



MULTNOMAH COUNTY OREGON

BOARD CLERK

OFFICE OF BEVERLY STEIN, COUNTY CHAIR
1120 SW FIFTH AVENUE, SUITE 1515
PORTLAND, OREGON 97204-1914
TELEPHONE • (503) 248-3277
FAX • (503) 248-3013

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

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

AGENDA

FOR THE WEEK OF

AUGUST 4, 1997 - AUGUST 8, 1997

Thursday, August 7, 1997 - 9:30 AM - Regular Meeting Page 2

Thursday, August 7, 1997 - 11:10 AM - Board Briefing Page 6

Thursday Meetings of the Multnomah County Board of Commissioners are *cable-cast* 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 BOARD CLERK AT (503) 248-3277, OR MULTNOMAH COUNTY TDD PHONE (503) 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

Thursday, August 7, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

REGULAR MEETING

CONSENT CALENDAR

DISTRICT ATTORNEY'S OFFICE

- C-1 Amendment 1 to Intergovernmental Agreement 201115 with Washington County, Providing Morgue Pathology Services through December 31, 1997
- C-2 Renewal of Intergovernmental Agreement 500266 with the State of Oregon Services to Children and Families, Funding the Termination of Parental Rights Program for 1997-99

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- C-3 Renewal of Intergovernmental Revenue Agreement 700268 with Portland Public Schools, Funding Educational Services for High-Risk Juvenile Offenders Served through the Albina Youth Opportunity School Genesis Program
- C-4 Intergovernmental Revenue Agreement 700747 with Clatsop County, for Utilization of One Bed Space for the Detention of Youth Referred to the Clatsop County Juvenile Justice System

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-5 Intergovernmental Agreement 100378 with the Housing Authority of Portland, Funding Construction of Project Open Door, a Housing Facility for Low Income Persons with AIDS
- C-6 Amendment 1 to Intergovernmental Revenue Agreement 101618 with Oregon State Mental Health Division, Adding Special Projects and Personal Care Nursing Services to the Biennial Agreement

- C-7 Renewal of Intergovernmental Revenue Agreement 102248 with the State of Oregon Services to Children and Families, Funding the Midtown Branch Family Support Team Project
- C-8 Renewal of Intergovernmental Revenue Agreement 102258 with the State of Oregon Services to Children and Families, Funding the East Branch Family Support Team Project
- C-9 Renewal of Intergovernmental Agreement 102388 with the City of Fairview, for Community Development Block Grant Program Urban County Re-qualification for 1998-2000
- C-10 Renewal of Intergovernmental Agreement 102398 with the City of Lake Oswego, for Community Development Block Grant Program Urban County Re-qualification for 1998-2000
- C-11 Renewal of Intergovernmental Agreement 102408 with the City of Maywood Park, for Community Development Block Grant Program Urban County Re-qualification for 1998-2000
- C-12 Renewal of Intergovernmental Agreement 102418 with the City of Troutdale, for Community Development Block Grant Program Urban County Re-qualification for 1998-2000
- C-13 Renewal of Intergovernmental Agreement 102428 with the City of Wood Village, for Community Development Block Grant Program Urban County Re-qualification for 1998-2000

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-14 ORDER Authorizing Execution of Deed D981503 Upon Complete Performance of Contract 15694 with Hien Trang Wyckoff and Jeffrey Wyckoff
- C-15 ORDER Authorizing Execution of Deed D981504 Upon Complete Performance of Contract 15455 with Arthur L. Jenkins and Lillian Jenkins
- C-16 ORDER Authorizing Execution of Deed D981506 Upon Complete Performance of a Contract with Robert R. Groce

- C-17 ORDER Authorizing Execution of Deed D981507 Upon Complete Performance of a Contract with Eva Walters
- C-18 ORDER Authorizing Execution of Deed D981509 Upon Complete Performance of a Contract with Freddie Fletcher
- C-19 ORDER Authorizing Execution of Deed D981510 for Completion of Real Estate Purchase and Sale Agreement of Tax Foreclosed Property with Penny L. Shepperd and Michelle A. Shepperd

SHERIFF'S OFFICE

- C-20 Renewal of Intergovernmental Agreement 800398 with the Oregon State Marine Board to Conduct River Patrol Marine Law Enforcement Activities on Multnomah County Waterways
- C-21 Intergovernmental Agreement 800408 with the City of Portland to Execute a Special Written Appointment to Larry D. Siewert Pursuant to Oregon Law

REGULAR AGENDA

PUBLIC COMMENT

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

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-2 Renewal of Intergovernmental Agreement 102338 with Portland Community College, Providing Employment Services, Employment Start Up Funds, and Vocational Transportation Services for Persons with Developmental Disabilities

SHERIFF'S OFFICE

- R-3 RESOLUTION Establishing a Jail Population Management Plan for the Multnomah County Detention Center

DEPARTMENT OF SUPPORT SERVICES

- R-4 Amendment to 1992-1995 Agreement with Multnomah County Employee Union Local 88, AFSCME, AFL-CIO, as Amended December 7, 1994 and Extended through June 30, 1998, Regarding Reclassification of Sheriffs Operations Technicians and Sheriffs Operations Technician Supervisor

NON-DEPARTMENTAL

- R-5 ORDER Providing a Grant and Bridge Loan to the Hacienda Community Development Corporation to Allow for a Down Payment for a Land Purchase to Fulfill Villa de Clara Vista Revitalization Master Plan
- R-6 Budget Modification NOND 2 Requesting a \$6,911 General Fund Contingency Transfer to Budget Salary Increases for County Commissioners and the County Auditor as Required by Resolution 96-108 and Multnomah County Charter 8.10(2)

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-7 FINAL ORDER and Adoption of Findings and Conclusions in Land Use Planning Case SEC 3-97 to DENY the Application and REVERSE the June 1, 1997 Hearings Officer Decision and the March 11, 1997 Planning Director's Decision Regarding a Significant Environmental Concern Permit for a Single Family Dwelling in a Wildlife Habitat Area
- R-8 Second Reading of an ORDINANCE Adopting the Sauvie Island Multnomah Channel Rural Area Plan, a Portion of the Multnomah County Comprehensive Framework Plan

DISTRICT ATTORNEY'S OFFICE

- R-9 Intergovernmental Agreement 500308 with the City of Troutdale, Implementing the Public Safety Bond Technology Program via a Police Records Management System Upgrade and Interface Program
- R-10 Intergovernmental Agreement 500318 with the State of Oregon Judicial Department, Fourth Judicial District, Implementing the Public Safety Bond Technology Program via an Advanced Office Automation and Groupware Project

- R-11 Intergovernmental Agreement 500328 with the City of Portland Police Bureau, Implementing the Public Safety Bond Technology Program via a Laptop Mobile Digital Terminals (MDT) Report Writing Demonstration Project and Hostage Negotiation Team Van and Computer Crime Unit Software
- R-12 Intergovernmental Agreement 500338 with the City of Gresham Police Department, Implementing the Public Safety Bond Technology Program via a Police Records Management System Upgrade and Interface Program, Installation of an X-Imaging System, and a Court Coordinating Interface System Project
- R-13 Intergovernmental Agreement 500348 with the City of Fairview Police Department, Implementing the Public Safety Bond Technology Program via a Police Records Management System Upgrade and Interface Program
-

Thursday, August 7, 1997 - 11:10 AM

(OR IMMEDIATELY FOLLOWING REGULAR MEETING)

Portland Building, Second Floor Auditorium

1120 SW Fifth Avenue, Portland

BOARD BRIEFING

- B-1 Board Policy Discussion Regarding Multnomah County Assessment and Taxation Division Staffing and Budget. Presented by Larry Nicholas, Kathy Tuneberg and Bob Ellis. 30 MINUTES REQUESTED.

ANNOTATED MINUTES

Thursday, August 7, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:32 a.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley, 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-21)
WAS UNANIMOUSLY APPROVED.**

DISTRICT ATTORNEY'S OFFICE

- C-1 Amendment 1 to Intergovernmental Agreement 201115 with Washington County, Providing Morgue Pathology Services through December 31, 1997
- C-2 Renewal of Intergovernmental Agreement 500266 with the State of Oregon Services to Children and Families, Funding the Termination of Parental Rights Program for 1997-99

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- C-3 Renewal of Intergovernmental Revenue Agreement 700268 with Portland Public Schools, Funding Educational Services for High-Risk Juvenile Offenders Served through the Albina Youth Opportunity School Genesis Program
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DEPARTMENT OF ENVIRONMENTAL SERVICES

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ORDER 97-153.

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ORDER 97-154.

- C-16 ORDER Authorizing Execution of Deed D981506 Upon Complete Performance of a Contract with Robert R. Groce

ORDER 97-155.

- C-17 ORDER Authorizing Execution of Deed D981507 Upon Complete Performance of a Contract with Eva Walters

ORDER 97-156.

- C-18 ORDER Authorizing Execution of Deed D981509 Upon Complete Performance of a Contract with Freddie Fletcher

ORDER 97-157.

- C-19 ORDER Authorizing Execution of Deed D981510 for Completion of Real Estate Purchase and Sale Agreement of Tax Foreclosed Property with Penny L. Shepperd and Michelle A. Shepperd

ORDER 97-158.

SHERIFF'S OFFICE

- C-20 Renewal of Intergovernmental Agreement 800398 with the Oregon State Marine Board to Conduct River Patrol Marine Law Enforcement Activities on Multnomah County Waterways
- C-21 Intergovernmental Agreement 800408 with the City of Portland to Execute a Special Written Appointment to Larry D. Siewert Pursuant to Oregon Law

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.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-2 Renewal of Intergovernmental Agreement 102338 with Portland Community College, Providing Employment Services, Employment Start Up Funds, and Vocational Transportation Services for Persons with Developmental Disabilities

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-2. COMMISSIONER SALTZMAN ADVISED HE WOULD ABSTAIN FROM VOTING DUE TO HIS POSITION ON THE PCC BOARD. AGREEMENT APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE AND COMMISSIONER SALTZMAN ABSTAINING.

SHERIFF'S OFFICE

- R-3 RESOLUTION Establishing a Jail Population Management Plan for the Multnomah County Detention Center

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. SHERIFF DAN NOELLE INTRODUCED JACQUIE WEBER AND TOM SIMPSON. SHERIFF NOELLE EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. MS. WEBER RESPONSE TO BOARD QUESTIONS. BOARD AND SHERIFF NOELLE ACKNOWLEDGED EFFORTS OF DAVE CHAMBERS. RESOLUTION 97-159 UNANIMOUSLY APPROVED.

DEPARTMENT OF SUPPORT SERVICES

- R-4 Amendment to 1992-1995 Agreement with Multnomah County Employee Union Local 88, AFSCME, AFL-CIO, as Amended December 7, 1994 and Extended through June 30, 1998, Regarding Reclassification of

Sheriffs Operations Technicians and Sheriffs Operations Technician Supervisor

CHAIR STEIN ADVISED THE UNION REQUESTED THAT THIS AGREEMENT BE POSTPONED TO A LATER DATE. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, AGREEMENT UNANIMOUSLY POSTPONED INDEFINITELY.

NON-DEPARTMENTAL

- R-5 ORDER Providing a Grant and Bridge Loan to the Hacienda Community Development Corporation to Allow for a Down Payment for a Land Purchase to Fulfill Villa de Clara Vista Revitalization Master Plan

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. COMMISSIONER SALTZMAN AND DANNY LUCERO EXPLANATION AND RESPONSE TO BOARD COMMENTS IN SUPPORT. ORDER 97-160 UNANIMOUSLY APPROVED.

- R-6 Budget Modification NOND 2 Requesting a \$6,911 General Fund Contingency Transfer to Budget Salary Increases for County Commissioners and the County Auditor as Required by Resolution 96-108 and Multnomah County Charter 8.10(2)

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. CHING HAY EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-7 FINAL ORDER and Adoption of Findings and Conclusions in Land Use Planning Case SEC 3-97 to DENY the Application and REVERSE the June 1, 1997 Hearings Officer Decision and the March 11, 1997 Planning Director's Decision Regarding a Significant Environmental Concern Permit for a Single Family Dwelling in a Wildlife Habitat Area

COUNTY COUNSEL SANDRA DUFFY EXPLANATION AND RESPONSE TO BOARD

**QUESTIONS REGARDING THE TWO ORDER
OPTIONS BEFORE THE BOARD TODAY. MS.
DUFFY ADVISED COMMISSIONER HANSEN
WOULD NOT VOTE TODAY AS HE DID NOT
PARTICIPATE IN THE DE NOVO HEARING.
FOLLOWING BOARD DISCUSSION AND UPON
MOTION OF COMMISSIONER KELLEY, SECONDED
BY COMMISSIONER COLLIER, "LAND USE
PLANNING CASE SEC 3-97 DENY THE
APPLICATION AND REVERSE THE JUNE 1, 1997
HEARINGS OFFICER DECISION AND THE MARCH
11, 1997 PLANNING DIRECTOR'S DECISION OF
APPROVAL" FINAL ORDER 97-161 WAS
APPROVED, WITH COMMISSIONERS KELLEY,
COLLIER, SALTZMAN AND STEIN VOTING AYE,
AND COMMISSIONER HANSEN ABSTAINING.**

R-8 Second Reading of an ORDINANCE Adopting the Sauvie Island
Multnomah Channel Rural Area Plan, a Portion of the Multnomah County
Comprehensive Framework Plan

**ORDINANCE READ BY TITLE ONLY. COPIES
AVAILABLE. COMMISSIONER SALTZMAN MOVED
AND COMMISSIONER COLLIER SECONDED,
APPROVAL OF SECOND READING AND
ADOPTION. GORDON HOWARD EXPLANATION
AND RESPONSE TO BOARD QUESTIONS.
COMMISSIONER COLLIER MOVED, SECOND BY
COMMISSIONER KELLEY, AN AMENDMENT TO
THE NON-CONFORMING USE AS RECOMMENDED
BY METRO. DONNA MATRAZZO, JULIE
CLEVELAND, BILL CASSELMAN AND GINGER
CURTIS TESTIMONY IN SUPPORT OF PROPOSED
AMENDMENT. DON CARLSON, GORDON
HOWARD AND SANDRA DUFFY EXPLANATION
AND RESPONSE TO BOARD QUESTIONS AND
DISCUSSION. COMMISSIONER COLLIER MOVED
AND COMMISSIONER KELLEY SECONDED,
AMENDMENT TO AMENDMENT. MS. DUFFY AND
KATHY BUSSE RESPONSE TO BOARD QUESTIONS
AND DISCUSSION. COLLIER AMENDMENT
UNANIMOUSLY APPROVED. FOLLOWING
DISCUSSION AND UPON MOTION OF**

COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, DUFFY SUGGESTED LANGUAGE AMENDMENT UNANIMOUSLY APPROVED. FOLLOWING DISCUSSION, SECOND AMENDMENT UNANIMOUSLY APPROVED. FOLLOWING SUGGESTION OF MR. HOWARD AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, 27A POLICY AMENDMENT UNANIMOUSLY APPROVED. COMMISSIONER SALTZMAN COMMENTS IN SUPPORT OF PROCESS AND EFFORTS OF STAFF AND CITIZENS. SECOND READING UNANIMOUSLY APPROVED, AS AMENDED. THIRD READING THURSDAY, AUGUST 28, 1997.

DISTRICT ATTORNEY'S OFFICE

- R-9 Intergovernmental Agreement 500308 with the City of Troutdale, Implementing the Public Safety Bond Technology Program via a Police Records Management System Upgrade and Interface Program
- R-10 Intergovernmental Agreement 500318 with the State of Oregon Judicial Department, Fourth Judicial District, Implementing the Public Safety Bond Technology Program via an Advanced Office Automation and Groupware Project
- R-11 Intergovernmental Agreement 500328 with the City of Portland Police Bureau, Implementing the Public Safety Bond Technology Program via a Laptop Mobile Digital Terminals (MDT) Report Writing Demonstration Project and Hostage Negotiation Team Van and Computer Crime Unit Software
- R-12 Intergovernmental Agreement 500338 with the City of Gresham Police Department, Implementing the Public Safety Bond Technology Program via a Police Records Management System Upgrade and Interface Program, Installation of an X-Imaging System, and a Court Coordinating Interface System Project
- R-13 Intergovernmental Agreement 500348 with the City of Fairview Police Department, Implementing the Public Safety Bond Technology Program via a Police Records Management System Upgrade and Interface Program

**MICHAEL SCHRUNK AND TOM SIMPSON
EXPLANATION. COMMISSIONER KELLEY MOVED
AND COMMISSIONER COLLIER SECONDED,
APPROVAL OF R-9 THROUGH R-13. MR. SCHRUNK
RESPONSE TO BOARD COMMENTS IN SUPPORT.
AGREEMENTS UNANIMOUSLY APPROVED.**

*The regular meeting was adjourned and the briefing convened at 11:28
a.m.*

Thursday, August 7, 1997 - 11:10 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

- B-1 Board Policy Discussion Regarding Multnomah County Assessment and
Taxation Division Staffing and Budget. Presented by Larry Nicholas,
Kathy Tuneberg and Bob Ellis.

**KATHY TUNEBERG, LARRY NICHOLAS AND BOB
ELLIS PRESENTATION AND RESPONSE TO BOARD
QUESTIONS, DISCUSSION AND COMMENTS IN
SUPPORT.**

*Chair Stein was excused at 11:34 a.m. and Commissioner Collier was
excused at 11:45 a.m.*

There being no further business, the briefing was adjourned at 11:58 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad

MEETING DATE: AUG 07 1997
AGENDA NO: C-1
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amended IGA with Washington County to provide morgue pathology services to Washington County through December 31, 1997.

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: 8/7/97

AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney

DIVISION: Medical Examiner

CONTACT: Tom Simpson

TELEPHONE #: 248-3863

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (consent calendar item)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amended IGA with Washington County to provide morgue pathology services to Washington County Washington County through December 31, 1997.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

8/8/97 originals to Tom Simpson

BOARD OF
COUNTY COMMISSIONERS
97 JUL 28 AM 10:31
MULTNOMAH COUNTY
OREGON



MICHAEL D. SCHRUNK, District Attorney for Multnomah County

600 County Courthouse • Portland, Oregon 97204 • (503) 248-3162 • FAX (503) 248-3643

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Michael D. Schrunk
DATE: July 23, 1997

REQUESTED PLACEMENT DATE: AUGUST 7, 1997

RE: Amended IGA with Washington County to provide morgue pathology services to Washington County through December 31, 1997.

1. **Recommendation/Action Requested:**
Approval

2. **Background/Analysis:**
The District Attorney's Office through the Medical Examiner's Office provides morgue pathology services to Washington County. This contract is effective December 20, 1994 through December 31, 1997.

3. **Financial Impact:**
An additional \$7,500 revenue will be added in order for Washington County to continue payments through December 31, 1997.

4. **Legal Issues:**
None

5. **Controversial Issues:**
None

6. **Link to Current County Policies:**
N/A

7. **Citizen Participation:**
N/A

8. **Other Government Participation:**
Washington County

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐ []

Contract # 20115

XPrior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached

Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>8/7/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: District Attorney Division: Medical Examiner Date: _____

Contract Originator: Bob Felton Phone: 248-3746 Bldg/Room: 315

Administrative Contact: Kathy Graham Phone: 248-5330 Bldg/Room: 101/600

Description of Contract: Provide morgue pathology services to Washington County

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

ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWBE ☐ ESB ☐ JQRF ☐ JNA ☐ JNone

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Washington County Oregon</u></p> <p>Mailing Address: <u>155 North First Avenue</u> <u>Hillsboro, OR 97124</u></p> <p>Phone: <u>693-4402</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>Upon execution (12/20/94)</u></p> <p>Termination Date: <u>Three years from effective date (12/19/97)</u></p> <p>Original Contract Amount: \$ <u>15,000 per annum/45,000 total</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ <u>7,500</u></p> <p>Total Amount of Agreement: \$ <u>52,500</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule/Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>3,750.00/quarter</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: [Signature] Date: 7-23-97

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: [Signature] Date: 7-28-97

County Chair/Sheriff: [Signature] Date: August 7, 1997 Contract Administration: _____

(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 DESCIP	AMOUNT	INC DEC
01	100	023	2483			2702			97/98 revenue	7,500	X
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT BETWEEN
MULTNOMAH COUNTY
AND
WASHINGTON COUNTY

Compensation

The parties agree to additional compensation of \$7,500. WASHINGTON COUNTY shall pay MULTNOMAH COUNTY an additional \$7,500 in order to continue to provide morgue services through December 31, 1997, per the terms of this contract..

WASHINGTON COUNTY, OREGON

By: _____
David Maertens
Senior Deputy County Administrator
Date: _____

Contractor I.D. Number

By: _____
Susan Irwin, Director, Health Department
Date: _____

REVIEWED:

By: _____
County Counsel for Washington County
Oregon
Date: _____

MULTNOMAH COUNTY, OREGON

By: _____
Beverly Stein, County Chair
Date: August 7, 1997

DISTRICT ATTORNEY OFFICE

By: _____
Tom Simpson, Management Assistant
Date: 7-24-97

REVIEWED:

THOMAS SPONSLER, County Counsel
for Multnomah County, Oregon

By: Sandra Coffey for
Matthew O. Ryan, Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 07 1997
AGENDA NO: C-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the District Attorney's office and Services to Children and Families for continued funding of the Termination of Parental Rights grant for 1997 - 1999.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: 8/7/97
AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: District Attorney DIVISION: Family Justice

CONTACT: Tom Simpson TELEPHONE #: 248-3863
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: (consent calendar item)

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between the District Attorney's Office and Services to Children and Families for continued funding of the Termination of Parental Rights grant for 1997 - 1999.

8/8/97 originals to Tom Simpson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: Ths S Sy

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD
COUNTY COMMISSIONERS
97 JUL 28 AM 10:31
MULTNOMAH COUNTY
OREGON



MICHAEL D. SCHRUNK, District Attorney for Multnomah County

600 County Courthouse • Portland, Oregon 97204 • (503) 248-3162 • FAX (503) 248-3643

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Michael D. Schrunk
DATE: July 25, 1997
RE: Intergovernmental Agreement between the District Attorney's Office and Services to Children and Families for continued funding of the Termination of Parental Rights grant for 1997 - 1999.

1. Recommendation/Action Requested:

Approval

2. Background/Analysis:

The District Attorney's Office provides legal consultation and processing, filing, and litigating of cases in Multnomah County Juvenile Court for the purpose of terminating parental rights to children who have been neglected, abused, or abandoned or for whom otherwise under Oregon law, termination of parental rights is appropriate.

3. Financial Impact:

This agreement provides \$980,456.00 new revenue to Multnomah County.

4. Legal Issues:

ORS 190 provides for intergovernmental agreements.

5. Controversial Issues:

None

6. Link to Current County Policies:

N/A

7. Citizen Participation:

N/A

8. Other Government Participation:

Department of Human Resources, State Office for Services to Children and Families

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X] Contract # 500266
 Prior-Approved Contract Boilerplate: Attached: Not Attached Amendment # 1

CLASS I <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000 <div style="text-align: center; border: 1px solid black; padding: 5px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>8/7/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>
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Department: District Attorney's Office Division: Family Justice Date: _____
 Contract Originator: Tom Simpson Phone: 248-3863 Bldg/Room: 101/600
 Administrative Contact: Kathy Graham Phone: 248-5330 Bldg/Room: 101/600
 Description of Contract: This is an intergovernmental agreement between the State of Oregon Services to Children and Families and the Multnomah County District Attorney's Office to fund the Termination of Parental Rights program for 1997-1999.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWBE ☐ JESB ☐ JQRF ☐ JN/A ☐ JNone
 Original Contract No. 500266 (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>SOSCF/DHR Contracts</u> Mailing Address: <u>500 Summer Street NE</u> <u>Salem, OR 97310-1004</u> Phone: <u>(503)-945-5656</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1997</u> Termination Date: <u>June 30, 1999</u> Original Contract Amount: \$ <u>860,080</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ <u>980,456</u> Total Amount of Agreement: \$ <u>1,840,536</u>	Remittance Address (if different) _____ _____ _____ Payment Schedule/Terms _____ <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>AS BILLED</u> <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>PER SCHEDULE</u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
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REQUIRED SIGNATURES:

Department Manager: <u>[Signature]</u>	Date: <u>7-25-97</u>
Purchasing Manager: _____	Date: _____
(Class II Contracts Only)	
County Counsel: <u>[Signature]</u>	Date: <u>7-28-97</u>
County Chair/Sheriff: <u>[Signature]</u>	Date: <u>August 7, 1997</u>
Contract Administration: _____	Date: _____
(Class I, Class II Contracts Only)	

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	023	2433			2323			TPR Revenue	980,456.00	
02											
03											

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

STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT

Agreement Number: **70804**

Date: June 19, 1997

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, State Office for Services to Children and Families, hereinafter referred to as the "Department" and **MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE** hereinafter referred to as the "Contractor or County". The Department's supervising representative for this Agreement is KELLY SHANNON.

Effective Date and Duration: This Agreement shall become effective on July 1, 1997 or on the date at which every party has signed this Agreement and, when required, the Department of Administrative Services and the Department of Justice have approved this Agreement, whichever date is later. This Agreement shall expire, unless otherwise terminated or extended, on June 30, 1999. However, such expiration shall not extinguish or prejudice Department's right to enforce this Agreement with respect to (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

Statement of Work: The statement of services to be performed and Agreement provisions are contained in the following documents which are attached hereto and are by this reference made a part of this Agreement:

<u>Document</u>	<u>Pages</u>		<u>Pages</u>
SCHEDULE	3	EXHIBIT I	1
GENERAL PROVISIONS	5		

Consideration: Department agrees to pay Contractor an amount not to exceed **\$980,456.00** for accomplishment of the work, including any allowable expenses. Interim payments shall be made to Contractor as outlined in the Agreement document entitled SCHEDULE.

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 the parties, including, when required, the Department of Administrative Services and the Department of Justice.

CONTRACTOR, BY EXECUTION OF THIS AGREEMENT HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY DATA AND CERTIFICATION

NAME: (tax filing): Multnomah County

ADDRESS: PO Box 14700, Portland, OR 97293-0700

Social Security # or Federal Tax I.D. # 93-6002309 Phone #: 248-3161 Fax #: 248-3643

Certification: The undersigned agrees to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein.

CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVAL

APPROVED BY THE COUNTY:

By: Beverly Stein Title: County Chair Date: August 7, 1997

State Office for Services to Children and Families:

By: _____ Title: _____ Date: _____

Reviewed by Contracts Officer: _____ Date: _____

Multnomah County District Attorney Office:

By: [Signature] Title: Management Assistant Date: 7-25-97

REVIEWED:

THOMAS SPONSER, County Counsel for Multnomah County, Oregon

By: Sandra Duff Title: Assistant County Counsel Date: 7-27-97

APPROVED MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-2 **DATE** 8/7/97

DEB BOGSTAD

BOARD CLERK

SCHEDULE

AGENCY: MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE Date: June 19, 1997

SECTION A RECITALS

1. The office of District Attorney of Multnomah County and the Department wish to cooperate for the purpose of providing legal consultation and processing, filing, and litigating cases in Multnomah County Juvenile court pursuant to relevant state law for the purpose of terminating parental rights to children who have been neglected, abused, or abandoned or for whom otherwise under Oregon law, termination of parental rights is appropriate.
2. The parties wish also to cooperate in providing legal consultation and training to the employees of the Department for the purpose of appropriately processing and preparing parental termination cases for trial.
3. The parties wish to minimize the amount of time necessary to prepare and process parental termination cases for trial.

SECTION B SERVICES TO BE PERFORMED

1. The Contractor shall provide the services of 3.0 full-time equivalent (FTE) Deputy District Attorneys ; 1.5 FTE Legal Investigator; 1.5 FTE Secretary, and 10% of the Senior Deputy District Attorney to provide legal consultation and to prepare and present termination of parental rights cases.
2. The Contractor shall limit the scope of legal services to termination of parental rights and permanent planning issues.
3. The Contractor agrees to accept for litigation only written referrals for termination of parental rights cases that have been reviewed and approved for referral by the respective branch manager or supervisor designee. A referral for litigation of any case other than a termination of parental rights case is a program exception and will not be accepted without the approval of the Department Central Office Permanent Planning consultant.
4. The Contractor agrees to provide a timely response to Department Legal Assistance referrals. Within 30 calendar days of receiving an approved referral the assigned attorney will either file a petition for termination of parental rights or notify the department manager in writing of the reason the petition can not be filed within the established time limit.
5. The Contractor agrees to provide timely reports to the department reflecting the current status of each referral accepted for litigation upon request.
6. The Contractor agrees to submit to the department for each child served, 3 certified copies of each termination order (2 copies to Department Adoption Services, 2nd Floor, 500 Summer Street, N.E., Salem, Oregon, 97310-1017; 1 copy to the respective Multnomah branch office.)
7. The Contractor will participate with the Department in regular reviews of the operation of the Legal Assistance Program and take corrective actions if needed to fulfill the purpose of this contract. Key staff involved in the administration of the contract will confer as outlined in the attached Exhibit I, which by this reference is made a part of this contract.

SECTION C CONSIDERATION

1. As consideration for the services provided by the Contractor during the period beginning July 1, 1997 and ending June 30, 1999, payment shall be subject to the provisions of ORS 293.462 (payment of overdue account charges) the Department will pay to the Contractor, by check(s), an amount not to exceed \$980,456.00.00. to be paid as follows:
 - a. During the period beginning July 1, 1997 and ending June 30, 1998, an amount not to exceed \$460,416.00 paid at the rate of \$38,368.00 per month for a maximum of 12 months for staff legal services.
 - b. During the period beginning July 1, 1998 and ending June 30, 1999, an amount not to exceed \$488,040.00 paid at the rate of \$40,670.00 per month for a maximum of 12 months for staff legal services.
 - c. During the period beginning July 1, 1997 and ending June 30, 1999, an amount not to exceed \$32,000.00 paid at the rate of \$16,000.00 per year for a maximum of 2 years for witness fees.
2. **Billing:** The Contractor shall bill the Department monthly for services provided, by the 10th of the month following the month of service. The Contractor shall bill on CF Form 294A. When reimbursement of expert witness fees are billed, a copy of the expert's invoice shall be attached. Billings shall be sent to State Office for Services to Children and Families, Human Resource Building, Adoption Programs, 2nd Floor, 500 Summer Street, N.E., Salem, Oregon, 97310-1017.

SECTION D PROVISIONS SPECIFIC TO THIS CONTRACT**1. PROGRAM:**

- a. The Department agrees to provide the Contractors office with a list of the permanent planning staff who are authorized to request services under the provisions of this contract.
- b. The Department agrees to review with the Deputy District Attorney all potential termination case and jointly agree that the case is ready for litigation prior to submitting a Legal Assistance referral.
- c. The Department agrees to submit a written referral within 30 calendar days of the mutual agreement that the case will be referred or notify the Deputy District Attorney in writing of the reason the referral can not be submitted within the established time frame.

The Department agrees to refer cases for litigation of termination of parental rights following the Department's approved format for referrals that has been approved in writing by the Department manager or designee. One copy of referral will be sent to the Senior Deputy District Attorney. The original will be sent to Permanent Planning and adoption Services, SCF Central Office.

- e. The Department agrees to limit referrals for litigation under this contract to termination of Parental rights cases unless an exception is approve din writing by the Department's Central Office Permanent Planning Consultant.
- f. **Annual Contract Extension:** It is the intention of the parties to renew this contract annually subject to funds authorized and available for the services, and the need for the services as determined by the Department. Renewal of the contract shall be in writing and shall be effective only when it has been duly signed and approved as required by the Contractor and the Department.
- g. **Contractor-Client Relationship:** The Contractor will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's services, the Contractor will advise the child and parents or guardian of this provision. The Contractor shall notify the Department of all unresolved grievances.

- h. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for the Department.

The Contractor shall be responsible for developing a plan to identify the steps to be taken toward becoming more culturally competent in order to more effectively serve culturally diverse youth. The plan must be received by the Department no later than December 31 of each even numbered year. During the regularly scheduled review of the Contractor's program, the Department shall review information regarding efforts to deliver services which benefit culturally diverse children and youth.

- i. Program Records, Controls, Reports and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the Department at times and in the form prescribed by the Department. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this contract. The Contractor also agrees that a program and facilities review (including meetings with consumers, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Department.
- j. Indemnification and Insurance: Notwithstanding the Hold Harmless Provision in the General Provisions of this contract, the Contractor and the Department shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Both the Department and the Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Contractor may satisfy these requirements in any manner allowed by ORS 30.282. The Department shall satisfy this requirement through the Insurance Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the Department verbally and in writing.

As evidence of the insurance coverage required by this contract, and prior to the execution of this contract, the Contractor shall furnish a certificate of insurance to State Office for Services to Children and Families, ATTN: Contracts Manager, CSD, 4th Floor, HRB, 500 Summer Street NE, Salem, OR 97310. The certificate form to be completed by the Contractor's insurer will be maintained in the Department's file of this contract.

There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without 30 days prior notice to the Department.

2. PAYMENT

- a. It is agreed that the amount to be paid under this contract may be changed by the Department as the result of Legislative action. The Department shall provide the Contractor written notice of any such change in payment.
- b. Payment will be made by the Department to the Contractor, on or before the 1st of the month following the month in which services are provided, subject to receipt of the billing described in Billing, Section C.2. above.
- c. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures: The Contractor agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this contract, and all revenue received for programs under this contract. The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times and in the form prescribed by the Department.

GENERAL PROVISIONS

1. **Subcontracts and Assignment; Successors and Assigns**
 - a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Department's prior written consent. In addition to any other provisions Department may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by Sections 2, 6, 7, 11 and 13 of these General Provisions as if the subcontractor were the Contractor. Department's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
 - b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

2. **No Third Party Beneficiaries** Department and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

3. **Funds Available and Authorized; Payments**
 - a. Contractor shall not be compensated for work performed under this Contract by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the Department's biennial appropriation or limitation. Contractor understands and agrees that Department's payment of amounts under this Contract attributable to Work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
 - b. Department will only pay for completed work that is accepted by Department.

4. **Representations and Warranties**
 - a. **Contractor's Representations and Warranties.** Contractor represents and warrants to Department that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, and calculate all date and date related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.
 - b. **Contractor's Limitation of Liability** Contractor's liability with respect to items (5) and (6) of 5a. above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) \$100,000, whichever is greater.
 - c. **Warranties cumulative** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. **Ownership of Work Product** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of Department. Department and Contractor intend that such Work Product be deemed "work made for hire" of which Department shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", Contractor hereby irrevocably assigns to Department all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Department may reasonably request in order to fully vest such rights in Department. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 6. Indemnity** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Department and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.
- 7. Insurance** During the term of this contract Contractor shall maintain in force at its own expense, Workers' compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon worker's compensation coverage for all their subject workers, and any insurance required in the portion of the Contract entitled Schedule, Provisions Specific To This Contract.

Notice of Cancellation or Change There shall be no cancellation, material change, reduction of limits or intent not to review the insurance coverage(s) without 30 days prior written notice from Contractor or its insurer(s) to Contracts Officer, Oregon Department of Human Resources.

Certificates of Insurance As evidence of the insurance coverage's required by this contract, Contractor shall furnish acceptable insurance certificates to Contracts Officer, Oregon Department of Human Resources, prior to commencing the Work. The certificate will specify all of the parties who are Additional Insured's. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

8. Termination

a. Parties' Right to Terminate For Convenience This Contract may be terminated at any time by mutual written consent of the parties.

b. Department's Right To Terminate For Convenience Department may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days' notice to Contractor.

c. Department's Right to Terminate For Cause Department may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Department may establish in such notice, upon the occurrence of any of the following events:

- (i) Department fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
- (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or Department is prohibited from paying for such Work from the planned funding source;
- (iii) Contractor no longer holds any license or certificate that is required to perform the Work; or
- (iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Department's notice, or such longer period as Department may specify in such notice.

d. Contractor's Right to Terminate for Cause Contractor may terminate this Contract upon 30 days' notice to Department if Department fails to pay Contractor pursuant to the terms of this Contract and Department fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

e. Remedies

(i) In the event of termination pursuant to Sections 9.a, 9.b, 9.c(i), 9.c(ii) or 9.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Department, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section (i), Contractor shall pay any excess to Department upon demand.

(ii) In the event of termination pursuant to Section 9.c(iii) or 9.c(iv), Department shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Section 9.c(iii) or 9.c(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 9.b.

f. Contractor's Tender Upon Termination Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Department expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Department all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Department's request, Contractor shall surrender to anyone Department designates, all documents, research or objects or other tangible things needed to complete the Work.

- 9. Limitation of Liabilities** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 8.(e)(ii) or 4(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.
- 10. Records Maintenance; Access** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 11. Compliance with Applicable Law** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 12. Force Majeure** Neither Department nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Department or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 13. Time is of the Essence** Contractor agrees that time is of the essence under this Contract.
- 14. Notice** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Department at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 17. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Department, such facsimile transmission must be confirmed by telephone notice to Department's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 15. Severability** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. **Counterparts** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.
17. **Disclosure of Social Security Number** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
18. **Governing Law; Venue; Consent to Jurisdiction** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (and/or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
19. **Year 2000 Compliance Notice** In the event Contractor learns or has reason to believe that Department's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise Department of such failure.
20. **Safeguarding of Client Information** The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Department.
21. **Recovery of Overpayments** If billings under this contract, or under any other contract between the Contractor and the Department, result in payments to the Contractor to which the Contractor is not entitled, the Department, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
22. **Merger Clause; Waiver** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Department to enforce any provision of this Contract shall not constitute a waiver by Department of that or any other provision.

ADDENDUM TO GENERAL PROVISIONS

CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW:

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

- (2) The payment of a claim in the manner authorized in the section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor 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) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

RECYCLING

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

EXHIBIT I

The key staff involved in the Contract administration will confer as follows:

1. The Deputy District Attorney's providing services under this contract will meet monthly with the 3 branch managers of the Department's Multnomah offices with Permanent Planning Units and other invited Department staff to review and plan the day-to-day operation of the program;
2. The Chief Deputy District Attorney of the Family Justice Division will meet quarterly with the branch managers of the Department Multnomah offices with Permanent Planning Units and the manager of the Department's Permanent Planning and Adoption Services Section to review the general operation of the legal assistance program in Multnomah County, to make plans for future activities and to develop solutions to problems needing corrective action;
3. The Chief Deputy District Attorney of the Family Justice Division, the 3 managers of the Department's Multnomah offices with Permanent Planning Units, and the manager of the Department's Permanent planning and Adoption Services Section will meet annually to conduct a review of this contract and the Legal Assistance Program in Multnomah County.

MEETING DATE: AUG 07 1997

AGENDA NO: C-3

(Above Space for Board Clerk's Use Only) 9:30

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue Agreement with Portland Public Schools

BOARD BRIEFING

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: August 7, 1997

AMOUNT OF TIME REQUESTED: _____

DEPARTMENT: Community Justice

CONTACT: Alandria Taylor TELEPHONE #: 248-3968

BLDG/ROOM#: 311/DCJ

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Revenue Agreement 700268 with Portland Public Schools adds \$250,000 to DCJ's Budget. DCJ subsequently passes these dollars to an alternative school program to fund educational services to 25 high-risk juvenile offenders. As a result of the Downsizing Agreement between OYA and DCJ, DCJ has assumed management of this contract since October 1, 1990.

8/8/97 ORIGINALS to Alandria Taylor

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: Joanne Taylor

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 JUL 29 PM 1:42
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director
Department of Community Justice *[Signature]*

DATE: July 23, 1997

SUBJECT: Approval of an Intergovernmental Revenue Agreement between the
Portland Public Schools and the Department of Community Justice

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community Justice recommends the Board's approval of an Intergovernmental Agreement between Portland Public Schools and DCJ for alternative school services to high-risk offenders.

II. BACKGROUND/ANALYSIS: This agreement continues the relationship established in 1990 with Portland Public Schools and DCJ as part of the overall State Downsizing Agreement. The \$250,000 allocated through this agreement provides for alternative education services to youth referred through juvenile probation, juvenile parole or the Portland Public Schools.

The DCJ passes these dollars and additional dollars received from Oregon Youth Authority on to the Albina Youth Opportunity School Genesis Program (AYOS/Genesis).

III. FINANCIAL IMPACT: \$250,000 is added to DCJ'S budget which subsequently passed on to AYOS/Genesis Program providing alternative education services to high-risk youth. These dollars are combined with an additional \$75,765 from Oregon Youth Authority.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICIES: DCJ continues to comply with Oregon Youth Authority's Downsizing Agreement established in 1990 with Portland Public Schools.

VII. CITIZEN PARTICIPATION: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract #700268

Prior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$50,000	CLASS II <input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 <div style="text-align: center; border: 1px solid black; padding: 5px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-3 DATE 8/7/97 DEB BOGSTAD BOARD CLERK </div>
--	---	---

Department: Community Justice Division: _____ Date: July 23, 1997

Contract Originator: Bill Morris Phone: 248-3460 Bldg/Room: 311/DCJ

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DCJ

Description of Contract: **This Agreement continues to provide educational services for high-risk juvenile offenders served through the Albina Youth Opportunity School Genesis Program. The Department will receive these dollars from the Portland Public Schools and directly pay the subcontractor.**

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

ORS/AR #: _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Portland Public Schools</u> Mailing Address: <u>2508 NE Everett</u> <u>Portland, Oregon 97232</u> Phone: <u>916-2000 ext 431</u> Employer ID# or SS#: <u>93-6000830</u> Effective Date: <u>July 1, 1997</u> Termination Date: <u>June 30, 1998</u> Original Contract Amount: \$ <u>250,000</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>250,000</u>	Remittance Address (if different) _____ Payment Schedule _____ Terms _____ <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	---

REQUIRED SIGNATURES:

Department Manager: <u><i>Joanne Fink</i></u>	Date: <u>7/25/97</u>
Purchasing Manager: _____	Date: _____
(Class II Contracts Only)	
County Counsel: <u><i>Katie Bartz</i></u>	Date: <u>7/29/97</u>
County Chair/Sheriff: <u><i>Donny New</i></u>	Date: <u>August 7, 1997</u>
Contract Administration: _____	Date: _____
(Class I, Class II Contracts Only)	

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	022	2741			6060		PPSD	School Distr 1	\$ 250,000	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

AGREEMENT

PARTIES:

School District No. 1, Multnomah County, 501 N. Dixon, Portland, Oregon 97227 (District).

Multnomah County Juvenile Justice Services Division, Multnomah County, Oregon (County).

RECITALS:

1. County presents itself to District as having staff, facilities, management and experience to perform services required of it by this Agreement.
2. District desires to obtain these services.

AGREED:

1. County shall maintain an attendance of 25 full-time equivalent (one full-time equivalent equals 222 school days of full-time attendance in a fiscal year) school age students in an educational program for students who cannot be served in the Portland Public Schools. Students shall be residents of the District as verified by District enrollment services. Of the youth served, a minimum of fifteen (15) FTE students will be referred from the County as part of its "diverted" population from the state training schools, and a minimum of five (5) FTE students will be referred by the District when it is determined they are eligible for alternative schooling under ORS 339.250 and are not currently benefitting from attendance in the public school system but can benefit from the County's program. The remaining five (5) FTE students will be used by the District, the County, or Children's Services Division Parole Office. County's contractor shall operate this program in strict compliance with the following:
 - A. County's contractor shall keep the District advised of the goals and objectives of its educational program. The educational program will:
 - (1) Provide basic academic skills instruction using individualized skill curricula in math, reading, and language arts:

- (2) Meet special education and related service needs as students require, and fulfill state and Federal requirements for Individualized Education Plans as required by Special Education (I.D.E.A.);
- (3) Provide grade-level appropriate educational programs;
- (4) Develop short-and long-term individual education goals that are coordinated with the treatment, counseling, and job skill training components.
- (5) Provide for GED preparation as needed.
- (6) Provide remedial tutoring in course subjects as necessary;
- (7) Meet all State educational requirements for each student.

B. Prior to enrollment each student who was not enrolled in a Portland Public School on October 1, 1997 shall be approved by the Office of Alternative Education in writing using an Alternative Education Plan (A). Prior to enrollment each student who was enrolled in any Portland Public School on October 1, 1997 shall be recommended by a Portland Public Schools' principal or principal's designee in writing using Alternative Education Plan (B) and approved by District's Office of Alternative Education. The County's contractor shall inform the District of its progress on these plans by submitting a completed Alternative Education Plan (A) or (B). Each Alternative Education Plan (A) and (B) expires at the end of this Agreement.

Special Education students shall be served under Alternative Education Plans (A) or (B). An Individualized Education Plan (I.E.P.) must be included as part of these plans and may be substituted. Special Education Direction Services must approve these plans.

Students may not transfer from enrollment in County's contractor program to another alternative education program without prior written approval of the new program's Alternative Education Plan (A) or (B) by the Office of Alternative Education.

- C. County's contractor shall provide to students an educational program as required by the District's standards, regulations, and policies, applicable Oregon Administrative Rules and ORS 339.605 to 339.640.
- D. Center shall carefully interview, screen and shall provide to District a list of all staff members and a satisfactory criminal records check for each one at the beginning of the school year and for each additional or replacement staff (both paid and volunteer staff) during the school year.

Center shall provided direction to each person who shall under this contract come into contact with the students. The screening and directrion shall assure that the individual is appropriate to be trusted with young persons and can productively help the young person with his/her school work. Center shall assure that the location of the services is in an area subject to regular overview and supervision. Each employee assigned under this contract by Center shall be carefully instructed and supervised regarding: (1) the confidentiality of information learned about students and their families and all records regarding students and their families, and (2) maintaining a professional relationship with students and their families and avoiding any behavior that undermines the professional character of that relationship.

- E. County's contractor will complete a District Student Registration Form for each student upon admittance to their program using program number 767, and update the form according to District regulations when a student leaving the program. The Student registration Form update shall be due after ten days of the date enrollee leaves the program.
- F. County's contractor will furnish to District at least twice each year a list of those full time equivalent students enrolled in its program. This information shall be reported to the Oregon Department of Education by completion of State School Fund Report of ADM in Registered Alternative Programs for Students Attending Pursuant to ORS 339.620, Forms 581-3201A-C (Rev. 12/93), supplied by District for ADM reporting. If the fully completed forms are not received by Deputy Clerk Services (249-200) of District by the time required by District, the District will not receive State School Funds and like amount will immediately be due and owing to District by County. If not paid to District within ten days of billing, this Agreement will be in default without

further action or notice by District.

- G. County's contractor will report to the District, in writing, its evaluation of the success of its educational program, or lack thereof, with respect to each enrollee served under Alternative Educational Plan (A) or (B) by submitting a copy of the completed plan to the Office of Alternative Education within ten (10) days of each plan's completion.
- H. County's contractor shall participate in an annual report: *Evaluation Report to the Superintendent: Alternative Education Programs*, which uses as its basis District Standards for Alternative Programs as presented in Board Policy 6.10.022 (Amended 8/31/95). County's contractor shall be reviewed by an alternative education advisory committee, annually, in a method determined by that committee.
- I. Center shall report to District, in a form provided by District, information necessary for the annual Oregon Department of Education report entitled Dropout Rates in Oregon High Schools.
- J. Center shall account for all registered students who are in grades 3 through 8 by administering the Portland Achievement Levels Tests (PALT) on dates and in a manner specified by District. Students who have not met minimum standards on PALT during their eighth grade year must be administered Graduation Standards Tests (GST) on dates and in a manner specified by District. These students must meet minimum standards on the GST in order to be eligible to receive a regular high school diploma. All registered students in grades 3, 5, 8, and 10 shall be tested using the Statewide Assessments on dates and in a manner specified by District. Only students with active Individualized Education Plans, or who refuse to participate, or who are absent shall be exempt from these tests.

Center shall account for all students' RIT scores in reading and math using Alternative Educational Plan (A) and (B) upon entry and exit from Center's program.

- K. It will not in any manner (by express advocacy or other affirmative conduct) seek to compete with District for the attendance of students or engage in

any conduct for the purpose of inducing students eligible for attendance in schools of District to refuse such attendance.

2. District will pay County for these services an amount not to exceed \$250,000 for the term of this Agreement. The District will pay on a monthly basis. County guarantees that at all times during the term of this Agreement the County's contractor will have an average of twenty-five (25) full-time approved Portland Public Schools students in attendance each school day. The total maximum number of days of attendance for the term of this contract is 5,550. County will bill District on the fifth of each month for the previous month, payable within 30 days, at a rate of \$45.05 per full day equivalent of attendance. Subsequent payments will be made at a similar time of month through June 30, 1997. County's contractor shall serve 25 FTE students until the end of the term of this Agreement. Billing for attendance of an individual student may not exceed 175 school days during the term of this Agreement. Payment for an individual student commences on the date Alternative Education Plans (A) or (B) are approved by the Office of Alternative Education. County's monthly billings will have attached the number of school days County's contractor was in session that month, an alphabetical list of students served, the date enrollment was approved, the number of school days each student was enrolled that month, and the number of school days the student was in attendance that month. Billings will have \$45.05 deducted for each day of attendance claimed for students without approval of Alternative Education Plans (A) or (B) by the Office of Alternative Education, or incorrect enrollment dates.

A program budget must be provided at the beginning of the contract period and an actual expenditure/budget report along with an overall operating budget must be provided at year-end.

3. District may audit County's contractor records for compliance with this Agreement. County's contractor shall maintain such records for two years after the termination of this Agreement.
4. County shall, upon expiration or termination of the contract, immediately reimburse to District any amount paid but not earned. Except for those costs chargeable by a public school, County's contractor services under this contract shall be without cost to the student or his/her family.

5. Each parent, when enrolling his/her student, shall sign a copy of the following statement:

"I understand that alternative services provided are not supervised by the Portland School District and alternative school is not an agent of the District. I will not expect the Portland School District to take any responsibility for any aspect of the program for the services, or the manner in which the services are provided even if the school staff has knowledge of any particular aspect of the program or suggests it as a resource."

6. County's contractor is an independent contractor and shall not for any purpose be deemed or represented to be an agent or employee of the District.
7. The provision of ORS 279.310 through 279.320 hereby are incorporated as if specifically set forth herein.
8. County's contractor shall forward student records to District upon student leaving County's contractor.
9. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, County shall defend and hold harmless District from all claims in any forum resulting from County's contractor performance under this Agreement. County's contractor shall maintain during the term of this Agreement a policy of general liability insurance in an amount of no less than \$500,000 single limit.
10. In performance hereof County's contractor shall not discriminate against any person, student, or teacher because of race, religion, gender, national origin, or handicap.
11. County's contractor shall obtain inspection of its facilities used pursuant to this contract to assure that the facility complies with city and state building, fire, and health codes; the District's air quality standards; and the Environmental Protection Agency's identification and notice standards relative to asbestos.
12. Prior to commencement of services hereunder, County shall provide District with evidence that its contractor has workers compensation insurance satisfactory in form, amount and insuring company to District.

13. This Agreement is for the period of July 1, 1997 through June 30, 1998.

IN WITNESS WHEREOF, District has executed by authority of Resolution Number 8325 of its Board of Directors adopted July 10, 1997 and County has executed by authority of a special resolution of its Board of Directors.

MULTNOMAH COUNTY
JUVENILE JUSTICE DIVISION,
MULTNOMAH COUNTY, OREGON

SCHOOL DISTRICT NO. 1
MULTNOMAHCOUNTY, OREGON

By: _____
Multnomah County Chair

By: _____
Deputy Clerk

Date: _____

Date: _____

c:\...\cbos\cont97\multgn97.cnt

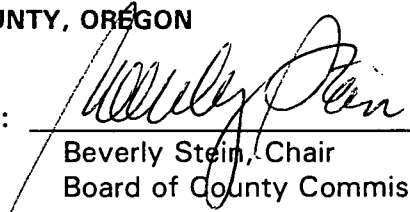
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

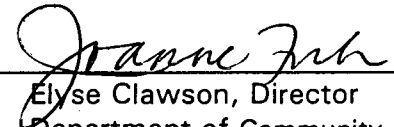
By: _____
Contractor Name (print)

Contractor Signature & Title

Date: _____

By: 
Beverly Stein, Chair
Board of County Commissioners

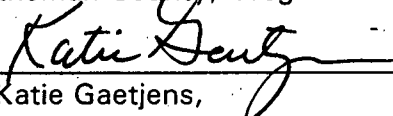
Date: August 7, 1997

By: 
Elyse Clawson, Director
Department of Community Justice

Date: 
Program Manager
Bill Morris

REVIEWED:

THOMAS SPONSLER, County Counsel
for Multnomah County, Oregon

By: 
Katie Gaetjens,
Assistant County Counsel

Date: 7/29/97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 07 1997

AGENDA NO: C-4

(Above Space for Board Clerk's Use Only)

9:30am

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue Agreement between Clatsop County and DJJS

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: 3 minutes

DEPARTMENT: Juvenile Justice Services

DIVISION: _____

CONTACT: Alandria Taylor

TELEPHONE#: 248-3968

PERSON(S) MAKING PRESENTATION: Elyse Clawson / Joanne Fuller

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of an Intergovernmental Revenue Agreement between Clatsop County and Multnomah County Department of Juvenile Justice Services for utilization of one (1) bed space for the detention of Juveniles referred to the Clatsop County Juvenile Justice System.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: _____

Joanne Fuller, Deputy Director

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5510

G:\DATA\CONTRACT\BAPF.DOC

8/8/97 ORIGINALS to Alandria Taylor

BOARD OF
COUNTY COMMISSIONERS
97 JUL 25 PM 5:02
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director
Department of Juvenile Justice Services

DATE: May 22, 1997

SUBJECT: Approval of an Intergovernmental Revenue Agreement Regulating Delivery of Detention Services Between Clatsop County and Multnomah County Department of Juvenile Justice Services

I. RECOMMENDATION/ACTION REQUESTED:

The Department of Juvenile Justice Services (DJJS) recommends the Board's approval of an Intergovernmental Agreement between Clatsop County for the utilization of one (1) bed space in the Juvenile Justice Complex for the detention of juveniles referred to the Clatsop County Juvenile Justice System.

II. BACKGROUND/ANALYSIS:

Multnomah County operates and maintains a juvenile detention facility known as the Donald E. Long Detention Complex, designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exist in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on any county or the juvenile detainee.

This Agreement stipulates payment by Clatsop of \$58,104 to be paid to Multnomah County for the exclusive use of one (1) bed space to house youth from Clatsop County.

III. FINANCIAL IMPACT:
N/A

IV. LEGAL ISSUES:
N/A

V. CONTROVERSIAL ISSUES:
N/A

VI. LINK TO CURRENT COUNTY POLICIES:

This Agreement supports the Departments of Juvenile Justice Services philosophy of offering detention services for counties which do not have a detention facility.

VII. CITIZEN PARTICIPATION:
N/A

VIII. OTHER GOVERNMENT PARTICIPATION:
N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 700747

Prior-Approved Contract Boilerplate: ☒ Attached: ☐ Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY</p> <p style="text-align: center;">BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>8/7/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department: Juvenile Justice Services Division: _____ Date: May 22, 1997

Contract Originator: Rich Scott Phone: 248-3798 Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DJJS

Description of Contract: **This Intergovernmental Revenue Agreement allows Clatsop County the exclusive use of one (1) bed space in the Juvenile Justice Complex for the detention of youth referred to the Clatsop County Juvenile Justice System.**

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

ORS/AR #: _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Clatsop County</u></p> <p>Mailing Address: <u>P.O. Box 302</u></p> <p style="text-align: center;"><u>Astoria, OR 97103</u></p> <p>Phone: <u>(503) 325-8601</u> fax # <u>(503) 325-8606</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1997</u></p> <p>Termination Date: <u>June 30, 1998</u></p> <p>Original Contract Amount: <u>\$58,104</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <u>\$58,104</u></p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>19,368</u> <input checked="" type="checkbox"/> Other (3 equal payments)</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

REQUIRED SIGNATURES:

Department Manager: *Joanne Fink* Date: 7/22/97

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Katie Gault* Date: 7/25/97

County Chair/Sheriff: *Willie Dean* Date: August 7, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC
01	<u>100</u>	<u>022</u>	<u>2720</u>			<u>2701</u>			<u>RGN-DTN</u>	<u>58,104</u>	
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

CONTRACT #700747

**JUVENILE DETENTION INTERGOVERNMENTAL COOPERATION AGREEMENT
REGULATING DELIVERY OF DETENTION SERVICES**

THIS AGREEMENT, made and entered into by and between the County of Clatsop, hereinafter referred to as Clatsop, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Clatsop as described below. The following provisions shall comprise this Agreement:

I RECITATIONS

- A. Multnomah operates and maintains a juvenile detention facility known as the Donald E. Long Detention Center designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exist in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on any county or the juvenile detainee.
- B. As used in this agreement "Premises", "Space", and like terms refer to the detention areas of the Multnomah County Juvenile Justice Complex.
- C. Clatsop wishes to utilize the Premises in the Juvenile Justice Complex for the detention of Juveniles referred to the juvenile justice system and in need of secure custody.
- D. The combining of the referred Clatsop County population with the Multnomah County Juvenile population in the Juvenile Justice Complex is in the best interests of Clatsop and Multnomah, both fiscally and programmatically.
- E. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

II. SERVICES TO BE PROVIDED

- A. Multnomah County shall perform as follows:
 - 1. Admission Services
 - a. Any child subject to the Jurisdiction of the Clatsop County court shall be admitted by Multnomah to the Juvenile Justice Complex only upon authorization for secure custody communicated by an appropriate agent of the Clatsop County Juvenile Court as defined in this Agreement or upon order of any Clatsop County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1997 to June 30, 1998

Page 2

- b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with lawful requirements of the facility regulations pertaining to the Juvenile Justice Complex, where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c. One (1) Bed Space shall be available for the exclusive use of Clatsop on a continuous 24-hour a day basis through from July 1, 1997 to June 30, 1998.
- d. Any additional requirement of Clatsop for bed space(s) shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this agreement.
- e. In the event a juvenile resident of Clatsop is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Clatsop County Court of competent jurisdiction and that juvenile resident of Clatsop is delivered to the Juvenile Justice Complex admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Clatsop pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.
- f. Multnomah County shall not be required to provide notice to parents or guardians of juveniles referred upon admission or otherwise pursuant to this Agreement.

Multnomah shall provide Clatsop a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement. Multnomah shall include with that roster a listing of those juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Clatsop County but who are not admitted pursuant to the terms of the Agreement.

2. Supervision Services

- a. An admitted Clatsop juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age, and circumstance of the juvenile, consistent with the existing facility population and the best interests of the total facility population and operation.
- b. Clatsop juveniles admitted pursuant to this Agreement shall receive the same type of care and supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.

- c. Each referred Clatsop juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Clatsop for the purpose of tracking progress of referred juveniles and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to an adjudicative or dispositive process.
- d. The terms of the Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem cost. In the event it is determined that a Clatsop detainee is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and Clatsop, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Clatsop shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the complex. Multnomah shall provide Clatsop with immediate notice of those services provided unilaterally.

3. Release Services

- a. Multnomah shall release Clatsop juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Clatsop County Juvenile Court.

That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization for release. Multnomah shall release Clatsop juveniles to such individuals or agencies as included in notification.
- b. Upon notification to Clatsop, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.
- c. No provision of this Agreement is intended to relieve Clatsop of the duty to monitor the number, identity, and appropriate periods of detention for those Clatsop juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Clatsop to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein except for actions attributable to Multnomah County negligence.

INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1997 to June 30, 1998

Page 4

- d. It shall be the responsibility of Multnomah County to defend and hold Clatsop harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred by the Multnomah Courts.

B. Clatsop shall perform as follows:

1. Clatsop shall provide Multnomah current information identifying those Clatsop Juvenile Court agents authorized to refer juveniles to Multnomah as provided herein.
2. Clatsop shall provide or arrange all non-emergency transportation of Clatsop residents once the juvenile has been delivered by law enforcement officers.
3. Clatsop shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.
4. Except as provided in Section III-B of this Agreement, Clatsop shall reimburse Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation therefore, on behalf of any referred juvenile pursuant to this Agreement.
5. Clatsop shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, denture, hearing aids and similar devices. Except in circumstances constituting a medical emergency, Multnomah County may not incur these expenses without prior authorization from Clatsop.
6. Clatsop shall be responsible for providing any of the usual counseling services required for Clatsop juveniles placed with Multnomah pursuant to this Agreement.
7. Clatsop shall provide Multnomah timely, actual, and in due course, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred Clatsop juveniles.

C. Compensation Rates and Mode of Payments

1. For the duration of this Agreement, Clatsop shall pay to Multnomah \$58,104 for services, normal care and maintenance of those Clatsop juveniles in residence. This rate represents \$159.19 per bed per day for the provision of one bed, program services and care. The above sum shall be paid by Clatsop to Multnomah in three equal installments of \$19,368 payable on October 1, 1997, February 1, 1998, and June 1, 1998.

2. On those occasions when Clatsop requires bed space in excess of the guaranteed one (1) hereinabove described, the rate for each such additional space shall be \$159.19 per day.
3. In computing daily populations, the day of admission shall be considered a full day, and the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
4. Those expenses for excess bed space or emergency services which may be incurred shall be billed to Clatsop by Multnomah on a monthly basis and shall be paid by Clatsop to Multnomah on a monthly basis.

III CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Juvenile Justice Complex are not employees, agents, or representatives of Clatsop for any purpose.
- B. Clatsop and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof , arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Clatsop harmless for responsibility or any liability arising from operation of the Juvenile Justice Complex and shall indemnify Clatsop for any loss proximately and legally caused by the conduct of Multnomah's officers, agents, and employees; Clatsop shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Clatsop to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.
- C. 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.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1997 through June 30, 1998 and is subject to renewal annually.
- B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

- C. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. Rates of compensation shall be based on actual costs of operation and shall be communicated to Clatsop County by March 1, 1998 for the following fiscal year.
- D. Actual costs shall include, but not be limited to, the pro rata share of Personnel, Juvenile Groupworkers, Groupworker Supervision, Lead Groupworker, Mental Health Worker, temporary on-call workers, overtime for these workers and associated fringe benefits, printing supplies, education, telephone, meals, laundry, Corrections Health, facility space and related maintenance and other costs.

VI MISCELLANEOUS PROVISION

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Clatsop and Multnomah.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Clatsop for similar services.

INTERGOVERNMENTAL COOPERATION AGREEMENT
July, 1997 to June 30, 1998
Page 7

IN WITNESS THEREOF, the parties have hereto caused this agreement to be executed on this ____ day of _____, 199____, by their duly-authorized officers as of the day and year first hereinabove written.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

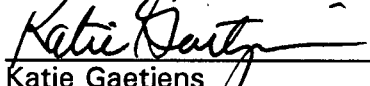


Beverly Stein, Chair

August 7, 1997

Date

Reviewed By:

 7/25/97

Katie Gaetjens
Assistant County Counsel



Elyse Clawson, Department Director

Rich Scott, Detention Manager

Date

Intergovernmental Cooperation Agreement
May 7, 1997

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 8/7/97

DEB BOGSTAD

BOARD CLERK

Board of County Commissioners
CLATSOP COUNTY, OREGON

Chair

Date

Commissioner

Date

Commissioner

Date

Clatsop County Counsel

Date

MEETING DATE: AUG 07 1997

AGENDA NO: C-5

ESTIMATED START TIME: 9:30 AM

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: The Department of Community and Family Services recommends Board of County Commissioner approval of the attached intergovernmental agreement for Housing Authority of Portland, Project Open Door, a housing facility for very low-income persons with AIDS.

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: Consent

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community and Family Services DIVISION: _____

CONTACT: Iris Bell/Cecile Pitts

TELEPHONE: 248-3999 x83044

BLDG/ROOM: B166/5th

PERSON(S) MAKING PRESENTATION: Iris Bell/Cecile Pitts

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

The Community and Family Services Department has allocated Community Development Block Grant funds for the construction of Project Open Door, a seven bedroom housing facility for up to twelve very low-income persons with AIDS. This project is co-sponsored by Cascade AIDS Project. The Housing Authority is responsible for the construction management.

8/8/97 ORIGINALS to Lynn Ervin

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe mbs

BOARD OF
COUNTY COMMISSIONERS
97 JUL 25 PM 5:02
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

\\cfsd-fs3\vol2\admin\ceu\contract.98\happop98.bcc



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Department of Community and Family Services

DATE: July 9, 1997

SUBJECT: Intergovernmental Agreement with Housing Authority of Portland

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the attached intergovernmental agreement, for the period July 1, 1997 through December 31, 1997.

II. Background/Analysis: The Community and Family Services Department has allocated Community Development Block Grant funds for the construction of Project Open Door, a seven bedroom housing facility for up to twelve very low-income persons with AIDS. This project is co-sponsored by Cascade AIDS Project. The Housing Authority is responsible for construction management.

III. Financial Impact: The contract is for \$12,038. The unexpended funds are carried over from the 95-96 CDBG funding.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: This contract reflects a County commitment to develop affordable housing for low income people.

VII. Citizen Participation: The Community Development program activities are overseen by a Policy Advisory Board. Activities funded with the Community Development Block Grant dollars are discussed at a public hearing and are reviewed by the Board of County Commissioners, in conjunction with another public hearing, when the Board approves the annual statement.

VIII. Other Government Participation: This contract reflects a partnership between the County and the Housing Authority of Portland for the development of affordable housing.

(See Administrative Procedures CON-1)

Amendment # 0\\cfstd-fs3\vol2\admin\ceu\contract.98\happop98.caf

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : HOUSING AUTHORITY OF PORTLAND-PROJECT OPEN DOOR

Vendor Code : 00322

Fiscal Year : 97/98

Numeric Amendment : 00

Contract Number : 100378

Page 1 of 1
7/17/97

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
02	156	010	1205	H43B	6060	9418F	CD CDBG FFY 97 CD Housing Construction	\$12,038.00		\$12,038.00	
TOTAL								\$12,038.00	\$0.00	\$12,038.00	\$0.00

INTERGOVERNMENTAL AGREEMENT

#100378

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and

Housing Authority of Portland
135 SW Ash Street
Portland, OR 97204

hereafter called CONTRACTOR.

THE PARTIES AGREE:

DESCRIPTION OF SERVICES. CONTRACTOR will:

- Manage the construction services at \$75.23 per hour for 160 hours for a total of \$12,038.
- Provide contract compliance (including compliance with funding requirements).
- Conduct weekly on-site construction meetings.
- Complete progress inspections.

Multnomah County is paying a portion of the construction costs for Project Open Door a seven (7) two bed unit housing facility for up to twelve very low-income persons. This project is co-sponsored by Cascade AIDS Project.

2. **COMPENSATION:** The COUNTY agrees to pay CONTRACTOR up to \$12,038, for providing those services in accordance with the attached budget, per monthly invoice, on a cost reimbursement basis. Payment is contingent upon CONTRACTOR meeting performance standards.

3. **TERM.** The CONTRACTOR'S services will begin on July 1, 1997 and terminate when completed but no later than December 31, 1997.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, and Exhibit A.

MULTNOMAH COUNTY, OREGON

HOUSING AUTHORITY OF PORTLAND

BY Lolingo P. ... 7/21/97
Director, Dept of Community & Family Svcs Date

BY _____
Title Date

BY Beverly Stein 8/7/97
Beverly Stein, Multnomah County Chair Date

REVIEWED:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon

By Katie Gaetjens 7/25/97
Katie Gaetjens, Asst. Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO.100378
CONDITIONS OF INTERGOVERNMENTAL CONTRACT

The attached contract for services between Multnomah County, herein "COUNTY", and Housing Authority of Portland, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE.** COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY. Not applicable.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against

them in connection with CONTRACTOR'S performance of its duties under this contract. This indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION.** CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION.**

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

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

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

11. **FINAL PAYMENT.**

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

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : HOUSING AUTHORITY OF PORTLAND-PROJECT OPEN DOOR	Vendor Code: 00322
Contractor Address : 135 SW ASH STREET PORTLAND OR 97204	
Telephone : 228-2178	Fiscal Year : 97/98
Federal ID # : 93-6001547	

Program Office Name : DCAD Community & Neighborhood Improvements

Service Element Name : CD Housing Construction (H43B); PROJECT OPEN DOOR

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	12/31/97	Per Invoice	Cost Reimbursement				\$12,038.00
Total								\$12,038.00

MEETING DATE: AUG 07 1997
AGENDA NO: C-6
ESTIMATED START TIME: 9:30 am

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment #1 to the 1997-99 State Mental Health and Developmental Disability Services Division Biennial Agreement

BOARD BRIEFING

Date Requested: _____
Requested By: _____
Amount of Time Needed: Consent

REGULAR MEETING

Date Requested: _____
Amount of Time Needed: _____

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe

DIVISION: _____
TELEPHONE: 248-3691
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Amendment #1 to the State Mental Health Division and Developmental Disability Services Division Biennial Agreement

8/8/97 ORIGINALS TO DUANE BROWN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe mds

BOARD OF
COUNTY COMMISSIONERS
97 JUL 31 AM 11:39
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mcs*
Department of Community and Family Services

DATE: July 30, 1997

SUBJECT: State Mental Health and Developmental Disability Services Division 1997-99 Biennial Agreement, Amendment #1

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the State Mental Health and Developmental Disability Services Division Biennial Agreement Amendment # 1 for the period July 1, 1997 through June 30, 1999.

II. Background/Analysis: The attached amendment adds Part III, Service Requirements and Payment Procedures for Mental Health Services Special Projects (MHS 37), and Part IV, Specialized Service Requirements for Personal Care Nursing Services (O1B) for the 1997-99 biennium. These Parts were omitted in error from the State Mental Health and Developmental Disability Services Division's 1997-99 Intergovernmental Agreements (IGA).

III. Financial Impact: The attached amendment has no financial impact. The awards for the Special Projects and the Personal Care Nursing Services were made in the initial IGA.

IV. Legal Issues: This document must be signed and returned to the State by August 19, 1997.

V. Controversial Issues: N/A

VI. Link to Current County Policies: This amendment provides service requirements and funding procedures for needed mental health and developmental disability services for eligible citizens in Multnomah County

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # **101618**

Prior-Approved Contract Boilerplate: ☐ Attached; ☒ Not Attached

Amendment # 001

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement Under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-6</u> DATE <u>8/7/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
---	--	--

Department: Community & Family Services

Division: _____

Date: July 30, 1997

Administrative Contact: Duane Brown

Phone: 248-3691 ext. 24563

Bldg/Room 166/7th

Description of Contract:

Adds Special Projects and Personal Care Nursing Services omitted in error from the Biennial Intergovernmental Revenue Agreement with the State Mental Health Division.

RFP/BID #: N/A Revenue IGA

Date of RFP/BID: _____

Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☐ None

Original Contract No. 102306 (Only for Original Renewals)

<p>Contractor Name: <u>State Mental Health Division</u></p> <p>Mailing Address: <u>2575 Bittern St. NE</u> <u>Salem OR 97310-0520</u></p> <p>Phone: <u>(503) 945-9499 FAX 373-7951</u></p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>July 1, 1997</u></p> <p>Termination Date: <u>June 30, 1999</u></p> <p>Original Contract Amount: <u>\$ 124,386,733</u></p> <p>Total Amt of Previous Amendments: <u>\$- 0-</u></p> <p>Amount of Amendment: <u>\$ -0-</u></p> <p>Total Amount of Agreement: <u>\$ 124,386,733</u></p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
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<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: Lorenzo Poe mbe

Date: 7/30/97

Purchasing Director:

(Class II Contracts Only)

County Counsel: Katie Gault

Date: _____

Date: 7/31/97

County Chair/Sheriff: Philip Stein

Date: 8/7/97

Contract Administration:

(Class I, Class II Contracts Only)

Date: _____

VENDOR CODE <u>GV7856</u>				VENDOR NAME				TOTAL AMOUNT: <u>\$ 124,386,733</u>			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	S UB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	Inc/Dec Ind.

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

1997-99
INTERGOVERNMENTAL AGREEMENT
PART I
AGREEMENT FINANCIAL SUMMARY,
SPECIAL CONDITIONS AND SIGNATURES
AMENDMENT # 001

DATE ISSUED: 06/23/97
AGREEMENT NUMBER: 26-001
AGREEMENT PERIOD: JULY 1, 1997 THROUGH JUNE 30, 1999
LOCAL GOVERNMENT UNIT: MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
426 SW STARK ST, RM 160, 6TH FL
PORTLAND , OR 97204

AGREEMENT LIMITATION:

LOCAL ADMINISTRATION:	\$3,032,660.00
MENTAL HEALTH SERVICES:	\$35,114,776.00
DEVELOPMENTAL DISABILITY SERVICES:	\$70,751,297.00
ALCOHOL AND DRUG SERVICES:	\$15,488,000.00

AGREEMENT TOTAL: \$124,386,733.00

These limitation amounts may be paid based on authorization in Plan/Amendment Approval Forms (PAAF) signed by the designated county employee listed below and the Division Contract Officer.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein 8/7/97
Beverly Stein, Chair Date

MENTAL HEALTH AND DEVELOPMENTAL
DISABILITY SERVICES DIVISION:

Lolando Paez 7/30/97
Director, Department of Date
Community & Family Services

Division Contract Officer

Katie Dant 7/31/97
REVIEWED: THOMAS SPONSLER, County Date
Counsel for Multnomah County, Oregon

Date

AND/OR

CMHP Director or other
Designated County Employee

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 8/1/97
DEB BOGSTAD
BOARD CLERK

Printed Name

Title

1997-99

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
INTERGOVERNMENTAL AGREEMENT
FINANCIAL DETAIL

CONTRACT #: 26-001 CONTRACTOR: MULTNOMAH COUNTY
AMENDMENT#: 001

DIVISION	PRIOR CONTRACTED AMOUNT	CONTRACT CHANGE	NEW CONTRACTED AMOUNT
LOCAL ADMINISTRATION	3,032,660.00	\$0.00	3,032,660.00
MENTAL HEALTH SERVICES	35,114,776.00	\$0.00	35,114,776.00
DEVELOPMENTAL DISABILITY	70,751,297.00	\$0.00	70,751,297.00
ALCOHOL AND DRUG SERVICES	15,488,000.00	\$0.00	15,488,000.00
CONTRACT TOTAL	124386733.00	\$0.00	124386733.00

PURPOSE OF AMENDMENT:

Part III for MHS Special Projects (MHS 37) and Part IV for Personal Care Nurses (01B) are added to the 97-99 Agreement.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1997-99 Intergovernmental Agreement/Contract, Part III
Service Requirements and Payment Procedures

Service Name: **MHS SPECIAL PROJECTS**

Service I.D. Code: **MHS 37**

I. Service Description

MHS Special Projects are activities within the scope set forth in ORS 430.630. Where funds are used for Medicaid-eligible clients, OAR 309-16-000 through 309-16-120 is applicable. The projects are not ongoing service elements defined in administrative rules, and they are not routinely contracted throughout the state. These projects may be operated on a demonstration or an emergency basis for a specified time-limited period until a determination is made by DIVISION that the service is no longer needed, or a decision is made whether or not to continue the activity as an ongoing service element defined in rule and available for implementation generally throughout the state or a region.

II. Performance Requirements

Minimum performance requirements are specified in Part IV(s) for this service element or Special Conditions in a PAAF executed between the COUNTY and the DIVISION. The requirements may include the following:

- A. The frequency, methodology, and the content of project reports to be filed;
- B. The consumer or other service recipient activities to be provided;
- C. The minimum number of consumers or other recipients to be served;
- D. Any tangible products to be produced;
- E. Any other requirements the accomplishment of which is to be monitored in order to determine the contractor's minimum performance under the Agreement; and
- F. Performance projections beyond the required performance may be articulated by DIVISION and monitored in order to assist in determining the project's suitability for continuation in further Agreement periods and/or its implementation more broadly throughout the state.

III. Special Reporting Requirements

The provider must enroll all eligible clients on DIVISION's Client Process Monitoring System (CPMS) in MHS 37. Instructions for enrollment, periodic updates and terminations are to be followed per the most current version of the Office of Mental Health Services Client Process Monitoring System User's Manual.

IV. Payment Procedures

Payment is based on the dollar amounts and services specified in Plan/Amendment Approval Forms (PAAFs) signed by DIVISION's Contract Officer and the Community Mental Health Program (CMHP) director or other COUNTY designee.

Funds are disbursed through monthly allotments. Allotments may be adjusted by DIVISION when dollar amounts are changed in subsequent PAAFs. If PAAFs authorize funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

Settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

All funds paid as described above must be expended on services approved by DIVISION.

MHS37/4-3-97

J:\1997-99\PART3\WORKING\IIMHS37.DOC

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1997-99 Intergovernmental Agreement - PART IV
Specialized Service Requirements

Service Element(s): Local Administration
Service Element I.D. Code: LA 01
Specialized Service: PERSONAL CARE NURSING SERVICES
Part IV Code: 01B

I. Description of Service (exceeding Part III)

Personal Care Nursing Services provide Medicaid reimbursed services to identified individuals in adult foster care. These services include assessments, reassessments, and nursing task delegations performed by a qualified nurse under subcontract to or employed by COUNTY.

II. Performance Requirements (exceeding Part III)

A. Nurse Qualifications

The nurse must, at minimum, be a Registered Nurse and possess a valid State of Oregon license.

B. Initial Assessment, Personal Care Plan, and Personal Care Services Physician Prescription Order

- (1) The Nurse shall assess the health care needs of DIVISION funded individuals residing in licensed adult foster homes providing foster care through Service Elements DD 58 or MHS 34, when requested and pre-authorized by DIVISION's Medicaid Office (DMO), and on forms approved by DMO.
- (2) The Nurse shall schedule and complete an assessment and Personal Care Plan within fifteen (15) working days after receiving DMO's authorization.
- (3) The Nurse shall complete a Personal Care Services Physician Prescription and obtain the prescribing physician's signature.
- (4) The Nurse shall mail the completed assessment to DMO within three (3) working days after completion. The Personal Care Plan and signed Personal Care Services Physician Prescription shall be sent to DMO within fifteen (15) working days after completing the assessment.
- (5) The Nurse shall assure that the individual and the prescribing physician meet face to face for a medical review at least once every twelve (12) months.
- (6) COUNTY shall retain a copy of all assessments, Personal Care Plans, Personal Care Services Physician Prescriptions, and directly related billing information for a minimum of three (3) years.

C. Reassessment and Updating of the Personal Care Plan

- (1) The Nurse shall reassess the medical and health care needs of the individual and update the Personal Care Plan at least once every 180 days. The reassessment and update must be pre-authorized by DMO.
- (2) The Nurse shall complete a Personal Care Services Physician Prescription, and obtain the prescribing physician's signature once every twelve (12) months.

D. Delegation of Nursing Tasks

- (1) The Nurse shall assess the individual's need for nursing task delegation, determine whether the caregiver is capable of performing the nursing task and, if deemed capable, instruct the caregiver in performance of the task and related medical and health care issues within five (5) working days of the identification of need for task delegation. Delegation of nursing tasks must be prior-authorized by DMO.
- (2) The Nurse shall observe the caregiver perform the task safely and accurately before delegation is granted, provide written instructions to the caregiver, and include such documentation with the individual's Personal Care Plan.
- (3) The Nurse shall monitor ongoing task performance by the caregiver as needed.
- (4) The Nurse shall reevaluate the caregiver's capability to perform delegated tasks and shall update instructions as needed. These actions shall occur at least once every 180 days, shall be documented in the individual's Personal Care Plan, and must be pre-authorized by DMO.

E. DIVISION Training

The Nurse shall participate in and/or provide DIVISION sponsored training as required. DIVISION will pay travel reimbursement and time costs for such training activities as follows:

- (1) Travel reimbursement rates and billing procedures will be the same as those approved for state employees, except that mileage and per diem will be paid only if the roundtrip distance traveled for the training activity exceeds 200 miles.
- (2) Actual time spent in the training activity (exclusive of travel time) will be paid at the hourly rate established in Part I of the Agreement.

MEETING DATE: AUG 07 1997

AGENDA NO: C-7

ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of the 1997-99 State Office for Services to Children and Families, Midtown Branch--Biennial Revenue Agreement

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: Consent

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

State Office for Services to Children and Families, Midtown Branch Biennial Revenue Agreement

8/8/97 originals to Duane Brown

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
97 JUL 25 PM 5:08
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mcs*
Department of Community and Family Services

DATE: July 9, 1997

SUBJECT: Intergovernmental Revenue Agreement between the Department of Community and Family Services and State Office for Services to Children and Families, Midtown Branch

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the renewal revenue agreement from the State Office for Services to Children and Families (SOSCF), Midtown Branch, for the period July 1, 1997, through June 30, 1999.

II. Background/Analysis: The Department of Community and Family Services has received a renewal revenue agreement from SOSCF, Midtown Branch, which funds County staff and services. Under this agreement, the County provides substance abuse services for clients of the multi-agency Family Support Team Project. The services include client alcohol and drug assessments, client treatment referrals, client progress monitoring, inpatient and outpatient treatment services, and liaison with client treatment providers.

III. Financial Impact: The contract is for \$184,368. The funding is included in the Department's budget.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This agreement supports activities to strengthen families, reduce potential for crime, and increase intergovernmental cooperation and coordination.

VII. Citizen Participation: n/a

VIII. Other Government Participation: The agreement represents an ongoing, intergovernmental, cooperative project to support families.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Prior-Approved Contract Boilerplate: Attached; XXXX Not Attached

Contract # 102248

Amendment # 0

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement Under \$50,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>8/7/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Community & Family Services

Division: _____

Date: July 8, 1997

Administrative Contact: Duane Brown

Phone: 248-3691 ext. 24563

Bldg/Room 166/7th

Description of Contract:

Renewal of revenue contract for Family Support Team—Midtown Branch.

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

ORS/AR # _____ Contractor is ☐ JMBE ☐ JWBE ☐ JQRF ☐ JN/A ☐ None

Original Contract No. 104715 (Only for Original Renewals)

<p>Contractor Name: <u>State Office for Services to Children and Families, Midtown Branch</u></p> <p>Mailing Address: <u>c/o Business Services Section</u> <u>Human Resource Bldg, 4th Floor</u> <u>500 Summer Street NE</u> <u>Salem, OR 97310-1017</u></p> <p>Phone: <u>(503) 945-6693</u></p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>July 1, 1997</u></p> <p>Termination Date: <u>June 30, 1999</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <u>\$ 184,368</u></p>	<p>Remittance Address (if different) _____</p> <hr/> <p style="text-align: center;">Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez* Date: 7/21/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Katie Gault* Date: 7/25/97

County Chair/Sheriff: *Wally Davis* Date: 8/7/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE <u>GV5257</u>				VENDOR NAME				TOTAL AMOUNT: <u>\$184,368</u>			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
01	156	010	1661			2301		9109	CSD Project Team	\$84,000	
01	156	010	1641			2301		9109	CSD Project Team	\$100,368	
										\$184,368	

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

STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT

Agreement Number: 70457

Date: June 12, 1997

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, State Office for Services to Children and Families, hereinafter referred to as the "Department" and **MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES, ALCOHOL AND DRUG PROGRAMS** hereinafter referred to as the "Contractor or County". The Department's supervising representative for this Agreement is CHRIS HENNEL.

Effective Date and Duration: This Agreement shall become effective on July 1, 1997 or on the date at which every party has signed this Agreement and, when required, the Department of Administrative Services and the Department of Justice have approved this Agreement, whichever date is later. This Agreement shall expire, unless otherwise terminated or extended, on June 30, 1999. However, such expiration shall not extinguish or prejudice Department's right to enforce this Agreement with respect to (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

Statement of Work: The statement of services to be performed and Agreement provisions are contained in the following documents which are attached hereto and are by this reference made a part of this Agreement:

Document	Pages	Document	Pages
SCHEDULE	4	EXHIBIT I	3
GENERAL PROVISIONS	5		

Consideration: Department agrees to pay Contractor an amount not to exceed \$184,368.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to Contractor as outlined in the Agreement document entitled SCHEDULE.

Amendment: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties, including, when required, the Department of Administrative Services and the Department of Justice.

CONTRACTOR, BY EXECUTION OF THIS AGREEMENT HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY DATA AND CERTIFICATION

NAME: (tax filing): MULTNOMAH COUNTY

ADDRESS: 421 SW 6th, 7th FLOOR, PORTLAND OR 97204-1618

Social Security # or Federal Tax I.D. # 93-6002309 Phone #: (503) 248-3691 Fax #: 248-3379

Certification: The undersigned agrees to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein.

CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVAL

APPROVED BY THE COUNTY: SEE ATTACHED

By: [Signature] Title: Multnomah County Chair Date: 8/7/97

State Office for Services to Children and Families:

By: _____ Title: _____ Date: _____

Reviewed by Contracts Officer: _____ Date: _____

SCHEDULE

AGENCY: MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES, ALCOHOL AND
DRUG PROGRAMS

Date: June 12, 1997

SECTION A SERVICES TO BE PERFORMED

1. The intent of this agreement is to establish a multi-agency Family Support Team Project from staff of the County and the Department. The Family Support Team will include the following specialists, a child welfare social service specialist, a community health nurse, and a substance abuse specialist.

Whereas the County currently has staff providing substance abuse services, and the Department has staff providing child welfare services, this agreement will provide a model whereby these services are integrated to better serve families.

2. The County will provide substance abuse services to clients of the Family Support Team. Services include client alcohol and drug assessments, client treatment referrals, client progress monitoring, inpatient and outpatient treatment program services, and liaison with client treatment providers.
3. The Department will provide the child welfare services to clients of the Family Support Team.
4. The County and the Department agree services will be provided in accordance with Exhibit I, Description of Services, which is attached to this agreement and by this reference is incorporated in this agreement.

SECTION B CONSIDERATION

1. As consideration for costs of providing the agreed services, for the period beginning July 1, 1997, (or on the date at which every party has signed this agreement, whichever date is later), and ending June 30, 1999, the Department will pay the County, by check(s), an amount not to exceed \$184,368.00, to be paid as follows:

a. Reimbursement of County costs for the period beginning July 1, 1997 and ending June 30, 1998, an amount not to exceed \$49,440.00 paid at the rate of \$4,120.00 per month for the following services:

- 1) Providing up to 1.0 FTE Alcohol and Drug Specialist services;
- 2) Private car mileage reimbursed at published County base rate and rate per mile;
- 3) Appropriate professional continuing education, training and clinical consultation, authorized and approved by supervisor according to published County policies and procedures and in consultation with the Family Support Team supervisor.

b. Reimbursement of County costs for the period beginning July 1, 1998 and ending June 30, 1999, an amount not to exceed \$50,928.00, paid at the rate of \$4,244.00 per month for the following services:

- 1) Providing up to 1.0 FTE Alcohol and Drug Specialist services;
- 2) Private car mileage reimbursed at published County base rate and rate per mile;
- 3) Appropriate professional continuing education, training and clinical consultation, authorized and approved by supervisor according to published County policies and procedures and in consultation with the Family Support Team supervisor.

c. Reimbursement of County costs for providing alcohol and drug treatment services to Family Support Team clients who are ineligible for treatment support or other sources of reimbursement, for the period beginning July 1, 1997 and ending June 30, 1999, an amount not to exceed \$84,000.00 to be paid at the rate of \$3,500.00 per month for the following services:

- 1) Inpatient and outpatient treatment services will be reimbursed according to the same scope and content of services provided by the Medicaid program to Medicaid-eligible clients. Charges will be reimbursed to the Agency by the Department at Medicaid rates in effect at the time services are rendered. Inpatient and outpatient service length of stay shall be limited to 90 days per client without re-authorization by a Family Support Team staffing.
- 2) Residential treatment services will be provided at the equivalent daily rate of a State funded residential drug bed, currently \$30.06 per day. In addition, residential treatment providers may bill for urinalysis collection and screening at the Medicaid rate (currently \$14.00) no more than 4 times during the first 4 weeks, and no more than twice per month thereafter.

Residential service length of stay will be limited to 95 days without re-authorization by a Family Support Team representative.

2. Payment will be made by the Department to the County monthly, on or after the first of each month following the month in which the services were performed, subject to receipt by the Department of the billing.
3. The Department reserves the right to audit and review the actual expenses of the County to assure that the payments under this agreement do not exceed amounts that are reasonable and necessary to assure quality service, and to assure that the County's expenses are in accordance with applicable federal regulations on allowable costs. If the Department finds, from its audit and review, that the County has made expenditures, from the funds under this agreement for costs, which are not allowable under the agreement or have not been approved by the Department, the County agrees to promptly refund the monies so expended to the Department upon request.
4. Billings and a report of the services rendered will be submitted monthly, on form CF 294A, to State Office for Services to Children and Families, Attn: Chris Hennel, 1425 NE Irving, Bldg. 400, Portland, Oregon 97232. The Office Manager will review, approve and then forward all billings to the Project Director. A supply of the form CF 294A shall be sent to the County by the Department.

SECTION C PROVISIONS SPECIFIC TO THIS AGREEMENT

1. PROGRAM:

- a. Agency-Client Relationship: The Agency will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the Agency's service program. At the time arrangements are made for the Agency's services, the Agency will advise the child and parents or guardian of this provision. The Agency shall notify the Department of all unresolved grievances.
- b. Program Responsibility, Eligibility and Case Planning: Department, through its branch offices, is responsible for determining the nature and extent of and eligibility for service for all children for whom the Department purchases services under this agreement.
- c. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for Department. The Department reserves the right to review information regarding efforts to deliver services that benefit culturally diverse children and youth.
- d. Program Records, Controls, Reports and Monitoring Procedures: The County agrees to maintain program records including statistical records, and to provide program records to Department at times and in the form prescribed by Department. The County agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this agreement. The County also agrees that a program and facilities review (including meetings with consumers, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by Department.
- e. Program Responsibility, Eligibility and Case Planning: The Department, through its branch offices, is responsible for determining the nature and extent of service for all children for whom the Department purchases services under this Agreement. The Agency agrees to include the appropriate Department staff person in making decisions regarding ongoing planning for children served.
- f. Indemnification and Insurance: The County agrees that it is an independent contractor and not an agent of the Department notwithstanding the hold harmless provisions in the General Provisions of this agreement. The County and the Department shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, because of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts of omissions of the other party under this agreement.

Both the Department and the County shall obtain, and always keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. The County may satisfy these requirements in any manner allowed by ORS 30.282. The Department shall satisfy this requirement through the Insurance Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the County's insurance policy referred to in this paragraph, the County shall immediately notify the Department verbally and in writing.

As evidence of the insurance coverage required by this agreement, and before execution of this agreement, the County shall furnish a certificate of insurance to State Office for Services for Children and Families, ATTN: Contracts Manager, at 500 Summer Street NE, 4th Floor,

Salem, Oregon 97310-1017. The certificate form to be completed by the County's insurer will be maintained in the Department's file to this agreement.

There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without 30 days notice to the Department.

- g. All records identifying family members as alcohol and drug abuse treatment clients are protected by 42 CFR Part 2, Confidentiality Regulations for Alcohol and Drug Abuse Treatment records. Disclosures of information that identifies alcohol and drug abuse clients are also protected from re-disclosure and should be stamped with the following statement: "Federal rules prohibit you from making further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient."

2. PAYMENT

a. Definitions

- 1) Allowable Costs are those costs which are reasonable and necessary for delivery of services herein agreed.
- 2) Restricted Funds are funds paid to County by Department, plus any interest accrued thereon, which are expendable only for allowable costs under this agreement.

- b. The funds paid by the Department to the County under this agreement are restricted funds. The County agrees to expend the restricted funds strictly in accordance with the agreement.

- c. County shall not exceed, and Department will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this agreement, the amendment must be fully effective before County performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this agreement. This agreement will not be amended after the expiration date.

- d. In addition to audit provisions under the General Provisions Department reserves the right to periodically audit and review the actual expenses of the County for the following purposes:
- 1) To document the relation between the established payments under this agreement and the amounts spent by the County.
 - 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.

If it is determined from the County's expense statements or the audits referred to above that County has made expenditures from the funds under this agreement for costs that are not allowable under the agreement, the County agrees to promptly refund the moneys so expended to Department upon request.

- e. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures: The County agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this agreement, and all revenue received for programs under this agreement.

GENERAL PROVISIONS

1. **Independent Contractor; Responsibility for Taxes and Withholding**
 - a. Contractor shall perform all required Work as an independent contractor. Although the Department reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, Department cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
 - b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer", "employee", or "agent" of the Department, as those terms are used in ORS 30.265.
 - c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Department will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
2. **Subcontracts and Assignment; Successors and Assigns**
 - a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Department's prior written consent. In addition to any other provisions Department may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by Sections 2, 6, 7, 11 and 13 of these General Provisions as if the subcontractor were the Contractor. Department's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
 - b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.
3. **No Third Party Beneficiaries** Department and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
4. **Funds Available and Authorized; Payments**
 - a. Contractor shall not be compensated for work performed under this Contract by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the Department's biennial appropriation or limitation. Contractor understands and agrees that Department's payment of amounts under this Contract attributable to Work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
 - b. Department will only pay for completed work that is accepted by Department.
5. **Representations and Warranties**
 - a. **Contractor's Representations and Warranties.** Contractor represents and warrants to Department that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, and calculate all date and date related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Contract that

process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

b. Contractor's Limitation of Liability Contractor's liability with respect to Items (5) and (6) of 5a. above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) \$100,000, whichever is greater.

c. Warranties cumulative The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. **Ownership of Work Product** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of Department. Department and Contractor intend that such Work Product be deemed "work made for hire" of which Department shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", Contractor hereby irrevocably assigns to Department all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Department may reasonably request in order to fully vest such rights in Department. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
7. **Indemnity** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Department and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.
8. **Insurance** During the term of this contract Contractor shall maintain in force at its own expense, Workers' compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon worker's compensation coverage for all their subject workers, and any insurance required in the portion of the Contract entitled Schedule, Provisions Specific To This Contract.

Notice of Cancellation or Change There shall be no cancellation, material change, reduction of limits or intent not to review the insurance coverage(s) without 30 days prior written notice from Contractor or its insurer(s) to Contracts Officer, Oregon Department of Human Resources.

Certificates of Insurance As evidence of the insurance coverage's required by this contract, Contractor shall furnish acceptable insurance certificates to Contracts Officer, Oregon Department of Human Resources, prior to commencing the Work. The certificate will specify all of the parties who are Additional Insured's. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

9. Termination

- a. **Parties' Right to Terminate For Convenience** This Contract may be terminated at any time by mutual written consent of the parties.
- b. **Department's Right To Terminate For Convenience** Department may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days notice to Contractor.
- c. **Department's Right to Terminate For Cause** Department may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Department may establish in such notice, upon the occurrence of any of the following events:
 - (i) Department fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
 - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or Department is prohibited from paying for such Work from the planned funding source;
 - (iii) Contractor no longer holds any license or certificate that is required to perform the Work; or
 - (iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified

herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Department's notice, or such longer period as Department may specify in such notice.

d. Contractor's Right to Terminate for Cause Contractor may terminate this Contract upon 30 days' notice to Department if Department fails to pay Contractor pursuant to the terms of this Contract and Department fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

e. Remedies

(i) In the event of termination pursuant to Sections 9.a, 9.b, 9.c(i), 9.c(ii) or 9.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Department, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section (i), Contractor shall pay any excess to Department upon demand.

(ii) In the event of termination pursuant to Section 9.c(iii) or 9.c(iv), Department shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Section 9.c(iii) or 9.c(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 9.b.

f. Contractor's Tender Upon Termination Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Department expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Department all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Department's request, Contractor shall surrender to anyone Department designates, all documents, research or objects or other tangible things needed to complete the Work.

- 10. Limitation of Liabilities** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 9.(e)(ii) or 5(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.
- 11. Records Maintenance; Access** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 12. Compliance with Applicable Law** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 13. Foreign Contractor** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor

shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

14. **Force Majeure** Neither Department nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Department or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
15. **Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 5, 6, 7, 9, 10, 11, 15, and 21.
16. **Time is of the Essence** Contractor agrees that time is of the essence under this Contract.
17. **Notice** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Department at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 17. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Department, such facsimile transmission must be confirmed by telephone notice to Department's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
18. **Severability** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
19. **Counterparts** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.
20. **Disclosure of Social Security Number** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
21. **Governing Law; Venue; Consent to Jurisdiction** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (and/or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
22. **Year 2000 Compliance Notice** In the event Contractor learns or has reason to believe that Department's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise Department of such failure.
23. **Safeguarding of Client Information** The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Department.

24. **Recovery of Overpayments** If billings under this contract, or under any other contract between the Contractor and the Department, result in payments to the Contractor to which the Contractor is not entitled, the Department, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
25. **Merger Clause; Waiver** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Department to enforce any provision of this Contract shall not constitute a waiver by Department of that or any other provision.
26. **Government Employment Status** If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.

ADDENDUM TO GENERAL PROVISIONS

CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW:

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

(2) The payment of a claim in the manner authorized in the section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

(2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor 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) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

RECYCLING

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

Exhibit 1
June 17, 1997

FAMILY SUPPORT TEAM
Project Description
(For Drug and Alcohol Treatment Contract)

The Multnomah Midtown Branch of the State Office for Services to Children and Families (SOSCF) Family Support Team Project will provide the staff and services to assure eligible families will be provided with an opportunity to work with a multi-agency team of professionals, including SCF caseworkers, human services aids, and administrative support; and a Multnomah County substance abuse specialist; and a Multnomah County health nurse. The team will work as partners with families to ensure the well-being of children, reduce the likelihood of abuse and/or neglect, including drug exposed infants, and to provide a supportive environment allowing for the healthy development of children. This team will play one part of a multi-agency effort to meet the Oregon Benchmark Goals of a reduction in the number of children abused or neglected (Benchmark #4), an increased percentage of babies and infants receiving basic health care (Benchmark #12), and an increased percentage of children entering kindergarten meeting specific developmental standards (Benchmark #13).

Families targeted to receive services of the Family Support Team will include primarily those families with children under the age of five years who have a founded child protective services (CPS) referral. The casework approach used with the families will be the nationally recognized Family Unity Model. This model provides an arena for the strengthening of natural family support systems which will continue to support client families long after the agency's case is closed. This model, in conjunction with the accessibility of health services arranged through the community health nurse and substance abuse specialist, will provide a barrier-free way for the professional community to support families. When services are in place and the level of risk has been reduced, families may continue to receive services through contracted or non-contracted providers, as part of a community after-care plan.

The Midtown Family Support Team will have a contractual collaboration with the primary service providers: the State Office for Services to Children and Families, the Multnomah County Health Department, and a variety of local treatment providers. Service linkages with additional organizations such as Head Start, crisis relief nurseries, the Multnomah County Housing Authority, and others will be the responsibility of team members. Such a broad-based approach has proven necessary to effect change in multi-problem families that have reached the attention of the State Office for Services to Children and Families.

Substance abuse services include the following:

1. Provide a formalized, in-depth alcohol and drug assessment on Family Support

Team clients.

2. Participate in multi-disciplinary treatment planning for each referred family.
3. Work with Family Support Team members and other involved specialists to develop an initial service agreement with the family that outlines goals and expectations.
4. Refer families to the most appropriate and accessible alcohol and drug treatment (i.e. ... , "treatment brokering") and sobriety plans with clients awaiting formal treatment.
5. Monitor progress of clients in alcohol and substance abuse treatment programs.
6. Liaise between treatment providing agencies and the Family Support Team.
7. Receive discharge summaries when clients terminate treatment and work with families and professional team to enact a plan to prevent relapse.
8. Maintain follow-up contact with clients' SCF caseworkers to assist with relapse intervention for the amount of time negotiated in service agreements.
9. Provide drug screening tests to clients as necessary.
10. Participate in periodic staffings and weekly Family Support Team meetings.
11. Participate in Family Unity Meetings as needed.
12. Provide alcohol and drug information and consultation to families and service participants as requested.
13. Provide training for Family Support Team staff and other Midtown SCF staff regarding substance abuse issues.

Outcomes

The anticipated outcomes of the project will be:

1. Parents who are better able to provide for the physical and emotional needs of their children.
2. Families who will have more rapid access to needed services.
3. A shortened length of stay when placement of children in out-of-home care has been necessary.

Effectiveness

The effectiveness of the Midtown Family support Team will be measured by:

1. A reduction in new child abuse and/or neglect referrals on families who have received the services of the Family Support Team.
2. Reduced lengths of stays in out-of-home care of children of families receiving Family Support Team services.
3. Notable positive changes in parental or caretaker self-sufficiency.
4. A notable positive change in the developmental screening inventory of pre-school aged children.

Anticipated Benefits

It is anticipated that the number of children entering foster care after a founded child abuse complaint will be reduced by about 40 percent and that the length of foster care placements will be reduced by 20 percent. It is estimated that subsequent CPS referrals within twelve months from initial assessments will be reduced by an additional 50 percent.

In addition, the project is expected to produce additional community savings related to Family Support Team clients maintenance of drug-free lifestyles, increased employability, and improved self-sufficiency.

H:mgt\Fst1

MULTNOMAH COUNTY CONTRACT # 102248

STATE OF OREGON INTER-
GOVERNMENTAL AGREEMENT # 70457

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

MULTNOMAH COUNTY, OREGON

STATE OFFICE FOR SERVICES TO
CHILDREN AND FAMILIES

BY Lorenzo Paez 7/21/97 BY _____
Director, Dept of Community & Family Svcs Date Title Date

BY Beverly Stein 8/7/97
Beverly Stein, Multnomah County Chair Date

REVIEWED:

THOMAS SPONSLER, County Counsel
for Multnomah County, Oregon

By Katie Gaetjens 7/25/97
Katie Gaetjens, Asst. Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 07 1997

AGENDA NO: C-8

ESTIMATED START TIME: 9:30 am

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of the 1997-99 State Office for Services to Children and Families--East Branch, Biennial Revenue Agreement

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: Consent

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

State Office for Services to Children and Families, East Branch Biennial Revenue Agreement

8/8/97 ORIGINALS to Duane Brown

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
97 JUL 25 PM 5:08
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mls*
Department of Community and Family Services

DATE: July 9, 1997

SUBJECT: Intergovernmental Revenue Agreement between the Department of Community and Family Services and State Office for Services to Children and Families, East Branch

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the renewal revenue agreement from the State Office for Services to Children and Families (SOSCF), East Branch, for the period July 1, 1997, through June 30, 1999.

II. Background/Analysis: The Department of Community and Family Services has received a renewal revenue agreement from SOSCF, East Branch, which funds County staff and services. Under this agreement, the County provides substance abuse services for clients of the multi-agency Family Support Team Project. The services include client alcohol and drug assessments, client treatment referrals, client progress monitoring, inpatient and outpatient treatment services, and liaison with client treatment providers.

III. Financial Impact: The contract is for \$184,368. The funding is included in the Department's budget.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This agreement supports activities to strengthen families, reduce potential for crime, and increase intergovernmental cooperation and coordination.

VII. Citizen Participation: n/a

VIII. Other Government Participation: The agreement represents an ongoing, intergovernmental, cooperative project to support families.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒

Prior-Approved Contract Boilerplate: Attached; XXXX Not Attached

Contract # 102258

Amendment # 0

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement Under \$50,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-8</u> DATE <u>8/7/97</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Community & Family Services

Division: _____

Date: July 8, 1997

Administrative Contact: Duane Brown

Phone: 248-3691 ext. 24563

Bldg/Room 166/7th

Description of Contract:

Renewal of revenue contract for Family Support Team—East Branch.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☐ None

Original Contract No. 103196 (Only for Original Renewals)

<p>Contractor Name: State Office for Services to Children and Families</p> <p>DHR Contracts</p> <p>Mailing Address: Human Resource Bldg, 4th Floor</p> <p>500 Summer Street NE</p> <p>Salem, OR 97310-1017</p> <p>Phone: (503) 945-6693</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: July 1, 1997</p> <p>Termination Date: June 30, 1999</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ 184,368</p>	<p>Remittance Address (if different) _____</p> <table border="0" style="width:100%;"> <tr> <td align="center" colspan="2">Payment Schedule</td> <td align="center">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum</td> <td>\$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly</td> <td>\$ <u>Per Invoice</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td>\$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="3"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="3">Purchase Order No. _____</td> </tr> <tr> <td colspan="3"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="3">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule		Terms	<input type="checkbox"/> Lump Sum	\$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly	\$ <u>Per Invoice</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other	\$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required			Purchase Order No. _____			<input type="checkbox"/> Requirements Not to Exceed \$ _____			Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>		
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Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																									

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez* Date: 7/21/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Kathy Gough* Date: 7/25/97

County Chair/Sheriff: *Willie Dean* Date: 8/7/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE REV131				VENDOR NAME				TOTAL AMOUNT: \$184,368			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
01	156	010	1661			2301		9107	CSD Project Team	\$84,000	
01	156	010	1641			2301		9107	CSD Project Team	\$100,368	
										\$184,368	

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

STATE OF OREGON INTER-GOVERNMENTAL AGREEMENT

Agreement Number: 70456

Date: June 12, 1997

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, State Office for Services to Children and Families, hereinafter referred to as the "Department" and **MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES, ALCOHOL AND DRUG PROGRAMS** hereinafter referred to as the "Contractor or County". The Department's supervising representative for this Agreement is FRANCES DEHLIN.

Effective Date and Duration: This Agreement shall become effective on July 1, 1997 or on the date at which every party has signed this Agreement and, when required, the Department of Administrative Services and the Department of Justice have approved this Agreement, whichever date is later. This Agreement shall expire, unless otherwise terminated or extended, on June 30, 1999. However, such expiration shall not extinguish or prejudice Department's right to enforce this Agreement with respect to (i) any breach of a Contractor warranty; or (ii) any default or defect in Contractor performance that has not been cured.

Statement of Work: The statement of services to be performed and Agreement provisions are contained in the following documents which are attached hereto and are by this reference made a part of this Agreement:

Document	Pages	Document	Pages
SCHEDULE	4	EXHIBIT I	3
GENERAL PROVISIONS	5		

Consideration: Department agrees to pay Contractor an amount not to exceed \$184,368.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to Contractor as outlined in the Agreement document entitled SCHEDULE.

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 the parties, including, when required, the Department of Administrative Services and the Department of Justice.

CONTRACTOR, BY EXECUTION OF THIS AGREEMENT HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY DATA AND CERTIFICATION

NAME: (tax filing): MULTNOMAH COUNTY

ADDRESS: 421 SW 6th, 7th FLOOR, PORTLAND OR 97204-1618

Social Security # or Federal Tax I.D. # 93-6002309 Phone #: (503) 248-3691 Fax # 248-3379

Certification: The undersigned agrees to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein.

CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVAL

APPROVED BY THE COUNTY:

By: [Signature] SEE ATTACHED Multnomah County Chair Date: 8/7/97

State Office for Services to Children and Families:

By: _____ Title: _____ Date: _____

Reviewed by Contracts Officer: _____ Date: _____

SCHEDULE

AGENCY: MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES, ALCOHOL AND
DRUG PROGRAMS

Date: June 12, 1997

SECTION A SERVICES TO BE PERFORMED

1. The Agency agrees to provide services described as follows and in any attachments hereto, in accordance with the terms and conditions stipulated in the agreement and its attachments for Project Team.
 - A. Agency will hire, supervise, and support up to 1.0 FTE Substance Abuse Specialist.
 - B. The Department's East Multnomah County Branch Office will provide a work station for the Agency's Substance Abuse Specialist.
 - C. Substance Abuse Specialist will participate as a member of the Project Team by providing alcohol and drug assessments to clients being served by Project Team and make treatment referrals, monitor client progress and act as liaison to treatment providers.
 - D. Agency's Substance Abuse Specialist will serve as a member of Project Team. The Project Team will identify the duties and responsibilities of the Substance Abuse Specialist. See Exhibit I for description of Project Team, with special attention description of Substance Abuse Specialist duties and responsibilities.
 - E. The Agency will reimburse drug and alcohol treatment programs for treatment, as approved by the Project Team/Family Support Team staffing, of clients who are ineligible for other timely sources of reimbursement. The maximum length of said treatment programs and payment consideration is specified below. Services are to be provided in State certified drug and alcohol treatment providers under contract to Multnomah County.

SECTION B CONSIDERATION

1. As consideration for costs of providing the agreed services, for the period beginning July 1, 1997, (or on the date at which every party has signed this agreement, whichever date is later), and ending June 30, 1999, the Department will pay the County, by check(s), an amount not to exceed \$184,368.00, to be paid as follows:
 - A. For the period beginning July 1, 1997 and ending June 30, 1998 an amount not to exceed \$49,440.00 to be paid at the rate of \$4,120.00 per month for a maximum of 12 months;

For the period beginning June 30, 1998 and ending June 30, 1999 an amount not to exceed \$50,928.00 to be paid at the rate of \$4,244.00 per month for a maximum of 12 months, for the following services:
 1. Providing up to 1.0 FTE Alcohol and Drug Specialist services;
 2. Private car mileage, paid at State rates per mile;
 3. Training, education and clinical consultation, authorized and approved by supervisor according to published county policies and procedures and in consultation with the Department's Family Support Team supervisor.
 - B. An amount not to exceed \$84,000.00 for the following services to be paid at the rate of \$3,500.00 per month for a maximum of 24 months for the following services:
 1. Outpatient treatment services will be reimbursed according to the same scope and content of services provided by the Medicaid Program to Medicaid-eligible clients. Charges will be reimbursed to the Agency by the Department at Medicaid rates in effect at the time services are rendered.

Outpatient service length of stay shall be limited to 90 days per client without re-authorization by a Family Support Team staffing.

2. Residential treatment services will be provided at the equivalent daily rate of a State funded residential drug bed, currently \$30.06 per day. In addition, residential treatment providers may bill for urinalysis collection and screening at the Medicaid rate (currently \$14.00) no more than 4 times during the first 4 weeks, and no more than twice per month thereafter.

Residential service length of stay will be limited to 95 days without re-authorization by a Family support Team representative.

The Agency agrees to provide Detailed Budgets for the periods beginning October 1, and ending June 30 of each year (1997 and 1998), 30 days prior to the beginning of those periods.

2. Payment will be made by the Department to the County monthly, on or after the first of each month following the month in which the services were performed, subject to receipt by the Department of the billing.
3. The Department reserves the right to audit and review the actual expenses of the County to assure that the payments under this agreement do not exceed amounts that are reasonable and necessary to assure quality service, and to assure that the County's expenses are in accordance with applicable federal regulations on allowable costs. If the Department finds, from its audit and review, that the County has made expenditures, from the funds under this agreement for costs, which are not allowable under the agreement or have not been approved by the Department, the County agrees to promptly refund the monies so expended to the Department upon request.
4. Billings and a report of the services rendered will be submitted monthly, on form CF 294A, to State Office for Services to Children and Families, Attn: Frances Dehlin, 3618 SE 122nd Avenue, Portland, Oregon 97236-3403. The Office Manager will review, approve and then forward all billings to the Project Director. A copy of the form CF 294A shall be sent to the County by the Department.

SECTION C PROVISIONS SPECIFIC TO THIS AGREEMENT

1. PROGRAM:

- a. Agency-Client Relationship: The Agency will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the Agency's service program. At the time arrangements are made for the Agency's services, the Agency will advise the child and parents or guardian of this provision. The Agency shall notify the Department of all unresolved grievances.
- b. Program Responsibility, Eligibility and Case Planning: Department, through its branch offices, is responsible for determining the nature and extent of and eligibility for service for all children for whom the Department purchases services under this agreement.
- c. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for Department. The Department reserves the right to review information regarding efforts to deliver services that benefit culturally diverse children and youth.
- d. Program Records, Controls, Reports and Monitoring Procedures: The County agrees to maintain program records including statistical records, and to provide program records to Department at times and in the form prescribed by Department. The County agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this agreement. The County also agrees that a program and facilities review (including meetings with consumers, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by Department.
- e. Program Responsibility, Eligibility and Case Planning: The Department, through its branch offices, is responsible for determining the nature and extent of service for all children for whom the Department purchases services under this Agreement. The Agency agrees to include the appropriate Department staff person in making decisions regarding ongoing planning for children served.
- f. Indemnification and Insurance: The County agrees that it is an independent contractor and not an agent of the Department notwithstanding the hold harmless provisions in the General Provisions of this agreement. The County and the Department shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, because of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts of omissions of the other party under this agreement.

Both the Department and the County shall obtain, and always keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. The County may satisfy these requirements in any manner allowed by ORS 30.282. The Department shall satisfy this requirement through the Insurance Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the County's insurance policy referred to in this paragraph, the County shall immediately notify the Department verbally and in writing.

As evidence of the insurance coverage required by this agreement, and before execution of this agreement, the County shall furnish a certificate of insurance to State Office for Services for Children and Families, ATTN: Contracts Manager, at 500 Summer Street NE, 4th Floor,

Salem, Oregon 97310-1017. The certificate form to be completed by the County's insurer will be maintained in the Department's file to this agreement.

There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without 30 days notice to the Department.

- g. All records identifying family members as alcohol and drug abuse treatment clients are protected by 42 CFR Part 2, Confidentiality Regulations for Alcohol and Drug Abuse Treatment records. Disclosures of information that identifies alcohol and drug abuse clients are also protected from re-disclosure and should be stamped with the following statement: "Federal rules prohibit you from making further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

2. PAYMENT

- a. Definitions
 - 1) Allowable Costs are those costs which are reasonable and necessary for delivery of services herein agreed.
 - 2) Restricted Funds are funds paid to County by Department, plus any interest accrued thereon, which are expendable only for allowable costs under this agreement.
- b. The funds paid by the Department to the County under this agreement are restricted funds. The County agrees to expend the restricted funds strictly in accordance with the agreement.
- c. County shall not exceed, and Department will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this agreement, the amendment must be fully effective before County performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this agreement. This agreement will not be amended after the expiration date.
- d. In addition to audit provisions under the General Provisions Department reserves the right to periodically audit and review the actual expenses of the County for the following purposes:
 - 1) To document the relation between the established payments under this agreement and the amounts spent by the County.
 - 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.If it is determined from the County's expense statements or the audits referred to above that County has made expenditures from the funds under this agreement for costs that are not allowable under the agreement, the County agrees to promptly refund the moneys so expended to Department upon request.
- e. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures: The County agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this agreement, and all revenue received for programs under this agreement.

GENERAL PROVISIONS

1. **Independent Contractor; Responsibility for Taxes and Withholding**
 - a. Contractor shall perform all required Work as an independent contractor. Although the Department reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, Department cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
 - b. If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employing agency (state or federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer", "employee", or "agent" of the Department, as those terms are used in ORS 30.265.
 - c. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Department will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
2. **Subcontracts and Assignment; Successors and Assigns**
 - a. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Department's prior written consent. In addition to any other provisions Department may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by Sections 2, 6, 7, 11 and 13 of these General Provisions as if the subcontractor were the Contractor. Department's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
 - b. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.
3. **No Third Party Beneficiaries** Department and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
4. **Funds Available and Authorized; Payments**
 - a. Contractor shall not be compensated for work performed under this Contract by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the Department's biennial appropriation or limitation. Contractor understands and agrees that Department's payment of amounts under this Contract attributable to Work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.
 - b. Department will only pay for completed work that is accepted by Department.
5. **Representations and Warranties**
 - a. **Contractor's Representations and Warranties.** Contractor represents and warrants to Department that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, and calculate all date and date related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Contract that

process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

b. Contractor's Limitation of Liability Contractor's liability with respect to Items (5) and (6) of 5a. above shall not exceed: (1) twice the total contract amount (including any amendments) or (2) \$100,000, whichever is greater.

c. Warranties cumulative The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Ownership of Work Product All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of Department. Department and Contractor intend that such Work Product be deemed "work made for hire" of which Department shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", Contractor hereby irrevocably assigns to Department all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Department may reasonably request in order to fully vest such rights in Department. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

7. Indemnity Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Department and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

8. Insurance During the term of this contract Contractor shall maintain in force at its own expense, Workers' compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon worker's compensation coverage for all their subject workers, and any insurance required in the portion of the Contract entitled Schedule, Provisions Specific To This Contract.

Notice of Cancellation or Change There shall be no cancellation, material change, reduction of limits or intent not to review the insurance coverage(s) without 30 days prior written notice from Contractor or its insurer(s) to Contracts Officer, Oregon Department of Human Resources.

Certificates of Insurance As evidence of the insurance coverage's required by this contract, Contractor shall furnish acceptable insurance certificates to Contracts Officer, Oregon Department of Human Resources, prior to commencing the Work. The certificate will specify all of the parties who are Additional Insured's. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

9. Termination

a. Parties' Right to Terminate For Convenience This Contract may be terminated at any time by mutual written consent of the parties.

b. Department's Right To Terminate For Convenience Department may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days notice to Contractor.

c. Department's Right to Terminate For Cause Department may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Department may establish in such notice, upon the occurrence of any of the following events:

(i) Department fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or Department is prohibited from paying for such Work from the planned funding source;

(iii) Contractor no longer holds any license or certificate that is required to perform the Work; or

(iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified

herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Department's notice, or such longer period as Department may specify in such notice.

d. Contractor's Right to Terminate for Cause Contractor may terminate this Contract upon 30 days' notice to Department if Department fails to pay Contractor pursuant to the terms of this Contract and Department fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

e. Remedies

(i) In the event of termination pursuant to Sections 9.a, 9.b, 9.c(i), 9.c(ii) or 9.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Department, less previous amounts paid and any claim(s) which State has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section (i), Contractor shall pay any excess to Department upon demand.

(ii) In the event of termination pursuant to Section 9.c(iii) or 9.c(iv), Department shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Section 9.c(iii) or 9.c(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 9.b.

f. Contractor's Tender Upon Termination Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Department expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Department all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Department's request, Contractor shall surrender to anyone Department designates, all documents, research or objects or other tangible things needed to complete the Work.

10. Limitation of Liabilities EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 9.(e)(ii) or 5(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

11. Records Maintenance; Access Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

12. Compliance with Applicable Law Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

13. Foreign Contractor If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. Contractor

shall demonstrate its legal capacity to perform the Work under this Contract in the State of Oregon prior to entering into this Contract.

14. **Force Majeure** Neither Department nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Department or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
15. **Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 5, 6, 7, 9, 10, 11, 15, and 21.
16. **Time is of the Essence** Contractor agrees that time is of the essence under this Contract.
17. **Notice** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Department at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 17. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Department, such facsimile transmission must be confirmed by telephone notice to Department's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
18. **Severability** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
19. **Counterparts** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.
20. **Disclosure of Social Security Number** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
21. **Governing Law; Venue; Consent to Jurisdiction** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (and/or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
22. **Year 2000 Compliance Notice** In the event Contractor learns or has reason to believe that Department's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise Department of such failure.
23. **Safeguarding of Client Information** The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Department.

24. **Recovery of Overpayments** If billings under this contract, or under any other contract between the Contractor and the Department, result in payments to the Contractor to which the Contractor is not entitled, the Department, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
25. **Merger Clause; Waiver** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Department to enforce any provision of this Contract shall not constitute a waiver by Department of that or any other provision.
26. **Government Employment Status** If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.

ADDENDUM TO GENERAL PROVISIONS

CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW:

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

- (2) The payment of a claim in the manner authorized in the section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor 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) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

RECYCLING

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

Exhibit I

FAMILY SUPPORT TEAM Project Description

The Multnomah East Branch State Office for Services to Children and Families (SCF) Family Support Team Project will provide the staff and services to assure eligible families will be provided with an opportunity to work with a multi-agency team of professionals, including SCF caseworkers, human services aids, and administrative support; and a Multnomah County substance abuse specialist; and a Multnomah County health nurse. The team will work as partners with families to ensure the well-being of children, reduce the likelihood of abuse and/or neglect, including drug exposed infants, and to provide a supportive environment allowing for the healthy development of children. This team will play one part of a multi-agency effort to meet the Oregon Benchmark Goals of a reduction in the number of children abused or neglected (Benchmark #4), an increased percentage of babies and infants receiving basic health care (Benchmark #12), and an increased percentage of children entering kindergarten meeting specific developmental standards (Benchmark #13).

Families targeted to receive services of the Family Support Team will include primarily those families with children under the age of five years who have a founded child protective services (CPS) referral. The casework approach used with the families will be the nationally-recognized Family Unity Model. This model provides an arena for the strengthening of natural family support systems which will continue to support client families long after the agency's case is closed. This model, in conjunction with the accessibility of health services arranged through the community health nurse and substance abuse specialist, will provide a barrier-free way for the professional community to support families. When services are in place and the level of risk has been reduced, families may continue to receive services through contracted or non-contracted providers, as part of a community after-care plan.

The East Branch Family Support Team will have a contractual collaboration with the primary service providers: the State Office for Services to Children and Families, the Multnomah County Health Department, and a variety of local treatment providers. Service linkages with additional organizations such as Head Start, crisis relief nurseries, the Multnomah County Housing Authority, and others will be the responsibility of team members. Such a broad-based approach has proven necessary to effect change in multi-problem families that have reached the attention of the State Office for Services to Children and Families.

Substance abuse services include the following:

1. Provide a formalized, in-depth alcohol and drug assessment on Family Support Team clients.
2. Participate in multi-disciplinary treatment planning for each referred family.
3. Work with Family Support Team members and other involved specialists to

Page 2

- develop an initial service agreement with the family that outlines goals and expectations.
4. Refer families to the most appropriate and accessible alcohol and drug treatment (i.e., "treatment brokering") and sobriety plans with clients awaiting formal treatment.
 5. Monitor progress of clients in alcohol and substance abuse treatment programs.
 6. Liaise between treatment providing agencies and the Family Support Team.
 7. Receive discharge summaries when clients terminate treatment and work with families and professional team to enact a plan to prevent relapse.
 8. Maintain follow-up contact with clients' SCF caseworkers to assist with relapse intervention for the amount of time negotiated in service agreements.
 9. Provide drug screening tests to clients as necessary.
 10. Participate in periodic staffings and weekly Family Support Team meetings.
 11. Participate in Family Unity Meetings as needed.
 12. Provide alcohol and drug information and consultation to families and service participants as requested.
 13. Provide training for Family Support Team and other East Branch SCF staff regarding substance abuse issues.

Outcomes

The anticipated outcomes of the project will be:

1. Parents who are better able to provide for the physical and emotional needs of their children.
2. Families who will have more rapid access to needed services.
3. A shortened length of stay when placement of children in out-of-home care has been necessary.

Effectiveness

The effectiveness of the East Branch Family support Team will be measured by:

1. A reduction in new child abuse and/or neglect referrals on families who have received the services of the Family Support Team.
2. Reduced lengths of stays in out-of-home care of children of families receiving Family Support Team services.
3. Notable positive changes in parental or caretaker self-sufficiency.
4. A notable positive change in the developmental screening inventory of pre-school aged children.

Page 3

Anticipated Benefits

It is anticipated that the number of children entering foster care after a founded child abuse complaint will be reduced by about 40 percent and that the length of foster care placements will be reduced by 20 percent. It is estimated that subsequent CPS referrals within twelve months from initial assessments will be reduced by an additional 50 percent.

In addition, the project is expected to produce additional community savings related to Family Support Team clients maintenance of drug-free lifestyles, increased employability, and improved self-sufficiency.

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MULTNOMAH COUNTY CONTRACT # 102258

STATE OF OREGON INTER-
GOVERNMENTAL AGREEMENT # 70456

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

MULTNOMAH COUNTY, OREGON

STATE OFFICE FOR SERVICES TO
CHILDREN AND FAMILIES

BY *Lolingo Poem* 7/21/97 BY _____
Director, Dept of Community & Family Svcs Date Title _____
Date

BY *Beverly Stein* 8/7/97
Beverly Stein, Multnomah County Chair Date

REVIEWED:

THOMAS SPONSLER, County Counsel
for Multnomah County, Oregon

By *Katie Gaetjens* 7/25/97
Katie Gaetjens, Asst. Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 07 1997
AGENDA NO: C-9
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between Multnomah County and the City of Fairview for the Community Development Block Grant Program Urban County Re-qualification for 1998-2000.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: August 7, 1997
AMOUNT OF TIME NEEDED: 3 minutes

DEPARTMENT: Community & Family Services DIVISION: _____

CONTACT: Iris Bell/Karen Jones Whittle TELEPHONE #: 248-3631
BLDG/ROOM #: B166/5th

PERSON(S) MAKING PRESENTATION: Iris Bell/Karen Jones Whittle

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between Multnomah County and the City of Fairview for the Community Development Block Grant Program Urban County Re-qualification for 1998-2000. Federal regulations for the CDBG Program require eligible counties to re-qualify their status every three years in order to continue receiving funding from the Department of Housing and Urban Development. Multnomah County's current status will expire in June 1998.

8/7/97 originals to Janet Hawkins

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Lorenzo Paez

BOARD OF
COUNTY COMMISSIONERS
97 JUL 30 AM 11:21
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr.

RE: July 29, 1997

DATE: Intergovernmental Agreements for the Community Development Block Grant Program Requalification for 1998-2000

I. Recommendation/Action Requested:

The Board of County Commissioners are asked to approve Intergovernmental Agreements with the cities of Fairview, Lake Oswego, Maywood Park, Troutdale, and Wood Village for requalification of the urban county status for the Community Development Block Grant Program for 1998-2000.

II. Background/Analysis:

Multnomah County has received Community Development Block Grant (CDBG) funds through the Department of Housing and Urban Development since 1984. HUD regulations require renewal of urban county status every three years. The current qualification period expires in June 1998. In order to continue receipt of CDBG funds, Multnomah County and its participating cities as listed above must enter into intergovernmental agreements.

The Board is asked to approve the Intergovernmental Agreements.

III. Financial Impact:

Multnomah County will be eligible to receive CDBG funds on an annual basis beginning July 1 of each of the successive years of 1998, 1999, and 2000.

IV. Legal Issues:

No legal issues are apparent.

V. Controversial Issues:

No issues are controversial.

VI. Line to Current County Policies:


NA

VII. Citizen Participation:

Federal regulations require citizen participation at several key points during the CDBG process. CD staff attended city council meetings, reviewed high points of past CDBG projects for those in attendance, and has been available for program questions.

VIII. Other Governmental Participation:

The cities of Fairview, Lake Oswego, Maywood Park , Troutdale, and Wood Village have approved the Intergovernmental Agreements.



MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Prior-Approved Contract Boilerplate: ☐ Attached; ☒ Not Attached

Contract # 102388

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input checked="" type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement over \$25,000 <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-9</u> DATE <u>8/7/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: _____

Date: July 30, 1997

Administrative Contact: Patty Doyle

Phone: 248-3691 ext 24418

Bldg/Room 166/7th

Description of Contract:

Agreement concerning cooperative participation as an urban county for the Community Development Block Grant program.

RFP/BID #: n/a

Date of RFP/BID: _____

Exemption Expiration Date: _____

ORS/AR # _____ Contractor is

☐ MBE ☐ WBE ☐ QRF ☐ N/A ☐ None

Original Contract No. 102785

(Only for Original Renewals)

Contractor Name: City of Fairview Mailing Address: 300 Harrison Fairview, OR 97024 Phone: (503)665-7929 Employer ID# or SS#: 93-6002161 Effective Date: July 1, 1998 Termination Date: June 30, 2000 Original Contract Amount: \$ -0- Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ -0- n/a	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lolenz Poe mbs*

Date: 7/30/97

Purchasing Director:

Date: _____

(Class II Contracts Only)

County Counsel: *[Signature]*

Date: 7/30/97

County Chair/Sheriff: *[Signature]*

Date: 8/7/97

Contract Administration:

Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								Not	Applicable		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY and CITY OF FAIRVIEW

for the

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and
HOME INVESTMENT PARTNERSHIP PROGRAM

PROGRAM YEARS 1998 - 2000

This Agreement is entered into between Multnomah County (COUNTY), a political subdivision of the State of Oregon, and the City of Fairview (CITY), a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the National Affordable Housing Act of 1990 and the Housing and Community Development Act of 1974 with amendments made by the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. WHEREAS, the Congress has found and declared that the Nation's cities, towns and small urban communities face critical social, economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the Nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.

E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:

- (1) The elimination of slums, blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and
- (2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities; and
- (3) The conservation and expansion of the Nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and
- (4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development of viable urban communities;
- (5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and
- (6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income; and
- (7) The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and
- (8) The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population outmigration or a stagnating or declining tax base; and
- (9) The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.

- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its communities; and
- G. WHEREAS, on February 6, 1984 the COUNTY and the CITY entered into an intergovernmental agreement wherein they agreed to join together with other units of general local government to qualify the COUNTY as an urban county for federal Housing and Community Development block grant funds; and
- H. WHEREAS, on November 17, 1986, October 12, 1989, October 31, 1991, and July 14, 1994 the COUNTY and the CITY renewed the intergovernmental agreement to continue the County's urban county qualification; and
- I. WHEREAS, this agreement was scheduled to terminate on June 30, 1998; and
- J. WHEREAS, continued eligibility for block grant funds as an urban county depends on continuation of such intergovernmental agreements; and
- K. WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, providing that Multnomah County can continue to meet necessary criteria for participation in the Community Development Block Grant Program and the HOME Investment Partnership Program as an urban county, and in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- (1) The CITY and the COUNTY agree to cooperate in undertaking, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.
- (2) The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Housing and Community Development Act block grant funds.
- (3) The CITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and
- (4) The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

- (5) The COUNTY, as the applicant, assumes full responsibility, including final decision-making, and also assumes all obligations of an applicant as specified in the Act and the regulations thereunder.
- (6) For the purposes of updating the Community Development and Housing Plan and Annual Community Development Program for an additional three years as required by Title I of the Act, a Policy Advisory Board is hereby retained which shall advise the COUNTY on program policies and project selection.

Said Policy Advisory Board shall be composed of one representative or a designated alternate from each unit of general government executing these intergovernmental agreements. Each such representative shall have one vote on said board. Each such representative shall be a public official or employee of said unit of government.

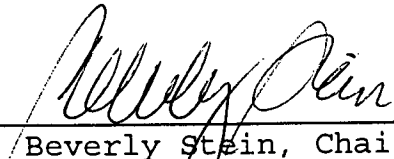
- (7) The COUNTY and CITY agree to take all required actions to comply with the provisions of Section 109 and Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title I of the National Affordable Housing Act of 1990; the National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11988, Section 3 of the Housing and Urban Development Act of 1968; and other applicable civil rights laws.
- (8) The COUNTY shall not fund any activities in the CITY or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- (9) The CITY supports the COUNTY's adoption and enforcement of a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- (10) The CITY supports the COUNTY's adoption and enforcement of a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (11) Pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

- (12) The COUNTY and CITY will cooperatively undertake the necessary actions, as determined by the COUNTY, to carry out a community development program and approved Consolidated Plan, and/or meet other requirements of the CDBG and HOME programs and other applicable laws.
- (13) This agreement shall remain in full force and effect from the date of execution for the program years commencing on July 1, 1998 through June 30, 2001 inclusive, and any additional time as may be required for the expenditure of related block grant funds or income generated from such funds, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act. The COUNTY and the CITY may not terminate or withdraw from this Agreement while the Agreement remains in effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 7th day of August, 1997.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

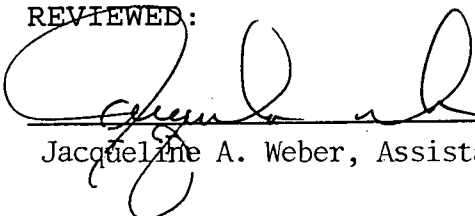
CITY OF FAIRVIEW

By: 
Beverly Stein, Chair

By: 
Title: Mayor of Fairview

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

REVIEWED:


Jacqueline A. Weber, Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 07 1997
AGENDA NO: C-10
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between Multnomah County and the
City of Lake Oswego for the Community Development Block Grant Program
Urban County Re-qualification for 1998-2000.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: August 7, 1997
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Community & Family Services DIVISION: _____

CONTACT: Iris Bell/Karen Jones Whittle TELEPHONE #: 248-3631
BLDG/ROOM #: B166/5th

PERSON(S) MAKING PRESENTATION: Iris Bell/Karen Jones Whittle

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between Multnomah County and the City of Lake Oswego for the Community Development Block Grant Program Urban County Re-Qualification for 1998-2000. Federal regulations for the CDBG Program require eligible counties re-qualify their status every three years in order to continue receiving funding from the Department of Housing and Urban Development. Multnomah County's current status will expire in June 1998.

8/7/97 ORIGINALS to Janet Hawkins

BOARD OF
COUNTY COMMISSIONERS
JUL 30 AM 11:21
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr.

RE: July 29, 1997

DATE: Intergovernmental Agreements for the Community Development Block Grant Program Requalification for 1998-2000

I. Recommendation/Action Requested:

The Board of County Commissioners are asked to approve Intergovernmental Agreements with the cities of Fairview, Lake Oswego, Maywood Park, Troutdale, and Wood Village for requalification of the urban county status for the Community Development Block Grant Program for 1998-2000.

II. Background/Analysis:

Multnomah County has received Community Development Block Grant (CDBG) funds through the Department of Housing and Urban Development since 1984. HUD regulations require renewal of urban county status every three years. The current qualification period expires in June 1998. In order to continue receipt of CDBG funds, Multnomah County and its participating cities as listed above must enter into intergovernmental agreements.

The Board is asked to approve the Intergovernmental Agreements.

III. Financial Impact:

Multnomah County will be eligible to receive CDBG funds on an annual basis beginning July 1 of each of the successive years of 1998, 1999, and 2000.

IV. Legal Issues:

No legal issues are apparent.

V. Controversial Issues:

No issues are controversial.

VI. Line to Current County Policies:


NA

VII. Citizen Participation:

Federal regulations require citizen participation at several key points during the CDBG process. CD staff attended city council meetings, reviewed high points of past CDBG projects for those in attendance, and has been available for program questions.

VIII. Other Governmental Participation:

The cities of Fairview, Lake Oswego, Maywood Park , Troutdale, and Wood Village have approved the Intergovernmental Agreements.



MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Prior-Approved Contract Boilerplate: ☐ Attached; ☒ Not Attached

Contract # **102398**

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input checked="" type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement over \$25,000 <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-10</u> DATE <u>8/7/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: _____

Date: July 30, 1997

Administrative Contact: Patty Doyle

Phone: 248-3691 ext 24418

Bldg/Room 166/7th

Description of Contract:

Agreement concerning cooperative participation as an urban county for the Community Development Block Grant program.

RFP/BID #: n/a

Date of RFP/BID: _____

Exemption Expiration Date: _____

ORS/AR # _____ Contractor is

☐ JMBE ☐ JWBE ☐ JQRF ☐ JN/A ☐ None

Original Contract No. 102795

(Only for Original Renewals)

<p>Contractor Name: City of Lake Oswego</p> <p>Mailing Address: 380 A Lake Oswego Lake Oswego, OR 97034</p> <p>Phone: (503)635-0290</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: July 1, 1998</p> <p>Termination Date: June 30, 2000</p> <p>Original Contract Amount: \$ -0-</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ -0- n/a</p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Loleng Poe me*

Date: 7/30/97

Purchasing Director: _____

Date: _____

(Class II Contracts Only)

County Counsel: *[Signature]*

Date: 7/30/97

County Chair/Sheriff: *[Signature]*

Date: 8/7/97

Contract Administration: _____

Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								Not	Applicable		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY and CITY OF LAKE OSWEGO

for the

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and
HOME INVESTMENT PARTNERSHIP PROGRAM

PROGRAM YEARS 1998 - 2000

This Agreement is entered into between Multnomah County (COUNTY), a political subdivision of the State of Oregon, and the City of Lake Oswego (CITY), a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the National Affordable Housing Act of 1990 and the Housing and Community Development Act of 1974 with amendments made by the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. WHEREAS, the Congress has found and declared that the Nation's cities, towns and small urban communities face critical social, economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the Nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.

E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:

- (1) The elimination of slums, blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and
- (2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities; and
- (3) The conservation and expansion of the Nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and
- (4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development of viable urban communities;
- (5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and
- (6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income; and
- (7) The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and
- (8) The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population outmigration or a stagnating or declining tax base; and
- (9) The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.

- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its communities; and
- G. WHEREAS, on March 7, 1984 the COUNTY and the CITY entered into an intergovernmental agreement wherein they agreed to join together with other units of general local government to qualify the COUNTY as an urban county for federal Housing and Community Development block grant funds; and
- H. WHEREAS, on November 25, 1986, October 12, 1989, October 31, 1991, and July 14, 1994 the COUNTY and the CITY renewed the intergovernmental agreement to continue the County's urban county qualification; and
- I. WHEREAS, this agreement was scheduled to terminate on June 30, 1995; and
- J. WHEREAS, continued eligibility for block grant funds as an urban county depends on continuation of such intergovernmental agreements; and
- K. WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, providing that Multnomah County can continue to meet necessary criteria for participation in the Community Development Block Grant Program and the HOME Investment Partnership Program as an urban county, and in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- (1) The CITY and the COUNTY agree to cooperate in undertaking, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.
- (2) The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Housing and Community Development Act block grant funds.
- (3) The CITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and
- (4) The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

- (5) The COUNTY, as the applicant, assumes full responsibility, including final decision-making, and also assumes all obligations of an applicant as specified in the Act and the regulations thereunder.
- (6) For the purposes of updating the Community Development and Housing Plan and Annual Community Development Program for an additional three years as required by Title I of the Act, a Policy Advisory Board is hereby retained which shall advise the COUNTY on program policies and project selection.

Said Policy Advisory Board shall be composed of one representative or a designated alternate from each unit of general government executing these intergovernmental agreements. Each such representative shall have one vote on said board. Each such representative shall be a public official or employee of said unit of government.

- (7) The COUNTY and CITY agree to take all required actions to comply with the provisions of Section 109 and Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title I of the National Affordable Housing Act of 1990; the National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11988, Section 3 of the Housing and Urban Development Act of 1968; and other applicable civil rights laws.
- (8) The COUNTY shall not fund any activities in the CITY or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- (9) The CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- (10) The CITY has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (11) Pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

- (12) The COUNTY and CITY will cooperatively undertake the necessary actions, as determined by the COUNTY, to carry out a community development program and approved Consolidated Plan, and/or meet other requirements of the CDBG and HOME programs and other applicable laws.
- (13) This agreement shall remain in full force and effect from the date of execution for the program years commencing on July 1, 1998 through June 30, 2000 inclusive, and any additional time as may be required for the expenditure of related block grant funds or income generated from such funds, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act. The COUNTY and the CITY may not terminate or withdraw from this Agreement while the Agreement remains in effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 7th day of August, 1997.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

CITY OF LAKE OSWEGO

By: 

Beverly Stein, Chair

By: 


Title: Mayor of Lake Oswego

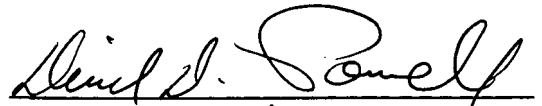
Resolution 97-18 adopted June 24, 1997

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under state and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

REVIEWED:

APPROVED AS TO FORM:


Jacqueline A. Weber, Assistant County Counsel


Lake Oswego City Attorney's Office

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 07 1997
AGENDA NO: C-11
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between Multnomah County and the City of Maywood Park for the Community Development Block Grant Program Urban County Re-qualification for 1998-2000.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: August 7, 1997
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Community & Family Services DIVISION: _____

CONTACT: Iris Bell/ Karen Jones Whittle TELEPHONE #: 248-3631
BLDG/ROOM #: B166/5th

PERSON(S) MAKING PRESENTATION: Iris Bell/Karen Jones Whittle

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between Multnomah County and the City of Maywood Park for the Community Development Block Grant Program Urban County Re-qualification for 1998-2000. Federal regulations for the CDBG Program require eligible counties re-qualify their status every three years in order to continue receiving funding from the Department of Housing and Urban Development. Multnomah County's current status will expire in June 1998.

9/1/97 Originals to Janet Hawkins

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Lorenzo Paez

BOARD OF
COUNTY COMMISSIONERS
97 JUL 30 AM 11:21
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr.

RE: July 29, 1997

DATE: Intergovernmental Agreements for the Community Development Block Grant Program Requalification for 1998-2000

I. Recommendation/Action Requested:

The Board of County Commissioners are asked to approve Intergovernmental Agreements with the cities of Fairview, Lake Oswego, Maywood Park, Troutdale, and Wood Village for requalification of the urban county status for the Community Development Block Grant Program for 1998-2000.

II. Background/Analysis:

Multnomah County has received Community Development Block Grant (CDBG) funds through the Department of Housing and Urban Development since 1984. HUD regulations require renewal of urban county status every three years. The current qualification period expires in June 1998. In order to continue receipt of CDBG funds, Multnomah County and its participating cities as listed above must enter into intergovernmental agreements.

The Board is asked to approve the Intergovernmental Agreements.

III. Financial Impact:

Multnomah County will be eligible to receive CDBG funds on an annual basis beginning July 1 of each of the successive years of 1998, 1999, and 2000.

IV. Legal Issues:

No legal issues are apparent.

V. Controversial Issues:

No issues are controversial.

VI. Line to Current County Policies:

NA

VII. Citizen Participation:

Federal regulations require citizen participation at several key points during the CDBG process. CD staff attended city council meetings, reviewed high points of past CDBG projects for those in attendance, and has been available for program questions.

VIII. Other Governmental Participation:

The cities of Fairview, Lake Oswego, Maywood Park , Troutdale, and Wood Village have approved the Intergovernmental Agreements.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Prior-Approved Contract Boilerplate: ☐ Attached; ☒ Not Attached

Contract # **102408**

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input checked="" type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement over \$25,000 <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-11</u> DATE <u>8/7/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: _____

Date: July 30, 1997

Administrative Contact: Patty Doyle

Phone: 248-3691 ext 24418

Bldg/Room 166/7th

Description of Contract:

Agreement concerning cooperative participation as an urban county for the Community Development Block Grant program.

RFP/BID #: n/a
 ORS/AR # _____ Contractor is _____
 Original Contract No. 102805

Date of RFP/BID: _____
☐ JMBE ☐ JWBE ☐ JQRF ☐ N/A ☐ None
 (Only for Original Renewals)

Exemption Expiration Date: _____

Contractor Name: <u>City of Maywood Park</u> Mailing Address: <u>4510 NE 102nd Annex #1</u> <u>Maywood Park, OR 97220</u> Phone: <u>(503) 255-9805</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1998</u> Termination Date: <u>June 30, 2000</u> Original Contract Amount: \$ <u>-0-</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>-0- n/a</u>	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lolenz P. ...* Date: 7/30/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *[Signature]* Date: 7/30/97

County Chair/Sheriff: *[Signature]* Date: 8/7/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								Not	Applicable		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY and CITY OF MAYWOOD PARK

for the

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and
HOME INVESTMENT PARTNERSHIP PROGRAM

PROGRAM YEARS 1998 - 2000

This Agreement is entered into between Multnomah County (COUNTY), a political subdivision of the State of Oregon, and the City of Maywood Park (CITY), a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the National Affordable Housing Act of 1990 and the Housing and Community Development Act of 1974 with amendments made by the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. WHEREAS, the Congress has found and declared that the Nation's cities, towns and small urban communities face critical social, economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the Nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.

E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:

- (1) The elimination of slums, blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and
- (2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities; and
- (3) The conservation and expansion of the Nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and
- (4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development of viable urban communities;
- (5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and
- (6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income; and
- (7) The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and
- (8) The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population outmigration or a stagnating or declining tax base; and
- (9) The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.

- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its communities; and
- G. WHEREAS, on February 6, 1984 the COUNTY and the CITY entered into an intergovernmental agreement wherein they agreed to join together with other units of general local government to qualify the COUNTY as an urban county for federal Housing and Community Development block grant funds; and
- H. WHEREAS, on November 17, 1986, October 12, 1989 and October 31, 1991, July 14, 1994 the COUNTY and the CITY renewed the intergovernmental agreement to continue the County's urban county qualification; and
- I. WHEREAS, this agreement was scheduled to terminate on June 30, 1998; and
- J. WHEREAS, continued eligibility for block grant funds as an urban county depends on continuation of such intergovernmental agreements; and
- K. WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, providing that Multnomah County can continue to meet necessary criteria for participation in the Community Development Block Grant Program and the HOME Investment Partnership Program as an urban county, and in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- (1) The CITY and the COUNTY agree to cooperate in undertaking, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.
- (2) The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Housing and Community Development Act block grant funds.
- (3) The CITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and
- (4) The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

- (5) The COUNTY, as the applicant, assumes full responsibility, including final decision-making, and also assumes all obligations of an applicant as specified in the Act and the regulations thereunder.
- (6) For the purposes of updating the Community Development and Housing Plan and Annual Community Development Program for an additional three years as required by Title I of the Act, a Policy Advisory Board is hereby retained which shall advise the COUNTY on program policies and project selection.

Said Policy Advisory Board shall be composed of one representative or a designated alternate from each unit of general government executing these intergovernmental agreements. Each such representative shall have one vote on said board. Each such representative shall be a public official or employee of said unit of government.

- (7) The COUNTY and CITY agree to take all required actions to comply with the provisions of Section 109 and Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title I of the National Affordable Housing Act of 1990; the National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11988, Section 3 of the Housing and Urban Development Act of 1968; and other applicable civil rights laws.
- (8) The COUNTY shall not fund any activities in the CITY or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- (9) The CITY supports the COUNTY'S adoption and enforcement of a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- (10) The CITY supports the COUNTY'S adoption and enforcement of a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (11) Pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

(12) The COUNTY and CITY will cooperatively undertake the necessary actions, as determined by the COUNTY, to carry out a community development program and approved Consolidated Plan, and/or meet other requirements of the CDBG and HOME programs and other applicable laws.

(13) This agreement shall remain in full force and effect from the date of execution for the program years commencing on July 1, 1998 through June 30, 2001 inclusive, and any additional time as may be required for the expenditure of related block grant funds or income generated from such funds, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act. The COUNTY and the CITY may not terminate or withdraw from this Agreement while the Agreement remains in effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 23rd day of June, 1997.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

CITY OF MAYWOOD PARK

By: 

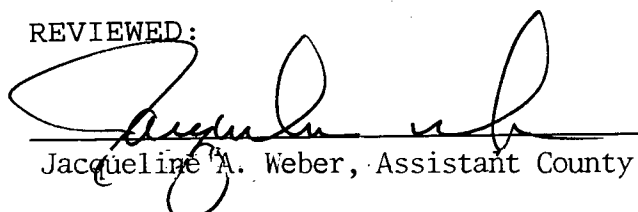
Beverly Stein, Chair

By: 

Title: Mayor of Maywood Park

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

REVIEWED:


Jacqueline A. Weber, Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-11 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 07 1997
AGENDA NO: C-12
ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between Multnomah County and the City of Troutdale for the Community Development Block Grant Program Urban County Re-Qualification for 1998-2000.

BOARD BRIEFING: **DATE REQUESTED:** _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: **DATE REQUESTED:** August 7, 1997
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Community & Family Services **DIVISION:** _____

CONTACT: Iris Bell/Karen Jones Whittle **TELEPHONE #:** 248-3631
BLDG/ROOM #: B166/5th

PERSON(S) MAKING PRESENTATION: Iris Bell/Karen Jones Whittle

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between Multnomah County and the City of Troutdale for the Community Development Block Grant Program Urban County Re-qualification for 1998-2000. Federal regulations for the CDBG Program require eligible counties to re-qualify their status every three years in order to continue receiving funding from the Department of Housing and Urban Development. Multnomah County's current status will expire in June 1998.

8/7/97 originals to Janet Hawkins

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Lorenzo P. ...

BOARD OF
COUNTY COMMISSIONERS
97 JUL 30 AM 11:11
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr.

RE: July 29, 1997

DATE: Intergovernmental Agreements for the Community Development Block Grant Program Requalification for 1998-2000

I. Recommendation/Action Requested:

The Board of County Commissioners are asked to approve Intergovernmental Agreements with the cities of Fairview, Lake Oswego, Maywood Park, Troutdale, and Wood Village for requalification of the urban county status for the Community Development Block Grant Program for 1998-2000.

II. Background/Analysis:

Multnomah County has received Community Development Block Grant (CDBG) funds through the Department of Housing and Urban Development since 1984. HUD regulations require renewal of urban county status every three years. The current qualification period expires in June 1998. In order to continue receipt of CDBG funds, Multnomah County and its participating cities as listed above must enter into intergovernmental agreements.

The Board is asked to approve the Intergovernmental Agreements.

III. Financial Impact:

Multnomah County will be eligible to receive CDBG funds on an annual basis beginning July 1 of each of the successive years of 1998, 1999, and 2000.

IV. Legal Issues:

No legal issues are apparent.

V. Controversial Issues:

No issues are controversial.

VI. Line to Current County Policies:


NA

VII. Citizen Participation:

Federal regulations require citizen participation at several key points during the CDBG process. CD staff attended city council meetings, reviewed high points of past CDBG projects for those in attendance, and has been available for program questions.

VIII. Other Governmental Participation:

The cities of Fairview, Lake Oswego, Maywood Park , Troutdale, and Wood Village have approved the Intergovernmental Agreements.



MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Prior-Approved Contract Boilerplate: Attached; X Not Attached

Contract # **102418**

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input checked="" type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement over \$25,000 <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-12</u> DATE <u>8/7/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: _____
 Phone: 248-3691 ext 24418

Date: July 30, 1997

Administrative Contact: Patty Doyle

Bldg/Room 166/7th

Description of Contract:

Agreement concerning cooperative participation as an urban county for the Community Development Block Grant program.

RFP/BID #: n/a Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ JQRF ☐ N/A ☐ None
 Original Contract No. 102815 (Only for Original Renewals)

Contractor Name: City of Troutdale Mailing Address: 104 SE Kibling Troutdale, OR 97060 Phone: (503) 665-5175 Employer ID# or SS#: _____ Effective Date: July 1, 1998 Termination Date: June 30, 2000 Original Contract Amount: \$ -0- Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ -0- n/a	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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REQUIRED SIGNATURES:

Department Manager: *Lorenzo Paez* Date: 7/30/97

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

County Counsel: *[Signature]* Date: 7/30/97

County Chair/Sheriff: *[Signature]* Date: 8/7/97

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								Not	Applicable		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY and CITY OF TROUTDALE

for the

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and
HOME INVESTMENT PARTNERSHIP PROGRAM

PROGRAM YEARS 1998 - 2000

This Agreement is entered into between Multnomah County (COUNTY), a political subdivision of the State of Oregon, and the City of Troutdale (CITY), a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the National Affordable Housing Act of 1990 and the Housing and Community Development Act of 1974 with amendments made by the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. WHEREAS, the Congress has found and declared that the Nation's cities, towns and small urban communities face critical social, economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the Nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.

E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:

- (1) The elimination of slums, blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and
- (2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities; and
- (3) The conservation and expansion of the Nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and
- (4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development of viable urban communities;
- (5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and
- (6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income; and
- (7) The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and
- (8) The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population outmigration or a stagnating or declining tax base; and
- (9) The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.

- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its communities; and
- G. WHEREAS, on February 14, 1984 the COUNTY and the CITY entered into an intergovernmental agreement wherein they agreed to join together with other units of general local government to qualify the COUNTY as an urban county for federal Housing and Community Development block grant funds; and
- H. WHEREAS, on November 19, 1986, October 12, 1989, October 31, 1991, and July 14, 1994 the COUNTY and the CITY renewed the intergovernmental agreement to continue the County's urban county qualification; and
- I. WHEREAS, this agreement was scheduled to terminate on June 30, 1998; and
- J. WHEREAS, continued eligibility for block grant funds as an urban county depends on continuation of such intergovernmental agreements; and
- K. WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, providing that Multnomah County can continue to meet necessary criteria for participation in the Community Development Block Grant Program and the HOME Investment Partnership Program as an urban county, and in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- (1) The CITY and the COUNTY agree to cooperate in undertaking, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.
- (2) The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Housing and Community Development Act block grant funds.
- (3) The CITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and
- (4) The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

- (5) The COUNTY, as the applicant, assumes full responsibility, including final decision-making, and also assumes all obligations of an applicant as specified in the Act and the regulations thereunder.
- (6) For the purposes of updating the Community Development and Housing Plan and Annual Community Development Program for an additional three years as required by Title I of the Act, a Policy Advisory Board is hereby retained which shall advise the COUNTY on program policies and project selection.

Said Policy Advisory Board shall be composed of one representative or a designated alternate from each unit of general government executing these intergovernmental agreements. Each such representative shall have one vote on said board. Each such representative shall be a public official or employee of said unit of government.

- (7) The COUNTY and CITY agree to take all required actions to comply with the provisions of Section 109 and Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title I of the National Affordable Housing Act of 1990; the National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11988, Section 3 of the Housing and Urban Development Act of 1968; and other applicable civil rights laws.
- (8) The COUNTY shall not fund any activities in the CITY or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- (9) The CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- (10) The CITY has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (11) Pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

(12) The COUNTY and CITY will cooperatively undertake the necessary actions, as determined by the COUNTY, to carry out a community development program and approved Comprehensive Housing Affordability Strategy (CHAS), and/or meet other requirements of the CDBG and HOME programs and other applicable laws.

(13) This agreement shall remain in full force and effect from the date of execution for the program years commencing on July 1, 1998 through June 30, 2001 inclusive, and any additional time as may be required for the expenditure of related block grant funds or income generated from such funds, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act. The COUNTY and the CITY may not terminate or withdraw from this Agreement while the Agreement remains in effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 7th day of August, 1997.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

CITY OF TROUTDALE

By: 

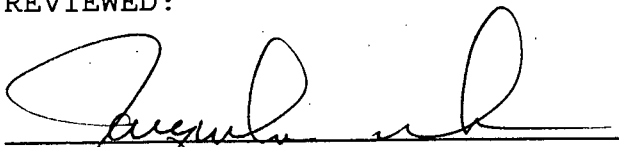
Beverly Stein, Chair

By: 

Title: Mayor of Troutdale

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

REVIEWED:


Jacqueline A. Weber, Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-12 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 07 1997
AGENDA NO: C-13
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between Multnomah County and the City of Wood Village for the Community Development Block Grant Program Urban County Re-qualification for 1998-2000.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: August 7, 1997
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Community & Family Service DIVISION: _____

CONTACT: Iris Bell/Karen Jones Whittle TELEPHONE #: 248-3631
BLDG/ROOM #: B166/5th

PERSON(S) MAKING PRESENTATION: Iris Bell/Karen Jones Whittle

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between Multnomah County and the City of Wood Village for the Community Development Block Grant Program Urban County Re-qualification for 1998-2000. Federal regulations for the CDBG Program require eligible counties to re-qualify their status every three years in order to continue receiving funding from the Department of Housing and Urban Development. Multnomah County's current status will expire in June 1998.

8/7/97 Originals to Janet Hawkins

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Lorenzo Poe mo

BOARD OF
COUNTY COMMISSIONERS
97 JUL 30 AM 11:11
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

TO: Board of County Commissioners

FROM: Lorenzo T. Poe, Jr.

RE: July 29, 1997

DATE: Intergovernmental Agreements for the Community Development Block Grant Program Requalification for 1998-2000

I. Recommendation/Action Requested:

The Board of County Commissioners are asked to approve Intergovernmental Agreements with the cities of Fairview, Lake Oswego, Maywood Park, Troutdale, and Wood Village for requalification of the urban county status for the Community Development Block Grant Program for 1998-2000.

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The Board is asked to approve the Intergovernmental Agreements.

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Multnomah County will be eligible to receive CDBG funds on an annual basis beginning July 1 of each of the successive years of 1998, 1999, and 2000.

IV. Legal Issues:

No legal issues are apparent.

V. Controversial Issues:

No issues are controversial.

VI. Line to Current County Policies:

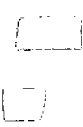
NA

VII. Citizen Participation:

Federal regulations require citizen participation at several key points during the CDBG process. CD staff attended city council meetings, reviewed high points of past CDBG projects for those in attendance, and has been available for program questions.

VIII. Other Governmental Participation:

The cities of Fairview, Lake Oswego, Maywood Park , Troutdale, and Wood Village have approved the Intergovernmental Agreements.



MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Prior-Approved Contract Boilerplate: Attached; X Not Attached

Contract # **102428**

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input checked="" type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement over \$25,000 <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-13</u> DATE <u>8/7/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: _____

Date: July 30, 1997

Administrative Contact: Patty Doyle

Phone: 248-3691 ext 24418

Bldg/Room 166/7th

Description of Contract:

Agreement concerning cooperative participation as an urban county for the Community Development Block Grant program.

RFP/BID #: n/a Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☐ None
 Original Contract No. 102825 (Only for Original Renewals)

Contractor Name: City of Wood Village Mailing Address: 2055 NE 238th DR Wood Village, OR 97060 Phone: (503) 667-6211 Employer ID# or SS#: 936-00-9021 Effective Date: July 1, 1998 Termination Date: June 30, 2000 Original Contract Amount: \$ -0- Total Amt of Previous Amendments: \$ Amount of Amendment: \$ Total Amount of Agreement: \$ -0- n/a	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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REQUIRED SIGNATURES:

Department Manager: *Lorenzo Poe* Date: 7/30/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)
 County Counsel: *[Signature]* Date: 7/30/97

County Chair/Sheriff: *[Signature]* Date: 8/7/97

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	S UB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								Not	Applicable		

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

between

MULTNOMAH COUNTY and CITY OF WOOD VILLAGE

for the

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and
HOME INVESTMENT PARTNERSHIP PROGRAM

PROGRAM YEARS 1998 - 2000

This Agreement is entered into between Multnomah County (COUNTY), a political subdivision of the State of Oregon, and the City of Wood Village (CITY), a municipal corporation of the State of Oregon within Multnomah County, for the cooperation of units of local government under the authority of ORS 190.010. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the National Affordable Housing Act of 1990 and the Housing and Community Development Act of 1974 with amendments made by the Housing and Urban-Rural Recovery Act of 1983, and the Housing and Community Development Act of 1987, and the Department of Housing and Urban Development has adopted regulations pursuant thereto (hereinafter jointly referred to as the "Act"); and
- B. WHEREAS, the Congress has found and declared that the Nation's cities, towns and small urban communities face critical social, economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the Nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income.

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- (9) The conservation of the Nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.

- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its communities; and
- G. WHEREAS, on February 8, 1984 the COUNTY and the CITY entered into an intergovernmental agreement wherein they agreed to join together with other units of general local government to qualify the COUNTY as an urban county for federal Housing and Community Development block grant funds; and
- H. WHEREAS, on November 25, 1986, October 12, 1989, October 31, 1991, and July 14, 1994 the COUNTY and the CITY renewed the intergovernmental agreement to continue the County's urban county qualification; and
- I. WHEREAS, this agreement was scheduled to terminate on June 30, 1998; and
- J. WHEREAS, continued eligibility for block grant funds as an urban county depends on continuation of such intergovernmental agreements; and
- K. WHEREAS, the Department of Housing and Urban Development has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for urban county eligibility;

NOW, THEREFORE, providing that Multnomah County can continue to meet necessary criteria for participation in the Community Development Block Grant Program and the HOME Investment Partnership Program as an urban county, and in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

- (1) The CITY and the COUNTY agree to cooperate in undertaking, or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing.
- (2) The CITY authorizes the inclusion of its population for purposes of the Act; and joins together with other units of general local government to qualify the COUNTY as an urban county for Housing and Community Development Act block grant funds.
- (3) The CITY may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and
- (4) The CITY may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.

- (5) The COUNTY, as the applicant, assumes full responsibility, including final decision-making, and also assumes all obligations of an applicant as specified in the Act and the regulations thereunder.
- (6) For the purposes of updating the Community Development and Housing Plan and Annual Community Development Program for an additional three years as required by Title I of the Act, a Policy Advisory Board is hereby retained which shall advise the COUNTY on program policies and project selection.

Said Policy Advisory Board shall be composed of one representative or a designated alternate from each unit of general government executing these intergovernmental agreements. Each such representative shall have one vote on said board. Each such representative shall be a public official or employee of said unit of government.

- (7) The COUNTY and CITY agree to take all required actions to comply with the provisions of Section 109 and Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title I of the National Affordable Housing Act of 1990; the National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988; Executive Order 11988, Section 3 of the Housing and Urban Development Act of 1968; and other applicable civil rights laws.
- (8) The COUNTY shall not fund any activities in the CITY or in support of the CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- (9) The CITY through a contract with Multnomah County Sheriff's Department is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
- (10) The CITY has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction per ordinance Number 15, Section 48.
- (11) Pursuant to 24 CFR 570.501(b), the CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

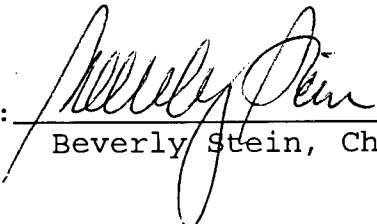
(12) The COUNTY and CITY will cooperatively undertake the necessary actions, as determined by the COUNTY and as concerns Wood Village, to carry out a community development program and approved Consolidated Plan, and/or meet other requirements of the CDBG and HOME programs and other applicable laws.

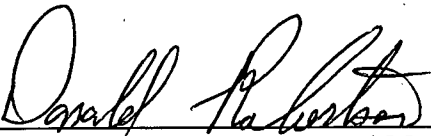
(13) This agreement shall remain in full force and effect from the date of execution for the program years commencing on July 1, 1998 through June 30, 2001 inclusive, and any additional time as may be required for the expenditure of related block grant funds or income generated from such funds, provided that the COUNTY qualifies as an urban county under, and block grant funding is allocated to the COUNTY pursuant to, the Act. The COUNTY and the CITY may not terminate or withdraw from this Agreement while the Agreement remains in effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 7th day of August, 1997.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

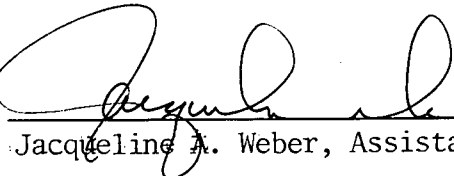
CITY OF WOOD VILLAGE

By: 
Beverly Stein, Chair

By: 
Title: Mayor of Wood Village

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

REVIEWED:


Jacqueline A. Weber, Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-13 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 07 1997
AGENDA NO: C-14
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchasers for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Deed to HIEN TRANG WYCKOFF & AND JEFFREY WYCKOFF, HUSBAND AND WIFE contract purchaser for completion of Contract #15694 (**Property purchased at Auction**).

Deed D981503 and Board Order attached.

*EB/AT ORIGINAL DEED & COPIES OF
ALL TO VANESSA WILKA*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUL 24 PM 3:55

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: K.A. Tuneberg L. E. K. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed)
D981503 Upon Complete Performance) ORDER
of Contract 15694 with HIEN TRANG) 97-153
WYCKOFF and JEFFREY WYCKOFF,)
HUSBAND AND WIFE)

WHEREAS, on August 25, 1992, Multnomah County entered into a contract recorded at Book 2584, Page 767 with HIEN TRANG WYCKOFF and JEFFREY WYCKOFF, HUSBAND AND WIFE for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchaser have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED ON ATTACHED EXHIBIT "A"

Dated this 7th day of August, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By


Matthew O. Ryan, Assistant County Counsel

EXHIBIT "A"

Legal Description:

Lot 5, Block 4, MAPLEWOOD ADDITION, in the City of Portland, County of Multnomah and State of Oregon; EXCEPTING THEREFROM the following described strip:

Beginning at the Southeast corner of said Lot 5; thence West along the South line of said Lot 5, 2 feet; thence in a straight line to the Northeast corner of said Lot 5; thence South along the East line of said Lot 5, 100 feet to the point of beginning.

DEED D981503

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HIEN TRANG WYCKOFF and JEFFREY WYCKOFF, HUSBAND AND WIFE, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$17,800.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

HIEN TRANG WYCKOFF & JEFFREY WYCKOFF
9619 SE FOSTER
PORTLAND, OR 97266

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 7th day of August, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By *Matthew O. Ryan*
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:
Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By *Robert L. Ellis*
Robert L. Ellis

After recording, return to Multnomah County Tax Title (166/300)

EXHIBIT "A"

Legal Description:

Lot 5, Block 4, MAPLEWOOD ADDITION, in the City of Portland, County of Multnomah and State of Oregon; EXCEPTING THEREFROM the following described strip:

Beginning at the Southeast corner of said Lot 5; thence West along the South line of said Lot 5, 2 feet; thence in a straight line to the Northeast corner of said Lot 5; thence South along the East line of said Lot 5, 100 feet to the point of beginning.

STATE OF OREGON

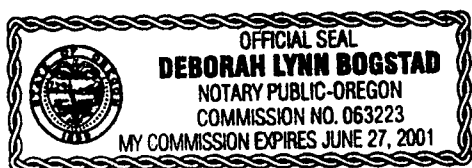
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 7th day of August, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: AUG-07-1997
AGENDA NO: C-15
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchasers for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of Deed to ARTHUR L. JENKINS & LILLIAN JENKINS contract purchaser for completion of Contract #15455 (Property purchased by former owner).

Deed D981504 and Board Order attached.

8/8/97 ORIGINAL DEED & COPIES OF ALL
TO VANESSA WITKA

BOARD OF
COUNTY COMMISSIONERS
97 JUL 24 PM 3:53
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: K. A. Tuneberg / Larry E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D981504)
Upon Complete Performance of Contract) ORDER
15455 with ARTHUR L. JENKINS and) 97-154
LILLIAN JENKINS)

WHEREAS on December 21, 1988, Multnomah County entered into a contract recorded at Book 2166, Page 568 with ARTHUR L. JENKINS and LILLIAN JENKINS for the sale of the real property hereinafter described; and

WHEREAS the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers; now therefore

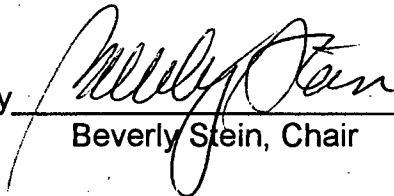
IT IS ORDERED that the Chair of Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 5, BLOCK 28, ALBINA HOMESTEAD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 7th day of August, 1997.

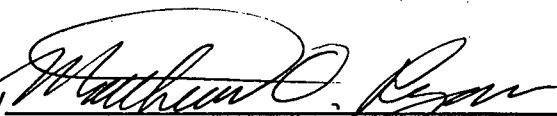


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLE, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Counsel

DEED D981504

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ARTHUR L. JENKINS and LILLIAN JENKINS, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 5, BLOCK 28 ALBINA HOMESTEAD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$7,862.62.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

ARTHUR L. JENKINS & LILLIAN JENKINS
3945 N WILLIAMS 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 7th day of August, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

By 

Matthew O. Ryan, Asst. County Counsel

DEED APPROVED:

Kathy Tuneberg, Acting Director
Assessment & Taxation

By 

Kathleen A. Tuneberg

After recording, return to Multnomah County Tax Title (166/300)

STATE OF OREGON

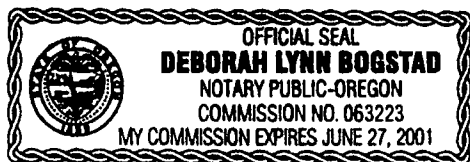
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) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 7th day of August, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: AUG 07 1997
AGENDA NO: C-16
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: **Request Approval of Deed to Contract Purchaser for Completion of Contract.**

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, ROBERT R. GROCE, for completion of Contract #15278B
(Property repurchased by former owner).

Deed D981506 and Board Order attached.

8/8/97 ORIGINAL DEED & COPIES OF ALL
TO VANESSA WITKA

BOARD OF
COUNTY COMMISSIONERS
JUL 24 PM 3:52
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)
DEPARTMENT MANAGER: Kathleen A. Tuneberg E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Board Clerk 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D981506
Upon Complete Performance of a Contract
with ROBERT R. GROCE

} ORDER
97-155

WHEREAS, on March 7, 1990, Multnomah County entered into a contract with ROBERT R. GROCE for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 4, BLOCK 22, ALBINA HOMESTEAD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 7th day of August, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED D981506

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ROBERT R. GROCE, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 4, BLOCK 22, ALBINA HOMESTEAD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$9,860.35.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

ROBERT R. GROCE
15250 NW OAK HILLS DR
BEAVERTON, OR 97006

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 7th day of August, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By Robert L. Ellis
Robert L. Ellis

After recording, return to Multnomah County Tax Title/166/300

)

) SS

)

OFFICIAL SEAL
DEBORAH LYNN BOGSTAD
 NOTARY PUBLIC-OREGON
 COMMISSION NO. 063223
 MY COMMISSION EXPIRES JUNE 27, 2001

Deborah Lynn Boast

My Commission expires: June 27, 2001

MEETING DATE: AUG 07 1997

AGENDA NO: C-17

ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: **Request Approval of Deed to Contract Purchaser for Completion of Contract.**

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, EVA WALTERS, for completion of Contract #15610 (**Property repurchased by former owner**).

Deed D981507 and Board Order attached.

*8/8/97 original deed & copies of all to
VANESSA WITKA*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)
DEPARTMENT MANAGER: *Kathleen A. Tuneberg* *Michael Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 JUL 24 PM 3:52
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D981507
Upon Complete Performance of a Contract
with EVA WALTERS

} ORDER
97- 156

WHEREAS, on August 27, 1991, Multnomah County entered into a contract with EVA WALTERS for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

W 26' OF LOTS 23 & 24, BLOCK 14, MT TABOR VILLA ANNEX, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 7th day of August, 1997.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair



REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED D981507

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

W 26' OF LOTS 23 & 24, BLOCK 14, MT TABOR VILLA ANNEX, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$15,682.88.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

EVA WALTERS
31 SE 111TH
PORTLAND, OR 97216

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 7th day of August, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By Robert L. Ellis

Robert L. Ellis

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON

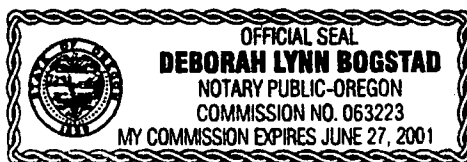
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 7th day of August, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: AUG 07 1997
AGENDA NO: C-18
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser, FREDDIE FLETCHER, for completion of Contract #15644
(Property repurchased by former owner).

Deed D981509 and Board Order attached.

8/8/97 ORIGINAL DEED & COPIES OF ALL TO
VANESSA WITKA

BOARD OF
COUNTY COMMISSIONERS
97 JUL 24 PM 3:52
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: Kathleen A. Tuneberg R. K. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Board Clerk 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D981509
Upon Complete Performance of a Contract
with FREDDIE FLETCHER

} ORDER
97-157

WHEREAS, on December 30, 1991, Multnomah County entered into a contract with FREDDIE FLETCHER for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

W 33 1/3' OF LOT 1, BLOCK 11; N 12' 2" OF LOT 2, BLOCK 11, WILLIAMS AVE ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated this 7th day of August, 1997.

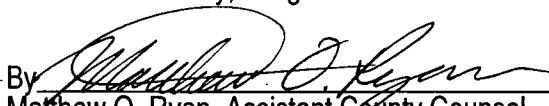
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair



REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED D981509

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

W 33 1/3' OF LOT 1, BLOCK 11; N 12' 2" OF LOT 2, BLOCK 11, WILLIAMS AVE ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,760.91.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

FREDDIE FLETCHER
102 NE MONROE ST
PORTLAND, OR 97212-3043

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 7th day of August, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By Robert L. Ellis
Robert L. Ellis

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON

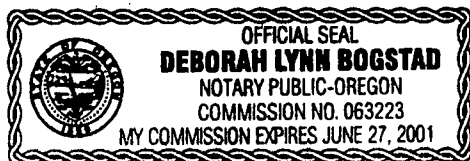
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) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 7th day of August, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: AUG 07 1997

AGENDA NO: C-19

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/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 deed to Auction Purchasers PENNY L. SHEPPERD & MICHELLE A. SHEPPERD,
(purchasers bought property at 6/13/97 Auction, completing Real Estate Purchase & Sale Agreement).

Deed D981510 and Board Order attached.

8/8/97 ORIGINAL DEED & COPIES OF ALL
TO VANESSA WITKA

BOARD OF
COUNTY COMMISSIONERS
97 JUL 24 PM 3:53
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Kathy Tuneberg

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Deed D981510
for Completion of Real Estate Purchase &
Sale Agreement of Tax Foreclosed Property
with PENNY L. SHEPPERD
and MICHELLE A. SHEPPERD

ORDER
97- 158

WHEREAS Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from PENNY L. SHEPPERD and MICHELLE A. SHEPPERD a bid for the sum of \$61,000.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchasers a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

WHEREAS said purchasers have tendered the amount due and are entitled to a deed to said property; now therefore

IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 3, BLOCK 55, VERNON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 7th day of August, 1997

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Beverly Stein, Chair



REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED D981510

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to PENNY L. SHEPPERD and MICHELLE A. SHEPPERD, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 3, BLOCK 55, VERNON, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$61,000.00.

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 persons 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:

PENNY L. SHEPPERD
MICHELLE A. SHEPPERD
2850 SW CEDAR HILLS #346
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 7th day of August, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:
Kathleen A. Tuneberg, Acting Director
Assessment and Taxation

By Robert L. Ellis
Robert L. Ellis,

STATE OF OREGON

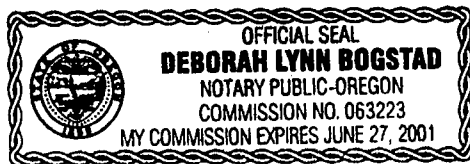
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 7th day of August, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

MEETING DATE: AUG 07 1997
AGENDA NO: C-20
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Oregon State Marine Board and the Sheriff's Office

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: next available meeting
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: SHERIFF'S OFFICE

DIVISION: SERVICES

CONTACT: LARRY AAB

TELEPHONE #: 251-2489

BLDG/ROOM #: 313/228

PERSON(S) MAKING PRESENTATION: _____ CONSENT ITEM _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

*Intergovernmental Agreement between Oregon State Marine Board and the Sheriff's Office.
Funding from the OMSB for the Sheriff's Office River Patrol to conduct marine law
enforcement activities during FY 1997-98. RENEWAL.*

8/8/97 ORIGINALS to LARRY AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

Don [Signature]

BOARD OF
COUNTY COMMISSIONERS
97 JUL 31 PM 4:30
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,
Sheriff

TODAY'S DATE: JULY 18, 1997

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: FUNDING FROM THE OREGON STATE MARINE BOARD FOR THE
SHERIFF'S OFFICE RIVER PATROL TO CONDUCT MARINE LAW ENFORCEMENT
ACTIVITIES DURING FY 1997-98

I. Recommendation/Action Requested:

Request Board approval of intergovernmental agreement between the Multnomah County Sheriff's Office and the Oregon State Marine Board to conduct law enforcement activities on Multnomah County waterways during fiscal year 1997-98

II. Background/Analysis:

The Multnomah County Sheriff's Office has long been active in the enforcement of boating laws on the waterways flowing through Multnomah County. This contract will approve the partnership with the Oregon State Marine Board for this enforcement activity in FY 1997-98.

This contract is normally submitted through the consent agenda, however some changes in the contract language merit notice to the Board:

1. Reimbursements are limited to annual or semi-annual payments. Prior reimbursements were made quarterly.
2. Performance standards are described for each county contracting with the Marine Board. Performance standards for Multnomah County include:
 - a) The number of boat examination reports written per patrol hour should be increased to an average of 1 per patrol hour.
 - b) An aggressive program to enforce guide/outfitter laws.
 - c) Continued excellence in level of performance, communication and cooperation achieved during the past two years.

III. Financial Impact:

This contract will provide \$432,894 in revenue to Multnomah County. This is 32% of the River Patrol Unit's total budget. The revenue was budgeted during the FY 1997-98 budget process.

III. Legal Issues:

None known.

V. Controversial Issues:

None known.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Oregon State Marine Board

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # **800398**

Prior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached:

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-20</u> DATE <u>8/7/97</u> <u>DEB BOGSTAD</u> BOARD CLERK
--	---	---

Department: SHERIFF'S OFFICE Division: ENFORCEMENT

Date: JULY 1, 1997

Contract Originator: LT TERRY JONES Phone: 288-6788

Bldg/Room: 313/

Administrative Contact: LARRY AAB Phone: 251-2489

Bldg/Room: 313/228

Description of Contract:

FUNDING FROM THE OREGON STATE MARINE BOARD FOR THE SHERIFF'S OFFICE RIVER PATROL TO CONDUCT MARINE LAW ENFORCEMENT ACTIVITIES DURING FY 1997-98.

BID #: _____ Date of RFP/BID: _____

Exemption Expiration Date: _____

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

Contractor Name: OREGON STATE MARINE BOARD 435 COMMERCIAL ST NE #400 PO BOX 14145 SALEM OR 97309-5065 Phone: 378-8587 ATTN: BILL RYDBLOM Employer ID# or SS#: _____ Effective Date: <u>JULY 1, 1997</u> Termination Date: <u>JUNE 30, 1998</u> Original Contract Amount: \$ <u>432,894.00</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ _____	Remittance Address (if different): _____ Payment Schedule _____ Terms _____ <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

REQUIRED SIGNATURES:

Department Manager: *Neil Hedgpeth*

Date: 7/19/97

Purchasing Manager: _____

Date: _____

(Class II Contracts Only)

County Counsel: *Reginald*

Date: 7/29/97

County Chair/Sheriff: *Don Wass* 8/7/97

Date: 7-24-97

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 ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	156	025	3316			2322					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

Original

CONTRACT

BOATING SAFETY AND LAW ENFORCEMENT SERVICES

This contract is by and between the Oregon State Marine Board, hereinafter called the BOARD and Multnomah County Sheriff, hereinafter called the CONTRACTING PARTY under the authority of ORS 830.110 and ORS Chapter 190.

DEFINITIONS

1. "MARINE SAFETY LAW ENFORCEMENT POLICY AND PROCEDURES MANUAL" (MSLE PPM) manual of reference by which the law enforcement program is governed.
2. "BOARD" shall mean the Oregon State Marine Board.
3. "CONTRACTING PARTY" shall mean the County Sheriff. When a contract is entered into or terminated, such action must be approved by the County Court/County Board of Commissioners, as applicable.
4. "AUTHORIZED EXPENDITURES" shall mean those expenditures authorized by the BOARD as noted in the Marine Safety Law Enforcement Policy and Procedures Manual (MSLE PPM), which by this reference shall be incorporated into and made part of this contract.

BASIC SERVICES TO BE PROVIDED

The "CONTRACTING PARTY" will provide the following services in order to promote safe boating practices on Oregon's waterways:

1. Enforce the applicable provisions of Oregon Revised Statutes, Chapter 830 and 704.
2. Enforce the applicable provisions of Oregon Administrative Rules, Chapter 250.
3. Investigate complaints of boating law violations.
4. Actively pursue Boating Under the Influence violations.
5. Investigate boating accidents as specified in the MSLE PPM.
6. Provide Law Enforcement examinations of boats.
7. Alert the public to unsafe boating conditions.
8. Provide assistance to boaters as warranted. Search and rescue services only as noted in the MSLE PPM.
9. Distribute such public information as may be provided by the BOARD.
10. Marine patrol coverage on all waters within county jurisdiction with a particular emphasis on those waters described in the Fiscal Year Marine Safety and Law Enforcement Program proposed budget which is hereby attached to and made a part of this contract.
11. Implement program improvement as set forth in the current edition of the Marine Law Enforcement Plan to the extent funding allows.
12. Actively participate in youth school safety and adult education programs. (At a minimum: "Play it Safe" second grade, county wide)

CONTRACTING PERIOD

This agreement shall be effective from the 1st day of July 1997 and shall run through the 30th day of June 1998.

BUDGET

The BOARD will, upon receipt of cost/expenditure documentation, pay to the COUNTY an amount not to exceed the "subtotal" shown in the below listed BOARD column. These payments will be for such boating law enforcement services as are contained in this contract and the attached fiscal year proposed budget.

	State Marine Board	Multnomah County
Personnel Services	\$ 381,345.00	\$ 707,261.00
Services and Supplies	51,549.00	217,164.00
Capital Outlay	0.00	5,000.00
Subtotal	\$ 432,894.00	\$ 929,425.00
Total Program	\$ 1,362,319.00	

PAYMENT SCHEDULE

Payments to the CONTRACTING PARTY shall be made on a ☒ semi-annual or () annual basis (as indicated) for authorized expenditures actually incurred in accordance with the Marine Safety Law Enforcement Policy and Procedures Manual and shall be paid within thirty (30) days of receipt of a signed State Marine Board voucher and supporting documentation denoting such expenditures. This expenditure report must also display those expenses and/or expenditures which will constitute the program match. The final request for payment must be received at the State Marine Board office no later than July 31 immediately following the conclusion of the contract period (unless otherwise advised.)

GENERAL PROVISIONS

1. The CONTRACTING PARTY, its officers, agents and employees shall not be deemed to have assumed any liability for the acts of the BOARD, its officers, agents or employees nor shall the BOARD or any of its officers, employees, or agents be liable for any acts of omissions of the CONTRACTING PARTY, its officers, agents, or employees.
2. During the term of this contract, the CONTRACTING PARTY shall provide insurance to cover all loss, damage or injury to equipment purchased under this contract, in an amount no less than the purchase amount provided by the contract. Such insurance shall be provided by the county. Such insurance shall be provided by the Contracting Party through an insurer duly authorized to do business in the State of Oregon, but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the CONTRACTING PARTY received prior written direction or authorization from the BOARD to otherwise dispose of the proceeds.
3. This contract is subject to all applicable Federal Assurances specified on pages 6 and 7. If applicable, CONTRACTING PARTY shall provide the BOARD their Annual Comprehensive Financial Report as required in the Single Audit Act of 1984. At the end of the FY the County will be notified of the amount of federal pass-through dollars included in the payments during that fiscal year.
4. Performance by either party to this agreement shall be contingent upon funding being obtained at a sufficient level to allow for purchase of the indicated quantity of services.

5. Payment requests shall cover only services, salaries, supplies and/or purchases utilized, expended or provided in conjunction with the Marine Law Enforcement program.

MARINE BOARD RESPONSIBILITIES

1. The BOARD shall not be called upon to assume any liability for the direct payment of any salaries, wages, insurance or other compensation to the CONTRACTING PARTY personnel performing services for the BOARD, or any liability other than provided for in this contract. Except as otherwise herein specified, the BOARD shall not be liable for compensation or indemnity to any CONTRACTING PARTY employees for any injury or sickness arising out of his or her employment.
2. The BOARD, its officers, agents or employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from the CONTRACTING PARTY.
3. The BOARD shall maintain selected records of marine effort and activity in order to assure adequate performance within the terms, conditions, and specifications of this contract.
4. The BOARD shall insure that upon boat purchase the ownership shall be vested with the CONTRACTING PARTY, regardless of funding source, and subject to CONTRACTING PARTY RESPONSIBILITIES (9).

CONTRACTING PARTY RESPONSIBILITIES

1. The CONTRACTING PARTY shall furnish and supply all necessary labor, supervision, equipment, communications, facilities, and supplies necessary to maintain the level of services to be rendered as denoted in the MSLE PPM and the county's proposed marine patrol budget for this fiscal year.
2. All persons employed in the performance of such services and functions pursuant to this agreement shall be CONTRACTING PARTY employees (full time, part time, reserve, cadet, etc.), and any wages, salaries or reimbursements made to such employees shall be at a rate consistent with a reasonable rate for the work performed as compared to similar rates for similar work within the contracting party's county and similar surrounding counties.
3. Standards of performance, discipline of officers, and other matters incident to the performance of such services and the control of personnel shall remain with the CONTRACTING PARTY.
4. Personnel assigned to the duty of boating law enforcement shall be mentally and physically capable of performing the duties to which they are assigned. They shall have a good knowledge of boating laws and the powers, duties, and limitations of authority of police officers. They shall have a thorough knowledge of the operation of small boats and the rules and regulations pertaining to such operations. **ALL** marine patrol personnel, other than an assistant, must have completed The Marine Law Enforcement Training Course as approved by the BOARD and be marine certified.
5. Persons engaged in the boating law enforcement program shall actively cooperate with the BOARD.
6. The CONTRACTING PARTY shall not enter into any subcontracts directly for marine law enforcement services without obtaining prior written approval from the BOARD.
7. The CONTRACTING PARTY shall maintain records to assure conformance with the terms, conditions, and specifications of the contract, and to assure adequate performance and accurate expenditures within the contracting period.
8. The CONTRACTING PARTY shall permit the State of Oregon, the Federal Government, or other duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of budgeted funds.
9. The CONTRACTING PARTY agrees to maintain in operational conditions any boat or major equipment purchased, whole or in part, by the BOARD. Preventive maintenance schedules

for boats and trailers will be established and be adhered to. Further, that upon replacement of a boat or major equipment, any proceeds derived from the trade-in or regale of a boat or major equipment shall remain in the CONTRACTING PARTY'S marine budget for use in the Marine Law Enforcement program, and that, further, should this agreement be terminated, all boats or major equipment purchased, whole or in part, with BOARD provided funds shall be returned to the BOARD for reassignment or any proceeds from property disposition are to be utilized in the Marine Law Enforcement program.

10. The CONTRACTING PARTY agrees that the use of any boat or major equipment purchased by BOARD shall be limited only to activities necessary to carry out the provisions of this contract and such other authorized activities as contained in the effective edition of the Marine Law Enforcement procedure manual.
11. The CONTRACTING PARTY agrees that all persons employed for the purpose of fulfilling provisions of this contract, wear a Coast Guard approved personal flotation device (life jacket) while working in or riding in boats.
12. The CONTRACTING PARTY will improve performance in the areas listed below. Performance will be monitored periodically for the purpose of noting improvement. This information will document the level of compliance with Board expectations and will be used in future contract negotiations.

These specific performance issues have been added to contracting party requirements due to recommendations of state auditors. However, due to noncompliance in specified areas of performance, county programs that do not improve, are prime candidates for an audit and are at risk of funding reductions.

- a. The number of boat examination reports written per patrol hour is well below the desirable level of one report per patrol hour (1:1.) Make it a priority to improve current county performance (approximately .35:1) to the statewide average (.75:1.) at a minimum.
- b. Marine programs are responsible for enforcing guide /outfitter laws. Given the level of guide activity on waters of Multnomah County, an aggressive enforcement posture needs to be adopted. Have marine personnel review applicable laws (ORS Chapter 704) and rules (OAR Chapter 250) and implement an aggressive enforcement campaign.
- c. Continue to maintain the excellent level of performance, communication and cooperation achieved during the past two years.

ASSURANCES — NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U. S. C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C. F. R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U. S. C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a - 7), the Copeland Act (40 U.S.C. §§276c and 18 U. S. C. §§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Sheriff
APPLICANT ORGANIZATION Multnomah County Sheriff's Office	DATE SUBMITTED 7-24-97

TERMINATION CONDITIONS

This contract may be terminated by mutual consent of both parties; by either party on 30 days written notice; or, by either party upon 20 days notice, in writing and delivered by certified mail or in person under any of the following conditions:

- a. If 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 contract may be modified to accommodate a reduction in funds.
- b. If federal, state or county regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.

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. CONTRACTING PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, DOES HEREBY ACKNOWLEDGE THAT THE REPRESENTATIVE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURES

IN WITNESS WHEREOF, this instrument has been executed pursuant to resolutions heretofore duly and legally adopted by each of the parties signatory hereto:

Oregon State Marine Board

Wayne Shuyler
Director
6/30/97
Date

Multnomah County

Don Nason
Sheriff
7/24/97
Date

APPROVED: Multnomah County

Board of Commissioners

Beverly Stein 8/7/97
Beverly Stein, Chair

Reviewed:

Thomas Sponsler, County Counsel
for Multnomah County, Oregon

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-20 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

By: Steve Nemirow for
Steve Nemirow, Assistant Counsel

Date: 7/29/97

MEETING DATE: AUG 07 1997
AGENDA NO: C-21
ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN THE CITY OF PORTLAND AND THE SHERIFF'S OFFICE

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: NEXT AVAILABLE DATE
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: SHERIFF'S OFFICE DIVISION: ENFORCEMENT
CONTACT: LARRY AAB TELEPHONE #: 251-2489
BLDG/ROOM #: 313/228

PERSON(S) MAKING PRESENTATION: _____ CONSENT ITEM _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PORTLAND AND THE SHERIFF'S OFFICE TO EXECUTE A SPECIAL WRITTEN APPOINTMENT TO LARRY D. SIEWERT.

8/8/97 ORIGINALS to LARRY AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
97 JUL 31 PM 4:28
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,
Sheriff

TODAY'S DATE: JULY 18, 1997

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: SPECIAL APPOINTMENT TO LARRY D. SIEWERT

I. Recommendation/Action Requested:

Recommend Board approval of IGA with the City of Portland to enable the Sheriff to provide a special written appointment to Larry D. Siewert in order to provide security and protection to Mayor Vera Katz.

II. Background/Analysis:

As a matter of routine, Portland mayors have a person employed to act in the capacity of security and protection for the mayor. Due to the occasional travel of the mayor outside the jurisdictional boundaries of the City of Portland, it is necessary to provide this person with a special appointment in order to continue his duties beyond city limits.

On July 1, 1997, the person providing security to the Mayor changed. Therefore, it is necessary to provide the person a special appointment to provide that security.

This IGA will detail the legal and technical issues arising from the special appointment.

III. Financial Impact:

There is no financial impact to this IGA.

III. Legal Issues:

ORS 204.635 (2) provides the Sheriff authority to appoint deputies and to authorize any other person to perform any particular act by special written appointment.

V. Controversial Issues:

None known

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

City of Portland

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # **800408**

Prior-Approved Contract Boilerplate: Attached: Not Attached:

Amendment #

CLASS I <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-21</u> DATE <u>8/7/97</u> <u>DEB BOGSTAD</u> BOARD CLERK
--	--	---

Department: SHERIFF'S OFFICE Division: Enforcement
 Contract Originator: Jan Langford Phone: 251-2478
 Administrative Contact: LARRY AAB Phone: 251-2489
 Description of Contract:

Date: July 18, 1997
 Bldg/Room: 313/222
 Bldg/Room: 313/228

To execute a special written appointment to Larry D. Siewert.

BID #: Date of RFP/BID: Exemption Expiration Date:
 ORS/AR #: Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>City of Portland</u> <u>1220 SW 5th AVE</u> <u>Portland, Oregon 97204</u> Phone: <u> </u> Employer ID# or SS#: <u> </u> Effective Date: <u>July 15, 1997</u> Termination Date: <u>N/A</u> Original Contract Amount: \$ <u>0</u> Total Amt of Previous Amendments: \$ <u> </u> Amount of Amendment: \$ <u> </u> Total Amount of Agreement: \$ <u> </u>	Remittance Address (if different): <u> </u> Payment Schedule <u> </u> Terms <u> </u> <input type="checkbox"/> Lump Sum \$ <u> </u> <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <u> </u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ <u> </u> <input type="checkbox"/> Other <u> </u> <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. <u> </u> <input type="checkbox"/> Requirements Not to Exceed \$ <u> </u> Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

REQUIRED SIGNATURES

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

Date: July 18, 1997
 Date:
 Date: 7/29/97
 Date: 7-24-97
 Date:

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	<u>Not</u>	<u>APPLICABLE</u>	<u>se</u>								
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT BETWEEN**CITY OF PORTLAND****AND****MULTNOMAH COUNTY**

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. And ORS 206.345, by and between MULTNOMAH COUNTY SHERIFF'S OFFICE (MCSO) jointly with and on behalf of Multnomah County, and the CITY OF PORTLAND (CITY).

1. GENERAL SCOPE

Pursuant to ORS 204.635 (2) the Sheriff has the authority to appoint deputies, and to authorize any other person to perform any particular act by special written appointment.

The City has an employee by the name of Larry D. Siewert whose function is to provide for the safety and security of Mayor Vera Katz within City Hall and at such other locations as necessary for the conduct of the Mayor's business. The City wants Larry D. Siewert to have a special written appointment by the Sheriff authorizing him to act as a peace officer in the conduct of his duties on the Mayor's staff, and the Sheriff is willing to make such appointment.

THEREFORE, THE MCSO AND THE CITY AGREE TO THE FOLLOWING:**A. The Sheriff shall execute a special written appointment authorizing Larry D.**

Siewert to make arrests and file police reports and perform other peace-keeping functions within City Hall and such other locations as may be necessary to protect the safety and security of Mayor Vera Katz.

B. Larry D. Siewert is and shall remain an employee of the City of Portland. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, insurance, worker's compensation, or other compensation or indemnity to Larry D. Siewert or the CITY for any injury or sickness arising out of Larry D. Siewert's activities authorized by the special written assignment and this agreement.

C. The CITY hereby agrees to indemnify, defend, and hold harmless, the Sheriff, MCSO, and the County, of and from any liability for claims arising out of injury to any person or property as a result of Larry D. Siewert's actions as authorized by the special written assignment and this agreement.

2. TERM

This agreement shall extend from July 15, 1997, until such time as Larry D. Siewert's employment with the CITY is terminated, or until such time as Mayor Vera Katz no longer holds the office of Mayor with the City of Portland, whichever occurs first.

3. TERMINATION

A. This agreement may be terminated upon mutual written consent of the parties, or upon 30 days written notice by one party.

B. Termination under any provisions of this paragraph shall not affect any rights, obligations, or liability of the CITY or MCSO which accrued prior to such termination.

4. MODIFICATIONS

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by all parties.

5. ARBITRATION

The parties 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.

6. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements.

7. NOTICES

All notices pursuant to the terms of the agreement shall be addressed as follows:

CITY:

COUNTY

Sheriff Dan Noelle

Multnomah County Sheriff's Office

12240 NE Glisan St.

Portland, Or. 97230

This agreement shall become effective and it executed the _____ day of _____, 1997.

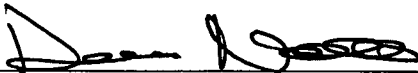
CITY OF PORTLAND

By _____
Vera Katz, Mayor


APPROVED AS TO FORM:

By _____
Jeffrey L. Rogers, City Attorney

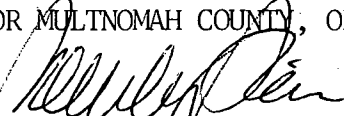
MULTNOMAH COUNTY OREGON

By 
Dan Noelle, Sheriff

REVIEWED BY:

By 
Thomas Sponsler, County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-21 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 07 1997

AGENDA NO: R-2

(Above space for Board Clerk's Use Only)

9:30am

AGENDA PLACEMENT FORM

SUBJECT: *Ratification of an annual Agreement with the Portland Employment Program-Portland Community College.*

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: Next available date

Amount of Time Needed: Consent

DEPARTMENT: Community & Family Svcs **DIVISION:** _____

CONTACT: Sara D. Fix

TELEPHONE: 248-3691 x83981

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Howard Klink

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of the annual agreement between the Department of Community and Family Services' Division of Developmental Disabilities and the Portland Employment Project-Portland Community College for the period of July 1, 1997 through June 30, 1998. The Portland Employment Program will provide employment services for persons with developmental disabilities.

8/8/97 ORIGINALS TO SARA FIX

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUL 31 AM 11:39

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mas*
Department Community and Family Services

DATE: July 24, 1997

SUBJECT: Renewal Agreement with Portland Employment Program-Portland Community College

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Portland Employment Program-Portland Community College, for the period July 1, 1997 through June 30, 1998.

II. Background/Analysis: The Department of Community and Family Services is renewing an annual agreement for the provision of Employment Services, Start-Up Funds, and Vocational Transportation Services for persons with developmental disabilities.

III. Financial Impact: Portland Employment Program-Portland Community College will receive an estimated amount of \$277,786.44 for the services. Funding is available via the State Mental Health Grant.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [X]

Contract 102338

Prior-Approved Contract Boilerplate: xxx Attached; Not Attached

Amendment # 0

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center; font-weight: bold;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-2</u> DATE <u>8/7/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: _____

Date: July 23, 1997

Administrative Contact: Sara D. Fix

Phone: 248-3691 ext. 83981

Bldg/Room 166/7th

Description of Contract:

Contract renewal for the provision of: a) Employment Services; b) Employment Start-Up Funds; and c) Vocational Transportation Services.

RFP/BID #: _____ Date of RFP/BID: N/A Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☒ None
 Original Contract No. 101227 (Only for Original Renewals)

<p>Contractor Name : Portland Employment Program - Portland Community College</p> <p>Mailing Address: 1201 SW 12th Ave. #520 Portland, Oregon 97205</p> <p>Phone: (503) 222-1121</p> <p>Employer ID# or SS#: 93-0575187</p> <p>Effective Date: July 1, 1997</p> <p>Termination Date: June 30, 1998</p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt. of Previous Amendments: \$.</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ Requirements</p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Allotment</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Allotment</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u>		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30																
<input checked="" type="checkbox"/> Other \$ <u>Allotment</u>	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u>																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Poe* Date: 7/29/97

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Katie Gentry* Date: 7/31/97

County Chair/Sheriff: *Melley Davis* Date: 8/7/97

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE 620491A				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : PORTLAND EMPLOYMENT PROGRAM
 Vendor Code : 620491A

Page 1 of 1
 7/23/97

Fiscal Year : 97/98

Numeric Amendment : 00

Contract Number : 101148

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
53	156	010	1510	D53X	6060	9501X	DD SMHD DD Transportation	Requirements		Requirement	\$1,000.00
51	156	010	1510	D54X	6060	9501X	DD SMHD DD Employment & Alternative Service	Requirements		Requirement	\$277,786.44
54	156	010	1510	D57V	6060	9501X	DD SMHD DD Employment & Alternative/Startup	Requirements		Requirement	\$1,600.00
TOTAL								\$0.00	\$0.00	\$0.00	\$280,386.44

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#102338

TERM OF CONTRACT:	From: July 1, 1997	To: June 30, 1998
CONTRACTOR NAME:	Portland Employment Program- Portland Community College	TELEPHONE: 222-1121
CONTRACTOR ADDRESS:	1201SW 12th Ave. #520 Portland, Oregon 97205	IRS NUMBER: 93-0575187

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

This contract contains the following documents, which are herein incorporated by reference:

- | | | |
|---|---|------------------|
| • | Part A. Statement of Work | Pages A1 - A2 |
| | Attachment A. Service Elements and Contract Amounts | Attach A, Page 1 |
| • | Part B. General Conditions | Pages B1 - B14 |
| • | Part C. Program General Conditions | Pages, DD-1 |
| • | Part D. Certifications | Pages D1-D7 |
| • | Part E. Signatures | Page E-1 |

PART A. STATEMENT OF WORK

1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
Developmental Disabilities Services	
Employment and Alternative Services	IGA Exempt
Vocational Transportation Services	IGA Exempt

2. Service Standards

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

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

3. Program Outcomes

a. CONTRACTOR shall track, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document and report this outcome data to COUNTY at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
Employment Services	Those individuals who are receiving funded employment services will report, at their ISP, that they are satisfied with their employment situation.	50%

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

4. Startup

COUNTY agrees to pay CONTRACTOR 90% of Startup funding allocation upon receipt of invoice and up to 10% upon receipt of invoice showing actual expenses. If actual expenses are less than the 90% paid CONTRACTOR shall reimburse COUNTY for the amount overpaid by COUNTY.

5. Advances

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

6. Special Conditions

See Developmental Disabilities Special Conditions #1.1.1 through #1.1.6, #4.1 through #4.2, #12.1 through #12.7, #28.1 through #28.2.8, incorporated herein by this reference.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : PORTLAND EMPLOYMENT PROGRAM Contractor Address : 1201 SW 12 SUITE 520 PORTLAND OR 97205-2046 Telephone : 222-1121	Vendor Code: 620491A Fiscal Year : 97/98 Federal ID # : 93-0575187
---	--

Program Office Name : Developmental Disabilities Vocational Services

Service Element Name : DD Transportation (D53X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice	Fee for Service	Reqt's		1,000.00	Reqt's
					Total			Reqt's

Service Element Name : DD Employment & Alternative Service (D54X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Monthly Allotment	Serv. Capacity		Per client sche		Reqt's
					Total			Reqt's

Service Element Name : DD Employment & Alternative/Startup (D57V)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/97	6/30/98	Per Invoice w/ Advance	Cost Reimbursement			1,600.00	Reqt's
					Total			Reqt's

PART B. DEPARTMENT-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

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

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

2. Assignment and Subcontracting

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

3. Authority of Designated Representatives

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

4. Availability of Funds

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

5. Compliance with Laws

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

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

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

Katie Gault 4/23/97

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Part C, Program General Conditions of this contract..

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

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

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

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

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

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract shall be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to all books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the "Application for Qualified Vendor Status." The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted periodically, as described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*). If CONTRACTOR'S corporate headquarters are out of state, CONTRACTOR agrees to pay travel costs incurred by COUNTY to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.

e. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current *Subcontractor's Financial Policy and Procedures Manual*). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be allowed to conduct an external limited scope audit in lieu of a full scope audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
- 2) Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.

f. CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.

g. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over your organization. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on financial Statements or to perform other services that require independence.

h. CONTRACTOR, if it is a state, local government or non-profit organization and a Subrecipient of federal funds, will meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.

i. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (*Subcontractors Financial Policy and Procedures Manual*) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

j. CONTRACTOR shall submit annual Federal and State Tax Returns to COUNTY within 30 calendar day of their due date. Required tax returns are described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*).

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

10. Grievances

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

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

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

13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated "B+ or better" by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carriers with an unacceptable financial rating. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

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

termination of this contract.

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

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

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) calendar days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) calendar days of contract execution. CONTRACTOR shall assure that its insurance carrier is aware that transportation is provided for payment, and the insurance policy covers these services. CONTRACTOR shall also assure that any drivers under this contract have a license in good standing with the Department of Motor Vehicles.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in this section. COUNTY reserves the right to request any additional documentation it deems necessary to assess CONTRACTOR'S self-insurance program.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

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

16. Monitoring and Enforcement

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

pursue this responsibility. This includes fiscal and program monitoring.

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

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

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

17. Nondiscrimination and Cultural Competence

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

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

- 1) Non-Discrimination and Affirmative Action
- 2) Accessibility to Services
- 3) Training
- 4) Culturally Appropriate and/or Specific Programs and Services
- 5) Community Outreach
- 6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than 120 days after contract execution. This plan must contain measurable objectives, timelines, and person's responsible for all elements.

18. Operating Hours

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

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or service capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR

which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

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

b. Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. Any refunds to the state or federal government resulting from state or federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

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

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

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

21. Payment Terms and Reports: Fee for Service

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

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

22. Payment Terms and Reports: Service Capacity

a. Service capacity program contracts may be paid on a per invoice payment method or in equal monthly allotments of annual contract amounts adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-utilization of contracted capacity.

b. Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; where federal or state rules so require, other reports, such as annual budgets and expenditure reports, may also be required for payment. These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policy and Procedures Manual*. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

d. Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

23. Payment Terms and Reports: Cost Reimbursement

a. Cost Reimbursement contracts may be paid on a per invoice method or in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

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

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

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

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

24. Program Reporting Requirements

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

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

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

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

25. Property Management

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

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

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

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

26. Quality Assurance

CONTRACTOR shall submit to the COUNTY a Quality Assurance Plan in accordance with procedures and timelines adopted by the COUNTY. This Quality Assurance Plan must meet standards adopted by the COUNTY. A review process adopted by the COUNTY will be used to determine whether the Plan submitted by CONTRACTOR meets these standards.

27. Record Retention

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

- a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.
- b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.
- c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
- d. Records for any displaced person shall be retained for three years after such person has received final payment.
- e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

28. Religious Content

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

29. Severability

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

30. Termination

- a. This contract may be terminated by either party by thirty (30) calendar days written notice to the other party.
- b. Immediate termination by COUNTY may occur under any of the following conditions:
 - 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
 - 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
 - 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

- 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
- 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
- 6) Upon evidence of improper or illegal use of funds provided under this contract.
- 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

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

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

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

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

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

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

31. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider or COUNTY terminates or decides not to renew the contract for any reason, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

PART C. PROGRAM GENERAL CONDITIONS: DEVELOPMENTAL DISABILITIES

1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.030 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

2. Reporting and Recordkeeping

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

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

3. Retention of Revenue and Earned Income

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

4. State Licenses

CONTRACTOR must maintain applicable licenses from the State of Oregon Mental Health and Developmental Disability Services Division (ORS 443.410 and 443.725) in order to continue contracting for services through the COUNTY.

Katie Gung 4/18/96

PART D: CERTIFICATES

CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

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

1. Accessibility

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

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

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

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

3. Department of Energy

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

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

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;

- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;
- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

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

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

4. Displaced Persons

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

5. Drug-Free Workplace

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

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

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

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

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a

violation occurring in the workplace no later than 5 days after such conviction;

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

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

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

6. Energy Conservation

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

7. Environmental Protection

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

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

8. Federal Alcohol Drug Abuse and Mental Health Block Grant

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

9. Flood Insurance

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

10. Historic Preservation

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

11. Lead-Based Paint Poisoning

Whenever funds under this contract are used directly or indirectly for construction, rehabilitation, or modernization of residential structures, CONTRACTOR shall comply with the HUD Lead-Based Paint regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Act (42 USC Sections 4831 et. seq.) requiring prohibition of the use of lead-based paint; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

12. Lobbying for Funds

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

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

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

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

13. Minimum Wage and Maximum Hours

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

14. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this

Katie Gay 4/23/97

certificate, "Oregon tax laws" includes the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

15. Pro-Children Act of 1994

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

16. Recycling

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

CERTIFICATE REGARDING NONDISCRIMINATION

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

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

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

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

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

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

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;

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

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

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

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

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

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

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

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

PART E: SIGNATURES

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

MULTNOMAH COUNTY

CONTRACTOR

Portland Employment Program-Portland Community College

BY Lorenzo Paez 7/29/97
Director Date
Department of Community and Family Services

BY _____
Agency Authorized Signer Date

BY Beverly Stein 8/7/97
Beverly Stein Date
Multnomah County Chair

BY _____
Agency Authorized Signer Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 07 1997

AGENDA NO.: R-3

ESTIMATED START TIME: 9:37am

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Resolution To Establish a Jail Population Management Plan for Multnomah County Detention Center

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: August 7, 1997

AMOUNT OF TIME NEEDED: 30 minutes

DEPARTMENT: SHERIFF'S OFFICE

DIVISION: EXECUTIVE OFFICE

CONTACT: SHRIFF DAN NOELLE

TELEPHONE #: 251-2400

BLDG/ROOM #: 313

PERSON(S) MAKING PRESENTATION: SHERIFF DAN NOELLE, DISTRICT ATTORNEY MIKE SCHRUNK, COUNTY COUNSEL TOM SPONSLER

ACTION REQUESTED:

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Resolution To Establish a Jail Population Management Plan for Multnomah County Detention Center

8/8/97 copies to Jacquie Weber, Tom Spansler, Sheriff Dan Noelle, Michael Schunk

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

Dan Noelle

DEPARTMENT MANAGER: _____


BOARD OF
COUNTY COMMISSIONERS
97 JUL 25 PM 3:37
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE, 
Sheriff

TODAY'S DATE: JULY 24, 1997

REQUESTED PLACEMENT DATE: AUGUST 7, 1997

RE: ADOPTION OF JAIL MANAGEMENT PLAN

I. Recommendation/Action Requested:

Recommend Board approval of a resolution establishing a jail management plan pursuant to ORS 169.042 to 169.046 to control inmate population.

II. Background/Analysis:

Over the past several years, the growing demand for jail space in Multnomah County has greatly surpassed the Sheriff's ability to supply that jail space. With the advent of Measure 11, Senate Bill 1145, and now possibly House Bill 3488, it is expected that this problem will continue and intensify. The Sheriff is currently pursuing several options in an attempt to mitigate the problem, including a major expansion at the Inverness Jail Facility. This expansion, however, will not be enough to completely solve the supply and demand problem currently facing the County.

On May 15, 1997, the Board of County Commissioners requested that the Sheriff, in conjunction with the District Attorney and County Counsel, examine the Multnomah County Detention Center (MCDC) and give a recommendation as to the maximum number of inmates that should be held at the facility. The Sheriff, the District Attorney and County Counsel believe that the physical capacity of MCDC *currently* is 476 inmates, and have designed a jail management plan to control the inmate population at MCDC in the event the population of the facility exceeds this number.

The Sheriff has also explored the possibility of expanding other jail facilities, particularly MCDC. Currently, MCDC is operated under the auspices of a federal court order that, among other things, sets a facility population limit of 476 inmates and limits the Sheriff's ability to implement more cost effective ways of running the facility.

In order to implement more cost effective ways of running MCDC, the Sheriff is planning to attempt to have the federal order lifted. A necessary step in that process is the adoption of a jail management control plan that will act as an independent control device and will limit the inmate population to a number that the jail, as a physical plant, can adequately handle and house

III. Financial Impact:

There is no financial impact to the adoption of this resolution. If the Sheriff is successful in lifting the federal court order, additional costs will be incurred for expanding the capacity of the facility. However, those costs have been anticipated and are in the Sheriff's budget.

IV. Legal Issues:

ORS 169.042 to 169.046 allows the Board of County Commissioners to adopt a resolution establishing a jail management plan. In addition, the U.S. Federal Court will be requested to lift their order handed down in *Jordan v. Multnomah County*.

V. Controversial Issues:

Standards provided for the housing of inmates has long been debated through courts and legislature.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:


N/A

VIII. Other Government Participation:

District Attorney's Office, Office of County Counsel

MEMORANDUM

TO: Board of Commissioners

FROM: Thomas Sponsler, County Counsel 
Dan Noelle, Multnomah County Sheriff
Michael Shrunk, Multnomah County District Attorney

DATE: July 15, 1997

SUBJECT: Adoption of Jail Management Plan, Pursuant to ORS 169.042, *et seq.*

ISSUE:

On May 15, 1997, the Board of Commissioners requested that the Sheriff, in conjunction with the District Attorney and County Counsel, examine the Multnomah County Detention Center (MCDC) and give a recommendation as to the maximum number of inmates that should be held at the facility. The Sheriff, the District Attorney and County Counsel believe that the physical capacity of MCDC *currently* is 476 inmates, and have designed a jail management plan to control the inmate population at MCDC in the event the population of the facility exceeds this number..

BACKGROUND:

Over the past several years, the growing demand for jail space in Multnomah County has far outstripped the Sheriff's ability to supply that jail space. With the advent of Ballot Measure 11, Senate Bill 1145, and now possibly House Bill 3488, it is expected this problem will continue and intensify. The Sheriff is currently pursuing several options in an attempt to mitigate this problem, including a major expansion at the Inverness Jail Facility. This expansion, however, will not be enough to completely solve the supply and demand problem currently facing the County.

To that end, the Sheriff has also explored the possibility of expanding other jail facilities, particularly MCDC. At the moment, MCDC is operated under the auspices of a federal court order that, among other things, sets a facility population limit of 476 inmates and limits the Sheriff's ability to implement more cost effective ways of running the facility.

In order to implement more cost effective ways of running MCDC, the Sheriff is planning to attempt to have the federal order lifted. A necessary step in that process is the adoption of a jail management control plan that will act as an independent control device and will limit the inmate population to a number that the jail, as a physical plant, can adequately handle and house.

RECOMMENDATION:

In order to increase the flexibility of the Sheriff in his ability to respond to the growing jail population, it is recommended that the Board of Commissioners adopt a resolution establishing a jail management plan pursuant to ORS 169.042 to 169.046 to control the inmate population. It is recommended that the limit, given the current physical plant, be placed at 476 inmates.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Establishment of a Jail Population)	RESOLUTION
Management Plan for the)	97-159
Multnomah County Detention Center)	

WHEREAS, SB 1145 requires that the county shall assume responsibility for community-based supervision, sanctions and services for offenders convicted of felonies who are on parole; on probation; on post-prison supervision, and sentenced or sanctioned on or after January 1, 1997, to 12 months or less incarceration; and

WHEREAS, as a result of SB 1145, the number of inmates sentenced to incarceration in Multnomah County jails has substantially increased since January 1, 1997, and is projected to continue to increase ; and

WHEREAS, MCDC is currently subject to a federal consent decree which limits the population of Multnomah County Detention Center (MCDC) to 476 inmates and allows for the release of inmates pursuant to a matrix release system to maintain the population of MCDC at its current capacity of 476 inmates; and

WHEREAS, the Sheriff will apply to the federal court to terminate or lift the consent decree as a first step in the implementation of a plan to increase the housing capacity of MCDC from 476 inmates to 676 inmates; and

WHEREAS, the Board of County Commissioners and the Sheriff are committed to jail facilities that are maintained and operated within the guidelines established by the Oregon and the Federal Constitutions; and

WHEREAS, the number of inmates at MCDC remains at or near 476 inmates, the current physical capacity of the facility; and

WHEREAS, the Board on May 15, 1997, requested a recommendation from the District Attorney, Sheriff and County Counsel regarding the maximum number of inmates that should be held in the correctional facility; and

WHEREAS, the District Attorney, Sheriff and County Counsel conducted a review of MCDC as requested by the Board. Based upon this review, the District Attorney, Sheriff and County Counsel have recommended a current population limit of 476 inmates at MCDC; and

WHEREAS, the Board of Commissioners having received and reviewed the recommendation, and having consulted with those elected or appointed officials identified in ORS 169.046, and having considered information provided by the Sheriff; now therefore

IT IS RESOLVED that the provisions of ORS 169.044 will apply at MCDC to limit the maximum number of inmates to 476; and

IT IS FURTHER RESOLVED that if the number of inmates housed at MCDC reaches the capacity limit, then a county jail population emergency will exist; and

IT IS FURTHER RESOLVED that the Capacity Management Action Plan attached and incorporated as Exhibit A will be implemented in accordance with ORS 169.046 in the event of a county jail population emergency; and

IT IS FURTHER RESOLVED that the Sheriff will implement the Capacity Management Action Plan in the event of a county jail population emergency. If the Sheriff is unable to implement the plan, then the Sheriff will designate the person or persons who will have the authority to act on the Sheriff's behalf; and

IT IS FURTHER RESOLVED that the Board may issue additional orders or resolutions to carry out the functions and authority granted to Multnomah County under ORS 169.042, 169.044, and 169.046.

APPROVED this 7th day of August, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

Jacqueline A. Weber, Assistant County Counsel

Capacity Management Action Plan

MCDC Facility Capacity *476

* The transfer area TH1-5 may be used to house up to 31 in-transit inmates (persons due to be released or transferred out the next day). The in-transit inmates housed in Transfer Holding area are not counted in the facility capacity.

General Statement

A county jail population emergency shall exist if the facility population exceeds the facility's designated capacity at the hourly counts beginning at 1900 hours on weekdays and 1400 hours on Saturday, Sunday, and court holidays. When a jail population emergency exists the Sheriff may initiate the Capacity Management Action Plan so that the facility's population would be reduced to between 95% and 100% of the capacity at 0400 hours. This action plan would implement the facility screening and scoring criteria, using the primary charge categories listed below, and the attached criteria on both new admissions and the existing inmate population. Screened inmates with the lowest scores (unless there is an override) may be released to bring the facility population down to between 95% and 100% of the capacity at the 0400 hour count. Persons released in this process may be conditionally released.

Primary Charge Categories and Scores

The categories apply equally to sentenced offenders, unsentenced offenders, and offenders held pursuant to warrants. The event of multiple charges pending against a single inmate, the most serious charge shall determine the inmate's primary charge category. However, unsentenced offenders may be released for population reasons before sentenced offenders with a lower score until an unsentenced inmate reaches a predetermined score set by the Sheriff based on efficient use of the county correctional system. Also, in the interests of efficient use of the county correctional system, the Sheriff may release one gender with higher scores, if releasing the other gender with lower scores would only make available beds that would not be filled because there are no gender appropriate inmates waiting to be housed or no gender appropriate inmates classified for housing at the available bed.

***Charge Categories with Primary Scores**

- Group I: Ordinance / Violations (7 points)**
- Group II: Class C Misdemeanors (7 points)**
- Trespass II
- Group III: Class B Misdemeanors (Nonviolent) (7 points)**
- Group IV: Class B Misdemeanors (Violent) (7 points)**
- Carrying a Concealed weapon
 - Harassment
 - Discharge of a Firearm in the City (Ordinance)
- Group V: Major Traffic Misdemeanors (14 points)**
- (excluding DUl and Attempt to Elude)
- Group VI: Class A Misdemeanors (Nonviolent) (14 points)**
- Prostitution
 - Theft II
 - Trespass I
 - Contempt/Civil Warrants
- Group VII: Class C Felony (Nonviolent) (20 points)**
- Theft/Forgery I
 - Parole Violation Sanction
 - Failure to Appear I
 - Possession of a Controlled Substance I/II
 - Menacing
 - Felony Driving While Suspended
- Group VIII: Class A Misdemeanors (Violent) (25 points)**
- Resisting Arrest
 - Assault IV
 - Sex Abuse III
 - Criminal Mischief II
 - Attempting to Elude (Car or Boat)
 - Obscene Material to a Minor
 - Armor Piercing Bullets
- Group IX: Class B Felony (Nonviolent), Traffic Felonies, DUl (31 points)**
- (excluding Felony Driving While Suspended)
 - Attempted Delivery of a controlled Substance I/II

- Group X: Class C Felonies (Nonviolent) (35 points)**
- Unauthorized Use of a Motor Vehicle
 - Delivery of Controlled Substance I/II
 - Manufacturing of a Controlled Substance I/II
 - HB 3488 Offenses (if passed)

- Group XI: Class C Felonies (Violent) (50 points)**
- Burglary I
 - Escape II
 - Assault, Kidnap, Rape, Robbery III
 - Arson II
 - Coercion
 - Sex Abuse II
 - Promoting Prostitution
 - Ex-Convict in Possession of a Firearm

- Group XII: Class B Felonies (Violent) (80 points)**
- Negligent Homicide (Class C Felony)
 - Custodial Interference I
 - Child Neglect
 - Theft by Extortion
 - Compelling Prostitution

- Group XIII: Class A Felony (Violent) (135 points)**
- Arson I
 - Unlawful Racketeering
 - Escape I

- Group XIV: Measure 11 Charges (150 points)**
- Murder, Attempt, and Conspiracy
 - Manslaughter I/II
 - Assault I/II
 - Kidnap I/II
 - Rape I/II
 - Sodomy I/II
 - Unlawful Sexual Penetration I/II

- Group XV: Holds (300 points)**
- USM, USI, Armed Forces
 - Escape, Institutional Leave
 - Parole
 - Fugitive
 - Material Witness

*The offenses bulleted under categories are added as examples only.

Violent Charges;

Examples of violent charges:

Person to person crimes (Assault, Robbery, Rape, etc.) Firearms,
Explosives, Arson, Sex Abuse, Harassment, Menacing, Resisting Arrest.

Other Considerations:

The Sheriff may alter the order of the above criteria on an individual basis by taking into account the following factors known to him concerning the inmate:

propensity for violence,
history of arrests or convictions,
parole or probation revocations,
other county holds,
failure to appear,
failure to comply with sentencing orders,
violation of release conditions,
institutional behavior or classification,
mental or physical condition that may result in danger to self or others,
and the inability to care for self or others.

Note: Inmates held for any of the following reasons receive special consideration in the above process:

- Domestic Violence: Initially excluded until individual consideration and victim contact.
- Sex Abuse: Excluded unless no past history, victim is known to the inmate, victim (guardian) does not object to release, and victim does not live with the inmate.
- Gang member with charges involving firearms: Excluded
- Burglary where household members are in home, or weapon is involved: Excluded

Notice and Action:

At the initial occasion that the population reaches 100% of the designated capacity during the designated count times the Sheriff will give notice in accordance with ORS 169.046.

AND

The Sheriff will initiate the Capacity Management Plan as noted above.

Capacity Management Plan

MEETING DATE: AUG 07 1997
AGENDA NO: R-4
ESTIMATED START TIME: 10:05am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Amendment to Local 88 Labor Agreement (Subject: Reclassification of Sheriffs Operations Technicians and Sheriffs Operations Supervisor)

BOARD BRIEFING

DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: August 7, 1997
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DSS

DIVISION: Labor Relations

CONTACT: Ken Upton

TELEPHONE #: Ext. 85053
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Ken Upton

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amendment to 1992-1995 Agreement between Multnomah County, Oregon and Multnomah County Employee Union Local 88, AFSCME, AFL-CIO as Amended December 7, 1994 and Extended through June 30, 1998. (Subject: Reclassification of Sheriffs Operations Technicians and Sheriffs Operations Technician Supervisor.)

postponed indefinitely

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Vickie Lates

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 JUL 30 PM 1:42
MULTNOMAH COUNTY
OREGON



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 97293

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

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

S U P P L E M E N T A L S T A F F R E P O R T

TO: Board of County Commissioners

FROM: Department of Support Services

DATE: July 29, 1997

SUBJECT: Approval of Amendment to Local 88 Labor Agreement (Subject:
Reclassification of Sheriffs Operations Technicians and Sheriffs Operations
Supervisor)

1. Recommendation/Action Requested:

Approval.

2. Background/Analysis:

See attached June 2, 1997 memo to the Board.

3. Finanical Impact:

Classification upgrades already included in budget.

4. Legal Issues:

None identified.

5. Controversial Issues:

This Amendment provides for an upward reclassification process without examination. Given the unique situation involved, as explained in the June 2 Memorandum to the Board, this is viewed as the most practical and equitable approach.

6. Link to Current County Policies:

See 5 above.

7. Citizen Participation:

None.

8. Other Government Participation:

None.

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Attachment



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

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& CENTRAL STORES

(503) 248-5111

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

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Kenneth Upton, Labor Relations Manager 

DATE: June 2, 1997

SUBJECT: Contract Amendment Governing the Compensation and Classification of Sheriff Operations Technicians (SOT's) and Sheriffs Operations Technician Supervisor transferred to the MCDC and Utilized as Corrections Operations Technicians and Corrections Operations Technician Supervisor

As indicated in the budget document, the Sheriff is in the process of transferring approximately eleven (11) Sheriff Operations Technicians (SOT's) and a Sheriffs Operations Technician Supervisor (SOTS) from the Hansen Building to the MCDC where they will be operating in a consolidated unit with the current Corrections Records Technicians (CRT's) housed at the MCDC. The Sheriff's plan is to cross train the SOT's with the CRT's so the employees can be utilized on an interchangeable basis. To deal with this matter on an interim basis, these employees will be compensated on an out of class basis in accordance with an administrative Memorandum of Agreement which is being executed with Local 88 and provides for temporary compensation for these individuals on the same basis as if they had been reclassified at the time of transfer as CRT's. A permanent solution is now needed. Holding an examination process as would appear technically required by Personnel Rules appears to all involved to be a bureaucratic solution to the problem, since the substantive difference between these classifications which are separated by a few steps is largely the inmate contact which flows automatically from the transfer to the MCDC and the integration of function with CRT's. These are matters which are administratively already taking place as a result of work assignment change. Additionally, the examination for the two classes is virtually identical. Perhaps most importantly, however, such an examination raises the specter of potential layoff of certain SOT's, or the bumping of employees not connected with this transfer, a result which is not desired by the Sheriff, the Union or the affected employees, especially in a Measure 47 environment. Of the potential administrative solutions to this problem, the one which seems most practical and aboveboard would be to resolve this matter by Contract Amendment. This allows the practical effect, which is a waiver of the applicable Personnel Rule, but does so in a public process with Board concurrence. The only potential negative consequence of this

approach is the potential precedent, but these situations of large transfers of employees between classes marked by largely working condition differences rarely occur. It does raise the possibility, however, of a need for future review of certain Personnel Rules as they apply to reorganization situations, but that is a complex topic deserving careful consideration at some future date.

I trust the above summary of the problem situation is clear. The terms of the implementing amendment would essentially place the raise the rate of pay of the SOT/SOTS classifications to that of the CRT/CRTS classifications, transfer the SOT's and SOTS to the CRT and SOTS classifications, eliminate the SOT and SOTS classifications for current purposes, and deal with certain seniority issues. I and/or a member of the Sheriff's Office will be happy to further brief you concerning this matter prior to submission of this matter to the Board for consideration. If you have any immediate questions or concerns, please call (85053).

c: Sheriff Dan Noelle
Jackie Jamieson
Jan Langford
Barry Crook
Curtis Smith
Darrell Murray
Dave Warren
Karyne Dargan
Shirlee Robertson
Vickie Gates

P:\LABREL\USKU0205.DOC

File: Local 88 Contract Amendment: Transfer of SOT's to CRT Duties

AMENDMENT

to

1992-1995 AGREEMENT

Between

MULTNOMAH COUNTY, OREGON

and

MULTNOMAH COUNTY EMPLOYEES UNION LOCAL 88

AFSCME, AFL-CIO

AS AMENDED DECEMBER 7, 1994 AND EXTENDED

THROUGH JUNE 30, 1998

WHEREAS, the 1992-1995 Agreement between Multnomah County, Oregon (the County) and Multnomah County Employees Union Local 88, AFSCME, AFL-CIO (the Union), as amended December 7, 1994 and extended through June 30, 1998, provides in Article 23, Section 2 for a process for reclassification of employees;

WHEREAS, Personnel Rule 16 governing classification and reclassification, precludes reclassification except in a case in which "duties, authority and responsibility has occurred gradually over a period of time";

WHEREAS, the Sheriff of Multnomah County has as part of a needed reorganization process reassigned a number of employees represented by the Union classified as Sheriff Operations Technicians (SOT's) and Sheriff Operations Technician Supervisor (SOTS) to the Multnomah County Detention Center (MCDC), where they are functioning respectively in the capacity of Corrections Records Technicians (CRT's) and Corrections Records Technician Supervisor (CRTS);

WHEREAS, conducting an examination in such a circumstance is neither practicable, nor equitable, since the main distinction between the classifications involves the working condition of inmate contact rather than issues involving knowledge, skills and abilities; the testing process and test content for the classifications are virtually identical; and most importantly such a process could lead to a layoff or bumping of employees in a time of fiscal uncertainty for the County; and

WHEREAS, the Union as the representative of all involved or potentially involved employees desires a simple resolution of this matter which does not put SOT's at risk.

FOR AND IN CONSIDERATION of terms and conditions set forth herein, the parties agree that effective the execution date of this Amendment the Agreement is amended to add in Addendum E, Section D, the following:

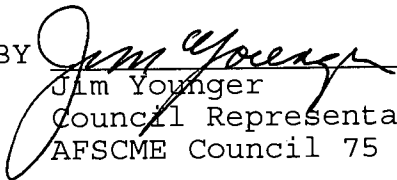
"3. Reclassification of Sheriffs Operations Technicians and Sheriffs Operations Technician Supervisor.

Effective the first moment of the date following the execution of the Amendment implementing this subsection, the steps and range of the classifications of Sheriffs Operation Technician and Sheriffs Operations Technician Supervisor shall be increased to be identical to the steps and range of the classifications respectively of Corrections Records Technician and Corrections Records Technician Supervisors. All SOT's and the SOTS shall be placed respectively in these new steps and ranges as though they had been reclassified, utilizing their base rate of pay, excluding any premiums and working out of class pay, for the execution date of the Amendment. Following this process, all SOT's and the SOTS shall immediately be transferred respectively to the CRT and CRTS classifications and the SOT and SOTS classifications shall be eliminated. The classification seniority date of SOT's and the SOTS transferred to the CRT and CRTS classifications shall be May 28, 1998. For purposes of vacation and shift bidding, both the newly reclassified and the previously classified CRT's shall utilize County seniority. CRTS's shall utilize their classification seniority for vacation and shift bidding. The terms of this subsection are without precedent or prejudice to the parties."

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of August, 1997.

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88, AFSCME,
AFL-CIO

BY _____
President

BY  _____
Jim Younger
Council Representative
AFSCME Council 75

MULTNOMAH COUNTY, OREGON
CHAIR

BY _____
County Chair

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

BY _____
Commissioner

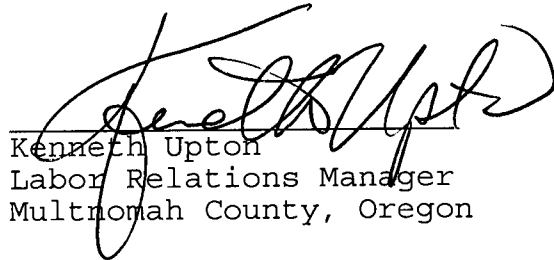
BY _____
Commissioner

BY _____
Commissioner

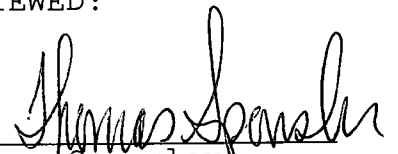
BY _____
Commissioner

BY _____
Sheriff

NEGOTIATED BY:

 _____
Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

 _____
Thomas Sponsler
County Counsel
Multnomah County, Oregon

BOGSTAD Deborah L

From: UPTON Ken W
Sent: Wednesday, August 06, 1997 2:19 PM
To: BOGSTAD Deborah L
Cc: FARRELL Delma D; PETERSEN Melinda G; ROJO Maria D; GATES Vickie S
Subject: RE: R-4/Local 88 Contract Amendment--MCSO--Sheriffs Operations Technician Reclassification Process--August 7 BCC Meeting
Importance: High

Thanks. Unfortunately, number 2, the "Motion to postpone indefinitely" is the choice, since it is an internal Union issue which is the problem. Over this I have no control. I have already rescheduled my own Thursday morning, so may I assume that cc's will tell Bev that the "Motion to postpone indefinitely" option is the one to pursue for reasons as stated below. If anything else is needed, eg. a memo to the below effect, please contact me. Cheers.

From: BOGSTAD Deborah L
Sent: Wednesday, August 06, 1997 11:34 AM
To: UPTON Ken W
Cc: JAMIESON Jackie L; LANGFORD Janice A; SIMON Barbara M; CONILL Fernando J; STEIN Beverly E; FARRELL Delma D; SALTZMAN Dan R; HANSEN Gary D; PETERSEN Melinda G; ROJO Maria D; KELLEY Sharron E; COLLIER Tanya D; GATES Vickie S
Subject: R-4/Local 88 Contract Amendment--MCSO--Sheriffs Operations Technician Reclassification Process--August 7 BCC Meeting
Importance: High

An item already appearing on the printed agenda cannot be "pulled" without some action. Other than voting to approve the amendment, the options for R-4 on Thursday would be to (1) approve a motion to continue the item to a date certain; or (2) approve a motion to postpone the item indefinitely, which disposes of the item without making a decision for or against it. If you choose option 2, you will have to resubmit the packet at a later date, as opposed to just having the current packet continued to a date certain.

From: UPTON Ken W
Sent: Tuesday, August 05, 1997 2:52 PM
To: BOGSTAD Deborah L
Cc: JAMIESON Jackie L; LANGFORD Janice A; SIMON Barbara M; CONILL Fernando J; STEIN Beverly E; FARRELL Delma D; SALTZMAN Dan R; HANSEN Gary D; PETERSEN Melinda G; ROJO Maria D; KELLEY Sharron E; COLLIER Tanya D; GATES Vickie S
Subject: Local 88 Contract Amendment--MCSO--Sheriffs Operations Technician Reclassification Process--August 7 BCC Meeting

At the request of Local 88, AFSCME, I would like to pull the above cited Amendment from the agenda for August 7. This is despite the fact that the Union has already executed the document in question. Apparently, an issue has arisen within the group of employees affected as to a seniority matter. Jim Younger indicates he will be unable to resolve the issue prior to his pending vacation. Thanks for your assistance in this regard. If you have any questions or concerns, please call. I would anticipate placing this matter on the agenda again in a few weeks. Cheers.

MEETING DATE: AUG 07 1997
AGENDA NO: R-5
ESTIMATED START TIME: 10:10am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Order to provide \$20,000 bridge loan and \$50,000 grant to the Hacienda Community Development Corporation for down payment on land purchase to fulfill Villa de Clara Vista Revitalization Master Plan

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: August 7, 1997
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Commissioner Saltzman DIVISION: _____

CONTACT: Cameron Vaughan-Tyler TELEPHONE #: 248-5220
BLDG/ROOM #: 106-1500

PERSON(S) MAKING PRESENTATION: Staff/Hacienda Community Development Staff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Order to provide \$20,000 bridge loan and \$50,000 grant to the Hacienda Community Development Corporation for down payment on land purchase to fulfill Villa de Clara Vista Revitalization Master Plan.

8/8/97 copies to Commissioner Dan Saltzman & Dave Boyer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

Dan Saltzman

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUL 30 AM 10:57

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES
Any Questions: Call the Board Clerk @ 248-3277



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CAMERON VAUGHAN-TYLER

TODAY'S DATE: JULY 30, 1997

REQUESTED PLACEMENT DATE: AUGUST 7, 1997

RE: Order to provide a \$20,000 bridge loan from Multnomah County Contingency Fund and a grant through the Multnomah County Health Department of \$50,000 to the Hacienda Community Development corporation to Allow for a down payment for land purchase to fulfill the Villa de Clara Vista Revitalization Master Plan

I. Recommendation/Action Requested:

Approval

II. Background/Analysis

Hacienda has been involved in discussions with Multnomah county regarding development of a new space to house La Clinica de Buena Salud. The clinic currently operates from an apartment located at the Villa de Clara Vista, an apartment complex located in the heart of the Cully neighborhood. While not the most ideal arrangement in terms of space, the location has shown to be very successful and it has been determined that La Clinica would be able to function more effectively in the same area in conjunction with a small community center—located in close proximity to the Villa de Clara Vista.

Currently located within the complex is the Oregon State University Extension Service, The Oregon Chicano Concilio drug and alcohol program, Portland Community College English as a Second Language Program, various youth activities sponsored by Campfire Boys and Girls, Police Activities League and other support services from the Oregon Human Development Corporation.

Through extensive community meetings, it has been determined that development of a small community center, housing La Clinica and these other service providers, would meet neighborhood goals while bringing the property into more complete compliance with zoning and low income housing tax credit regulations.

III. Financial Impact

The owner of the 1.76 acre adjacent property to the Villa de Clara Vista is willing to sell his property to Hacienda for \$515,000 and will carry a contract at 9.5% interest on the \$445,000 balance, provided that Hacienda can come up with a \$70,000 down payment by August 8, 1997. Hacienda is requesting assistance from Multnomah County to help secure this property by loaning and granting them the necessary \$70,000 for the down payment.

The County Health Department has budgeted \$50,000 in its 1997-98 budget for the lease payment on La Clinica, but the completion date for La Clinica is anticipated for late spring of 1998. Therefore, the Health Department will not need the \$50,000 they had budgeted for the lease payment to La Clinica and will instead grant the \$50,000 to help toward purchase of the CY's property. The remaining \$20,000 will come from Multnomah County contingency fund in the form of an interest loan which Multnomah County will be repaid by Hacienda no later than December 31, 2000.

The budget office will prepare the necessary budget modification transferring \$50,000 from the Health Department and \$20,000 from contingency to a Nondepartmental City/County & Non-County Agencies appropriation program.

IV. Legal Issues

N/A

V. Controversial Issues

None

VI. Link to Current County Policies:

County policy and practice is to encourage service and program linkages at the neighborhood level as a vehicle to improve services to families and children. This policy has resulted in significant improvements in service effectiveness at Columbia Villa, the Asian Family Center and elsewhere.

VII. Citizen Participation:

Hacienda has done extensive outreach to the Cully Neighborhood Association

VIII. Other Government Participation:

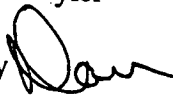
Hacienda is currently working with the Enterprise Foundation and the Portland Development Commission with the express purpose to help secure pre-development loans from those and several other organizations.

J. D. Steffey Company

"Innovations in Housing & Community Development"

MEMORANDUM

To: Cameron Vaughn-Tyler

From: J. Daniel Steffey 

Subject: Request from Hacienda Community Development Corporation for Assistance with Acquisition for Community Center/Health Clinic

Date: July 10, 1997

Attached please find information supporting the request made to Commissioner Saltzman by Baltazar F. Ortiz, President of the Hacienda Board, and Clara Padilla-Andrews for assistance in a land acquisition for Phase II of the Cully/Killingsworth Revitalization Plan.

The first is a distillation of the terms offered by seller of the "CYs Property" adjacent to the Villa de Clara Vista. In summary, he is offering 1.76 acres of commercial land at \$515,000. He is seeking a down payment of \$70,000 and will carry a contract at 9.5% interest on the \$445,000 balance. Payments will be calculated on a 20-year term, but a "balloon" payment will be due in 3 years to pay the seller in full at that time. The property is currently fully leased and brings in sufficient revenue to make debt service and pay other related costs.

The second attachment is a document entitled "Cully/Killingsworth Revitalization Plan: Phase II". It is provided to show how the CYs property fits within the master revitalization plan that was developed in conjunction with the Villa de Clara Vista project. If Hacienda succeeds, through the help of Commissioner Saltzman, to secure, at minimum, the \$70,000 down payment, it will proceed to locate additional assistance to carry out a development similar to that described as Phase A in the Revitalization Plan document. (The document was prepared some months ago and changing circumstances may alter the exact development that occurs on the site.)

Finally, I have provided an architect's plan of the full build out envisioned in the Revitalization Plan. The labels on the document locate the parcels described in the Revitalization Plan Phase II document.

I hope this information meets your needs. Please contact me if I can provide additional explanations.

Using CY's Property

Debt service		
Sales Price	\$ 515,000	
Down	\$ 70,000	
Balance	\$ 445,000	
	Monthly	Yearly
Pymt (20 Years at 9.5%)	\$ 4,148	49775.76
Expenses		
Utility Costs	\$ 952	\$ 11,424
Total	\$ 952	\$ 11,424
Total Expenses & Debt Svc	\$ 5,100	\$ 61,200
Rental Income		
	Mo	Yr
Front Building Lease	\$ 3,800	\$ 45,600
Back Building	\$ 1,400	\$ 16,800
subtotal	\$ 5,200	\$ 62,400
Ackerly Sign	\$ 42	\$ 500
Gross Sched. Income	\$ 5,242	\$ 62,900
Total Expenses	\$ 5,100	\$ 61,200
Net Income	\$ 142	\$ 1,700

Cully/Killingsworth Revitalization Plan:

Phase II

A Proposal to Build on the Success of Phase I

Developed for:

Hacienda Community Development Corporation
by
J. D. Steffey Company, Development Consultants

Background

"Surrounded by topless bars and trailer parks, the Galaxy is the largest and most notorious of four apartment buildings where crime intersects with poverty near Cully Boulevard and Killingsworth Street."

The Oregonian, Friday, September 23, 1993

Only weeks before the above publication, Hacienda Community Development Corporation became the owner of the buildings cited in the article. It accomplished the acquisition while working closely with the Cully Association of Neighbors (CAN) and an alliance of social services providers. Assistance with the effort came from the City of Portland through Portland Development Commission (PDC) and help was received from Multnomah County. With ownership by Hacienda, the complex of buildings become known as the Villa de Clara Vista.

Immediately crime rates began to drop, ultimately falling below city-wide averages. Relations between differing cultures in the neighborhood improved markedly. Quickly residents of the apartments were given access to a wide range of supportive services and the physical rehabilitation of the properties was in full swing.

Concurrent with these activities, CAN, more than two dozen different organizations and agencies engaged in the provision of social services at the Clara Vista, Portland Police Bureau (PPB) and Hacienda undertook the task of defining a long range Revitalization Plan for the larger neighborhood surrounding the Villa de Clara Vista. The results of this work is captured in a Master Plan drawn by Carleton Hart Architects (see attached).

In conjunction with work on the Revitalization Plan, Hacienda acquired four parcels contiguous to the Clara Vista: derelict houses on two lots were acquired and demolished, a commercial property was acquired and converted into a property management office and a vacant parcel was obtained to alleviate a chronic parking shortage in a manner consistent with the Master Plan. Efforts to acquire additional adjacent parcels owned by three different parties were not successful. Unrealistic price expectations of the sellers caused work to cease with two of the parties; delays in obtaining additional resources from the refinance of the Clara Vista caused the third to withdraw from active discussions.

With the November, 1996, completion of the refinance, Hacienda again seeks assistance in moving ahead with the Master Plan for the Cully/Killingsworth Revitalization.

Current Opportunity

Over the past two years, Hacienda has continued discussions with Multnomah County Health Department about developing a new space to house La Clinica de Buena Salud, currently occupying an apartment unit within the Clara Vista. Most recently, it has been determined that La Clinica can function most effectively in conjunction with a small "community center" located proximate to the Villa de Clara Vista. Such a center could also house two social service provider groups currently occupying two other apartment units at the Clara Vista.

At the same time, social services providers and neighborhood association leadership have been meeting to look at the need for community facilities in the Cully neighborhood. This work has been financed, in part, by a grant from the Portland Bureau of Housing and Community Development. The delegates to these on-going discussions have concluded that development of a small community center, housing La Clinica and other service providers, would meet neighborhood goals while bringing the property into more complete compliance with zoning and low income housing tax credit regulations. Neighborhood activists also see such a development as moving a step closer to a long range goal of development of a larger Cully Community Center with a more comprehensive set of offerings for residents of the neighborhood, i.e. recreation, arts, etc.

As these discussions have progressed to the point of engaging in pre-development activities, the owner of one of the target properties referenced above has renewed marketing of his property, dropping the price for 1.76 acres of CN2 land with over 14,000 square feet of buildings from \$9.12/sq. ft. to \$6.85/sq. ft. (see Master Plan - CY's Parcel). The buildings house an existing tenant, a transmission repair shop, in a detached building of 4,300 sq. ft.

An additional 4 acres of residential land (see Master Plan, Forkan Residential Parcel) and 2 acres of commercial property (see Master Plan, Forkan Commercial Parcel), although not currently listed or advertised, remains available to option at approximately \$3.83/sq. ft.

This proposal seeks to option and/or acquire properties from both sellers and engage in a multi-component 2-phase development to complete the major portions of the Cully/Killingsworth Revitalization Plan. Full build out of the plan, as shown in the Master Plan, would add over 170 units of housing for larger families and approximately 24,000 square feet of new neighborhood commercial space.

The development phases, subject to due diligence in a pre-development component are:

- Phase A Development of "CY's" (1.76 acres zoned CN2) and "McIntire" parcels (1 acre zoned R2).
 - 1. Commercial
 - a. Renovate existing 12,853 sq. ft. building to house La Clinica (approximately 3,500 sq. ft.) community center (approximately 2,500

sq. ft. adjoining clinic with shared common space) and transmission shop (approximately 4,300 sq. ft.) and additional future commercial tenants, possibly moving existing management office (see Master Plan, Current Management Office) from next door and finding commercial tenant for current management building.

- b. Move transmission shop/demolish existing 4,300 sq. ft. building

2. Housing

- a. Construct 12 units for large families on South portion of CY's site, adjacent to Galaxy complex of Villa de Clara Vista, improving pedestrian access through the apartment complex and vehicular circulation through a new parking lot (see Master Plan, Future Parking Lot) under development to the West with funds from the refinance.
- b. Construct 15 units for large families together with a small park on the McIntire site (see Master Plan, McIntire Parcel) currently owned by Hacienda.

Phase B. Development of "Forkan" properties (4 contiguous acres zoned R2 and a separate 2 contiguous acres zoned CN2).

1. Residential & Mixed Use Commercial/Residential (South of Killingsworth)

- a. Construct 24 units for large families in six 4-plex, 2-story buildings on South boundary of property.
- b. Construct 86 units for large families in three multi-family, 3-story buildings in the center of the residential property together with "public house and square" located on Northeast boundary of residential property.
- c. Construct 40 units of housing for large families above ground floor commercial on North boundary of property.

2. Sell off CN2 parcel (2 acres North of Killingsworth)

(Note: Local owner of national franchise tire store has expressed interest in half-acre pad.)

Budget Information

Pre-Development

<u>Item</u>	<u>Element A</u>	<u>Element B</u>
Environmental Assessment	2,500	2,500
Geotechnical/Soils	3,000	3,000
Structural Evaluation	3,000	3,000
Architectural/Planning	5,000	5,000
Commercial Market Analysis	3,000	3,000
Residential Market Analysis	2,000	2,000
Appraisals	5,000	5,000
Down Payment	70,000	0
Carry Costs	30,000	0
Pre-Development Coordination	10,000	10,000
Option (20k 6 months; 10 k add 16 months)	<u>0</u>	<u>30,000</u>
Total Pre-Dev. Costs	132,000	59,000

Construction Cost Forecast

Phase A.1.a. & A.1.b.

Complete Acquisition of CY's Parcel	\$ 455,000
Improve bldg. shell/provide for clinic, comm. ctr.	350,000
Demo existing south building	8,000
(Potential) move management office	15,000
Move tenant (transmission shop)	<u>20,000</u>
	\$ 848,000

Phase A.2.a. -- Cy's Parcel Residential

12 units @ 80k less land @ 5k/unit	\$ 900,000
------------------------------------	------------

Phase A.2.b. -- McIntire Parcel Residential

15 units @ 80k less land @ 5k/unit	\$ 1,125,000
Park Development	<u>50,000</u>
	\$ 1,175,000

Total Component A Costs	\$ 2,923,000
-------------------------	--------------

Phase B. 1.a. -- Forkan residential parcel

Complete Acquisition of Forkan Parcel	970,000
24 units @ 80k less land @ 5k/unit	2,072,000

Phase B.1.b.

86 units @ 80k less land @ 5k/unit	6,480,000
Complete "public house" & town square	150,000

Phase B.1.c.

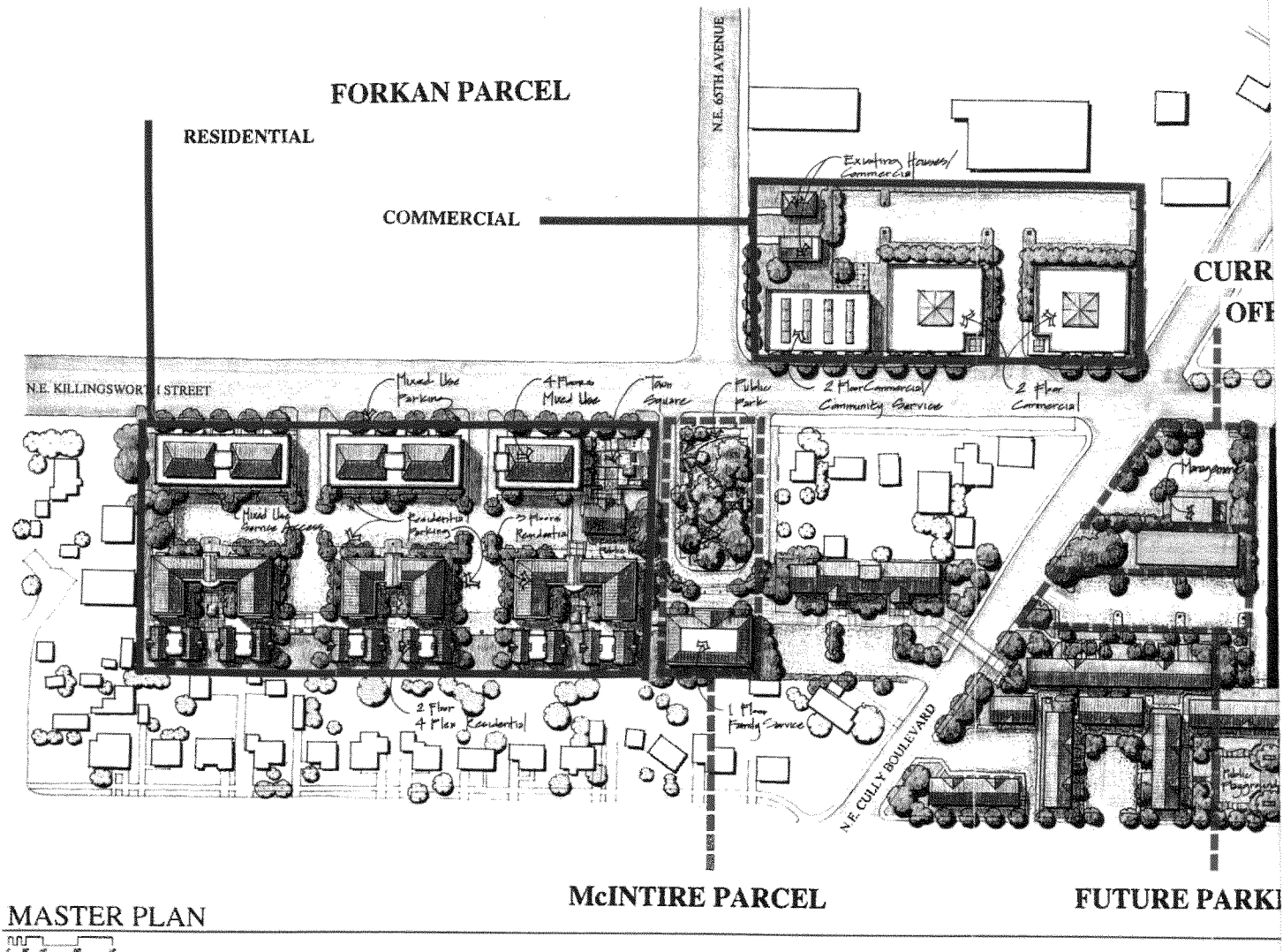
40 units @ 80 k less land @ 5k/unit	3,000,000
Ground floor commercial 24k sq. ft. @ 50/ft	1,200,000

Phase B.2. -- Forkan commercial parcel

No build out, marketing costs only	<u>10,000</u>
------------------------------------	---------------

Total Component B Costs	\$13,882,000
-------------------------	--------------

N.E. KILLINGSWORTH & CULLY NEIGHBORHOOD DEVELOPMENT
HACIENDA COMMUNITY DEVELOPMENT CORPORATION



**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Providing a Grant and Bridge Loan to the)	
Hacienda Community Development)	ORDER
Corporation to Allow for a down payment)	97-160
for a land purchase to fulfill Villa de Clara)	
Vista Revitalization Master Plan)	

WHEREAS, the Cully Association of Neighbors (CAN) and an alliance of social service providers assisted the Hacienda Community Development Corporation (Hacienda) in acquiring property that has become known as Villa de Clara Vista; and

WHEREAS, immediately after purchasing the property the crime rate began to drop, ultimately falling below city-wide averages; and

WHEREAS, more than two dozen organizations and agencies engaged in social services, Portland Police Bureau and Hacienda undertook the task of developing a Master Revitalization Plan; and

WHEREAS, Hacienda and the Multnomah County Health Department have been discussing developing new space to house La Clinica de Buena Salud, currently occupying an apartment within the Clara Vista; and

WHEREAS, it has been determined that the residents of the Clara Vista and the Cully community can be most effectively served by the collocation of a small "community center" with the services provided in conjunction with the Family Resource Center; and

WHEREAS, in addition to Multnomah County's La Clinica de Buena Salud, these services include the Oregon State University Extension Services, the Oregon Chicano Concilio drug and alcohol programs, Portland Community College English as a Second Language courses, youth activities sponsored by Campfire Boys and Girls, the Police Activities League and Portland Public Schools, family support services from the Urban League, and general support services from the Oregon Human Development Corporation; and

WHEREAS, the seller of the CY's Property, which is adjacent to the Villa de Clara Vista, has offered to sell Hacienda 1.76 acres of commercial land at \$515,000 and the seller is seeking a down payment of \$70,000; and

WHEREAS, the acquisition of the CY property will enable Hacienda and the Cully Association to fulfill many of the goals of the Cully-Killingsworth Revitalization Plan and the Cully Neighborhood Plan adopted by the Portland City Council in 1992. These goals involve improved integration of the Villa de Clara project, construction of large family housing units, improved vehicle access and parking, improved pedestrian movement and transit oriented development, enhanced social services in the area, and increasing employment opportunities through improved economic vitality in the area; and

WHEREAS, Hacienda does not have access to \$70,000 and has requested assistance from the County by providing a \$50,000 Grant and a \$20,000 Bridge Loan. If Hacienda has access to the \$70,000 down payment, it can pursue other funding sources to pay the balance of the purchase price; and

WHEREAS, Hacienda will repay the \$20,000 interest free Bridge Loan to the County by December 31, 2000; and

WHEREAS, the Health Department has budgeted \$50,000 in their 1997/98 budget for the lease payment on the La Clinica; and

WHEREAS, Hacienda's latest completion date on the La Clinica is that it will not be completed until late in the spring of 1998 and therefore the Health will not need the \$50,000 for the lease payment on the La Clinica; now therefore

IT IS HEREBY ORDERED THAT Multnomah County will provide a Grant of \$50,000 and a Bridge Loan of \$20,000 to Hacienda to provide funds for the down payment of the CY's Property.

IT IS FURTHER ORDERED THAT County Counsel will prepare an appropriate loan document.

IT IS FURTHER ORDERED THAT the loan document shall specify that the loan shall be repaid in full by December 31, 2000, unless otherwise provided by the Board of County Commissioners.

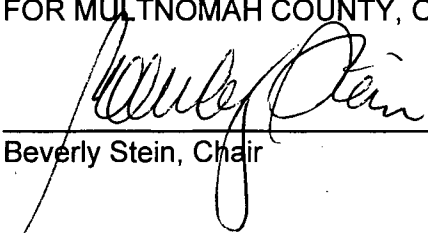
IT IS FURTHER ORDERED THAT upon completion and execution of the Loan agreement by the authorized representatives of the borrower, Finance will prepare the appropriate arrangements to transmit the \$50,000 Grant and \$20,000 Bridge Loan to Hacienda.

IT IS FURTHER ORDERED THAT the Budget Office prepare the necessary budget modification transferring \$50,000 from the Health Department and \$20,000 from contingency to the Nondepartmental City/County & Non-County Agencies appropriations.

ADOPTED this 7th day of August, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

THOMAS SPONSLER, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

By


THOMAS SPONSLER, COUNTY COUNSEL

BUDGET MODIFICATION NO.

Nond #2

(For Clerk's Use) Meeting Date

AUG 07 1997

Agenda No.

R-60

10:25 am

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Nondepartmental

DIVISION

Commissioners/Auditor

CONTACT Ching Hay

TELEPHONE

26672

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Budget modification Nond #2 requests \$6,911 to budget salary increases for County Commissioners and the Auditor.

(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

District Court judges are receiving about 4.5% increase in salary.

Per Resolution 96-108, County Commissioner salaries are tied to the salary of a district court judge.

Per County Charter 8.10 (2), the County Auditor's salary is tied to the salary of a District Court judge.

This budget modification increases budgets to account for this increase.

It was not previously budgeted because the change to the Judge's salary was unknown at the time.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

It increases Insurance Fund service reimbursement revenue by \$148

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUL 30 PM 2:58

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

General

Fund Contingency before this modification (as of

Date

\$

(6,911)

After this modification

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Ching Hay 7-29-97
Ching Hay 7/29/97
Deborah C. Boaster 8/7/97
Beverly Stein MP
Donald H. Hunkley 7/30/97

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

REVENUE

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			
		400	70	7522			6600		148	148		GF service reimbursement
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
									0			
TOTAL REVENUE CHANGE										148	0	



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY OFFICE

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: Ching Hay, Budget Office *CH*
DATE: July 30, 1997
SUBJECT: Budget Modification Nond #2

I. Recommendation/Action Requested:

Request approval of budget modification Nond #2 budgeting salary increases for the Board of County Commissioners and the County Auditor.

II. Background/Analysis:

Per Resolution 96-108, the County Commissioners are supposed to receive one-half the difference between their salary and 75% of the District Court Judge salary.

Per County Charter 8.10 (2), the salary of the County Auditor shall be four-fifths (80%) of the District Court Judge salary.

The salary of a District Court Judge for 1997-98 is \$85,300. This was not confirmed till the waning days of the last legislative session. This budget modification implements Resolution 96-108 and County Charter 8.10 (2) by making the necessary adjustments to budgets.

III. Financial Impact:

This budget modification reduces General Fund contingency by \$6,911. It increases District 2, 3, and Auditor budgets by a total of \$6,911. It does not increase the budgets of District 1 and 4. The County Commissioners of Districts 1 and 4 declined to take the increase.

It increases Insurance Fund revenue by \$148.

IV. Legal Issues:

This budget modification implements Resolution 96-108 and County Charter 8.10 (2) by making the necessary adjustments to budgets.

V. Controversial Issues:

There should be no controversial issues since this budget modification merely implements existing requirements.

VI. Link to Current County Policies:

County practice has been to set aside amounts for possible labor contracts, salary adjustments, etc.

VII. Citizen Participation:

A Salary Commission, composed of 5 qualified people with personnel experience and appointed by the County Auditor, made a series of recommendations as detailed by Resolution 96-108, and by a report which the Commission produced.

VIII. Other Government Participation:

Not applicable.

Meeting Date: AUG 07 1997
Agenda No: R-7
Est. Start Time: 10:27 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Final Order before the Board regarding SEC 3-97.

BOARD BRIEFING Date Requested:
 Amt. of Time Needed:
 Requested By:

REGULAR MEETING Date Requested: August 7, 1997
 Amt. of Time Needed: 10 minutes

DEPARTMENT: DES **DIVISION:** Transportation & Land Use Planning
CONTACT: Chuck Beasley **TELEPHONE:** 248-3043
 BLDG/ROOM: 412 / 109

PERSON(S) MAKING PRESENTATION: Sandra Duffy

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

SUGGESTED AGENDA TITLE

Final Order before the Board regarding DENIAL of a Significant Environmental Concern Permit in a Wildlife Habitat area for a single family dwelling.

8/8/97 copies to SANDRA DUFFY & CHUCK BEASLEY;
CERTIFIED TRUE COPIES to AWOLO ROCHIN & JACK ORCHARD

SIGNATURES REQUIRED

Elected Official: _____

or

Department Manager: _____

RB Law & Nicholas

BOARD OF
COUNTY COMMISSIONERS
97 JUL 31 PM 12:32
MULTNOMAH COUNTY
OREGON



DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214-2865
(503) 248-3043 FAX: (503) 248-3389

To: Multnomah County Board of Commissioners

From: Chuck Beasley

Date: July 22, 1997

Re: SEC 3-97 Alternative Board Orders

Attached are two Orders in this case for your review. There are two versions on the advice of Sandra Duffy to include one version which has language recommended by Arnold Rochlin. The recommended language is at the end of the third finding, and essentially says that the Board finds that the farm management plan approved under SEC 3-97 was to have been fully implemented in order for the dwelling to be approved. After listening to the tape of the hearing, it is not clear that the Board came to this conclusion, however it could be interpreted from the other findings in the third section of the Order. The Board did find that the farm use that occurred on the property since the farm management plan approval was not enough to vest the property owner with a dwelling in-conjunction with farm use.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY

Land Use Planning Case SEC 3-97)	
Deny the Application and Reverse the)	FINAL ORDER
June 1, 1997 Hearings Officer Decision)	97-
and the March 11, 1997 Planning Director's)	
Decision of Approval)	

WHEREAS, this matter is before the Multnomah County Board of Commissioners as an appeal, filed by Arnold Rochlin, representing himself and Christopher Foster, of the Hearing Officer's and Planning Director's Decisions of approval in land use case SEC 3-97; and

WHEREAS, after proper notice of a public hearing, the Board of County Commissioners accepted testimony and evidence presented at a de novo hearing on July 15, 1997, and the Board being fully advised; now therefore

IT IS HEREBY ORDERED that the Hearing Officer's decision dated June 1, 1997, and the Planning Director's decision dated March 11, 1997 in the matter of SEC 3-97 are REVERSED, and the application DENIED.

IT IS FURTHER ORDERED that the Board of County Commissioners adopts the following findings and conclusions:

1. The Hearings Officer's SUMMARY OF THE REQUEST in part one of the decision dated June 1, 1997, and parts II. and III. of the Planning Director's decision which is included in the Hearings Officer's decision as Exhibit C1, are the factual basis of the case and applicable County zoning code approval criteria for the Significant Environmental Concern (SEC) application.
2. The Significant Environmental Concern (SEC) ordinance of the Multnomah County Code (MCC) section 11.15.6404 Uses-SEC Permit Required, provides that a determination must be made that a lawful use exists before the SEC criteria can be applied. The code language under subsection (A) of MCC .6404 provides that: "All uses permitted under the provisions of the underlying district are permitted on lands designated SEC;". The requirement of lawful use determination was decided in *Marquam Farms Corporation v. Multnomah County*, __ Or LUBA __ (LUBA No. 95-254 12/05/96), *Aff'd* __ Or App __ (CA A95801 4/16/97).
3. The old approval of PRE 26-90 was for a dwelling in-conjunction with an existing farm use which was conducted according to a farm management plan as provided for under the provisions of MCC 11.15.2010 (A) and (A)(5). The record shows that no part of the approved farm management plan was implemented in the six and one-half years since the approval, and that during some portion of this time the parcel was only leased to a nearby farmer for hay or field crops. Nothing was done on the property to implement

ROCHLIN PROPOSED

the farm dwelling approval or in reliance upon it, therefore no vesting of the dwelling right given in PRE 26-90 has occurred. The PRE 26-90 approval of a dwelling was in reliance on full implementation of the farm within five years. Without the farm ^{management} plan implementation, that approval has lapsed.

4. The laws applicable to protection of farmland have substantially changed during the six and one-half years since the approval, and it is unreasonable for the applicant to assume that an approval given under an ordinance which had no assurance of validity over time notwithstanding changes in law should remain in effect. The provisions of MCC 11.15.2030 Right To Complete Single Family Dwelling contain the only assurance of long term validity in the code, and do not apply to the subject application because the dwelling was not under construction in 1980.

The initial SEC application was made on January 16, 1997, prior to the County's adoption of a revised Exclusive Farm Use ordinance in March of 1997. Therefore, the Oregon Revised Statutes of ORS 215 that apply to land in an Exclusive Farm Use zone, and the Oregon Administrative Rules of 660-33 are applicable to the subject property as required under the provisions of ORS 197.646(3). Neither ORS 215 or OAR 660-33 provide for dwellings in-conjunction with farm use under farm management plan provisions. The applicable provision for this property which is located on High-value farmland, is a demonstration that the farm operator has generated \$80,000 in gross income from sale of farm products produced on the property in each of two consecutive years. The subject property has not been shown to be capable of meeting this test.

DATED this 7th day of August, 1997, nunc pro tunc July 15, 1997.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By

Sandra N. Duffy

Sandra N. Duffy, Chief Assistant County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY

Land Use Planning Case SEC 3-97)	
Deny the Application and Reverse the)	FINAL ORDER
June 1, 1997 Hearings Officer Decision)	97-161
and the March 11, 1997 Planning Director's)	
Decision of Approval)	

WHEREAS, this matter is before the Multnomah County Board of Commissioners as an appeal, filed by Arnold Rochlin, representing himself and Christopher Foster, of the Hearing Officer's and Planning Director's Decisions of approval in land use case SEC 3-97; and

WHEREAS, after proper notice of a public hearing, the Board of County Commissioners accepted testimony and evidence presented at a de novo hearing on July 15, 1997, and the Board being fully advised; now therefore

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1. The Hearings Officer's SUMMARY OF THE REQUEST in part one of the decision dated June 1, 1997, and parts II. and III. of the Planning Director's decision which is included in the Hearings Officer's decision as Exhibit C1, are the factual basis of the case and applicable County zoning code approval criteria for the Significant Environmental Concern (SEC) application.
2. The Significant Environmental Concern (SEC) ordinance of the Multnomah County Code (MCC) section 11.15.6404 Uses-SEC Permit Required, provides that a determination must be made that a lawful use exists before the SEC criteria can be applied. The code language under subsection (A) of MCC .6404 provides that: "All uses permitted under the provisions of the underlying district are permitted on lands designated SEC;". The requirement of lawful use determination was decided in *Marquam Farms Corporation v. Multnomah County*, __Or LUBA __ (LUBA No. 95-254 12/05/96), *Aff'd* __Or App __ (CA A95801 4/16/97).
3. The old approval of PRE 26-90 was for a dwelling in-conjunction with an existing farm use which was conducted according to a farm management plan as provided for under the provisions of MCC 11.15.2010 (A) and (A)(5). The record shows that no part of the approved farm management plan was implemented in the six and one-half years since the approval, and that during some portion of this time the parcel was only leased to a nearby farmer for hay or field crops. Nothing was done on the property to implement

the farm dwelling approval or in reliance upon it, therefore no vesting of the dwelling right given in PRE 26-90 has occurred.

4. The laws applicable to protection of farmland have substantially changed during the six and one-half years since the approval, and it is unreasonable for the applicant to assume that an approval given under an ordinance which had no assurance of validity over time notwithstanding changes in law should remain in effect. The provisions of MCC 11.15.2030 Right To Complete Single Family Dwelling contain the only assurance of long term validity in the code, and do not apply to the subject application because the dwelling was not under construction in 1980.

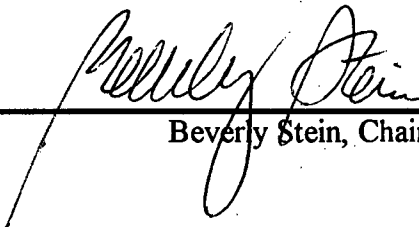
The initial SEC application was made on January 16, 1997, prior to the County's adoption of a revised Exclusive Farm Use ordinance in March of 1997. Therefore, the Oregon Revised Statutes of ORS 215 that apply to land in an Exclusive Farm Use zone, and the Oregon Administrative Rules of 660-33 are applicable to the subject property as required under the provisions of ORS 197.646(3). Neither ORS 215 or OAR 660-33 provide for dwellings in-conjunction with farm use under farm management plan provisions. The applicable provision for this property which is located on High-value farmland, is a demonstration that the farm operator has generated \$80,000 in gross income from sale of farm products produced on the property in each of two consecutive years. The subject property has not been shown to be capable of meeting this test.

DATED this 7th day of August, 1997, nunc pro tunc July 15, 1997.



REVIEWED:

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Sandra N. Duffy, Chief Assistant County Counsel

RECEIVED
97 JUN -4 AM 9:56

MULTNOMAH COUNTY
PLANNING SECTION

HEARINGS OFFICER DECISION

BEFORE THE LAND USE HEARINGS OFFICER
OF MULTNOMAH COUNTY, OREGON

Regarding an appeal of an administrative
approval of a Significant Environmental
Concern review for Tax Lot 1, Lot 7 and a
portion of Lot 8 Shoppe Acres, Section 5,
T1N R1W

)
)
)
)
)
)

Case No SEC 3-97

I. SUMMARY OF THE REQUEST

The applicant proposes to construct a single family dwelling on the 29.93 acre lot according to the grading, drainage, and erosion control plan dated 2/24/97. Use of the subject lot for a dwelling "in conjunction with farm use" was approved in December of 1990, under PRE 26-90. The applicant has applied for approval under the County Significant Environmental Concern and Grading and Erosion Control permit requirements which became effective after the farm dwelling approval. On March 11, 1997, the Planning Director approved the application. The SEC permit approval was appealed by Arnold Rochlin (appellant).

The appeal was based on the assertion that the SEC criterion requires a permitted underlying use and the proposed dwelling would not satisfy the requirements for a dwelling on agricultural land in OAR division 660-33. The appellant maintains that the dwelling use that would be permitted by the SEC permit must be lawfully established or permitted. He argues the 1990 permitted use for the dwelling (PRE 26-90) is no longer valid because State law governing approval of dwellings on high value farmland was changed in 1994 when LCDRC adopted OAR 660 Division 33, and that the proposed dwelling would not meet the criteria of the new rules. The opponent also argues that because the proposed location of the dwelling and driveway have changed from the locations approved in PRE 26-90 an amendment to PRE-90 is necessary, and that those amendments cannot be approved through the SEC permit process.

The property owner and the county staff believe that the 1990 prescribed use permit, PRE 26-90 continues to authorize the underlying land use of a dwelling in conjunction

with farm use because it contains no time limits. Thus, the issue in this appeal is whether OAR 660 Division 33 requirements apply to the farm dwelling use in review this application for a SEC permit.

The lot is on a northeast to southwest sloping hillside and abuts the north side of Kaiser Road. The dwelling site, as proposed in the SEC application, is approximately 120' south of the north property line. The driveway, as proposed in the SEC application, extends approximately 1200' feet north from Kaiser Road and rises approximately 86' from the road to the dwelling site. The proposed dwelling site is on a 13% slope, and utilizes retaining walls up to six feet in height to create parking and yard areas adjacent to the dwelling. The only other structure proposed is a small barn located south of the dwelling site. According to a November 29, 1990 PRE 26-90 application the property has three soil series as mapped in the Soil Survey of Multnomah County. The predominant soil series is Cascade Silt Loam. OAR 660-33-020(c)(A) defines Cascade soils as "high-value farmland." The dwelling site proposed in SEC 3-97 is composed of Cascade Silt Loam Soil.

The PRE 26-90 permit for the dwelling was based on a dwelling location on 1 acre at the extreme northwest corner of the tract, and a driveway running from near the southeast corner of the lot diagonally to the home site, no barn was proposed in PRE 26-90. The dwelling location under the SEC application proposes a building site approximately 400 feet east of the site approved in PRE 26-90 and a driveway running from the southeast corner of the site running due north to the dwelling site, with some curves. Thus, the driveway is located somewhat east of the location approved in PRE 26-90.

The decision to allow a dwelling on the parcel was made in PRE 26-90, a copy of which is included by the applicant under the "1990 Approval" section of Exhibit "2.b.". The dwelling was approved as a dwelling in conjunction with farm use under the provisions of the EFU zone in MCC 11.15.2010. This code section has no expiration requirement, and does not limit transfer to other owners. The PRE 26-90 approval was based on a proposed farm use to be undertaken after the approval. It was not based on existing farm use of the property.

The parcel is a lot of record. The property owner in 1990 was John Braestrup. The current owner is David M. and Sandra J. Herman. The current applicant is Randy S. Robinson. There is no evidence in the record that the applicant or the current owner is the "wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, aunt, uncle, nephew, stepparent, stepchild, grandparent or grandchild of the owner or a business entity owned by any one or a combination of these family members." OAR 660-33-130(3)(g). The SEC permit application contains an "updated" farm management plan which changes the details of the "Proposed Cattle Operations Component" and "Proposed Grape Production Component" from the farm management plan approved in 1990 in PRE 26-90. The site is located 1,320 feet west of the regional urban growth boundary and the City of Portland. There is no evidence in the record that any of the approved farm management plan has been implemented.

According to a March 10, 1997 letter from the property owner, the property has been farmed on contract b Bruce Bowe continuously for the last six years. In the last three years, Mr. Bowe has trenched and tiled the northern part of the field, disced, spayed, planted, and harvested oats over the last three years.

II. PUBLIC HEARING

A. Hearing

Hearings Officer Deniece Won held a duly noticed public hearing regarding the application on May 21, 1997.

B. Summary of Testimony and Evidence Presented

1. Chuck Beasley, County Planner, gave a summary of the staff report. The issue on appeal is that the appellant disagrees with the Director's findings and conclusions that the farm management approval remains in effect. He entered a letter into the record from the property owner, David Herman, Exhibit F1 and a May 21, 1997 letter from Arnold Rochlin, Exhibit F2.

The dwelling and farm management plan were approved under the EFU County ordinance that was effective February 1990 through April of 1997. This application was filed when those rules were effective. The LCDC farm dwelling administrative rules substantially change the criteria for farm dwellings. Those became effective in August 1993. The significant environmental concern ordinance which is the subject of the appealed administrative decision was adopted in September of 1995.

The staff believes that since there is no expiration date in the ordinance in effect at the time of the farm dwelling approval, the approval for the use of the property for the farm dwelling in conjunction with a farm use remains valid. The staff believes the letter from County Counsel, Exhibit C3, supports that conclusion. The letter talks about the relationship between administrative rule expiration date requirements and requirements for farm dwellings in the context of building permits but it has applicability here because the SEC decision is not a decision for a use but a decision for a citing evaluation.

2. Jack Orchard, attorney representing the applicant, Randy Robinson. He agreed with the narrow focus of the appeal. He argued that there is no ordinance authority supporting the appellant's argument that the 1990 approval has "somehow vanished." There is no code provision, no county practice and no mandate from LCDC that would indicate that the county approval has expired, lapsed, or become nonconforming. There is no substantive issue with respect to any SEC-h criteria. He said the parcel was approved in 1990 for a 1-acre home site with the balance of the property to be used in a combination of farm and forest uses. The plan that Mr. Robinson has submitted retains a 1-acre home site and leaves the forest uses exactly where they were in the 1990 plan. The plan meets the SEC-h requirements because it preserves the wildlife habitat area.

He said the one slight distinction between the Robinson plan and the farm plan approved in 1990 actually works to the benefit of agricultural use. The plan approved in 1990 would have the vineyards split slightly by the driveway. The house has been moved slightly to the east. It moves the driveway entirely outside the vineyard area. The applicant believes that there is a net increase in the vineyard area that would be devoted to farm use.

The exclusive focus of the appeal is whether there is an approved use for a dwelling in conjunction a farm/forest utilization of the 30-acre parcel. Mr. Orchard argued the answer is clearly yes. The issue is easily decided because there is no provision for expiration of the permit. There was only one appeal filed, that was by Mr. Rochlin. Mr. Rochlin is the only person that has standing to make argument today because no one else took advantage of the comment period as the staff was processing it.

3. Beasley. The notice of appeal indicates that Mr. Rochlin is also serving as a representative for Mr. Christopher Foster.

4. Arnold Rochlin, Forest Park Neighborhood Association. He said the county regulations do not limit the parties in a de novo hearing to only persons who file an appeal and the applicant. The farm dwelling permit was issued under certain county and state relations in 1990. There is no dispute that State administrative rules and statutes have substantially changed since that time to an extent that it is unarguable that there is doubt, at least, as to whether there is entitlement to a dwelling. Mr. Rochlin believes that there is no entitlement to a dwelling under either current state or county regulations. There is enough of a change that it is clear that the 1990 PRE approval did not justify a dwelling under the requirements that now exist. The law has changed and there is nothing that authorizes the use. There are nonconforming use laws which are exceptions that provide some relief to people that have already invested considerably in a use. Nonconforming use law does not provide protection to someone who has not even implemented a permit. We have a permit that was issued in 1990. We have a state law that was changed in 1993 that says that a dwelling in conjunction with farm use cannot be located on prime farmland.

Mr. Rochlin believes that under circumstances that require discretionary review to determine whether there is current qualification for a dwelling there can be no assumption that a 1990 permit remains in effect unless there is some law that says it remains in effect. He said there is no law, the only law close to that is the nonconforming use law, which the staff acknowledged does not apply here.

The other principal issue in the case is, even if it were correct that a never implemented permit endures, the proposal now is substantially different from the one approved. He argues that the movement of the dwelling 400 feet is very substantial. It's the equivalent of two downtown Portland city blocks and its twice the amount that is allowed in a forest zone for which a forest replacement dwelling. He testified that contrary to the applicant's statement, one of the drawings in the new application shows that the new dwelling site would reduce the size of the vineyard by a very small amount.

Mr. Rochlin addressed Mr. DuBay's memorandum and said that Mr. DuBay does not address any of the issues in Mr. Rochlin's May 21, 1997 letter. Mr. DuBay concludes that an application for a building permit is not generally a land use decision. Nobody argues with that. He does not deal directly with the issue in this appeal. Mr. DuBay cites the Tuality Lands Coalition v. Washington County case, which he relies on almost entirely, which has two holdings. One is about the building permit not being a land use decision subject to LUBA review. The other is that when a new application is filed for a land use (even if it's a sequential application necessary for a development part of which has already been approved), the regulations that apply are those that were in effect at the time of the filing of the new application. There is no issue here about that. The other case that he cites is Gage v. the City of Portland, which holds that when there is an amended application, which we have in this case, we have an amended farm plan and we have an amended plan for the location of the dwelling, then the determination as to that use approval is to be made under the current regulations, the regulations at the time the revised proposal is submitted.

5. Chris Foster, he considers himself a co-appellant with Mr. Rochlin. Nevertheless, he agrees with Mr. Rochlin that anyone can have a say at this hearing. He submitted a written testimony, Exhibit F3. The staff's premise is that the lack of an expiration date gives the farm dwelling permit immunity forever. He thinks there's an alternate premise in the law that a permit is not protected when there's no expiration date. The case law of vesting deals with what goes on when a person is committed to a development and to what degree they are, when a law changes. He pointed to cases cited by Mr. Rochlin about vested rights. There's another body of law, ORS 215.130, about what degree uses are protected when the law changes. In the 1990 Code there's a section about the right to complete a single family dwelling dealing with when a farm zone originally went in, they let people continue to build houses that were under construction. So, Mr. Foster concludes there are three sections of law that support his alternate premise. He hasn't seen anything that supports the assumption that the county staff has made, that it's immune forever. Mr. Foster argued that because no time limit on the permit is specifically spelled out, we are left with what is a reasonable time for someone to get something underway. He believes seven years is unreasonable. He agrees that there are no rules about what to do when there's no expiration date. However, he argues that unless state law allows the permit to continue indefinitely, it's not allowed. Mr. Foster believes the staff makes the alternate assumption, that if state law doesn't prohibit a permit to continue indefinitely it's OK. He believes if the permit doesn't have an expiration date it doesn't have any protection above and beyond what a normal person would consider reasonable. He believes that the assumption that someone could walk in 50 years later with a permit and say it's still valid despite changes in law is ridiculous and illogical. He argued that the vesting and nonconforming use laws, as Mr. Rochlin pointed out, don't protect the approved farm dwelling because nothing exists there.

6. Dave Herman, property owner. Mr. Herman said the neighbor immediately to the northwest, Bruce Bowe, and his family have farmed the property continuously since the early 1950's when it was incorporated into a dairy. That dairy involved what is now three parcels, approximately 60 acres. At the time Mr. Herman acquired the property

Mr. Bowe asked if he could continue the farming practices on the property. Mr. Herman said he agreed to continue the established practice of cropping the property because without having brought significant improvements to the property such as water and irrigation, raising livestock, as provided in the farm management plan, was going to be problematic. There are some opportunities to contain water during the winter season. He said the winters over the last three or four years have been sufficiently wet that maintaining livestock on that parcel has been problematic, especially in the upper area. Mr. Herman testified that Mr. Bowe has treated the quack grass, disced, maintained and expanded the drain tile, and planted and harvested oats. Mr. Herman testified that Mr. Bowe has done that on contract continuously since Mr. Herman purchased the property. This last year he was unable to get in and work the field in April the way he would like to because it was too wet. So, the oat fields were left. At this point there's insufficient soil moisture for the oats, in a unirrigated field like that, to get a stand this year. Mr. Herman said they agreed to attempt to manage the quack grass and take it out before it tops out so that it has some value for forage and then in the put in a fall/winter crop. It has been farmed, considering the value of that land, which is not extremely high, it is basically a clay soil. It's not a type I or type II high value farmland. He said there are really two choices for farming the area. One is to do the vineyard approach as in the farm plan. The other is to allow the quack grass to establish as a good pasture for grazing animals. He said the reason it hasn't been used as grazing pasture is that in the season when you'd graze you'd need water and trucking water up there is cost prohibitive given the value of cattle.

7. Lynn Chauncey, a neighbor, said she has lived there for 22 years. She knows from experience that it can take seven or eight years to get to a point where you can begin building. She said there are urban housing developments about mile and a half from them. To keep that from happening in our area we need to allow the small farmer to build on his property in order to farm. She said she owns 33 acres but there are people who have only 7 acres and some of them have Christmas trees, some of them have grapes. She argued that if a person isn't allowed to build and live on the property they cannot farm it adequately oversee it. She said she has watched the subject property be farmed for about 25 years for different types of hay. She thinks the opponents should put their energy toward changing the law if it's not correct by failing to have a time limit.

8. Rochlin. The farm plan calls for a vineyard and the raising of livestock neither of which have been implemented. Mr. Harmon testified that the land is not high value farm land. The record shows that it is Cascade silt loam which is by statute and regulation categorized as high value, class III farm land. He said that Ms. Chauncey said that it needed a dwelling to enable it to be farmed but at the same time she said that it has been farmed for the last 25 years without a dwelling. He asserted the right to appeal under 215.416(11)(a) which provides a right to a de novo hearing on administrative decisions. MCC .2225(a)(2) allows a person to demonstrate that he is aggrieved. Mr. Foster also has standing under ORS 215.416(11)(a).

9. Foster. He is here because this is a bigger issue affecting how the County does business. It affects other property too. He thinks the law should be implemented rigorously.

10. Orchard. He does not believe that Mr. Foster offered any comments during the comment period and therefore lacks standing to participate in this hearing. Mr. Orchard quoted Mr. Rochlin's May 12, 1997 letter which stated that there is no provision for expiration of a permit in the PRE 26-90 Decision or in the county code. He said Mr. Rochlin argues that the property owner must do something to preserve the permit approval. He has reforested the forest area. That is consistent with the farm management plan. There's nothing inconsistent between planting oats or another cover crop, and the farm plan.

Mr. Orchard said the farm plan is typically made operational in conjunction with establishing the dwelling use. Or in some cases, before the building permit for the dwelling unit is issued, there needs to be a demonstrated commitment to the farm plan (Clackamas County uses this standard). The parcel remains available for the uses identified on the farm management plan. The fact that the law has changed at the state level does not affect the farm dwelling approval that was granted for this property. The distinction between this situation and vesting is that there has been no action taken by the county or by state that has said permits of this type are invalid, expire, are nonconforming or are vested. There has been no action taken from the state on down. Here there is no proceeding under which the use can be reviewed. He believes that if you looked at the Code today, the farm dwelling use is allowable and still conforms to the criteria in the EFU zoning provisions. A dwelling in conjunction with a farm use is still allowed. There is no nonconformity because this use is a use is found within the EFU zone section of the county's code. There is no evidence that this permit is somehow invalidated. He argues the hearings officer lacks authority right to the dwelling that has been granted.

He said the difference between this case and the Kennel case cited by Mr. Rochlin is that the kennel never obtained a permit. The issue in this hearing is the SEC-h permit. The SEC-h designation and the dwelling unit have no conflict. The dwelling on the north side of the site does not come close to the habitat on the southeast side of the site. The previously approved use is preserved except as it would conflict with the SEC-h designation. The SEC review is limited to whether the locations of the improvements (the dwelling, driveway, vineyard, detention facility and fencing) conflict with the area the county subsequently mapped as a significant environmental concern. It's just like any other subsequently adopted regulation that would affect some use on your property, it doesn't defeat the use itself but it may regulate the use. Potentially the SEC-h would affect where you could locate the use on the property.

Mr. Orchard argued that if Mr. Herman had come into the county for a building permit in 1990, it would have been issued. Mr. Robinson came to the County in 1997 and the rules relating, not to the use, but to where the use can occur, in the SEC code relating to the habitat areas now apply.

11. Beasley. With respect the issue of who can be a party, he doesn't know the answer. The Code section under Action Proceedings (MCC .8290) that authorizes an appeal of a decision by the Director provides that just the applicant can provide the notice of appeal, which is not consistent with the statute. MCC .82062(a) authorizes appeals of a decision of the planning commission or the hearings officer. Subsection (1) says that a notice of appeal can be received from a party. Parties are covered in MCC .8225. For a decision by the planning commission or hearings officer, you have to be entitled to notice, participate or demonstrate that you somehow would be aggrieved by the decision. It doesn't clearly tell us who can participate in this proceeding. There is a provision in ORS 197 or 215 who notice of an administrative decision has to be provided to and that might imply a full de novo hearing.

He said he agrees with Mr. Orchard concerning changes to the farm management plan. The SEC application is not a decision about whether a use should be allowed but how property gets developed. The only relevant issue is the code provides that a SEC permit can be approved for a permitted or allowed use. The farm management plan provisions don't speak to changes in the farm management plan, nor do they compel implementation of the farm management plan. The farm management plan has been applied by the County as a feasibility requirement rather than something the property owner was obligated to follow. The staff believes the PRE 26-90 approval was made in the context of a capability test of whether you could do some kind of commercial use and was the property suitable for that. Even if we talked about a change in a farm management plan as somehow opening up the farm dwelling use decision, he would argue that there is nothing significant about the changes because there is nothing in the previous record that talks about the location of the dwelling as important to the justification of farm management on the parcel. The only reference to the dwelling location is on the map.

About the issue of applying new rules when the law changes, the County Code does include expiration dates and processes for determining vesting where the County determined that was needed. In the new EFU zone, which was effective after April 1997, and the CFU zone, the County adopted a two-year limitation to discretionary land use approvals. The ordinance includes a limited effective date of permits for conditional uses and design review and variance approvals. The code never intended a time limit on these old farm management dwellings.

III. ANALYSIS

The appellant states that a prerequisite to the issuance of a SEC permit, is that it pertains to a lawful and permitted use. The appellant cites Marquam Farms Corporation v. Multnomah County, ___ Or LUBA ___ (LUBA Bo. 95-254 September 5, 1996), Aff'd ___ Or App ___ (CA A95801 March 16, 1997) in support of this proposition. Discussing the Third Assignment of Error, LUBA said:

"Respondents argue that the 1994 hearings officer had no authority to consider the legality of intervenors' use because the issue before him was limited to design review. * * *

"Whether the applicant has established the county's authority to review an application is a threshold determination relevant to all land use applications. Necessarily, before a hearings body can determine the merits of a design review application, that body must first determine whether the applicant has established the legal use upon which the design review is based."

The appellants contend that the farm dwelling for which this SEC permit is requested is not lawfully permitted. The appellants contend that the Planning Director (Director) argues that lawfulness of farm dwelling is not properly at issue in this proceeding. The Director says: ". . . this application is not a 'use' decision, but is to evaluate the location and design of the proposed development for consistency with the SEC ordinance." Generally speaking a use is lawful if: (1) it is outright allowed and no further discretionary permits need to be issued, (2) a valid permit has been issued, (3) it is a nonconforming use, or (4) it is a vested right. I understand the Director to say that this application is not a use decision because a use decision has already been made with the approval of PRE 26-90. The SEC permit pertains to a use that has a valid permit.

If the farm dwelling authorized by PRE 26-90 remains consistent with state law, the appellant's argument necessarily fails. If the farm dwelling does not comply with the current law then the question is whether the farm dwelling must comply with current law or remains permitted by the approval of PRE 26-90.

A. Is the Farm Dwelling Consistent with State Law?

ORS 215.283 authorizes uses which may be established as of right in exclusive farm use zones in non marginal lands counties. Subsection 215.283(1)(f) authorizes "dwellings and other buildings customarily provided in conjunction with farm use. In 1990, when the PRE 26-90 dwelling in conjunction with farm use was approved, the County Code allowed a residence in an agricultural zone on a lot of record, if such residence was "customarily provided in conjunction with an existing use" and if conducted according to an approved farm management plan. LCDC had previously adopted rules to implement ORS 215.283(1)(f), which permitted dwellings "customarily provided in conjunction with farm use" to be located in EFU-zoned land in non marginal land counties. LCDC's rules permitted such dwellings only if the "day-to-day activities" on the land were "principally directed to the farm use of the land." OAR 660-05-030(4). The subject parcel was a lot of record and the county found the farm management plan criteria were satisfied, so the dwelling in conjunction with farm use was approved in 1990.

In 1992, LCDC amended Goal 3 and created three new classes of agricultural land: "high value farmlands," "important farmlands," and "small-scale resource lands," and

called for varying levels of regulation as to the uses allowed in each of the three categories. Before the rules became effective, the 1993 legislature enacted House Bill 3661 which abolished two of the three agricultural land categories created by LCDC's 1992 rules and recognized only the high-value farmland category. ORS 215.304(1); ORS 215.710. The legislature declared invalid any LCDC rules that are inconsistent with ORS 215.213, as amended. ORS 215.304(3).

Following the enactment of HB 3661, LCDC amended Goal 3 once again. OAR 660-15-000(3). The rule deleted reference to small-scale resource lands and important farmland, while retaining the high-value farmland classification. LCDC also adopted OAR 660 division 33 purporting to implement ORS 215 and goal 3, containing criteria for dwellings "customarily provided in conjunction" with farm use in ORS 215. The rule provides criteria for determining when such dwellings may be allowed and these criteria supplement County EFU provisions. The 1994 rules permit counties to allow in EFU zones the uses described in ORS 215.213 or ORS 215.283 (marginal or non marginal lands counties respectively), but only if the land is not classified as high-value farmland. OAR 660-33-120. Land classified as high value farm land is subject to additional, more stringent regulation, or, in some cases, outright prohibition.

In the Willamette Valley, tracts composed predominantly of Cascade soils are identified as high value farmland. 660-33-020(8)(c)(A). OAR 660 Division 33 includes a table of uses that may be allowed in high value and other farm lands and it specifies which subsection of OAR 660-33-130, the minimum standards, apply to each listed use. Uses on high-value farmland are limited to those specified by rule. OAR 660-33-090. The minimum standards applicable to dwellings in conjunction with farm use are:

- (1) A dwelling on farmland may be considered customarily provided in conjunction with farm use if it meets the requirements of OAR 660-33-135.
- (2) The use shall not be approved within three miles of an urban growth boundary unless an exception is approved pursuant to ORS 197.732 and OAR Chapter 660, Division 4.
- (3) (a) A dwelling may be approved if:
 - (A) The lot or parcel on which the dwelling will be sited was lawfully created and was acquired by the present owner:
 - (i) Prior to January 1, 1985; or
 - (ii) By devise or by interstate succession from a person who acquired the lot or parcel prior to January 1, 1985.
 - (B) The tract on which the dwelling will be sited does not include a dwelling;
 - (C) The proposed dwelling is not prohibited by, and will comply with, the requirements of the acknowledged comprehensive plan and land use regulations and other provisions of law;

- (D) The lot or parcel on which the dwelling will be sited is not high-value farmland except as provided in subsections (3)(c) and (d) of this rule;
- (E) When the lot or parcel on which the dwelling will be sited lies within an area designated in an acknowledged comprehensive plan as habitat of big game, the siting of the dwelling is consistent with the limitations on density upon which the acknowledged comprehensive plan and land use regulations intended to protect the habitat are based.
- (b) When the lot or parcel on which the dwelling will be sited is part of a tract, the remaining portions of the tract are consolidated into a single lot or parcel when the dwelling is allowed;

If the underlying dwelling is subject to existing criteria, it would not be approvable because the lot was not acquired by the present owner prior to January 1, 1985 or by devise or intestate succession from a person who acquired the lot prior to January 1, 1985. Also, as discussed next, the proposal does not meet the requirements of OAR 660-33-135. Finally, the lot is within three miles of the regional urban growth boundary and no exception has been taken.

A dwelling on farmland may be considered "customarily provided in conjunction with farm use" if it meets the requirements in OAR 660-33-135. OAR 660-33-130(1). The rule provides:

- (7) On land identified as high-value farmland, a dwelling may be considered customarily provided in conjunction with farm use if:
 - (a) The subject tract is currently employed for the farm use, as defined in ORS 215.203, that produced at least \$80,000 (1994 dollars) in gross annual income from the sale of farm products in the last two years or three of the last five years; and
 - (b) Except as permitted in ORS 215.213(1)(r) and 215.283(1)(p), there is no other dwelling on the subject tract; and
 - (c) The dwelling will be occupied by a person or persons who produced the commodities which grossed the income in subsection (a) of this section;
 - (d) In determining the gross income required by subsection (a) of this section, the cost of purchased livestock shall be deducted from the total gross income attributed to the tract.

There is no evidence in the record that the lot has produced at least \$80,000 in gross annual income from the sale of farm products in the last two years or three of the last five years. Also, the evidence indicates the person who will occupy the residence (Mr. Robinson) is not the person producing the commodities which grossed the income (Mr. Bowe).

The Supreme Court concluded in Brentmar v. Jackson County, 321 Or 481, 900 P2d 1030 (1990), that the subsection (1) provisions of both ORS 215.213 and 215.283 establish "uses as of right," 321 Or at 496, that are not subject to additional county regulations, while subsection (2) of the statutes authorize conditional uses that the counties may regulate in ways that go beyond the statutes.

In January 1996 the Appeals Court decided Lane County v. LCDC, 138 Or App 635, modified on reconsideration, 140 Or App 368 (1996). The court of appeals held that LCDC rules concerning the extent to which certain uses may be restricted in high value farmland in marginal land counties were invalid, because the rules prohibited uses that were expressly allowed by ORS 215.213 (applying to marginal lands counties). The Lane County decision invalidates, as they pertain to marginal lands counties, OAR 660-33-130(18), OAR 660-33-135(7), and portions of OAR 660-33-120. The court of appeals invalidated the rule which defines "customarily provided in conjunction with farm use" for purposes of establishing a dwelling under ORS 215.213(1), authorizing farm dwellings in marginal land counties, as requiring \$80,000 of income from the sale of farm products in the previous two years. The court found that the rule created an income criterion for the establishment of a dwelling in conjunction with farmland that was four times more stringent than the \$20,000 requirement set forth in the applicable statute.

In January 1996, after Lane County was decided, the appeals court reviewed Clackamas County's denial of a farm dwelling authorized by ORS 215.283(1)(f) to determine whether OAR 660-33-135(7) conflicts with ORS 215.283(1)(f), authorizing farm dwellings in non marginal land counties. Nichols v. Clackamas County, 146 Or App 25. The court agreed with LUBA that the statutory term "customarily provided in conjunction with farm use" is a delegative term which LCDC has authority to refine and adopt supplements to the standard in ORS 215.283(1)(f). LUBA concluded and the court agreed that:

"OAR 660-33-135(7)(a) specifically requires that a property be currently employed for the farm use, as defined in ORS 215.203.' ORS 215.203(2)(a) limits 'farm use' to 'the current employment of land for the primary purpose of obtaining a profit in money.'

"The \$80,000 standard, which the Court of Appeals found [in Lane County] conflicts with ORS 215.213(2)(b), is not inconsistent with ORS 215.283(1)(f). It helps to clarify the level of required farm activity for farm dwellings. It 'refines the statutory tests and promotes the general statutory policy of restricting farm dwellings to those which are connected with farm use.' The county acted properly in applying OAR 660-33-135(7)." (Footnote and citation omitted.)

Thus, the rules adopted by LCDC for nonfarm dwellings in marginal lands counties have been upheld. Again, if the underlying dwelling is subject to the criteria in OAR 660-33-130 and OAR 660-33-135 it would not be approvable. The central issue is whether those criteria apply or whether the underlying dwelling has a valid use permit.

B. Does the Farm Dwelling Have a Valid Use Permit?

The permit application under consideration here is the SEC application. There is no debate that current laws apply to that application. The appellants, however, argue that MCC 11.15.6404(A) requires the farm dwelling to also meet current laws. MCC 11.15.6404(A) provides:

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

A decision on an application for an SEC permit shall be based upon findings of consistency with the purposes of the SEC district and with the applicable criteria for approval specified in MCC .6420 through .6428.

The criteria for approval of a SEC Permit are factors to be considered, they are not factors which control the use of the land. The provision quoted specifically states that all uses permitted in the EFU district are permitted in SEC areas. There is nothing in the language of the County Code which suggests that the previously approved prescribed use permit for the farm dwelling needs to be reevaluated because it subsequently became subject to the SEC requirements.

The appellant also makes some arguments based on nonconforming use concepts which are not well taken. For nonconforming use provisions to apply the use must first be established. In nonconforming uses a use is first established and then the law changes which does not allow the use. Nonconforming use provisions protect uses in existence at the time of a change in law. ORS 215.130(5) and (6) state:

- "(5) The lawful use of any building, structure or land at the time of the enactment or amendment of any zoning ordinance or regulation may be continued . . .
- (7) Any use described in subsection (5) of this section may not be resumed after a period of interruption or abandonment unless the resumed use conforms with the requirements of zoning ordinances or regulations applicable at the time of the proposed resumption."

The abandonment concept in subsection (7) relates to uses described in subsection (5). As pertinent here, the required law use relates to a structure existing at the time of a change in regulations. Here, no dwelling use was ever established. Therefore, the nonconforming use provisions of ORS 215.130 do not apply to this farm use dwelling approval.

The appellant argues that because the permitted use has not vested it is now disallowed by OAR 660 Division 33. A person vests a land use right when the use is permitted or

allowed but not fully established before the law changes, but a substantial commitment to the use has been made. Here, there is no evidence that any commitment to the farm dwelling has been made.

In 1990 the property owner obtained approval to establish a farm dwelling on the property. In 1994 LCDC adopted OAR 660 Division 33 which disallows a farm dwelling on the property. Before the rule was adopted, the property owner had neither established the farm dwelling use nor made a substantial commitment to the use. The fact that the County's approval of the farm dwelling contained no time limit is not relevant. The County granted approval for a use that was authorized by the State. The State later adopted a new rule that no longer would authorize the use. Thus, it would appear the right to the dwelling did not vest and would have been lost when the state rules changed.

However, ORS 215.428(3) somewhat changes the rules of vested rights. It provides that "[a]pproval or denial of the [permit] application shall be based upon standards and criteria that were applicable at the time the application was first submitted." As I discuss below, it appears from case law that unconditional land use approvals remain valid unless some local or state regulation specifically causes them to be reevaluated in a subsequent land use decision.

In Tuality Lands Coalition v. Washington County, 22 Or LUBA 319 (1991) a property owner received approval for a "special use approval and conceptual development review" application for an asphalt batch plant in 1988. The application was a first step in a sequence of needed approvals for the development. At the time of the first approval, the land was zoned Land Extensive Industrial (MAE). In October 1990 the property was rezoned to FD-10. While the MAE zone allowed asphalt batch plants, the FD-10 zone did not. In December 1990 the owner filed an application for a Development Review for an Asphalt Batch Plant. The second application contained different features than were approved in the first 1989 development approval decision. The 1990 Development Review application was approved on January 7, 1991. On February 13, 1991, an application for a "commercial Building Permit" for the batch plant foundation was filed. The 1990 Development Review and 1991 building permit approvals were appealed. The issue before LUBA was whether under ORS 215.428(3), the standards in effect at the time a 1989 development application was submitted governed approval of the 1991 Development Review application and building permit. ORS 197.015(10)(b)(A) provides that land use decisions over which LUBA has jurisdiction do not include a decision of a local government "[w]hich is made under land use standards which do not require interpretation or the exercise of factual, policy or legal judgment[.]"

LUBA held that the building permit approval was not subject to review because no discretion was required. LUBA found that the county, when it decided the Development Review application, was required to determine whether the MAE zone, which governed the 1989 development approval decision, also governed the second development application filed in 1990, after the property was rezoned to FD-10:

"* * * the county exercised factual and legal judgment in interpreting and applying ORS 215.428(3) to the second development application. There is no dispute that the second development application was filed after the MAE zone had been replaced by the FD-10 zone. Relevant standards applicable to the approval of the second development application require the county to determine the proposal's consistency with the comprehensive plan and to determine that the proposed use is allowed by the underlying zone. The uncertainty concerning whether the MAE or FD-10 zone standards govern the second development application makes the county's approval of the second development application not subject to the exception to our jurisdiction established by ORS 197.015(10)(b)(A)."

LUBA next considered whether Under ORS 215.428(3), the standards in effect at the time the 1989 development application was submitted govern approval of the second development application, which was submitted in 1990. LUBA stated:

"ORS 215.428(3) require[s] the county to apply the standards in effect at the time a development application is first submitted, to that development application. However, there is nothing in ORS 215.428(3) which requires the county to apply the standards in effect at the time one application is submitted to a distinct and subsequent application. For purposes of ORS 215.428(3), the question is whether the second development application was a separate and distinct application from the application submitted [previously]. Tuality Lands Coalition, *supra* at 329.

LUBA found that the second development application was an "application" as that term is used in ORS 215.428(3), and that the list of uses allowed in the FD-10 zone are "standards and criteria" as those terms are used by ORS 215.428(3). LUBA held that the approval standards in effect at the time the second development application was submitted were the applicable approval standards governing the second development application stating that "development approval can only be granted for uses which are permitted in the zoning district." The new zoning district was applicable because it contained criteria applicable to the development review decision.

The case under appeal here involves a "separate and distinct" application from the farm dwelling application. The criteria applicable to the SEC permit require the application of discretion. They are not clear and objective standards. Unlike Tuality Lands Coalition, none of the SEC criteria requires the County to determine whether the previously permitted use is allowed by the underlying zone. The SEC criteria require only that the county finds that there is a permitted use.

The property owners in Marquam Farms Corporation, v. Multnomah County used their land for kennel use in the 1950's when the county enacted zoning legislation disallowing the kennel use. After the zoning enactment the extent and continuity of kennel use varied. For 15 to 20 years before 1989 there was no commercial use of the kennel. The County Code in section .2028 defined a kennel as a facility for four or more dogs. The County's code provided that conditional uses listed in the Code that were legally established before 1980 "shall be deemed conforming" and not subject to the code

provision prohibiting the resumption of a nonconforming use that has been discontinued or abandoned. In 1986 the permissible conditional uses listed was amended to include kennels. In 1990 the County approved design review, "remodeling a kennel for 50 dogs," and a conditional use permit for a watchman's residence. In 1993 LCDC adopted OAR 660 Division 33 which makes it impermissible to establish new kennel uses on high-value farmland and allows counties to issue kennel-related permits only in connection with existing facilities. In 1994 the property owner applied for design review approval and to increase the kennel's use from 50 to 75 dogs. The hearings officer concluded he could not approve the request because the applicants could not demonstrate that the underlying 50-dog use was authorized either by a "valid conditional use permit" or as a "valid, nonconforming use existing in 1980, which could become a 'conforming conditional use' under section .2028." In 1995 the property owner applied to Multnomah County for three alternate applications to increase the use from its ostensible existing level of 50 dogs to 75: (1) a new conditional use permit, (2) an expansion of an existing conditional use, and (3) expansion of a nonconforming use.

LUBA held and the court agreed that the county's interpretation of its own conditional use legislation, under which it granted the initial permit, was inconsistent with OAR 660-33-120 and OAR 660-33-130, and was therefore reversible under ORS 197.829(1)(d). The court addressed whether there was a valid nonconforming use and held that the county's decision on the nonconforming use issue did not satisfy ORS 215.130 which addresses nonconforming uses and applied directly to the land use decision. The Court lastly addressed whether under code section .2028 there was a valid conditional use. ORS 215.296(1) permits counties to approve uses under ORS 215.283(2) "only where the local governing body or its designee finds that the use will not:

- "(a) Force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; or
- (b) Significantly increase the cost of accepted farm or forest practices on surrounding lands devoted to farm or forest use."

The court agreed with LUBA's conclusion that the county's decision violated that state statute by interpreting and applying section 2028(B) in a way that allows a use subject to ORS 215.283(2) to achieve permitted status without being tested against the standards that ORS 215.296(1) requires it to satisfy. The court considered whether the county's 1990 design review for the 50-dog facility and its permit for the watchman's residence explicitly or implicitly interpreted section 2028(B) creating a form of "issue preclusion" therefore barred its reconsideration. The court agreed with LUBA that the county made no section 2028(B) interpretation in 1990.

Unlike Marquam which involved an application for a permit that was disallowed by OAR 660-33-120 and OAR 660-33-135, this application does not directly involve a request for initial approval for the farm dwelling. Also, unlike Marquam Farms this application does not involve a nonconforming use. Neither Tuality Lands Coalition nor Marquam

Farms require that the current lawfulness of an approved use be considered in connection with this application.

The court's exploration of issue preclusion in Marquam Farms indicates that a permit lawfully granted cannot be collaterally attacked in a subsequent application. McKay Creek Valley Assoc. v. Washington County, 24 Or LUBA 187 (1992), *aff'd*, 118 Or App 543, *rev. denied*, 317 Or 272 (1993) further supports the concept that a lawfully granted permit cannot be challenged in a subsequent application. In McKay Creek Valley Assoc. LUBA held that where a parcel was created by deed, at a time when the local government interpreted its partitioning regulations to be inapplicable to parcels created in that manner, the local government may subsequently determine that a permit application complies with a code requirement that a proposed use be on a "parcel," without reexamining the applicability of its partitioning regulations when the parcel was created. McKay Creek Valley Assoc. involved a decision approving a dwelling in conjunction with farm use on a parcel created during a time when the under the county's interpretation, the partitioning requirements and procedures of its code and ORS 92 did not apply to property bisected by a public road. Opponents of the farm dwelling approval argued that the parcel was not eligible for the farm dwelling because it was not a legally created lot. Citing Stefansky v. Grant County, 12 Or LUBA 91, 96 (1984) LUBA stated:

"Ordinarily, we would not consider it appropriate, in reviewing approval of a conditional use permit, to take up claims concerning prior actions related to the property. Generally, our review function is limited to consideration of the approval criteria applied by the decisionmaker to the permit under appeal. * * * " *Id* at 192.

LUBA found that none of the relevant code provisions specifically requires a determination that a lot or parcel was "legally" created. LUBA reasoned that unless the underlying legality of the lot or parcel had to be considered, prior actions creating a lot or parcel are not subject to collateral attack in a subsequent land use proceeding. LUBA found that prior cases on the question:

"stand for the proposition that under a local standard requiring that a lot or parcel be shown to have been legally or properly created, it must be established that, at the time the lot or parcel was created, any local government approvals required at that time were given. * * * Such a local standard does not require a complete reexamination of compliance with every approval standard that may have applied at the time the lot or parcel was created." *Id* at 192.

At the time the parcel was recorded, recording a deed for that property was sufficient to create a "parcel," and no additional county partitioning approval was required. LUBA therefore upheld the county's determination that the lot was created as a separate parcel by deed.

On review the appeals court identified the issue as not whether the "property is a lawfully created lot or parcel, but whether that question must be *considered* in connection with *this* application. The court pointed out that:

"LUBA drew a distinction here between prior government approvals and the substantive correctness of those approvals, and indicated that the existence of the former could be re-explored in connection with subsequent applications, while the latter question could not be." McKay Creek Valley Ass'n v. Washington County, 118 Or App 543, 848 P2d, 624, 626

The appeals court agreed that the legality of the parcel did not have to be determined in consideration of the farm dwelling approval. In the case under appeal, there is similarly no substantive requirement that the farm dwelling use must be evaluated in the SEC review. I conclude that the dwelling use has been determined and cannot be reconsidered now.

C. Must a New Prescribed Use Permit be Obtained if A Farm Management Plan is Amended?

The SEC permit application contains a revised farm management plan and changes the dwelling and driveway locations from where they were shown on the PRE 26-90 application. The appellant argues that these revisions and changes follow no procedure and impliedly constitutes a new application for a dwelling in conjunction with farm use (for which no application has been made). I take the appellant's argument to be that although a use permit has been approved the use underlying this SEC permit is a different, unapproved use. I find no Code procedures that apply to modifications of prescribed use permits. Nor does the Code require that the farm management plan be precisely implemented. I also was unable to locate, nor was I directed to, any case law holding that a new permit must be obtained when an approved farm management plan is amended. I agree with the County staff that the changes are not significant and were made to best meet the SEC-h requirements.

D. Can a Building Permit be Issued Without Any Further Discretionary Review?

However, before a building permit may be issued, the county needs to determine that the land is currently employed for the primary purpose of obtaining a profit in money through agricultural activity. OAR 660-33-135(7) provides that on high-value farmland, a dwelling may be considered customarily provided in conjunction with farm use if:

- (A) The subject tract is currently employed for the farm use, as defined in ORS 215.203, that produced at least \$80,000 (1994 dollars) in gross annual income from the sale of farm products in the last two years or three of the last five years;

The rule in effect when PRE 26-90 was approved also required that the property be "currently employed for farm use." In applying the "customarily provided in conjunction with farm use" standard under the old Goal 3 rule, the courts held that a county could not approve a dwelling in conjunction with a proposed farm use that does not yet exist

on the property. In Forster v. Polk County, 115 Or App 475, 481, 839 P2d 241 (1992) the court of appeals reviewed the denial of a farm dwelling by Polk County under former Goal 3 and OAR requirements that did not specify the level of farm activity that must precede the approval or construction of a dwelling. The court held that some level of actual farm use must exist, but the farm plan need not be "fully implemented" nor the parcel be "wholly devoted" to farm use. This was true even when there was currently farm use of the property, but the applicant requested the dwelling in conjunction with a proposed farm use. Hayes v. Deschutes County, 23 Or LUBA 91, at 97-99 (1992); Elliott v. Jackson County, 23 Or LUBA 257, 263 (1992).

LUBA said that a county may approve a dwelling in conjunction with a proposed farm use described in a farm management plan,

"so long as the county (1) determines the level of farm use proposed by the farm management plan satisfies [the goal 3 rule], and (2) ensures through conditions that the farm dwelling cannot actually be built until after the county determines that the farm management plan has been carried out." Citing Miles v. Clackamas County, 18 Or LUBA 428, 439 (1989) (accessory farm dwelling). Accord; Elliott v. Jackson County, *supra*.

Multnomah County Planning Director's Decision on PRE 26-90 contains no condition prohibiting construction of the dwelling until after the county determines that the farm management plan has been carried out.

In Forster, LUBA found that Polk County's farm dwelling approval did not ensure that the farm dwelling could not be built until after the county determined the farm management plan has been carried out. The decision allowed a building permit for the dwelling to be issued when only a portion of the management plan was implemented. LUBA reasoned that the partial implementation of the farm management did not meet the necessary level of "current employment" for farm use. LUBA held that the county's decision exceeded its authority under ORS 215.283(1)(f) and the implementing OAR.

On review, the court of appeals noted that ORS 215.283(1)(f) and the OAR that explicates that statute, as well as the county ordinance, were directly applicable to the county's decision. The old OAR like the current OAR required that the property be "currently employed for farm use." The court noted that this rule "makes some actual current farm use of the property a prerequisite to permitting a farm dwelling on it under ORS 215.283(1)(f). The court also found that the "text and history of the rule reveal that, in adopting it, LCDC rejected LUBA's decision in Matteo v. Polk County, 14 Or LUBA 67 (1985), which had held that a parcel must be wholly devoted to farm use in order to qualify for a farm dwelling." Forster v. Polk County, *supra*, 115 Or App at 243. The old OAR did not provide a set formula for determining the amount of actual farm use that must precede the approval or construction of a dwelling. The court rejected LUBA's "complete implementation" of the farm management plan standard. The court held that "the rule does not require the full establishment of all planned farm uses in all cases as a

condition precedent to the building of a primary farm dwelling on any EFU parcel." Id. At 244.

Unlike the old rule under which the above case was decided, I note that the current OAR, 660-33-135(7) does contain a standard to determine the amount of actual farm use that must precede the approval or construction of a dwelling - at least \$80,000 in gross annual income from the sale of farm products in the last two years or three of the last five years. However, I do not decide that the current standard would be applicable when a determination needs to be made about whether a requested building permit meets the "currently employed for farm use" standard. I do believe, however, that when that determination is made it will require the exercise of factual and legal judgment and therefore, be a discretionary decision. ORS 215.28391(f) authorizes a farm dwelling in an EFU zone only where it is shown that the dwelling will be situated on a parcel "currently employed for farm use as defined in ORS 215.203." Land is not in farm use unless the "day-to-day activities" on the subject land are "principally directed to the farm use of the land." These statutory standards are certainly not clear and objective.

When compliance with a standard or condition requires the exercise of discretion, the county must provide notice and opportunity for a hearing before approving the building permit. McKay Creek Valley Assoc. V. Washington County, 24 Or LUBA 187, 198 (1992), *aff'd*, 118 Or App 543, *rev. denied*, 317 Or 272 (1993). In McKay Creek Valley Assoc. LUBA found that "Washington County erred by concluding that compliance with the farm management plan is a ministerial decision that may be validated by the planning director."

The county approved the subject farm dwelling as a dwelling in conjunction with "a woodlot capable of producing an average over the growth cycle of \$10,000 in gross annual income" under CDC 430 37 2A(2)(c) which parallels ORS 215.213(2)(b)(B). The challenged decision included the following condition:

"Prior to Final Approval and Issuance of a Building Permit, the Applicant Shall:

- "1. Upon implementation of the farm management plan, provide documentation from a qualified expert (such as an Extension Agent) that the Christmas trees are planted in an acceptable manner (i.e. that at least five acres of Douglas fir seedlings are planted at typical densities of 1500 per acre and are likely to survive as a producing crop). This documentation shall be obtained within two years of preliminary approval for the dwelling and shall constitute final approval of the farm management plan. * * *

The condition itself does not state what procedures the county will use for final approval of the farm management plan. However, the county's findings provided that "[t]he review and approval of the documentary evidence [required by the above quoted condition] by the Planning Director is a ministerial decision made under clear and objective standards and does not involve the exercise of significant factual or legal judgment. No public notice and hearing are required." LUBA stated:

"In McKay Creek Valley Assoc. v. Washington County, 18 Or LUBA 71, 81 (1989), we held that county decisions approving dwellings in conjunction with farm use under what is now CDC 430-37.2A(2)(b) (dwellings on a lot or parcel planted in perennials capable of producing \$10,000 or more in average gross annual income) are "discretionary" and, therefore, permits as defined by ORS 215.402(4). For similar reasons, a county decision approving a dwelling on a lot or parcel that is a woodlot capable of producing \$10,000 or more in average gross annual income under CDC 430-37.2A(2)(c) is also "discretionary" and a "permit," as defined by statute. ORS 215.416(3), (5) and (11) require that a decision on an application for a "permit" be made only after notice and a hearing or an opportunity to request a hearing through a local appeal.

A local government may, by imposing conditions or otherwise, defer a final determination concerning compliance with an applicable permit approval standard to a later stage. However, if the decision to be made at the later stage is itself discretionary, the approval process for the later stage must provide the statutorily-required notice and opportunity for hearing, even though the local code may not require such notice and hearing in other circumstances. Citing Rhyne v. Multnomah County, 23 Or LUBA 442, 448 (1992); Headley v. Jackson County, 19 Or LUBA 109, 114 n 9 (1990); Holland v. Lane County, 16 Or LUBA 583, 596 (1988).

In this case, the county's findings state that its determination of compliance with CDC 430-37.2A(2)(c) is dependent upon intervenors planting five acres of Douglas fir seedlings "in an acceptable manner (i.e. the trees are planted at typical densities and are likely to survive as a producing crop)." Record 104. Similarly, the condition imposed requires that the five acres of seedlings be "planted at typical densities of 1500 per acre and * * * likely to survive as a producing crop." Record 2. We agree with petitioner that the determination of whether the planted seedlings "are likely to survive as a producing crop" involves discretion. Therefore, the county's procedure for granting final approval to the implementation of intervenors' farm management plan, prior to issuing a building permit, must include notice to interested parties and a hearing or opportunity to request a hearing.

According to the McKay Creek Assoc. Opinion, which was effective when the County approved PRE 26-90, the County had a choice to either: (1) require the farm use the dwelling would be in conjunction with actually exist; or (2) condition the decision to require that the amount of farm use actually exist at the time the building permit is issued. In PRE 26-90 the County followed neither of these choices. The farm use the dwelling would be in conjunction with was the vineyard and cattle use identified in the farm management plan proposed to be undertaken in the future. The use did not, and does not actually exist. Although the farm plan need not be fully implemented a determination needs to be made that the land is in farm use as defined in ORS 215.203 before a building permit is issued.

The County's failure to follow the course it should have in approving PRE 26-90 creates a dilemma now. One possible course would be to determine that the farm dwelling use was illegally granted for failure to comply with ORS 215.283(1)(f) as interpreted by the OAR and LUBA's Mackay Creek Assoc. Opinion. As discussed whether that decision can be collaterally attacked in this application is doubtful. A second course would be to imply a condition of approval into PRE 26-90 that before a building permit is issued the County must determine that the necessary amount of farm use that the dwelling is in conjunction with has been established. This second course is problematical because the amount of farm use the property owner needs to establish before a building permit is issued was not defined.

Nonetheless, this course seems the only way that compliance with ORS 215.283(1)(f) can be assured. Although it is true that a building permit is generally subject to clear and objective standards, and therefore, is nondiscretionary, ORS 197.015(10)(b)(A) recognizes that some building permits may be "land use decisions" because they are not issued under "clear and objective land use standards." That statute and McKay Creek Valley Assoc. Show that not all building permit issuance decisions are non-discretionary.

E. Who Are Parties that May Participate in the Hearing?

The Code section under Action Proceedings (MCC .8290) that authorizes an appeal of a decision by the Director provides that just the applicant can provide the notice of appeal, which is not consistent with the statute. Parties are covered in MCC .8225. To be a party for a decision by the planning commission or hearings officer, a person has to be entitled to notice, or demonstrate that he/she somehow would be aggrieved by the decision. The County Code does not specify who could participate in this proceeding.

ORS 215.416(11)(a) provides that notice must be given on appeal of an administrative decision to "persons who would have 'had a right to notice if a hearing had been scheduled or who are adversely affected or aggrieved by the decision.' Also notice needs to be given as required by ORS 197.763 or 197.195, whichever is applicable." ORS 196.195 applies to limited land use decisions and is not applicable here. ORS 215.763(a)(2)(C) provides that notice needs to be given to property owners within 500 feet of the property which is the subject of the notice where the subject property is within a farm or forest zone. Subsection 197.763(b) provides that notice shall also be provided to any neighborhood or community organization recognized by the governing body and whose boundaries include the site. Chris Foster is an officer of the Forest Park Neighborhood Association, recognized by the County. The appeal was filed by Arnold Rochlin. There was no indication that the appeal was filed on behalf of others. In the comments filed during the comment period, Arnold Rochlin filed a comment on behalf of himself personally and as "development chair" of the Forest Park Neighborhood association and representing Christopher Foster.

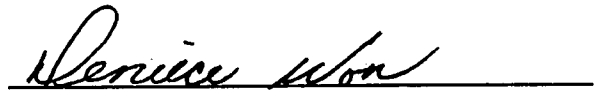
Although the requirements limit who can appeal an administrative decision in an appeal of an administrative decision, there appear to be no limits in the County Code or State

law on who may participate in the appeal hearing. The notice of the appeal hearing stated that in the appealed public hearing "all interested parties may appear and testify." As the parties who may participate is unclear in the Code and ORS 215 the hearings officer allowed all who wished to participate to do so. During the hearing the hearings, the hearings officer indicated that if upon further deliberation concerning who could be legal parties to the hearing she would exclude from her consideration comments made by any parties who should be excluded from participation. Upon that deliberation the hearings officer concludes that she was not precluded by either the county code or state statute from allowing the participation of any of the participants.

IV. ORDER

Significant Environmental Concern Permit No. 3-97, based on a farm dwelling in conjunction with a farm use approved in PRE 26-90 is approved, based on the conditions in the Director's decision. This approval is not based on any determination that the farm use dwelling approved in PRE 26-90 meets the criteria of ORS 215.283(1)(f) that there is currently established farm use to an extent that justifies issuance of building permit. It is the belief of the hearings officer that when a building permit is issued, the County will need to determine that the requirements of ORS 215.283(1)(f) are met.

Dated this 2nd day of June 1997

A handwritten signature in cursive script, reading "Deniece Won", is written over a horizontal line.

Deniece Won, Attorney at Law
Hearings Officer



DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214-2865
(503) 248-3043 FAX: (503) 248-3389

DECISION OF THE PLANNING DIRECTOR

SIGNIFICANT ENVIRONMENTAL CONCERN PERMIT

Case File No.: SEC 3-97;

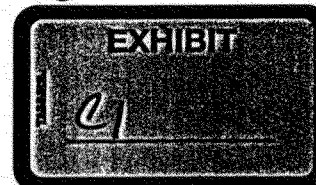
March 11, 1997

- What:** The applicants requested approval of a proposed single family dwelling site under the provisions of the Significant Environmental Concern (SEC) ordinance for areas designated as Wildlife Habitat. Use of the property for a dwelling was previously approved under PRE 26-90.
- Where:** The subject property is located at:
9430 NW Kaiser Road
T1N, R1W, Section 5, TL. 1, Shoppe Acres Lot 7 and a portion of Lot 8.
- Property Owner:** David and Sandra J. Herman
P.O. Box 25482
Portland, OR 97298
- Applicant:** Randy S. Robinson
4650 NW Kaiser Road
Portland, OR 97229
- Zoning:** EFU, Exclusive Farm Use; SEC-h, Significant Environmental Concern for Wildlife Habitat.

Decision: Approve, subject to the conditions below, the Significant Environmental Concern Permit for the proposed dwelling plan, based on the following findings and conclusions.

I. CONDITIONS OF APPROVAL

1. The applicant shall obtain a Grading and Erosion Control Permit prior to excavation or grading, and prior to Building Permit approval for the new dwelling.
2. The applicant shall obtain a Driveway Approach Permit prior to Building Permit approval for the dwelling.



(5)
34.10 Ac.

(25)
1322
Ac.

(14)
7.92 Ac.

(8)
20 Ac.

(6)
0.11 Ac.

(1)
18.89
Ac.

(2)
19.00
Ac.

SCHOPPE

SEC 3-97

SUBJECT PARCEL

ACRES

Exhibit "1"
Case # SEC 3-97

KAISER ROAD RD 107

(36)
4.36
Ac.

(34)
4.36
Ac.

(35)
3.83
Ac.

(6)
58 Ac.

405.80'

 SEC-s Overlay

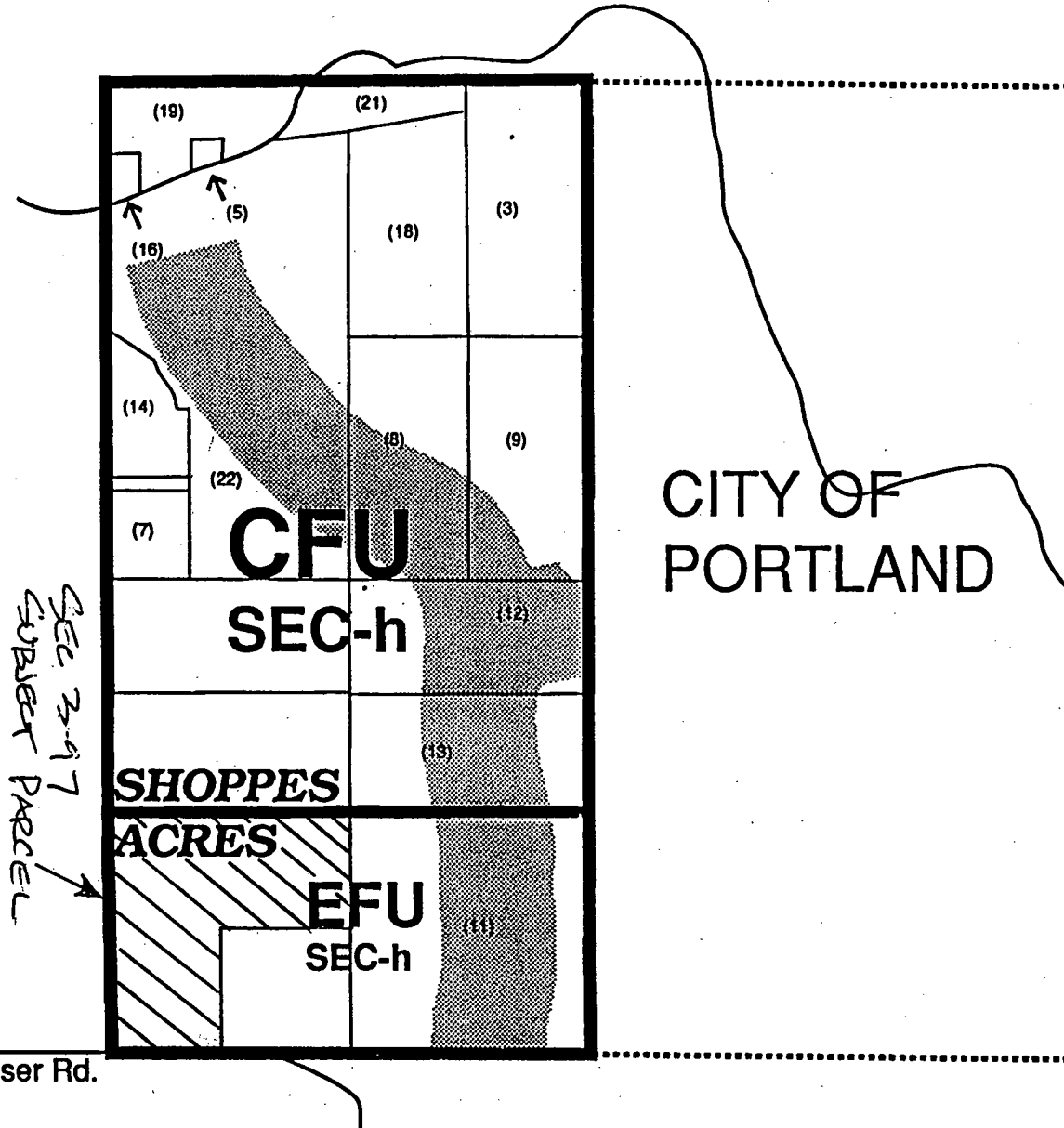
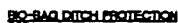


Exhibit "1"
Case # SEC 3-97



RANDY ROBINSON

WASHINGTON COUNTY, OREGON

STX SUE F

PROJECT NO.
R00001
DATE 3/13/97
DESIGNED BY B. BARNES
CHECKED BY J. BARNES
DRAWN BY
SHEET TITLE
PROFILE
SHEET NUMBER

2

3. The development area for the dwelling shall be shown on the final site plan and be one acre or less, not including the area needed to construct the barn or the minimum accessway required for fire safety purposes.
4. Evidence of an approved water source shall be submitted to the Planning Office prior to Building Permit zoning approval.
5. The nuisance plants listed in the Exhibit "4" shall not be planted on the property and shall be removed from cleared areas of the property. In addition, if fencing is installed, it must comply with the provisions of MCC.6426(B)(6).
6. Connect the area between the driveway and the wetland, and between the .4 acre scrub-shrub island and forest land on the property to the east by reforestation and replanting the area with native species to re-establish continuity with the bloc of forest land to the east.
7. Except as otherwise specified in the above conditions, this approval is based on the applicants' submitted testimony, site plan, and findings contained in the Staff Report. The applicant shall be responsible for implementing the development plan as presented and approved.
8. This approval will become void 18 months from the date this decision becomes final unless these conditions of approval are met. The decision will become final on March 21, 1997 unless an appeal is filed by no later than 4:30 pm on that date.

For questions about Conditions of Approval and Building Permit Sign-off, contact Chuck Beasley, at 248-3043.

II. BACKGROUND AND DESCRIPTION OF PROPOSAL

SITE AND VICINITY CHARACTERISTICS

The applicant proposes to construct a new single family dwelling on the approximately 30 acre parcel according to the grading, drainage, and erosion control plan dated 2/24/97. Use of the subject parcel for a dwelling in conjunction with farm use was approved in December of 1990, under PRE 26-90. The applicant has filed for approval of the dwelling site under the Significant Environmental Concern and Grading and Erosion Control permit requirements which became effective after the farm dwelling approval. Copies of the Tax Assessor's map and the zoning map which show the subject parcel are included as Exhibit "1." of this report. The applicant has submitted an original and revised statement of justification and supporting documentation, and the site plan referenced above in support of the application. The site plan is included as Exhibit "2.a." and is attached to this report. The original bound submittal is included as Exhibit "2.b.", and the revised material is included as Exhibit "2.c.". These last two items are in the casefile of the decision.

The parcel is on a northeast to southwest sloping hillside and abuts the north side of Kaiser Road. The dwelling site is approximately 120' south of the north property line.. The

driveway extends approximately 1200' feet north from Kaiser Road and rises approximately 86' from the road to the dwelling site. The proposed dwelling site is on a 13% slope, and utilizes retaining walls up to six feet in height to create parking and yard areas adjacent to the dwelling. The only other structure proposed is a small barn located south of the dwelling site.

III. APPLICABLE CRITERIA

1. MCC 11.15.2016 Dimensional Requirements contains the setback requirements for dwellings in the EFU zone.
2. MCC 11.15.6400 through 6428 contains the criteria for application of the Significant Environmental Concern (SEC) Zone. The sections which contain the majority of the criteria applicable to the request are those which contain the application requirements under MCC .6408, the general SEC criteria of MCC.6420, and the criteria for areas designated as wildlife habitat in MCC .6426. These criteria are addressed in part IV. of this report.
3. Comprehensive Framework Plan Policies: 13, 22, 37, 38, and 40, apply to all quasi-judicial decisions in the county. In addition, Policy 14 Developmental Limitations, applies to the property due to a high seasonal water table on portions of the property.

IV. ANALYSIS

A. Exclusive Farm Use Zone:

11.15.2216 Dimensional Requirements (C) Minimum Yard Dimensions - Feet

Front	Side	Street Side	Rear
30	10	30	30

Maximum Structure Height – 35 feet

Findings: The proposed dwelling location as shown on the site plan in Exhibit "2.a." is approximately 120' from the closest property line, which is the rear (north) lot line. The structure height is not indicated on the plan, however the height requirement will be considered during the Building Permit review.

Conclusion: The proposed structure location exceeds the minimum setbacks of the EFU zone. Structure height will be evaluated during Building Permit review.

B. Significant Environmental Concern SEC:

11.15.6404 Uses-SEC Permit Required:

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

Findings: The decision to allow a dwelling on the parcel was made in PRE 26-90, a copy of which is included by the applicant under the "1990 Approval" section of Exhibit "2.b.". The dwelling was approved as a dwelling inconjunction with farm use under the provisions of the EFU zone in MCC 11.15.2010. This code section has no expiration requirement, and does not limit transfer to other owners.

Staff received two letters concerning the dwelling approval, and these are included as Exhibit "3." of this report. The March 6, 1997 letter from Friends of Forest Park Development Committee Chair, Arnold Rochlin, maintains that PRE 26-90 is no longer in effect because the farm management plan submitted to comply with MCC .2010 (4) and (5) has not been implemented, and the dwelling has therefore been abandoned pursuant to ORS 215.130 (5) through (7). He also cites MCC 11.15.7620 and .8805, code provisions which pertain to nonconforming uses, to support the conclusion that the dwelling has been abandoned. Staff notes that the farm dwelling does not fit very well under nonconforming ordinance and statutory requirements. Dwellings continue to be allowed in the EFU zone, and the dwelling has not been built and then abandoned. MCC .7620 applies to uses established prior to 7/26/79, and is therefore not applicable. Further, this application is not a "use" decision, but is to evaluate the location and design of the proposed development for consistency with the SEC ordinance.

The second letter in Exhibit "3" is from the current property owner, Mr. Herman, who responds to the letter from Mr. Rochlin. Mr. Herman maintains that farm use of the property has been on-going for at least the last six years, and has therefore not been abandoned.

Conclusion: The SEC application should not require re-approval of PRE 26-90 because that decision approved the use of the property for a dwelling under code provisions which do not require that the approval should expire after a certain amount of time passes. In addition, the dwelling is not a nonconforming use under the zoning code, and is therefore not subject to "abandonment" requirements. Staff concludes that the dwelling remains permitted and must therefore comply with the application and other requirements for an SEC permit.

11.15.6408 - Application for SEC Permit:

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

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

- (1) A written description of the proposed development and how it complies with the applicable approval criteria of MCC .6420 through .6426.**
- (2) A map of the property showing: (a) parcel boundaries and size, (b) location and size of existing structures, (c) topography, (d) landform changes, (e) description of existing vegetation and proposed landscaping, (f) plan of existing and proposed roads and driveways.**

Findings: The applicant has submitted a written description and a detailed grading, drainage, and erosion control plan of the property. These are included as Exhibits "2.a.", "2.b.", and "2.c." of this report, and provide all of the information required under this section.

Conclusion: The application requirements are met with the information submitted.

11.15.6420 Criteria for Approval of SEC Permit:

The SEC designation shall apply to those significant natural resources, natural areas, wilderness areas, cultural areas, and wild and scenic waterways that are designated SEC on the Multnomah County sectional maps. Any proposed activity or use requiring an SEC permit shall be subject to the following: The criteria below are the general approval criteria for all SEC areas. Specific criteria related to the designation of the property in the wildlife habitat area is addressed in the following section.

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

Findings: The applicant notes and staff agrees that the proposed dwelling is not near any of the areas described in this criterion.

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

Findings: The applicant refers to the 1990 farm management plan dwelling location as evidence to show that this criterion is met. Staff notes that the 1990 plan shows the dwelling site in the northwest corner of the property, while the currently proposed dwelling site is in the north-center of the parcel. However, staff is unable to locate any

findings in the original staff report or discussion in the farm management plan which evaluate the 1990 dwelling site relative to how agricultural and forest land is used on the parcel. The change from the old plan moves the dwelling site approximately 300' to the east, thus shortening the driveway somewhat and reducing the amount of land dedicated to future vineyard somewhat. The soil type, slope, relationship to proposed farm uses and to adjacent forest land, and the distance from Kaiser Road otherwise remain substantially the same.

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

Findings: The area of environmental significance in this application is wildlife habitat associated with forest land and other openspace areas which are not farmed. The applicant points out that the dwelling is proposed for an area outside of the forested area and of the vineyard indicated in the 1990 farm management plan. Comparison of the site plan in Exhibit "2.a." and an aerial photograph of the site which is included in Exhibit "2.c." confirm the relationship between historic forested land and managed farmland. The dwelling site is proposed for the northeast corner of the area used for farming.

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

Findings: Private recreational needs on site are provided by space within and adjacent to the dwelling according to the applicant. No public recreational needs are identified in the area.

- (E) The protection of the public safety and of public and private property, especially from vandalism and trespass, shall be provided to the maximum extent practicable.**

Findings: The primary public safety issue in the application is the driveway access from the parcel to Kaiser Road. The applicant has designed an access point with a relationship to the right-of-way that is similar to adjacent existing driveways, suggesting that a Driveway Approach Permit is approvable at the proposed location. The applicant lists security features proposed including fencing with gates, home security system, and perimeter lighting.

- (F) Significant fish and wildlife habitats shall be protected.**

Findings: No significant fish habitat is identified on or adjacent to the site. As noted in the findings under (C) above, the significant wildlife habitat for this application is associated with forest land and other openspace areas which are not farmed. Farm use is not subject to an SEC permit as indicated in MCC .6406. The applicant has

included a wildlife conservation plan in Exhibit "2.b." which identifies important habitat areas as the forest land, wetland, and scrub-shrub areas in the northeast portion of the property. The wildlife biologist recommends avoidance of the wetland, and exclusion of livestock from the forest land. A follow up letter from the biologist dated 2/20/97 and included in Exhibit "2.c." indicates that the site plan avoids all significant habitat areas. The site plan in Exhibit "2.a." shows the fenced portion of the property as not including the forest land, and the driveway relocated to avoid the small scrub-shrub area along the east property line. The applicant also states in the 2/24/97 letter that the timber harvest area in the northeast portion of the property has been replanted consistent with forest practices administrative rules as outlined in the 10/9/95 letter from the Oregon Department of Forestry. These letters are included as part of Exhibit "2.c." of this report.

- (G) The natural vegetation along rivers, lakes, wetlands and streams shall be protected and enhanced to the maximum extent practicable to assure scenic quality and protection from erosion, and continuous riparian corridors.**

Findings: The property contains a small wetland which is mapped on the site plan in the northeast portion of the site, and no rivers, lakes, or streams are on site. The mapped wetland area corresponds to the appearance of the feature on the 1986 aerial photograph, and on the aerial photograph taken after the 8 acres were harvested in February of 1995. Both photographs show that the wetland area and adjacent forest vegetation forms the edge of the farm management area on the property. In addition, the .4 acre scrub-shrub area along the east property line has historically not been farmed. The wildlife conservation plan and follow up letter indicate that the location of the proposed driveway will have no effect on the hydrology of the wetland, and the relocation of the driveway avoids loss of the .4 acre scrub-shrub habitat.

This criterion requires enhancement of vegetation associated with the listed water features to assure scenic quality, erosion control, and continuity of habitat associated with riparian corridors.

The applicant has applied for a Grading and Erosion Control Permit for development of the property and will be required to comply with the applicable standards therein. The only potential erosion which could impact the wetland would be the road and ditch, although they remain at least 40' from the wetland according to the applicant and are excluded as impacting the wetland in the conservation plan report. Some measure of habitat improvement could be achieved by extending reforestation or establishment of scrub-shrub areas to fill in the area between the driveway and the wetland area, and to connect the .4 acre scrub-shrub island to the forest area on the property.

- (H) Archaeological areas shall be preserved for their historic, scientific, and cultural value and protected from vandalism or unauthorized entry.**

Findings: No archaeological areas are identified.

- (I) Areas of annual flooding, floodplains, water areas, and wetlands shall be retained in their natural state to the maximum possible extent to preserve water quality and protect water retention, overflow, and natural functions.**

Findings: Retention of the wetland area identified on the property is discussed in the findings under G. above. The conservation plan concludes that the setback and elevation/location of the driveway should result in no impact to the natural functions of the wetland.

- (J) Areas of erosion or potential erosion shall be protected from loss by appropriate means. Appropriate means shall be based on current Best Management Practices and may include restriction on timing of soil disturbing activities.**

Findings: The applicant has applied for a Grading and Erosion Control Permit in order to minimize and protect development areas from erosion.

- (K) The quality of the air, water, and land resources and ambient noise levels in areas classified SEC shall be preserved in the development and use of such areas.**

Findings: The portions of this criterion applicable to the proposed residential use are preservation of water and land resources. Water quality is to be addressed through the stormwater and erosion control measures required under the Grading and Erosion Control Permit. Water quality is also addressed by construction of a septic system which meets Department of Environmental Quality rules. Land resources quality will be addressed through a Grading and Erosion Control permit.

- (L) The design, bulk, construction materials, color and lighting of buildings, structures and signs shall be compatible with the character and visual quality of areas of significant environmental concern.**

Findings: The character and visual quality of the landscape in which the parcel is located can be described as rolling hills with agricultural fields, dwelling sites, and patches and edges of forest land. The site plan shows the dwelling location near the edge of forest land at the end of a long driveway above Kaiser Road. Many of the newer dwellings in the area are relatively large and set back from the road at the end of long driveways. Other than the perspective drawing on the front of Exhibit "2.b.", and the building "footprint" on the site plan, no details of the dwelling are included in the application. The applicant notes that the features of the proposed dwelling will be consistent with other rural homesites in the area.

- (M) An area generally recognized as fragile or endangered plant habitat or which is valued for specific vegetative features, or which has an identified need for protection of the natural vegetation, shall be retained in a natural state to the maximum extent possible.**

Findings: The subject property does not contain any recognized fragile areas or endangered habitat. The applicant points out that the natural resource areas of the site are not proposed for development, and that domestic uses will be separated from wildlife habitat, which is retained.

(N) The applicable policies of the Comprehensive Plan shall be satisfied.

Findings: The applicable comp plan policies are Comprehensive Framework Plan Policies: 13, 22, 37, 38, and 40, which apply to all quasi-judicial decisions in the county. In addition, Policy 14 Developmental Limitations applies to the northern portion and development area. These policies are shown to be satisfied by the findings and conclusions included in part C. of this report.

Conclusion: Staff finds that the criteria under (A), (C), (D), (H), and (M) above are either satisfied by the location of the development area away from the subject resources, or the resource does not exist on the site. The farmland protection criterion under (B) is satisfied by the proposed dwelling location in the northeast corner of the farm area, an improvement over the location indicated in the 1990 farm management plan. The criterion for protection of public safety will be satisfied by the applicant obtaining a Driveway Approach Permit as a condition of approval. The criteria of (F), (G), and (I) are satisfied by avoidance of the wetland and .4 acre scrub-shrub island, and by implementation of a condition of approval which requires additional reforestation to fill in the area between the road and wetland, and to connect the island to forest land to the east. The criteria related to water quality and erosion impacts under (J) and (K) will be met when the requirements for a Grading and Erosion Control Permit are satisfied. The dwelling site at the edge of forest land, coupled with the bulk of the dwelling which is similar to other dwellings in the area, allow a conclusion that the proposed dwelling is compatible with the character of the area criterion in (L). The consistency with applicable comprehensive plan policies as required under (N) is demonstrated in section C. of this report.

11.15.6426 Criteria for Approval of SEC-h Permit Wildlife Habitat

(A) In addition to the information required by MCC .6408(C), an application for development in an area designated SEC-h shall include an area map showing all properties which are adjacent to or entirely or partially within 200 feet of the proposed development, with the following information, when such information can be gathered without trespass:

- (1) Location of all existing forested areas (including areas cleared pursuant to an approved forest management plan) and non-forested "cleared" areas; For the purposes of this section, a forested area is defined as an area that has at least 75% crown closure, or 80 square feet of basal area per acre, of trees 11 inches DBH and larger, or an area which is being reforested**

pursuant to Forest Practice Rules of the Oregon Department of Forestry. A non-forested "cleared" area is defined as an area which does not meet the description of a forested area and which is not being reforested pursuant to a forest management plan.

- (2) Location of existing and proposed structures;
- (3) Location and width of existing and proposed public roads, private access roads, driveways, and service corridors on the subject parcel and within 200 feet of the subject parcel's boundaries on all adjacent parcels;
- (4) Existing and proposed type and location of all fencing on the subject property and on adjacent properties and on properties entirely or partially within 200 feet of the subject property;

Findings: The applicant provides the additional information required on the Land Use Map 3, and Aerial Photo Map 4., both of which are included in Exhibit "2.c."

Conclusion: Staff concludes that the applicant's submittals satisfy the requirements of this section.

(B) Development Standards:

- (1) Where a parcel contains any non-forested "cleared" areas, development shall only occur in these areas, except as necessary to provide access and to meet minimum clearance standards for fire safety.
- (2) Development shall occur within 200 feet of a public road capable of providing reasonable practical access to the developable portion of the site.
- (3) The access road/driveway and service corridor serving the development shall not exceed 500 feet in length.
- (4) The access road/driveway shall be located within 100 feet of the property boundary if adjacent property has an access road or driveway within 200 feet of the property boundary.
- (5) The development shall be within 300 feet of the property boundary if adjacent property has structures and developed areas within 200 feet of the property boundary.
- (6) Fencing within a required setback from a public road shall meet the following criteria: (The fencing standards are located in MCC .6426(B)(6) of the ordinance.)
- (7) The following nuisance plants shall not be planted on the subject property and shall be removed and kept removed from cleared areas of the subject property. (The nuisance plant list is located in MCC .6426(B)(7) of the ordinance.)

Findings: The plans and aerial photograph submitted by the applicant show the development areas of dwelling site and road within areas previously cleared and managed for farm use. The proposed dwelling site is however, beyond the limits

of (2) and (3) as evidenced by the approximately 1200' long driveway leading to the dwelling site from Kaiser Road.

The driveway to the adjacent dwelling on the east side of the subject parcel ranges from approximately 20' to 100' of the property line according to aerial photographs. The proposed driveway follows the east property line and meets this standard on the south portion of the property, and does not meet it on the north part.

The requirement in (5) applies due to the location of the dwelling on the parcel adjacent to the east within 200' of the east property line of the subject parcel. The proposed dwelling site meets this standard because it is located within 120' of the north property line.

Proposed fencing within 30' of Kaiser Road meets the standards of MCC .6426(B)(6) as noted on Sheet 2 of the Grading, Drainage, and Erosion Control Plan. The applicant states in the narrative in Exhibit "2.c." that none of nuisance plants listed in the ordinance will be planted on the property, and that existing listed plants will be removed.

Conclusion: The purpose of the driveway standards is to protect wildlife habitat areas from unnecessary encroachment from development. In this case, the proposed driveway location does not meet the requirements of (2) and (3) because of the dwelling location chosen. The applicant is therefore required to comply with the standards of MCC .6426 C., and these provisions are addressed below. The provisions of this section which pertain to fencing are met on implementation of the plans dated 2/19/97. The nuisance plant provisions can be met by imposition of conditions of approval.

(C) Wildlife Conservation Plan. An applicant shall propose a wildlife conservation plan if one of the two situations exist.

- (1) The applicant cannot meet the development standards of Section (B) because of physical characteristics unique to the property. The applicant must show that the wildlife conservation plan results in the minimum departure from the standards required in order to allow the use; or**
- (2) The applicant can meet the development standards of Section (B), but demonstrates that the alternative conservation measures exceed the standards of Section B and will result in the proposed development having less detrimental impact on forested wildlife habitat than the standards in Section B.**
- (3) The wildlife conservation plan must demonstrate the following:**
 - (a) That measures are included in order to reduce impacts to forested areas to the minimum necessary to serve the proposed development by restricting the amount of clearance and length/width of cleared areas and disturbing the least amount of forest canopy cover.**

- (b) That any newly cleared area associated with the development is not greater than one acre, excluding from this total the area of the minimum necessary accessway required for fire safety purposes.
- (c) That no fencing will be built and existing fencing will be removed outside of areas cleared for the site development except for existing cleared areas used for agricultural purposes.
- (d) That revegetation of existing cleared areas on the property at a 2:1 ratio with newly cleared areas occurs if such cleared areas exist on the property.
- (e) That revegetation and enhancement of disturbed stream riparian areas occurs along drainages and streams located on the property occurs.

Findings: The applicant's response in the revised narrative in Exhibit "2.c." does not demonstrate that physical characteristics unique to the property preclude a dwelling location which could be served by driveway lengths which meet the standards in (B). The site plan shows an adequate building area adjacent to Kaiser Road.

Subsection (2) above provides an expanded dwelling location choice. Staff interprets the subsection (2) alternative as being met when all of the standards of subsection (3) are satisfied. Comparison of the site plan and aerial photographs of the property show that no loss of forested areas will occur in order to site the dwelling in the proposed location. The area cleared for the development is indicated in the Site Work Report submitted for the Grading and Erosion Control Permit as approximately 47,400 square feet, nearly 4,000 square feet larger than the one acre allowed. This area can be reduced to meet the one acre standard. The only proposed fencing on the property is indicated on the site plan, and will enclose existing cleared areas used for agricultural purposes. Revegetation of cleared areas between the driveway and forest land to the east is a condition of approval of this decision.

Conclusion: The findings above indicate that the applicant has chosen to locate the dwelling much further from the road than could occur in compliance with the standards of section (B). In this circumstance, the alternative dwelling location can be allowed when the disturbed area is held to one acre or less, forest vegetation is maintained, revegetation occurs, and fencing not needed for farm management is minimized. All of these requirements either are met or can be met with a condition of approval that requires reduction of the development area associated with the dwelling to one acre or less.

C. Comprehensive Framework Plan Policies: 13, 14, 22, 37, 38, and 40.

- (1) Policy 13, Air, Water and Noise Quality. MULTNOMAH COUNTY, ...
SUPPORTS EFFORTS TO IMPROVE AIR AND WATER QUALITY AND TO

REDUCE NOISE LEVELS. ... FURTHERMORE, IT IS THE COUNTY'S POLICY TO REQUIRE, PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION, A STATEMENT FROM THE APPROPRIATE AGENCY THAT ALL STANDARDS CAN BE MET WITH RESPECT TO AIR QUALITY, WATER QUALITY, AND NOISE LEVELS.

Findings: The only applicable element under this policy is water quality. The applicant has submitted a Certificate of Private On-Site Sewage Disposal and Site Evaluation Report to satisfy this requirement. Soil erosion and water quality issues associated with surface runoff will be addressed through a Grading and Erosion Control Permit.

(2) Policy 14, Developmental Limitations. THE COUNTY'S POLICY IS TO DIRECT DEVELOPMENT AND LAND FORM ALTERATIONS AWAY FROM AREAS WITH DEVELOPMENT LIMITATIONS EXCEPT UPON A SHOWING THAT DESIGN AND CONSTRUCTION TECHNIQUES CAN MITIGATE ANY PUBLIC HARM OR ASSOCIATED PUBLIC COST, AND MITIGATE ANY ADVERSE EFFECTS TO SURROUNDING PERSONS OR PROPERTIES. DEVELOPMENT LIMITATIONS AREAS ARE THOSE WHICH HAVE ANY OF THE FOLLOWING CHARACTERISTICS:

- A. Slopes exceeding 20%;
- B. Severe soil erosion potential;
- C. Land within the 100 year flood plain;
- D. A high seasonal water table within 0-24 inches of the surface for 3 or more weeks of the year;
- E. A fragipan less than 30 inches from the surface;
- F. Land subject to slumping, earth slides or movement.

Findings: The development limitations of the property are related to the policy elements in D., and E. The applicant states that these limitations and adverse effects to surrounding properties are mitigated by construction of a septic system drainfield consistent with the Site Evaluation Report, and by development of the property consistent with the Grading and Erosion Control requirements.

(4) Policy 22, Energy Conservation. THE COUNTY'S POLICY IS TO PROMOTE THE CONSERVATION OF ENERGY AND TO USE ENERGY RESOURCES IN A MORE EFFICIENT MANNER. IN ADDITION, IT IS THE POLICY OF MULTNOMAH COUNTY TO REDUCE DEPENDENCY ON NON-RENEWABLE ENERGY RESOURCES AND TO SUPPORT GREATER UTILIZATION OF RENEWABLE ENERGY RESOURCES. THE COUNTY SHALL REQUIRE A FINDING PRIOR TO THE APPROVAL OF LEGISLATIVE OR QUASIJUDICIAL ACTION THAT THE FOLLOWING FACTORS HAVE BEEN CONSIDERED:

- A. THE DEVELOPMENT OF ENERGY-EFFICIENT LAND USES AND PRACTICES;

- B. INCREASED DENSITY AND INTENSITY OF DEVELOPMENT IN URBAN AREAS, ESPECIALLY IN PROXIMITY TO TRANSIT CORRIDORS AND EMPLOYMENT, COMMERCIAL AND RECREATIONAL CENTERS;
- C. AN ENERGY-EFFICIENT TRANSPORTATION SYSTEM LINKED WITH INCREASED MASS TRANSIT, PEDESTRIAN AND BICYCLE FACILITIES;
- D. STREET LAYOUTS, LOTTING PATTERNS AND DESIGNS THAT UTILIZE NATURAL ENVIRONMENTAL AND CLIMACTIC CONDITIONS TO ADVANTAGE.
- E. FINALLY, THE COUNTY WILL ALLOW GREATER FLEXIBILITY IN THE DEVELOPMENT AND USE OF RENEWABLE ENERGY RESOURCES.

Findings: The dwelling will comply with the State and County building codes for energy conservation. Other elements of this policy generally do not apply to this request due to the fact that the request area is on rural land.

- (3) Policy 37, Utilities:** THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

Water and Disposal System

- A. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC SEWER AND WATER SYSTEM, BOTH OF WHICH HAVE ADEQUATE CAPACITY; OR
- B. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM ON THE SITE; OR
- C. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM; OR
- D. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND A PUBLIC SEWER WITH ADEQUATE CAPACITY.

Drainage

- E. THERE IS ADEQUATE CAPACITY IN THE STORM WATER SYSTEM TO HANDLE THE RUN-OFF; OR
- F. THE WATER RUN-OFF CAN BE HANDLED ON THE SITE OR ADEQUATE PROVISIONS CAN BE MADE; AND
- G. THE RUN-OFF FROM THE SITE WILL NOT ADVERSELY AFFECT THE WATER QUALITY IN ADJACENT STREAMS, PONDS, LAKES OR ALTER THE DRAINAGE ON ADJOINING LANDS.

Energy and Communications

- H. THERE IS AN ADEQUATE ENERGY SUPPLY TO HANDLE THE NEEDS OF THE PROPOSAL AND THE DEVELOPMENT LEVEL PROJECTED BY THE PLAN; AND
- I. COMMUNICATIONS FACILITIES ARE AVAILABLE.

FURTHERMORE, THE COUNTY'S POLICY IS TO CONTINUE COOPERATION WITH THE DEPARTMENT OF ENVIRONMENTAL QUALITY, FOR THE DEVELOPMENT AND IMPLEMENTATION OF A GROUNDWATER QUALITY PLAN TO MEET THE NEEDS OF THE COUNTY.

Findings: The applicable policies under this element are C. private water and sewer capacity, and stormwater/drainage under F. and G. No domestic water system information has been submitted, and water is proposed to be provided from a well on the property which has not as yet been drilled. The applicant has submitted a completed service provider form for the septic system indicating that a system can be constructed to meet DEQ requirements. it is adequate for a four bedroom dwelling, and states that the new private water system provides adequate flow for residential needs. Stormwater and drainage will be contained on-site, and the proposed systems are required to meet the Grading and Erosion Control Permit standards. The applicant has applied for the Grading and Erosion Control Permit.

- (4) **Policy 38, Facilities:** THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

School

- A. THE APPROPRIATE SCHOOL DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.

Fire Protection

- B. THERE IS ADEQUATE WATER PRESSURE AND FLOW FOR FIRE FIGHTING PURPOSES; AND
- C. THE APPROPRIATE FIRE DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENTS ON THE PROPOSAL.

Police Protection

- D. THE PROPOSAL CAN RECEIVE ADEQUATE LOCAL POLICE PROTECTION IN ACCORDANCE WITH THE STANDARDS OF THE JURISDICTION PROVIDING POLICE PROTECTION.

Findings: The applicant has submitted the service provider forms from the school district and by the County Sheriff, indicating adequate service. The Tualatin Valley Fire district response letter states that a Fire and Life Safety Plan Review has been conducted, and the plans have been reviewed and approved.

(5) Policy 40, Development Requirements: THE COUNTY'S POLICY IS TO ENCOURAGE A CONNECTED PARK AND RECREATION SYSTEM AND TO PROVIDE FOR SMALL PRIVATE RECREATION AREAS BY REQUIRING A FINDING PRIOR TO APPROVAL OF LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

- A. PEDESTRIAN AND BICYCLE PATH CONNECTIONS TO PARKS, RECREATION AREAS AND COMMUNITY FACILITIES WILL BE DEDICATED WHERE APPROPRIATE AND WHERE DESIGNATED IN THE BICYCLE CORRIDOR CAPITAL IMPROVEMENTS PROGRAM AND MAP.
- B. LANDSCAPED AREAS WITH BENCHES WILL BE PROVIDED IN COMMERCIAL, INDUSTRIAL AND MULTIPLE FAMILY DEVELOPMENTS, WHERE APPROPRIATE.
- C. AREAS FOR BICYCLE PARKING FACILITIES WILL BE REQUIRED IN DEVELOPMENT PROPOSALS, WHERE APPROPRIATE.

Findings: No public facilities are planned for the subject property or area.

Conclusion: The applicable Comprehensive Framework Plan Policies addressed above relate primarily to the impacts of proposed development on services and the environment. The findings indicate, and staff concludes, that the applicant has demonstrated that these policies are or can be satisfied with the exception of adequate water supply. This element can be satisfied by a condition of approval which requires demonstration that an adequate water supply exists prior to issue of the Building Permit. Mitigation of any adverse affects from erosion or stormwater on public and private property can occur through the Grading and Erosion Control Permit.

V. CONCLUSION

Staff concludes that the applicant has demonstrated substantial compliance with all ordinance requirements, or that compliance can be achieved when the conditions of approval in section I of this report are met.

VI. EXHIBITS

- 1. Assessor's and Zoning Maps
- 2. Applicant's submittals.
 - a. Grading, Drainage, and Erosion Control Plan dated 2/24/97, and Driveway Profile Plan dated 2/19/97.
 - b. Bound application submittal dated 12/26/96 (not attached).
 - c. Revised narrative, aerial photo (Map 4) and Land Use Map 3, and letters dated; 2/24/97, 2/20/97, 2/26/97, and 3/4/97 (not attached).
- 3. Letter responses from A. Rochlin dated 3/6/97, and from D. Herman dated 3/7/97.
- 4. SEC Nuisance plants list.

In the matter of : SEC 3-97

Multnomah County Department of Environmental Services
Transportation and Land Use Planning Division

By : Chuck Beasley
Chuck Beasley, Planner

For: Kathy Busse, Planning Director

This decision was filed with the Director of the Department of Environmental Services on March 11, 1997.

NOTICE

State law requires a public notice (by mail) to nearby property owners and to any recognized Neighborhood Association of a Planning Director decision which applies discretionary or subjective standards or criteria to land use or development permit applications. The notice must describe the method to challenge the staff decision; and, if appealed, the County must hold a public hearing to consider the merits of the application. ORS 197.763, ORS 215.416(11).

The Administrative Decision(s) detailed above will become final unless an appeal is filed within the 10-day appeal period which starts the day after the notice is mailed. If the 10th day falls on Saturday, Sunday, or a legal holiday, the appeal period extends through the next full business-day. If an appeal is filed, a public hearing will be scheduled before a County Hearings Officer pursuant to Multnomah County Code section 11.15.8290 and in compliance with ORS 197.763. To file, complete an Appeal of Administrative Decision form, and submit to the County Planning Division Office, together with a \$100.00 fee and supplemental written materials (as needed) stating the specific grounds, approval criteria, or standards on which the appeal is based. To review the application file(s), obtain appeal forms, or other instruction, call the Multnomah County Planning Division at (503) 248-3043, or visit our offices at 2115 SE Morrison Street, Portland, Oregon, 97214 [hours: 8:30 a.m. – 4:30 p.m.; M–F].

The appeal period ends March 21, 1997 at 4:30 p.m.

#1

SPEAKER SIGN UP CARDS

DATE

8/7/97

NAME

Donna MATRAZZO

ADDRESS

19300 NW SAGE IS RD
PDX 97231

PHONE

621-3049

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC

SI Mult Channel Play
GIVE TO BOARD CLERK

#2

SPEAKER SIGN UP CARDS

DATE 8-7-97

NAME

Julie Cleveland

ADDRESS

27448 NW St Helens Rd #300

Scappoose OR 97056

PHONE

543 3206

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC Sauvie Is/Multichannel RAP

GIVE TO BOARD CLERK

GAVE HER time to Julie Cleveland

SPEAKER SIGN UP CARDS

DATE 8/7/99

NAME

Sherry Casselman

ADDRESS

P.O. Box 1106

Casselman's Wharf

PHONE

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC

GIVE TO BOARD CLERK

Please give ^{3 min} to Julie

#3

SPEAKER SIGN UP CARDS

DATE 8-7/97

NAME Bill Casselman

ADDRESS P.O. Box 1106

Scappoose Oregon

PHONE 543-5183

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC SAVIE Island Grading Plan

GIVE TO BOARD CLERK

Give to Julie Cleveland

#4 **SPEAKER SIGN UP CARDS**

DATE 8/7/97

NAME Ginger Curtis

ADDRESS 23548 N.W. St Helens Rd
PTUD ORE 97231

PHONE 1-503-543-7464

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC RURAL AREA PLAN

GIVE TO BOARD CLERK

Meeting Date: JUL 16 1997 AUG 07 1997
Agenda No: P-3 R-8
Est. Start Time: 6:00pm 10:37am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: First Reading of an Ordinance adopting the Sauvie Island/Multnomah Channel Rural Area Plan (C 6-95)

BOARD BRIEFING Date Requested:
Amt. of Time Needed:
Requested By:

REGULAR MEETING Date Requested: July 16, 1997
Amt. of Time Needed: 2 hours

DEPARTMENT: DES **DIVISION:** Transportation & Land Use Planning
CONTACT: Gordon Howard **TELEPHONE:** 248-3043
BLDG/ROOM: 412 / 1st Floor

PERSON(S) MAKING PRESENTATION: Gordon Howard

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

SUGGESTED AGENDA TITLE

First reading of an ordinance adopting the Sauvie Island/Multnomah Channel Rural Area Plan, which will refine the Multnomah County Comprehensive Framework Plan by providing a policy direction for land use issues in the Sauvie Island/Multnomah Channel Rural Area.

SIGNATURES REQUIRED

Elected Official: _____

or

Department Manager: _____

KB [Signature]

BOARD OF
COUNTY COMMISSIONERS
97 JUL - 8 PM 4:57
MULTNOMAH COUNTY
OREGON

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

To: Multnomah County Board of Commissioners

From: Division of Transportation and Land Use Planning

Today's Date: July 25, 1997

Requested

Placement Date: August 7, 1997

Subject: Second Reading on Adoption of the Sauvie Island/Multnomah Channel Rural Area Plan, a component of the Multnomah County Comprehensive Framework Plan

I. Recommendation / Action Requested:

Hold the public hearing, approve the second reading of the ordinance adopting Sauvie Island/Multnomah Channel Rural Area Plan, and schedule a subsequent reading of the ordinance for an appropriate date if the second reading amends the first reading ordinance adopted on July 16, 1997.

II. Background / Analysis:

See staff report for July 16, 1997 for background/analysis.

IV. Legal Issues:

The proposed Sauvie Island/Multnomah Channel Rural Area Plan has been submitted to the Oregon Department of Land Conservation and Development (DLCD) for a 45-day review period regarding compliance with the Goals of the Oregon Statewide Planning Program. The DLCD has submitted a letter of response with only a request for minor clarifications in the plan document.

County Counsel will have additional comments on the two controversial issues listed below at the hearing.

V. Controversial Issues:

The following two issues were raised at the July 16, 1997 hearing on the first reading of the ordinance adopting the Sauvie Island/Multnomah Channel Rural Area Plan.

LEGALIZATION OF MOORAGES AT EXISTING LEVELS

The Board of Commissioners received testimony regarding the recommendation of the Sauvie Island/Multnomah Channel Citizens' Advisory Committee to include the following policy in the rural area plan:

POLICY: MULTNOMAH COUNTY SHOULD ADOPT LANGUAGE AND POLICY WHICH GRANDFATHERS THOSE MOORAGES/MARINAS THAT EXISTED AS OF JANUARY 1, 1997 AND THAT HAD ALL OTHER APPLICABLE PERMITS FROM ALL AGENCIES EXCEPT MULTNOMAH COUNTY.

The practical result of this policy would be to legalize moorages which were in compliance with 1) their waterway lease with the Division of State Lands, 2) their Department of Environmental Quality (DEQ) permits for septic and water systems, 3) their Army Corps of Engineers wetland permits, and any other necessary permits from other agencies.

The Planning Commission rationale for not recommending adoption of this policy is two-fold:

1. Adoption of this policy would set a poor precedent for future compliance with Multnomah County's land use and zoning laws. Moorages which violate their existing permits, or violate County land use and zoning provisions, whether willfully or in ignorance, would have their violations excused. The result would be an increase of cynicism and contempt for land use and zoning laws which exist for the protection of the health, safety, and general welfare of Multnomah County's citizens.
2. The recommended Sauvie Island/Multnomah Channel Rural Area Plan contains a potential solution for zoning violations such as the Happy Rock moorage case. This solution involves the marina or moorage entering into a Special Plan Area process which would resolve all of the service issues associated with a proposed development which Multnomah County has not had the opportunity to properly review for their impacts, both positive and negative, upon Multnomah Channel and its surroundings.

The Board of Commissioners had questions regarding the timeline for implementation of the provisions of the Sauvie Island/Multnomah Channel Rural Area Plan and its relationship to a solution to the Happy Rock moorage problem. In order for Multnomah County and the moorage to resolve this issue, Multnomah County would need to take two actions: 1) Amend Policy 26 of the Comprehensive Framework Plan to include the Happy Rock moorage site, and 2) Process a Special Plan Area application for the Happy Rock moorage site. It is estimated that the combination of these two actions would take a minimum of six months. While the amendment of Policy 26 is explicitly spelled out as an action required by the Sauvie Island/Multnomah Channel Rural Area Plan and thus is not subject to serious controversy, the processing of the Special Plan Area application will require review of the moorage against the criteria set forth in Policy 15 of the Rural Area Plan and must result in a decision as to whether the site is truly suitable for a houseboat moorage instead of a boat marina as originally approved in the 1970's.

CELLULAR TOWERS ON SAUVIE ISLAND

The Board of Commissioners received testimony on July 16, 1997 at the first reading regarding cellular telephone tower facilities on Sauvie Island. Currently, Multnomah County is processing a Community Service (CS) application for a cellular telephone tower on the Grange Hall property adjacent to Sauvie Island school. Several of the speakers at the hearing opposed cellular towers on Sauvie Island, while one speaker supported the proposed tower.

In response, the Board of Commissioners directed staff to return at the second reading with an amendment to the plan which would declare a "moratorium" on new cellular towers on Sauvie Island until Multnomah County prepares a zoning ordinance revision to address this issue on a county-wide basis. The current zoning ordinance section on telecommunications tower facilities was written prior to the advent of cellular towers, and does not adequately address standards necessary to govern their placement and use.

In response, if the Board wishes to pursue this approach, staff would recommend adoption of the following policy:

DO NOT APPROVE ADDITIONAL CELLULAR TELEPHONE TOWER FACILITIES WITHIN THE SAUVIE ISLAND/MULTNOMAH CHANNEL RURAL AREA PLAN UNTIL MULTNOMAH COUNTY HAS ADOPTED REVISIONS TO ITS ZONING ORDINANCE TO SPECIFICALLY ADDRESS THESE FACILITIES

If the Board adopts this policy, then there is a necessary follow-up action: direct the Division of Transportation and Land Use Planning to return to the Board with a work program to prepare zoning ordinance amendments to address cellular telephone facilities. This policy would not affect processing of the Grange property cellular tower proposal, as this application was filed prior to adoption of any policy related to cellular towers.

VI. Link to Current County Policies:

The Sauvie Island/Multnomah Channel Rural Area Plan would be the third adopted as part of Multnomah County's rural area planning program, begun in 1993. The aim of this program is the adoption of rural area plans (considered "subsets" of the Multnomah County Comprehensive Framework Plan) for all of Multnomah County's rural communities. The Board of Commissioners adopted the West Hills Rural Area Plan in October, 1996 and the East of Sandy River Rural Area Plan in July 1997. Work has not yet begun on a West of Sandy River rural area plan.

VII. Citizen Participation:

Prior to beginning plan preparation, Multnomah County completed a process of scoping all major issues associated with land use in the Sauvie Island/Multnomah Channel rural area. This process included a public forum noticed to all property owners at which the attendees were asked for input on major issues they wished to be addressed. The result was a scoping report presented to the Planning Commission and Board of Commissioners in September, 1995.

In November 1995, the Multnomah County Chair appointed a Citizens' Advisory Committee to provide input on the preparation of the Sauvie Island/Multnomah Channel Rural Area Plan. This committee met monthly through January, 1997 and came forth with a set of recommended policies and principles to guide the plan. These policies and principles were presented to the public in March, 1997 at an open house at the Sauvie Island School.

Multnomah County mailed notice of the Planning Commission hearing on the Sauvie Island/Multnomah Channel Rural Area Plan in April, 1997 to all Sauvie Island/Multnomah Channel Rural Area property owners and also to all houseboat owners of record on the Multnomah County assessment rolls. Approximately 30 people attended the Planning Commission hearing. Notice of the public hearing held by the Board of Commissioners on July 16, 1997 was also been mailed to all property owners. Approximately 40 people attended the Board of Commissioners hearing.

VIII. Other Government Participation:

Multnomah County invited the participation of other local governmental agencies throughout the preparation of Sauvie Island/Multnomah Channel Rural Area Plan. We have received comments and input from the following state and local agencies:

Oregon Department of Land Conservation and Development
Oregon Department of Fish & Wildlife
Oregon Department of Transportation
Division of State Lands
Army Corps of Engineers
State Marine Board
METRO Parks and Greenspaces Division
Sauvie Island Rural Fire Protection District
Columbia County Commissioners and Sheriff
Sauvie Island Drainage District

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

To: Multnomah County Board of Commissioners

From: Division of Transportation and Land Use Planning

Today's Date: July 7, 1997

Requested

Placement Date: July 16, 1997

Subject: First Reading on Adoption of the Sauvie Island/Multnomah Channel Rural Area Plan, a component of the Multnomah County Comprehensive Framework Plan

I. Recommendation / Action Requested:

Hold the public hearing, consider the first reading the ordinance adopting Sauvie Island/Multnomah Channel Rural Area Plan, and schedule a subsequent reading of the ordinance for an appropriate date.

II. Background / Analysis:

Multnomah County began work on the Sauvie Island/Multnomah Channel Rural Area Plan in 1995 with an issues identification process. The result of this process was a Scoping Report, identifying major issues expressed by citizens at a public workshop meeting, other governmental agencies, and organized interest groups. In September, 1995, the Board of Commissioners heard and accepted the Scoping Report.

After adoption of the Scoping Report, which identified major issues to be addressed in the plan, the Multnomah County Chair appointed the Sauvie Island/Multnomah Channel Rural Area Plan Citizen's Advisory Committee, consisting of fifteen members plus one Planning Commission ex-officio member, to work with Planning Division staff on preparation of this document. The Committee held monthly meetings between January 1996 and January 1997 to review all elements included within this document. The Committee's role was to review and comment upon materials prepared by Planning Division staff, make policy recommendations to the Multnomah County Planning Commission and Board of Commissioners, and provide a forum for additional public involvement in the preparation of the Sauvie Island/Multnomah Channel Rural Area Plan. In March, 1997 Multnomah County hosted a public forum in order to present recommendations which came from the Citizen's Advisory Committee meetings.

On April 21, 1997, the Multnomah County Planning Commission held a public hearing on the draft plan, and received a large amount of written and oral testimony on different aspects of the document. On June 2, 1997, after two additional deliberative meetings, the Planning Commission approved a recommended draft for transmittal to the Board of Commissioners.

The Sauvie Island/Multnomah Channel Rural Area Plan is guided by and must conform to three documents of regional and statewide significance. First, the plan is a subset of the Multnomah County

Comprehensive Framework Plan, and must conform to that plan's findings and policies. Second, the plan must conform to the METRO 2040 Concept, which designates the Sauvie Island/Multnomah Channel area as a "rural reserve," not to be added to the Portland Metropolitan Area Urban Growth Boundary. Third, the plan must conform to the goals and rules of the Oregon Statewide Planning Program. This plan cannot conflict with any of these three plans without amendments to those plans.

The guiding principle of the Sauvie Island/Multnomah Channel Rural Area Plan is the maintenance of this area as rural in nature. The primary goal on Sauvie Island is to maintain and enhance the existing agricultural land use character, with a secondary goal of protecting the island's areas of natural environment and permitting recreational uses which do not significantly detract from the island's agricultural economy. The primary goal for Multnomah Channel and its shoreline is the maintenance of a balance of recreational use, waterfront residential use, and the natural environment.

Among the most important policy directions set forth in the plan are the following items:

1. Maintain the predominant Exclusive Farm Use zoning on Sauvie Island.
2. Request the State of Oregon review the existing farm income standards for Sauvie Island in order to mitigate against potentially adverse side effects.
3. Encourage farm stands and u-pick facilities on Sauvie Island, which combine agricultural and recreational interests.
4. Request the State Marine Board more actively enforce and educate boat users about safety and courtesy issues on Multnomah Channel.
5. Recognize existing legal non-conforming marinas and moorages on Multnomah Channel as legitimate, long-term uses.
6. Conduct and maintain an inventory of existing moorages and marinas.
7. Provide a new regulatory mechanism (the Special Plan Area zoning district) which will allow Multnomah County and each marina or moorage property to work together on a land and water use plan which will enhance Multnomah Channel.
8. Direct the Multnomah County Bicycle Advisory Committee to study and recommend solutions to the conflicts between recreational cyclists and other road users.
9. Study methods by which the Sauvie Island Rural Fire Protection District can be reimbursed for providing emergency services to island visitors.
10. Make flood protection the highest priority among sometimes conflicting planning goals on Sauvie Island.

III. Financial Impact:

Implementing the Sauvie Island/Multnomah Channel Rural Area Plan through amendments to the zoning and other County ordinances will require on-going long-range planning staff to complete the work and on-going current planning staff to apply the plan policies to land use permits. Of particular note is the commitment Multnomah County makes in this plan to initiate and process Special Plan Area amendments to the County zoning code on a no-fee basis.

IV. Legal Issues:

The proposed East of Sandy River Rural Area Plan has been submitted to the Oregon Department of Land Conservation and Development (DLCD) for a 45-day review period regarding compliance with

the Goals of the Oregon Statewide Planning Program. The DLCD has submitted a letter of response with only a request for minor clarifications in the plan document.

V. Controversial Issues:

The following is a discussion of issues staff expects to be controversial at the public hearing. Staff will be prepared to respond to any questions or comments regarding issues other than those discussed below at the public hearing.

MARINAS AND MOORAGES ON MULTNOMAH CHANNEL

The future of marinas and moorages on Multnomah Channel occupied a large amount of the Citizens' Advisory Committee's time. The Committee appointed a representative subcommittee to review the issue more fully. The subcommittee, and then the committee, recommended a system of "preferences" for marine related uses, with marine residential uses such as houseboats and live-aboard boats ranking ahead of marine recreational uses such as boathouses. The committee's rationale was that residents along the channel act as better "stewards" of the channel's natural resources than do transient recreational users. The committee also recommended a policy which would legalize all existing moorages and marinas in their current configuration if they had all necessary permits except land use approval from Multnomah County. The Committee believed that there had been a lack of zoning enforcement by Multnomah County on Multnomah Channel, and that to begin such enforcement now would result in serious dislocation of existing houseboat residents and boaters.

However, the Planning Commission modified the recommendations of the Citizens' Advisory Committee by eliminating the "preference" rankings and by accepting the staff recommendation not to legalize existing moorages and marinas in their current configurations. The Planning Commission substituted a process (already contained within the Multnomah County Zoning Ordinance) by which existing moorage and marina properties would be considered as individual "Special Plan Areas." Each Special Plan Area would be adopted by the Board of Commissioners, upon the recommendation of the Planning Commission, and would be publicly initiated by Multnomah County either 1) when an existing marina or moorage wished to make significant changes to their facilities, or 2) if an existing marina or moorage was found to be in violation of existing land use permits and approvals and the owner did not wish to comply with existing approvals. Instead of a preference ranking system, the Planning Commission substituted a detailed list of criteria by which each Special Plan Area marina or moorage would be judged. These criteria are similar to those used by the Citizens' Advisory Committee to develop their "preference" ranking system, except that the Planning Commission added discussion of cumulative impacts to Multnomah Channel into the criteria list.

The Planning Commission's recommendations would 1) recognize (through the Special Plan Area process) the unique nature of Multnomah Channel, which does not fit into standard zoning categories, 2) recognize that each individual marina or moorage site has unique characteristics differentiating it from the others (e.g. one site may be more suited for houseboats, another for a public boat dock, another for a boat marina, etc.), 3) allow existing marinas and moorages not in compliance with their permits an opportunity to work through a process to resolve issues of conflict, 4) provide protection for natural areas on Multnomah Channel by limiting marine-related development to existing developed sites and infill areas between existing sites, and 5) provide an exhaustive list of criteria by which to judge marine-related development proposals.

EXCLUSIVE FARM USE ZONING ON SAUVIE ISLAND

The Sauvie Island/Multnomah Channel Citizens' Advisory Committee expressed concern over what they considered the overly restrictive zoning provisions of the Exclusive Farm Use zoning district, mandated by the State of Oregon. The Committee approved a map showing approximately 500 acres of the island which they recommended be studied for consideration of an "exception" to Goal 3 (Agricultural Lands) of the Statewide Planning Program. This area included Wapato State Park, Bybee Howell Park, and approximately 250 acres of privately owned land in smaller parcels, all but one of which is less than 20 acres.

However, the Planning Commission did not adopt this recommendation of the Sauvie Island/Multnomah Channel Citizens' Advisory Committee, and removed the proposed policy from the draft plan. The Planning Commission's rationale was that consideration of additional exceptions to the Agricultural Goal would compromise continued agricultural land use on Sauvie Island, by bringing in more residents and allowing other potential uses conditionally (various commercial and civic uses). Allowing further non-agricultural uses would also have public safety impacts in terms of flood hazards if existing levees do not hold, and would exacerbate conflicts between residents and recreational visitors to the island.

A minority of planning commissioners recommended studying the two public parks currently zoned for Exclusive Farm Use on Sauvie Island for consideration of granting an "exception" to Goal 3 (Agricultural Lands) of the Statewide Planning Program. However, the majority recommended that, if either public park believes it is constrained by the Exclusive Farm Use zoning provisions, they should not be granted a status greater than private lands, but should file a plan amendment application, justify the need for the "exception," and pay all necessary processing fees.

VI. Link to Current County Policies:

The Sauvie Island/Multnomah Channel Rural Area Plan would be the third adopted as part of Multnomah County's rural area planning program, begun in 1993. The aim of this program is the adoption of rural area plans (considered "subsets" of the Multnomah County Comprehensive Framework Plan) for all of Multnomah County's rural communities. The Board of Commissioners adopted the West Hills Rural Area Plan in October, 1996, and the East of Sandy River Rural Area Plan is scheduled for final adoption on July 10, 1997. Work has not yet begun on a West of Sandy River rural area plan.

VII. Citizen Participation:

Prior to beginning plan preparation, Multnomah County completed a process of scoping all major issues associated with land use in the Sauvie Island/Multnomah Channel rural area. This process included a public forum noticed to all property owners at which the attendees were asked for input on major issues they wished to be addressed. The result was a scoping report presented to the Planning Commission and Board of Commissioners in September, 1995.

In November 1995, the Multnomah County Chair appointed a Citizens' Advisory Committee to provide input on the preparation of the Sauvie Island/Multnomah Channel Rural Area Plan. This committee met monthly through January, 1997 and came forth with a set of recommended policies and principles to

guide the plan. These policies and principles were presented to the public in March, 1997 at an open house at the Sauvie Island School.

Multnomah County mailed notice of the Planning Commission hearing on the Sauvie Island/Multnomah Channel Rural Area Plan in April, 1997 to all Sauvie Island/Multnomah Channel Rural Area property owners and also to all houseboat owners of record on the Multnomah County assessment rolls. Notice of this public hearing has also been mailed to all property owners.

VIII. Other Government Participation:

Multnomah County invited the participation of other local governmental agencies throughout the preparation of Sauvie Island/Multnomah Channel Rural Area Plan. We have received comments and input from the following state and local agencies:

Oregon Department of Land Conservation and Development
Oregon Department of Fish & Wildlife
Oregon Department of Transportation
Division of State Lands
Army Corps of Engineers
State Marine Board
METRO Parks and Greenspaces Division
Sauvie Island Rural Fire Protection District
Columbia County Commissioners and Sheriff
Sauvie Island Drainage District

ORDINANCE FACT SHEET

Ordinance Title:

An Ordinance adopting the Sauvie Island/Multnomah Channel Rural Area Plan, a portion of the Multnomah County Comprehensive Framework Plan.

Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:

The ordinance will result in the adoption of the Sauvie Island/Multnomah Channel Rural Area Plan, which will refine the Multnomah County Comprehensive Framework Plan by providing a policy direction for land use issues in the Sauvie Island/Multnomah Channel Rural Area.

The Sauvie Island/Multnomah Channel Rural Area includes those portions of Sauvie Island and the Multnomah Channel within Multnomah County. The Plan Area is bounded by U.S. Highway 30 on the west, Columbia County on the north, the Columbia River on the east, and the Willamette River and the city of Portland on the south. The rural area encompasses approximately 15,400 acres of land and several thousand additional acres of water. A population of about 1,300 is housed in approximately 650 dwelling units, 200 of which are houseboats or sailboats used as permanent residences.

What other local jurisdictions have enacted similar legislation?

All local jurisdictions have adopted Comprehensive Plans which are subject to "acknowledgment" by the Oregon Land Conservation and Development Commission. While many local jurisdictions have more specific community or area plans, to date only urban communities have prepared such plans. Multnomah County is one of the first jurisdictions to prepare a "community" plan for rural areas. The Sauvie Island/Multnomah Channel Rural Area Plan is the third of these efforts. Other rural areas in Multnomah County are East of Sandy River, West Hills, and West of Sandy River.

What is the fiscal impact, if any?

Implementing the Sauvie Island/Multnomah Channel Rural Area Plan through amendments to the zoning and other County ordinances will require planning staff to apply the plan policies and complete additional planning work.

SIGNATURES

Person filling out form: Arden H. Harand

Planning and Budget (if fiscal impact): _____

Department Manager/Elected Official: KB Larry E. Nicholas

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 FOR MULTNOMAH COUNTY, OREGON
3 ORDINANCE NO. _____
4
5

6 An Ordinance adopting the Sauvie Island/Multnomah Channel
7 Rural Area Plan, a portion of the Multnomah County Comprehensive
8 Framework Plan.
9

10 Multnomah County Ordains as follows:
11
12

13 Section I. Findings
14

15 (A) In October, 1995, the Multnomah County Board of Commissioners
16 accepted the Sauvie Island/Multnomah Channel Rural Area Plan Scoping
17 Report, prepared in July 1995 by Cogan Owens Cogan, which listed
18 issues Multnomah County would address in the Sauvie Island/Multnomah
19 Channel Rural Area Plan.
20
21

22 (B) The Chair of the Multnomah County Board of Commissioners
23 subsequently appointed a Citizens' Advisory Committee of sixteen
24 members to conduct public meetings and assist in the preparation of the
25 Sauvie Island/Multnomah Channel Rural Area Plan.
26
27

28 (C) The Citizens' Advisory Committee held monthly meetings from
29 January, 1996 through January, 1997, and formulated draft policies and

1 principles to be included within the Sauvie Island/Multnomah Channel
2 Rural Area Plan.

3

4

5 (D) These draft principles and policies were presented at a public open
6 house in March, 1997 within the Sauvie Island/Multnomah Channel Rural
7 Community.

8

9 (E) The Multnomah County Planning Commission held a public hearing
10 on the draft Sauvie Island/Multnomah Channel Rural Area Plan on April
11 21, 1997. On June 2, 1997, the Planning Commission completed
12 revisions to the Sauvie Island/Multnomah Channel Rural Area Plan
13 document and recommended its adoption by the Multnomah County
14 Board of Commissioners.

15
16

17

18 (F) On May 20, 1997, the draft Sauvie Island/Multnomah Channel Rural
19 Area Plan was sent to the Oregon Department of Land Conservation and
20 Development for a 45-day review period.

21

22 (G) On July 3, 1997, the Multnomah County Division of Transportation
23 and Land Use Planning mailed notice of a public hearing on the Sauvie
24 Island/Multnomah Channel Rural Area Plan to all property owners and
25 other interested parties.

26
27

28 (H) On July 16, 1997, the Multnomah County Board of Commissioners
29 conducted a public hearing on the first reading of Sauvie

1 Island/Multnomah Channel Rural Area Plan.

2

3 (I) On August 7, 1997 the Multnomah County Board of Commissioners
4 considered the second reading of the Sauvie Island/Multnomah Channel
5 Rural Area Plan.
6

7

8 Section II. Amendment of Comprehensive Framework Plan

9

10 The Multnomah County Comprehensive Framework Plan is hereby
11 amended to include the Sauvie Island/Multnomah Channel Rural Area
12 Plan, attached hereto as Exhibit "A":
13

14

15 ADOPTED this 7th day of August, 1997, being the date of its
16 second reading before the Board of County Commissioners of
17 Multnomah County.
18

19

20

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

21

22

23

Beverly Stein, Chair

24

REVIEWED:

25

26 THOMAS SPONSLER, COUNTY COUNSEL
27 FOR MULTNOMAH COUNTY, OREGON

28

By Sandra N. Duffy
Sandra N. Duffy, Chief Assistant Counsel

29



DIVISION OF TRANSPORTATION & LAND USE PLANNING

SAUVIE ISLAND/MULTNOMAH CHANNEL RURAL AREA PLAN

PLANNING COMMISSION RECOMMENDATION

June 2, 1997

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INTRODUCTION

This document contains the Rural Area Plan for the Sauvie Island/Multnomah Channel Rural Area. It is part of the overall Multnomah County Comprehensive Framework Plan, and when adopted by the Board of County Commissioners, will constitute an official element of the plan.

This plan is a guide to decision making with regard to land use, capital improvements, and physical development (or lack thereof) of the community. It will be used by the County, other governmental agencies, developers and residents of the area.

This plan represents a commitment on the part of Multnomah County to see that the plan elements are carried out and implemented to the best of the County's financial and enforcement capabilities. It also represents a commitment on the part of the Sauvie Island/Multnomah Channel Rural Area community to support the accomplishment of the identified policies contained within this plan.

The elements of this plan reflect future trends and policies for the Sauvie Island/Multnomah Channel Rural Area during the next 15 to 20 years. The plan can be changed only if it goes through the process of an official plan amendment.

The Rural Area Planning Program was initiated in 1993 by Multnomah County. With the annexation of urban unincorporated communities and the increasing land use issues faced in the rural areas of Multnomah County, the Board of Commissioners directed the creation of five rural area plans in order to address land use issues faced by these areas. The first rural area plan to be completed was the West Hills Rural Area Plan. The second rural area plan for the area East of Sandy River will soon be completed as well.

This plan is the third of the rural area plans to be completed. Work began on the Plan in April, 1995 with the initiation of a scoping process. This process included interviews with other governmental agencies, solicitation of written comment, and a public forum held at the Sauvie Island School in order to gain input on major issues facing the community. A Scoping Report summarizing this material was presented to the Multnomah County Planning Commission and Board of Commissioners in August, 1995.

After adoption of the Scoping Report, which identified major issues to be addressed in the plan, the Multnomah County Chair appointed the Sauvie Island/Multnomah Channel Rural Area Plan Citizen's Advisory Committee, consisting of fifteen members plus one Planning Commission ex-officio member, to work with Planning Division staff on preparation of this document. The Committee held monthly meetings between January 1996 and January 1997 to review all elements included within this document. The Committee's role was to review and comment upon materials prepared by Planning Division staff, make policy recommendations to the Multnomah County Planning Commission and Board of Commissioners, and provide a forum for additional public involvement in the preparation of the Sauvie Island/Multnomah Channel Rural Area Plan. In March 1997 Multnomah County hosted a public forum in order to present recommendations which came from the Citizen's Advisory Committee meetings, attended by over 100 people.

COLUMBIA
COUNTY

LUCY REEDER RD.

OAK ISLAND RD.

REEDER RD.

COLUMBIA RIVER

HIGHWAY 30

MULTNOMAH CHANNEL

CORNELIUS PASS RD.

SAUVIE ISLAND RD.

GILLIHAN LOOP RD.

WILLAMETTE RIVER



PLAN
BOUNDARY

SAUVIE ISLAND/
MULTNOMAH CHANNEL
RURAL AREA

This document is organized by subject, with relevant policies and strategies grouped with a discussion of the subject. Almost every policy is followed by a strategy which indicates how Multnomah County will implement the relevant policy. Maps are also interspersed throughout the document, and are noted in the Table of Contents.

OVERVIEW

The Sauvie Island/Multnomah Channel Rural Area includes those portions of Sauvie Island and the Multnomah Channel within Multnomah County. The Plan Area is bounded by U.S. Highway 30 on the west, Columbia County on the north, the Columbia River on the east, and the Willamette River and the city of Portland on the south. The area is dominated by agricultural uses and a wildlife refuge, with various water-related uses on and along Multnomah Channel, ranging from protected wetlands to marinas.

The rural area encompasses approximately 15,400 acres of land and several thousand additional acres of water. Approximately 11,800 of these acres are designated in the Comprehensive Framework Plan as Exclusive Farm Use, with the remainder designated as Multiple Use Agriculture. A population of about 1,300 is housed in approximately 650 dwelling units, 200 of which are houseboats or sailboats used as permanent residences.

The Plan Area lies to the north and west of the Portland Metropolitan Area's Urban Growth Boundary, with a direct common boundary only along the west side of Multnomah Channel where it bounds the City of Portland. Sauvie Island and Multnomah Channel provide a mixture of agricultural uses (due to the fine soils on the island protected by the levees of the Sauvie Island Drainage District), recreational uses (due to proximity to the Portland Metropolitan Area), and natural protected areas (primarily wetlands and water areas) which provide excellent wildlife habitat. This combination is unique to both Oregon and the entire nation. The island and channel area have been protected from creeping urbanization and unwanted regional urban-serving facilities by the vigilance of its residents and recreational users and the Oregon State and Multnomah County land use laws.

SAUVIE ISLAND LAND USE

EXCLUSIVE FARM USE ZONING DISTRICT

The Exclusive Farm Use Zoning District protects farm lands in Multnomah County, pursuant to Statewide Planning Program Goal 3 related to Farm Lands. This zoning district is applied to lands with primarily Class I-IV soils (US Dept. of Agriculture ratings which indicate that the soil is suitable for agricultural purposes). The Exclusive Farm Use district applies to lands capable of commercial agricultural production, though not necessarily currently farmed.

In 1993, the Legislature enacted changes to the Exclusive Farm Use district, which were subsequently codified in 1994 by the Oregon Land Conservation and Development Commission into Oregon Administrative Rules. These changes included a new provision for "high value farmlands," consisting of lands with Class I and II soils (the highest rated) and certain Class III



**COLUMBIA
COUNTY**

Sturgeon
Lake

COLUMBIA RIVER

Reeder Rd.

Lucy Reeder Rd.

Salvie Island Rd.

Oak Island Rd. 1

Highway 30






MULTNOMAH CHANNEL

Gillihan Loop Rd.

WILLAMETTE RIVER

**SAUVIE ISLAND/
MULTNOMAH CHANNEL
RURAL AREA PLAN**

SAUVIE ISLAND ZONING DISTRICTS

-  PROPERTY LINES
-  ROADS
-  WATER AREAS
-  MULTIPLE USE AGRICULTURE
ZONED AREAS
-  EXCLUSIVE FARM USE
ZONED AREAS

and IV soils in the Willamette River Valley. Within such high value farmlands, the new rules require a minimum farm income requirement of \$80,000 per year in order to justify a new dwelling. Additionally, provisions for exceptions which would allow some dwellings in Exclusive Farm Use areas do not apply to "high value farmlands."

The \$80,000 gross income requirement is intended to ensure that new farm dwellings on high-value farmlands are occupied by full-time farmers, not part-time or "hobby" farmers. This policy direction from the State of Oregon is, in many minds, not appropriate for Sauvie Island. Sauvie Island has many large farm parcels which could be divided into smaller farm parcels where the \$80,000 gross income requirement could be met by the production of high value, high impact crops such as berries. Given the fact that Sauvie Island is within commuting distance to the Portland Metropolitan Area, there is a high market demand for rural residences which could be met by the creation of smaller parcels growing high value, high impact crops. The result would be a loss of the current diverse character of Sauvie Island agriculture, to be replaced by a more mono-cultural agricultural character which has more environmental impacts

All of the Exclusive Farm Use-zoned areas on Sauvie Island are classified as "high value farmlands." The areas zoned Exclusive Farm Use consist of, according to the 1977 Soil Survey of Multnomah County prepared by the United States Department of Agriculture Soil Conservation Service, five different soil types. These are 1) Burlington Fine Sandy Loam, 2) Sauvie Silt Loam, 3) Sauvie Silt Clay Loam, 4) Moag Silty Clay Loam, and 5) Rafton Silt Loam. The first three of these soil types are rated as Class II for agricultural production, while the last two are rated as Class III. The Oregon Administrative Rules state that "the soil ... designation of a specific lot or parcel may be changed if the property owner submits a statement of agreement from the Soil Conservation Service that the soil class, soil rating or other soil designation should be adjusted based on new information." Additionally, the rules state that a long-time property owner (since 1993) may request that the State Department of Agriculture determine that a lot or parcel designated as high value farmland, "cannot practicably be managed for farm use, by itself or in conjunction with other land, due to extraordinary circumstances inherent in the land or its physical setting that do not apply generally to other land in the vicinity" and thus should be allowed a single-family dwelling. One problem with the data from the 1977 Soil Survey is that it apparently does not take into account a diversity of soil types caused by the stripping of soil for levee construction or placement of dredge material from flood control activities. Additionally, some "high value" soils are poorly drained and thus not as suitable for agriculture.

Therefore, Multnomah County's ability to allow additional non-farm uses in Sauvie Island's Exclusive Farm Use designated areas is extremely limited by state law. There are currently 12,300 acres on Sauvie Island zoned Exclusive Farm Use, with approximately 119 existing dwellings. The number of potential new dwellings is impossible to quantify, given the complicated nature of the state law, but is certainly extremely limited in number.

The only alternative to the Exclusive Farm Use designation allowed by Oregon Planning law is called an "exception" to Goal 3 (Agricultural Lands) of the Oregon Statewide Planning Program. In order to qualify as an area which should be excepted from the Exclusive Farm Use classification (and thus rezoned to Multiple Use Agriculture, or Rural Residential), one of two findings must be made:

1. The land subject to the exception is physically developed to the extent that it is no longer available for exclusive farm use, or
2. The land subject to the exception is irrevocably committed to non-farm uses because existing adjacent uses and other relevant factors make uses allowed by the applicable goal impracticable

(A third type of "exception" for a specific land use does not apply in this situation).

The Oregon Land Conservation and Development Commission (LCDC) has adopted administrative rules which further clarify the "exceptions" process. The practical result of these rules are that it is very difficult to justify an exception to the Exclusive Farm Use designation. Any proposal from Multnomah County would be closely scrutinized by the LCDC, with potential for reversal. Multnomah County has a process for considering exceptions to Goal 3 (Agricultural Lands) of the Statewide Planning Process through a quasi-judicial plan amendment procedure outlined in the Multnomah County code.

Currently there is some flux in state law regarding exclusive farm use lands. Recent court decisions have called into question the LCDC's interpretation of 1993 changes in state law passed by the Oregon legislature. These legal questions are beyond the purview of this plan.

It should be noted that full protection of Sauvie Island agricultural lands will impact discussion not only of land use issues, but also of recreation and transportation issues, since increased use of the island by visitors has impacts on agricultural practices. One way of combining agriculture and recreation on the island occurs with the farm stands and U-pick farms on the island, which draw numerous visitors.

MULTIPLE USE AGRICULTURE

The Multiple Use Agriculture (MUA) zoning district applies to lands for which an "exception" to Goal 3 (Farm Land) of the Oregon Statewide Planning Program has been justified. It applies to agricultural lands not suited to full-time commercial farming because of other factors and is intended to conserve these lands for part-time agricultural practices and other compatible rural development. It is applied to approximately 3,600 acres in the plan area, 2,400 acres of which are on Sauvie Island. This acreage includes the Sauvie Island Wildlife Refuge (excluding the water area of Sturgeon Lake) as well as lands on Sauvie Island which are divided into smaller lots and mostly developed with existing homes.

MUA Zoned Area	Acreage	Existing Dwellings	Potential Additional Dwellings
Sauvie Island Wildlife Refuge	1,700	28	10
Gillihan Road, North	75	12	6
Gillihan Road, Middle	65	7	3

Gillihan Road, South	270	28	11
Lucy Reeder Road	75	12	5
Sauvie Island Road - Reeder Road -Charlton Road	220	57*	13
West Side, Multnomah Channel	1,200	7*	21
Total	3,605	151	69

* Not including floating residences

These lands have approximately 151 existing dwellings. While the minimum lot size for new subdivisions in this zoning district is 20 acres, most lots in this area are already less than 20 acres in size (and most are less than ten acres in size. No additional subdivisions are possible in Multiple Use Agriculture-zoned areas. While lots along the west side of Multnomah Channel are theoretically subdividable into 20 acre homesites, the existence of wetlands and floodplain areas on these lands would make such subdivisions very difficult to meet all necessary development standards. All of the potential additional dwellings lie on existing legal parcels of less than 20 acres in size.

RURAL CENTER

One three acre parcel immediately north of the Sauvie Island Bridge is zoned as Rural Center. It contains an existing store. Any change of commercial use would require a conditional use permit under the rules of the Rural Center zoning district. The area in the vicinity of the Sauvie Island School serves as a community and cultural center for Sauvie Island.

Sauvie Island Land Use Policies

POLICY 1: Support measures which will ensure that Sauvie Island maintains and enhances its agricultural diversity on Exclusive Farm Use lands.

STRATEGY: Multnomah County shall use this policy as a guideline in reviewing proposed changes in Exclusive Farm Use statutes and administrative rules, and will review the appropriateness of the \$80,000 gross income level as a threshold for farm dwellings if state law allows consideration of different income standards.

POLICY 2: Multnomah County shall promote the appropriate establishment of farm stands and u-pick facilities which will support the agricultural economy of Sauvie Island.

STRATEGY: Multnomah County shall implement this policy through review of the Multnomah County Zoning Ordinance Exclusive Farm Use and Multiple Use Agriculture zoning districts.

POLICY 3: Include deed restrictions protecting surrounding agricultural practices as a requirement for dwelling approval in the Multiple Use Agriculture zoning district.

STRATEGY: Multnomah County shall implement this policy through amendments to the Multnomah County Zoning Ordinance Multiple Use Agriculture zoning district.

POLICY 4: Encourage property owners to protect their lands as wildlife habitat through the use of tax deferral programs, and allow switching of tax deferral status from agriculture to open space-wildlife habitat without penalty.

STRATEGY: Multnomah County shall forward this policy as an informational item to the Oregon State Legislature and the Association of Oregon Counties.

MULTNOMAH CHANNEL LAND AND WATER USE

Background

Metro Regional Framework Plan

The Multnomah Channel area is outside of the Portland Metropolitan Area's Urban Growth Boundary. This boundary is set by Metro, the regional government for the Portland Metropolitan Area. Since this area is outside of the Urban Growth Boundary, it is supposed to remain rural in nature.

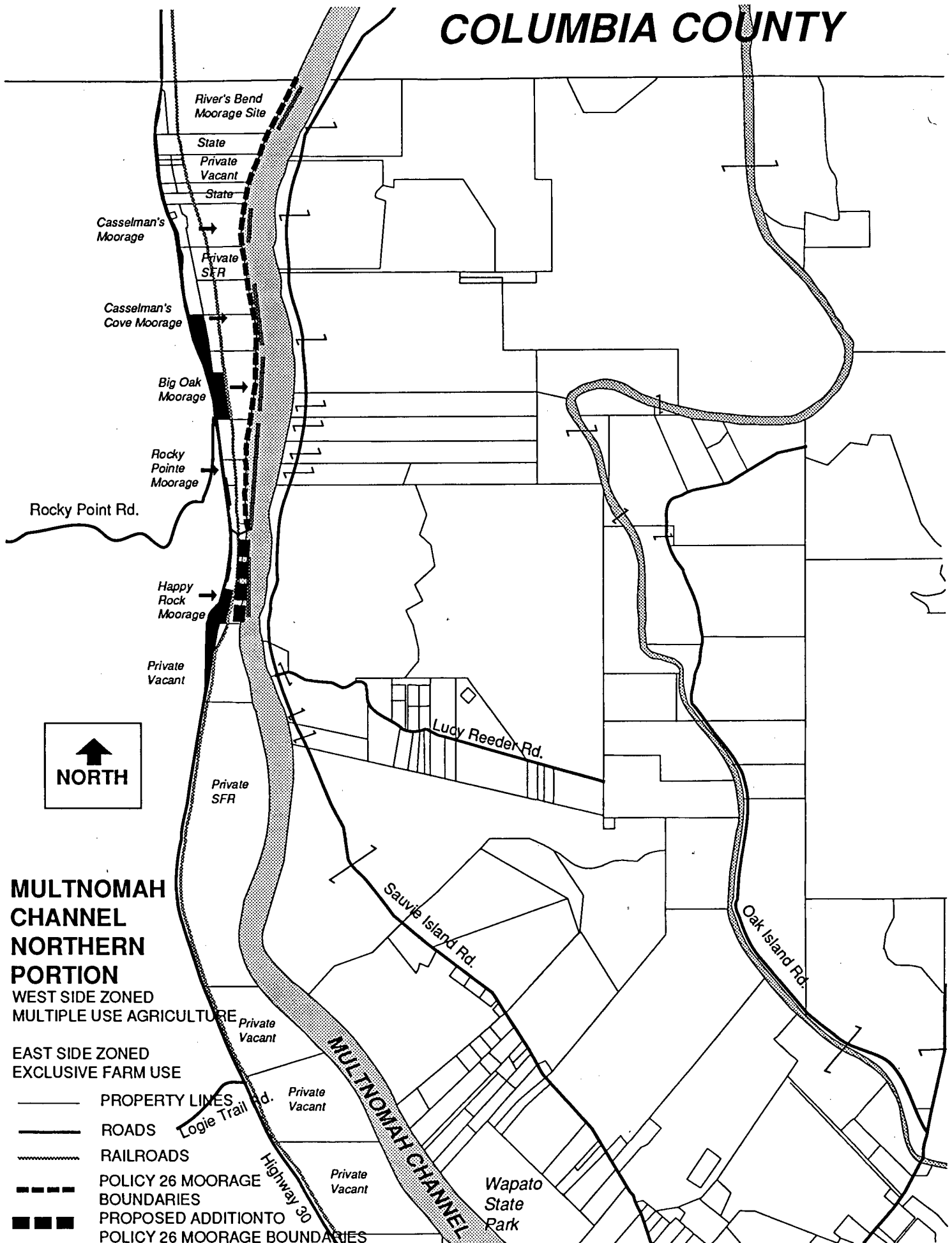
Metro is in the process of preparing a 50-year plan for the Portland area, entitled the 2040 Plan. As part of this 2040 plan, Metro has adopted a Greenspaces Plan. This plan would preserve significant natural areas in and around the Portland Metropolitan area, and develop a regional trail system among and between them. Land along Multnomah Channel is designated as a significant natural area, and purchase of additional open space lands in the vicinity of the existing Burlington Bottoms property owned by the Bonneville Power Administration is identified on the adopted map as a specific project which would implement the Greenspaces Plan. The adopted map also shows a future regional trail along Multnomah Channel from the Portland City Limits north to Burlington Bottoms, then turning westward to head up the Tualatin Hills along the Burlington Northern Cornelius Pass railroad alignment. In 1995, Metro received approval from Portland area voters for a bond issue to purchase and develop significant greenspaces and regional trails.

Multnomah County Comprehensive Plan Policies Affecting Multnomah Channel

POLICY 15 Willamette River Greenway

The Comprehensive Framework Plan states that Multnomah County is to protect the natural scenic, historical, agricultural, economic, and recreational qualities of lands along the Willamette

COLUMBIA COUNTY



River. It is also the County's policy to require special procedures for review of certain types of development allowed in the underlying base zone in order to ensure the minimum impact on the values identified within the various areas.

POLICY 26 Houseboats

The Comprehensive Framework Plan states that Multnomah County's policy on houseboats is to assist in providing a broad range of housing options that conforms with:

Other County policies concerning off-site effects, air, water and noise quality, the Willamette River Greenway, natural resources, housing choice, housing location, capital improvements, traffic ways, transportation system development, utilities and facilities.

Any other applicable federal, state or local policies that regulate waterway area development.

Location criteria regarding the mean low water line, protection from siltation problems, protection from wind, wave action, icy conditions and other hazards, adequate land area to accommodate related facilities, ensuring proper maintenance of dikes, preservation of upland recreational, ecological or wildlife habitat values and exclusion from Exclusive Farm Use zoned uplands.

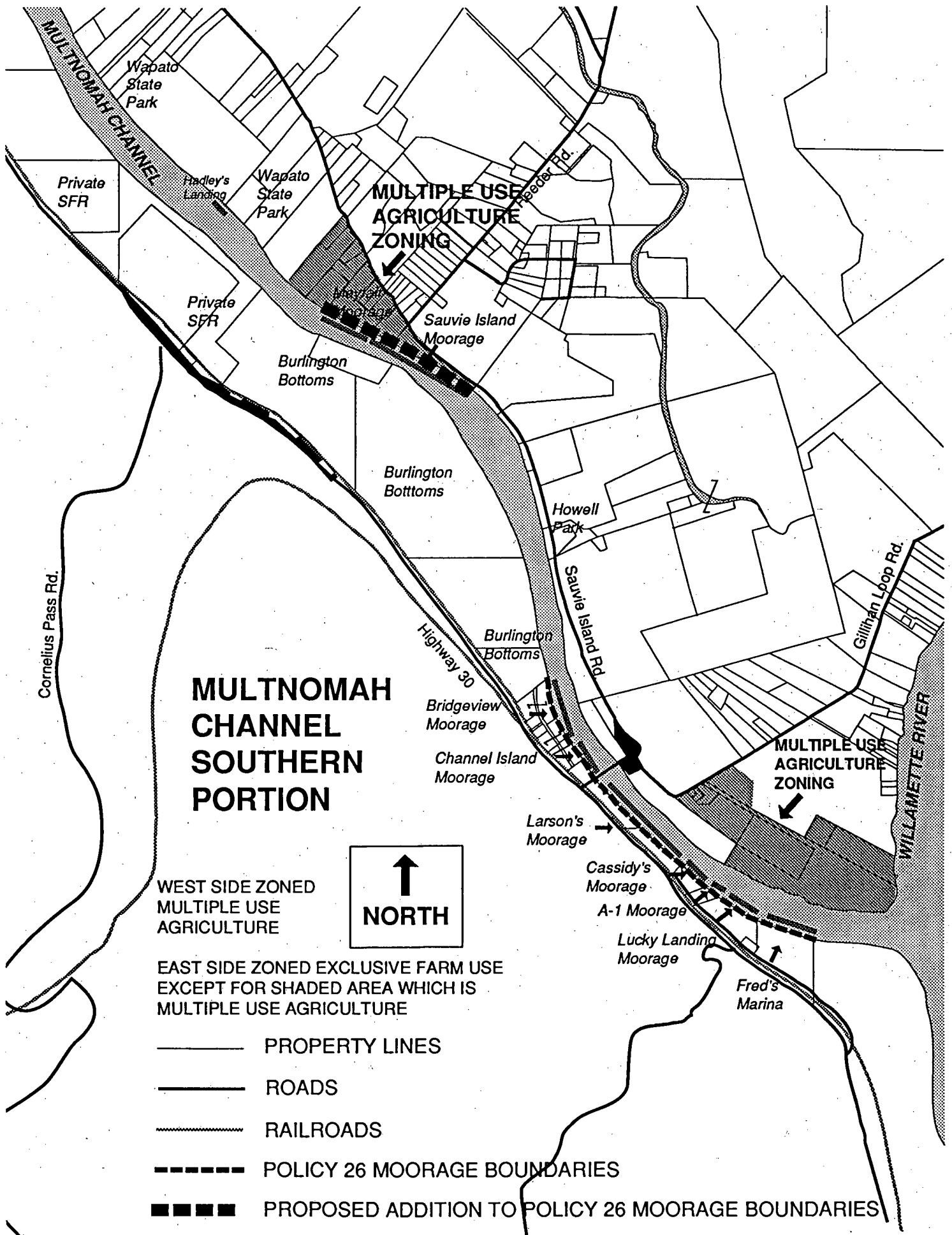
The current area included in Policy 26 of the Multnomah County Comprehensive Plan includes all of the existing moorages except for the Happy Rock site, the Mayfair Moorage, and the Sauvie Island Moorage. It should be noted that Policy 26 currently speaks to houseboats, not marinas which serve transient boaters.

Zoning Code Considerations

Multiple Use Agriculture

The entire west (mainland) side of Multnomah Channel is zoned Multiple Use Agriculture or MUA-20. Also, lands on Sauvie Island on which the two Sauvie Island moorages lie are also zoned MUA-20. Houseboats and houseboat Moorages are listed as a Conditional Use in the Multiple Use Agriculture zoning district. Boat moorages, marinas, and boathouse moorages are considered as Community Service uses which also require a Conditional Use permit in the MUA-20 zoning district. Transient water uses, such as boating, are not regulated by the Multnomah County Zoning Ordinance.

In addition to the Conditional Use criteria of the Zoning Code, all proposed individual houseboats and houseboat moorages undergoing a conditional use permit must meet certain code criteria set forth in Section 11.15.7500 of the Zoning Ordinance. Currently the Waterfront Uses section defines Houseboats to mean "any floating structure designed as a dwelling for occupancy by one family and having only one cooking facility." This definition does not have flexibility to consider other types of living quarters and recreational boats such as boathouses, live-aboard boats, and combos. There is also an issue of consistency in definitions between County



Departments, Federal Agencies, Stage Agencies and Moorages themselves.

The Waterfront Use Zoning Criteria also determines the density allowed in houseboat moorages, which is currently not to exceed one houseboat for each 50 feet of waterfront frontage. There are also provisions for a reduction of the density below the maximum allowed if it can be demonstrated that the maximum density would place an undue burden on public services or would endanger an ecologically fragile natural resource or scenic area.

Boat moorages, marinas, and boathouse moorages are defined by the Zoning Ordinance as Community Service uses, and require approval of a conditional use permit. (Moorages for a single boat do not meet this definition and do not require a conditional use permit.) In order to approve a Community Service use, the approval authority must find that the proposed use is consistent with the character of the area, will not adversely affect natural resources, will not conflict with nearby farm or forest uses, will not require new public services, and will not create hazardous conditions.

Exclusive Farm Use

The remainder of the east (island) side of Multnomah Channel is zoned Exclusive Farm Use, or EFU. The EFU zoning district does not allow any houseboat moorages, marinas, or new private boat docks, as mandated by state law.

Willamette River Greenway

Another zoning section criteria that affects development along the Willamette River is the Willamette River Greenway overlay zoning designation, which is designed to protect, conserve, enhance, and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of the lands along the Willamette. The criteria is designed to review proposed developments and make findings to maintain the maximum possible landscaped areas and open space, to provide reasonable public access, to direct developments away from the river, to preserve agricultural lands, to consider recreational needs, protect significant fish and wildlife habitats and natural and scenic areas and viewpoints and vistas, to maintain public safety and protection of public and private property, to enhance natural vegetation, to consider natural functions of flood plains and water areas, to protect significant wetlands, ecological, scientific, historical or archaeological areas and to minimize erosion potential. The ordinance also takes into account air and water quality and land resources.

It should be noted that maintenance and repair of existing flood control facilities is exempt from the Willamette River Greenway permit requirements.

Multnomah Channel Land and Water Use Policies

POLICY 5: Assist METRO in development of a regional hiking, equestrian, and bicycle trail along Multnomah Channel south of Burlington Bottoms connecting to the Cornelius Pass rails-to-trails potential conversion, which runs in upland areas in the vicinity of

Highway 30 and the existing Burlington Northern Railroad, and minimizes impacts to existing waterfront uses.

STRATEGY: Multnomah County shall forward this policy to Metro, and shall review and consider permit issuance for any proposed trail use by Metro.

POLICY 6: The County should participate in educational information and programs to better educate channel users on safety issues and required laws including no wake and buffer zones.

Discussion: The lack of education regarding the laws, most importantly speed limits and water pollution, must be addressed by Multnomah County. The County should consider such things as signage, informational handouts at central locations as well as partnerships with such agencies as the State Marine Board.

STRATEGY: Multnomah County shall forward this issue on as a recommendation to the State Marine Board.

POLICY 7: The County should recommend to the State Marine Board that all boaters be required to obtain licenses through the state prior to operating motorized marine craft over 25 horsepower including personal watercraft.

Discussion: Boat operators are not required at this time to meet any guidelines or qualifications prior to operating watercraft. Multnomah County should value the importance of safe conditions in the channel and work through the Marine Board in establishing minimum criteria for boat operators. The amount of horsepower was chosen to include personal water craft and exclude canoes and very small boats.

STRATEGY: Multnomah County should forward this issue on as a recommendation to the State Marine Board.

**POLICY 8: (a) Multnomah County should make river patrol and enforcement of laws a higher priority to the Sheriff's Department.
(b) Multnomah County should make enforcement of zoning laws in the channel a higher priority to the Transportation and Land Use Planning Department.**

Discussion: The lack of Sheriff's presence in the channel presents a problem with regard to law enforcement. The County should prioritize enforcing the existing laws in place in the channel and maintain a presence to enforce the laws. The County should also consider prioritizing zoning enforcement.

STRATEGY: Multnomah County shall consider these issues when allocating funding and budgeting proposals and integrate a performance program within the framework of a strategic plan to successfully carry out this policy.

POLICY 9: Multnomah County should begin studying the noise impacts of-motorized watercraft in order to establish base levels of noise pollution in the channel.

Discussion: With the increase in noise associated with personal watercraft, the residents of the channel and island would like the County to start documenting base noise levels in the event of increases due to increased channel traffic. With increased volume and traffic on the channel, an inventory of average noise levels is needed to gather information for future studies because channel and island residents are currently concerned with existing noise levels.

STRATEGY: Multnomah County should forward this issue on as a recommendation to the State Marine Board.

POLICY 10: Multnomah County Comprehensive Framework Plan Policy 26 should be amended and rewritten so that moorages and marinas will only be permitted in:

1. The area where houseboats are currently permitted by Policy 26, and;
2. The existing Happy Rock, Sauvie Island, Parker, and Mayfair moorage sites.

Discussion: Policy 26 currently does not include the developed marina or moorage sites listed above, allowing them to continue as existing non-conforming uses with no ability to expand or reconfigure their sites. These uses are long-term substantial facilities which are an integral part of the Multnomah Channel environment. They should be allowed the same opportunities for change in land and water use afforded to the marinas and moorages which currently fall within the boundaries of Policy 26. This action, along with the inclusion of marinas into the Policy 26 framework, will convert Policy 26 into a statement of where marine related development is allowed on Multnomah Channel, vs. marine conservation areas outside of the Policy 26 boundaries.

STRATEGY: Multnomah County shall implement this policy with an amendment to the Comprehensive Plan.

POLICY 11: The County should develop and maintain a current inventory of all marinas and moorages.

Discussion: Multnomah County needs an accurate account of all floating structures on the channel in order to accurately administer and enforce zoning laws.

STRATEGY: In order to accomplish this, the budget should reflect an increase in funding and allocation of resources.

POLICY 12: The County zoning code should be consistent with the County assessor and the state regarding the definitions of houseboats, boathouses and combos. For purposes of density calculations, "houseboats" shall be defined as 1) any houseboat, and 2) any boathouse or combo which is used as a residence (occupied 7 or more days per month).

Discussion: There has been a problem with regards to the numbers of units allowed and permitted under existing approvals depending on the definition of dwelling the County uses. There have also been recent revisions to the assessor's definitions that may be even more of a problem. The County Zoning Code decides whether a structure is a dwelling based on information regarding kitchen and restroom facilities. The County assessor makes the determination based on different information, as does the State of Oregon. The issue becomes a problem when the County Staff uses the assessor's information to determine the number of dwellings existing within a moorage/marina and consistency becomes an issue of real importance to the moorage owners.

STRATEGY: Multnomah County shall amend the Zoning Ordinance to include this definition.

POLICY 13: Multnomah County should adopt procedures requiring each existing moorage/marina to become a 'special plan area' under MCC 11.15.6600 at the initiation of the County to determine uses and densities allowed for each moorage on the channel. The special plan area designation would be required at the time of citation for a zoning violation from Multnomah County, or when the property owner requests an expansion or alteration, or for any new marina/moorage developments.

Discussion: Each moorage/marina shall be allowed to enter into a special plan area (an existing part of the Multnomah County Zoning Code, which needs some minor amendments to fit the Multnomah Channel situation) procedure with Multnomah County to adopt essentially a master plan or comprehensive plan for each moorage/marina. As an attempt to take all issues into consideration, special plans can determine by looking at each existing or proposed moorage/marina on a case by case basis regarding the density, service levels and legal status of the property. At the County's initiation (no application fees), each individual marina/moorage could receive a special plan area designation which would be an overlay designation for each moorage and marina on the channel.

STRATEGY: Multnomah County shall implement this policy by amending the Special Plan Area code of the Zoning Ordinance and by requiring any moorage or marina which is determined to be in violation of the zoning code or which proposes changes to an existing moorage to go through the Special Plan Area process.

POLICY 14: The overall density for each existing moorage/marina shall not exceed the existing levels as measured by factors such as area and length of docks and number of slips (existing as of January 1, 1997). The actual number of slips for each moorage/marina shall be determined at the time a special plan area is approved for the moorage/marina. The specific plan will look at such things as 'legally existing' issues, non-conforming status and carrying capacity of the land to determine the number of dwellings and other uses allowed in each marina/moorage.

STRATEGY: Multnomah County shall implement this policy at the time each special plan area is adopted.

POLICY 15: Development on Multnomah Channel within Special Plan Areas shall be judged upon the following criteria.

Water Environmental

River Bank Protection - Development which protects the river bank from erosion caused by boat traffic.

Water Quality - Development which contributes to or does not significantly degrade water quality

Septic tanks/Sewage - Development which is more amenable to safe and sanitary sewage disposal, along with adequate upland facilities for disposal of sewage.

Wildlife - Development which contributes to or do not have a significant detrimental impact to the wildlife in the water.

Land Environmental

Development in Wetland - Development which does not impact wetlands.

Traffic Increase - Development which minimizes increases in traffic on moorage access roads, on railroad crossings, and onto Highway 30.

Parking - Development which minimizes the amount of parking area necessary.

Ground Water Quality - Development which minimizes impacts to ground water quality.

Need for Restroom Facilities - Development which minimizes the need for additional communal restroom facilities to serve the proposed uses.

Land Wildlife - Development which minimizes impacts to land wildlife.

Necessary Utilities - Development which requires fewer utilities to serve proposed uses.

Floodplain Development - Development which minimizes placement of permanent structures and uses in the floodplain.

Accessory Structures - Development which minimizes the need for accessory on-land structures to serve proposed uses.

Aesthetic

Vegetation on Land - Development which minimizes the loss of land vegetation.

Visibility of Shore - Development which minimizes changes to natural shoreline features.

Massing and Scale - Development which has a human scale or architectural quality to it.

Diversity/Rural character - Development which maintains the existing diversity and rural character of Multnomah Channel.

Lighting - Development which minimizes night lighting of uses.

Vegetation/landscape on Water - Development which minimizes its visibility from the Multnomah Channel waterway.

Safety

Contribution to Channel Traffic - Development which minimizes channel traffic.

Residential Link - Development with a permanent residence component which provides a human presence to both report emergencies and violations on Multnomah Channel.

Fire Hazard - Development which minimizes fire hazard.

Emergency Services - Development which minimizes the need for emergency services.

Economic - Development which provides economic value to Multnomah County in the form of assessment value and reduced need for public services.

Recreation

Contribution to Public Recreation - Development which contributes to public recreation opportunities on Multnomah Channel.

Cumulative Impacts

The cumulative impacts of the proposed development on the overall carrying capacity of Multnomah Channel shall be considered and minimized.

The criteria listed shall be weighed and balanced by the hearing body considering each Special Plan Area so as to determine the most appropriate intensity and type of development allowed within each of these areas.

In reviewing each Special Plan Area, Multnomah County shall consult with other relevant local, state, and federal agencies, including but not limited to the following agencies:

Division of State Lands

Oregon Department of Fish and Wildlife

Oregon Parks and Recreation Department

Oregon State Marine Board

U.S. Army Corps of Engineers

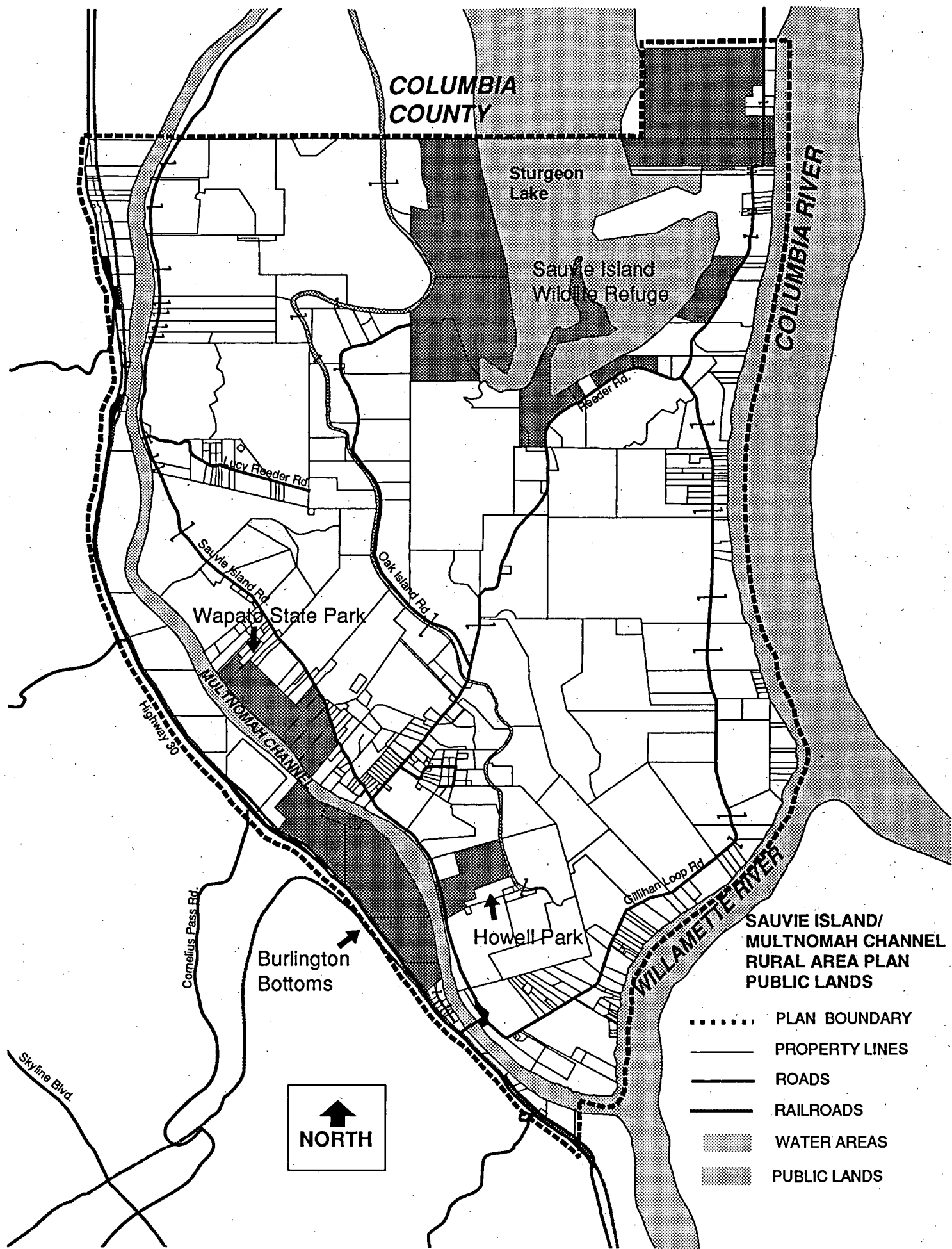
Metro Parks and Greenspaces

Discussion: It is not intended that each proposed use strictly meet each of the criteria listed above, but rather the criteria be used by the hearing body to weigh the appropriateness of different potential uses. It is assumed that each site within the boundaries of Policy 26 is appropriate for some sort of marine related development unless a single criteria weighs so strongly upon the site that it precludes all or some of the potential marine development uses.

STRATEGY: These criteria shall be included in the general special plan area code and shall be used to review proposed uses in each specific plan area is adopted.

POLICY 16: Implement code language within the special plan area criteria that incorporates the more specialized ideas in these policies. This concept should be carried out with input from citizens on the channel and should include guidelines regarding lighting, landscaping and architectural design within the special plan areas for development.

Discussion: Currently the WRG guidelines have vague language in them that make enforcement of them inconsistent. The County should look at adopting a set of design guidelines that the Planning Section can use to help interpret the WRG guidelines. This will allow for consistency in interpretation of the existing guidelines. These guidelines should specifically address the guidelines on lighting, landscaping and architectural design. The Citizens' Advisory Committee was very concerned about maintaining the character of the area of the channel and avoiding urban type marinas and moorages in the area.



**COLUMBIA
COUNTY**

Sturgeon
Lake

Sauvie Island
Wildlife Refuge

Lucy Reeder Rd.

Lucy Reeder Rd.

Wapato State Park

MULTNOMAH CHANNEL

Highway 30

Cornelius Pass Rd.

Burlington
Bottoms

Howell Park

Gilliam Loop Rd.

WILLAMETTE RIVER

**SAUVIE ISLAND/
MULTNOMAH CHANNEL
RURAL AREA PLAN
PUBLIC LANDS**

- PLAN BOUNDARY
- PROPERTY LINES
- ROADS
- RAILROADS
- WATER AREAS
- PUBLIC LANDS



STRATEGY: Multnomah County shall implement this policy as part of the Special Plan Area process.

POLICY 17: Multnomah County should promote responsible recreational uses in the channel by allowing public access or boat launches to occur as part of any redevelopment.

Discussion: The other policies in this plan shall not be construed to discourage public access to the water from the land or vice versa.

STRATEGY: Multnomah County shall implement this policy as part of the Special Plan Area process.

RECREATION

SAUVIE ISLAND WILDLIFE AREA

The Sauvie Island Wildlife Area, owned by the State of Oregon and managed by the Oregon Department of Fish and Wildlife, comprises approximately 11,500 acres of land and inland water areas on Sauvie Island, slightly less than half of the Island's acreage. Approximately 1,500 of these acres lie in Multnomah County, the rest are in the Columbia County portion of the island. The State of Oregon acquired the Sauvie Island Wildlife Area in the 1940's as a waterfowl area. In 1974, the Oregon Department of Fish and Wildlife prepared a Coordinated Resource Plan. In 1993, the Department prepared a new Management Plan for the Wildlife Area. The approved management plan seeks to broaden the focus of activities in the wildlife area from the primary purposes of habitat management for waterfowl and other game species to a more general focus on protecting wildlife habitat for all native species, including non-game species.

Visitor use of the Sauvie Island Wildlife Area has increased markedly in the past decade, reaching 750,000 visitor days according to the Oregon Department of Fish & Wildlife (a visitor day is defined as a visit by one individual on one day, so that if one individual visited the refuge on 50 separate days, it would be counted as 50 visitor days) in 1991 and increasing further since then. The Oregon Department of Fish and Wildlife divides users into five categories, Fishing(20% of users), Hunting(2%), Viewing(10%), Beach (38%), and Other(30%). The goal of the Management Plan is to accommodate all user groups, but emphasize recreational activities which are wildlife-oriented (hunting, fishing, wildlife viewing) as opposed to uses which merely involve visiting the public use facilities within the area, such as camping and picnicking.

Included in the plan are specific objectives which would "Explore methods to control and regulate beach use, to improve the beach use for family oriented recreation area" and "Contact Columbia County to discuss the potential for a joint beach management program." The clothing optional beach is one of four located within the Wildlife Area, is heavily used, and is the subject of some controversy on both practical and moral grounds. Since the public beaches on Sauvie Island are entirely within Columbia County, Multnomah County has no jurisdiction over them. Traffic to and from the beach does impact Multnomah County roads and emergency service provision. For the past several years there has been controversy between users of the clothing optional beach and the occupants of an adjacent residences. However, there is no documented

evidence that the clothing optional beach in and of itself provides an undue strain on transportation or emergency service provision on Sauvie Island. Disputes between users of the beach and an adjacent residence are not within the jurisdiction of Multnomah County.

WAPATO STATE PARK

Wapato State Park, located on the east side of Multnomah Channel on Sauvie Island, is managed by the Oregon State Parks Department. It is also known as the Virginia Lakes area, and is designated as a significant natural area and wetland in the Multnomah County inventory of significant natural and environmental resources. It contains Hadley's Landing on Multnomah Channel, a dock for transient boats. The park has nature trails which are accessed from Sauvie Island Road, and a picnic shelter. The Oregon State Parks Department has not adopted a management plan for the park, but is considering doing so. The Department began a draft management plan for the park several years ago, but did not complete it.

HOWELL PARK

Howell Park, located on the east side of Sauvie Island Road north of the Sauvie Island bridge, consists of approximately 110 acres. It contains the Bybee-Howell House, a historic structure built in 1856. The site also contains Howell Lake, a significant wetland. The park is owned and managed by Metro Parks and Greenspaces. Metro is currently preparing a master plan for the park. Any changes to the park require land use approval from Multnomah County. The preliminary goals of the master plan are 1) increased facilities and use of the house as the focus of historical and archaeological information about Native American life and early Oregon events, and 2) increased use of the lake and wetland areas for wildlife viewing and educational activities. The current Exclusive Farm Use zoning on the park limits new park uses.

BURLINGTON BOTTOMS

The Burlington Bottoms site (also known as the Rafton Tract) consists of approximately 400 acres located on the west side of Multnomah Channel. The site was purchased by the Bonneville Power Administration (BPA) in 1991 as mitigation for environmental impacts caused elsewhere. In 1994, the BPA completed a Management Plan and Environmental Assessment which recommended that the site be managed primarily for maintenance and enhancement of fish and wildlife habitat associated with the natural ecosystem on the site. The recommendation also states that "a low level of public access would be allowed under this alternative, with designated areas for trails and viewing blinds to provide for passive wildlife oriented recreation. Opportunities for research and environmental education would also be available under this alternative."

In 1995 Portland area voters approved a bond measure for Metro Parks and Greenspaces which allocated money for purchase of park and greenspace land throughout the Portland Metropolitan Area. The bond measure included, among its list of potential purchases, land in the vicinity of Burlington Bottoms and other lands along Multnomah Channel. Metro has identified land adjacent to and north of Burlington Bottoms as the primary target for acquisition. Of lesser priority, but still possible for purchase, is land on Sauvie Island adjacent to Wapato State Park.

WATERWAY RECREATIONAL USE

Marine recreational activities on Multnomah Channel, the Willamette River, and the Columbia River, are the regulatory responsibility of the Oregon State Marine Board. In 1995, the State Marine Board adopted a Recreational Boating Management Plan for the Portland Metropolitan Waterways. The management plan focuses on four topics; education, law enforcement, facilities, and waterway management. Multnomah County shall rely upon the State Marine Board to determine the appropriate levels of recreational use on waterways adjacent to Sauvie Island.

OTHER RECREATIONAL ACTIVITIES

There are commercial activities on Sauvie Island which are primarily focused on attracting visitors to the island. These include the Pumpkin Patch and other produce stands and u-pick farms.

As discussed under transportation, numerous bicyclists use the island's roads for recreational cycling. Conflicts between recreational bicyclists and automobile traffic, both residents and visitors, has been a major Sauvie Island issue for some time.

Recreation Policies

POLICY 18: Encourage managers of the Sauvie Island Wildlife Area to post information signs regarding closures of areas to public use which explain why the area is being closed.

STRATEGY: Multnomah County shall forward this policy recommendation to the Oregon Department of Fish and Wildlife.

POLICY 19: Encourage Metro to purchase additional greenspace lands on the west side of Multnomah Channel in order to expand and enhance the Burlington Bottoms wildlife area.

STRATEGY: Multnomah County shall forward this policy recommendation to Metro.

POLICY 20: Promote recreational activities within the rural plan area which are complementary to natural and environmental resources identified pursuant to Goal 5 of the Statewide Planning Program.

STRATEGY: Multnomah County shall implement this policy through the current planning permitting process and the Special Plan Area process.

TRANSPORTATION

Multnomah County Comprehensive Framework Plan

The Transportation System Policy of the Multnomah County Comprehensive Framework Plan

COLUMBIA
COUNTY

Sturgeon
Lake

COLUMBIA RIVER

Reeder Rd.

Lucy Reeder Rd.

Sauvie Island Rd.

Oak Island Rd.

Cornelius Pass Rd.

Gillham Loop Rd.

Skyline Blvd.

MULTNOMAH CHANNEL

WILLAMETTE RIVER

SAUVIE ISLAND/
MULTNOMAH CHANNEL
RURAL AREA PLAN
functional classification of
trafficways and bikeways

↑
NORTH

- PROPERTY LINES
- LOCAL ROADS
- RURAL COLLECTORS
- RURAL ARTERIALS
- PLAN BIKEWAYS
- WATER AREAS

includes policies for the following three categories: 1) Transportation System (33A), 2) Marine Transportation System (33B) and 3) Bikeways/Pedestrian System (33C). Multnomah County's policy is to provide a balanced transportation system that offers alternative transportation facilities to people and commerce.

The purpose of Policy 33A is to establish criteria for Multnomah County to use in evaluating alternative transportation proposals in order to achieve its objective of a balanced, safe and efficient system.

POLICY 33B ensures that Multnomah County takes appropriate action to provide for needed marine transportation system facilities in those areas of the Portland region within its jurisdiction. The system includes appropriate backup land for marine terminal and waterfront industrial facilities. This policy addresses the Columbia River shipping channel only and does not include Multnomah Channel.

Bikeways and pedestrian ways are an integral part of a balanced transportation system. Policy 33C currently focuses on implementing a bicycle system without addressing the pedestrian system. However, this policy will be amended in the near future to reflect the recently adopted Pedestrian Master Plan as well as the Bicycle Master Plan. Policy 33C directs facility planning and route implementation based on the Bicycle Network Map.

Policy 34 of the Comprehensive Framework plan directs Multnomah County to develop the existing traffic way system to maximize efficiency, and to consider the mobility of pedestrians by providing safe crossings. There are three types of roads in the Sauvie Island/Multnomah Channel Rural Area. US 30 is classified as a Principal Arterial. Principal Arterials serve interstate, interregional, and regional traffic. Traffic volumes are high and access to adjacent land uses is limited.

Three roadways on Sauvie Island are classified in Policy 34 as Rural Collector roadways. They are Gillihan Rd, Reeder Rd and Sauvie Island Rd. Rural Collector roads distribute traffic over large areas and generally connect to urban streets or rural arterials. They also provide for necessary truck transport (agriculture, timber or minerals) out of rural areas.

All other roads in the Sauvie Island/Multnomah Channel Rural Area are Rural Local roads. Local roads provide access to abutting land uses and are generally low traffic volume and low speed facilities.

All road access to Sauvie Island runs across the Sauvie Island bridge, which crosses Multnomah Channel near the south end of the island. It is a narrow two-lane facility with no capacity for major increases in traffic over existing levels.

Portland-Astoria (US Highway 30) Corridor Plan

An inventory of US 30 was conducted as part of the Corridor Plan by the Oregon Department of Transportation. The segment of US 30 from the Portland City Limits to the Multnomah County line is a four-lane highway with high speeds and volumes. Traffic volumes range from 10,000 -

50,000 average daily traffic (ADT) with peak summer traffic increasing 10-30 % above ADT.

US 30 is a designated Statewide Bicycle Route. Bicycle travel is expected to increase for both commuter and recreational travel. The Plan recommends that, at a minimum, five-foot paved shoulders be provided to accommodate bicycle use along the entire corridor length. Additional pavement is needed in some areas to meet the five-foot shoulder width. Other recommendations include:

- Provide connections to local bicycle (and hiking) systems where feasible, and
- Provide bicycle crossings across US 30 where appropriate and feasible.

Pedestrians are allowed to use the shoulders on US 30, but pedestrian activity is expected to be concentrated in the urban areas.

Multnomah County Bicycle Master Plan

The Bicycle Master Plan, adopted in 1990, was developed with assistance from a County wide Bicycle Planning Task Force and a Sauvie Island Bicycle Planning Task Force. Two objectives with related policies and implementation strategies are identified in the Bicycle Master Plan.

- 1) Develop and maintain an extensive network of bicycle transportation facilities that provide safe, efficient and enjoyable bicycle travel.
- 2) Increase bicyclist and motorist knowledge and awareness so as to resolve hazards and conflicts of bicycling, and reduce the occurrence of bicycle related accidents.

Included in the Bicycle Master Plan is a Bikeway Plan Map. The map identifies roadways that will provide a bikeway facility when the roadway is constructed to current standards. There are two bikeways identified on the map for the Sauvie Island/Multnomah Channel area: US 30 and Sauvie Island Rd from US 30 to Ferry Rd. Paved shoulders exist on US 30 providing a space for bicyclists to ride. Paved shoulders, the standard bikeway for Rural Collectors, do not exist on Sauvie Island Rd.

Reconstructing Sauvie Island Rd to improve safety for bicyclists and motorists has been estimated to cost over \$1 million. To add paved shoulders, the dike would need to be widened. Currently, there is no funding available or identified. Extensive coordination is required for this project with the Corps of Engineers, Sauvie Island Drainage District and Multnomah County.

The Bicycle Master Plan recommends establishing a Bicycle Citizen Advisory Committee to address current and future bicycling problems and opportunities.

Multnomah County Pedestrian Master Plan

The purpose of the Pedestrian Master Plan is to establish a framework for developing a safe and convenient urban and rural pedestrian system on Multnomah County roads. County standards for pedestrian facilities on rural roads include 4-foot gravel or 8-foot paved shoulders. On

Sauvie Island roads, paved shoulders are very limited. There are currently no plans to widen the shoulders on Gillihan Rd., Reeder Rd. or Sauvie Island Rd. Other pedestrian facilities that may need to be provided on the island include pedestrian crossings at the school or at other destinations that attract pedestrians.

Shoulders exist on US 30 and may be used by pedestrians. The Oregon Bike and Pedestrian Plan states that where shoulders are expected to be used by bicyclists and pedestrians, shoulders should be 1.8m (6 ft) or wider. Shoulders on rural roads are shared with bicyclists.

The Pedestrian Master Plan recommends establishing a Pedestrian Citizen Advisory Committee to assist the County in identifying and resolving specific pedestrian issues, problems and opportunities.

Street Standards

County standards for Rural Collector roadways include two 12-foot travel lanes and two 8-foot paved shoulders. Gillihan Rd, Reeder Rd and Sauvie Island Rd are not currently constructed to the County standards for Rural Collector roads. While right-of-way is owned to accommodate these standards, there are no plans to reconstruct the roadways. Widening the paved surface would require extensive fill to widen the dike to accommodate an additional 16 feet for paved shoulders.

Transportation Policies

POLICY 21: Recommend that the Multnomah County Bicycle and Pedestrian Advisory Committee has significant Sauvie Island representation.

STRATEGY: Multnomah County shall implement this policy through the appointment process for the Committee.

POLICY 22: Have the Multnomah County Bicycle and Pedestrian Citizen Advisory Committee study and recommend to the Board of Commissioners short-term and long-term solutions to safely accommodate bicyclists, pedestrians, and motor vehicles on Sauvie Island including on-road bikeways, separated multi-use paths, and funding options.

STRATEGY: Multnomah County shall implement this policy through the work program of the Bicycle & Pedestrian Citizen Advisory Committee and the Transportation and Land Use Planning Division budget.

POLICY 23: Update Policy 33B Marine Transportation System in the Comprehensive Framework Plan.

STRATEGY: Multnomah County shall implement this policy through the budgeting process for the Division of Transportation and Land Use Planning.

POLICY 24: Oppose placement of regional roadways in the Sauvie Island/Multnomah

Channel Rural Area, should such roadways be under consideration by any regional transportation authority in the future.

STRATEGY: Multnomah County shall use this policy in discussions and recommendations regarding regional roadways.

POLICY 25: Review rural roadway standards to determine if 8-foot paved shoulder widths can be reduced to preserve the rural character of roads.

STRATEGY: Multnomah County shall implement this policy through the budgeting process for the Division of Transportation and Land Use Planning.

POLICY 26: Participate in a cooperative effort with the Sauvie Island Drainage District and the Army Corps of Engineers to study the dikes upon which public roads run including funding for dike improvements.

STRATEGY: Multnomah County shall implement this policy by working with the Drainage District and Corps of Engineers to devise and then implement a process for studying the dikes with roads on them protecting Sauvie Island.

PUBLIC FACILITIES

Schools

The Sauvie Island School District's boundaries encompass all of Sauvie Island. The District has one school, located at 14445 NW Charlton Road, which serves Kindergarten through Eighth Grade students. High School students attend school outside of the district. The school was rebuilt after a fire in 1980, and is a modern facility.

The Oregon Education Act of 1991 requires school districts which do not have a high school program to provide one or merge into a school district which does. The issue of the Sauvie Island School District's fate has been very controversial.

The mainland side of Multnomah Channel is divided into two school districts. The far northern portion of this area, adjacent to Columbia County, is within the Scappoose School District (this area consists of only 200 acres, and has several existing residences and the approved but not yet occupied Rivers Bend Marina). Students attend Grant Watch Elementary School for grades K-3, Peterson Elementary School for Grades 4-6, Scappoose Middle School for grades 7-8, and Scappoose High School for Grades 9-12. The district is currently conducting a survey of existing facilities, with the expectation that growth in the Scappoose city area of Columbia County will result in increased enrollment at the district's schools. However, there are no current capacity or facility problems identified in the District.

The remainder of the mainland side of Multnomah Channel is within the Portland School District. Skyline Elementary School, located near Cornelius Pass, serves the West Hills and

Multnomah Channel. Multnomah Channel is within the attendance boundaries of West Sylvan Junior High School, located to the south, and Lincoln High School, located adjacent to downtown Portland. All three of these Portland district schools are operating well below capacity of the school sites.

WATER SERVICE

A portion of the mainland side of Multnomah Channel is served by the Burlington Water District. The Burlington Water District receives its water supply from the City of Portland, via a pipeline along Highway 30. The District is bound by its bylaws to provide water service to any parcel within the district, however, the existing water distribution system is barely adequate to serve existing development and has little or no capacity to handle expanded water use.

The remainder of the Sauvie Island/Multnomah Channel plan area is not served by any water district, and relies on groundwater for its supply. Currently, proposed development must show an adequate water supply quantity prior to approval of building permits. Permits requiring discretionary review are conditioned so as to require proof of an adequate water supply quantity prior to building permit issuance so that an applicant is not subject to the expense of drilling a well prior to approval of the conditional use. However, the County has no standards as to the quantity or source of the adequate water supply. Quality requirements are pursuant to Oregon Department of Environmental Quality standards for potable drinking water.

SEWAGE DISPOSAL

All existing development within the Sauvie Island/Multnomah Channel Rural Area is served by private on-site sewage disposal systems. No public sewers are planned or contemplated for the area, due to its rural nature. Approval for proposed private sewage disposal systems is the responsibility of the City of Portland Building Bureau, which implements standards set forth by the Oregon Department of Environmental Quality. A number of different methods for on-site disposal of sewage effluent are available for consideration.

POLICE PROTECTION

Police protection for Sauvie Island and Multnomah Channel is provided by the Multnomah County Sheriff. The Sheriff's office is located at 122nd St. and Glisan St. in the Mid-County area. Currently the entire West Hills and Sauvie Island/Multnomah Channel Rural Areas are served by one patrolling officer at a time.

FIRE PROTECTION & EMERGENCY SERVICES

The Sauvie Island/Multnomah Channel Rural Area is served by three different fire and emergency services providers -- Multnomah County Rural Fire District # 30, Scappoose Fire District, and Portland City Fire Bureau.

The Multnomah County Rural Fire District #30 serves Sauvie Island from a station on Charlton Road. It's fire-fighting and emergency response force consists of 25 volunteers. The District's

staff will be occupying a new eight bay fire station in the near future. The District has a limited agreement with Portland for use of a fire boat for marine fires. The District's fire and emergency response force serve not only Sauvie Island residents, but also the 1.5 million visitors per year who visit Sauvie Island. This puts an additional strain on the District's resources above that put upon most rural fire protection forces.

The Scappoose Fire District serves the northern portion of the mainland side of Multnomah Channel, south to Burlington. The District has three fire stations, one of which is located on Cleetwood Drive near Morgan Road in the West Hills. The District has 50 volunteers and two paid personnel. Equipment includes five engines with a combined capacity of 5,750 gallons, one 3,200 gallon water tender, two rescue units, two ambulances, three wild land fire fighting units with a combined capacity of 1,500 gallons, and one command vehicle. The District is concerned that fire safety standards for access roadways and fire suppression in the marinas and moorages along Multnomah Channel be properly met.

The Burlington Water District provides fire protection services to land within its boundaries. Currently it contracts with the City of Portland to provide fire and emergency services. The Portland Fire Bureau services the Burlington area from Station # 22, located in St. Johns, with a response time to the area of 15-20 minutes. Due to the lengthy response time the district receives a low level of current services.

Public Facility Policy

POLICY 27: Study methods by which the Sauvie Island Rural Fire Protection District can be reimbursed for providing fire and emergency medical services to island visitors.

STRATEGY: Multnomah County shall implement this policy by reviewing any revenue or funding proposal from the Sauvie Island Rural Fire Protection District.

ENVIRONMENTAL QUALITY

AIR QUALITY

The Burlington Bottoms Wildlife Mitigation Project (December 1994) states that:

"The existing air quality in the Burlington Bottoms area is considered good to excellent, and air quality measurements fall within National Ambient Air Quality standards. The Department of Environmental Quality is responsible for air quality management in the State of Oregon."

However, the Department of Environmental quality has no staff to enforce its air quality standards as regards individual sites and uses.

Industrial facilities in the City of Portland lie to the east of Sauvie Island, across the Willamette River (Examples include Oregon Steel and Columbia Grain). These facilities have potential air quality and noise issues upon Sauvie Island associated with them which cannot be addressed

without coordination between Multnomah County, the City of Portland, and the Port of Portland.

Problems with odors and dust from individual facilities can be considered nuisances.

Multnomah County Code Section 7.20 et. seq. defines and prohibits nuisances. Nuisances prohibited include such things as odorous ponds of stagnant water, animal carcasses which are not disposed of, explosive or radioactive substances, abandoned vehicles, and vegetative obstructions of good sight distance at intersections. Odors from industrial activities are not listed as nuisances under this code section. This ordinance does not apply to the City of Portland.

The Angell Brothers quarry may cause dust problems for nearby moorages along Multnomah Channel. Multnomah County must address such problems when considering additional conditional use permit approvals for the quarry. The quarry operator is responsible for mitigating dust impacts within the impact area of the quarry, defined as being 1,200 feet from the quarry property. This impact area includes several moorages along Multnomah Channel.

NOISE

Multnomah County's noise ordinance (Section 7.30 et. seq. of the County Code) regulates the generation of excessive noise within the unincorporated areas of Multnomah County. The ordinance defines "sound producing device" to be regulated as 1) loudspeakers, 2) various electronic equipment, 3) musical instruments, 4) sirens & bells, 5) vehicle engine noise not in the right-of-way, 6) vehicle tires, 7) domestic tools during night hours, and 8) heat, air conditioning, and refrigeration units.

The County's noise ordinance does not include regulation of noise from organized athletic or other group activities on property generally suited for these purposes, noise caused by emergency work and equipment, noise regulated by federal law, such as railroad and aircraft operations, noise caused by bona fide use of emergency warning devices and alarm systems, sounds caused by permitted blasting activities between 9:00 A.M. and 4:00 P.M. Monday through Friday, and sounds caused by industrial, agricultural, or construction workers during their normal operations. The noise ordinance sets limits for sounds as measured in decibels (dbA). The ordinance is to be enforced by issuance of citations and, if necessary, by impoundment of the device producing the offending noise.

Aircraft noise from planes arriving and departing Portland International Airport and from over-flying national guard planes is cited by many Sauvie Island and Multnomah Channel residents as an annoyance. However, Multnomah County has no authority to regulate aircraft for noise impacts.

WATER QUALITY

The January 1993 Sauvie Island Wildlife Area Management Plan published by the Oregon Department of Fish and Wildlife states:

"Water quality is generally not recognized as a problem to fish production on the Wildlife Area, but some lakes dry up during the summer and the stranded fish become a food

source to other wildlife. The water quality for fish will be met by the plan goals and objectives for water quality and by holding the water levels up where possible with existing water control structures."

The Management Plan further outlines objectives to:

"1) Manage Sturgeon Lake and its tributaries to protect, maintain and enhance water quality, comply with state water quality standards to support the designated beneficial uses such as human contact recreation, wildlife, fisheries (OAR 340-41), and to meet the requirements of the Clean Lakes Program (watershed management plan to control nutrient and bacteria sources into Sturgeon Lake)"

The ODF&W plan proposes tasks such as 1) defining and assessing the non-point source runoff problems in and around the lake that may contribute to water quality degradation, 2) seeking funding to continue water quality monitoring of closed lakes and Sturgeon Lake and its tributaries to document sources and seasonal patterns in water quality, 3) developing and implementing a grazing plan to control and/or eliminate grazing near the shoreline riparian areas to prevent animal access to the water, compacting of soils, erosion, and waste inputs into the lake, 4) protecting and encouraging riparian vegetation and emergent vegetation around the lake to provide stabilization of soils, and nutrient filters to the lake, 5) exploring opportunities to conduct selected dredging to increase depth, flows and flushing and circulation action in Sturgeon Lake, and to minimize temperature increases, 6) providing adequate sanitation facilities to prevent human wastes from entering lakes, 7) controlling boating activity and speeds to minimize shoreline erosion due to wave action and 8) conducting a shoreline inventory that may include vegetation, erosion, soil compaction.

The 1985 Atlas of Oregon Lakes identified Sturgeon Lake as a: "Large, shallow mud-bottomed lake located on Sauvie Island. Water quality problems include siltation and very high turbidity; the lake also experiences algae blooms and high bacterial counts. Hydraulic modifications over the years have exacerbated the sedimentation problem. Recommendations for rehabilitation include re-opening Dairy Creek, thereby re-establishing natural flushing from the Columbia River. Funding for this proposal has been difficult to obtain."

The 1992 federal Clean Vessel Act prohibits discharge of sewage from marine toilets on all freshwater lakes and reservoirs. Boaters must use Coast Guard-approved marine sanitation devices on the Columbia, Willamette and Snake Rivers and on navigable portions of coastal waters.

Marinas and moorages along Multnomah Channel have four basic sewage-producing types of boats or floating structures; 1) floating homes, 2) boathouses, which are primarily for interior boat storage, but may have a small living unit within the structure for "weekend" use, 3) live-aboard boats, and 4) transient boats, which may dock at a facility during the day.

Currently, the Oregon Department of Environmental Quality, the State Marine Board, and the Division of State Lands are discussing appropriate sewage disposal regulations for new and existing marinas and moorages. The Department of Environmental Quality is proposing that all

marinas and moorages provide a "hard" connection to city sewer or a private sewage disposal system for all floating homes and boathouses that are plumbed for sewer (even if they are not connected to a water system). New marinas and moorages are also required to have a "hard" connection for each "live-aboard" boat slip. The major discussion point remaining regards "live-aboard" boat slips in existing moorages. Alternatives include requiring "hard" connections at the time of any Division of State Lands lease renewal, or instead requiring easy access to a portable "pump out" facility, along with proof of its actual use. The Department of Environmental Quality has no authority to require sewage disposal facilities be available for "transient" boats -- it is considered the responsibility of the boat owner to safely and legally dispose of his or her sewage. However, it is within the authority of Multnomah County to require pump out facilities be made available for "transient" boats at marinas and moorages which provide service to such boats.

A final type of marine use in Multnomah Channel is the illegal houseboat or anchored live-aboard boat, which dumps its sewage directly into the channel in violation of the Clean Vessel act. Several such illegal "squatter" houseboats and anchored live-aboard boats exist in Multnomah Channel, and their existence is a chronic problem.

The West Hills Reconciliation Report, a subset of the Multnomah County Comprehensive Framework Plan, discusses potential impacts from the Angell Brothers quarry upon the water quality of Multnomah Channel. The quarry operator has worked with the Oregon Department of Environmental Quality to control the quality of quarry runoff, and will not be allowed to mine in the main drainage of the North Angell Brothers Creek, which empties into Burlington Bottoms. The reconciliation report allows some mining in a subsidiary drainage, but the quarry operator must divert all runoff from this area away from the North Angell Brothers Creek watershed.

Environmental Quality Policies

POLICY 28: Coordinate promulgation and enforcement of air quality, water quality, lighting, and noise pollution issues with the City of Portland and the Port of Portland.

STRATEGY: Multnomah County shall implement this policy through developing a program of advocacy for protection of rural area environmental quality issues as part of the long-range planning and budgeting process

POLICY 29: Provide for safe and easy collection and disposal of sewage from marine uses in Multnomah Channel.

STRATEGY: Multnomah County shall implement this policy through the Special Plan Area review process for each marina and moorage. Marinas and moorages shall be required to meet, at minimum, state standards for sewage collection and disposal from various types of marine uses. They shall be required to provide connections to sewage disposal facilities for all floating homes and boathouses which are plumbed. Live-aboard boat slips must be provided with an on-site mechanism for disposal of sewage, either through connections at each slip or through the availability of on-site alternative pump out facilities which are

reasonably safe from accidental spillage. Marinas and moorages which serve "transient" boats to have reasonable geographic access to an on-site method of sewage disposal in order to service such boats.

POLICY 30: Coordinate with the Division of State Lands to remove floating structures which are illegally sited and do not meet County zoning standards.

STRATEGY: Multnomah County shall implement this policy by requesting the Division of State Lands to prepare a joint program for removal of illegal floating structures.

POLICY 31: Recommend that any fill generated as a result of dredging activities in the Columbia River be located on Sauvie Island only under the following conditions:

- To assist in flood control
- Not on designated wetlands
- Not on high value farmland unless placement of such fill improves a farm's soils or productivity
- In areas where it will not negatively impact wildlife habitat

STRATEGY: Multnomah County shall implement this policy when reviewing any federal dredging projects proposed for the Columbia River.

NATURAL HAZARDS

FLOODING

The Federal Emergency Management Agency (FEMA) requires local communities to maintain and enforce minimum floodplain management standards in order to be eligible to participate in the National Flood Insurance Program. FEMA accepted floodplain maps compiled by Multnomah County in 1980. The areas subject to inundation by a 100-year flood (expected to occur on average once every 100 years) include lands on Sauvie Island outside of the dikes maintained by the Sauvie Island Drainage District and virtually the entire area between Multnomah Channel and the Burlington Northern's Astoria rail line. The area behind the dikes on Sauvie Island (with minor exceptions) is subject to inundation by a 500-year flood (expected to occur on average once every 500 years). In addition, FEMA maps contain the following note regarding the area protected by levees: "This area protected from the 100-year flood by levee, dike, or other structures subject to possible failure or overtopping during larger floods." The only exceptions to this proviso on Sauvie Island are isolated high spots along Lucy Reeder Road, along Sauvie Island Road north of Reeder Road, in the vicinity of Sauvie Island School, and around the Bybee-Howell House.

The Sauvie Island Drainage District provides flood protection for the majority of Sauvie Island. The District was recently reconstituted as a private corporation in order to allow it to continue its assessment practices, which are based upon both the amount of acreage owned and the land elevation of each property (the lower the elevation, the more need for drainage facilities and the

COLUMBIA
COUNTY

Sturgeon
Lake

COLUMBIA RIVER

Pleeder Rd.

Lucy Reeder Rd.

Sauvie Island Rd.

Oak Island Rd. 1

Highway 30

Cornelius Pass Rd.

Gillham Loop Rd.


WILLAMETTE RIVER

MULTNOMAH CHANNEL

Skyline Blvd.



**SAUVIE ISLAND/
MULTNOMAH CHANNEL
RURAL AREA PLAN
FEMA-DESIGNATED**

- 100-YEAR FLOOD AREAS**
- PLAN BOUNDARY
- PROPERTY LINES
- ROADS
- RAILROADS
-  100-YEAR FLOODPLAIN

higher the assessment). The District operates a system of drainage-ways which feed into two main arteries, the Gilbert River in the central portion of the island and the A-1 canal on the eastern end of the island. These two drainage arteries flow northwesterly to the pumping plant, located in Columbia County at the end of Sauvie Island Road, where four pumps send the water over the levee in Multnomah Channel at a maximum rate of 750,000 gallons per minute. Additional feeder drainage ditches are owned and maintained by individual property owners and feed into the District's system. The District also maintains the system of levees and dikes which girdle the Multnomah Channel shoreline from the island's southern tip to the pumping plant site and the Willamette-Columbia shoreline from the island's southern tip to a point north of the intersection of Reeder and Gillihan Roads. A cross-island levee connects the northern ends of these two levees to encircle the area protected from flooding. Since most of Sauvie Island is at or below the elevation of the adjacent Columbia and Willamette Rivers, the operations of the Drainage District are vital to sustaining Sauvie Island's population and economy.

The District has identified the following problems it faces in accomplishing its mission:

1. The levees surrounding the island are subject to bank erosion due mainly to the wakes produced by wake-producing watercraft. The power of the wake depends upon the type of boat and the speed of the boat. This is a particular problem on the Multnomah Channel side of the island. Solutions include revetment of the levees, an expensive proposition, reducing boat speeds on surrounding waterways, or placement of intervening materials, from log booms to marinas, to absorb the wake's impact prior to its reaching the levee.
2. The levees are subject to seepage, especially during periods of high water as occurred in 1996.
3. One of the District's four pumps cannot operate when water levels are high, thus reducing the ability to pump out water when it is needed most.
4. The district's drainage ways are sometimes used by trespassing boaters, who have the potential to damage facilities. Since the drainage ways are easements provided to the District, such trespassing actually occurs on the private property of the individual owners.
5. The district's drainage ways are often clogged by vegetative matter during warmer periods of the year. This reduces the drainage capacity of the system.
6. When property owners allow vegetation to grow unchecked on the levees, this vegetation provides habitat for animals such as rodents which burrow and undermine the levees.
7. The district is generally concerned about the potential conflict between proper drainage facilities for Sauvie Island and the maintenance and enhancement of natural wetland areas.
8. The lowest levees on Sauvie Island are those which carry a roadbed atop them. The district is concerned about further compaction of these levees by vehicle traffic.

Outside of the Sauvie Island Drainage District, lands are generally unprotected from the

consequences of major flooding. Not only are most of the land areas subject to inundation from a 100-year flood, floods of 1996 have left significant amount of debris in the waters of Multnomah Channel. This debris constitutes a hazard to both marine vessels and floating structures along the channel.

GROUNDWATER LEVELS

In Multnomah County a high ground water table is defined as groundwater between 0 and 24 inches below the surface. Areas with period high groundwater levels include parts of Sauvie Island. Groundwater is a significant factor in determining the suitability of an area for development. High groundwater tables can cause septic tank malfunction, basement flooding and can affect surface drainage.

SEISMIC HAZARDS

Seismic monitoring stations were installed in the Portland area in 1980. The Portland area has a complex tectonic structure which includes faults that may be associated with past earthquake activity. The Portland Hills lineament, located in the Tualatin Mountains above Highway 30, was most likely responsible for a 1962 earthquake which measured 5.2 on the Richter scale. The approximate location of the epicenter was at Holbrook, near Highway 30, Logie Trail Road, and Multnomah Channel.

The U.S. Geological Survey and the Oregon Department of Geology and Mineral Industries are currently producing maps delineating the regional geology and potential for ground motion in the Portland Metropolitan Area. However, none of the Sauvie Island/Multnomah Channel rural area has yet been mapped, as the concentration to date has been on mapping for urban and future urban areas. Multnomah County has no mitigation program for seismic hazards at this time due to lack of information. Most likely, any mitigation program will be implemented through the enforcement of revised building codes which strengthen structures against seismic activities.

DISASTER PREPAREDNESS

The floods of 1996 showed the need for emergency communications and evacuation plans during natural disasters such as flooding, or other potential disasters such as earthquakes or wildfire. Among the needs the flooding demonstrated are: method of notice for evacuation, method of distributing emergency information to Sauvie Island residents, and the need for coordination between Multnomah County, the Sauvie Island Drainage District and the Sauvie Island Fire Protection District. Another expressed need is a flood monitoring station for the reach of the Willamette and Columbia between Portland and St. Helens.

Hazards Policies

POLICY 32: Make protection from flood waters the highest priority among competing uses on Sauvie Island.

STRATEGY: Through use of County ordinances, assist the Sauvie Island Drainage District in maintaining flood control facilities which protect the island.

POLICY 33: Encourage property owners to control vegetation along Sauvie Island levees through methods that are least environmentally damaging as determined by the Sauvie Island Drainage District.

STRATEGY: Multnomah County shall implement these two policies by amending the County nuisance ordinance and through the budgeting process.

POLICY 34: Post signs prohibiting trespass on drainage waterways where they intersect with public roads.

STRATEGY: Multnomah County shall implement this policy through the work program of the Division of Transportation and Land Use Planning.

POLICY 35: Consider methods of alleviating the compaction effects of roadways on levees through relocation of such roadways or reconstruction of such roadways with additional fill under them to raise the levees.

STRATEGY: Multnomah County shall implement this policy by working with the Drainage District and Corps of Engineers to devise and then implement a process for studying the dikes with roads on them protecting Sauvie Island.

POLICY 36: Support the Sauvie Island Drainage district in its efforts to control vegetation growth in the district's drainage canals.

STRATEGY: Multnomah County shall implement this policy by responding to requests for assistance from the Sauvie Island Drainage District.

POLICY 37: Assist the Sauvie Island Drainage District in reviewing and changing assessment practices order to encourage fair assessment of all properties on Sauvie Island which benefit from the activities of the district.

STRATEGY: Multnomah County shall implement this policy by responding to requests for assistance from the Sauvie Island Drainage District.

POLICY 38: Take measures to protect Sauvie Island levees from bank erosion.

STRATEGY: Encourage the Division of State Lands to promote the use of boom sticks and other materials which can absorb wakes for those portions of the Multnomah Channel and the Columbia and Willamette River shorelines where erosion is occurring and which do not have marinas or moorages in place.

POLICY 39: Coordinate with federal and state agencies to remove hazardous debris from Multnomah Channel by preparing and implementing a program to remove such debris as

a hazard to navigation and floating structures.

STRATEGY: Multnomah County shall implement this policy by requesting the Division of State Lands, the State Marine Board, and the Army Corps of Engineers participate in preparing a joint program to remove hazardous debris from Multnomah Channel.

POLICY 40: Assist the Sauvie Island Fire Protection District in formulating emergency communication and evacuation plans for Sauvie Island.

STRATEGY: Multnomah County shall implement this policy by responding to requests for assistance from the Sauvie Island Fire Protection District.

NATURAL AND ENVIRONMENTAL RESOURCES

Multnomah County has conducted two levels of analysis for significant natural and environmental resources on Sauvie Island and Multnomah Channel. The first, done at the time of the initial adoption of the Multnomah County Comprehensive Framework Plan in 1980, identified several large-scale significant resource sites and historic and archaeological sites. The second, done in 1990, identified significant wetlands.

LARGE-SCALE SIGNIFICANT RESOURCE SITES

Sturgeon Lake -- this site of approximately 3,000 acres encompasses that portion of the State Wildlife Refuge boundaries in Multnomah County as well as some adjacent private lands along Reeder Road north of its confluence with Gillihan Road. The site is designated as sensitive waterfowl habitat by the Oregon Department of Fish & Wildlife. Additionally, this area was found to have significant natural areas, water areas, wetlands, and groundwater resources, all categories for protection under Goal 5 of the Oregon Statewide Planning Program. Multnomah County protected these natural and environmental resources by placing the Significant Environmental Concern (SEC) Zoning Overlay on the site. This overlay requires review of all non-agricultural development in order to minimize or eliminate impacts to wildlife habitat, wetlands, water areas, and groundwater resources.

West Side of Multnomah Channel -- this site is bounded by Highway 30 on the west. It includes open space, fish and wildlife habitat, natural areas, water areas, wetlands, and groundwater resources which are significant. Multnomah County protected these natural and environmental resources by placing the Willamette River Greenway (WRG) Zoning Overlay on the site. This overlay requires review of all non-agricultural development in order to minimize or eliminate impacts to open space, fish & wildlife habitat, natural areas, wetlands, water areas, and groundwater resources.

Howell Lake and Virginia Lakes -- these two sites are found to be significant as open space, fish and wildlife habitat, natural areas, water areas, wetlands, and groundwater resources. Howell Lake is located on the Bybee-Howell County Park (now owned by METRO). Virginia Lakes (now known as the Wapato State Park) are located on the east side of Multnomah Channel, west

of Sauvie Island Road north of its intersection with Reeder Road. Multnomah County protected these natural and environmental resources by placing the Willamette River Greenway (WRG) Zoning Overlay on the sites. This overlay requires review of all non-agricultural development in order to minimize or eliminate impacts to open space, fish & wildlife habitat, natural areas, wetlands, water areas, and groundwater resources.

HISTORICAL AND CULTURAL SITES

Bybee-Howell House -- This Greek Revival styled home was constructed in 1856, and is the oldest structure in rural Multnomah County. It is part of the Bybee-Howell County Park (now administered by METRO). The Oregon Historical Society has completely restored the house and it is listed on the National Register of Historic Places. It is considered protected because of its listing and its location within a public park.

Native American Archaeological Sites -- The area around the confluence of the Willamette and Columbia Rivers was a well-known and favored location for Native American settlements from perhaps 3,500 years ago up through the early 1800's. Sauvie Island has several known village sites which were mapped by the Lewis and Clark expedition, as well as the Sunken Village site, located on Multnomah Channel near the southern end of the island. Information about these sites is not made known to the general public, due to the potential for abuse and concern for the private property rights of affected landowners.

WETLANDS

There are several definitions of wetland areas. The one used by the U.S. Fish and Wildlife Service for their National Wetland Inventory reads:

"Lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this classification, wetlands must have one or more of the following three attributes: 1) at least periodically, the land supports predominantly hydrophytes, 2) the substrate is predominantly undrained hydric soil, and 3) the substrate is non-soil and LS saturated with water or covered by shallow water at some time during the growing season of each year."

Most of Multnomah County is covered by the National Wetland Inventory (NWI) at a scale of 1"=2,000' on U.S. Geological Survey base maps. The NWI maps and enlargement of the NWI overlays on property maps of 1"=1,000' and 1"=600' are on record in the Planning Division map files.

The federal and state regulatory agencies use a slightly more restrictive definition for a wetland:

"Wetlands - Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Wetlands generally include swamps, marshes, bogs, and similar areas."

This definition, used by the U.S. Army Corps of Engineers and Oregon Division of State Lands, is also the one chosen by the county for use in the county's inventory and regulation of uses affecting wetlands.

As part of the State Goal 5 process, Multnomah County undertook a wetlands and riparian areas inventory during the spring and summer of 1988. Areas surveyed included Sauvie Island and Multnomah Channel.

Riparian areas adjacent to the wetlands and water areas were also evaluated and mapped as part of the inventory because of the inter-relationship they have for wildlife habitat.

The consultant's final report produced the following significant wetland and riparian areas for Sauvie Island and Multnomah Channel, along with each area's wildlife assessment rating, which measures its value as wildlife habitat (More detailed discussion of the wildlife habitat value of each site can be found in the original report):

1. Virginia Lakes (Score: 79-81 Points) -- now known as Wapato Access Greenway.

The Virginia Lakes area is approximately 280 acres, bordered on the south by Multnomah Channel and Sauvie Island Road to the north. It is a complex of six different vegetative community types.

Most of Virginia Lakes is owned and managed by the State of Oregon as a state park. The site is protected by the Willamette River Greenway Overlay Zone, which prevents all non-agricultural disruptions of the significant wetland area.

2. Rafton Tract (Score: 74 Points)

Rafton Tract (Burlington Bottoms) is located west of Sauvie Island, on the west side of Multnomah Channel. The site is a mosaic of riparian forest, emergent wetland, marshes and sloughs and grass/sedge meadows. Once a high quality wetland and wildlife habitat site, due to its species and structural diversity, the area's value has been greatly diminished by intensive cattle grazing.

In 1993 the Bonneville Power Administration (BPA) purchased most of the Rafton-Burlington Bottoms site as mitigation for impacts to wetlands elsewhere in the Northwest. It is anticipated that the BPA will transfer ownership of its holdings to METRO. The BPA, in coordination with the Oregon Department of Fish & Wildlife, produced an analysis of existing conditions on this land in 1994.

In 1995, Portland area voters approved a bond issue for METRO Parks and Greenspaces. This bond issue authorized METRO to purchase lands to the north of the BPA holdings in Burlington Bottoms for protection as open space and wetlands preservation. The Burlington Bottoms area has potential as a wildlife viewing area which could relieve the

pressure of such recreational uses on the Sauvie Island Wildlife Refuge. The site is protected by the Willamette River Greenway Overlay Zone, which prevents all non-agricultural disruptions of the significant wetland area.

3. Sturgeon Lake (Score: 71-73 Points)

Sturgeon Lake is a maze of floodplain lakes influenced by the Columbia River. Inflow and outflow of this shallow-bottomed lake is through the Gilbert River. The lake area is 2,928 acres with an elevation of eight feet and occupies the middle of Sauvie Island. Water levels are determined by Willamette Valley and Columbia River tidal influences. The lake complex receives a lot of human use: bird watching, hiking, canoeing, fishing and seasonal hunting on some portions of the lake. Much of the land surrounding Sturgeon Lake is owned by Oregon Department of Fish and Wildlife and is managed as a refuge, primarily for water fowl. The oak woodlands of Oak Island border Sturgeon Lake to the west with agricultural land to the south.

Sturgeon Lake and the surrounding lands are zoned with the Significant Environmental Concern (SEC) overlay zone. This zone prevents all non-agricultural/forest disruptions of the significant wetland areas.

4. Multnomah Channel (Score: 65 Points)

Multnomah Channel, located on the west side of Sauvie Island, flows north from the Willamette to the Columbia River. The Channel is approximately seven miles long. The degree of slope and type and width of riparian vegetation varies along the channel. The greatest wildlife habitat function of Multnomah Channel is as a travel corridor. The water and adjacent riparian vegetation provide habitat for waterfowl, heron, cormorants and kingfishers. Human use of the channel is high, including several boat moorages, log rafts, day boaters and fishers.

Multnomah Channel is zoned with the Willamette River Greenway (WRG) zoning overlay district. This zone prevents all non agricultural/forest disruptions of significant wetland areas, and requires review of all development proposals for their impact upon such wetlands and wildlife habitat.

5. Dairy Creek, Gilbert River and Misc. Drainage ways (Score: 56 Points)

The riparian strips along the water features are predominantly black cottonwood and Oregon Ash dominated with alder, willow, cherry, hawthorn and big leaf maple. The wildlife habitat value of these riparian strips on Sauvie Island vary depending upon the width of the riparian strip and the adjacent land uses.

These waterways are mostly privately owned. The Gilbert River serves as the main drainage way for the Sauvie Island Drainage District's system. Both of these streams are zoned with the SEC overlay zone which protects the wetlands associated with them from non-agricultural development. "Related drainage ways" are not protected with the SEC

overlay zone, because they are of relatively insignificant value as wetland wildlife habitat.

6. Sand Lake (Score: 49 Points)

Sand Lake is a small isolated lake on Sauvie Island surrounded by agricultural land and houses. The land around Sand Lake is privately owned. Residents pump water in and out of the lake and have also treated the lake with chemicals to eradicate algal blooms. These activities effect the wildlife habitat value and use of the lake. Sand Lake is zoned with the SEC overlay zone, which prevents non-agricultural disruptions of the significant wetland areas.

7. Howell Lake (Score: 47 Points)

Howell Lake and the adjacent wetland are located north of the Bybee Howell House. The lake is primarily open-water with about 5% of the surface area covered with emergent aquatic vegetation. Adjacent land use is agricultural. The lake receives limited human use by bird watchers and visitors to the Bybee Howell House. Most of the wetland areas are part of the Bybee-Howell Park, administered by METRO. METRO is currently preparing a master plan for the park. The site is zoned with the Willamette River Greenway (WRG) zoning overlay district, which prevents all non- agricultural and non-forest disruptions of significant wetland areas.

8. Small lake near Wagonwheel Hole Lake (Score: 47 Points)

This small linear lake is densely vegetated with willow, black cottonwood and ash on one side and steep banks with red canary grass on the other. The impacts of diking, roads and fences limit the wildlife use of this site.

The site is privately owned. The SEC overlay zone which has been placed on the site prevents all non-agricultural disruptions of the significant wetland area.

9. Agricultural Ditches and Sloughs on Sauvie Island (Score: 37-40 Points)

The majority of the waterways bisect agricultural lands. The steep banks and dense mat of vegetation limit access to and from the water for some wildlife species. Water quality may be affected by chemical runoff from adjacent agricultural fields. Water levels in these ditches fluctuate seasonally.

These ditches and sloughs are privately owned. Some of the ditches are maintained by the Sauvie Island Drainage District, while the rest are the responsibility of individual property owners. These sites are not protected by the SEC overlay zone because of their small, fragmented nature, and the fact that they are all zoned for rural uses. Most are zoned Exclusive Farm Use, and any non-agricultural use must be approved through a conditional use permit process. Such a process would serve to protect significant wetlands from development or degradation.

10. Wagonwheel Hole Lake (Score: 37 Points)

This is a small body of open water at the northern limit of the county on Sauvie Island. The banks have been severely disturbed and are eroding. Human use, primarily fishing, is heavy. The site is mainly important due to its location between Sturgeon Lake and wetlands and Multnomah Channel to the west. Significant wetlands on this site are protected from non-agricultural disruptions by the SEC zoning overlay.

Natural and Environmental Resources Policies

POLICY 41: Explore and encourage opportunities to conduct selected dredging to increase depth, flows, flushing, and circulation action in Sturgeon Lake.

STRATEGY: Multnomah County shall implement this policy by forwarding it to the Oregon Department of Fish & Wildlife.

POLICY 42: Make recommendations and participate in the planning for Howell Park with METRO.

STRATEGY: Multnomah County shall implement this policy by participating in and reviewing the Howell Park Master Plan.

Summary of Staff recommended Policies

Sauvie Island Land Use Policies

POLICY 1: Support measures which will ensure that Sauvie Island maintains and enhances its agricultural diversity on Exclusive Farm Use lands.

POLICY 2: Multnomah County shall promote the appropriate establishment of farm stands and u-pick facilities which will support the agricultural economy of Sauvie Island.

POLICY 3: Include deed restrictions protecting surrounding agricultural practices as a requirement for dwelling approval in the Multiple Use Agriculture zoning district.

POLICY 4: Encourage property owners to protect their lands as wildlife habitat through the use of tax deferral programs, and allow switching of tax deferral status from agriculture to open space-wildlife habitat without penalty.

MULTNOMAH CHANNEL LAND AND WATER USE

POLICY 5: Assist METRO in development of a regional hiking, equestrian, and bicycle trail along Multnomah Channel south of Burlington Bottoms connecting to the Cornelius Pass rails-to-trails potential conversion, which runs in upland areas in the vicinity of Highway 30 and the existing Burlington Northern Railroad, and minimizes impacts to existing waterfront uses.

POLICY 6: The County should participate in educational information and programs to better educate channel users on safety issues and required laws including no wake and buffer zones.

POLICY 7: The County should recommend to the State Marine Board that all boaters be required to obtain licenses through the state prior to operating motorized marine craft over 25 horsepower including personal watercraft.

POLICY 8: (a) Multnomah County should make river patrol and enforcement of laws a higher priority to the Sheriff's Department.
(b) Multnomah County should make enforcement of zoning laws in the channel a higher priority to the Transportation and Land Use Planning Department.

POLICY 9: Multnomah County should begin studying the noise impacts of motorized watercraft in order to establish base levels of noise pollution in the channel.

POLICY 10: Multnomah County Comprehensive Framework Plan Policy 26 should be amended and rewritten so that moorages and marinas will only be permitted in:

1. The area where houseboats are currently permitted by Policy 26, and;

2. The existing Happy Rock, Sauvie Island, Parker, and Mayfair moorage sites.

POLICY 11: The County should develop and maintain a current inventory of all marinas and moorages.

POLICY 12: The County zoning code should be consistent with the County assessor and the state regarding the definitions of houseboats, boathouses and combos. For purposes of density calculations, "houseboats" shall be defined as 1) any houseboat, and 2) any boathouse or combo which is used as a residence (occupied 7 or more days per month).

POLICY 13: Multnomah County should adopt procedures requiring each existing moorage/marina to become a 'special plan area' under MCC 11.15.6600 at the initiation of the County to determine uses and densities allowed for each moorage on the channel. The special plan area designation would be required at the time of citation for a zoning violation from Multnomah County, or when the property owner requests an expansion or alteration, or for any new marina/moorage developments.

POLICY 14: The overall density for each existing moorage/marina shall not exceed the existing levels as measured by factors such as area and length of docks and number of slips (existing as of January 1, 1997). The actual number of slips for each moorage/marina shall be determined at the time a special plan area is approved for the moorage/marina. The specific plan will look at such things as 'legally existing' issues, non-conforming status and carrying capacity of the land to determine the number of dwellings and other uses allowed in each marina/moorage.

POLICY 15: Development on Multnomah Channel within Special Plan Areas shall be judged upon the following criteria.

Water Environmental

River Bank Protection - Development which protects the river bank from erosion caused by boat traffic.

Water Quality - Development which contributes to or does not significantly degrade water quality

Septic tanks/Sewage - Development which is more amenable to safe and sanitary sewage disposal, along with adequate upland facilities for disposal of sewage.

Wildlife - Development which contributes to or do not have a significant detrimental impact to the wildlife in the water.

Land Environmental

Development in Wetland - Development which does not impact wetlands.

Traffic Increase - Development which minimizes increases in traffic on moorage access roads, on railroad crossings, and onto Highway 30.

Parking - Development which minimizes the amount of parking area necessary.

Ground Water Quality - Development which minimizes impacts to ground water quality.

Need for Restroom Facilities - Development which minimizes the need for additional communal restroom facilities to serve the proposed uses.

Land Wildlife - Development which minimizes impacts to land wildlife.

Necessary Utilities - Development which requires fewer utilities to serve proposed uses.

Floodplain Development - Development which minimizes placement of permanent structures and uses in the floodplain.

Accessory Structures - Development which minimizes the need for accessory on-land structures to serve proposed uses.

Aesthetic

Vegetation on Land - Development which minimizes the loss of land vegetation.

Visibility of Shore - Development which minimizes changes to natural shoreline features.

Massing and Scale - Development which has a human scale or architectural quality to it.

Diversity/Rural character - Development which maintains the existing diversity and rural character of Multnomah Channel.

Lighting - Development which minimizes night lighting of uses.

Vegetation/landscape on Water - Development which minimizes its visibility from the Multnomah Channel waterway.

Safety

Contribution to Channel Traffic - Development which minimizes channel traffic.

Residential Link - Development with a permanent residence component which provides a human presence to both report emergencies and violations on Multnomah Channel.

Fire Hazard - Development which minimizes fire hazard.

Emergency Services - Development which minimizes the need for emergency services.

Economic - Development which provides economic value to Multnomah County in the form of assessment value and reduced need for public services.

Recreation

Contribution to Public Recreation - Development which contributes to public recreation opportunities on Multnomah Channel.

Cumulative Impacts

The cumulative impacts of the proposed development on the overall carrying capacity of Multnomah Channel shall be considered and minimized.

The criteria listed shall be weighed and balanced by the hearing body considering each Special Plan Area so as to determine the most appropriate intensity and type of development allowed within each of these areas.

In reviewing each Special Plan Area, Multnomah County shall consult with other relevant local, state, and federal agencies, including but not limited to the following agencies:

Division of State Lands

Oregon Department of Fish and Wildlife

Oregon Parks and Recreation Department

Oregon State Marine Board

U.S. Army Corps of Engineers

Metro Parks and Greenspaces

POLICY 16: Implement code language within the special plan area criteria that incorporates the more specialized ideas in these policies. This concept should be carried out with input from citizens on the channel and should include guidelines regarding

lighting, landscaping and architectural design within the special plan areas for development.

POLICY 17: Multnomah County should promote responsible recreational uses in the channel by allowing public access or boat launches to occur as part of any redevelopment.

Discussion: The other policies in this plan shall not be construed to discourage public access to the water from the land or vice versa.

RECREATION

POLICY 18: Encourage managers of the Sauvie Island Wildlife Area to post information signs regarding closures of areas to public use which explain why the area is being closed.

POLICY 19: Encourage Metro to purchase additional greenspace lands on the west side of Multnomah Channel in order to expand and enhance the Burlington Bottoms wildlife area.

POLICY 20: Promote recreational activities within the rural plan area which are complementary to natural and environmental resources identified pursuant to Goal 5 of the Statewide Planning Program.

TRANSPORTATION

POLICY 21: Recommend that the Multnomah County Bicycle and Pedestrian Advisory Committee has significant Sauvie Island representation.

POLICY 22: Have the Multnomah County Bicycle and Pedestrian Citizen Advisory Committee study and recommend to the Board of Commissioners short-term and long-term solutions to safely accommodate bicyclists, pedestrians, and motor vehicles on Sauvie Island including on-road bikeways, separated multi-use paths, and funding options.

POLICY 23: Update Policy 33B Marine Transportation System in the Comprehensive Framework Plan.

POLICY 24: Oppose placement of regional roadways in the Sauvie Island/Multnomah Channel Rural Area, should such roadways be under consideration by any regional transportation authority in the future.

POLICY 25: Review rural roadway standards to determine if 8-foot paved shoulder widths can be reduced to preserve the rural character of roads.

POLICY 26: Participate in a cooperative effort with the Sauvie Island Drainage District and the Army Corps of Engineers to study the dikes upon which public roads run including funding for dike improvements.

PUBLIC FACILITIES

POLICY 27: Study methods by which the Sauvie Island Rural Fire Protection District can be reimbursed for providing fire and emergency medical services to island visitors.

ENVIRONMENTAL QUALITY

POLICY 28: Coordinate promulgation and enforcement of air quality, water quality, lighting, and noise pollution issues with the City of Portland and the Port of Portland.

POLICY 29: Provide for safe and easy collection and disposal of sewage from marine uses in Multnomah Channel.

POLICY 30: Coordinate with the Division of State Lands to remove floating structures which are illegally sited and do not meet County zoning standards.

POLICY 31: Recommend that any fill generated as a result of dredging activities in the Columbia River be located on Sauvie Island only under the following conditions:

- To assist in flood control
- Not on designated wetlands
- Not on high value farmland unless placement of such fill improves a farm's soils or productivity
- In areas where it will not negatively impact wildlife habitat

NATURAL HAZARDS

POLICY 32: Make protection from flood waters the highest priority among competing uses on Sauvie Island.

POLICY 33: Encourage property owners to control vegetation along Sauvie Island levees through methods that are least environmentally damaging as determined by the Sauvie Island Drainage District.

POLICY 34: Post signs prohibiting trespass on drainage waterways where they intersect with public roads.

POLICY 35: Consider methods of alleviating the compaction effects of roadways on levees through relocation of such roadways or reconstruction of such roadways with additional fill under them to raise the levees.

POLICY 36: Support the Sauvie Island Drainage district in its efforts to control vegetation growth in the district's drainage canals.

POLICY 37: Assist the Sauvie Island Drainage District in reviewing and changing assessment practices order to encourage fair assessment of all properties on Sauvie Island

which benefit from the activities of the district.

POLICY 38: Take measures to protect Sauvie Island levees from bank erosion.

POLICY 39: Coordinate with federal and state agencies to remove hazardous debris from Multnomah Channel by preparing and implementing a program to remove such debris as a hazard to navigation and floating structures.

POLICY 40: Assist the Sauvie Island Fire Protection District in formulating emergency communication and evacuation plans for Sauvie Island.

NATURAL AND ENVIRONMENTAL RESOURCES

POLICY 41: Explore and encourage opportunities to conduct selected dredging to increase depth, flows, flushing, and circulation action in Sturgeon Lake.

POLICY 42: Make recommendations and participate in the planning for Howell Park with METRO.



Sauvie Island School District No. 19

14445 NW Charlton Road • Portland, Oregon 97231

Phone: 621-3426 Fax: 621-3384

June 17, 1997

To: Deborah Bogstad
Board Clerk
1120 S.W. 5th Suite 1515
Portland, Or 97204

From: Sauvie Island School District #19

Subject: Use of the School Building During The Summer

Please be advised that due to summer work hours, the custodian will not be on hand for evening meetings. In an effort to accommodate the building users, we have placed a key in a lock box located on the wall inside the garbage dumpster area next to the kitchen. The combination number to unlock the lock box is **# 543. PLEASE REMEMBER TO RETURN THE KEY TO THE LOCKBOX UPON YOUR LEAVING.** Please double check lights off, oven, burners off and all doors are locked, etc.

Thank You,

Eileen Fahey
Deputy Clerk

BOARD OF
COUNTY COMMISSIONERS
97 JUN 18 PM 4:28
MULTNOMAH COUNTY
OREGON



**BUILDING USE REQUEST
SAUVIE ISLAND SCHOOL DISTRICT 19
(503) 621-3354**

Date: June 9, 1997

The (organization) Mult. Cnty. Board of Commissioners requests the use of the (cross out unwanted) gym cafeteria kitchen on (day) WEDNESDAY (date) JULY 16 from (time) 6:00PM to 9:00 P.M. beginning ending
The purpose of this use is for PLANNING MEETING FOR SAUVIE ISLAND & MULTNOMAH CHANNEL

At the April 24, 1996 board meeting, the Board established a policy whereby individual requests for use of the building on weekends will be considered based on the district's ability to provide custodial service to allow for building entry, inspection, and exit security. Community use of the building shall be limited to the cafeteria and gym unless special needs are identified.

The user organization shall comply with the following:

1. It is agreed that the party or parties using the school facilities will exercise every care in protecting school property and in the event damage results from improper supervision, a fair adjustment will be made.
2. All authorized use of school grounds or facilities require the user to leave the grounds and/or facilities in a condition equal to or better than when authorized for use. User furnishes their own cleaning equipment/supplies.
3. The organization shall use extreme care to prevent any damage to school property and buildings and will assure adequate supervision of activity.
4. All litter, glass, etc., resulting from authorized usage will be removed at the user's expense immediately following the activity.
5. Any violation or wanton disregard of district policy or requirements will result in automatic forfeiture of future use requests.
6. The using organization and/or individual shall show proof of liability insurance for the requested activity.
7. User signs hold harmless statement.
8. User if provided a key shall return same to the district on the next work day.
9. Be it further understood that the district assumes absolutely no financial responsibility for any injury or accident, lawsuit, etc., that may occur during the user's tenure on grounds or facilities.
10. Alcohol is not permitted in the building or on the grounds and smoking is not allowed in the building.

Signature of Organization Representative: Deborah Bogstad

Submit this completed form to the school office no later than three days prior to desired facility use.

Use Approved By _____
Copies to: Principal
 Superintendent
 Organization Representative

DEBORAH BOGSTAD
BOARD CLERK
1120 S.W. 5TH SUITE 1515
PORTLAND, OR 97204

248-3277



Sauvie Island School District No. 19

14445 NW Charlton Road • Portland, Oregon 97231
Phone: 621-3426 Fax: 621-3384

n Date June 9, 1997

MULT. CNTY BOARD OF COMMISSIONERS agrees to indemnify and hold harmless the Sauvie Island School District 19, its agents, employees, or any other person against loss or expense, including attorney's fees by the reason of bodily injury, property damage, or personal injury arising out of the sole negligence of myself, my employees, or my organization. This agreement applies to my use or my organization's use of district facilities or any other obligation which I have arising out of the district's premises or operations.

It is further understood that I shall, at the option of the district, defend with appropriate legal counsel and shall further bear all costs and expenses, including expenses of counsel in defense of any suit arising hereunder.

Deborah L. Bogstad 6/12/97

Signature/Date

MULTNOMAH COUNTY BOARD OF COMMISSIONERS

Organization





METRO

7/16/97
JANE HART
SPEAKER #1
TESTIMONY

July 15, 1997

Multnomah County Board of Commissioners
1220 SW 5th Avenue
Portland, OR 97205

Subject: Sauvie Island/Multnomah Channel Rural Area Plan,
Mult. Co. Planning Commission Recommended Draft, June 2, 1997

Dear Commissioners:

Thank you for the opportunity to submit these comments regarding the Planning Commission's recommended draft for the Sauvie Island/Multnomah Channel Rural Area Plan (June 2, 1997). This testimony is provided on behalf of the Metro Regional Parks and Greenspaces Department. We commend the staff of Multnomah County's Division of Transportation and Land Use Planning, the Citizen Advisory Committee and the Planning Commission for their work to date on this proposed Plan.

Sauvie Island Land Use Policies

We are concerned that the underlying EFU zoning designation at Howell Territorial Park on Sauvie Island does not accurately reflect the historical, current and continued future uses of this property for park and outdoor recreation uses. The park has been in public ownership since the 1960's for the purpose of protecting it's unique natural and cultural resources for the public's use and enjoyment. A Metro Council approved master plan for Howell Territorial Park identifies future improvements and public uses including interpretive programs and activities, trails, wildlife watching facilities, new picnic facilities, wildlife habitat enhancement, a ranger residence, bird of prey rehabilitation and more. The County Planning Department has made a preliminary determination that two of the proposed uses, rehabilitating injured birds of prey and a ranger residence are non-conforming uses on EFU land. We believe that the underlying EFU zoning has never served the park's historical, current and proposed future uses.

Metro believes that the County zoning map and Comprehensive Plan and Code should be corrected to reflect the historical, current and future uses identified in the master plan and that those uses be allowed outright as opposed to requiring costly and time consuming land use review and approval processes.

Multnomah Channel Land and Water Use Policies

Background, Metro Regional Framework Plan, second paragraph: Replace with "Metro is in the process of preparing a growth management plan for the Portland metropolitan area, entitled the Regional Framework Plan. The Regional Framework Plan will include a component that addresses protection of natural areas, parks, and streams. In 1995, Metro received approval from voters in the region for a bond issue to purchase and protect regionally significant greenspaces, rail and greenway corridors. Following bond approval, an acquisition plan for the Multnomah Channel area was approved by Metro Council (June 1996) which identifies land acquisition priorities in the vicinity of the Burlington Bottoms wetlands. The bond measure also approved purchase of a railway corridor from near Multnomah Channel at the Portland city limits and over the Tualatin Hills along the Burlington Northern Cornelius Pass railroad alignment. That project is contingent upon the railroad company abandoning the railway section which has not yet occurred."

Policy 15:

A. Policy 15 does not include fish resources in any of the criteria. We recommended the following text changes (shown in italics):

1. Water Environmental

Fish and Wildlife - Development which contributes to or does not have a significant detrimental impact to the *fish* and wildlife in the water.

2. Land Environmental

Development in Wetland - Development which does not impact wetlands *and the fish, wildlife and other organisms dependent on the wetland habitat.*

B. Beneath the **Recreation** Criteria we recommend adding the following subcategory: *Protect Public's Right to Access and Utilize Public Waterway - Development which promotes and does not infringe on public's ability to access the public waterway (Multnomah Channel) for recreational purposes.*

Policy 17:

Subsequent to voter approval of the Open Spaces, Parks and Streams Bond Measure and Metro Council approved Acquisition Refinement Plans, Metro is in the process of acquiring land north of Burlington Bottom to protect natural resources and provide for public use and enjoyment. While Policy 17 promotes public access and boat launches "as part of any redevelopment." it should not exclude Metro's ability to provide public access and boat launches on those natural areas being acquired for public use and enjoyment in the area north of Burlington Bottom.

Recreation Policies

Background, Howell Park, corrections:

Howell Territorial Park is approximately 93 acres in size. Metro Council adopted a park master plan in April 1997.

Policy 19:

Add to end of sentence '*and allow for appropriate recreational uses*'.

Policy 20:

We are concerned about the phrase "identified pursuant to Goal 5 of the Statewide Planning Program". Metro is currently attempting to acquire certain lands north of Burlington Bottom along Multnomah Channel which may not have been identified and acknowledged as Multnomah County Goal 5 resource lands. However, they have been identified as part of the Greenspaces Master Plan and Metro Council approved Acquisition Refinement Plans tied to the Opens Spaces bond monies. We recommend that Policy 20 include regionally significant natural areas adopted in the Greenspaces Master Plan and lands approved in Metro's Acquisition Refinement Plans.

Natural Hazards Policies

Policy 33:

We recommend changing Policy 33 by adding *in coordination with Oregon Department of Fish and Wildlife* to the end of the sentence.

Policy 38:

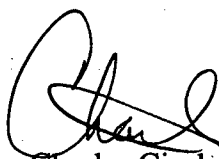
Add to the end of sentence... '*in a manner that protects fish and wildlife habitat and passage*'.

Policy 39:

We would like a clarification of what constitutes hazardous debris. Woody debris is beneficial to fish and wildlife and an important element of habitat.

Thank you again for the opportunity to provide these comments. Please feel free to call Jane Hart (797-1585) at Metro Regional Parks and Greenspaces if we can be of further help in development of policies for the Sauvie Island/Multnomah Channel Rural Area Plan.

Sincerely,



Charles Ciecko, Director
Metro Regional Parks and Greenspaces

cc: Mike Burton, Metro Executive Officer



Happy Rock Moorage

7/16/97
Ginger Curtis
SPEAKER #3
TESTIMONY



23548 N.W. St. Helens Rd

Portland, OR 97231

(503) 543-7464

July 16, 1997

To: Department of Environmental Services
Transportation and Land Use Planning
2115 S.E. Morrison Street
Portland, Oregon 97214-2865

Re: The Multnomah Channel and Sauvie Island Rural Area Plan

The first item I would like to address is a misleading statement that some Mult. County officials have been making about Happy Rock Moorage. When they have been approached about the Happy Rock issue, their reply has been that the problem is that we are an illegal moorage. This is not true!

We are a legal moorage that in the opinion of the Multnomah County Planning Commission is in violation of its permit. To say that we are illegal is to imply that we are a squatter moorage. We are not!

We just renewed our 20 year lease with the Division of State Lands.

We have all the proper permits from the Corp. of Engineers.

We have a DEQ approved sewage system. In fact, We voluntarily let Ann Cox from DEQ do an on site inspection of our sewage system this year and also let her go into every floating structure on our moorage and she gave us an excellent letter of approval.

The Scappoose Fire Department has given us their approval.

Our access road has a legal egress and ingress rights that was just reinvestigated two years ago by an attorney because a moorage neighbor made false claims.

We have adequate parking.

And I can say with all honesty and pride that we have one of the most attractive and clean moorages around. From the beginning we have never polluted the waters of Oregon.

Now I would like to speak about the RAP Plan Citizens Task Force next. We presented our case on our grandfather rights to the task force. They agreed 100% percent that we should be grandfathered. In the plan you have before you those grandfather rights have been taken out. Instead the Special Area Permit has been added. And I believe this was never even presented to the task force.

I have been involved with members of the DSL task force. I have talked with people on previous task forces and I'm beginning to wonder. I'm beginning to wonder if task force groups are just a method to pacify the public into thinking they had a part in it. If the vote had been 50/50 or 40/60 I could see the County making the final decision. But to ignore a vote of 100% is rather astounding.

So, now we have a Special Area Permit Plan and some pretty good general criteria instead. You probably think, well, you should be happy with this. It could solve your problem. Maybe, Maybe not. How can I support a plan whose final criteria will not be written into the zoning code until after it is approved.

Let's talk about the window of time here. In numerous conversations with the County I have been told that it could be a year before the zoning code for this plan is done and we could apply. The RAP plan was to take a year and it is two years or more and it is not finished. So, judging on past performance we could be looking at one to two years before we know if it will solve our problem.

We have already lived with this violation for almost four years and now we might have to wait another two years!

During that time, as during the last four years, our tenant's houses will have no value. It will be difficult for them to sell them because no bank will loan on them. A houseboat that has no guaranteed spot has no value. Those who have sold had to sell at a lower value because of the violation.

If one of our tenants has a financial disaster or medical emergency, they cannot borrow on the equity of their home.

When I asked why the the grandfathering was taken out, the county said they were afraid that some squatter moorage could be legalized by it. How? The way it was to be phrazed was: "Happy Rock Moorage, Sauvies Is. Moorage and Mayfair Moorage whom have approval from all other regulatory agencies other than Mult. Co. Planning Commission shall be grandfathered as of January 1, 1997." I cannot see how this would allow squatters to fall between the cracks.

The other comment I heard from some county officials was that they were not comfortable with grandfathering an illegal use.

First, I believe if they check their records they will find that they have already. There are other moorages who have never actually been legal that are existing with no violation over their heads.

UNCOMFORTABLE ! I'm uncomfortable about many things that have gone on!

I'm uncomfortable - that in 1977 when we were approved to expand the southern end of our moorage and in the approved permit, under the history of the site, it states: "Development existing on the property consists of a boat ramp, gravelled parking area, restrooms, moorage spaces, boathouses and a caretaker's houseboat." But now the county says we can only have one caretaker's house.

I'm uncomfortable - that we were left out of policy 26 in 1980 and no one knows why.

I'm uncomfortable - that in 1983 the county amended the Comprehensive Plan and that amendment clearly grandfathered the houses at our moorage because there was no other reason for the amendment, but the county says now we can only have one caretakers house.

I'm uncomfortable - that in 1994 the county sent us a letter stating that we must get rid of twenty houses in sixty days or start legal action. So, instead of pushing twenty houses out into the channel, we have spent well over 55,000.00 dollars on attorney bills in three years, without any resolution.

I'm uncomfortable - with the fact that in 1989 when we hired an appraisal firm to set a monetary value on the moorage, so we could buy out our pardners and they contacted a county agent he said these houses were grandfathered. We bought out our pardners on that information.

WE WERE EXTREMELY UNCOMFORTABLE - when the windstorms preceding the 1996 flood took out 16 pilings, leaving us tied to trees on shore, almost damaging houses, and putting our tenants lives at risk because we had a violation over us and could not get a loan to replace the pilings.

I'm uncomfortable - with the fact that on December 5, 1995, we received a letter approved by all the Multnomah Co. Commissioners that stated they agreed that our houses were grandfathered under the 1983 amendment and then on August 15, 1996, we received a letter that said the December letter was a mistake and we were again only allowed one caretaker's house. This was after we had taken out a SBA diaster loan for \$65,000.00 to replace pilings and flood damage.

And yet, the county who has the authority to grandfather us and settle this issue right now is uncomfortable with grandfathering an illegal use. Somehow I do not follow their logic. It would surely have cost and still would cost the taxpayers less money.

So, what do I want? I say leave the Special Area Permit in the RAP plan. It could be beneficial in correcting many problems.

But, also reinstate Happy Rock's grandfather rights. We are the only moorage who has suffered emotional, physical and financial harm and will continue to suffer until this violation is lifted. Am I asking to much? I don't think so! We have been held hostage by the county for almost four years. Turn us free! Give us our grandfather rights back and let us live in peace again at Happy Rock.

7/16/97
Bill Casselman
SPEAKER # 5
TESTIMONY

July 16, 1997

Att: Board of County Commissioners

SUBJECT: C 6-95 Sauvie Island/Multnomah Channel Rural Area
Plan

Dear Commissioners,

As a member of the Sauvie Island/Multnomah Channel Rural Area Plan Citizen's Advisory Committee, a owner of waterfront property on the Multnomah Channel for 20 years, a builder of three moorages and Owner - Operator of a Houseboat/Boathouse moorage and a Sailboat moorage, I could be considered a stake holder in the future of the Multnomah Channel. Couple that with a 20 year oversight of what has happened to the Channel over those years makes me a concerned citizen. As a member of the Waterfront Owners and Operators of Oregon, we have for the last three years attended meetings, organized boat trips, and worked with all affected agencies concerning the problems and future of this area.

I support the staff recommended draft by the Multnomah County Staff pulling together the concerns of the various factions represented by the advisory comity and citizens attending the meetings. The overwhelming thing was preservation while meeting the recreation needs of an expanding population. Even the E.P.A. recommended in their report that existing facilities be maximized to minimize future expansion requirements.

Policy 12 creates a vacation status for boathouses allowing them to be used for that purpose. This would allow them to use the sewage collection on the boathouse instead of dumping into the river or traveling to a distant pump station. NOTE Under present code If a boathouse has a sewer connection it is considered a Houseboat which puts the moorage owner in violation of density. (This does not make sense.)

The moorage community has lead the way in preserving the Multnomah Channel. We realize that a workable, flexible, zoning structure is necessary to accomplish that. The moorage provides public access, services, safety, electric, sewage, water, garbage collection, road access, parking and pays taxes on those investments.

GREAT JOB STAFF.

Yours Truly,



Bill Casselman Phone 503-543-5183
Casselman's Cove, Inc. and Casselman's Wharf, Inc.

SPEAKER # 6
JAN HAMER
TESTIMONY

July 16, 1997

TO: The Multnomah County Board of Commissioners

RE: Sauvie Island/Multnomah Channel Rural Area Plan
Comments on Planning Commission recommendations dated June 2, 1997

Dear Commissioners:

I have been an active participant since the beginning of this Rural Area Plan and a member of the Citizen's Advisory Task Force. I own River's Bend Marina located on the Multnomah Channel (right at the county line). Through the numerous public and sub committee meetings, I feel the Task Force and participating citizens developed a philosophy and consensus of protecting the Island and Channel while recognizing the need to manage some growth and use in both areas. Particularly in the Channel, the need to maximize existing facilities within Policy 26 and each marina's existing boundaries was also built into this plan.

I also feel the staff and Planning Commission did an excellent job of converting the Citizen and Task Force recommendations into this plan.

SPECIFIC MULTNOMAH LAND AND WATER USE POLICY COMMENTS:

Policy No. 12

These structures that are used as casual and weekend recreation, can be easily managed through the marinas' lease program.

Policy No. 13, 14, 15 and 16

This combined program could allow some very site specific growth within each marina's existing boundaries while measuring the overall impact of the area. It is very important to note two issues here:

- 1) Most of the boat traffic on the Channel is not moored in the Channel, but cruises in from the Metro Area. Each marina stops the bank erosion where they are located.
- 2) All moorages and marinas in the Channel provide for most of the remaining public use and access to the Channel.

I respectfully ask the Board of Commissioners to support all of the Sauvie Island/Multnomah Channel Rural Area Plan and Policies.

Sincerely,



Jan R. Hamer
River's Bend Marina
Phone 503-543-6223

7/16/97

LETTER READ BY SPEAKER
#7 Betsy Charlton Powell

7/16/97

Multnomah County Planning Commission
Board of County Commissioners
1120 SW 5th
Portland, OR 97204

To whom it may concern:

Re: Cell Tower as a Land Use Issue on Sauvie Island

My name is Cherie Sprando and I served as a task force member on the Multnomah County Sauvie Island/Multnomah Channel Rural Area Management Plan. This task force met monthly from January of 1996 through January of 1997. It dealt with all the issues that have been and are currently affecting Sauvie Island and the Multnomah Channel, but one.

AT & T began negotiations with the Sauvie Island Grange to locate a cell tower on their property behind the school on Charlton Road in the middle of 1996, concurrently with the task force meetings. There was never any mention of a potential cell tower location on Sauvie Island. A major negotiator for the Grange was even a task force member.

This is a major land use issue. It should have been an issue brought before the task force and all the citizens to discuss and come to a recommended policy conclusion like all the other issues. Sauvie Island has been an environmentally sensitive, intensely protected area from the onset of the first comprehensive plan. It would be a great oversight to not amend the proposed Rural Area Plan with a policy addressing cell towers, or any such type of utility tower which so greatly impacts the Island's integrity.

It is quite well established, to date, that when one cell tower is allowed, others will follow. A precedence, such as a cell tower on Sauvie Island, is an open door to allow future degradation of the Island's scenic, rural, agricultural nature, and rolling, unobstructed low topography.

Please do not let this one issue escape your attention. Sauvie Island is not an appropriate location for cell towers of any kind. Please amend the Rural Area Plan to establish a moratorium against construction of any kind of cell tower that significantly impacts the scenic beauty and rural characteristics of Sauvie Island.

Thank You

Cherie Sprando





Happy Rock Moorage

23548 N.W. St. Helens Rd

Portland, OR 97231

(503) 543-7464

July 21, 1997

To: All Multnomah County Commissioners

Re: Multnomah Channel/Sauvies Island Rural Area Plan
Additional written testimony for Happy Rock Moorage

I would like the following information added to Happy Rock Moorage's written testimony. I did not feel it was in good taste to present this in my oral testimony at the Rural Area Plan on July 16, 1997.

It has been brought to my attention in the last few years through conversations with county officials and our attorneys that the main complaint against Happy Rock Moorage is Rich Tonneson of Rocky Pointe Marina and some county officials have indicated that he does have a valid argument. I believe IF the county intends to consider Mr. Tonneson's argument in making their decision on Happy Rock Moorage's future then it is important that they make sure his statements are completely true.

Mr. Tonneson's argument is one of discrimination. He claims that his reason for maintaining such a tenacious stand against our grandfather rights being honored is because he had to spend thousands of dollars to put his moorage into compliance with Multnomah Co. Planning Commission and other regulatory agencies. I would like you to consider this:

Mr. Tonneson did not to my knowledge bother to check the legal status of Rocky Pointe Marina before he purchased it. If he had he would have known it was out of compliance and he could have negotiated that factor in his purchase price.

We did have an appraisal firm check out our status before buying out our partners half of the moorage.

If you were to have Mr. Tonneson break down where this money he spent went, you would find that a small percentage of what he claims actually went to put the moorage into compliance (And on the river there is real doubt that he is in complete compliance). The greater percentage was used to reconfigure and expand the existing moorage.

If Mr. Tonneson is indeed interested in equality. Why hasn't he been upset by the squatter moorage which is about four moorages down from him. Or that the moorage next to

him has floating homes with no permit on file for floating homes.

He has maintained a constant war with Happy Rock Moorage. Why? We don't know for sure but it has to be one of the following or all of the following:

1. He wants our land to expand his moorage and would like to see our business fold or us to have emotional breakdowns so he could purchase it through a straw person.
2. He wants our houseboats.
3. He has a vendetta against us because we have tenants who moved from his moorage to ours. In fact, everytime a spot has come up at Happy Rock Moorage, someone from Rocky Pointe Marina applies to move here.

Mr. Tonneson immediately made false claims against Rivers Bend Marina after seven or eight houses moved from Rocky Pointe to River's Bend. Jan Hammer, owner of River's Bend, can testify to this. Mr. Tonneson made a complaint against Casselman's Wharf when a house from his moorage moved to Casselman's Wharf. Bill Casselman, owner of Casselman's Wharf, can testify to this.

In conclusion, I would just ask the commissioners to investigate Mr. Tonneson's arguments if they intend to let his claims affect their decision on the fate of Happy Rock Moorage.

Thank you,

Curt and Ginger Curtis
Happy Rock Moorage



Happy Rock Moorage



23548 N.W. St. Helens Rd

Portland, OR 97231

(503) 543-7464

Fax 503-543-5521

To: ALL Multnomah County Commissioners
(3 pages including cover)

Please contact us as soon as possible
on the following problem.

Thank you

Ginger Curtis

BOARD OF
COUNTY COMMISSIONERS
97 JUL 22 PM 12:07
MULTNOMAH COUNTY
OREGON



Happy Rock Moorage

23548 N.W. St. Helens Rd

Portland, OR 97231

(503) 543-7464

July 22, 1997

To: Multnomah County Commissioners

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 JUL 22 PM 12:07

Curt and I applied for a Grading and Erosion Permit a Willamette River Greenway Permit on 6/11/97 to fill two low spots on our access road to prevent our road from flooding and repair damage caused by two years of high water. This would insure that our access road to our business would be accessible during the highwater times that Oregon has been having and provide access for fire and emergency vehicles.

Many moorages are having trouble lately. Two other moorages applied too. Fred's Marina and Rocky Pointe Marina have been granted their permits. Our permit is now sitting on Sandra Duffy, legal consul's desk.

On Monday 7/14/97 or Tues. 7/15/97 I contacted Susan Muir because the thirty day waiting period was over. She said the applications were approved with conditions, of course, and that the papers would be to us 7/18/97 or 7/21/97. Friday 7/18/97 a message on our answering machine stated that she was sorry but she was told to turn over the application to Sandra Duffy.

Now I am new to this process but it is my understanding that the County has to notify us in 30 days (that 30 days was up 7/11/97 if there were any problems or additional information needed. I also was under the impression by Willamette River Greenway WRG rule 11.15.6364 item "B" that

"Within ten business day following receipt of a completed Greenway permit application, the Planning Director shall file a decision with the Director of Environmental Services and shall mail a copy of the decision to the applicant and to other persons who request the same."

I contacted Sandry Duffy's office and was told she could not speak with me because of the lawsuit pending. First, this application has nothing to do with the litigation. Second, a letter of the reasons she has it in her office explaining any problems could have been faxed to me. I'm told that I must have my lawyer contact her. I was trying to solve this without any additional attorney fees. Fred's Marina and Rocky Pointe Marina never had to have the legal consul review their applications.

If legal consul is reviewing my application just to make sure Happy Rock is treated fairly I have no problem with this. If there are other reasons I have the right to know.

Our concern and wish for an immediate response on our application is because we need to begin work as soon as possible. This is the proper weather time for the project. Also we have been told due to a dam needing repair in Idaho and the fact they need to drain the reservoir there is a chance of more high water. The water is low now and we need to take advantage of this fact.

Is it possible for your office to provide us with some immediate information regarding this issue.

Thank you so much for your time.

Curt and Ginger Curtis
Happy Rock Moorage

SAUVIE ISLAND/MULTNOMAH CHANNEL RURAL AREA PLAN CHANGES TO PLANNING COMMISSION RECOMMENDATION

Changes made at July 16, 1997 first reading of the ordinance:

Page 7, second paragraph under **Background**, *Metro Regional Framework Plan*

Metro is in the process of preparing a 50-year growth management plan for the Portland metropolitan area, entitled the 2040 Regional Framework Plan. The Regional Framework Plan will include a component that addresses protection of natural areas, parks, and streams. As part of this 2040 plan, Metro has adopted a Greenspaces Plan. This plan would preserve significant natural areas in and around the Portland Metropolitan area, and develop a regional trail system among and between them. Land along Multnomah Channel is designated as a significant natural area, and purchase of additional open space lands in the vicinity of the existing Burlington Bottoms property owned by the Bonneville Power Administration is identified on the adopted map as a specific project which would implement the Greenspaces Plan. The adopted map also shows a future regional trail along Multnomah Channel from the Portland City Limits north to Burlington Bottoms, then turning westward to head up the Tualatin Hills along the Burlington Northern Cornelius Pass railroad alignment. In 1995, Metro received approval from Portland area voters in the region for a bond issue to purchase and develop protect regionally significant greenspaces and regional trails rail and greenway corridors. Following bond approval, an acquisition plan for the Multnomah Channel area was approved by Metro Council (June 1996) which identifies land acquisition priorities in the vicinity of the Burlington Bottoms wetlands. The bond measure also approved purchase of a railway corridor from near Multnomah Channel at the Portland city limits and over the Tualatin Hills along the Burlington Northern Cornelius Pass railroad alignment. That project is contingent upon the railroad company abandoning the railway section which has not yet occurred.

Page 13, Policy 15 Criteria, **Water Environmental**, fourth criterion

Fish and Wildlife - Development which contributes to or does not have a significant detrimental impact to the fish and wildlife in the water.

Page 13, Policy 15 Criteria, **Land Environmental**, first criterion

Development in Wetland - Development which does not impact wetlands and the fish, wildlife, and other organisms dependent on the wetland habitat.

Page 14, Policy 15 Criteria, **Recreation**, new criterion added

Protect Public's Right to Access and Utilize Public Waterway - Development which promotes and does not infringe on public's ability to access the public waterway (Multnomah Channel) for recreational purposes.

Page 15, Policy 17

POLICY 17a: Multnomah County should promote responsible recreational uses in the channel by allowing public access or boat launches to occur as part of any redevelopment or development of public recreation facilities.

Discussion: The other policies in this plan shall not be construed to discourage public access to the water from the land or vice versa.

STRATEGY: Multnomah County shall implement this policy as part of the Special Plan Area process and the community service review process for public park development.

Page 16, HOWELL PARK

Howell Park, located on the east side of Sauvie Island Road north of the Sauvie Island bridge, consists of approximately ~~440~~ 93 acres. The Metro Council adopted a park master plan in April, 1997.....

Page 17, Policy 19

POLICY 19: Encourage Metro to purchase additional greenspace lands on the west side of Multnomah Channel in order to expand and enhance the Burlington Bottoms wildlife area and allow for appropriate recreational uses.

Page 17, Policy 20

POLICY 20: Promote recreational activities within the rural plan area which are complementary to natural and environmental resources identified pursuant to Goal 5 of the Statewide Planning Program and regionally significant natural areas adopted in the Metro Greenspaces Master Plan and lands approved in Metro's Acquisition Refinement Plan.

Page 30, Policy 33

POLICY 33: Encourage property owners to control vegetation along Sauvie Island levees through methods that are least environmentally damaging as determined by the Sauvie Island Drainage District in coordination with the Oregon Department of Fish and Wildlife.

Page 30, Policy 38

POLICY 38: Take measures to protect Sauvie Island levees from bank erosion in a manner which protects fish and wildlife habitat and passage.

Page 31, Strategy related to Policy 39

STRATEGY: Multnomah County shall implement this policy by requesting the Division of State Lands, the State Marine Board, and the Army Corps of Engineers participate in preparing a joint program to remove hazardous debris from Multnomah Channel. Hazardous debris does not include smaller woody debris from downed trees and shrubs which is beneficial to fish and wildlife.

**Changes Recommended for adoption at the second reading of the ordinance
on August 7, 1997**

Cellular Tower Issue

Due to the problems related to the issue of moratoriums on development applications in rural areas (County Counsel will elaborate), staff recommends the following additional policy and strategy regarding cellular towers:

Policy 27a: Multnomah County shall adopt revisions to its zoning ordinance to specifically address cellular telephone tower facilities on Sauvie Island and in other rural unincorporated areas.

Strategy: Multnomah County shall implement this policy through the work program of the Division of Transportation and Land Use Planning.

**ORAL TESTIMONY
Sauvie Island/Multnomah Channel Rural Area Plan
8/7/97**

Good morning. My name is Julie Cleveland, I live at 27448 NW St. Helens Rd, Scappoose, Oregon. I am a houseboat owner at Happy Rock Moorage and River's Bend Marina along Multnomah Channel.

First off, I would like to thank Commissioner Collier for lending us her assistant, Don Carlson, for an afternoon. And I would like to thank Mr. Carlson for touring several of the moorages with us and listening to our perspective on how to make the Special Plan Area outlined in the Sauvie Island/Multnomah Channel Rural Area Plan an exceptional management tool.

Well, this is it. The last opportunity I will have to advocate for my community, for my friends and neighbors, and the moorages & marinas the county embraces along the channel. People have asked why are you doing this for Happy Rock since you no longer live there. People have said I am crazy for putting all of my time and effort into challenging the County. People have told me I am wasting my time since I no one is paying me for my efforts. But those people are not River People.

River People understand, they know what is at stake. River People have been behind me, supported me, and aided me in my efforts because they know our quality of life, our neighborhoods, our homes are in jeopardy of being lost.

I am River People, that is why I am here today.

Your decision today, will affect more than Happy Rock Moorage. It will have a direct financial impact in most of the moorages & marinas

along the Channel.

When I last spoke with you, I presented to you data I compiled from County files concerning the number of moorages & marinas and houseboats that would be affected by the Special Plan Area. Well the most recent data in those files came from 1993 tax assessor records.

What my friends and neighbors and I have done in the last two weeks was collect more recent data for you to base your decision on. And we compiled it in this publication that I hope you have all found time to review.

We pulled the 1996 tax assessor records and did an independent site survey of all the moorages & marinas from the County line to Fred's Marina. Based on the county houseboat criteria, density criteria, and the county's present interpretation that only legal uses ie ones that have been previously permitted are allowed; we found 11 out of the 14 houseboat moorages along the channel are out of compliance. Six of the moorages have never been permitted for houseboats. Yet, like Happy Rock, many of these moorages & marinas have been told over the years by County planners that they are in compliance.

We discovered that the county planning director, county counsel, and code enforcement officer have strayed from the county planners and their predecessors in their interpretation of Policy 26.

We have documented evidence from county files that identifies the county has allowed houseboat without permits, increased density because code enforcement was lax... and granted a density variance. These are the rule the game has been played by since 1977. Well you can't change the rules in the middle of the ball game and say this is the

way it's going to be. The precedence has already been set.

But we can make a management plan for the Channel that works without creating a gridlock on the county's financial and human resources in an effort to enforce the SPA . We can make a management plan for the Channel that works without creating undue financial and emotional hardship on moorage & marina owners and houseboat owners.

We can make the SPA work by adding a few fundamental building blocks to support it; to get us all back in the ball game. What are these building blocks?

Well, first, we must have an accurate inventory ASAP of all moorages and marinas along the channel, including the squatter moorages that we left out of our publication. This inventory should be done in cooperation with moorage & marina owners....and it should be an annual event.

Along with this, we need to start out on a clean slate by allowing all moorages and marinas that presently have all other agency permits to operate at the levels of use and development that existed as of January 1, 1997. The exception being Mayfair Moorage. Mayfair only had 17 houseboats on this date but the County allowed 18 in previous documents.

Next, we need to establish a method of code enforcement that is done with both research in the office and on site inspections. Not solely complaint driven enforcement.

We also need to find a way to create a workable data base for the moorage & marina files as a loss control measure. This would make it easier for planning staff and the public to access information they need.

Finally, let's appoint an ongoing Citizen Advisory Committee, comprised of moorage & marina owners, boat owners, and houseboat owners, from Multnomah Channel, to help educate others on the Channel as well as aide and inspire the County in its management efforts.

If we can incorporate these building blocks as the foundation for the Special Plan Area; then we have created a successful management tool that will work with the least amount of hardship for all parties involved.

Now, there has been a lot of discussion about Policy 26 from the Comprehensive Framework Plan. But I would like to remind the commissioners, that this is just one of many policies that must be equally weighed in governing moorages and marinas.

In making your decision today, I would like to ask you to think of Policy 21: Housing Choice. This is the county policy that supports and assists in the provision of an adequate number of housing units at price ranges and rent levels affordable to the region's households and to allow for variety in housing location, type and density. In this policy the county states it will reevaluate its regulations and, where possible, streamline or eliminate requirements to reduce development costs, and take a direct role in conserving the existing housing stock.

Finally, you may have noticed I have not mentioned the word "GRANDFATHER" in my speech. I do not want to impede the progress we have made on semantics. We can achieve all of our goals AND preserve and protect my neighborhood, Multnomah Channel, if we just work together. Thank you for your time.

####

TANYA COLLIER
Multnomah County Commissioner
District 3



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

Date: August 6, 1997

To: Commissioner Tanya Collier

From: Don Carlson *DC*

Re: Board Agenda Item R8: Adoption of the Sauvie Island/Multnomah Channel
Rural Area Plan

The purpose of this memo is a response to your request for a review and recommendation on this agenda item. You asked me late last week to review the matter and I have done my best to get backgrounded on the issues and talk to as many of the persons interested in this matter as possible. In my investigation I have reviewed the Staff Reports for both the July 16th and August 7th Board Meetings. I have reviewed the file of information provided to our office, much of which is correspondence from various affected parties. I have discussed the issue with Kathy Busse and Gordon Howard from the County Planning Staff and Sandra Duffy from the County Counsel's Office. I have talked with Bill Casselman, owner of Caselman's Cove and Wharf; Jan Hamer, owner of the Riverbend Moorage; Curt and Ginger Curtis, owners of the Happy Rock Moorage; Rich Tonneson, owner of the Rocky Point Marina; and Julie Cleveland, a resident of the Riverbend Moorage.

Based on my investigation, I recommend that you present to the Board of County Commissioners an amendment to the proposed Plan which would implement the recommendation of the Sauvie Island/Multnomah Channel Citizen's Advisory Committee to accept as non-conforming uses the existing moorage's/marinas as long as all other needed permits are in hand. The specific language is as follows:

Policy 10: Multnomah County Comprehensive Framework Plan Policy 26 should be amended and rewritten to include the following:

1. That the area occupied by Happy Rock Moorage, Sauvie Island Moorage, Parker Moorage and Mayfair Moorage be included with the ~~AREA~~ where houseboats are currently permitted under Policy 26;
2. That those named moorages are to be treated as nonconforming (permitting continuation of the use and level of intensity now in existence) if proof of all required permits, as identified by the County (Department State Lands, Army Corp of Engineers, Department of Environmental Quality, State Health Department and appropriate fire authority), other than County land use permits, is given to the County Planning Department;

3. That those moorages currently in the Policy 26 area for house boats are to be treated as nonconforming uses to the extent that development (number of houseboats) exceeds those authorized by land use permits, if proof of all required permits, as identified by the County and listed in Section 2 above, other than County land use permits, is given to the County Planning Department;

4. That an inventory of each moorage identified in Sections 2 and 3 above is to be undertaken within 60 days of the effective date of the adoption of the zoning code enactments implementing Policy 26. This inventory may be performed by the County, or prepared by each moorage and verified by the County;

5. That if any moorage is subsequently in violation of any non-County permit, of County zoning codes enacted after the effective date of amended Policy 26 and implementing measures, then that moorage must meet all applicable zoning codes in effect at that time;

6. That if those moorages which are deemed nonconforming subsequently seek a modification or alteration of their inventoried nonconforming use, they must meet all applicable zoning codes in effect at that time; and

7. That this action does not set a precedent for acceptance of any unauthorized land use in the jurisdiction of the County. That this action by the Board is done in the context of the adoption and speedy, practical implementation of the Sauvie Island/Multnomah Channel Rural Area Plan.

Attached for your consideration is information to illustrate how this policy would work. I have used for this example the Happy Rock Moorage (HRM). Currently, the HRM is outside of the area designated in Policy 26 for a moorage where houseboats are permitted and adoption of the Plan would place the HRM within the permitted area. The County would then enact any necessary zoning code amendments to implement the amended Policy 26. Within 60 days of the zoning code amendments, the County would either do an inventory or have the HRM owner do an inventory to 1) determine the level of existing development to be accepted as a nonconforming use (number of existing dwelling units); and 2) receive proof that the non-County permits have been obtained. If these two things are done and verified by the County then the HRM nonconforming use would be accepted.

HRM's current permits are attached to illustrate the kind of documentation that would be required. **Exhibit A** shows the cover letter from the Division of State Lands that the HRM has a waterway lease good through July 1, 2016. The actual lease was not included in this document because of its length. Exhibit A also shows HRM's proof of paying the annual lease payment.

Exhibit B provides the Department of Environmental Quality permit for HRM's subsurface sand filter sewage disposal system. The permit was issued in August 1982. Also included in Exhibit B is correspondence from the enforcement agencies (DEQ contracts with the City of Portland for subsurface enforcement) indicating recent inspection activities on the system.

Exhibit C shows Army Corp of Engineer permits for the construction of moorage facilities. They include permits for pilings, floats and rip rap material along the bank.

Exhibit D is a letter from the Scappoose Rural Fire Protection District dealing with the access road to the moorage. The Fire District is not requiring any additional improvements at this time but will do so if additional development occurs.

In regard to water service, HRM does not provide a community water system. Each existing residence is responsible for their own water needs. Most, if not all, have individual filtration systems in their dwelling units. If HRM operated a community water system, it would do so under a permit from the State Health Division.

This recommendation provides a reasonable alternative to that of the Planning Department. The Planning Department has recommended the use of Special Planning Areas (mini master plans) to achieve compliance with land use policies. In my discussions with the Department, they have indicated that it would be possible for the Board to authorize the existing levels of development in the various moorages after the planning process has been completed. Part of the planning effort is to determine that adequate services are available and all permits are in hand. It has been pointed out by Ms Julie Cleveland in a separate document that there may be as many as 11 moorages which will need to go through the SPA process. The Staff Report indicates that the Happy Rock Moorage SPA process could take up to 6 months to complete. I have a concern that the County does not have the ability to take on additional work to make sure all these plans get done and to do other rural area code enforcement. The process in my recommendation, if properly implemented, will get us essentially to the same place. It will also make it possible to end a great deal of confusion and uncertainty within a reasonable time frame.

cc: Board of County Commissioners
Sandra Duffy
Kathy Busse
Bill Casselman
Julie Cleveland
Curt and Ginger Curtis
Jan Hamer
Rich Tonneson

EXHIBIT A

Oregon

DIVISION OF
STATE LANDS

STATE LAND BOARD

JOHN A. KITZHABER
GovernorPHIL KEISLING
Secretary of StateJIM HILL
State Treasurer775 Summer Street NE
Salem, OR 97310-1337
(503) 378-3805
FAX (503) 378-4844
TTY (503) 378-4615

October 18, 1996

CW CURTIS
HAPPY ROCK MOORAGE
23548 NW ST HELENS ROAD
PORTLAND OR 97231

RE: State Waterway Lease ML-10444

Dear Mr. Curtis:

Enclosed is your copy of the fully executed state waterway lease ML-10444, covering the period August 1, 1996, through July 31, 2016.

If you have any questions, please call me at 378-3805, extension 240.

Sincerely,

Debi Cox
Resource Coordinator Assistant
Field Operations

sign.doc

Enclosure

2

***** INVOICE *****

TO: CURTIS C W
HAPPY ROCK MOORAGE
23548 NW ST HELENS ROAD
PORTLAND OR 97231

LEASE NUMBER	DUE DATE	PERIOD	CHARGES	AMOUNT DUE
ML 10444	08/01/97	One Year	1,480.00	1,480.00
TOTAL				1,480.00

ALL PAST DUE ACCOUNTS WILL BE CHARGED INTEREST AT THE RATE OF 9% PER ANNUM

Return One Copy Of This Form With Your Remittance To:

DIVISION OF STATE LANDS
775 SUMMER STREET NE
SALEM, OR 97310

Multnomah

*Pd or 3180
7/28/97*

cc: DEQ/Water Quality Division

File
Mike Ebeling, Bureau of Buildings, POB 8120, Portland, OR 97207-8120

John A. Kitzhaber
Governor

2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471
DEQ-1

EXHIBIT B

STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SATISFACTORY COMPLETION
SUBSURFACE OR ALTERNATIVE SEWAGE SYSTEM

OWNER Happy Rock Moorage PERMIT NO. SFS-005
LOCATION Rt. 5 Box 606 St. Helens Road
send to: C.W. Curtis

In accordance with Oregon Revised Statute 454.005 this certificate is issued as evidence of satisfactory completion of a subsurface or alternative sewage disposal system at the above location.

Phillip Crawford
Sanitarian

MULTNOMAH COUNTY
DEPARTMENT ENVIRONMENTAL SERVICES
2115 S. E. MORRISON ST.
PORTLAND, OREGON 97214

8-11-82
Date

**MULTNOMAH COUNTY OREGON**

ENVIRONMENTAL SERVICES/PERMIT SECTION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214

DONALD E. CLARK
COUNTY EXECUTIVE

Inspection (503) 248-5272 Sewage 248-3671
Building 248-3047 Right-of-Way Use 248-3582
Planning 248-3668

January 14, 1982

C.W. Curtis
Rt. 5 Box 606
Portland, Oregon 97231

LFS: 111-81
2nd EVALUATION

Dear Sir:

In response to your application, a land feasibility study has been conducted to evaluate the site legally described as: Tax Lots 10, 12 & 18, Section 36 3N12W for the purpose of using an on-site sewage disposal system in accordance with your proposed system location.

In consideration of the following items:

- a) On site land study
- b) Soil studies of the natural soil by Phillip Crawford

this site is considered to be SUITABLE for the use of an ALTERNATIVE SAND FILTER SYSTEM, based upon the standards set forth in OAR 340-71-290 adopted March 13, 1981.

Based upon the study made, the following type and size of the system components is required: For 900 gallon projected daily sewage flow.

- a) Equal disposal trench system.
- b) One 1500 (gallon) septic tank.
- c) One 270 (foot) absorption trench per bedroom unit in the drainfield system.
- d) One 1000 (gallon) effluent sump.
- e) One effluent lift-pump complete with manifold and distribution piping into the sand filter box. 33.27 sq. ft. box.

This letter does not constitute a permit to install this subsurface sewage system. A permit for the installation of this subsurface sewage system will be based upon the submission of a complete contoured site plan as indicated in paragraph 3(a) of the enclosed instructions accompanied by complete detailed plans for the Sand Filter System.

Sincerely,

Phillip Crawford
Phillip Crawford, ST

PC/bm

cc: file

Encl (2)

②



MULTNOMAH COUNTY OREGON

ENVIRONMENTAL SERVICES/PERMIT SECTION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214

Inspection	(503) 248-5272	Sewage	248-3672
Building	248-3047	Nuisance Control	248-3582
Plumbing	248-3668	Right-of-Way Use	248-3582

TO WHOM IT MAY CONCERN

SUBJECT: SITE PLAN INSTRUCTIONS USING SAND FILTER SYSTEM.

- 1) Based upon the results of a sand filter feasibility study (SPS: 111-81) your parcel of land has been found suitable for the installation of a subsurface sewage disposal system, i.e. sand filter system.
- 2) A copy of your feasibility application was given to the County Land-Use and Zoning Section for review. You are advised to check with that office (248-3043) for clearance of a proposed building permit. A permit to install a subsurface system CANNOT be issued until this building site has been approved by the Land-Use and Zoning Section.
- 3) Following the above, your next procedure is to prepare or have prepared a contoured site plan in accordance with the following:
 - (a) A site contour map using 1" (inch) equals 20' (feet) scale showing lot lines and dimensions; location of house; source of domestic water, intersecting creeks or streams; bodies of water; and contour elevations at one (1) foot intervals of that area to be used for subsurface disposal (approximately 1/4 acre); roof and footage drains, roads and/or driveways; to include complete sand filter system layout and specifications.
 - (b) The prepared site plan should be submitted to the Sanitation Section prior to or in conjunction with the application for a permit to install the aforementioned system. The permit cannot be issued until the site plan and specifications are approved.
 - (c) Evidence of an approved "building" and "electrical" permit must be submitted at the time of application for the sand filter system permit.

NOTICE: If this property is sold or transferred to a new owner, please furnish the new owner with a copy of this "site plan" instruction sheet.

REF: On Site Sewage Disposal Rules adopted on March 13, 1981.

**MULTNOMAH COUNTY OREGON**

ENVIRONMENTAL SERVICES/PERMIT SECTION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214

DONALD E. CLARK
COUNTY EXECUTIVE

Inspection (503) 248-5272 Sewage 248-3671
Building 248-3047 Right-of-Way Use 248-3582
Plumbing 248-3668

TO WHOM IT MAY CONCERN

SUBJECT: SAND FILTER SYSTEM, RULES CONCERNING

Portions of OAR 340-71-290 thru 305 are quoted herewith for those persons proposing to install a "conventional sand filter" system.

(1) For the purpose of these rules:

- (a) "Conventional sand filter" means a filter with two (2) feet of medium sand designed to filter and biologically treat septic tank or other treatment unit effluent from a pressure distribution system at an application rate not to exceed one and twenty-three hundredths (1.23) gallons per square foot sand surface area per day, applied at a dose not to exceed twenty (20) percent of the projected daily sewage flow.
- (c) "Sand filter system" means the combination of septic tank or other treatment unit, a dosing system with effluent pump(s) and controls or dosing siphon, piping and fittings, sand filter, absorption facility or effluent reuse method used to treat sewage.

(5) Materials and Construction

- (a) All materials used in sand filter system construction shall be structurally sound, durable and capable of withstanding normal installation and operation stresses. Component parts subject to malfunction or excessive wear shall be readily accessible for repair and replacement.
- (b) All filter containers shall be placed over a stable level base.
- (c) In areas of temporary groundwater at least twelve (12) inches of unsaturated soil shall be maintained between the bottom of the sand filter and top of the disposal trench.
- (d) Piping and fittings for the sand filter distribution system shall be as required under pressure distribution systems, OAR 340-71-275.

(4)

340-71-295 Conventional Sand Filter Design (Diagrams 8 and 9)

(1) Flows

- (a) Conventional sand filter systems shall be designed to serve sewage flows of six hundred (600) gallons or less per day unless otherwise authorized by the Department.
- (b) Flows of four hundred fifty (450) gallons per day shall be used in determining the minimum sand surface area required for a single-family dwelling.
- (c) Flows of two hundred (200) gallons per day shall be used in determining minimum sand surface area required for individual residential gray-water filters.

(2) Minimum Filter Area. Sand filters shall be sized based on an application rate of no more than one and twenty-three hundredths (1.23) gallons septic tank effluent per square foot medium sand surface per day.

(3) General Details

- (a) Sand filter container, piping, medium sand, gravel, gravel cover, and soil crown material for a sand filter system discharging to disposal trenches shall meet minimum specifications indicated in Diagrams 8 and 9 unless otherwise authorized by the Department.
- (b) Filter containers shall be constructed of reinforced concrete, a thirty (30) mil liner or other membrane liners acceptable to the Department which will effectively exclude groundwater and will contain the sand, gravel, septic tank effluent and soil crown cover for at least a twenty (20) year service life.

340-71-305 Sand Filter System Operation and Maintenance.

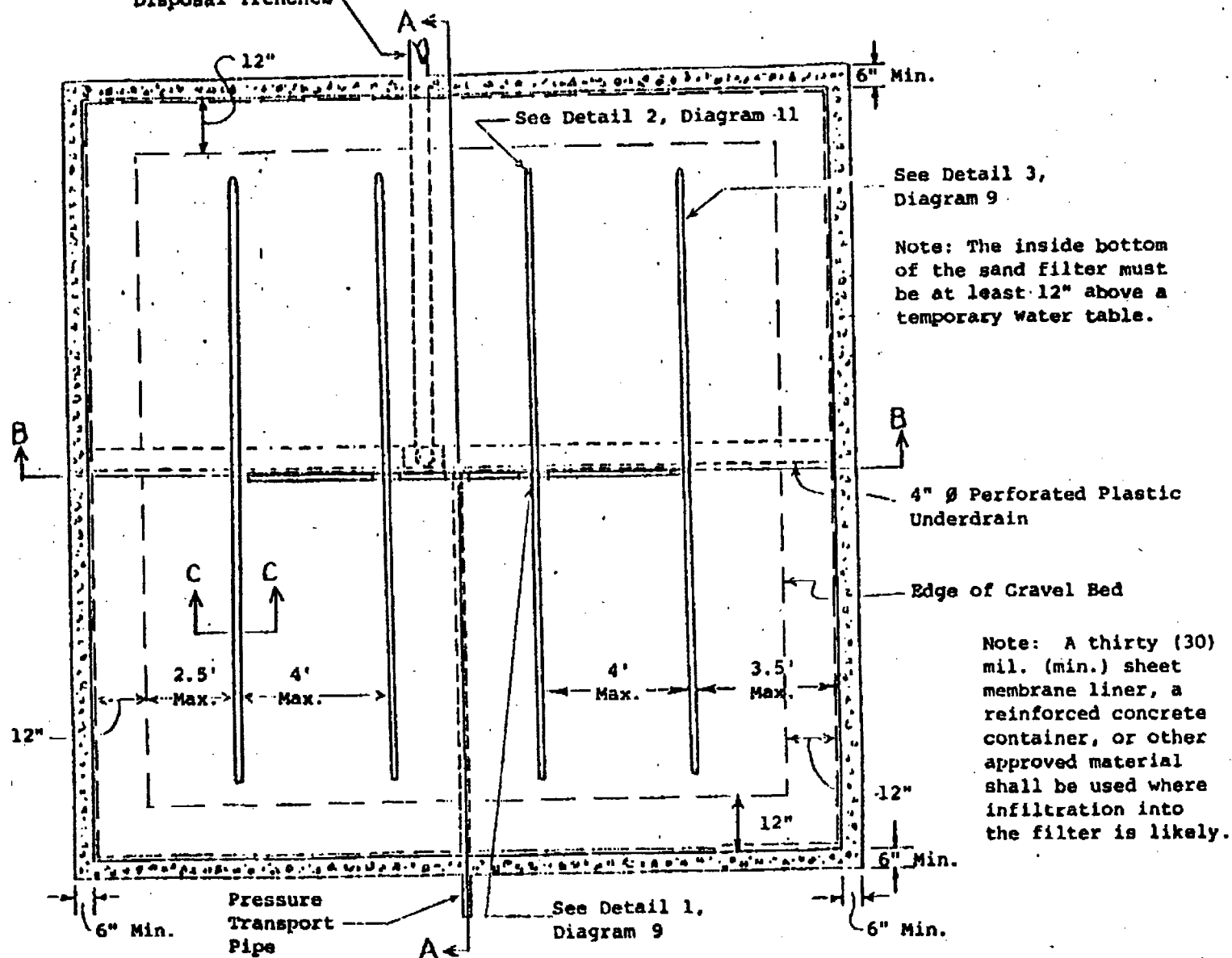
- (1) Sand filter operation and maintenance tasks and requirements shall be as specified on the Certificate of Satisfactory Completion. Where a conventional sand filter system or other sand filter system with comparable operation and maintenance requirements is used, the system owner shall be responsible for the continuous operation and maintenance of the system.
- (2) The owner of any sand filter system shall provide the Agent written verification that the system's septic tank has been pumped at least once each forty-eight (48) months by a licensed sewage disposal service business. Service start date shall be assumed to be the date of issuance of the Certificate of Satisfactory Completion. The owner shall provide the Agent certification of tank pumping within two (2) months of the date required for pumping.

Diagrams 8 and 9 enclosed

5

4" Smooth-wall Pipe
under Drain to
Disposal Trenches

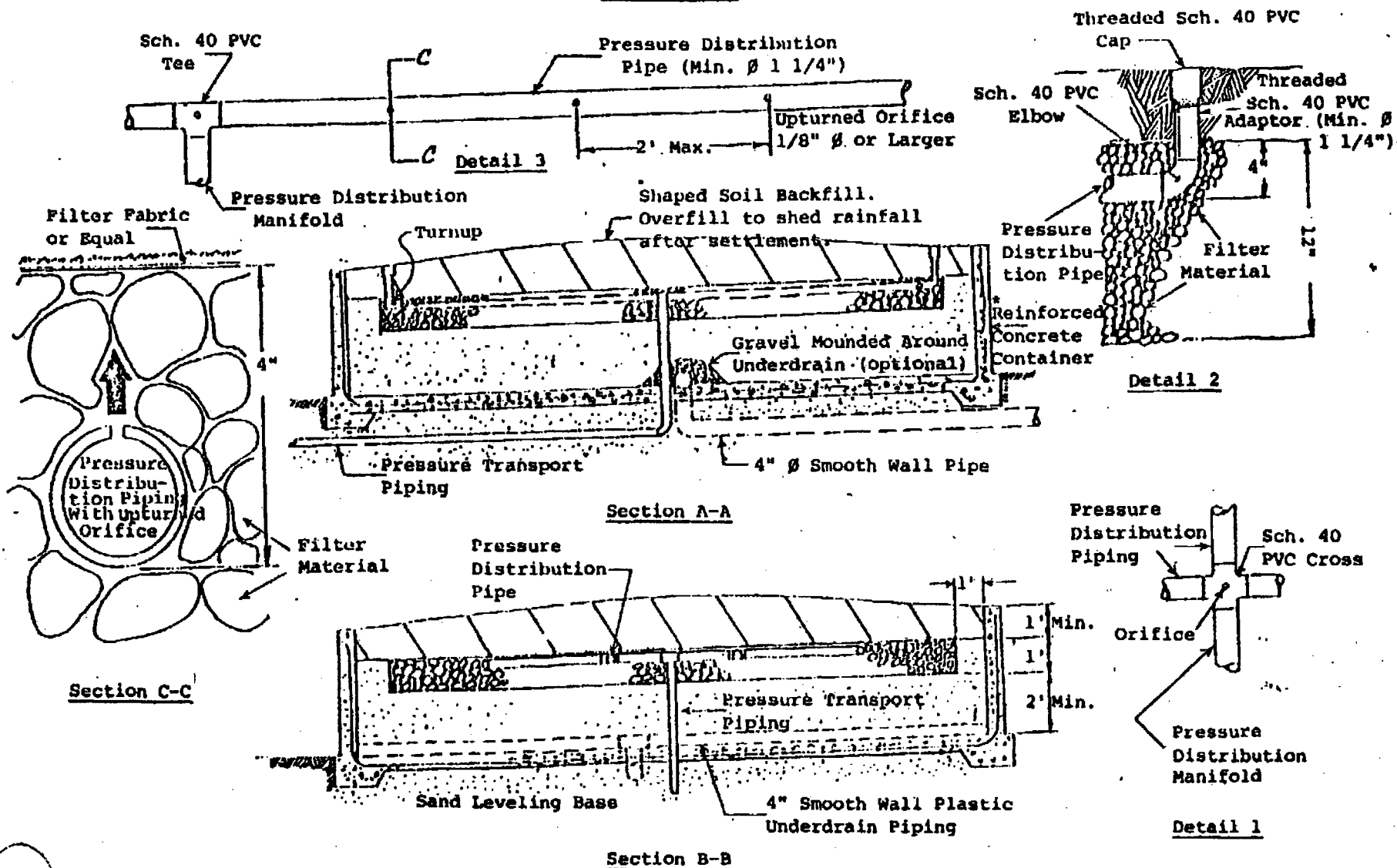
DIAGRAM 8
SAND FILTERS



DIAGRAMS-8

6

DIAGRAM 9

SAND FILTERS

Notes: Not in scale

Oregon

September 17, 1996

DEPARTMENT OF
ENVIRONMENTAL
QUALITY

NORTHWEST REGION

CURT AND GINGER CURTIS
23548 NW ST HELENS ROAD
PORTLAND OR 97231

RE: OSS- Multnomah County
Happy Rock Marina
Marina Inspection

Dear Mr. and Mrs. Curtis:

Thank you for coordinating the marina inspection on September 16, 1996. As you know, a few minor problems were found, and they are easily correctable. I will notify the tenants who need to correct a plumbing problem, and hope that you will also encourage them.

Thank you also for supplying a map of the marina and a tenant list, and for taking the time to assist Alan Bogner and me in locating and verifying plumbing connections. Without your coordination and assistance, our task of making inspections could have taken weeks to accomplish.

If you have any questions, please contact me at 229-6653.

Sincerely,



Anne Cox, R.S.
Environmental Specialist
Water Quality Source Control
Northwest Region

cc: DEQ/Water Quality Division

File

Mike Ebeling, Bureau of Buildings, POB 8120, Portland, OR 97207-8120

John A. Kitzhaber
Governor



2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471
DEQ-1

3



CITY OF

PORTLAND, OREGON

BUREAU OF BUILDINGS

1120 S.W. 5th Avenue
Portland, Oregon 97204-1992
Mailing Address: P.O. Box 8120
Portland, Oregon 97207-8120
(503) 823-7300
FAX: (503) 823-6983
TDD: (503) 823-6868

October 29, 1993

Santer Sy 401

HAPPY ROCK MOORAGE INC
ATTN: CURT CURTIS
23606 NW ST HELENS RD
PORTLAND OR 97231

Mr. Curtis:

Thank you for your diligence and monitoring over the last four (4) months and I concur that your flows are within the limits of your permit. I will note this in your file so disregard my Notice of Violation letter of April 1, 1993.

However, keep in mind it's your septic system and in order for it to function over its life, it requires your attention. So again, if you have any questions, feel free to contact me at 823-7247.

Sincerely,

Michael G. Ebeling, RS
Senior Environmental Soils Specialist

MGE:dk

4

EXHIBIT D

MAY-09-1995 10:00

SCAPPOOSE FIRE DIST.


P.02

**SCAPPOOSE RURAL FIRE PROTECTION DISTRICT**

P.O. Box 625 • 52751 Columbia River Hwy. • Scappoose, Oregon 97056

Phone (503) 543-5026 • FAX: (503) 543-2670

TO: Debi Anderson, Attorney

FROM:  Michael S. Greisen, Fire Chief

DATE: May 9, 1995

REFERENCE: Roadway into Happy Rock Moorage located at 23606 N.W. St. Helens Road in Multnomah County.

I had met with the owners of Happy Rock Moorage, Curt and Ginger Curtis, last year to discuss their operations.

The roadway leading into the moorage is a very narrow road. We have not requested any additional widening at this time because it is an existing business. Although, I have informed the owners that any future remodeling, additions, expansion, or changes to Happy Rock Moorage will require roadway improvements.

Improvements to the roadway will be required if any developments are made next to their moorage, up or down river, which will have access to this roadway.

The owners are aware of the problems with the road and have better control on parking along the road where it was unsafe. They have provided an area for emergency vehicle turnaround as requested. The owners will need to keep brush, grass, and other debris down along the roadway for a clear access.

If you have any other questions or concerns, please feel free to contact me at: (503)543-5026.

B:\INSPECTION-ROAD\HPPYROCK.MRG

EXHIBIT CApplication No. 071-OYA-1-002399Name of Applicant Reid E. HolcombEffective Date 17 June 1977Expiration Date (if applicable) 30 June 1980**DEPARTMENT OF THE ARMY
PERMIT**

Referring to written request dated 8 November 1976 for a permit to:
(a) Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403);

() Discharge dredged or fill material into navigable waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Federal Water Pollution Control Act (88 Stat. 816, P.L. 82-500);

() Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (88 Stat. 1062; P.L. 92-532);

← (Here insert the full name and address of the permittee)

Reid E. Holcomb
9236 N. Central Street
Portland, Oregon 97203

is hereby authorized by the Secretary of the Army:

to construct a moorage facility for boat houses (24'x 40') which consist of seven (7) single pile and one 3-pile dolphin and 400 linear feet of float five feet wide. The boat houses will be constructed elsewhere and floated into place on an as-needed basis

← (Here describe the proposed structure or activity, and its intended use. In the case of an application for a fill permit, describe the structures, if any, proposed to be erected on the fill. In the case of an application for the discharge of dredged or fill material into navigable waters or the transportation for discharge in ocean waters of dredged material, describe the type and quantity of material to be discharged.)

in Multnomah Channel mile 14

← (Here to be named the ocean, river, harbor, or waterway concerned.)

XX In Multnomah County, Near Scappoose, Oregon

← (Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)

In accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings: give file number or other definite identification marks):

The above described facility is shown on the attached drawing marked 002399 (Multnomah Channel-Moorage).

subject to the following conditions:

1. General Conditions:

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions of the permit, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not the permit is revoked in whole or in part.

END

FOR THE CHIEF OF ENGINEERS

(ER 1145.2-103)

(11)

former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or the Chief of Engineers, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

(12)

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

o. That if the activity authorized herein is not ~~completed on or before~~ ^{completed on or before} 30 day of June 19 80 (three years from the date of issuance of this permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

q. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

r. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

s. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition v hereof, he must restore the area to a condition satisfactory to the District Engineer.

t. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

u. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

v. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and condition of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

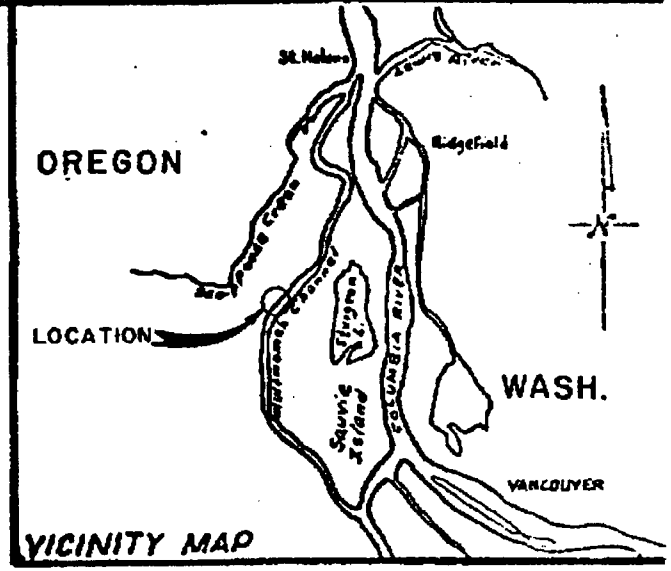
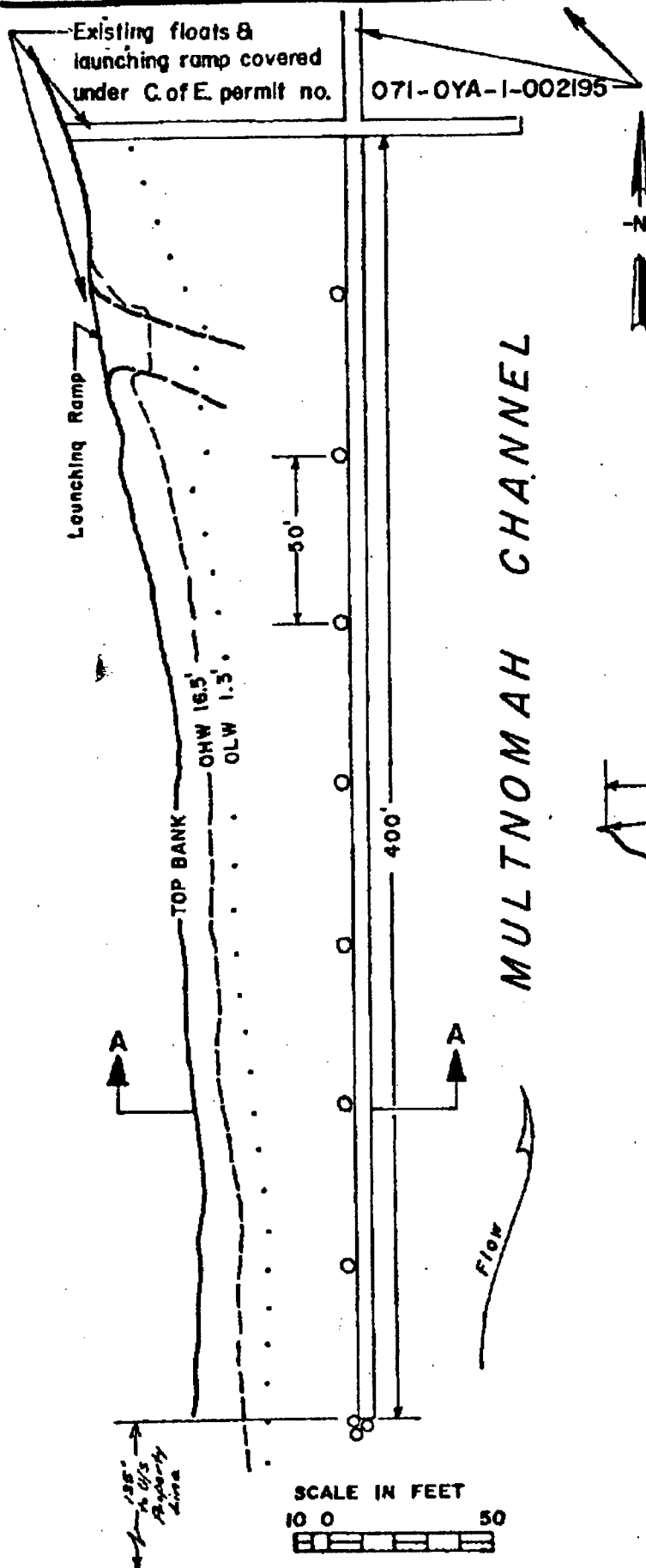
The following Special Conditions will be applicable when appropriate:

STRUCTURES FOR SMALL BOATS: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.

DISCHARGE OF DREDGED MATERIAL INTO OCEAN WATERS: That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or dumping of the dredged material as authorized herein.

ERECTION OF STRUCTURE IN OR OVER NAVIGABLE WATERS: That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

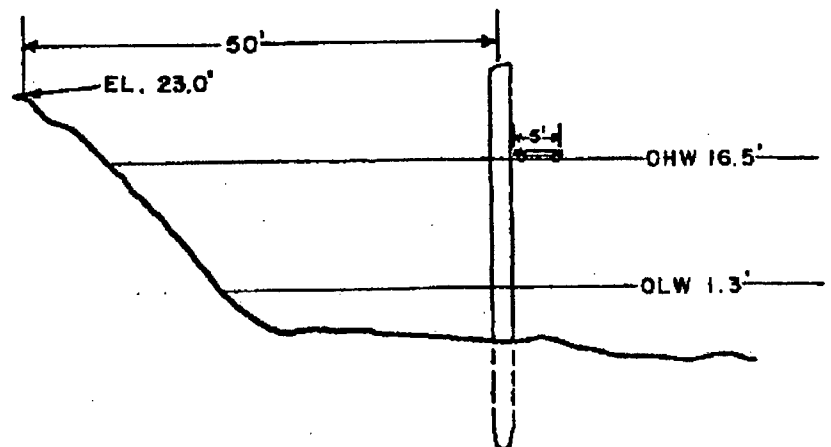
(12)



All elevations refer to mean sea level datum.

New single piles and three pile dolphin. O

SECTION A-A



in Mult. Channel
at Mile 14
County of Mult. State OR
Application by Holcomb
Date November 8, 1976

(13)

Application No. 071-OYA-2-002923
Name of Applicant REID E. HOLCOMB
Effective Date 16 March 1979
Expiration Date (if applicable) 31 March 1982

DEPARTMENT OF THE ARMY
PERMIT

Referring to written request dated 20 March 1978 for a permit to:
(XX) Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403);

XX) Discharge dredged or fill material into navigable waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Federal Water Pollution Control Act (86 Stat. 816, P.L. 92-500);

() Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (86 Stat. 1052; P.L. 92-532);

Reid E. Holcomb
9236 N. Central
Portland, Oregon 97203

◀ (Here insert the full name and address of the permittee)

is hereby authorized by the Secretary of the Army:

to place 2,000 cubic yards of quarry rock
riprap along 600 linear feet of bankline for
protection from erosion. The material will
be trucked to the site and dumped in place.

◀ (Here describe the proposed structure or activity, and its intended use. In the case of an application for a fill permit, describe the structures, if any, proposed to be erected on the fill. In the case of an application for the discharge of dredged or fill material into navigable waters or the transportation for discharge in ocean waters of dredged material, describe the type and quantity of material to be discharged.)

in Multnomah Channel, mile 14.2

◀ (Here to be named the ocean, river, harbor, or waterway concerned.)

near Portland, Oregon

◀ (Here to be named the nearest well-known locality—preferably a town or city—and the distance in miles and tenths from some definite point in the same, stating whether above or below or giving direction by points of compass.)

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings: give file number or other definite identification marks);

002923 (Multnomah Channel-Bank Protection)

subject to the following conditions:

1. General Conditions:

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

ENG FORM 1721 EDITION OF JUNE 1968 IS OBSOLETE.
1 APR 74

(ER 1145-2-303)

14

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

o. That if the activity authorized herein is not stated on or before _____ day of _____ 19____, ~~one year from the date of issuance of this permit unless otherwise specified~~ and is not completed on or before 31 day of Mar, 19 82, (three years from the date of issuance of this permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

q. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

r. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

s. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition v hereof, he must restore the area to a condition satisfactory to the District Engineer.

t. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

u. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

v. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and condition of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

The following Special Conditions will be applicable when appropriate:

STRUCTURES FOR SMALL BOATS: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. ~~The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereon from damage by wave wash and the permittee shall not hold the United States liable for any such damage.~~

DISCHARGE OF DREDGED MATERIAL INTO OCEAN WATERS: That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or dumping of the dredged material so authorized herein.

ERECTION OF STRUCTURE IN OR OVER NAVIGABLE WATERS: That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

(15)

Application No. 071-OYA-1-003613
Name of Applicant REID HOLCOMB
Effective Date 2 February 1982
Expiration Date (if applicable) 28 February 1985

DEPARTMENT OF THE ARMY
PERMIT

Referring to written request dated 7 March 1980 for a permit to:

() Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403);

(X) Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Federal Water Pollution Control Act (86 Stat. 816, P.L. 92-500);

() Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (86 Stat. 1052; P.L. 92-532);

Reid Holcomb
9236 N. Central
Portland, Oregon 97203

Is hereby authorized by the Secretary of the Army:

to drive 12 single wooden piles and three 3-pile dolphins, and attach a 5- by 300-foot float with 15 boat slips, a 5- by 451-foot float, and a 5- by 100-foot float. This facility will operate as a commercial moorage for various size small boats used for recreational purposes.

in Multnomah Channel, Mile 14

at Multnomah County, near Portland, Oregon.

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings: give file number or other definite identification marks.)

003613 (Multnomah Channel - Moorage)

subject to the following conditions:

I. General Conditions:

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

ENG FORM 1721
1 JUL 77

EDITION OF 1 APR 74 IS OBSOLETE.

1

(ER 1145-2-203)

10

o. That if the activity authorized herein is not started on or before _____ day of _____, 19____ (one year from the date of issuance of this permit unless otherwise specified) and is not completed on or before _____ day of _____, 19____, (three years from the date of issuance of this permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

q. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition t hereof, he must restore the area to a condition satisfactory to the District Engineer.

r. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

s. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

II. Special Conditions: (Here list conditions relating specifically to the proposed structure or work authorized by this permit):

a. All construction debris will be disposed of on land in such a manner that it cannot enter the waterway.

b. All piling and lumber treated with creosote or other protective material will be completely dry before use in or near the waterway.

c. Care will be taken to prevent any petroleum products, chemicals, or other deleterious materials from entering the water.

d. Work in the waterway will be done so as to minimize turbidity increases in the water that tend to degrade water quality and damage aquatic life.

(17)

MEETING DATE: August 7, 1997
AGENDA NO: R-9
ESTIMATED START TIME: 11:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA Implementing Public Safety Bond Technology Program

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: August 7, 1997

AMOUNT OF TIME NEEDED: 2 Minutes

DEPARTMENT: Non-Departmental

DIVISION: District Attorney

CONTACT: Tom Simpson

TELEPHONE #: 248-3863

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Michael Schrunk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 500308 with the
City of Troutdale Implementing the
Public Safety Bond Technology Program

8/8/97 copies to Tom Simpson & Janet
Thompson's originals to Janet Thompson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: THSS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

Office Memorandum MICHAEL D. SCHRUNK, District Attorney

To: Board of County Commissioners
From: Michael D. Schrunk
Date: August 1, 1997
Re: PSCC Data Standards Committee Report

1. Recommendation/Action Requested: Approval of Intergovernmental Agreements implementing the Public Safety Bond Technology Program.

2. Background/Analysis: The Public Safety Coordinating Council commissioned the Data Standards Committee to meet the following charge: The Data Standards Committee is responsible for making recommendations, providing guidelines, prioritizing, and monitoring the following:

- Development and implementation of the Public Safety Bond Technology Program;
- Policy recommendations regarding data standards adopted by the PSCC; and,
- That data is appropriate for evaluation.

The Committee completed its work in the following fashion:

1. Development and Implementation of the Public Safety Bond Technology Program: The first charge -- development and implementation of the Public Safety Bond Technology Program -- was completed by developing criteria, reviewing proposals, and developing recommendations to the PSCC to fund 22 projects from nine Multnomah County public safety agencies, the Evaluation Committee of the PSCC, and Multnomah County Information Services Division. The Bond Technology Program was funded through the Public Safety Bond approved by voters in May, 1996. The 1996 bond issue included \$7.5 million specifically for "computer equipment and technology infrastructure for public safety and criminal records processing and tracking."

2. Development of Policy Recommendations: The second charge -- policy recommendations regarding data standards adopted by the PSCC -- was met by developing new policy recommendations and reviewing the previously approved recommendations made by the Data Standards Working Group. The Committee determined that two of the Working Group's recommendations were not being accomplished and approved funding from the Bond Technology program to assist with the completion of the recommendations. The completed set of recommendations are included on page 7 of this report.

3. Data is appropriate for evaluation: The third charge -- to assure that data is appropriate for evaluation -- was the driving force behind the Committee's additional policy recommendation and the funding recommendation for a data warehouse. These two recommendations will move Multnomah County closer to being able to evaluate public safety issues in a timely manner.

The Data Standards Committee recommends that an oversight consultant or consulting firm be hired to provide external review and coordination of the many projects funded. Additionally, the Committee recommends the immediate approval of eleven projects and the provisional approval of the remaining

August 6, 1997

projects with full funding contingent upon the findings of the consultant's risk assessment report. These intergovernmental agreements are a part of the initial approval of the eleven projects.

3. Financial Impact: The entire Public Safety Bond Technology Program is \$7.6 million. These funds will be expended over the course of the next two years.
4. Legal Issues: NA
5. Controversial Issues: NA
6. Link to Current County Policies: NA
7. Citizen Participation: The project has been approved by the Multnomah County Public Safety Coordinating Council which includes citizen members.
8. Other Government Participation: The Data Standards Committee included members from the Multnomah County Sheriff, Multnomah County Department of Juvenile and Adult Community Justice, Multnomah County ISD, Portland Police Bureau, Gresham Police Department, Fairview Police Department, Troutdale Police Department, Multnomah County District and Circuit Courts and the Public Safety Coordinating Council.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐ Prior-Approved Contract Boilerplate ☒ Attached: ☐ Not Attached Contract #500308
Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-9</u> DATE <u>8/7/97</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
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Department: Support Services Division: Information Services Date: _____

Contract Originator: Ben Berry Phone: 248-3749 Bldg/Room: 327/ISD

Administrative Contact: Janet Thompson Phone: 248-3749 X26641 Bldg/Room: 327/ISD

Description of Contract: Police Records Management System

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

ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Name: <u>Troutdale Police Department</u></p> <p>Mailing Address: <u>104 Se Kimbling</u></p> <p style="text-align: center;"><u>Troutdale, OR 97060</u></p> <p>Phone: <u>665 5175</u></p> <p>Employer ID# or SS #: <u>93 6002268</u></p> <p>Effective Date: <u>On completion of contract</u></p> <p>Termination Date: <u>On completion of project</u></p> <p>Original Contract Amount: <u>\$ 54,775</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <u>\$54,775</u></p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input checked="" type="checkbox"/> Other AS INVOICE</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
---	---

REQUIRED SIGNATURES:

Department Manager: Ben Berry Date: July 21, 1997

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: Sandra Duffy Date: 7-31-97

County Chair/Sheriff: Barry Dean Date: August 7, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	230	070	7930			6110				54,775.00	
02											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

This contract is between Multnomah County, acting by and through its Department of Support Services, hereinafter called COUNTY, and City of Troutdale Police Department, hereinafter called CITY.

RECITALS:

1. The Multnomah County Board of County Commissioners, upon the recommendation of the Public Safety Coordinating Council, referred a ballot measure to the voters at the May 1996 election to approve a public safety bond measure.
2. Pursuant to SB 1145 (1995) and Multnomah County Ordinance 839, the Board of County Commissioners created the Multnomah County Public Safety Coordinating Council. This Council plans for the use of state and local resources to serve the criminal justice system.
3. The purpose of the bond measure is to fund public safety projects within Multnomah County, as recommended by the Public Safety Coordinating Council.
4. Among the public safety projects to be funded by the public safety bond measure is an extensive computer system upgrade which will allow public safety entities within Multnomah County to access and share strategic data. This project is more specifically described in Exhibit A, attached hereto.
5. The voters approved the public safety bond measure in May 1996 and the bonds were issued in October 1996 in the amount of \$72,700,000. Multnomah County is prepared to give grants from the proceeds to public safety and justice system entities within Multnomah County for purposes of purchasing specific computer equipment required by the project proposed in Exhibit A.

TERMS AND CONDITIONS:

6. COUNTY will pay up to \$54,775.00 to CITY for purchase of equipment, software and related expenses as listed in Exhibit A.

7. CITY will invoice COUNTY for reimbursement of approved purchases on or before June 30, 1999.

8. CITY agrees that the equipment purchased with this grant will be used in the manner set out in the project proposal (Exhibit A) and will provide the network infrastructure required to support the project.

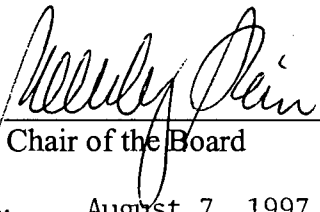
9. CITY agrees to allow COUNTY authorized representatives to have access to books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.

10. CITY, to the extent permitted by the Oregon Tort Claim Act and Oregon Constitution, shall hold harmless, defend and indemnify COUNTY, its officers, agents and employees against all claims, demands, actions and suits (including all attorneys fees and costs) brought against any of them arising from the purchase, installation and/or use of the equipment purchased with this grant.

11. This contract is effective on the date of the execution by the last signatory to the contract.

12. This contract consists of this contract document and the attached Exhibit A. To the extent there are inconsistencies or conflicts between the documents, this contract document takes precedence over any conflicting provision in Exhibit A.

MULTNOMAH COUNTY, OREGON

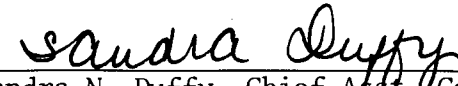
By: 
Chair of the Board
Date: August 7, 1997

CITY OF TROUTDALE POLICE
DEPARTMENT

By: _____
Title
Date: _____

REVIEWED:

THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
Sandra N. Duffy, Chief Asst. Counsel
Date: 7-31-97
H:\Data\Advisory\Duffy\IGA.Public Safety Bond.doc

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-9 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

Exhibit A
Public Safety Technology Bond
Project Proposal

A. Submitting Agency: Troutdale Police Department

B. Program Name: Police Records Management System (PRMS) Upgrade and Interface

C. Policy Issue:

1. Case Definition: The Troutdale Police Department currently employs a records management system developed by Data Force and installed in 1990. This system allows information to be accessed by this department only and does not interface with any other agency in Multnomah County.

The current system does not share records information with any criminal justice agencies in the region. In addition, the information is limited to queries on specific cases or individuals. It is the goal of the Troutdale Police Department to make any and all of its records information easily accessible to any interested criminal justice agency. An additional goal of the Department is to maintain control over the majority of our record management system and allow some degree of customization to suit specific needs. Because of size and limited resources this Department needs to rely on new technology to automate the handling of records and other business functions.

2. Underlying Cause: This Department currently has a stand alone data system that collects data but does not automate any business function.

Troutdale shares a common border with Gresham and is facing many of the same crime problems. Traditional ways of managing its programs are no longer an efficient way of doing business. Maximizing the effective use of technology and sharing information will be key elements in meeting future needs.

D. Options:

1. Possible Options: In pursuing the goals of the Public Safety Technology Bond, to participate in regional data sharing, and to increase our records system efficiency, the Troutdale Police Department has two options: combining with Portland Police Data System or combining with Gresham Police Department's records management system.

2. Option Selected: The City of Troutdale has elected to participate in the goals of the PSSC Data Standards Committee by combining its current records management system with Gresham Police Department's record management system. This option allows connectivity and data sharing within the region.

Troutdale P.D. proposes to purchase the hardware and software necessary to become a full user in Gresham P.D. PRMS. This allows Troutdale to share data with all current and proposed future user interface with Gresham's records systems.

E. How It Meets The Criteria:

1. Adopting GPD's records management system will provide the foundation of technology necessary for the Department to accomplish its mission within the limitation of its current, and anticipated future resources. The upgrade will significantly enhance the Department's ability to readily and economically create on- going interfaces with other data systems; allow greater direct access through PC dial-in and WAN connections; and enhance the amount of information accessible through the Internet.

2. By adopting the proposed system, the Department will have the opportunity to modify its data collection tables to further meet the CJIS standards adopted by the PSCC.

3. & 4. The project includes funding for direct links to other criminal justice agencies. At a minimum it will provide data sharing through the CAD system among those users. It will benefit all agencies by bringing Troutdale's data into the common format proposed by the CJIS standards. It will allow access to Troutdale's police records by any interested partner agency with a minimum of a PC computer.

F. Benefits to the Criminal Justice System:

To the degree that the data maintained by the Troutdale Police Department is of value to the criminal justice system, then establishing our ability to share that data is of benefit to the criminal justice system.

H. Amount Requested:

The amount requested for this project represents one time costs. The resources to maintain the systems will be included in the Department's fiscal budget through Gresham's current maintenance agreement with its software vender. Although on-going costs were not the primary factor in choosing this option, it should be noted that this project is considerably less expensive in on-going costs to the City of Troutdale than the PPDS alternative.

System Software License Cost	\$14,975
Hardware Cost	\$18,900
Data Conversions	\$16,000
Documentation, GIS Option, SQL Tool	\$1,700
Training Costs	\$3,200

Total Project Cost	\$54,775
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MEETING DATE: August 7, 1997
AGENDA NO: R-10
ESTIMATED START TIME: 11:02am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA Implementing Public Safety Bond Technology Program

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: August 7, 1997

AMOUNT OF TIME NEEDED: 2 Minutes

DEPARTMENT: Non-Departmental

DIVISION: District Attorney

CONTACT: Tom Simpson

TELEPHONE #: 248-3863

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: _____

Michael Schrunk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 500318 with the
Oregon Judicial Department Implementing the
Public Safety Bond Technology Program

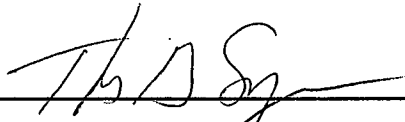
8/8/97 copies to Tom Simpson & Janet
Thompson, originals to Janet Thompson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: _____



BOARD OF
COUNTY COMMISSIONERS
97 JUL 31 PM 3:38
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

Office Memorandum MICHAEL D. SCHRUNK, District Attorney

To: Board of County Commissioners
From: Michael D. Schrunk
Date: August 1, 1997
Re: PSCC Data Standards Committee Report

1. Recommendation/Action Requested: Approval of Intergovernmental Agreements implementing the Public Safety Bond Technology Program.

2. Background/Analysis: The Public Safety Coordinating Council commissioned the Data Standards Committee to meet the following charge: The Data Standards Committee is responsible for making recommendations, providing guidelines, prioritizing, and monitoring the following:

- Development and implementation of the Public Safety Bond Technology Program;
- Policy recommendations regarding data standards adopted by the PSCC; and,
- That data is appropriate for evaluation.

The Committee completed its work in the following fashion:

1. Development and Implementation of the Public Safety Bond Technology Program: The first charge -- development and implementation of the Public Safety Bond Technology Program -- was completed by developing criteria, reviewing proposals, and developing recommendations to the PSCC to fund 22 projects from nine Multnomah County public safety agencies, the Evaluation Committee of the PSCC, and Multnomah County Information Services Division. The Bond Technology Program was funded through the Public Safety Bond approved by voters in May, 1996. The 1996 bond issue included \$7.5 million specifically for "computer equipment and technology infrastructure for public safety and criminal records processing and tracking."

2. Development of Policy Recommendations: The second charge -- policy recommendations regarding data standards adopted by the PSCC -- was met by developing new policy recommendations and reviewing the previously approved recommendations made by the Data Standards Working Group. The Committee determined that two of the Working Group's recommendations were not being accomplished and approved funding from the Bond Technology program to assist with the completion of the recommendations. The completed set of recommendations are included on page 7 of this report.

3. Data is appropriate for evaluation: The third charge -- to assure that data is appropriate for evaluation -- was the driving force behind the Committee's additional policy recommendation and the funding recommendation for a data warehouse. These two recommendations will move Multnomah County closer to being able to evaluate public safety issues in a timely manner.

The Data Standards Committee recommends that an oversight consultant or consulting firm be hired to provide external review and coordination of the many projects funded. Additionally, the Committee recommends the immediate approval of eleven projects and the provisional approval of the remaining

August 6, 1997

projects with full funding contingent upon the findings of the consultant's risk assessment report. These intergovernmental agreements are a part of the initial approval of the eleven projects.

3. Financial Impact: The entire Public Safety Bond Technology Program is \$7.6 million. These funds will be expended over the course of the next two years.
4. Legal Issues: NA
5. Controversial Issues: NA
6. Link to Current County Policies: NA
7. Citizen Participation: The project has been approved by the Multnomah County Public Safety Coordinating Council which includes citizen members.
8. Other Government Participation: The Data Standards Committee included members from the Multnomah County Sheriff, Multnomah County Department of Juvenile and Adult Community Justice, Multnomah County ISD, Portland Police Bureau, Gresham Police Department, Fairview Police Department, Troutdale Police Department, Multnomah County District and Circuit Courts and the Public Safety Coordinating Council.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐ Prior-Approved Contract Boilerplate: ☒ Attached: ☐ Not Attached Contract # 500318
Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-10</u> DATE <u>8/7/97</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
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Department: Support Services Division: Information Services Date: _____

Contract Originator: Ben Berry Phone: 248-3749 Bldg/Room: 327/ISD

Administrative Contact: Janet Thompson Phone: 248-3749 X26641 Bldg/Room: 327/ISD

Description of Contract: Advanced Office Automation and Groupware

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

ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Oregon Judicial Department, Fourth Judicial District,</u></p> <p style="padding-left: 40px;"><u>Multnomah County Circuit and District Court</u></p> <p style="padding-left: 40px;"><u>Jerome S. Cooper</u></p> <p>Mailing Address: <u>1021 SW 4th Ave.</u></p> <p style="padding-left: 40px;"><u>Portland, OR 97204-1123</u></p> <p>Phone: <u>503 248 3957</u></p> <p>Employer ID # or SS #: <u>93-0613223</u></p> <p>Effective Date: <u>Effective Date of Contract</u></p> <p>Termination Date: <u>Completion of Project</u></p> <p>Original Contract Amount: \$ <u>\$396,024</u></p> <p>Total Amt. of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input checked="" type="checkbox"/> Other AS INVOICE</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
---	---

REQUIRED SIGNATURES:

Department Manager: *Ben Berry* Date: July 21, 1997

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Patricia Supply* Date: 7-31-97

County Chair/Sheriff: *Patricia Supply* Date: August 7, 1997 Contract Administration: _____

(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 DESCIP	AMOUNT	INC DEC
01	230	070	7934			6110				396,024.00	
02											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

This contract is between Multnomah County, acting by and through its Department of Support Services, hereinafter called COUNTY, and Oregon Judicial Department, Fourth Judicial District, Multnomah County Circuit and District Courts, hereinafter called STATE.

RECITALS:

1. The Multnomah County Board of County Commissioners, upon the recommendation of the Public Safety Coordinating Council, referred a ballot measure to the voters at the May 1996 election to approve a public safety bond measure.
2. Pursuant to SB 1145 (1995) and Multnomah County Ordinance 839, the Board of County Commissioners created the Multnomah County Public Safety Coordinating Council. This Council plans for the use of state and local resources to serve the criminal justice system.
3. The purpose of the bond measure is to fund public safety projects within Multnomah County, as recommended by the Public Safety Coordinating Council.
4. Among the public safety projects to be funded by the public safety bond measure is an extensive computer system upgrade which will allow public safety entities within Multnomah County to access and share strategic data. This project is more specifically described in Exhibit A, attached hereto.
5. The voters approved the public safety bond measure in May 1996 and the bonds were issued in October 1996 in the amount of \$72,700,000. Multnomah County is prepared to give grants from the proceeds to public safety and justice system entities within Multnomah County for purposes of purchasing specific computer equipment required by the project proposed in Exhibit A.

TERMS AND CONDITIONS:

6. COUNTY will pay up to \$396,024.00 to STATE for purchase of equipment listed in Exhibit A, as well as the cost of [laying] cable needed for the operation of that equipment.
7. STATE will invoice COUNTY for reimbursement of approved purchases on or before June 30, 1999.

8. STATE agrees that the equipment purchased with this grant will be used in the manner set out in the project proposal (Exhibit A) and will provide the network infrastructure required to support the project.

9. STATE agrees to allow COUNTY authorized representatives to have access to books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.

10. STATE, to the extent permitted by the Oregon Tort Claim Act and Oregon Constitution, shall hold harmless, defend and indemnify COUNTY, its officers, agents and employees against all claims, demands, actions and suits (including all attorneys fees and costs) brought against any of them arising from the purchase, installation and/or use of the equipment purchased with this grant.

11. This contract is effective on the date of the execution by the last signatory to the contract.

12. This contract consists of this contract document and the attached Exhibit A. To the extent there are inconsistencies or conflicts between the documents, this contract document takes precedence over any conflicting provision in Exhibit A.

MULTNOMAH COUNTY, OREGON

OREGON JUDICIAL DEPARTMENT

By: 
Chair of the Board

By: _____
Title

Date: August 7, 1997

Date: _____

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
Sandra N. Duffy, Chief Assistant County Counsel

Date: 7-31-97
H:\Data\Advisory\Duffy\IGA.Public Safety Bond.doc

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-10 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

Exhibit A

MULTNOMAH COUNTY COURTS

PROJECT PROPOSAL FOR PUBLIC SAFETY

BONDTECHNOLOGYPROGRAM

EXECUTIVE SUMMARY

The Oregon Judicial Department (OJD) is embarking upon an Advanced Office Automation and Groupware Project which is intended, in large part, to facilitate the exchange of information between the courts and other justice related agencies. The infrastructure for this project (network cabling, server hardware, server software and client software) is currently being installed in the courts. Acquisition of equipment identified in this request would enable Multnomah County Courts to extend network and groupware capabilities to all judges chambers, all courtrooms and all courthouse supervisory staff. The benefits to both OJD staff and partner agencies would include improved communication via E-Mail, Electronic document transfer and greatly enhanced access to case management, scheduling, and calendaring information.

CURRENT ENVIRONMENT

OREGON JUDICIAL INFORMATION NETWORK - The Oregon Judicial Information Network (OJIN) is comprised of several major, mission critical applications which run on a network of 18 AS/400 computers installed statewide. The applications include case management, financial accounting, jury management, accounts payable and office automation systems.

MULTNOMAH COUNTY COURT USERS - Thirty six judges and over 300 operations staff are enrolled as users on Multnomah County Court's AS/400. Roughly one third of these users attach to the system via desktop PC's. The remaining users, including the majority of judges, attach to the system via "dumb" terminals.

PUBLIC, COMMERCIAL AND GOVERNMENT USERS - In March of 1994, OJD began allowing public dial-up access to court records. Currently, more than 2000 users from commercial organizations such as Tektronics, Intel, Key Title, Kaiser Permanente, PGE and The Oregonian have dial-up access. OJD now supports OJIN access for more than 1400 users representing 105 other government agencies including Metropolitan Public Defenders, Multnomah County District Attorney, Multnomah County Sheriff, Portland Police and Gresham Police.

OUTSIDE AGENCY DATA EXCHANGE - OJD currently supports high volume electronic data exchanges with LEDS for disposition reporting, DNIV for license suspensions and reinstatements, Treasury for canceled checks and Department of Revenue for delinquent account collection.

THE NETWORK VISION

VISION 2020 - The Vision 2020 document, which sets forth strategic direction for OJD, calls for advanced computer, telecommunications and information technologies which allow appropriate information to be exchanged quickly and easily between the courts and other justice-related agencies.

IS ARCHITECTURE VISION - With the Vision 2020 directives in mind, the Information Systems Division of OJD developed an Architecture Vision which calls for:

- Transition from a computer centric model to a network centric model for deployment . of technology and information to the desktop
- Empowered User Community

ADVANCED OFFICE AUTOMATION AND GROUPWARE PROJECT

SHARING OF STRATEGIC DATA - In May of 1996, the OJD Information Systems -Steering Committee approved the acceleration of the Advanced Office Automation and Groupware Project. A stated goal of the Committee was to enhance OJD's ability to retrieve strategic data from its databases and electronically publish that information for its customers and stakeholders. To achieve this goal, OJD has specified that the groupware system satisfy the following business requirements:

- Strong Database Replication Capabilities
- Robust Development Environment
- Ability to Capture and Process Contents of Electronic Forms
- Scheduling and Calendaring Capability
- Ability to Integrate Document Imaging
- Internet Capability

PROJECT STATUS

NETWORK CABLING - The cabling required to network connect all OJD users in Multnomah County is currently in progress. Cabling is expected to be completed by June of this year.

GROUPWARE IMPLEMENTATION - The Information Systems Steering Committee has selected Lotus Notes as the groupware product for OJD. As a pilot project, a Lotus Notes business partner will install and configure server hardware, server software and client software for 30 workstations statewide. OJD personnel will then test the functionality of the product. Upon successful completion of the pilot, phase one implementation will see Lotus Notes installed for approximately 300 administrative staff statewide. The expected completion date of phase one is June 30, 1997. Following phase one success the entire OJD will expand to use this product encompassing approximately 1600 employees statewide, the current projection for this to be completed is 2 to 3 year's using phased implementation.

INFRASTRUCTURE REQUIREMENTS

OJD is currently building the network infrastructure required to support the groupware initiative. Network cabling is in progress. Network servers (IBM AS/400 IPCS server) will be installed as part of the pilot project. Windows capable personal computers, which will serve as Lotus Notes client workstations are being installed on selected desktops.

REQUEST FOR FUNDING

Acquisition of the equipment list below will enable Multnomah County Courts to expand the network and groupware project to include all judges, all courtrooms and all court supervisory staff.

DESCRIPTION	VENDOR	QTY	UNIT	TOTAL
Dell PI 33 GsM Base PC W/ HP 5L printer, monitor, Corel WordPerfect Suite 7 and network card.	Dell Corp.	115	\$2,853	\$328,174
Installation	Entex	115	\$110	\$12,650
Training - Basic Lotus Notes	New Horizons	115	\$480	\$55,200
Total				\$396,024

EXPECTED BENEFITS

SHARING OF OFFICE INFORMATION - Groupware will enable OJD users and OJD customers and partners to more easily interact. It will provide a mechanism to organize, s e, share, discuss and electronically publish large amounts of office information such as:

- Calendars
- Documents
- Spreadsheets
- Forms
- Correspondence

DATA WAREHOUSE - In conjunction with the Office Automation and Groupware project, OJD envisions consolidating the case management data for the entire state. Data structures will be simplified thus making the data easier to understand and easier to access.

Desktop Queries - Currently, almost all management query activities are run on production machines by Information System staff. Many queries cannot be run due to lack of system processing time or lack of staff resources. With the implementation of a groupware solution and a data warehouse, most ma query activity will be off loaded from production machines to desktop systems. As a result many program and management questions asked by upper management, policy makers, justice related agencies and the public may be possible to answer for the first time.

Performance Boost - With the off loading of query activity, production systems will gain processing power and system availability for production work. The improved system performance will enhance overall trial court operations.

Cost/Benefit Summary

Cost Summary

Personnel costs for the Project.

1. Personnel costs for the development of the proposed project or service.
2. Personnel costs for the operation of the proposed project or service.
3. Total Personnel costs (1+2).

1. _____

2. _____

3.

Materials and Services costs for the project.

4. M&S costs for the development of the project.
5. M&S costs for the operation of the project.
6. Total M&S costs (4+5).

4. _____

5. _____

6. \$67,850

Capital Outlay costs for the project.

7. Capital costs for the development of the project.
8. Capital costs for the operation of the project.
9. Total Capital costs (7+8).
10. Total project costs (3+6+9).

7. \$378,174

8. _____

9. \$328,174

10. \$396,024

Benefits Summary

Tangible Benefits

11. Tangible benefits for the project.

11.

Revenue or Reimbursement

12. Estimated revenue or reimbursement discounted by the risk.

12.

Cost Avoidance

13. Estimated value of cost avoidance discounted by the risk.
14. Total project benefits (11+12+13).

13. \$400,000

14. \$400,000

Cost Benefit Calculation

15. Estimated annual savings ((14-10)/yrs).

15. \$795.00

EXHIBIT A
PAGE 4 OF 4

MEETING DATE: August 7, 1997
AGENDA NO: R-11
ESTIMATED START TIME: 11:04am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA Implementing Public Safety Bond Technology Program

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: August 7, 1997

AMOUNT OF TIME NEEDED: 2 Minutes

DEPARTMENT: Non-Departmental

DIVISION: District Attorney

CONTACT: Tom Simpson

TELEPHONE #: 248-3863

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Michael Schrunk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 500328 with the
City of Portland Implementing the
Public Safety Bond Technology Program

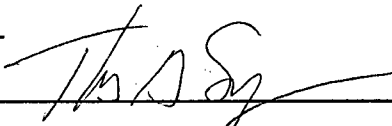
8/8/97 copies to Tom Simpson & Janet
Thompson; originals to Janet Thompson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: _____



BOARD OF
COUNTY COMMISSIONERS
97 JUL 31 PM 3:38
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

Office Memorandum MICHAEL D. SCHRUNK, District Attorney

To: Board of County Commissioners
From: Michael D. Schrunk
Date: August 1, 1997
Re: PSCC Data Standards Committee Report

1. Recommendation/Action Requested: Approval of Intergovernmental Agreements implementing the Public Safety Bond Technology Program.

2. Background/Analysis: The Public Safety Coordinating Council commissioned the Data Standards Committee to meet the following charge: The Data Standards Committee is responsible for making recommendations, providing guidelines, prioritizing, and monitoring the following:

- Development and implementation of the Public Safety Bond Technology Program;
- Policy recommendations regarding data standards adopted by the PSCC; and,
- That data is appropriate for evaluation.

The Committee completed its work in the following fashion:

1. Development and Implementation of the Public Safety Bond Technology Program: The first charge -- development and implementation of the Public Safety Bond Technology Program -- was completed by developing criteria, reviewing proposals, and developing recommendations to the PSCC to fund 22 projects from nine Multnomah County public safety agencies, the Evaluation Committee of the PSCC, and Multnomah County Information Services Division. The Bond Technology Program was funded through the Public Safety Bond approved by voters in May, 1996. The 1996 bond issue included \$7.5 million specifically for "computer equipment and technology infrastructure for public safety and criminal records processing and tracking."

2. Development of Policy Recommendations: The second charge -- policy recommendations regarding data standards adopted by the PSCC -- was met by developing new policy recommendations and reviewing the previously approved recommendations made by the Data Standards Working Group. The Committee determined that two of the Working Group's recommendations were not being accomplished and approved funding from the Bond Technology program to assist with the completion of the recommendations. The completed set of recommendations are included on page 7 of this report.

3. Data is appropriate for evaluation: The third charge -- to assure that data is appropriate for evaluation -- was the driving force behind the Committee's additional policy recommendation and the funding recommendation for a data warehouse. These two recommendations will move Multnomah County closer to being able to evaluate public safety issues in a timely manner.

The Data Standards Committee recommends that an oversight consultant or consulting firm be hired to provide external review and coordination of the many projects funded. Additionally, the Committee recommends the immediate approval of eleven projects and the provisional approval of the remaining

August 6, 1997

projects with full funding contingent upon the findings of the consultant's risk assessment report. These intergovernmental agreements are a part of the initial approval of the eleven projects.

3. Financial Impact: The entire Public Safety Bond Technology Program is \$7.6 million. These funds will be expended over the course of the next two years.
4. Legal Issues: NA
5. Controversial Issues: NA
6. Link to Current County Policies: NA
7. Citizen Participation: The project has been approved by the Multnomah County Public Safety Coordinating Council which includes citizen members.
8. Other Government Participation: The Data Standards Committee included members from the Multnomah County Sheriff, Multnomah County Department of Juvenile and Adult Community Justice, Multnomah County ISD, Portland Police Bureau, Gresham Police Department, Fairview Police Department, Troutdale Police Department, Multnomah County District and Circuit Courts and the Public Safety Coordinating Council.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐ Prior-Approved Contract Boilerplate: ☐ Attached: ☐ Not Attached Contract #500328
 Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY</p> <p style="text-align: center;">BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>R-11</u> DATE <u>8/7/97</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
---	--	---

Department: Support Services Division: Information Services Date: _____
 Contract Originator: Ben Berry Phone: 248-3749 Bldg/Room: 327/ISD
 Administrative Contact: Janet Thompson Phone: 248-3749 X26641 Bldg/Room: 327/ISD
 Description of Contract: Laptop MDT Report Writing and Hostage Negotiation equipment
 RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWBE ☐ ESB ☐ JQRF ☐ JN/A ☐ None
 Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>City of Portland Police Bureau</u></p> <p>Mailing Address: <u>1111 SW Second Portland, OR</u></p> <p>Phone: <u>823-0301</u></p> <p>Employer ID# or SS#: <u>93-6002236</u></p> <p>Effective Date: <u>On completion of contract</u></p> <p>Termination Date: <u>On completion of project</u></p> <p>Original Contract Amount: <u>\$ 395,575</u></p> <p>Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: <u>\$ 395,575.00</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input checked="" type="checkbox"/> Other AS INVOICE</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
--	---

REQUIRED SIGNATURES:

Department Manager: Ben Berry Date: July 21, 1997

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: Sandra Duff Date: 7-31-97

County Chair/Sheriff: Deputy Chair Date: August 7, 1997 Contract Administration: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	230	070	7934			61101				395,575.00	
02											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

This contract is between Multnomah County, acting by and through its Department of Support Services, hereinafter called COUNTY, and City of Portland Police Bureau, hereinafter called CITY.

RECITALS:

1. The Multnomah County Board of County Commissioners, upon the recommendation of the Public Safety Coordinating Council, referred a ballot measure to the voters at the May 1996 election to approve a public safety bond measure.
2. Pursuant to SB 1145 (1995) and Multnomah County Ordinance 839, the Board of County Commissioners created the Multnomah County Public Safety Coordinating Council. This Council plans for the use of state and local resources to serve the criminal justice system.
3. The purpose of the bond measure is to fund public safety projects within Multnomah County, as recommended by the Public Safety Coordinating Council.
4. Among the public safety projects to be funded by the public safety bond measure is an extensive computer system upgrade which will allow public safety entities within Multnomah County to access and share strategic data. This project is more specifically described in Exhibit A, attached hereto.
5. The voters approved the public safety bond measure in May 1996 and the bonds were issued in October 1996 in the amount of \$72,700,000. Multnomah County is prepared to give grants from the proceeds to public safety and justice system entities within Multnomah County for purposes of purchasing specific computer equipment required by the project proposed in Exhibit A.

TERMS AND CONDITIONS:

6. COUNTY will pay up to \$395,575.00 to CITY for purchase of equipment, software and related expenses as listed in Exhibit A.

7. CITY will invoice COUNTY for reimbursement of approved purchases on or before June 30, 1999.

8. CITY agrees that the equipment purchased with this grant will be used in the manner set out in the project proposal (Exhibit A) and will provide the network infrastructure required to support the project.

9. CITY agrees to allow COUNTY authorized representatives to have access to books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.

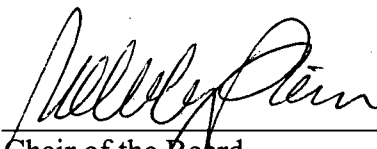
10. CITY, to the extent permitted by the Oregon Tort Claim Act and Oregon Constitution, shall hold harmless, defend and indemnify COUNTY, its officers, agents and employees against all claims, demands, actions and suits (including all attorneys fees and costs) brought against any of them arising from the purchase, installation and/or use of the equipment purchased with this grant.

11. This contract is effective on the date of the execution by the last signatory to the contract.

12. This contract consists of this contract document and the attached Exhibit A. To the extent there are inconsistencies or conflicts between the documents, this contract document takes precedence over any conflicting provision in Exhibit A.

MULTNOMAH COUNTY, OREGON

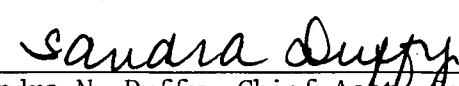
CITY OF PORTLAND POLICE BUREAU

By: 
Chair of the Board
Date: August 7, 1997

By: _____
Title
Date: _____

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
Sandra N. Duffy, Chief Asst. Counsel
Date: 7-31-97
H:\Data\Advisory\Duffy\IGA.Public Safety Bond.doc

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-11 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

Exhibit A
**Public Safety Bond Technology
Program Grant Proposal
Revision 1**

Submitting Agency: Portland Police Bureau

Program Name: Laptop MDT/Report Writing Demonstration Project

Problem Definition:

The Portland Police Bureau expends millions of dollars annually moving information from its source, through various people and processes, to the Bureau's computer systems, where it is available for general use by the criminal justice community. Throughout this process there are numerous delays and duplication of effort points where information is rewritten or rekeyed. One result of this is a frequent backlog in the Availability of the most current information. Providing Bureau members with more advanced technology and a process to facilitate the flow of information from source to final repository will improve the efficiency of the entire Bureau and area criminal justice community.

Additionally, the Bureau has piloted a project to automate the officer's completion of the bureau's report forms. The current trial version has been tested extensively throughout the Bureau, and has met with wide spread user acceptance and the approval of the Records Division. The program now functions only as a standalone application, and does not have record saving or data transmission capability. The automated report form is mewed as the component of a process that will facilitate the accurate and efficient flow of information from the citizen's call to its final repository in PPDS and other criminal justice computer systems.

The mobile digital terminals (MDTs) currently in use by the law enforcement agencies in Multnomah County are obsolete. They are a single function, custom device that uses old (386) PC technology. They can no longer be replaced from the vendor when one breaks down, or when a new vehicle is added to the fleet.

Options:

The Portland Police Bureau requests Public Safety Bond Technology Program grant funding for a demonstration project to accomplish the following:

1. Evaluate using laptop computers as dockable MDTs in 10 vehicles.
2. Enable MDT laptops to also function as a report writing device.
3. Provide laptop computers for use as dockable MDTs and as report writing devices by a designated group of street officers at a designated Precinct.
4. Modify the existing automated report writing system for general bureau use.
5. Incorporate the ability to save multiple reports for printing/transmission at the end of shift into the automated report writing system.
6. Extend the report writing system to be LAN based in addition to being desktop and laptop based.
7. Evaluate the feasibility of capturing data from BOEC in a MDT laptop for report writing support.
8. Evaluate the feasibility of transmitting Officer completed report forms to supervisor for review.
9. Evaluate the feasibility of transmitting approved report forms to Records for processing.
10. Evaluate the feasibility of automating the upload of selected data from report forms into PPDS
11. Demonstrate ability to deliver PPDS data coupled with XImage photos to MDTs.
12. Develop cost/benefit analysis of the several feasibility studies.
13. Develop recommendation for automating the capture of Bureau data.
14. Develop recommendation for County wide MDT replacement.
15. Electronically transmit police reports to other agencies; i.e. - District Attorney's office.

How Request Meets Program Criteria:

This project will allow Portland Police Bureau and ultimately other law enforcement agencies, to meet their missions by facilitating the flow of information.

It will aid in the adoption of CJIS standards for the PPDS data base by making more information available without increasing the data entry workload of any agency or unit.

It will solidify the existing linkages between PPDS and its partner agencies.

Benefits to the Criminal Justice System:

A primary benefit of this project will be the development of a process to migrate information from the source to repository in a timely, efficient, and cost-effective manner. The project will evaluate several types of equipment and technology not currently in use within the area critical justice community and make recommendations on their suitability for general use.

The project will complete the automation of the report writing process for the Portland Police Bureau and other agencies which enter records into PPDS.

The project will evaluate the use of laptop computers as MDT replacements.

Trade Offs/Impact:

Implementing this project will have significant impact on the day to day workload of police officers, investigators, records personnel and others in the justice community. It will change the way officers complete their reports. It will shift some of the data entry workload effort of the Records Division to other functions. It will make more information available to the entire criminal justice community and make it available in a more timely manner.

Cost of Proposal:

Contract Project Manager	\$75,000
Contract MIS Support Technician - 600 Hrs. @ \$40.00	\$24,000
Contract programming support to modify BOEC MDT software	\$45,000
(30) Ruggedized laptop pc computers @ \$4750.00	\$142,500
(5) Equipped pc docking stations located in Precinct @ \$850.00	\$4,250
Software licenses for laptops 30 @ \$1000.00	\$30,000
Developers -materials, equipment, software & supplies	\$15,750
Training classes and materials for users 30 @ \$300.00	\$9,000
(10) Vehicle radio connection, bracket, & installation @ \$2400.00 per vehicle	\$24,000
Total cost of proposal	\$369,500.00

Cost Benefit Analysis:

353,375

A cost benefit analysis has not been completed for this project. However, intuitively, the project should increase the efficiency of police officers by implementing automated report writing agency wide. It should also assist in eliminating the police report processing backlog thereby providing more timely information to the justice community. It will significantly enhance the value of PPDS text data by coupling it with XImage photos. It will also provide a set of deliverables that should assist future planning for complete upgrade of MDTs county wide.

Prepared By: Bill Wesslund
Sr. Information Systems Manager
Portland Police Bureau

FAX- 823-0304

Phone: 823-0301

E-Mail: bwesslund@police.ci.portland.or.us

Revision #1 - June 25, 1997

Portland Police Bureau
Proposal
Bond Technology Program
(submitted June 18, 1997)

A meeting was held at the Justice Center Chief's Conference Room on June 17, 1997 to plan for a proposal for Bureau of Justice Assistance block grant funds available through the State of Oregon. Chief Moose chaired, and various police and other participants attended. Executive Committee members of the Local Public Safety Coordinating Council Ed Schmitt, Mike Schrunk, Beverly Stein, Elyse Clawson, Frank Bearden, and Dan Noelle attended. During the meeting, a commitment was made by the Executive Committee members to fund two of the Police Bureau's items related to information systems technology, in order to free up funding for projects advocated by the Executive Committee.

LPSCC projects now included under the BJA proposal are \$15,000 to train campus monitors (school security guards) across Multnomah County, \$100,000 for overtime by Sheriff's Office deputies, and \$40,000 for a law clerk assigned to Justice Center Courtroom 2, the high volume, low seriousness court established within the past year.

The \$40,000 law clerk was "paid" for by including two information technology items in the Bond Technology Program:

- | | |
|-------------------------------------|---|
| Item 10 (from 10048999 DPU) | Procure Equipment: \$15,700
Purchase 2 Pentium II laptop computers with associated hardware and software for technical support use |
| Item 31d (from 10034999 Detectives) | Procure Equipment: \$26,500
Purchase Hostage Negotiation Team Van and Computer Crime Unit Software |

MEETING DATE: August 7, 1997
AGENDA NO: R-12
ESTIMATED START TIME: 11:06 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA Implementing Public Safety Bond Technology Program

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: August 7, 1997

AMOUNT OF TIME NEEDED: 2 Minutes

DEPARTMENT: Non-Departmental

DIVISION: District Attorney

CONTACT: Tom Simpson

TELEPHONE #: 248-3863

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Michael Schrunk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 500338 with the
City of Gresham Implementing the
Public Safety Bond Technology Program

8/8/97 copies to Tom Simpson & Janet
Thompson, originals to Janet Thompson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: Thompson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 JUL 31 PM 3:39
MULTNOMAH COUNTY
OREGON

Office Memorandum MICHAEL D. SCHRUNK, District Attorney

To: Board of County Commissioners
From: Michael D. Schrunk
Date: August 1, 1997
Re: PSCC Data Standards Committee Report

1. Recommendation/Action Requested: Approval of Intergovernmental Agreements implementing the Public Safety Bond Technology Program.

2. Background/Analysis: The Public Safety Coordinating Council commissioned the Data Standards Committee to meet the following charge: The Data Standards Committee is responsible for making recommendations, providing guidelines, prioritizing, and monitoring the following:

- Development and implementation of the Public Safety Bond Technology Program;
- Policy recommendations regarding data standards adopted by the PSCC; and,
- That data is appropriate for evaluation.

The Committee completed its work in the following fashion:

1. Development and Implementation of the Public Safety Bond Technology Program: The first charge -- development and implementation of the Public Safety Bond Technology Program -- was completed by developing criteria, reviewing proposals, and developing recommendations to the PSCC to fund 22 projects from nine Multnomah County public safety agencies, the Evaluation Committee of the PSCC, and Multnomah County Information Services Division. The Bond Technology Program was funded through the Public Safety Bond approved by voters in May, 1996. The 1996 bond issue included \$7.5 million specifically for "computer equipment and technology infrastructure for public safety and criminal records processing and tracking."

2. Development of Policy Recommendations: The second charge -- policy recommendations regarding data standards adopted by the PSCC -- was met by developing new policy recommendations and reviewing the previously approved recommendations made by the Data Standards Working Group. The Committee determined that two of the Working Group's recommendations were not being accomplished and approved funding from the Bond Technology program to assist with the completion of the recommendations. The completed set of recommendations are included on page 7 of this report.

3. Data is appropriate for evaluation: The third charge -- to assure that data is appropriate for evaluation -- was the driving force behind the Committee's additional policy recommendation and the funding recommendation for a data warehouse. These two recommendations will move Multnomah County closer to being able to evaluate public safety issues in a timely manner.

The Data Standards Committee recommends that an oversight consultant or consulting firm be hired to provide external review and coordination of the many projects funded. Additionally, the Committee recommends the immediate approval of eleven projects and the provisional approval of the remaining

August 6, 1997

projects with full funding contingent upon the findings of the consultant's risk assessment report. These intergovernmental agreements are a part of the initial approval of the eleven projects.

3. Financial Impact: The entire Public Safety Bond Technology Program is \$7.6 million. These funds will be expended over the course of the next two years.
4. Legal Issues: NA
5. Controversial Issues: NA
6. Link to Current County Policies: NA
7. Citizen Participation: The project has been approved by the Multnomah County Public Safety Coordinating Council which includes citizen members.
8. Other Government Participation: The Data Standards Committee included members from the Multnomah County Sheriff, Multnomah County Department of Juvenile and Adult Community Justice, Multnomah County ISD, Portland Police Bureau, Gresham Police Department, Fairview Police Department, Troutdale Police Department, Multnomah County District and Circuit Courts and the Public Safety Coordinating Council.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 500338

Prior-Approved Contract Boilerplate: ☒ Attached: Not Attached

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # R-12 DATE 8/7/97</p> <p>DEB BOGSTAD</p> <p>BOARD CLERK</p>
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Department: Support Services Division: Information Services Date: _____

Contract Originator: Ben Berry Phone: 248-3749 Bldg/Room: 327/ISD

Administrative Contact: Janet Thompson Phone: 248-3749 X26641 Bldg/Room: 327/ISD

Description of Contract: Court Coordinating system, X-Imaging System and Records System

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

ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Gresham Police Department</u></p> <p>Mailing Address: <u>1333 NW Eastman Parkway</u></p> <p><u>Gresham, OR 97030</u></p> <p>Chief <u>Bernie Giusto</u></p> <p>Phone: <u>503 618 2313</u></p> <p>Employer ID # or SS #: <u>93-6002176</u></p> <p>Effective Date: _____</p> <p>Termination Date: _____</p> <p>Original Contract Amount: <u>\$ 109,504</u></p> <p>Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: <u>\$ 109,504</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input checked="" type="checkbox"/> Other AS INVOICE</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: Ben Berry Date: July 21, 1997

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: Sandra Duff Date: 7-31-97

County Chair/Sheriff: Heidi Stein Date: August 7, 1997

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	230	070	7934			8400				109,504	
02											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

This contract is between Multnomah County, acting by and through its Department of Support Services, hereinafter called COUNTY, and City of Gresham Police Department, hereinafter called CITY.

RECITALS:

1. The Multnomah County Board of County Commissioners, upon the recommendation of the Public Safety Coordinating Council, referred a ballot measure to the voters at the May 1996 election to approve a public safety bond measure.
2. Pursuant to SB 1145 (1995) and Multnomah County Ordinance 839, the Board of County Commissioners created the Multnomah County Public Safety Coordinating Council. This Council plans for the use of state and local resources to serve the criminal justice system.
3. The purpose of the bond measure is to fund public safety projects within Multnomah County, as recommended by the Public Safety Coordinating Council.
4. Among the public safety projects to be funded by the public safety bond measure is an extensive computer system upgrade which will allow public safety entities within Multnomah County to access and share strategic data. This project is more specifically described in Exhibit A, attached hereto.
5. The voters approved the public safety bond measure in May 1996 and the bonds were issued in October 1996 in the amount of \$72,700,000. Multnomah County is prepared to give grants from the proceeds to public safety and justice system entities within Multnomah County for purposes of purchasing specific computer equipment required by the project proposed in Exhibit A.

TERMS AND CONDITIONS:

6. COUNTY will pay up to \$109,504.00 to CITY for purchase of equipment, software, and related expenses as listed in Exhibit A.

7. CITY will invoice COUNTY for reimbursement of approved purchases on or before June 30, 1999.

8. CITY agrees that the equipment purchased with this grant will be used in the manner set out in the project proposal (Exhibit A) and will provide the network infrastructure required to support the project.

9. CITY agrees to allow COUNTY authorized representatives to have access to books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.

10. CITY, to the extent permitted by the Oregon Tort Claim Act and Oregon Constitution, shall hold harmless, defend and indemnify COUNTY, its officers, agents and employees against all claims, demands, actions and suits (including all attorneys fees and costs) brought against any of them arising from the purchase, installation and/or use of the equipment purchased with this grant.

11. This contract is effective on the date of the execution by the last signatory to the contract.

12. This contract consists of this contract document and the attached Exhibit A. To the extent there are inconsistencies or conflicts between the documents, this contract document takes precedence over any conflicting provision in Exhibit A.

MULTNOMAH COUNTY, OREGON

CITY OF GRESHAM POLICE
DEPARTMENT

By: 
Chair of the Board

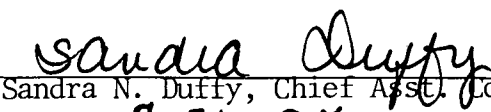
By: _____
Title

Date: August 7, 1997

Date: _____

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
Sandra N. Duffy, Chief Asst. Counsel
Date: 7-31-97
H:\Data\Advisory\Duffy\IGA.Public Safety Bond.doc

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-12 DATE 8/7/97
DEB BOGSTAD
BOARD CLERK

Exhibit A
Public Safety Technology Bond
Project Proposal

A. Submitting Agency: Gresham Police Department

B. Program Name: Police Records Management System (PRMS) Upgrade and Interface

C. Policy Issue:

1. Case Definition: The Gresham Police Department currently employs a records management system developed in a Digital Corporation Open VMS environment which runs on an independent VAX 3100 linked to both the City's internal LAN and a wide area network of regional users through the Bureau of Emergency Communications' (BOEC) Computer Aided Dispatch system (CAD). In the current environment, Gresham Police shares basic records information with all agencies using the BOEC system via CAD and mobile data terminal (MDT) inquiry.

The current system does not share records information with all interested criminal justice agencies in the region. In addition, the information currently shared among BOEC system users is limited to queries on specific cases or individuals. It is the desire of the Gresham Police Department to make any and all of its records information easily accessible to any interested criminal justice agency.

However, an additional goal of the Department is to keep in sight the primary reason for the existence of the Gresham records management system. The system exists to facilitate the proper and timely handling of the hundreds of thousands of pieces of paper that make up our records. The fact that beneficial data exists for use by our own department members and other interested parties is a secondary byproduct of our method of records management. Any enhancement of our ability to share and use the data collected cannot be achieved at the expense of our current document management capabilities.

2. Underlying Cause: This high priority for internal function is imposed upon us by the unique status of both the City and the Police Department among its contemporaries in the region and the State. That unique status stems from the following;

- Gresham is the fourth largest city in Oregon with a population of 80,000.
- Gresham's tax rate is the lowest of any comparable city providing the same services.
- Gresham's employee per capita is lower than any comparable city with 6.17 FTEs per thousand of population. The next lowest comparable city is Medford at 6.47 FTEs per thousand.
- Gresham's police per capita ratio of 1.1 officers per thousand of population is well below the State average of 1.7. Similarly, the total police FTE ratio of 1.49 per thousand is below the State average of 2.2 by an even greater degree than the officer ratio.

Even though Gresham is a common border suburb of Portland facing many of the same crime problems, it has traditionally managed its programs with significantly fewer per capita employees than other similar jurisdictions. Maximizing the effective use of technology has been a key element in this continuing accomplishment.

In particular, the Gresham Police Department has used highly customized computer technology in order to automate a considerable portion of its business functions. The Department would not be capable of conducting its day to day business at its current FTE levels without this technology. As such, the Department must continue to use its own records management software into the foreseeable future and is unable to adopt any other records keeping system.

D. Options:

1. Possible Options: The Gresham Police Department is faced with only one option in pursuing the goals of the Public Safety Technology Bond and its own desire to participate in regional data sharing. Participation is only possible through system interface and data sharing by upgrading our current system to maximize its compatibility with other systems.

2. Option Selected: The Gresham Police Department has elected to participate in the goals of the PSCC Data Standards Committee by requesting an upgrade of its current records management system that will allow connectivity and data sharing with the greatest possible number of partner systems.

GPD proposes to upgrade the current system to a true client/server environment by moving to a Digital Alpha/Sybase server platform with a Visual Basic/Windows 95 PC client front end networked through TCP/IP. The Sybase server platform would allow easy and economical interface to all known mainframe systems used by other agencies. The PC client front end would allow for easy access by any agency lacking a mainframe system by direct PC connection or Internet access.

E. How It Meets The Criteria:

1. Upgrading GPD's current records management system will maintain the foundation of technology necessary for the Department to accomplish its mission within the limitation of its current, and anticipated future, resources. The upgrade will significantly enhance the Department's ability to readily and economically create on-going interfaces with other data systems; allow greater direct access through PC dial-in and WAN connections; and enhance the amount of information accessible through the Internet.

2. As a part of a system upgrade, the Department will have the opportunity to modify its data collection tables to further meet the CJIS standards adopted by the PSCC.

3. & 4. The proposed project includes funding for direct links to other criminal justice agencies in a manner to be decided in part by the direction of the committee. At a minimum it will enhance data sharing through the CAD system among those users. It will benefit all agencies by bringing Gresham's data into the common format proposed by the CJIS standards. It will allow access to Gresham's police records by any interested partner agency with a minimum of a PC computer.

F. Benefits to the Criminal Justice System: To the degree that the data maintained by the Gresham Police Department is of value to the criminal justice system, then enhancing our ability to share that data is of benefit to the criminal justice system.

H. Amount Requested:

System Software Upgrade Cost	\$23,130
Hardware Upgrade Cost	\$16,674
Interface and Data Conversions	\$15,000
Modifications to CJIS Standards	\$5,000
Training Costs	<u>\$6,400</u>
Total Project Cost	\$66,204

The amount requested for this project represents one time costs. The resources to maintain the systems are covered in the Department's current maintenance agreement with its software vender. Although on-going costs were not the primary factor in choosing this option, it should be noted that this project is considerably less expensive in on-going costs to the City of Gresham than the PPDS alternative. The maintenance agreement with our software vender represents an annual cost of \$7,434 compared to an estimated additional annual cost of \$30,490 if GPD were to adopt PPDS.

GRESHAM POLICE DEPARTMENT
PUBLIC SAFETY BOND TECHNOLOGY PROGRAM
INSTALLATION OF X-IMAGING SYSTEM

PROBLEM STATEMENT:

To provide law enforcement officers with current, color photographs of suspects to facilitate positive identification by either the officers or victims through the use of "throw-downs". Currently the only X-Imaging equipment available to agencies in East Multnomah County is the one located at the Sheriff's office.

CRITERIA FOR PSCC FUNDING:

Working in conjunction with the Multnomah County Sheriff's X-Imaging System the Gresham Police Department will be able to more quickly and accurately identify suspects. The computer system also produces "throw-downs", for presentation to victims for identification purposes. These throw-downs are of a much better quality than the ones currently being produced using police department file photograph of indeterminate age.

This system would also provide other law enforcement agencies in far East Multnomah County with a system at a location much nearer their centers of operation.

Cost of operation of this system will be provided in the Gresham Police Department annual budget.

COST SUMMARY:

One time only materials costs:

Capture/Image Station	\$12,500	
Camera	9,700	
Local Area Network		6,000
Installation and Training	3,500	
Color Printer		<u>3,950</u>

TOTAL REQUEST	\$35,650	
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GRESHAM POLICE DEPARTMENT
PUBLIC SAFETY BOND TECHNOLOGY PROGRAM
COURT COORDINATING FUNDING PROPOSAL

**INTERFACE OF GRESHAM POLICE DEPARTMENT COURT COORDINATING WITH THE MULTNOMAH COUNTY COURT
SYSTEM VIA PORTLAND POLICE DATA SYSTEM**

PROBLEM STATEMENT:

Currently the Gresham Police Department is using a manual subpoena tracking system which depends on subpoenas being faxed or hand delivered via inter-governmental mail service. Revisions or changes require telephone calls between court clerks and our court coordinator who then relays the information to the officer(s) involved. As the size of the department has increased this system has become increasingly cumbersome and subject to numerous communication failures at all levels. Additionally, if an officer fails to appear for a court date there is no way of determining where the system broke down.

CRITERIA FOR PSCC FUNDING:

Connecting the Gresham Police Department with the Multnomah County Court System will allow both the police department and the court system to more efficiently accomplish their objectives. It will enhance our ability to notify the courts of changes in officer availability and their ability to notify us of changes in court dates and case status. It will also provide a means of accountability when officers fail to appear for court.

Since this enhancement to our system will be made through the Portland Police Data System we are assured by their administrators that CJIS data standards will be upheld.

On the attached page is a break down of the costs for this project. As shown by these figures this is not a particularly expensive project. Costs are being minimized by taking advantage of computer programs and systems currently being used by the Portland Police Bureau Court Coordinators. Expenses are mainly for the computer hardware and training needed to facilitate using the system.

Funding for continuance of the program will be provided for in the regular police department budget process.

Gresham Police Department
Court Coordinating Funding Proposal
Cost/Benefit Summary

COST SUMMARY

Personnel Costs:	Development Costs for Personnel	
	Training	\$1,000
	Operations Personnel no extra charges, staff already in place	
	Total Personnel Costs	\$1,000

Materials and Services:	Development of Project	
	Programming by PPDS	\$3,800
	Operations Programming Support	2,400
	Annual Equipment Maintenance	1,100*
	Annual Data Storage and Reports	1,200*
	Total Materials and Services	\$ 8,500

Capital Outlay Costs	Three Terminals	\$ 750
	Two Printers	700
	No operational capital costs	
	Total Capital Outlay Costs	<u>\$ 1,450</u>

*No request is being made for these on-going costs

TOTAL FUNDING NEED FROM PSCC: **\$7,650**

BENEFITS SUMMARY

We have a number of projected benefits but at this time we cannot attach a dollar figure. The cost savings in overtime for officers, and clerical processing time cannot be calculated until the system is in place. The benefits derived from cases not being dismissed due to the officer failing to appear also does not have a dollar value.

The time savings that will be realized by the Multnomah County court clerks in checking availability and notifying officers of set overs, pleas, and canceled hearings are not included. Through interfacing with the courts will enhance the exchange of information and enable all of us to more efficiently handle court appearance scheduling.

MEETING DATE: August 7, 1997
AGENDA NO: R-13
ESTIMATED START TIME: 11:08am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA Implementing Public Safety Bond Technology Program

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: August 7, 1997

AMOUNT OF TIME NEEDED: 2 Minutes

DEPARTMENT: Non-Departmental

DIVISION: District Attorney

CONTACT: Tom Simpson

TELEPHONE #: 248-3863

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Michael Schrunk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement 500348 with the
City of Fairview Implementing the
Public Safety Bond Technology Program

8/8/97 copies to Tom Simpson & Janet
Thompson; ORIGINALS to Janet Thompson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: Thompson

BOARD OF
COUNTY COMMISSIONERS
97 JUL 31 PM 3:38
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

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To: Board of County Commissioners
From: Michael D. Schrunk
Date: August 1, 1997
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August 6, 1997

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6. Link to Current County Policies: NA
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MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐ Prior-Approved Contract Boilerplate: ☒ Attached: ☐ Not Attached Contract # 500348
Amendment # _____

Error! Bookmark not defined. CLASS I <input type="checkbox"/> Professional Services under \$50,000 <input checked="" type="checkbox"/> Intergovernmental Agreement under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-13</u> DATE <u>8/7/97</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>
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Department: Support Services Division: Information Services Date: June 22, 1997
 Contract Originator: Ben Berry Phone: 248-3749 Bldg/Room: 327/ISD
 Administrative Contact: Janet Thompson Phone: 248-3749 X26641 Bldg/Room: 327/ISD
 Description of Contract: Police records interface system
 RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ (Check all boxes that apply) Contractor is ☐ JMBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ None
 Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>City of Fairview Police Department</u> Mailing Address: <u>300 Harrison</u> <u>P.O. Box 337</u> <u>Fairview, OR 97024</u> Phone: <u>503 665 7929</u> Employer ID # or SS #: <u>93-6002161</u> Effective Date: <u>On completion of contract</u> Termination Date: <u>On completion of project</u> Original Contract Amount: <u>\$12,400</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: <u>\$12,400.</u>	Remittance Address (if different) _____ _____ _____ Payment Schedule Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input checked="" type="checkbox"/> Other AS INVOICE <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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REQUIRED SIGNATURES:

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 (Class II Contracts Only)
 County Counsel: Sandra Duffy Date: 7-31-97
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LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC
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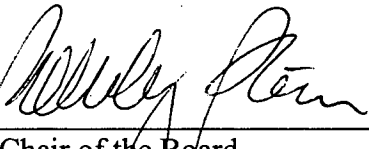
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12. This contract consists of this contract document and the attached Exhibit A. To the extent there are inconsistencies or conflicts between the documents, this contract document takes precedence over any conflicting provision in Exhibit A.

MULTNOMAH COUNTY, OREGON

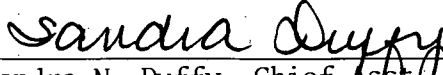
By: 
Chair of the Board
Date: August 7, 1997

CITY OF FAIRVIEW POLICE
DEPARTMENT

By: _____
Title
Date: _____

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
Sandra N. Duffy, Chief Asst Counsel
Date: 7-31-97
H:\Data\Advisory\Duffy\IGA.Public Safety Bond.doc

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-13 DATE 8/7/97
DEB. BOGSTAD
BOARD CLERK

Exhibit A
**Public Safety Technology Bond
Project Proposal**

A. Submitting Agency: Fairview Police Department

B. Program Name: Police Records Interface System

C. Policy Issue:

1. Case Definition: The Fairview Police Department currently does not operate a Records Management Program. All Fairview Police Department records are incorporated into the Multnomah County Sheriff's Office Records Management Program.

The Fairview Police Department is also able to retrieve data from the Portland Police Data System (PPDS) via a terminal installed with the Fairview Police Department.

2. Underlying Cause: This Department would require an upgrade of computer hardware in order to take advantage of the proposed PSCC Data Standards Committee program due to the fact that there is currently no records management system in place.

D. Options:

1. Possible Options: In pursuing the goals of the Public Safety Technology Bond, to participate in regional data sharing and to establish the ability to independently enter and retrieve records and information, the Fairview Police Department has two options: Combine with PPDS or combine with the Gresham Police Department's records management system.

2. Option Selected: The City of Fairview has elected to participate in the goals of the PSCC Data Standards Committee by combining with the Portland Police Data System.

The Fairview Police Department's records are currently integrated into the Multnomah County records system. Since the Multnomah County Sheriff's Office has elected to join PPDS, Fairview's records will be downloaded into that system along with Sheriff's Office records. In addition, since the Fairview Police Department is not yet offering 24-hour service and back-up coverage is provided by the Sheriff's Office, it is important that all records of activity in this city be available in the same place.

Fairview P.D. proposes to purchase the hardware and software necessary to become a participant in the Portland Police Data System.

E. How It Meets The Criteria:

1. Participating in the Portland Police Data System will allow the Fairview Police Department to become an independent partner in a regional records management system. The purchase of computer hardware and upgrades will significantly enhance the department's ability to share police information in an effective and economical manner.
2. By participating in the proposed system, the department will have the opportunity to adopt PPDS data collection tables and to meet the CJIS standards adopted by the PSCC.
3. This project will provide the necessary hardware and upgrades to allow the department to interact with core public safety agencies in Multnomah County. It will also assist in meeting the future needs of the City Police Department as the City grows and as the police department expands into bigger quarters.
4. This project will allow the Fairview Police Department to participate in multi-agency projects.

F. Benefits to the Criminal Justice System:

This project will allow the Fairview Police Department to enter data into a regional system that will become available to all partners and enhance the criminal justice system.

H. Amount Requested:

Computers (2)	\$5,000	Printers (2)	2,000	PPDS Upgraded Terminals
(2)	400	PPDS Printers (2)	600	
Controller (1)	400			
Installation/Administrative Costs	4,000			

Total Project Cost	\$12,400
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The amount requested for this project represents one time costs. The resources to maintain the systems are covered in the Department's current budget. This option was chosen basically because it is more cost-effective to continue keeping our records within the same system as the Multnomah County Sheriff's Office.

MEETING DATE: August 7, 1997
AGENDA #: B-1
ESTIMATED START TIME: 11:10 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT Board Policy Discussion Regarding Assessment & Taxation Staffing and Budget

BOARD BRIEFING: DATE REQUESTED: Thursday, August 7, 1997
REQUESTED BY: Chair Beverly Stein
AMOUNT OF TIME NEEDED: 30 minutes

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: DES DIVISION: Assessment & Taxation
CONTACT: Kathy Tuneberg TELEPHONE #: 248-3326, ext 22331
BLDG/ROOM #: 166/300

PERSON(S) MAKING PRESENTATION: Larry Nicholas, Kathy Tuneberg, Bob Ellis

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Board Policy Discussion Regarding Multnomah County
Assessment and Taxation Division
Staffing and Budget

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Beverly Stein

(OR)
DEPARTMENT
MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
97 JUL 30 PM 4:01
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

Staff Report Supplement

To: Board of County Commissioners

From: Kathy Tuneberg, Acting A&T Director,
Bob Ellis, Assessor/Valuation Manager

Date: August 6, 1997

Subject: Measure 50 Compliance Contingency Request

I. Recommendation/Action Requested

Approve recognition of an additional \$105,535 in DOR grant funds, and a transfer of \$651,218 from the remaining \$850,000 in A&T Fund Contingency to restore appraisal, clerical support and Board of Equalization functions to the level needed to comply with Measure 50 and maintain minimum customer service. This action will free \$198,782 for other General Fund uses within Multnomah County.

II. Background/Analysis

Since the inception of the Department of Revenue Grant under HB 2338, the Board of County Commissioners must, each year, approve the Assessment & Taxation budget and forward it to the Department of Revenue for eligibility in the pool of grant awards made for county Assessment & Taxation operations.

This year as the budgets were being prepared Ballot Measure 47 was in effect and the Legislature had referred Ballot Measure 50 to the voters as a replacement tax reduction measure. Because the grant submission date was prior to the election, two budgets were presented to the commissioners based upon the anticipated work requirements under each measure.

The approved 1997-98 budget included full funding through September 1997 followed by reductions based on the anticipated workload requirements of Ballot Measure 50. A contingency to comply with unbudgeted work required by the actual implementing language was established that was equal to the difference between the two budgets.

Early assumptions were that Measure 50 would eliminate the need to keep Real Market Value (RMV) on the tax roll and that Personal Property belonging to businesses would be exempted thereby reducing the cost of the assessment and taxation function by approximately 22% with the majority of cost reduction in appraisal. However, with the

legislation complete, it is now apparent that the actions of the legislature replicated the requirements of Measure 47 requiring the maintenance of RMV for use in the tax calculation process.

The legislature did increase the level at which Personal Property accounts were not billed, from a market value of \$3,000 to \$10,000, but they did not eliminate the requirement for the owners to continue making the annual filings.

In order to calculate the increase in Maximum Assessed Value for new construction the Measure also requires that the appraisers must calculate the value of the improvement in addition to the total value of the property. For minor construction defined as an increase in value of \$10,000 or less, there was a last minute change that will require that we track the increases and if they exceed \$25,000 in five years it causes a change in the taxable value.

Under both budget scenarios, District appraisal on a six-year cycle was anticipated to be replaced by a less stringent requirement. The M 47 budget proposed retaining one sixth of our current reappraisal program with an emphasis on recalculation of values through an "as needed" appraisal program. The proposed restoration will not include any district reappraisal but will include recalculation of the residential values and will provide funding needed to appraise all new construction annually.

The appeals of 1995 and 1996 commercial values, at the Department of Revenue level, have been over twice the volume expected when the budgets were prepared. To maintain Real Market Value, appraise all new construction and perform the other functions expected by the appraisal section will necessitate restoring 13 appraiser positions and 4 OA2's to the staff budgeted in the appraisal and tax information sections

The clerical staff in the Appraisal Section assists in the A&T customer support by answering 66,000+ phone calls and 5,500+ walk-in customers annually. If these positions are not restored those calls and customers would have to be diverted to the Tax Collection or Records Management Sections which already handle approximately 180,000 calls and 25,000 walk-in customers. Those sections have also sustained cuts. The result would be a reduced staff attempting to handle 36% more calls and 22% more customers at the counter.

It is difficult to forecast the number of appeals that will be made to the Board of Property Tax Appeals (Board of Equalization). With our new processes a property owner will be able to appeal the Maximum Assessed Value in addition to the Real Market Value of their property. The five-year average is 5,600+ and until taxpayers fully understand how Measure 50 impacts the appeal process, our best estimate for the

upcoming year is 5,000 appeals.

The number of BOE boards budgeted will not be adequate to handle this volume of appeals. This level of activity will require 3 boards and necessitate an increase in the amount of per diem budgeted, and will also require the Board of Property Tax Appeals to remain located in the Morrison Building until the end of the session (approximately the end of May 1998).

The Department of Revenue has approved Multnomah County's 1997/98 budget for which the County is expected to receive approximately \$2M in grant funds. However, they also expressed their concern about the adequacy of the currently approved appraisal budget to provide sufficient staff to complete necessary tasks. (Letter attached)

III. Financial Impact

With the addition of contingency funds, the entire budget still represents a cut of \$3.2M from the 1997-98 current service level. In addition funds are included to retain full staffing through September to complete the work required in the first transition year of Measure 50. An inadequate staff to value all new construction, personal property and industrial property would first impact the tax collections in the 1998-99 fiscal year with values not being added to the tax base resulting in lost revenue to Multnomah County and other levy districts.

The most recent DOR Grant Fund estimate indicates an additional \$105,535 increase in revenue for this year. Additionally, HB2049 (which extended the sunset of the funding provided by HB2338 until June 30, 2000) increased the "pool" of funds available for distribution and while we are likely to receive added revenue later this year, the amount is unknown at this time. Should the "pool" rise to the level expected (\$16-\$16.5M) and the County's proportionate share remain about 16%, the County could see an additional \$500-600K in 1998/99.

The Department of Environmental Services rose to the significant challenge of reducing its property tax support by approximately 70% during the budget process. No additional sources of general-fund revenue are available within the department to fund these necessary Assessment & Taxation functions, and funds held in contingency in the A&T fund are the most likely source for this revenue. These funds were placed in contingency with Board approval, pending the outcome of the election, and implementing legislation.

The following table helps summarize funding levels for A&T:

Staff Report on Assessment & Taxation's 1997-98 Budget
Page 4

	1996/97 Actual	1997/78 Current Service Level	Measure 50 1997/98 Budget (exc One-Time- Only)	Measure 50 including Bud Mod	\$ Decrease from 1996/97 budget	% Decrease from 1996/97 budget
Total A&T Fund	10,959,186	12,213,128	8,237,919	8,994,672	1,964,514	17.93%
FTE	150.06	153.90	109.40	126.65	23.41	15.61%

The current Measure 50 level budget cuts 46.50 FTE positions. With this funding 17.25 FTE would be restored leaving the A&T budget with a decrease of 29.25 FTE. Of those 29.25 FTE, 11.50 FTE are vacant.

IV. Legal Issues

The implementing legislation for Measure 50 continues to retain requirements for all appraisal section activities that were previously required with the exception of maintaining a six-year appraisal cycle. This includes defending appeals, appraising new construction, processing exemptions and deferrals, and maintaining Real Market Value on the tax rolls.

V. Controversial Issues

Limited funds available for the County programs make any request for additional funding controversial. However, a failure to perform the required duties may have a greater financial impact on all levy districts because anticipated property tax revenue from new construction would not be fully realized. Levy districts would be concerned should they perceive that A&T funding is insufficient thereby causing them a loss of revenue.

VI. Link to Current County Policy

It is the County policy to operate within the legal requirements for the Assessment and Taxation function. It is also a recent County policy under Measure 50 to fund programs adequately or not at all.

VII Citizen Participation

The Citizen Budget Advisory Committee supported the restoration of budget funds held in contingency as needed to maintain compliance within Assessment and Taxation.

VIII Other Government Participation.

With the exception of the supervision and distribution of grant funds by the Department of Revenue, no other government participation is expected.