include the wide range of emergency response costs associated with hazardous materials emergency, but shall be limited to approved expenses directly related to Regional Hazardous Materials Emergency Response Team operations.

## **2.1 Statement of Work:**

**2.1.1 Services to be Provided by Contractor:** During the term of this Agreement the Contractor agrees to provide regional hazardous material emergency response team services within the boundaries of Contractor's assigned Primary Response Area as generally depicted and described in "Exhibit A" and by this reference incorporated herein. Contractor is hereby designated "HazMat 03."

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a hazardous materials

emergency response. Contractor shall not provide under this Agreement any services with respect to the sampling, testing and analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the incident.

Contractor shall not be required to maintain general security and/or safety perimeters at or near sites and vessels, locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

Contractor shall make no representation(s) or warranty(s) to third parties with regard to the ultimate outcome of the hazardous materials services to be provided, but shall respond to the best of its abilities, subject to the terms of this Agreement.

Contractor personnel shall perform only those actions and duties for which they are trained and equipped.

**2.1.2 Notice to Proceed:** Contractor certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements.

**2.1.3 Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised Hazardous Materials Emergency Response Team (HMERT) personnel as is necessary to operate within the safety levels of a regional hazardous materials emergency response team. Contractor shall limit its team activities to that within the safety and training levels specified by Oregon-OSHA for a hazardous materials response team.

**2.1.4 Vehicles and Equipment:** Contractor may utilize such vehicles and equipment as it currently has available as provided in 2.1.2 herein. The Contractor will operate a hazardous materials emergency response team using one (1) hazmat vehicle(s) and emergency response team equipment as specified in Exhibit "B" of this contract, on loan from the State. (Note: inserted from Letter of Agreement item #2 and section 2.2.1.) State vehicles shall meet or exceed all regulatory requirements. Routine maintenance of State and local vehicles and equipment shall be the sole responsibility of the Contractor. Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment provided by the Contractor or the State.

Excepting physical damage specified in section 2.19.6 of this agreement and routine maintenance, all repairs to State vehicles and equipment shall be the responsibility of the State. For purposes of this Agreement, routine maintenance means:

- A. Apparatus and Vehicles
  - 1. Daily/weekly/monthly checks of vehicle and equipment.
  - 2. Semiannual and/or mileage related lubrication, oil and filter changes.
  - 3. Annual tune-up as required for preventive maintenance.
- B. Equipment checks and testing as outlined in the Oregon-OSHA standards and manufacturer's recommendations.
- C. Protective Clothing to be tested as per Oregon-OSHA standards and manufacturer's recommendations.
- D. Communications equipment checked regularly.

The Contractor may use State's emergency response vehicles and equipment for Contractor's local use and enjoyment. The vehicle and equipment shall at all times be immediately available for emergency response with hazardous materials incidents having highest priority. State vehicle(s) and equipment shall not be used by other than Contractor Hazardous Materials employees, except as approved by the team leader/administrator. Under local use and enjoyment, the Contractor is liable for major repairs or replacement directly attributable to local response, abuse or neglect."

#### **2.1.5 Response Procedures and Limitations / Automatic Response:**

If the Contractor has received state authority for automatic response, contractor may, upon receipt of an emergency response request, provide emergency response services as specified under the terms of this agreement and the State's Standard Operating Guidelines Contractor shall immediately thereafter notify the State Fire Marshal Hazardous Materials Duty Officer.

If the Contractor has *not* received state authority for automatic response or if the emergency response request does not meet the Standard Operating Guideline criteria, the Contractor shall refer the response request to the State Fire Marshal Hazardous Materials Duty Officer who will evaluate the situation and either authorize the Contractor's response or decline the response request.

**Right of Refusal:** The State recognizes that the obligations of the Contractor in its own jurisdiction are paramount. If, on occasion, a response under this Contract would temporarily place an undue burden on the Contractor because Contractor's resources are otherwise limited or unavailable within the Contractor's Primary Response Area, then if

prior or immediate notice has been provided to the State Fire Marshal Hazardous Materials Duty Officer, the Contractor may decline a request for a regional emergency response.

**2.1.6 Standard Operating Guidelines:** Contractor and State agree that regional response team operations will be conducted in accordance with the State's Standard Operating Guidelines as reviewed and recommended by the Teams Advisory Group and as mutually approved by the parties to this agreement

**2.1.7 Administrative Rules:** The parties acknowledge that the State has adopted OAR 837, Division 120 and this contract is consistent with the administrative rules. If those rules are amended, such amendments may require modification of the procedures, terms and conditions of this contract. Those amendments shall not become binding upon the Contractor without the agreement of the Contractor.

**2.2 Contractor Compensation:** There are three types of Contractor compensation under this Agreement: (1) Contractor's Stand-by costs, (2) Contractor's team response costs, and (3) Contractor's administrative costs. Each of these are discussed more fully below.

**2.2.1 Contractor's Stand-by Costs:** Contractor shall be compensated by the State under this Agreement for its State approved stand-by costs. Such stand-by costs include:

**Specialized Training Costs:** The State may provide funding for advanced training and education to Contractor's RHMERT employees as specified in Exhibit "D" and in accordance with State's Standard Operating Guidelines. Requests for training must be approved by the State in advance. All such training and selection of training/training providers must comply with all federal, state and local rules and regulations. If training is approved, the State agrees to pay the cost of tuition, per diem/travel expenses at State approved rates.

**Medical Surveillance:** The State will provide funding for baseline, maintenance and exit physicals for Contractor's RHMERT employees as specified in Exhibit "E" of this Agreement. Cost will be based on competitive bid for the protocols covered in the State's Hazardous Materials Emergency Response Team Standard Operating Guideline T-015. Selection of provider must comply with all federal, state and local rules and regulations. Additionally, the State will provide funding from the State's Spill Response Fund for exposure exams where no responsible party(s) is identified.

**Vehicle(s) and Equipment Loans:** The State agrees to loan the Contractor one team vehicle and emergency response team equipment as specified in Exhibit "B" of this Agreement. Additional equipment will be provided by the State as specified in Exhibit

"C" of this Agreement. (Note: remaining language in this paragraph moved to section 2.1.4)

**2.2.2 Contractor's Team Response Costs:** Contractor shall be compensated by the State under this Agreement for its State-approved Team response costs. (Note: from section 2.2.4) The funding available for team response costs as specified in Exhibit "I" of this Agreement is in addition to Contractor's stand-by costs as specified in section 2.2.1. Such team response costs shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 et seq. for the 1993-95 biennium. Such Team response costs may include, but are not limited to:

**Compensation for Contractor Vehicle(s) and Apparatus:** Where the State has approved the use of Contractor's vehicles and equipment, State shall compensate Contractor at the rates described in Exhibit "F" of this Agreement.

**Compensation for Contractor's Personnel Response Costs :** Contractor's RHMERT personnel response costs which are approved and authorized under this Agreement are compensable at the rates described in Exhibit "G" Contractor's RHMERT personnel response costs shall be billed to the nearest one-fourth (1/4) hour period worked.

**Emergency Expenses:** Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Contractor. Original receipts must be submitted with the response billing. Emergency response purchases of up to \$100 per emergency response incident may be made at the Contractor's discretion without prior approval by the State. The Team Leader or authorized Contractor representative will attempt to contact the State Duty Officer for approval of Contractor emergency expenses exceeding \$100. Contractor's claim for reimbursement must clearly document the nature of the purchases and extent of the State's prior verbal approval of Contractor's emergency expenditures. The State reserves the right to deny any payment of unjustifiable Contractor expenditures

**2.2.3 Contractor's Administrative Costs:** Team administrative costs, not to exceed 8% of the Contractor's team response costs, may be billed as part of the emergency costs, and will be reimbursed to Contractor upon receipt from responsible party(s).

**2.2.4 Billing System:** Contractor will provide an estimate of team response costs to the State within 10 working days of the response. If the Contractor elects reimbursement they will bill the State for response costs within 30 days of response. The State will not bill responsible parties unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall be on State approved forms and shall contain such documentation as is necessary to support State's cost-recovery operations and financial

audits. The State shall then bill the Responsible Party(s) within 30 days of receipt of Contractor's invoice. State agrees to bill responsible parties for team response costs and may bill for the total emergency response costs. Team response costs include such items as vehicle and equipment use, expendables, and personnel costs. Normally Contractor's team response costs shall be collected by the State from the Responsible Party(s) before payment is made to the Contractor. Where payment has not been received by the State within 30 days after the second billing to the Responsible Party(s), then the Contractor's approved team response costs shall be paid to the Contractor from the State Spill Response Fund. In no case shall the State's payment to the Contractor exceed 63 days after receipt of the Contractor's invoice by State, provided responsible party information supplied by the Contractor is correct to the best of the Contractor's knowledge or belief.

**Priority of Reimbursements:** If the State successfully recovers payment from the Responsible Party(s) it shall first be used to pay the Contractor's team response costs, if these have not been paid in their entirety, then used to reimburse the State Spill Response Fund for the amount previously paid to Contractor and the State's administrative costs. Any remaining funds will be used to pay emergency response costs as billed. Contractor agrees to cooperate with the State as is reasonable and necessary in order to allow the State to bill third parties and pursue cost recovery actions.

If a disputed billing is resolved in favor of the responsible party(s), then the Contractor shall not be required to reimburse the State for payments previously made.

**2.2.5 Interest:** If the State fails to make timely payments to Contractor as described in 2.2.2, interest shall be paid to Contractor by the State on amounts past due at the rate of interest specified in ORS 293.462(3). Interest payments will be made only if response costs are invoiced by the Contractor on State-approved forms and responsible party information supplied by the Contractor is correct to the best of the Contractor's knowledge or belief.

**2.2.6 State Funding available:** The State certifies that sufficient funds are available and authorized within the State's 1993-1995 appropriation or limitation. State funding for standby costs available under this Agreement for the 1993-1995 biennium shall be the sum of the amounts specified in exhibits "C," "D" and "E" to this Agreement and are summarized in Exhibit "H" of this Agreement.

The funding available as specified in Exhibits "C," "D" and "E" to this Agreement does not include Contractor's team response costs as specified in 2.2.2. Such team response costs are available in addition to Contractor's standby costs and shall be limited only by the funds available in the State Spill Response Fund established under ORS 453.390 et seq. for the 1993-1995 biennium and identified in Exhibit "I" to this Agreement.

Additional Contractor compensation shall be paid under this Agreement only if specifically agreed to by the State and the Contractor in writing. State's payments shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall release of the State from all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations of the State's Spill Response Fund and subject to further payment as set forth above.

**2.2.7 Prior Approval:** Contractor, when acting under this Agreement, may not respond without prior written or verbal approval by State as set forth in Section 2.1.5. Granting of response approval by the State Fire Marshal Hazardous Materials Duty Officer constitutes the State's agreement to pay Contractor's team response costs from the State Spill Response Fund if recovery from a responsible party(s) is not possible. Contractor agrees to make reasonable and good faith efforts to minimize responsible party and/or State expenses.

**2.2.8 Spill Response Fund:** If the Spill Response Fund becomes depleted or fiscally unsound, the State shall immediately notify Contractor, who may upon receipt of such notice suspend response actions under this Agreement.

For purposes of this section, "fiscally unsound" shall mean the balance in the Spill Response Fund is less than \$20,000, and "immediately" shall mean within twelve (12) hours of a Contractor receiving the emergency response request which reduces the fund below the \$20,000 threshold.

If Contractor commences an emergency response action subsequent to notification of fiscally unsound State Spill Response Fund balance, Contractor assumes the risk of non-payment if the State is unable to obtain additional funding for the Spill Response Fund, recover the Contractor's team response costs from a responsible party or if there is no identifiable responsible party. Contractor shall immediately notify the State Fire Marshal Hazardous Materials Duty Officer of all emergency response activities undertaken pursuant to this Agreement.

If, after becoming depleted or fiscally unsound, additional funds become available in the Spill Response Fund and Contractor has billed the State as set forth in Section 2.2.2, Contractor shall be reimbursed for any unpaid team response costs.

**2.3 Where No Responsible Party Can Be Identified:** As previously mentioned in Section 2.2, State agrees to bill the party(s) responsible for causing the hazardous materials emergency for total emergency response costs. Where there is no identifiable responsible party, or if the responsible party is unable to pay, the State agrees to pay



Contractor's Team response costs from the State's Spill Response Fund provided funds are available and Contractor has complied with 2.2. herein.

**2.4 Contractor Status:** Contractor certifies it is not an employee of the State of Oregon and is a local government agency(s).

**2.5 Retirement System Status:** Contractor is not entitled under this Agreement to any Public Employees Retirement System benefits and will be responsible for payment of any applicable federal or State taxes. Contractor is not entitled under this Agreement to any benefits for payments of federal Social Security, employment insurance, or workers' compensation.

**2.6 Assignments/Subcontracts:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of State. Such written approval will not relieve Contractor of any obligations of this Agreement, and any assignee, transferee or subcontractor shall be considered the agent of Contractor. Except where State expressly approves otherwise, Contractor shall remain liable as between original parties to this Agreement as if no such assignment had occurred.

**2.7 Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

**2.8 Compliance With Government Regulations:** Contractor agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement including, but not limited to, OAR 437-02-100(q) and its Appendix B. Contractor specifically agrees that the provisions of ORS 279.312 and 279.316 shall govern performance of this Agreement. Failure to comply with such requirements shall constitute a breach of this Agreement and shall be grounds for termination.

**2.9 Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control. State or Contractor may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent performance of the Agreement.

**2.10 State Tort Claims Act:**

**2.10.1 Scope:** During operations authorized by this contract, Contractor and Contractor's RHMERT employees shall be agents of the state and protected and defended from

liability under ORS 30.260 to 30.300. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material by a regional hazardous materials emergency response team. Operations also includes advanced training activities provided under this contract to the Contractor's hazardous materials emergency response team employees, but does *not* include travel to and from the training.

**2.10.2 Limitations:** This Agreement in no way limits a contractor from responding with State vehicles, equipment and supplies under local authority, mutual-aid Agreements, or other contracts under local authority.

**2.10.3 Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

State Fire Marshal Hazardous Materials Duty Officer  
4760 Portland Road NE.  
Salem, Oregon 97305  
(503) 931-5732

or

Pager: (503) 370-1488

(After "beep," enter telephone number to which call should be returned)

Copies of such written reports shall also be sent to:

State Risk Management Division  
1225 Ferry Street SE.  
Salem, Oregon 97310

**2.11 Indemnification:** When acting as other than an agent of the State under this Agreement, and when using State's vehicles, equipment, procedures, or training, the Contractor shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

**2.12 Severability:** If any provision of this Agreement is declared by a court 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 construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

**2.13 Access to Records:** Each party to this contract, the federal government, and their duly authorized representatives shall have access to the other party's books, documents, investigative reports, papers and records which are directly pertinent to this Agreement for the purpose of making financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

**2.13.1 Confidentiality:** Except as otherwise provided by law, each party to this Agreement mutually agrees that they shall not in any way, except as may be required in connection with this Agreement, disclose each others confidential information to a third party. The rights and obligations set forth in this section shall survive termination of the Contract. Any duty under this sub-section shall arise only upon actual and specific notice to the other party that an item is confidential.

**2.14 Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of State and Contractor.

**2.15 Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the State may be held liable, the proper officer(s) representing the State, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

**2.16 Nondiscrimination:** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractors are encouraged to recruit qualified women and minorities as RHMERT personnel.

**2.17 Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.

**2.18 Payment for Medical Care:** Contractor agrees to make payment promptly, as due, to any person, partnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor's employees, except as noted in 2.2.1, Medical Surveillance. Such payment shall be made from all sums which Contractor has agreed to pay for such services and from all sums which Contractor has collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.

## **2.19 Insurance Coverage:**

**2.19.1 Worker Compensation:** Contractor, its subcontractors (if any), and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee as between the State and Contractor. If, however, the Contractor's Workers' Compensation costs increase as a direct result of an injury, illness or participation as regional hazardous materials emergency response team, the State will compensate the Contractor for the increased costs.

**2.19.2 Comprehensive or Commercial General Liability:** Contractor shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured contractors, covering personal injury and property damage. This insurance shall include coverage for contractual liability related to the indemnity provisions of this Agreement. Contractor's general liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) in the aggregate, or the equivalent.

**2.19.3 Automobile Liability:** Contractor and State shall obtain and keep in effect automobile liability insurance, or its equivalent for self-insured Contractors, for their respective vehicle(s) during the term of this Agreement. The Contractor shall obtain "hired" auto coverage for responding with State vehicles when not acting under State authority, as in Section 2.10.2." This coverage may be written in combination with the comprehensive or commercial general liability insurance mentioned in section 2.19.2. Auto liability coverage limits shall not be less than five hundred thousand dollars (\$500,000) combined single limit occurrence, or equivalent.

**2.19.4 Notice of Cancellation or Change:** Contractor and State agree there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew their respective insurance coverage without 30 days' written notice to the other party.

**2.19.5 Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, both State and Contractor shall furnish copies of or updates of previously provided Certificates of Insurance, or Certificates of Self-Insurance as the case may be, to each other prior to the beginning of work under this agreement.

**2.19.6 Physical Damage Clause:** Excluding ordinary wear and tear, Contractor is responsible for any physical damage to or loss of, State-owned vehicle(s) and equipment that is directly attributable to local response, regardless of fault. When Contractor acts under State authority, the State will be responsible for physical damage to or loss of

State-owned vehicles and equipment regardless of fault, subject to the terms and conditions of the Oregon Risk Management Division Policy 125-7-101 (Property Policy Manual).

**2.20 Remedies:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. Any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon.

**2.21 Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

The State or Contractor may terminate this Agreement at will effective upon delivery of written notice to the Contractor or State, or at such later date as may be established by the State or Contractor, under any of the following conditions:

- a. if State Fire Marshal funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funding.
- b. if federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- c. if any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**2.21.1 Default:** The State or Contractor, by written notice of default (including breach of contract) to the other party, may terminate the whole or any part of this Agreement:

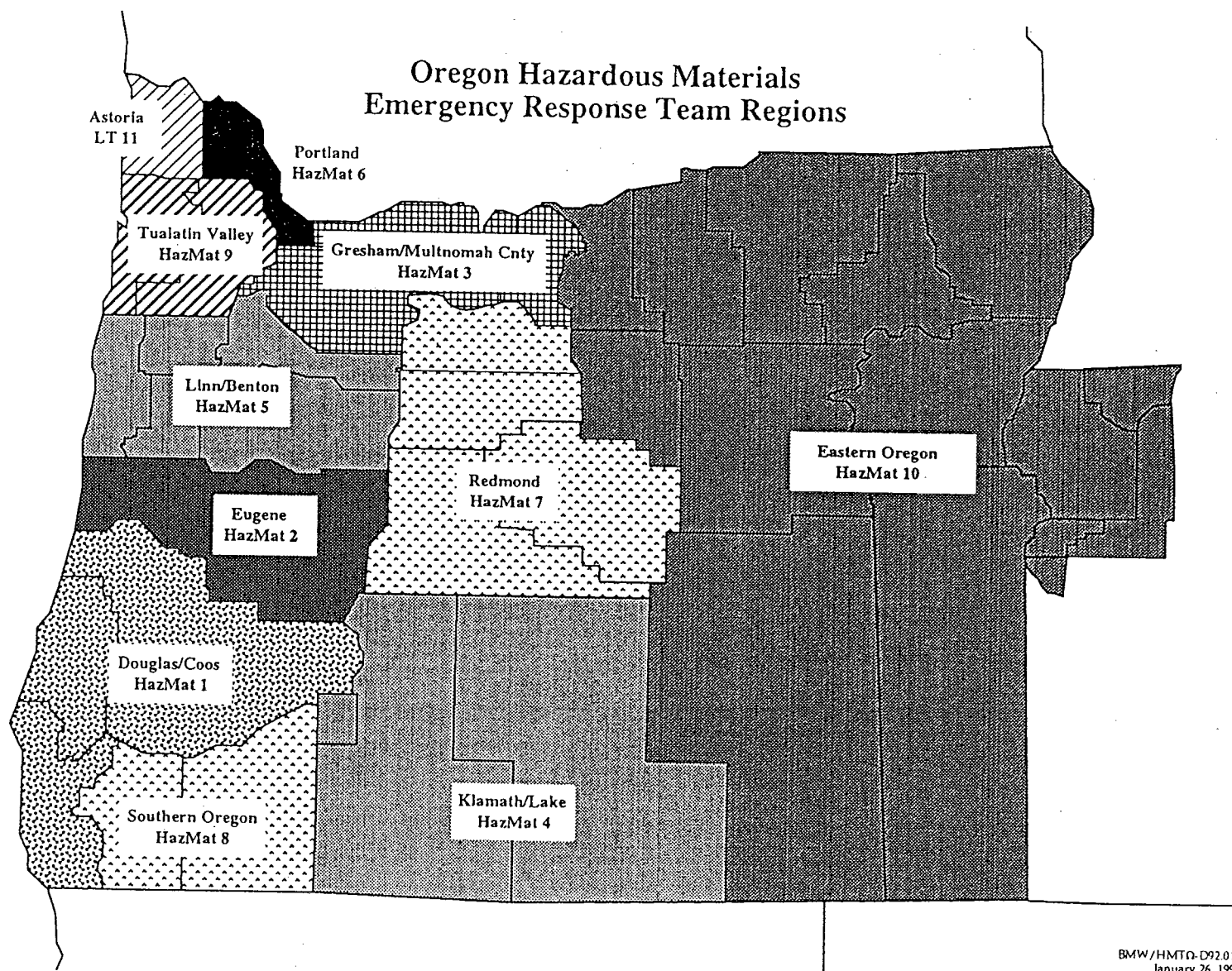
- a. if the other party fails to provide services called for by this Agreement within the time specified herein or extension thereof; or,
- b. if the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to

correct such failures within 10 days or such longer period as the notice may authorize.

- 2.22 **Approval Authority:** Contractor representatives certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and Agreements on behalf of the local government entity.
- 2.23 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the State to Contractor and Contractor may, upon thirty (30) days' prior written notice, terminate this contract if funds are not available.

## EXHIBIT A

### Regional Teams Map and Primary Response Area Boundary Descriptions



## GRESHAM/MULTNOMAH CO. - HM3

**EXHIBIT B**

## VEHICLE AND EQUIPMENT LOANS

as of 6/20/94

**I. LIBRARY****QUANTITY**

NFPA Fire Protection Guide on Hazardous Materials	1 ea	ER1735
Hawleys Chemical Dictionary	1 ea	ER0148
DOT Guidebook	2 ea	
GATX Tank Car Manual	1 ea	ER0034
B.O.E. Emergency Handling of Hazardous Materials in Surface Transportation		
Farm Chemical Handbook	1 ea	ER0940
CHRIS Response Methods Handbook	1 ea	ER1365
Firefighters Handbook to Hazardous Material	1 ea	ER0004
American Railroad Emergency Action Guide	1 ea	ER0024
SAX Manual	1 ea	ER0131
NIOSH (TLVS) Manual	1 ea	
ACGIH Guidebook (Manual)	1 ea	
Matheson Gas Book and First Aid	1 ea	ER1140
Radiological Health Handbook		
State Clandestine Lab Book - 4th Edition	1 ea	
Merck Index - 10th Edition	1 ea	ER0136
Firefighter Hazardous Materials Resource Book	1 ea	ER1475
Pestline	1 ea	ER0954
Handbook of Compressed Gases	1 ea	ER0973

**II. MAPS AND MISC. EQUIPMENT**

Binoculars	1 ea	ER0181
Spotting Scope	1 ea	ER0189
First Aid Kit	1 ea	ER0737
Traffic Cones	20 ea	ER0175
Flashing Strobe Lights	4 ea	Same as above
Hand Cleaner	1 ea	
Hand Held Portable Radios	8 ea	ER0335,0336,0347,0353, 0356,0358,0362,0372
6 Unit Charger	1 ea	ER0293
Single Unit Charger	2 ea	ER1172, 1173
Mobile Telephone	2 ea	ER2797,2798
Cellular Connection	1 ea	ER2799
Barricade Tape	6 rl	
Video Camera & Tripod with color TV Monitor	1 ea	CAMERA #ER0413 MONITOR #ER0419
35mm Camera	1 ea	ER0071
Polaroid Land Camera	1 ea	ER0075
Streamlight Lantern	2 ea	ER2692-2693
Weather Station	1 ea	ER1352
WeatherPAK	1 ea	ER1746



Wheel Chocks - (2)	2 ea	
Suit-to suit Communication	8 ea	ER1020,1000,1016,1019, 1299,0996,1348,1021
Hand Truck	1 ea	ER0200
Drum Truck	1 ea	ER0205
Drum Up Ender	1 ea	ER1005
Tire Pump - Electric	1 ea	ER2649
Pagers	15 ea	ER0817 - 0831
Cyalume Lights 20 ea of 3 colors	60 ea	

### III PROTECTIVE EQUIPMENT

DuraFab Comfort Guard III - 1993	18	9 LG, 9 XL
Chemtex-Sijal - 1992	3 DZ	12 EA - LG, XL, XXL
Pacesetter II - 1992	12 ea	ER2302 - 2312,2316
Pacesetter II Replacement Gloves	6 pr	
Trelleborg - 1991	6 ea	ER1816 thru ER1821
Trelleborg Test Kit	1 ea	ER1850
Trelleborg Repair Kit	1 ea	ER2500
SCBA	8 ea	Frame 1762-1769 Bottle 1770-1777
Spare SCBA Tanks	16	ER1085,1084,1083,1082,1095, 1094,1093,1092,1091,1090, 1087,1089,1096,1081,1080, 1086
Gloves - Neoprene	12 pr	4 pr ea md., lg., xlg.
Rubber	8 pr	4 pr ea 10, 12
Butyl	12 pr	4 pr ea 9, 10, 11
4H Gloves	150 pr	50 pr ea 9, 10, 12
PVC	12 pr	one size fits all
Cryogenic	4 pr	2 pr ea lg, xlg.
Goggles	4 ea	
Disposable foot covers	75 pr	25 pr ea L, Xlg, Jumbo
Chemical resistant boots	24pr	4 pr ea 8, 9, 10, 11, 12, 13
Coveralls (disposable) 25/cs	2 cs	1 ea Lg, Xlg
Earplugs	1 cs	
Full firefighting turnouts with Nomex hoods	16 sets	
Nomex Jumpsuits	15 ea	
Hard hats	6 ea	
Gear Bags	15 ea	
PASS Device	8 ea	ER0684,0689,0702,0698, 0682,0701,0705,0686
Tympanic Thermometer	1 ea	ER1910

### IV LEAK CONTROL EQUIPMENT

Chlorine Kit "A"	1 ea	ER1132
Chlorine Kit "B"	1 ea	ER1136
Chlorine Kit "C"	1 ea	ER1137
Air Bag Systems	1 set	ER2783
Dome Cover Clamps 3/set	2 sets	ER2716, 2717

### V.TOOLS

Hand Tools:		
Basic 215 piece set	1 ea	
Open End/Box End Wrenches - Large	6 ea	
Pliers	1 ea	
Locking Pliers	1 ea	
Arc Joint Pliers	1 ea	
Utility Knife	1 ea	
Putty Knife	1 ea	
Wire Brush	1 ea	
Screwdriver Set	1 ea	
Chisel & Punch Set	1 ea	
Drill Index	1 ea	
Non-Sparking Tools:		
2 lb maul	1 ea	
55 gl drum bung wrench (2)	2 ea	
Dead Blow Hammer	1 ea	
Scoop Shovel (2) - Aluminum	2 ea	
Pinch Bar - 18"	1 ea	
Pipe Wrench (2)- 24"	2 ea	
Pipe Wrench (2) 36"	2 ea	
Scraper	1	
Screw Driver - Straight tip, large	1	
Tool Box	4 ea	
Air Drill w/ drill bit , auto oiler	1 ea	ER2119
3 1/8" Hole Saw	2 ea	
Air Hose - 3/8" x 50'	2 ea	
Scissors	1 ea	
Shovels - roundpoint	2 ea	
Shovels - squarepoint	2 ea	
Grounding Equipment/Bonding Equipment -	4 sets	ER2610-2 sets ea 25 ft, 50ft
Pulaski - (2)	2 ea	
Pry Bar - 54"	1 ea	
Bolt Cutters - 18"	1 pr	
Rotary Rescue Saw w/blades	1 ea	ER1636
Easy-outs/Stud Extractors	2 sets	
Plastic Milk Crates	5 ea	
Hydraulic Jack	1 ea	
Aviation Shears - Right, Left, Straight	3 pr	

### VI DETECTION EQUIPMENT

MSA 261	1 ea	ER0439
AIM 3000	1 ea	ER1466
Sensidyne Detection Kit	1	ER1370
HazCat Kit	1 ea	ER0551
Spil-fyter	1 tu	
Ammonia and dispenser	1 ea	
PH Paper	2 rl	

V DECONTAMINATION EQUIPMENT

Decontamination Shower	1 ea	Shower ER1865, Heater ER1878
Emergency eyewash kit-saline solution	1 ea	ER0502
Garden hose with nozzle & adaptor	2 ea	
Inflatable kiddie pool	2 CS/24	

SPECIAL EQUIPMENT

White Plexiglas board	1 ea	
Plotting Board	1 ea	
Portable FAX Machine	1 ea	ER1791
Microcassette Recorder	2 ea	ER0575, 0579
Tracing Dye (Solid and liquid)	1 ea	
Calculator	1 ea	ER0082
Porta-Potty - Optional	1 ea	

MISC. EQUIPMENT - VEHICLE

Macintosh IIci	1 ea	ER1400
Storage Dimensions Hard Disk	1 ea	ER0533
Apple Keyboard	1 ea	ER1389
Modem	1 ea	ER0538
Sony 14" Color Monitor	1 ea	ER0636
Power Director	1 ea	ER1838
Imagewriter Printer	1 ea	ER1407
UPS	1 ea	ER1704
128 ChannelRadio- VHF	1 ea	ER0512
128 ChannelRadio- UHF	1 ea	ER0531
Tire Chains	1 set ea	Cable singles, Link singles
Duo Safety Ladder	1 ea	ER2678
Response Vehicle w/Generator&Cascade sys.	1 ea	

SOMAC115B

## EXHIBIT C

### ESTIMATED COST OF STATE-PROVIDED EQUIPMENT TO BE PURCHASED 1993-95 Biennium Funding

Funds for approved equipment purchases are available under this Agreement as follows:

<u>Description</u>	
Wheel Chocks - 2	\$40.00
Portable radio batteries - 4 each	560.00
Absorbent booms/pads	550.00
Dryorb type absorbent - 2/50 lb bags	435.00
28 oz straight claw framing hammer	20.00
Sledge hammer - 8 lb	30.00
Misc. air tools	250.00
Hand saw	15.00
Comealong (pulley)	100.00
Sampling containers, assorted	50.00
Drum sampler	185.00
Foam/25 gal	500.00
Foam application nozzles	125.00
Neutralizer:	75.00
Chlorine bleach - 4 gal	
Clear distilled vinegar - 2 gal	
Overpack drums (85, 65, 35)	250.00
Lab packs	30.00
Solution ingredients	100.00
Brushes - short handle	20.00
Brushes - long handle	20.00
Towels and rags	40.00
Siphon pump	100.00
Extension cords - 100 ft	150.00

<b>Funding Available for Equipment</b>	<b><u>\$3,645.00</u></b>
--	--------------------------

**EXHIBIT D**

**TRAINING**  
**1993-95 Biennium Funding**

Funds for approved Technical, Specialist, Recertification, and HazCat training are available under this Agreement as follows:

**Funding Available for Training**

**\$30,800.00**

## EXHIBIT E

### MEDICAL SURVEILLANCE 1993-95 Biennium Funding

Funds for approved medical surveillance are available for Contractor's RHMERT employees under this Agreement as follows:

Up to 18 personnel may receive medical surveillance exam(s), up to a maximum of \$600 (see editor's note below) per person, not to exceed total funding available for medical surveillance shown below.

This amount shown above is the per-person maximum payable for medical surveillance exam(s) during the 1993-95 biennium, within. It is understood that costs will vary for baseline, maintenance and exit exams, and therefore, the total funding available for medical surveillance *is not* based on the maximum per-person allowance, but rather on \$400 per person *average* cost. This allows *flexibility* in the per-person cost *within* the maximum funding available for medical surveillance.

Medical Exam Costs:

15 ea.	Monitoring medicals at \$350/member per year, times 2 years	\$10, 500.00
5 ea.	Baseline medical exams at \$600/member	3, 000.00

Funding Available for Medical Surveillance **\$13,500.00**

**\*Editor's Note:** Maximum per-person rate *may* vary from Contractor to Contractor, based on minimum bid for *baseline* exam. You may desire to request three bids at this time to project your requested per-person maximum. If three bids for baseline exam are not provided to the State, the maximum per-person will remain at \$400.

## EXHIBIT F

### Compensation for Vehicles and Apparatus

State to provide the compensation for use of Contractor's vehicles and apparatus in response to a hazardous materials incident at the following rates:

<u>Vehicles</u>	<u>Rate Per Hour</u>
Each engine	\$100.00
Each aerial ladder vehicle	150.00
Each utility / staff vehicle	50.00

#### Contractor Equipment Charges

Cellular/Mobil/SMR Telephone Charge	\$50.00 per incident, per phone
Fax Usage Fee ( phone line)	10.00 per incident
Probeye Fee	50.00 per incident
MSA 260 Fee	25.00 per incident
Level "B" Sijal Suits	53.00 per suit
SCBA Refills	4.00 per bottle
M.D.T. access fee	430.00 per year

#### Other Associated Costs

Replacement and/or repair costs for damaged and/or expended equipment and supplies shall be charged on an actual cost basis.

## EXHIBIT G

### COMPENSATION FOR CONTRACTOR'S RESPONSE PERSONNEL

State to provide compensation for Contractor's personnel utilized in response to a hazardous materials incident as follows:

<u>Personnel Category</u>	<u>Rate Per Hour</u>
HazMat Team Member	\$65.00
<u>Replacement Personnel</u>	
Firefighter	22.00
Paramedic	25.00
Lieutenant	28.00
Captain	30.00
Deputy	33.00

All other support personnel at actual costs.



**EXHIBIT H**

**Summary - 1993-95 Biennium Funding Available for Standby Costs**

<b>Equipment Purchases- 1993-95 Biennium Funding - (See Exhibit C)</b>	<b><u>\$3, 645.00</u></b>
<b>Training - 1993-95 Biennium Funding - (See Exhibit D)</b>	<b><u>\$30, 800.00</u></b>
<b>Medical Surveillance - 1993-95 Biennium Funding - (See Exhibit E)</b>	<b><u>\$14, 700.00</u></b>
<b>Total 1993-95 Biennium Funding Available for Standby Costs</b>	<b><u>\$47,945.00</u></b>

## EXHIBIT I

### State's Spill Response Fund

#### 1993-95 Biennium Funding

\$ 300,000.00

This is the *Total* State's Spill Response Funding limitation available for the 1993-1995 biennium RHMERT services by *all* Contracted RHMERTs. This does *not* guarantee that any contractor will be reimbursed for any specific amount from the State's Spill Response Fund; only that funding in this amount is available for reimbursement of emergency response team costs is available within the State's limitation or appropriation.

Approving Signatures:

On Behalf of the State of Oregon,

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1994

Robert Panuccio  
State Fire Marshal

On Behalf of \_\_\_\_\_ City of Gresham

Dated this 3rd day of May, 1995

Signature 

Printed Name Gussie McRobert

Title Mayor

Address 1333 NW Eastman Pkwy.

City Gresham Zip 97030

On Behalf of \_\_\_\_\_ City of Gresham

Dated this 3rd day of May, 1995

Signature 

Printed Name Bonnie Kraft

Title City Manager

Address 1333 NW Eastman Pkwy.

City Gresham Zip 97030

Approved as to form:

On Behalf of \_\_\_\_\_ City of Gresham

Dated this 3rd day of May, 1995

Signature 

Printed Name Tom Sponsler

Title City Attorney

Address 1333 NW Eastman Pkwy.

City Gresham Zip 97030

On Behalf of Multnomah County

Dated this 25th day of May, 1995

Signature 

Printed Name Beverly Stein

Title County Chair

Address 1120 SW 5th, Suite 1515

City Portland Zip 97204

Reviewed:  
On Behalf of Multnomah County

Dated this 17th day of May, 1995

Signature  for

Printed Name Laurence Kressel

Title County Counsel

Address 1120 SW 5th, Suite 1530

City Portland Zip 97204

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199  

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

On Behalf of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

**ADDENDUM 1**  
**Additional Agreement Terms**

**ADDENDUM 2**  
**HazMat 3 Response Boundary**

Beginning at the Columbia River at the City of Portland Eastern service boundary, head South following the Portland service boundaries to the Willamette River. South along the Willamette River to the Clackamas/Marion County lines. East on the southern Clackamas County line to the Western Boundary of the Warm Springs Indian Reservation. North on Western Boundary of Warm Springs Reservation to Highway 26. North on highway 26 to junction of highway 216. East on highway 216 to John Day River western boundary. North along western Boundary of John Day River to the Columbia River. West along Southern Columbia River boundary to Portland eastern service boundary - the point of beginning.



MEETING DATE: MAY 25 1995  
AGENDA NO.: R-18

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT:

BOARD BRIEFING

Date Requested:

Amount of Time Needed:

REGULAR MEETING

Date Requested: May 25, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Non-Departmental

DIVISION: Emergency Management

CONTACT: Penny Malmquist

TELEPHONE #: 251-2466

BLDG/ROOM#: 313/204

PERSON(S) MAKING PRESENTATION: Penny Malmquist

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval to renew the Regional Emergency Management Group intergovernmental agreement.

5/26/95 ORIGINALS TO JOY TUMBAGA

SIGNATURES REQUIRED:

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

OR

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1995 MAY 16 PM 3:53  
MULTIOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PENNY MALMQUIST  
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

DATE: May 10, 1995

RE: REGIONAL EMERGENCY MANAGEMENT GROUP INTERGOVERNMENTAL  
AGREEMENT

I. Recommendation/Action Requested:

Approval to renew Regional Emergency Management Group intergovernmental agreement.

II. Background/Analysis:

The original Intergovernmental Agreement was ratified by the Multnomah County Board of Commissioners last year. The agreement is being submitted for renewal to include Clark County as a member of the Regional Emergency Management Group and for approval of the 1995 - 1996 Proposed Workplan.

III. Financial Impact:

The fiscal impact of this agreement is expected to be minimal, with each jurisdiction funding its own participation. The Intergovernmental Agreement specifies, in Section IX, that funding sources and cost allocations shall be identified and cost share agreements shall be developed as needed and included in each Annual Workplan. All required expenditures identified in any proposed annual workplans must be ratified by resolution or ordinance as specified in the Intergovernmental Agreement.

IV. Legal Issues:

There are no legal issues that need to be addressed at this time.

V. Controversial Issues:

None.

VI. Link to County Policies:

None.

VII. Citizen Participation:

None

VIII. Other Government Participation:

This Agreement was signed in 1993 and is being presented again by Washington County, Clackamas County, Columbia County, Metro, the Cities of Beaverton, Gresham, Portland, Tualatin, Oregon City, Troutdale, Wood Village, Fairview and West Linn, Tualatin Valley Fire District, Clark County in Washington and Port of Portland.

The Annual Workplan which is the annual commitment to this Agreement may impact the jurisdiction by asking them to participate on committees dealing with regional issues in their areas of responsibility.



MULTNOMAH COUNTY OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 500026

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-18</u> DATE <u>5/25/95</u> _____ <b>DEB BOGSTAD</b> <b>BOARD CLERK</b>

Department NON DEPARTMENT Division EMERGENCY MANAGEMENT Date 05-10-95Contract Originator PENNY MALMQUIST Phone 251-2466 Bldg/Room 313/204

Administrative Contact \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Description of Contract Approval to renew Regional Emergency Management Group  
intergovernmental agreement.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Washington County, Oregon

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

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

Effective Date \_\_\_\_\_

Termination Date \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_

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

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

Total Amount of Agreement \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) [Signature]Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

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

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date May 10, 1995

Date \_\_\_\_\_

Date 5/16/95Date May 25, 1995

Date \_\_\_\_\_

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT  
FOR  
REGIONAL EMERGENCY MANAGEMENT GROUP

I. Purpose

The purpose of this Intergovernmental Agreement is to develop an organization to recommend policy and procedures on regional emergency management issues related to planning, mitigation, response and recovery; to develop an ongoing, interjurisdictional training and exercise program; to establish mutual aid agreements to ensure effective management of resources during an emergency; and to develop a regional emergency management plan. This organization shall be known as the Regional Emergency Management Group (REMG).

II. Statutory Authority

This Agreement is entered into pursuant to ORS 190.003 to 190.030, and RCW 39.34. This Agreement supersedes the similar Intergovernmental Agreement adopted by the parties in 1993.

III. Parties

Jurisdictions within Washington, Multnomah, Clackamas and Columbia counties in Oregon, and Clark County in Washington, including counties, cities, regional governments and special districts within both states, may enter into this Agreement. Additional jurisdictions may enter into this Agreement with the approval of the REMG Policy Advisory Committee.

IV. Term of Agreement

A jurisdiction shall become a party to this Agreement by entering into this Agreement, and adopting the initial workplan in Part Two of Attachment A by resolution or ordinance. The term of this Agreement shall be ongoing from July 1 to June 30. The parties may renew this Agreement by adopting the Annual Workplan for the succeeding year, with those amendments to Attachment A which reflect the funding and duties required to accomplish the Annual Workplan.

V. Termination

Any party to this Agreement may withdraw upon giving thirty (30) days written notice to the Policy Advisory Committee.

VI. Non-Exclusive

Any of the parties may enter into separate mutual assistance or mutual aid agreements with any other jurisdictions if not inconsistent with the terms of this Agreement. No such separate agreement shall terminate any responsibility under this Agreement, unless this Agreement is terminated as provided in Section V above.

VII. Liability

Each party shall be responsible for the acts and omissions of its officers, employees and agents arising from the performance of or failure to perform any duty pursuant to this Agreement.

VIII. Organizational Structure

A. Policy Advisory Committee

1. The REMG Policy Advisory Committee shall be comprised of an elected official from each party.
2. The Policy Advisory Committee shall meet in February each year:
  - a. to review programs and developments of the past year;
  - b. To recommend to their respective governing bodies programs and work plans for the upcoming year; and
  - c. to recommend to their respective governing bodies regional policy on emergency management issues.
3. The Policy Advisory Committee shall adopt bylaws to address officers, a quorum, agendas and other matters of business.

B. Technical Committee

1. The REMG Technical Committee shall include one person appointed by each party, and a representative from the Chapters of the American Red Cross in participating jurisdictions. These representatives shall constitute the voting membership of the Technical Committee. Upon the invitation of the Technical Committee, the Technical Committee may also include non-voting participants from signatory jurisdictions or other agencies or

organizations with emergency management responsibilities or special technical expertise.

2. The Technical Committee shall develop and propose an Annual Workplan for the review by the Policy Advisory Committee. At the direction of the Policy Advisory Committee, or on its own initiative, the Technical Committee shall also identify policy issues, research alternative strategies and present options for action to the Policy Advisory Committee.
3. The Annual Workplan, regular progress reports, the Annual Report and other action items developed by the Technical Committee shall be forwarded to the Policy Advisory Committee on the recommendation of a simple majority of the voting members present.
4. The Technical Committee may establish subcommittees, or each member may work within that member's own jurisdiction as necessary to achieve policy goals, address action items and prepare the proposed Annual Workplan.
5. The Technical Committee shall select a Chair, Vice Chair and Secretary. The Technical Committee shall meet at least quarterly.

C. Administrative Support

The activities of the REMG shall be supported administratively by the staffs of the participating jurisdictions. Such support shall include keeping notes, conducting research, printing, producing an agenda, mailing and coordinating the flow of information between the Policy and Technical Committees.

IX. Funding

Funding options necessary for action items in the proposed Annual Workplan shall be identified by the Technical Committee for Policy Advisory Committee review. Funding sources and cost allocations shall be identified and cost share agreements shall be developed as needed and included in each Annual Workplan. All required expenditures identified in the proposed Annual Workplan will be ratified by resolution or ordinance as specified in Section IV above.

X. Ownership of Assets

In the event that any real or personal property is deemed necessary, an amendment to this Agreement shall be negotiated and approved by all the then current members prior to acquisition.

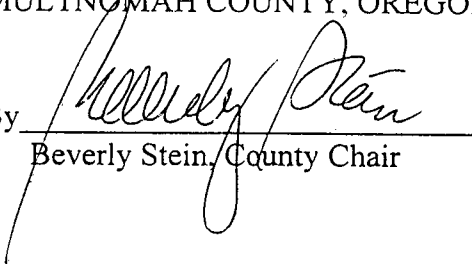
XI. Amendments

Any amendment to the provisions of this Agreement shall be in writing and signed by the parties.

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by action of the \_\_\_\_\_

MULTNOMAH COUNTY, OREGON

By

  
Beverly Stein, County Chair

REVIEWED:

Laurence Kressel, County Counsel  
for MULTNOMAH COUNTY, Oregon

By

  
Matthew O. Ryan, Deputy

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # R-18 DATE 5/25/95

DEB BOGSTAD

BOARD CLERK



**Regional Emergency  
Management Group**

**1994-95 Annual Report  
1995-96 Proposed Workplan**

**April 13, 1995**

**Metro**

**Room 370**

# Regional Emergency Management Group

## 1994-95 Annual Report 1995-96 Proposed Workplan

### *Preface*

This report:

- (1) Provides a brief overview of the Regional Emergency Management Group (REMG) process;
- (2) Summarizes the REMG activities related to the 1994-95 work plan approved by the Policy Advisory Committee (REMPAC) in March 1994;
- (3) Presents the recommended 1995-96 work plan; and
- (4) Identifies some policy issues related to the 1995-96 work plan.

The policy issues include:

***Workplan Element 1: Administration:***

Identify legal and procedural steps required to allow the REMG to apply for, receive and spend funds.

***Workplan Element 2: Alert & Warning:***

When completed, request the REMG to adopt the regional Emergency Broadcast System (EBS) plan.

***Workplan Elements 14 & 15: Public Education:***

Authorize members of REMTEC to seek corporate underwriting for production of *Before Disaster Strikes*.

***Workplan Element 8: Incident Command Management:***

(1) Develop (perhaps in conjunction with the Oregon Office of Emergency Management) a master employee exchange and mutual aid agreement to address a variety of issues, including authorization for public safety personnel to report to the closest accessible local government "command post" after a major disaster disrupts transportation routes.

(2) Define an emergency worker identification standard for emergency access purposes in the region. Recommend adoption of the standard to public safety agencies.

An explanation of these policy issues follows on Page 12.

# Regional Emergency Management Group

1994-95 Annual Report  
1995-96 Proposed Workplan

## *Table of Contents*

<u>Topic</u>	<u>Page</u>
1. REMG Overview	1
2. REMG 1994-95 Work Plan Summary	3
3. REMG 1995-96 Proposed Workplan	10
4. REMG Policy Issues	12

# **Regional Emergency Management Group**

## **Overview**

## Regional Emergency Management Group Portland Metropolitan Area

In 1994, jurisdictions in the Portland metropolitan area formalized an emergency management committee that had met informally for several years to discuss issues of mutual interest. The Regional Emergency Management Group (REMG) was created by an intergovernmental agreement (IGA) among counties, cities and Metro, and is composed of elected officials and emergency managers from participating jurisdictions. The IGA includes a work plan identifying 21 elements that have regional relevance to emergency managers.

These elements include:

Administration	Individual Assistance	Public Education (Response & Recovery)
Alert & Warning	Judicial Issues	Recovery Management
Communications	Legal Issues	Resource Management
Damage Assessment	Medical	Shelters
Debris Removal	Mitigation	Training
Evacuation	Public Education (Mitigation & Preparedness)	Transportation
Incident Command Management		Urban Search & Rescue

Membership in the REMG includes:

<u>Counties</u>	<u>Cities</u>	<u>Other</u>
Clackamas	Beaverton	Metro
Columbia	Fairview	Molalla R.F.P.D.
Multnomah	Gladstone	Multnomah R.F.P.D. 14
Washington	Gresham	T.V.F.&R.
	Oregon City	OTC American Red Cross
	Portland	(REMTEC only)
	Troutdale	
	Tualatin	
	Wood Village	

In fiscal year 1994-95, significant progress has been accomplished in eight elements of the Regional Emergency Management Work Plan. These tasks were approved by the Regional Emergency Management Policy Advisory Committee (REMPAC) at the first annual meeting in March 1994.

Elected officials in REMPAC selected work priorities among elements for which money had already been allocated in the budgets of participating jurisdictions. In the first year of the REMG process, no additional funding was requested. The work load was adopted in a cooperative manner among participating emergency managers who dedicated a portion of their jurisdictional budgets to address regional issues.

It is clear that additional funding will be required in the future to adequately address major regional emergency management issues. One task for the administration subcommittee of the REMTEC is to investigate the options for acquiring a stable funding source to tackle issues such as hazard mitigation, regional recovery planning and other major projects that do not have an identified funding mechanism.

Projects identified in the 1995-96 proposed workplan do not require additional funding beyond that proposed in the annual budgets of emergency management agencies which have been submitted to their respective governing bodies. A list of REMG work plan elements and the REMTEC staff assigned to facilitate action follows. Facilitators are available to respond to REMPAC questions.

## *REMG Work Plan Element Facilitators*

Work Plan Element	Facilitator - Agency
1. Administration	Mike McGuire: Metro
2. Alert & Warning	Casey Marley: Clackamas County
3. Communications	Glen Eisner: Portland
4. Damage Assessment	Gordon Booth: Washington County
5. Debris Removal	Gerry Uba: Metro
6. Evacuation	John DeFrance: Columbia County
7. Exercise	Dan Boss: Tualatin
8. Incident Command Management	Margaret Dimmick: Gresham
9. Individual Assistance	Bert Kile: OTC Red Cross
10. Judicial Issues	Penny Malmquist: Multnomah County & Casey Marley
11. Legal Issues	John DeFrance
12. Medical	Sherry Grandy: Beaverton & Tualatin Valley Fire & Rescue
13. Mitigation	Gerry Uba & Mike McGuire
14. Public Education — (Mitigation & Preparedness)	Sue Patterson: OTC Red Cross & George Houston: Portland
15. Public Information — (Response & Recovery)	Sue Patterson & George Houston
16. Recovery Management	Penny Malmquist
17. Resource Management	Penny Malmquist and Gerry Uba
18. Shelters	Bert Kile
19. Training	Margaret Dimmick
20. Transportation	Gerry Uba
21. Urban Search & Rescue	George Houston

# **Regional Emergency Management Group**

## **1994-95 Work Plan Summary**

## Administration

### Workplan Element 1

#### *Synopsis:*

Provide administrative services to the REMG to assure coordination of regional emergency management activities. This includes: (1) outlining the roles and responsibilities of the REMG and the REMPAC; (2) establishing committees to formalize working relationships among members of participating jurisdictions; and (3) defining the relationship of REMG and REMPAC to other established regional groups.

*The proposed product for 1994-95* is to develop a draft format for the regional emergency management plan.

#### *Progress by July 95*

1. A regional hazards analysis matrix describing the relative severity and probability of all hazards that may impact the region will lay the basis for developing a regional plan format.
2. Based on the hazards analysis, the "concept of operations" for regional emergency management action following a major disaster will describe a path along which a regional plan and emergency management system may evolve.

#### *Additional Activities:*

- Development of a private computer bulletin board/electronic conference using the COMPASS system of Oregon Ed-Net. This action will provide administrative assistance to REMG product development by offering a shared electronic filing system and computer communications capability among REMTEC members.
- At the request of the Director of the Oregon Office of Emergency Management, the REMTEC administration subcommittee has produced issue papers, research and analysis concerning the current status of emergency management in Oregon. Potential options for improving the system statewide have been examined. This activity has included participation in statewide forums to discuss potential legislation for improving Oregon's emergency management system. Subcommittee members assisted in the drafting of a bill sponsored by the Oregon Emergency Management Association. The bill is pending.

#### *Subcommittee members:*

George Houston, REMTEC Chair, Portland  
John DeFrance, Columbia County  
Dan Boss, Tualatin  
Casey Marly, Clackamas County  
Gerry Uba, Metro  
Mike McGuire, Metro



# Alert & Warning

## Work Element 2

### Synopsis:

Create a coordinated regional Emergency Broadcast System and develop a structured process to provide definitions and criteria which will establish when a "regional" emergency exists; provide notification of appropriate jurisdictions so the regional emergency can be managed; and coordinate with the regional media to provide public alert, warning, and instructions.

*The products for 1994-95 include:* (1) Develop policies and procedures for notifying jurisdictions in the region of potential or impending emergencies; and (2) Develop procedures for coordinating public warning. A third element was transferred to the Public Education subcommittee.

### *Progress by July 1995:*

1. Interim discussions were held to determine methods of including cable television into the existing EBS and in anticipation of the replacement of the EBS with the Emergency Alert System (an action taken by the Federal Communications Commission on November 10, 1994).
2. Drafted interim revision to EBS Operational Area Plan to include all jurisdictions: Clackamas, Clark, Columbia, Multnomah and Washington Counties.
3. Clarified role of Oregon Emergency Management and the National Weather Service in activating the EBS for a regional emergency.
4. Drafted procedure for activation of EBS as a result of incident impacting a single jurisdiction emergencies and those impacting multiple jurisdictions.

### *Additional activities:*

- a) KBBT provided authorization for local emergency managers to use the frequency 161.760 MHz for communications between local EOCs as well as for activation of the EBS when telephones are not functioning. This frequency may be monitored by all media and may be used to provide emergency information to the public in incidents not warranting activation of the EBS.
- b) Available equipment was utilized to install a video link between Washington County's EOC and KGW TV. This will enable public officials to provide emergency to the public information through live broadcasts. KGW will make the video link accessible to other media in the region.

### Subcommittee Members:

Casey Marley, Clackamas County  
Gordon Booth, Washington County  
Kent Randle, KBBT/KJFO Radio  
Tom Griffith, Clark County

George Miller/Steve Todd National Weather Service

Mike McGuire, Metro  
Joy Tumbaga, Multnomah County  
Eric Dausman, KGW TV  
Tom Worden, OEM

## **Damage Assessment**

### **Workplan Element 4:**

#### ***Synopsis:***

Develop a system for determining impact and assessing damage following a major emergency to ensure citizen safety, effective resource allocation, timely disaster declaration and the implementation of recovery operations.

*The products for 1994-95 include:* (1) REMG-member jurisdictions will facilitate adoption of the ATC-20 (Applied Technology Council) procedures for the safety evaluation of buildings after an earthquake; and (2) At least one ATC-20 "train-the-trainer" course will be conducted.

#### ***Progress by July 1995:***

1. The State Building Codes Division is in the process of adopting ATC-20 as the statewide standard through a revision to the Oregon Administrative Rules. Adoption of a statewide standard will eliminate the need for a regional standard.
2. One ATC-20 "Train-the-Trainer" course will be conducted (to be done in early 1995.)

#### ***Additional Activities:***

The damage assessment system developed and tested by Washington County is being distributed to the member jurisdictions for their consideration as a standard system for the region.

#### ***Subcommittee Members:***

Gordon Booth, Washington County

Bob Kelly, Washington County Building Official

## Debris Removal

### Work Plan Element 5

#### *Synopsis:*

Develop a regional plan for disaster debris management plan for the entire REMG region.

*The product for 1994-95 includes:* Draft a disaster-related debris management program, including identification of temporary disposal sites, material recycling guidelines, hazardous materials considerations and procedures for permanent disposal.

#### *Progress by July 1995:*

1. Identified the existing Regional Solid Waste Advisory Committee (SWAC) and Metro Solid Waste Department staff as the parties primarily responsible for developing the plan with the assistance of REMG, owners of solid waste facilities, FEMA, U.S. Army Corps of Engineers, contractors and media.
2. Identified the process for reviewing and accepting the products of the primary planning team (Metro's solid waste staff will present relevant products of SWAC and its subcommittees to REMTEC and REMPAC for review and comments).
3. Developed plan goals and objectives that were included in the overall goals and objectives of the regional solid waste management plan.
4. Drafted an outline of the disaster debris management plan that includes goal development, debris prediction analysis, a resource inventory, identifying needs in response and recovery phases (such as on-site recycling, collection, hauling, storage/processing/transfer sites), evaluation of management alternatives, and developing record keeping forms and boilerplate contracts and implementation requirements.
5. Preliminary development of disaster debris amount prediction.
6. Expected to be completed by the end of FY 94/95 are a debris prediction analysis, an inventory of debris management resources and an identification of the response and recovery requirements of disaster management.

#### *Subcommittee Members:*

Gerry Uba, Metro (alternate: Scott Klag, Metro)  
Gordon Booth, Washington County  
Emilie Kroen, Tualatin  
Gerry Hubbard, US Army Corps of Engineers  
Ed Wilson, Oregon Department of Environmental Quality  
Russ Lawrence, Portland

# Incident Command Management

## Work Element 8

### *Synopsis:*

The Incident Command System's organizational structure forms the common response management base for all response agencies and most EOCs in the REMG area. The Regional ICS Steering Committee (RISC) was established in 1991 to ensure standard training and implementation, and to provide a forum for discussion related to the use of the Incident Command System. With the organization of the REMG, the relationship of the REMG to RISC needs to be defined.

*The products for 1994-95 include:* (1) Define the relationship between the Regional ICS Steering Committee and the REMG; (2) Review the available emergency resource management models, including Washington County's model; and (3) Establish a committee in each county to develop a county emergency resource management system. (Note: Product Two and Product Three were formerly part of Element Seven — Resource Management)

### *Progress by July 1995:*

1. The RISC Group has decided to remain a separate organization at this time, but affirmed its commitment to support and work with the REMG in all areas of common interest (most specifically training and the development of county and regional resource management structures).
2. An invitation-only advanced ICS class was held for Multnomah, Clackamas and Columbia counties to receive information on various emergency resource management systems, including the Area Command and Multi-Agency Coordination Group enhancements of the Incident Command System, and the Washington County model.
3. Each county has established a committee to consider emergency resource management models.

### *Subcommittee Members:*

Margaret Dimmick, Gresham

Dan Boss, Tualatin

Sherry Grandy, Beaverton/TVF&R

Casey Marley, Clackamas County

John DeFrance, Columbia County

## Public Education

### Work Elements 14 & 15

#### *Synopsis:*

Public education work elements involve educating the public to identify, prepare for and safely respond to potential disasters in our region and to disseminate and manage emergency response information in a unified, consistent manner.

*The FY 1994-95 products include:* (1) Develop and implement a consistent method of sharing the work and progress of the REMG with the public through the media; (2) Develop and disseminate a consistent message on an ongoing basis for individual and family preparedness strategies, including an annual April earthquake preparedness month campaign; (3) Create a model for neighborhood emergency preparedness and response; and (4) Develop standard sample public information for disaster response and recovery.

#### *Progress by July 1995:*

1. A description of the REMG has been added to the latest edition of *Before Disaster Strikes*, a booklet created by the Oregon Trail Chapter of the American Red Cross. The pamphlet has become the primary preparedness literature distributed by emergency managers in the region.
2. An insert to the packets sent to all schools in the region for earthquake awareness month (April) describes the REMG and publicizes the eagerness of the REMG members to work with schools to develop effective earthquake response plans.
3. Emergency managers have distributed the "Earthquake Preparedness Month for Schools" packets to all schools in their jurisdictions.
4. A new earthquake preparedness packet for preschools was created by the Red Cross with technical support from a REMTEC subcommittee. A pilot project, the packet will be distributed to 52 schools statewide and effectiveness will be evaluated to determine future production levels.
5. Copies of *Before Disaster Strikes* were produced in Braille and distributed to three Braille libraries in the region. The pamphlet was also translated into Spanish and distributed as requested to emergency managers for production.
6. An inventory of agencies and groups that provide disaster preparedness information has been compiled, providing a description of the specific services offered.
7. Portland Fire Bureau has developed a strong Neighborhood Team (NET) Program to recruit, train and support volunteers who will provide organized assistance to their neighbors following an earthquake. The Fire Bureau has provided information on the project to all emergency managers in the region.
8. Samples of emergency public information messages have been collected from the emergency managers in the region and other sources.

#### *Subcommittee members:*

Sue Patterson, Oregon Trail Chapter of the American Red Cross

George Houston, Portland

Rachel Jacky, Portland Fire Bureau

## Resource Management

### Work Element 17

#### *Synopsis:*

Develop an integrated system for the collection, coordination and utilization of resource information. This includes the promotion and facilitation of the development of a regional resource management system.

*Products for FY 1994-95 include:* (1) Identify resources to be included in a regional emergency resource inventory; and (2) REMG members will input regional resource inventory into standardized computer and hard-copy formats.

#### *Progress by July 1995:*

A pilot demonstration of a potential model for a regional resource management system will be conducted. The model will use components of existing database systems along with new and existing computer technology. The system will be developed so that jurisdictions can use or have access to all or parts of the system with commonly used computers. The system consists of three parts — a database of resources that exists in various jurisdictions, a geographic information system (GIS) that exists at Metro, and CD-ROM technology that is available in the market, but is not currently being used by most emergency management agencies.

The work includes:

1. Conversion of the existing resource databases to a format compatible with both IBM and Macintosh computers.
2. Conversion of some of Metro's GIS database maps to CD-ROM to be used on desktop PCs.
3. Research and documentation of how the resource database files may be used in conjunction with the CD-ROM GIS maps.

#### *Subcommittee members:*

Penny Malmquist, Multnomah County

Gerry Uba, Metro

Dave Drescher, Metro

Benjamin Rice, Metro

Than Nguyen, Portland Fire Bureau, Data Management

Bob Haas, Washington County, Dept. of Land Use and Transportation

Jim Munz, Multnomah County, Information Services

# **Regional Emergency Management Group**

## **1995-96 Proposed Work Plan**

**Regional Emergency Management Group  
Workplan Elements: Significant Products  
Fiscal Year 1995-96**

**Workplan Element 1: Administration**

- Product 1: Work with the State Office of Emergency Management and the Oregon Emergency Management Association to pass state legislation appropriating revenue to improve the statewide system. Work to ensure a portion of the funds provided through legislation may be allocated to the REMG and its member jurisdictions.
- Product 2: Identify legal and procedural steps required to allow REMG to apply for, receive and spend funds.
- Product 3: Prepare 1996-97 work plan.

**Workplan Element 2: Alert & Warning**

- Product 1: Adopt the regional Emergency Broadcast System (EBS) plan and incorporate new Emergency Alert System (EAS) procedures into the plan.

**Workplan Element 4: Damage Assessment**

- Product 1: Review existing damage assessment programs and recommend model program to REMTEC.
- Product 2: Promote adoption of the model system to REMG jurisdictions and train personnel from adopter agencies.

**Workplan Element 5: Debris Removal**

- Product 1: Evaluate disaster debris management alternatives.
- Product 2: Define information system requirements.
- Product 3: Define requirements for plan implementation (e.g. contract authority and intergovernmental agreement needs).

**Workplan Element 7: Exercise**

- Product 1: Preparations will be initiated for REMG participation in the state-sponsored Quakex96 scheduled for April 1996.
- Product 2: Develop a four-year timeline for REMG orientation, tabletop, functional and full-scale emergency exercises.

**Workplan Element 8: Incident Command Management**

- Product 1: Develop county models for incident command management that will serve as a foundation for the regional disaster management structure.
- Product 2: Develop a master employee exchange and mutual aid agreement.
- Product 3: Define an emergency worker identification standard for emergency access purposes in the region. Recommend adoption of the standard to public safety agencies.



**Workplan Element 9: Individual Assistance**

Product 1: In conjunction with the Oregon Chapter of the Volunteer Agencies Active in Disaster, develop procedures for managing volunteers responding to a regional emergency.

**Workplan Element 10: Judicial Issues**

Product 1: Establish a regional committee to investigate judicial issues related to emergency management. Prepare findings for inclusion in the REMG FY 96-97 workplan.

**Workplan Element 13: Mitigation**

Product 1: Continue development of model seismic safety land use regulations through participation in the Metro Advisory Committee on Mitigating Earthquake Damages (MACMED) committee.

Product 2: Sponsor a workshop on procedures to produce the federal disaster Hazard Mitigation Survey Team Report. Use proceedings as basis for the outline of a future regional disaster mitigation plan.

Product 3: Identify means to make available throughout the region the "QuakeSafe" material developed by the Portland Mayor's task force on small business non-structural hazard mitigation.

**Workplan Elements 14 & 15: Public Education**

Product 1: In conjunction with the Alert & Warning subcommittee, produce a series of public information messages that may be used after an earthquake. Distribute this product to broadcast media.

Product 2: Obtain corporate underwriting for production of *Before Disaster Strikes*.

**Workplan Element 17: Resource Management**

Product 1: Develop documentation for system use and schedule for implementation.

Product 2: Develop a budget for implementation.

Product 3: Describe alternatives for collection and processing of resource data.

**Workplan Element 19: Training**

Product 1: In conjunction with FEMA's Emergency Management Institute, produce an emergency management policy seminar for all REMG members. *Note Fall*

Product 2: Participate in project management training (REMTEC only).

**New Element: Disaster Mortuary**

Product 1: Establish a regional committee to investigate mortuary issues related to emergency management. Prepare findings for inclusion in REMG FY 96-97 workplan.

# **Regional Emergency Management Group**

## **Policy Issues**

**Regional Emergency Management Group  
Fiscal Year 1995-96**

***Policy Issues — Action Items***

**Workplan Element 1: Administration**

**Product 2:** Identify legal and procedural steps required to allow REMG to apply for, receive and spend funds.

- There is currently no mechanism in place for the Regional Emergency Management Group to accept and spend funds. All REMG activities are conducted with funds budgeted by member jurisdictions. There is no immediate project or program that will require an allocation of funds by the REMG. However, it is reasonable to anticipate that as the regional emergency management system evolves as a result of implementation of the annual work plan products, it will become desirable for the REMG to have a budgetary mechanism. For example, in the future a hypothetical emergency management project may be identified as desirable. An application by the REMG for grant funds to complete the project would carry more weight than an application by any single jurisdiction. At this time, no application could be made because no budgetary authority exists for the REMG.

This product will develop policy alternatives for consideration by the REMPAC during FY 1995-96.

**Workplan Element 2: Alert & Warning**

**Product 1:** Adopt the regional Emergency Broadcast System (EBS) plan and incorporate new Emergency Alert System (EAS) procedures into the plan.

- The regional EBS plan has traditionally been signed by the emergency managers of the counties and cities in the region. The EBS plan establishes who, how and why routine broadcast media programming is interrupted to provide the public warning and protective action information concerning an impending or expanding hazardous event. The REMTEC recommends that future revisions of the EBS plan be signed by the chair of REMG and the chair of the technical committee in addition to the emergency managers of the participating jurisdictions. This would ensure that the EBS plan has been reviewed by policy officials and emergency managers with regional responsibility.

This product would investigate the acceptance of REMG signature authority for the EBS plan by the State Office of Emergency Management and the Federal Communications Commission. If authorized, the final plan will be submitted to the REMG chairs for approval during FY 1995-96.

### Workplan Elements 14 & 15: Public Education

Product 2: Obtain corporate underwriting for production of *Before Disaster Strikes*.

- *Before Disaster Strikes* is the heart of the region's emergency preparedness effort. The publication has been produced and revised over the years by a collaborative effort of the Oregon Trail Chapter of the American Red Cross (OTC-ARC) and the region's emergency managers. The pamphlet is the document distributed widely in the region to improve the capability of individuals and families to survive disaster. Unfortunately, funding for continued editorial revision and printing is endangered. Local government and American Red Cross increasingly face revenue shortages. Over the years budget reductions have cut personnel, services and supplies at virtually all emergency management agencies. The loss of *Before Disaster Strikes* as public information is unacceptable. The publication provides an opportunity for the disparate agencies serving the various communities of the region to speak with one voice.

This product would authorize REMTEC members to use the "Regional Emergency Management Group" name in partnership with the OTC Red Cross to seek private sponsorship of the costs of production of *Before Disaster Strikes*. Donations would be made to OTC-ARC, or sponsorship payment would be made directly to the printer, thereby avoiding the need for obtaining the budgetary authority described in policy item number one above.

### Workplan Element 8: Incident Command Management

Product 2: Develop a master employee exchange and mutual aid agreement.

- A major disaster will disrupt transportation patterns, making it difficult or impossible for local governmental public safety personnel who commute long distances to report to their duty stations. Transportation routes could be disrupted for days. One alternative for emergency workers "stranded" from their duty station would be to allow them to report to the police or fire station nearest to their residence, regardless of jurisdiction. The receiving jurisdiction would register the employee as a "disaster service worker". The employing jurisdiction would be notified and have the option of providing alternative transportation for the employee or allowing him or her to work for the receiving jurisdiction until routes are cleared. This system would allow trained personnel to assist in the crucial early stages of regional disaster response, but raises at least two policy questions:
  1. Who pays employees who cannot report to their "home" duty station, but work in an emergency capacity for another jurisdiction?
  2. Are all jurisdictions willing and able to accept certification or position standards for certain public safety worker classifications (e.g. law enforcement, EMS, etc.) from other jurisdictions or other certification authorities?

This product would direct the REMTEC to develop (perhaps in conjunction with the Oregon Office of Emergency Management) a master mutual aid agreement to address these issues.

**Workplan Element 8: Incident Command Management**

**Product 3:** Define an emergency worker identification standard for emergency access purposes in the region. Recommend adoption of the standard to public safety agencies.

- There is currently no regional standard for emergency worker identification. In a disaster, it is likely that public safety officials will establish emergency access points at certain locations to limit ingress or egress to emergency personnel or essential traffic only. Workers for critical facilities (e.g. hospitals, utility companies, etc.) may be impeded without a regionally recognized standard for emergency identification. REMTEC members recommend that the regional identification standard for emergency workers consist of a photographic identification card issued by the employer or volunteer agency, or a signature identification card issued by the employer or volunteer agency in conjunction with a driver's license.

This product will result in the REMG requesting adoption of the REMTEC recommendation by law enforcement, fire, public works and other public safety agencies in the region.

MEETING DATE: MAY 25 1995  
AGENDA NO.: R-19

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT:

BOARD BRIEFING

Date Requested:

Amount of Time Needed:

REGULAR MEETING

Date Requested: May 25, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Non-Departmental

DIVISION: Emergency Management

CONTACT: Penny Malmquist

TELEPHONE #: 251-2466

BLDG/ROOM#: 313/204

PERSON(S) MAKING PRESENTATION: Penny Malmquist

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Approval of the intergovernmental agreement between the City of Portland, Multnomah County and Union Pacific Railroad for 800 MHZ simulcast radio services.

5/26/95 ORIGINALS TO JOY TUMBAGA

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

Beverly Stein

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY CLERK  
1995 MAY 16 PM 3:52  
MULTNOMAH COUNTY  
OREGON

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: PENNY MALMQUIST  
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: May 10, 1995

REQUESTED PLACEMENT DATE: May 25, 1995

RE: Intergovernmental Agreement between the City of Portland (City), Multnomah County (County) and the Union Pacific Railroad (UPRR) for 800 MHZ radios, simulcast and trunking radio services.

I. Recommendation/Action Requested:

Approval of Intergovernmental Agreement.

II. Background/Analysis:

The City of Portland and Motorola communications entered an agreement that will enable the city to provide a complete 800 MHZ, simulcast trunking Radios system. Union Pacific Railroad has requested use of two Spectra MTS 2000 Series II Radios, two chargers and two extra batteries from Multnomah County for a two year period. The radios will to be used by UPRR Police Officers for law enforcement purposes.

It is in the public interest to provide the radios to UPRR, because in exchange for use of the radios, UPRR agrees to allow the City's Communications Division access to the UPRR microwave towers for radio equipment.

III. Financial Impact:

None.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

None.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

City of Portland.





MULTNOMAH COUNTY OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 500036

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-19</u> DATE <u>5/25/95</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>

Department NON DEPARTMENT Division EMERGENCY MANAGEMENT Date MAY 10, 1995Contract Originator PENNY MALMQUIST Phone 251-2466 Bldg/Room 313/204Administrative Contact JOY TUMBAGA Phone 251-2468 Bldg/Room \_\_\_\_\_Description of Contract IGA between the City of Portland, Multnomah County, and Union Pacific Railroad for 800 mhz radios simulcast and trunking radio services.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Portland

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_

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

Effective Date \_\_\_\_\_

Termination Date \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_

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

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

Total Amount of Agreement \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

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

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date May 10, 1995

Date \_\_\_\_\_

Date May 16, 1995Date May 25, 1995

Date \_\_\_\_\_

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

AGREEMENT

FOR

800 MHZ, SIMULCAST AND TRUNKING RADIO SERVICES

This is an Agreement entered into between the City of Portland (City), Multnomah County (County) and Union Pacific Railroad UPRR).

RECITALS:

1. On June 5, 1992, the City and Motorola Communications and Electronics, Inc. (Motorola) entered into an agreement that will enable the City to provide a complete 800 MHZ, Simulcast Trunking Radio System.

2. The City is willing to provide the UPRR access to the City's radio system and to provide maintenance of the portable and mobile radio units, mobile data terminals and control stations (desk top radios), on the conditions set forth in this Agreement.

3. The City is willing to provide UPRR radio access on the conditions set forth in this Agreement.

4. The County finds it is in the public's interest to provide two Spectra MTS 2000 Series II Radios, two chargers and two extra batteries to UPRR Police Officers for law enforcement purposes.

5. The County further finds it is in the public interest to provide the radios to UPRR, because in exchange for use of the radios, UPRR agrees to allow the City's Communications Division access to the UPRR microwave towers for radio equipment.

**AGREEMENT:**

**1. SCOPE OF CITY SERVICES:**

(a) Access. The City shall provide the UPRR complete access to the City's radio system for the use of UPRR's portable and mobile radio units, mobile data terminals and control stations. As compensation for the radio system, access to be provided by the City, UPRR shall pay the City the compensation set out below in paragraph 2(a)(1).

All radios and control stations must be SmartZone compatible before being granted system access.

(b) Maintenance. The City shall maintain each of UPRR's portable radio units, mobile radio units, mobile data terminals and control stations (desk top radios) for the compensation set forth in paragraph 2 (a). Maintenance shall include all repairs to the units, including parts, except portable batteries.

(1) UPRR must transport all portable radio units, mobile radio units and mobile data terminals to and from the City's radio repair shop for maintenance. Control station units (desk top radios) will be serviced at their locations.

(2) Maintenance shall include initial programming and subsequent programming required to maintain identification number/unit affiliation. Maintenance does not include initial mobile installation nor does maintenance include future talk group or software feature changes to UPRR's portable or mobile radios.

(3) Maintenance includes after hours and holiday emergency service on non-redundant life/critical equipment such as dispatch consoles, if contracted with the City of Portland.

(4) Portland will afford UPRR the ability to obtain installation of 800 MHz equipment, (radio and MDT only) at the current shop rate of \$69.00 per hour prior to June 30, 1995 and \$71.00 per hour after June 30, 1995. Prior to the start of installation the City will provide UPRR a cost estimate on all standard installations for approval. All unusual installations will be priced at time and materials at the current shop rate.

(c) Bi-Directional Amplifiers (BDA) All BDA installations must be approved by the City of Portland before installation. After approval and during the initial installation of the Bi-Directional Amplifier (BDA) system, by UPRR, and in the event that the radio frequency interference should result from this installation, UPRR shall be responsible for immediately ceasing operation,

disconnecting and eliminating the interference to the satisfaction of the City before resuming operation.

After initial installation in case interference results from UPRR's operation of this equipment, the City may order corrective measures to be taken immediately and interference eliminated within five (5) days from receipt of notice. In the event operation of equipment or of actions by UPRR renders the City's equipment unusable, UPRR, upon notification by the City, shall immediately cease such operations or actions. The UPRR will be responsible and will assume the cost of the corrective measures needed to eliminate the interference or modify it to the satisfaction of the City.

(d) Security Talkgroup security relates to portable and mobile radio units, mobile data terminal and control stations programmed with talkgroups, other than UPRR's talkgroups, may not be loaned, issued or assigned on a permanent or temporary basis to any organizations. A written authorization is required by the organization for which the talkgroup is assigned and the City of Portland's 800 MHz System Manager. Radio programming security indicates that no radio service software (RSS) modifications can be made to the portable and mobile radio units, mobile data terminal and control stations or central electronic bank (CEB) consoles without the written approval of the City of Portland's 800 MHz System Manager. These modifications include the system ID number, radio ID number, control channels, connect tones, call alert

parameters, secure parameters, emergency options, radio wide options, trunking wide options, preferred site tables, conventional channels or any present or future options in future RSS software releases. UPRR will be responsible and will assume the cost of the corrective measures needed to eliminate system problems due to any unauthorized radio software modifications.

Radio software is considered confidential information. Talkgroup decimal/hexadecimal ID's and template information provided to UPRR for the template design process is considered confidential information. If UPRR makes an unauthorized disclosure of confidential information, the City may terminate this agreement on giving ten days written notice of its intent to terminate.

(e) UPRR is responsible for portable and mobile radio units, mobile data terminals, control stations and dispatch console training. The City of Portland will provide one (1) "Train the Trainer" class for UPRR training personnel. The success of the 800 MHz system and the safety of personnel depends upon user training.

## 2. COMPENSATION

(a) The UPRR will pay the City for services provided as follows:

(1) For access to the City's radio system, the sum of \$240 per year for each portable and mobile radio

unit, mobile data terminal and control station for which the City provides access.

(2) For maintenance of each such unit used for public safety functions, the UPRR shall pay the City \$190.00 per unit per year.

(3) The cost of the initial programming of each such unit shall be included in the maintenance fee for the unit or if no maintenance agreement a fee of \$50 per radio will be charged for programming.

Subsequent reprogramming required to maintain equipment identification number/unit affiliation or by way of a customer requested template change, that change will be \$50 per radio. Console reprogramming will be done at the hourly shop rate of \$69.00 per hour until June 30, 1995 and \$71.00 per hour after June 30, 1995.

(4) The foregoing charges shall remain in effect through June 30, 1996. Portland reserves the right to increase or decrease the maintenance fees set forth above at the end of this period. Before changing the maintenance fees, the City shall give the UPRR at least six months notice of the City's intention to change the maintenance charges.

(5) Access and maintenance charges shall be pro-rated on a monthly basis.

3. BILLING AND PAYMENT PROCEDURE

The City shall bill the City UPRR for charges for access and maintenance under this Agreement as follows:

<u>EQUIPMENT</u>	<u># OF UNITS</u>	<u>ACCESS CHARGE</u>	<u>TOTAL AMOUNT</u>
<u>Portables</u>	<u>2 <sup>new</sup> 5.4-95</u>	<u>                    </u>	<u>                    </u>
<u>Mobiles</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>Control Stations</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

Billing will take place on the 1st day of each month, and the UPRR will pay on or before 30 days thereafter. However, agencies also have the option to pay yearly. If payment is not received 45 days after Invoice date, a late fee of 1 1/2% per month will be added. Failure to pay can result in termination of access to the system.

Upon signed receipt of programmed portable and mobile radio units, mobile data terminals and control stations (desk top radios), access charges and maintenance fees will begin.

4. RADIO EQUIPMENT

Multnomah County Emergency Management Services will provide two portable radios, two chargers and two extra batteries to UPRR for law enforcement purposes for a period of two years, effective as of the date of this signed Agreement. During the two year period of this Agreement UPRR will be responsible for any repair or replacement of said radios other than normal wear and tear.

If UPRR purchases new portable radios, chargers, and batteries during the term of this Agreement UPRR shall be



allowed to keep the radios provided by the County and the new equipment shall be provided to the County free of charge. Any such new radio, chargers, and batteries shall be the same make and model as the County provided equipment or a reasonable facsimile replicating the features of the original County equipment. Multnomah County Emergency Management will continue ownership of the two portable radios and UPRR will pay the City for access and maintenance costs for those two portable radios. Notwithstanding Section 4, UPRR shall return one or both portable radios to the County within 10 days of the County's demand for the return of the equipment.

5. MICROWAVE TOWER ACCESS

UPRR will provide the City's Communication Division access to the UPRR microwave towers for their radio repeaters for the duration of this Agreement.

6. EFFECTIVE AND TERMINATION DATES

This Agreement shall be in effect as of the date of its execution and shall continue in force until terminated as set forth in the following paragraph:

Either party may terminate this Agreement upon giving written notice of termination to the other party not less than six months prior to the date of cancellation which shall be set forth in the notice.

The access/maintenance charges set out in paragraph 2(A) shall remain in effect through June 30, 1996. The City reserves the right to increase or decrease the access,

maintenance, and installation fees, at the end of this period, or may be adjusted after system usage data is collected. Before changing the access charges, the City shall give the UPRR at least six months notice of the City's intention to change the compensation.

7. INDEMNIFICATION

Subject to any Oregon constitutional limitations and the provisions of ORS 30.260 to 30.300, each party to the Agreement will defend, save harmless and indemnify the other from any liability to any third party arising solely out of the negligent acts of its officers, employees or agents in the performance of this Agreement.

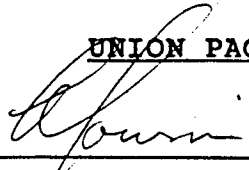
8. AMENDMENTS

This Agreement may be amended only by written agreement of the parties.

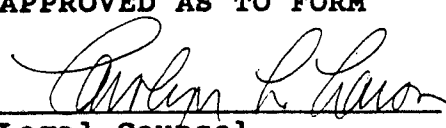
9. INTEGRATION

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions and agreements.

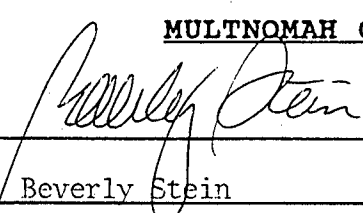
UNION PACIFIC RAILROAD

By:   
Name: THOMAS T. MORRISON  
Title: SA. SPECIAL AGENT SUPERVISOR  
Date: 5/4/95

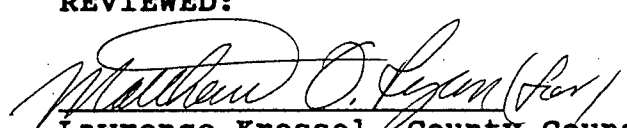
APPROVED AS TO FORM

  
Legal Counsel  
Date: 5-4-95

MULTNOMAH COUNTY

By:   
Name: Beverly Stein  
Title: Commission Chair  
Date: May 25, 1995

REVIEWED:

  
Lawrence Kressel, County Counsel  
for Multnomah County of Oregon

Date: May 16, 1995

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-19 DATE 5/25/95  
DEB BOGSTAD  
BOARD CLERK

CITY OF PORTLAND

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF PORTLAND

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

800MHz.nlb/iga