



# MULTNOMAH COUNTY, OREGON

## BOARD OF COMMISSIONERS

### Beverly Stein, Chair

1120 SW Fifth Avenue, Suite 1515  
Portland, Or 97204-1914  
Phone: (503) 248-3308 FAX (503) 248-3093  
Email: mult.chair@co.multnomah.or.us

### Diane Linn, Commission Dist. 1

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5220 FAX (503) 248-5440  
Email: diane.m.linn@co.multnomah.or.us

### Serena Cruz, Commission Dist. 2

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5219 FAX (503) 248-5440  
Email: serena.m.cruz@co.multnomah.or.us

### Lisa Naito, Commission Dist. 3

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5217 FAX (503) 248-5262  
Email: lisa.h.naito@co.multnomah.or.us

### Sharron Kelley, Commission Dist. 4

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5213 FAX (503) 248-5262  
Email: sharron.e.kelley@co.multnomah.or.us

### **ANY QUESTIONS? CALL BOARD CLERK DEB BOGSTAD @ 248-3277**

Email: deborah.l.bogstad@co.multnomah.or.us

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

## JUNE 17, 1999

## BOARD MEETING

### FASTLOOK AGENDA ITEMS OF INTEREST

Pg 3	9:30 a.m. Thursday Library Peer Training RESULTS Presentation
Pg 3	9:45 a.m. Thursday Lesbian, Gay, Bi and Trans Pride Parade Proclamation
Pg 4	10:20 a.m. Thursday Authorizing Option to Purchase Property at NW Lovejoy for a Branch Library
Pg 4	10:30 a.m. Thursday Authorizing Johnson Creek Watershed Memorandum of Understanding
Pg 5	10:35 a.m. Thursday Metro Traffic Relief Options Study Briefing
Pg 5	11:00 a.m. Thursday NW Skyline De Novo Land Use Appeal Hearing
★	<b>Check the County Web Site:</b> <a href="http://www.co.multnomah.or.us/">http://www.co.multnomah.or.us/</a>

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

Thursday, 9:30 AM, (LIVE) Channel 30  
Friday, 10:00 PM, Channel 30  
Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

Thursday, June 17, 1999 - 9:30 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM**

#### **NON-DEPARTMENTAL**

- C-1 Re-appointment of Marc Gonzales, Judy Homer and George Scherzer to the INVESTMENT ADVISORY BOARD

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

- C-2 ORDER Canceling Land Sale Contract 15741 with Shril D. Lomax and David J. Lomax Upon Default of Payments and Performance of Covenants

#### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-3 Renewal of Intergovernmental Agreement 0010040 with Oregon Health Sciences University for Purchase of Inpatient Psychiatric Hospital Emergency Hold Services
- C-4 Renewal of Intergovernmental Agreement 0010175 with the City of Portland Parks and Recreation Senior Center DD Program for Purchase of Employment Services for Individuals with Developmental Disabilities
- C-5 Renewal of Intergovernmental Agreement 0010180 with Oregon Commission for the Blind for Purchase of Employment Services for Individuals with Developmental Disabilities
- C-6 Renewal of Intergovernmental Agreement 0010190 with Tri-Met for Purchase of Transportation Services for Individuals with Developmental Disabilities
- C-7 Renewal of Intergovernmental Agreement 0010212 with Portland Public Schools for Purchase of Early Intervention/Early Childhood Special Education Program Services for Individuals with Developmental Disabilities

#### **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- C-8 Budget Modification DCJ 99-20 Increasing Expenditures in Fund 156 by \$26,611 and Decreasing Expenditures in Fund 100 by \$26,611 Reflecting Position Transfers to Address Shifts in Workload
- C-9 Budget Modification DCJ 26 Adding \$9,129 in Additional Court Appointed Special Advocates (CASA) Revenue to the Counseling/Court Services Division
- C-10 Renewal of Intergovernmental Revenue Agreement 0010600 with Oregon Youth Authority for Evaluation and Diagnostic Services, Disposition of Parole Violations, Detention Back-up Community Programs and Services and a Process for Making Training School Placements and Parole Placement Decisions

### **DEPARTMENT OF HEALTH**

- C-11 Budget Modification HD 21 Reflecting Increases and Decreases in Various Job Classes for an Overall Increase of .1 FTE Funded within the Current Budget

### **REGULAR AGENDA**

#### **PUBLIC COMMENT - 9:30 AM**

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

#### **DEPARTMENT OF LIBRARY SERVICES - 9:30 AM**

- R-2 Results from RESULTS: Peer Training RESULTS in a Permanent Circulation Training Team. Presented by Marie Bryson, Terri Elledge, Karen Dillon, Carolyn Fleming, Angie Fisher, Delette Huffman, Ann Knutson, Carol Parten, Steven Roskoski and Sherry Swain. 10 MINUTES REQUESTED.
- R-3 Retail Lease 9910771 with South Market Square LLC for Operation of a Multnomah County Branch Library at 1511 NE Village Street in Fairview

#### **NON-DEPARTMENTAL - 9:45 AM**

- R-4 PROCLAMATION Proclaiming Support for Portland's 24th Annual "Lesbian, Gay, Bi, and Trans Pride" Parade and Celebration

#### **SHERIFF'S OFFICE - 9:55 AM**

R-5 NOTICE OF INTENT to Seek Funds from the STOP (Services, Training, Officers, Prosecutors) Violence Against Women Formula Grant Program for Law Enforcement Training to More Effectively Identify and Respond to Victims of Domestic Violence

R-6 Budget Modification MCSO 99-07 Transferring \$11,383 from General Fund Contingency to the Sheriff's Budget to Offset Unanticipated Overtime, Vehicle Costs and Administrative Expenses Associated with Clean-up of a Major Hazardous Material Site this Spring

**DEPARTMENT OF ENVIRONMENTAL SERVICES - 10:05 AM**

R-7 Budget Modification DES 99-15 Adding 1.0 FTE Facilities Services Coordinator to the Multnomah Building, Beginning May, 1999

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES - 10:10 AM**

R-8 Supplemental Budget Requesting Approval of Budget Modification CFS 13 to Increase Department Budget by \$2,314,244 by Recognizing Revenue to Fund Additional Contractual Service and Changes to Program Staffing in the Behavioral Health Managed Care Fund

**AGING AND DISABILITY SERVICES DEPARTMENT - 10:15 AM**

R-9 Budget Modification ADS 3 Recognizing \$254,854 in Federal and State Revenue, Local Revenue and Recently Awarded Federal Grants and to Authorize Corresponding Expenditures for Additional In-home, Transportation and Legal Services, a Medicare Information and Assistance Pilot Project, and a Pre-admission Screening Program

**NON-DEPARTMENTAL - 10:20 AM**

R-10 RESOLUTION Authorizing Chair to Sign an Option to Purchase Property at 2234 and 2256 NW Lovejoy Street for a Multnomah County Branch Library

R-11 RESOLUTION Authorizing a Memorandum of Understanding Regarding Johnson Creek Watershed and Allocating \$2,500 from Contingency Under the Memorandum of Understanding

R-12 Budget Modification NOND 7 Authorizing the Allocation of \$2,500 from General Fund Contingency to be Paid to the City of Portland Bureau of

Environmental Services as 1999 Summit Funding for the Johnson Creek Watershed Council

**DEPARTMENT OF ENVIRONMENTAL SERVICES - 10:35 AM**

R-13 Information on Metro's Traffic Relief Options Study. Presented by April Siebenaler and Carl Hosticka. 30 MINUTES REQUESTED.

**COMMISSIONER COMMENT/LEGISLATIVE ISSUES**

R-14 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.

---

Thursday, June 17, 1999 - 11:00 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

**LAND USE PLANNING HEARING**

P-1 De Novo Hearing on Appeal of Hearings Officer Decision Denying E 1-99 Regarding Request for Retroactive Exception to the Secondary Fire and Safety Zones and Forest Practices Setbacks for an Illegal Structure on Property Located on NW Skyline Boulevard. Presented by Tricia Sears and Deniece Won. TESTIMONY LIMITED TO 20 MINUTES PER SIDE. 1 HOUR REQUESTED.

# **ANNOTATED MINUTES**

Thursday, June 17, 1999 - 9:30 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **REGULAR MEETING**

*Vice-Chair Diane Linn convened the meeting at 9:31 a.m., with Commissioners Lisa Naito and Serena Cruz present, Chair Beverly Stein excused, and Commissioner Sharron Kelley arriving at 9:37 a.m.*

### **CONSENT CALENDAR**

***UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-11) WAS UNANIMOUSLY APPROVED, WITH COMMISSIONERS NAITO, CRUZ AND LINN VOTING AYE.***

### **NON-DEPARTMENTAL**

C-1 Re-appointment of Marc Gonzales, Judy Homer and George Scherzer to the INVESTMENT ADVISORY BOARD

### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-2 ORDER Canceling Land Sale Contract 15741 with Shril D. Lomax and David J. Lomax, Upon Default of Payments and Performance of Covenants

***ORDER 99-111.***

### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

C-3 Renewal of Intergovernmental Agreement 0010040 with Oregon Health Sciences University for Purchase of Inpatient Psychiatric Hospital Emergency Hold Services

C-4 Renewal of Intergovernmental Agreement 0010175 with the City of Portland Parks and Recreation Senior Center DD Program for Purchase of Employment Services for Individuals with Developmental Disabilities

- C-5 Renewal of Intergovernmental Agreement 0010180 with Oregon Commission for the Blind for Purchase of Employment Services for Individuals with Developmental Disabilities
- C-6 Renewal of Intergovernmental Agreement 0010190 with Tri-Met for Purchase of Transportation Services for Individuals with Developmental Disabilities
- C-7 Renewal of Intergovernmental Agreement 0010212 with Portland Public Schools for Purchase of Early Intervention/Early Childhood Special Education Program Services for Individuals with Developmental Disabilities

**DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- C-8 Budget Modification DCJ 99-20 Increasing Expenditures in Fund 156 by \$26,611 and Decreasing Expenditures in Fund 100 by \$26,611 Reflecting Position Transfers to Address Shifts in Workload
- C-9 Budget Modification DCJ 26 Adding \$9,129 in Additional Court Appointed Special Advocates (CASA) Revenue to the Counseling/Court Services Division
- C-10 Renewal of Intergovernmental Revenue Agreement 0010600 with Oregon Youth Authority for Evaluation and Diagnostic Services, Disposition of Parole Violations, Detention Back-up Community Programs and Services and a Process for Making Training School Placements and Parole Placement Decisions

**DEPARTMENT OF HEALTH**

- C-11 Budget Modification HD 21 Reflecting Increases and Decreases in Various Job Classes for an Overall Increase of .1 FTE Funded within the Current Budget

**REGULAR AGENDA**

***AT THE REQUEST OF VICE-CHAIR LINN AND UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, CONSIDERATION OF THE FOLLOWING ITEM WAS UNANIMOUSLY APPROVED, WITH COMMISSIONERS NAITO, CRUZ AND LINN VOTING AYE.***

## DEPARTMENT OF ENVIRONMENTAL SERVICES

UC-1 FINAL ORDER Findings of Fact, Conclusions of Law and Final Order for Pre 16-98, 17-98 and 18-98 - Applications By Western States Development Corp. for the Validation of Farm Management Plans

**COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF UC-1. STAFF WAS NOT PRESENT. IN RESPONSE TO A QUESTION OF COMMISSIONER CRUZ, COMMISSIONER NAITO EXPLAINED THE ITEM IS ADOPTION OF THE FINAL ORDER THE BOARD ADOPTED LAST WEEK. COMMISSIONER CRUZ STATED SHE WANTS TO MAKE SURE IT DOES NOT STATE THE BOARD FOUND ANYTHING ABOUT THE VALIDITY OF THE UNDERLYING FARM MANAGEMENT PLANS. VICE-CHAIR LINN EXPRESSED CONCERN REGARDING ADOPTION OF THE FINAL ORDER TODAY UNLESS THERE IS A TIMELINE ISSUE. IT WAS ESTABLISHED THERE IS A TIMELINE ISSUE. COMMISSIONER NAITO EXPLAINED THE FINDINGS ARE BASED ON ORDINANCE 903. COMMISSIONER NAITO QUESTIONED THE NECESSITY OF INCLUDING ITEM (4)c), WHICH STATES: "THIS BOARD, AS A MATTER OF POLICY, HAS DETERMINED THAT ITS LAND USE DECISIONS MUST BE BASED ON CRITERIA AT LEAST AS STRICT AS STATE LAW REQUIRES." IN RESPONSE TO A QUESTION OF COMMISSIONER NAITO REGARDING STRIKING (4)c), COUNTY COUNSEL TOM SPONSLER EXPLAINED THAT THE PROVISION SHOULD REMAIN BECAUSE ARGUABLY THAT POLICY IS DIFFERENT FROM PREVIOUSLY ADOPTED BOARD POLICY. FOLLOWING BOARD COMMENTS, FINAL ORDER 99-113 UNANIMOUSLY APPROVED, WITH COMMISSIONERS NAITO, CRUZ AND LINN VOTING AYE.**

## PUBLIC COMMENT

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

*Commissioner Sharron Kelley arrived at 9:37 a.m.*

**GARET MARTIN COMMENTS REGARDING LACK OF ENFORCEMENT OF BARKING DOG NUISANCE CALLS AND RESPONSE TO BOARD COMMENTS URGING PARTICIPATION IN PUBLIC MEETINGS REGARDING A DOG AND CAT FOOD SURCHARGE PROPOSAL AS A WAY OF GENERATING ADDITIONAL FUNDING FOR ANIMAL CONTROL SERVICES.**

**DEPARTMENT OF LIBRARY SERVICES**

R-2 Results from RESULTS: Peer Training RESULTS in a Permanent Circulation Training Team. Presented by Marie Bryson, Terri Elledge, Karen Dillon, Carolyn Fleming, Angie Fisher, Delette Huffman, Ann Knutson, Carol Parten, Steven Roskoski and Sherry Swain.

**ANN KNUTSON, DELETTE HUFFMAN, ANGIE FISHER, KAREN DILLON, CAROLYN FLEMING, MARIE BRYSON, TERRI ELLEDGE, CAROL PARTEN, STEVEN ROSKOSKI AND SHERRY SWAIN PRESENTATION AND RESPONSE TO BOARD COMMENTS IN SUPPORT.**

R-3 Retail Lease 9910771 with South Market Square LLC for Operation of a Multnomah County Branch Library at 1511 NE Village Street in Fairview

**BOB OBERST EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING POSSIBLE CONDO TYPE PURCHASE RATHER THAN LEASE. COMMISSIONER KELLEY MOVED AND COMMISSIONER CRUZ SECONDED, TWO WEEK CONTINUATION OF R-3 IN ORDER FOR STAFF TO DISCUSS PURCHASE OPTION WITH SOUTH MARKET SQUARE LLC. VICE-CHAIR LINN ENCOURAGED STAFF TO NOT TAKE NO FOR AN ANSWER. R-3 UNANIMOUSLY CONTINUED TO THURSDAY, JULY 1, 1999.**

**NON-DEPARTMENTAL**

R-10 RESOLUTION Authorizing Chair to Sign an Option to Purchase Property at 2234 and 2256 NW Lovejoy Street for a Multnomah County Branch Library

**COMMISSIONER KELLEY MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-10. BOB OBERST AND JUNE MIKKELSEN EXPLANATION. FRANK BIRD TESTIMONY IN SUPPORT, ADVISING NEIGHBORHOOD ASSOCIATION MEMBERS REMAIN CONCERNED OVER MIXED USE HOUSING. VICE-CHAIR LINN ADVISED THERE IS A PUBLIC MEETING REGARDING THIS ISSUE ON JULY 12, 1999. RESOLUTION 99-114 UNANIMOUSLY APPROVED.**

R-4 PROCLAMATION Proclaiming Support for Portland's 24th Annual "Lesbian, Gay, Bi, and Trans Pride" Parade and Celebration

**COMMISSIONER KELLEY MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-4. KATHY MILLARD READ PROCLAMATION AND RESPONDED TO BOARD QUESTIONS AND COMMENTS IN SUPPORT. PROCLAMATION 99-112 UNANIMOUSLY APPROVED.**

**SHERIFF'S OFFICE**

R-5 NOTICE OF INTENT to Seek Funds from the STOP (Services, Training, Officers, Prosecutors) Violence Against Women Formula Grant Program for Law Enforcement Training to More Effectively Identify and Respond to Victims of Domestic Violence

**COMMISSIONER KELLEY MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-5. SHERI HUMBLE EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS IN SUPPORT. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-7 Budget Modification DES 99-15 Adding 1.0 FTE Facilities Services Coordinator to the Multnomah Building, Beginning May, 1999

**COMMISSIONER KELLEY'S MOTION FOR APPROVAL DIED FOR LACK OF A SECOND. COMMISSIONER KELLEY'S MOTION FOR ONE WEEK CONTINANCE DIED FOR LACK OF A SECOND. COMMISSIONER CRUZ COMMENTED REGARDING HER FRUSTRATION WITH STAFF'S LACK OF RESPONSE FOR INFORMATION IN AN ADEQUATE AND TIMELY MANNER. JIM EMERSON AND LARRY NICHOLAS COMMENTS IN RESPONSE. BUDGET MODIFICATION FAILED FOR LACK OF BOARD ACTION.**

### **SHERIFF'S OFFICE**

R-6 Budget Modification MCSO 99-07 Transferring \$11,383 from General Fund Contingency to the Sheriff's Budget to Offset Unanticipated Overtime, Vehicle Costs and Administrative Expenses Associated with Clean-up of a Major Hazardous Material Site this Spring

**COMMISSIONER KELLEY MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-6. LARRY AAB EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

R-8 Supplemental Budget Requesting Approval of Budget Modification CFS 13 to Increase Department Budget by \$2,314,244 by Recognizing Revenue to Fund Additional Contractual Service and Changes to Program Staffing in the Behavioral Health Managed Care Fund

**COMMISSIONER KELLEY MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-8. WENDY LEAR EXPLANATION AND RESPONSE TO BOARD QUESTIONS. STAFF DIRECTED TO PROVIDE BOARD WITH INFORMATION REGARDING ANY ADDITIONAL FUNDS WHICH MAY BE AVAILABLE FOR MENTAL HEALTH SYSTEM PROGRAMS PRIOR**

**TO BUDGET ADOPTION NEXT WEEK. BUDGET  
MODIFICATION UNANIMOUSLY APPROVED.**

**AGING AND DISABILITY SERVICES DEPARTMENT**

R-9 Budget Modification ADS 3 Recognizing \$254,854 in Federal and State Revenue, Local Revenue and Recently Awarded Federal Grants and to Authorize Corresponding Expenditures for Additional In-home, Transportation and Legal Services, a Medicare Information and Assistance Pilot Project, and a Pre-admission Screening Program

**COMMISSIONER KELLEY MOVED AND  
COMMISSIONER NAITO SECONDED, APPROVAL  
OF R-9. CAROLINE SULLIVAN EXPLANATION  
AND RESPONSE TO BOARD QUESTIONS.  
COMMISSIONER CRUZ REQUESTED PILOT  
PROJECT STAFF TO TOUCH BASE WITH THE  
CCFC POVERTY SUBCOMMITTEE BENEFITS  
CALCULATOR PROJECT. BUDGET  
MODIFICATION UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

R-11 RESOLUTION Authorizing a Memorandum of Understanding Regarding Johnson Creek Watershed and Allocating \$2,500 from Contingency Under the Memorandum of Understanding

**COMMISSIONER NAITO MOVED AND  
COMMISSIONER CRUZ SECONDED, APPROVAL  
OF R-11. COMMISSIONER NAITO AND STEVE  
MARCH EXPLANATION. RESOLUTION 99-115  
UNANIMOUSLY APPROVED.**

R-12 Budget Modification NOND 7 Authorizing the Allocation of \$2,500 from General Fund Contingency to be Paid to the City of Portland Bureau of Environmental Services as 1999 Summit Funding for the Johnson Creek Watershed Council

**COMMISSIONER NAITO MOVED AND  
COMMISSIONER CRUZ SECONDED, APPROVAL  
OF R-12. BUDGET MODIFICATION  
UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-13 Information on Metro's Traffic Relief Options Study. Presented by April Siebenaler and Carl Hosticka.

***ED ABRAHAMSON, CARL HOSTICKA AND APRIL SIEBENALER PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.***

**COMMISSIONER COMMENT/LEGISLATIVE ISSUES**

R-14 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.

***VICE-CHAIR LINN ADVISED THAT TODAY IS THE LAST DAY OF SCHOOL AND TEACHERS ARE BEING HONORED TODAY.***

P-1 De Novo Hearing on Appeal of Hearings Officer Decision Denying E 1-99 Regarding Request for Retroactive Exception to the Secondary Fire and Safety Zones and Forest Practices Setbacks for an Illegal Structure on Property Located on NW Skyline Boulevard. Presented by Tricia Sears and Deniece Won.

***AT THE REQUEST OF APPELLANT'S ATTORNEY, WITH THE CONSENT OF OPPONENT'S ATTORNEY, AND UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER CRUZ, IT WAS UNANIMOUSLY APPROVED THAT TODAY'S DE NOVO HEARING BE RESCHEDULED FOR 10:00 AM, THURSDAY, JULY 22, 1999, WITH TESTIMONY LIMITED TO 20 MINUTES PER SIDE.***

*There being no further business, the meeting was adjourned at 11:35 a.m.*

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

***Deborah L. Bogstad***

Deborah L. Bogstad



## Beverly Stein, Multnomah County Chair

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

Phone: (503) 248-3308  
FAX: (503) 248-3093  
E-Mail: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

### MEMORANDUM

TO: Commissioner Diane Linn  
Commissioner Serena Cruz  
Commissioner Lisa Naito  
Commissioner Sharron Kelley  
Office of the Board Clerk

FROM: R. Lyne Martin

DATE: April 16, 1999

RE: Beverly's Absence Board/Briefing meetings

---

Chair Stein will be in visiting Baker County June 15-17. No Briefing has been scheduled for Tuesday June 15<sup>th</sup>. The Regular Board meeting on Thursday June 17<sup>th</sup>, Chair Stein will be unable to attend.

cc: Chair's Staff

RECEIVED  
COUNTY ADMINISTRATOR'S OFFICE  
99 APR 16 PM 3:51  
MULTNOMAH COUNTY  
OREGON

MEETING DATE: JUN 17 1999  
AGENDA NO: C-1  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

-----  
**AGENDA PLACEMENT FORM**

SUBJECT: Re-appointments to Investment Advisory Board

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: 6/24/99

AMOUNT OF TIME NEEDED: Consent

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Harry Morton

TELEPHONE #: 248-3290

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Re-appointment of Marc Gonzales, Judy Homer and George Scherzer to the Investment Advisory Board

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

*Beverly Stein*

CLERK OF  
COUNTY COMMISSIONERS  
MULTI-COUNTY  
OREGON  
99  
JUN - 3  
PM 3:04

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

MEETING DATE: JUN 17 1999

AGENDA NO: C-2  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Cancellation of Defaulted Land Sales Contract

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Requested by: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Gary Thomas TELEPHONE #: 248-3590 X22591  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Request cancellation of Land Sales Contract 15741 to SHRIL D. LOMAX & DAVID J. LOMAX.  
Cancellation Order and Copy of Default Notice attached

6/17/99 copy & 5 certified true copies  
to VANESSA WITKA

99 JUN - 3 PM 12: 28  
CLERK OF COUNTY COMMISSIONERS  
MULTI-DEPARTMENT COUNTY  
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: Pat Frahle Larry F. Nicholas / us

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

ORDER NO. 99-111

Cancelling Land Sale Contract 15741 with SHRIL D. LOMAX & DAVID J. LOMAX and upon Default of Payments and Performance of Covenants

The Multnomah County Board of Commissioners Finds:

- a) Contract purchasers, SHRIL D. LOMAX & DAVID J. LOMAX, by contract dated June 18, 1993, book 2708 and Page 1663, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

LOT 11, BLOCK 4, SCOFFINS ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

- b) The purchasers is now in default of the terms of contract in that purchaser

Failed to make monthly payments of \$363.98 since October 2, 1996 for a total of \$363.98.  
Failed to pay delinquent business tax for tax years 93/94 & 94/95 for a total of \$684.89.  
Failed to pay delinquent property taxes for tax years 96/97, 97/98, & 98/99 for a total of \$684.89.

- c) ORS 275.220 provides that upon default, the Board may cancel the contract:

- d) The County sent notice to contract purchasers and other interested parties of this cancellation consistent with ORS 93.915.

The Multnomah County board of Commissioner Orders:

1. That the subject contract be and is declared CANCELLED.
2. That the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.
3. That the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order and a return of service be made upon such copy of the order to:

SHRIL D. LOMAX, 7102 NE 10TH, PORTLAND OR 97211  
DAVID J. LOMAS, 7102 NE 10TH, PORTLAND OR 97211

Adopted this 17th day of June, 1999.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
for Multnomah County, Oregon

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

MULTNOMAH COUNTY TAX TITLE  
PO BOX 2716, PORTLAND OR 97208  
421 SW 6TH AVE, RM 300, PORTLAND OR 97204  
503-248-3590

January 13, 1999

## URGENT, REQUIRES IMMEDIATE ACTION

SHRIL D. LOMAX & DAVID J. LOMAX  
7102 NE 10TH  
PORTLAND OR 97211

### FINAL NOTICE OF DEFAULT AND PENDING CANCELLATION OF CONTRACT 15741

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN DEFAULT UNDER CONTRACT #15741 RECORDED ON June 18, 1993, BOOK 2708, PAGE 1663 BETWEEN SELLER, MULTNOMAH COUNTY AND CONTRACT PURCHASER, SHRIL D. LOMAX & DAVID J. LOMAX AND FOR THE PROPERTY LEGALLY DESCRIBED AS:

LOT 11, BLOCK 4, SCOFFINS ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon, also known as FORMERLY KNOWN AS 7028 NE 10TH AVE (R-75020-0970).

This contract is in Default due to:

- 1) Starting from October 2, 1996, no installments have been paid on Contract 15741. As of May 13, 1999, the amount due on the contract will be \$363.98. This figure includes interest and principal. Make certified funds payable to TAX TITLE, ref 15741.
- 2) The delinquent taxes have not been paid for tax years 96/97, 97/98, & 98/99 for a total of \$684.89. This figure includes taxes, interest, and fees through May 13, 1999. Make certified funds payable to TAX COLLECTOR, ref R-75020-0970.
- 3) The delinquent taxes for business tax account, have not been paid for tax years 93/94 & 94/95 for a total of \$298.08. This figure includes taxes, interest, and fees through May 13, 1999. Make certified funds payable to TAX COLLECOTR, ref P-04-34220-00.

TOTAL OF DEFAULT IS \$1,328.29. You have 120 days to cure this default. The deadline is May 13, 1999.

IN ORDER TO CURE THE DEFAULT YOU MUST PAY ALL INSTALLMENTS DUE, INCLUDING INTEREST, ALL DELINQUENT TAXES, INCLUDING INTEREST AND FEES, AND ALL COSTS INCURRED BY THE COUNTY RESULTING FROM THIS DEFAULT AS DESCRIBED ABOVE. PLEASE BE ADVISED THAT THE BACK INSTALLMENTS AND TAXES MUST BE PAID CURRENT TO THE DATE OF ACTUAL PAYMENT AND ARE SUBJECT TO CONTINUING ACCUMULATION OF INTEREST OR PRINCIPAL OR BOTH. PAYMENT MUST BE MADE IN CERTIFIED FUNDS (NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED). YOU CAN MAIL TO THE PO BOX OR BRING YOUR PAYMENT IN PERSON TO THE STREET ADDRESS LISTED IN THE ABOVE LETTERHEAD.

IF THE DEFAULT IS NOT CURED BEFORE May 13, 1999, (120 days) THIS CONTRACT WILL BE CANCELED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FOREFITTED FOREVER TO THE COUNTY.

SINCERELY,



GARY THOMAS  
FORECLOSED PROPERTY COORDINATOR

Recorded in the County of Multnomah, Oregon  
C. Swick, Deputy Clerk



8.00

99009982 3:20pm 01/14/99

014 20022543 02 14  
A90 1 0.00 5.00 3.00 0.00 0.00

Plu Tax Title 1-14-99

MEETING DATE: JUN 17 1999

AGENDA NO: C-3

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Intergovernmental Agreement with University Hospital at Oregon Health Science University for In-Patient Psychiatric Hospital Emergency Holds**

**BOARD BRIEFING**

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

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

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

**REGULAR MEETING**

Date Requested: \_\_\_\_\_ Next \_\_\_\_\_

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

DEPARTMENT: Community and Family Services

CONTACT: Lorenzo Poe/ Floyd Martinez

DIVISION: Behavioral Health

TELEPHONE: 248-3691

BLDG/ROOM: 166/7

PERSON(S) MAKING PRESENTATION: N/A

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

**SUGGESTED AGENDA TITLE**

**Intergovernmental Agreement with University Hospital at Oregon Health Science University for In-Patient Psychiatric Hospital Emergency Holds**

**SIGNATURES REQUIRED:**

6/17/99 Originals to Lynn Lewis

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

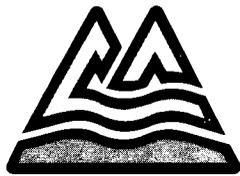
OR

DEPARTMENT MANAGER: Lorenzo Poe

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
99 JUN - 8 PM 12: 45



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Beverly Stein, Multnomah County Chair

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

DATE: June 2, 1999

SUBJECT: FY 1999-2000 Intergovernmental Agreement with University Hospital at OHSU

- I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends County Chair approval of the attached contract with University Hospital for the period July 1, 1999 through June 30, 2000.
- II. **Background/Analysis:** The Department of Community and Family Services is contracting with Oregon Health Sciences University-University Hospital for emergency psychiatric holds for people served with a notice of mental illness. This is part of the commitment services program operated by the Department's Adult Mental Health Program. The program intent is to move people to less restrictive settings as soon as appropriate.
- III. **Financial Impact:** Funds for this contract are included in the Department budget. University Hospital is covered under an RFP exemption through June 30, 2000.
- IV. **Legal Issues:** The County is required to provide for emergency hospital holds. It does so through contracts with hospitals equipped with State-approved psychiatric hospital hold services.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** This contract is linked to the Benchmark concerning access to mental health services and public safety.
- VII. **Citizen Participation:** Not applicable.
- VIII. **Other Government Participation:** This contract is with OHSU, another public agency and formerly a branch of the State of Oregon.

F:\ADMIN\CEU\9900CONT\OHS-EHME.DOC



COMMUNITY AND FAMILY SERVICES DEPARTMENT  
 CONTRACT APPROVAL FORM SUPPLEMENT  
 Contractor : UNIVERSITY HOSPITAL E HOLDS OP331

Vendor Code : 00391

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010040

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1662	M24E	6060	9001X <input type="text"/>	AMH SMHD AMH Emergency Holds	Requirements		Requirements	\$173,295.00
52	156	010	1662	M24E	6060	9999L <input type="text"/>	County General Fund AMH Emergency Holds	Requirements		Requirements	\$139,936.00
TOTAL								\$0.00	\$0.00	\$0.00	\$313,231.00

PROCUREMENT REPORT

Contractor Name : UNIVERSITY HOSPITAL E HOLDS OP331  
Vendor Code: 00391

Procurement : EX22      Part :      Issue Date : 05/03/95      First Contract : 07/01/95      Expiration Date : 06/30/00

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Svc Element</u>	<u>Original Amount</u>	<u>Amendment Amount</u>	<u>Final Amount</u>	<u>Requirements Estimate</u>
0	07/01/99	06/30/00	M24E    AMH Emergency Holds	Requirements		Requirements	\$173,295.00
0	07/01/99	06/30/00	M24E    AMH Emergency Holds	Requirements		Requirements	\$139,936.00



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

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

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

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

## MEMORANDUM

TO: Beverly Stein, County Chair

FROM: *JH* Franna Hathaway, Manager  
Purchasing Section

DATE: April 26, 1995

SUBJECT: REQUEST FOR EXEMPTION FROM THE COMPETITIVE REQUEST FOR PROPOSAL PROCESS TO CONTRACT WITH MENTAL HEALTH HOSPITAL EMERGENCY HOLDS

*EX 22*

*W62*

Attached is a memorandum from the Community and Family Services Division (CFSD), Administrative Offices, requesting a five (5) year exemption from the competitive Request for Proposal (RFP) process to contract with the following hospitals and non-hospital psychiatric units providing psychiatric beds for mental health emergency holds:

- ✓ Legacy Hospitals (Emanuel, Good Samaritan Mt. Hood Medical Center)
- ✓ Mental Health Partners (Ryles Center)
- ✓ Oregon Health Sciences University
  - Pacific Gateway Hospital *Pacific Corp - no vendor*
- ✓ Portland Adventist Hospital
- University Hospital *686893A*
- ✓ Providence Hospital (no contract)
- St. Vincent Hospital (no contract) *No vendor*
- ✓ Woodland Park Hospital (no contract)

The term of the exemption is requested for a five (5) year period beginning July 1, 1995 through June 30, 2000. The Division uses a requirements contract to allow for payments as needed. The exemption is requested for any hospital or non-hospital psychiatric unit that is licensed by the State to provide psychiatric services and has a State-certified holding room. The Hospitals noted above currently meet these requirements and have the capacity to provide emergency holds.

**Background:** This exemption is based on the fact that hospitals and non-hospital psychiatric units are licensed by the State for psychiatric services and the Division is willing to contract with any provider that will accept emergency holds of people being committed for mental health reasons. The number of qualified, licensed providers is more limited than the need.

Generally, the Division has no control over where involuntary commitments occur, although the County is responsible for last-dollar payment, once insurance and other third party payment options are exhausted. Due to limited facilities willing and able to provide the emergency holds, the Division has been able to contract or otherwise arrange payment with all known providers. This exemption would allow that process to continue without disruption.

**Finding of Fact/Recommendation:** The Purchasing staff recommends approval of the request for exemption from the competitive RFP process for the requested five year period. This request is supported by Administrative Procedure #PUR-1, Section X.A.1.b, Blanket Exemptions.

**APPROVED:** *- With the understanding that any new providers entering the market would also be exempted.*

**DENIED:**

Beverly Stein  
Beverly Stein, County Chair

\_\_\_\_\_  
Beverly Stein, County Chair

Date: 6/3/95

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

Attachments

c: Cilla Murray  
Jeff Baer



# MULTNOMAH COUNTY OREGON

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

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

TO: Franna Hathaway, Purchasing Manager  
FROM: Lorenzo Poe, Director *Lorenzo Poe*  
Community and Family Services Division

DATE: April 17, 1995

SUBJECT: RFP Exemption Request: Mental Health Hospital Emergency Holds

**Request for Exemption:** This is to request a five year exemption to the RFP process for hospitals and non-hospital psychiatric units providing psychiatric beds for mental health emergency holds, for the period July 1, 1995 through June 30, 2000. The Division uses a requirements contract to allow for payments as needed. The exemption is requested for any hospital or non-hospital psychiatric unit that is licensed by the State to provide psychiatric services and has a State-certified holding room. The following currently meet these requirements and have the capacity to provide emergency holds:

- Legacy Hospitals (Emanuel, Good Samaritan, Mt. Hood Medical Center)
- Mental Health Partners (Ryles Center)
- Oregon Health Sciences University
- Pacific Gateway Hospital
- Portland Adventist Hospital
- University Hospital
- Providence Hospital (no contract)
- St. Vincent Hospital (no contract)
- Woodland Park Hospital (no contract)

**Basis for Exemption:** The basis for this RFP exemption is that hospitals and non-hospital psychiatric units are licensed by the State for psychiatric services and the Division is willing to contract with any provider that will accept emergency holds of people being committed for mental health reasons. This is not a competitive process; the number of qualified providers is more limited than the need.

**Background:** People served with a Notice of Mental Illness by police, physicians, or significant others are frequently hospitalized temporarily for safety and assessment purposes. The Division pays for these pre-commitment hospitalizations ("E-Holds") on a last-dollar basis. The intent is to relocate a person on a hold to a secure facility and bed within two hours of the Notice of Mental Illness being served on the person.

Generally, the Division has no control over where involuntary commitments occur, although the County is responsible for last-dollar payment, once insurance and other third party payment options are exhausted. Because there are limited facilities willing and able to provide the emergency holds, the Division has been able to contract or otherwise arrange payment with all known providers. This RFP exemption would allow that process to continue without disruption.

Thank you for your assistance in this matter. If you have questions, please call Cilla Murray, 248-3691, extension 6296.

**INTERGOVERNMENTAL AGREEMENT  
MULTNOMAH COUNTY PSYCHIATRIC HOLDS**

THIS AGREEMENT is made and entered into by and between **MULTNOMAH COUNTY**, a home rule political subdivision of the State of Oregon (hereinafter referred as "**COUNTY**"), and **Oregon Health Sciences University, UNIVERSITY HOSPITAL**, (hereinafter referred to as "**HOSPITAL**").

Witnesseth:

WHEREAS, **COUNTY'S** Department of Community & Family Services (DCFS) requires service provided under ORS 426.228 through 255, and

WHEREAS, **HOSPITAL** is qualified and prepared to provide such services as **COUNTY** does hereinafter require, under ORS 426.228 through 255; now, therefore,

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

- I. **TERM.** The term of this Agreement shall be from July 1, 1999 through June 30, 2000, unless sooner terminated under the provisions hereof.
- II. **SERVICES AND COMPENSATION.** Services under this Agreement shall consist of the following:
  - A. **Hospital Obligations.** The **HOSPITAL** agrees as follows:
    1. The **HOSPITAL** shall provide administrative and direct patient care services for patients meeting the admission criteria defined in ORS 426.231. The **HOSPITAL** will provide these services on a 24-hour-per-day, 7-day-per-week, continuous basis.
    2. **HOSPITAL** agrees to maintain a capacity of four (4) patient beds in secure setting for Multnomah County holds. **HOSPITAL** staff and physicians will move patients to less restrictive settings as soon as appropriate.
    3. **HOSPITAL** agrees to provide Community Hospital Services in compliance with applicable portions of administrative rules OAR 309-33-200 through -970, Standards for Civil Commitment.

4. **HOSPITAL** will maintain State certificate of compliance with the administrative rules cited above, as required by the State Office of Mental Health Services and as determined through the site review process. **HOSPITAL** will maintain certification by the Joint Commission on Accreditation of Health Care Organizations (JCAHO), licensure under ORS 441.015 by the Oregon State Health Division for the hospital services, a state certified holding room, and approval under OAR 309-32-620 through 309-32-690 (Standards for Regional Acute Care Facilities for Adults).

**HOSPITAL** will submit to **COUNTY** those portions of any reports of JCAHO or Health Division reviews which relate to the services under this Agreement. **COUNTY** agrees to treat any such reports confidentially in accordance with ORS 192.502(9) and not release them without prior notice to **HOSPITAL**.

5. (a) **HOSPITAL** shall provide and staff an area to hold consumers in custody presenting at the emergency room who are at risk of a hold.

(b) **HOSPITAL** medical staff shall assess consumers presenting at the emergency room who are at risk of a hold. When appropriate for purposes of diversion, medical staff will consult with the mental health professionals on contract with the **COUNTY**.

6. For all persons hospitalized under the terms of this Agreement, a physician shall have examined the patient and documented clear evidence on the Notice of Mental Illness that the patient is in need of emergency psychiatric care, custody, and treatment for mental illness AND is currently dangerous to self or others.

7. The examining physician shall be a permanent staff member, or be under the supervision of a member of the permanent staff of the Emergency Room. **HOSPITAL** shall maintain client information concerning admission sufficient to respond to inquiries by the examiner or investigator of the hold.

8. When the **HOSPITAL** withdraws a Notice of Mental Illness, **HOSPITAL** shall immediately notify Court and **COUNTY**.

9. **HOSPITAL** agrees to cooperate with the **COUNTY** and community mental health agencies who contract with the **COUNTY** to promote and utilize all alternatives to involuntary hospitalization.

10. **HOSPITAL** is not required to deliver nor shall **HOSPITAL** bill the **COUNTY** for services which do not meet the criteria for emergency psychiatric care, custody, and treatment related to or resulting from such psychiatric condition for those persons who are held pursuant to the requirements of ORS 426.

11. **HOSPITAL** agrees to maintain Medicare and Medicaid certification and eligibility to participate in the Medicare and Medicaid reimbursement program for psychiatric services in a general hospital.

12. **HOSPITAL** will participate in scheduled meetings of the **COUNTY** Psychiatric Emergency Operations Team and the Metro Advisory Council and any additional meetings that are mutually agreed upon.

13. In addition, **HOSPITAL** will, through participation in the Metro Acute Care Advisory Council, assist in the development of regional acute care system evaluation measures, provide pertinent data for those measures as appropriate, and monitor the outcomes.

14. **HOSPITAL** shall designate a hospital representative with administrative expertise to oversee the patient care program and serve as liaison between the **HOSPITAL** and **COUNTY** mental health personnel.

15. **HOSPITAL** shall maintain a quality assurance and peer review process for hospital services provided herein, which conforms to all state and federal laws, regulations and guidelines. **HOSPITAL** shall administer this process internally.

**B. County Obligations.** The **COUNTY** agrees as follows:

1. Payment will be made for care provided during the time period when the person is lawfully detained in the hospital in pre-commitment status. **COUNTY** or designees will notify the **HOSPITAL** in person or by phone that an order of dismissal has been initiated by the court. **COUNTY** ceases payment at this point. Last day room charges shall not be paid unless duration of hospitalization is only one day.

2. **COUNTY** will pay for those services which constitute emergency psychiatric care, custody, and treatment related to or resulting from such psychiatric condition for those persons who are held pursuant to the requirements of ORS 426.

3. For eligible patients admitted from January 1, 1999 through June 30, 2000 **COUNTY** will pay **HOSPITAL**: (a) \$612 per day for hospital services; and (b) \$155 for the first day and \$52 per day for each additional day for Physician services; less the amount of payments received for the same hospital or physician services by first or third party payers; except that Medicaid payment will constitute full payment for Medicaid eligible patients.

4. Set-overs mandated by the Court will be billed to **COUNTY**, and **COUNTY** will pay at the rates listed in paragraph 3, above.

5. For patients diverted from pre-commitment hospitalization from July 1, 1999 through June 30, 2000: Patients who have been evaluated in the emergency room by a physician for "dangerousness" may be diverted in the emergency room, in consultation with a mental health worker, to the Special Care Facility, crisis respite, community treatment services/adults/acute care, or non-hospital crisis services, in lieu of pre-commitment hospitalization. In these cases, **COUNTY** will pay **HOSPITAL** \$139 per encounter per patient, less the amount of payments received for the same services by first or third party payers; except that Medicaid payment will constitute full payment for Medicaid eligible patients.

6. **COUNTY** will, through participation in the Metro Acute Care Advisory Council, assist in the development of regional acute care system evaluation measures, provide pertinent data for those measures as appropriate, and monitor the outcomes.

**C. Billing Procedures**

1. **COUNTY** agrees to pay **HOSPITAL** within 30 days of receipt of billings received on the UB 92 billing form, as required by the **COUNTY**.

2. Any appeals concerning denied claims shall be directed to the Division Director, Multnomah County (or designee) who shall resolve the dispute within 30 days.

3. **HOSPITAL** agrees to reimburse **COUNTY** in the amount of any payments received at **HOSPITAL** by or on behalf of patients for whose care **COUNTY** has paid.

4. **HOSPITAL** will provide such billing and service documentation as described in the attached, Program Instructions.

5. **HOSPITAL** will aggressively pursue all avenues to obtain Medicare, Medicaid, Veterans Administration, insurance and client payment for care provided to patients served under this contract, as it does for all other patients under its standard collection practices. **HOSPITAL** will bill the **COUNTY** when it has been determined that all other sources have been exhausted. **HOSPITAL** will maintain documentation of uncollectability for a minimum of three years.

**III. LIABILITY.**

**HOSPITAL** and **COUNTY** recognize that each is a public body governed by the Oregon Tort Claims Act and subject to the limits and liabilities therein.

A. **HOSPITAL** is an independent contractor and is solely responsible for the conduct of its programs. **HOSPITAL**, its employees and agents shall not be deemed employees or agents of **COUNTY**. **COUNTY** is an independent contractor and is solely responsible for the conduct of its programs. Neither **COUNTY**, nor **COUNTY'S** employees or agents shall be deemed employees or agents of **HOSPITAL**.

B. **HOSPITAL** shall defend, indemnify, hold and save harmless the **COUNTY** its officers, agents and employees from damages arising out of the tortuous acts of the **HOSPITAL** or its officers, agents, and employees acting within the scope of their employment and duties in performance of this contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

C. **COUNTY** shall defend, indemnify, hold and save harmless **HOSPITAL**, its officers, agents, and employees from damages arising out of the tortuous acts of **COUNTY**, or its officers, agents and employees acting within the scope of their employment and duties in performance of this contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 9.

**D. HOSPITAL** is a public entity, and as such is self-insured under the provisions of ORS 278.425 and 278.435 for tort liability, including personal injury and property damage. The limits of liability for this coverage are established by ORS 30.270.

#### **IV. WORKERS' COMPENSATION INSURANCE.**

Each party 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 and shall comply with ORS 656.017. A certificate evidencing current Workers' Compensation insurance shall be provided upon request to the other party.

#### **V. ADHERENCE TO LAW.**

**A. HOSPITAL** shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

**B.** Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, **HOSPITAL** agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." **HOSPITAL** will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

#### **VI. MODIFICATION.**

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

#### **VII. INTEGRATION.**

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements as they relate to Psychiatric Holds.

### VIII. EARLY TERMINATION.

A. Violation of any of the terms of the Agreement shall, at the option of either party, be cause for termination of the Agreement and unless and until corrected, of funding support by the COUNTY and services by the HOSPITAL or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the Agreement.

B. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1. Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2. By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

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

### IX. DISCRIMINATION.

Neither COUNTY nor HOSPITAL shall unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges of employment, nor shall any person be excluded from participation 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, or handicap. In that regard, each party must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000(d)} and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. Each party will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

### X. RECOVERY OF FUNDS.

Expenditures of the HOSPITAL may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of HOSPITAL'S program and due solely as a result of HOSPITAL'S actions shall be the sole responsibility of HOSPITAL. HOSPITAL agrees to make such payments within twenty (20) working days of formal notice of disallowance of contract expenditures.

Any COUNTY funds paid to HOSPITAL for purposes not authorized by this contract shall be deducted from future payments made by COUNTY to HOSPITAL or refunded to COUNTY by HOSPITAL no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. HOSPITAL shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by HOSPITAL in a manner specified by COUNTY.

## **XI. AUDITS.**

A. The HOSPITAL agrees to permit authorized representatives of COUNTY, State Mental Health Division, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the HOSPITAL as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes related to the services provided under the terms of this agreement. HOSPITAL shall permit authorized representatives of COUNTY Community and Family Services Division and State Mental Health Division to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the HOSPITAL. If a contract cost is disallowed after reimbursement has occurred, the HOSPITAL will make prompt repayment of such costs.

B. HOSPITAL is a public entity and such audit will be performed in conformity with the Federal Single Audit Act of 1984. Public Law 98-502, Title 31, Section (2), V, Chapter 75, U.S.C.

C. Audit will be made available by HOSPITAL to the COUNTY Community and Family services Division upon written request.

## **XII. WITHHOLDING OF CONTRACT PAYMENTS.**

Notwithstanding any other payment provision of this contract, failure of the HOSPITAL to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the HOSPITAL. Such withholding of payment for cause, may continue until the HOSPITAL submits required reports, submits executed contract, amendment or change order, 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 the HOSPITAL.

## **XIII. DISPUTES.**

In the event of a dispute, the parties agree to attempt resolution at the lowest level and to strive for mutual agreement prior to taking other action.

**IV. NON-VIOLATION OF TAX LAWS.**

Both parties hereby certify under penalty of perjury that to the best of their knowledge, they are not in violation of any Oregon tax laws described in ORS 305.380(4).

**XV. NOTICES.**

All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified below, unless otherwise designated in writing.

**COUNTY**

Contract Manager, Multnomah County  
421 SW Sixth Avenue, 7th floor  
Portland, OR 97204

**HOSPITAL**

Contract Manager, Mail code FS  
University Hospital  
Oregon Health Sciences University  
3181 SW Sam Jackson Park Road  
Portland, OR 97201-3098

**XVI. MERGER.**

**This contract constitutes the entire agreement between the parties for psychiatric holds. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signature hereto of their authorized representative, acknowledge having read and understood the contract and the parties agree to be bound by its terms and conditions.**

**XVII. SIGNATURES.**

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument. In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY  
421 SW 6<sup>TH</sup> AVENUE  
PORTLAND, OR 97204

UNIVERSITY HOSPITAL OF THE  
OREGON HEALTH SCIENCES UNIV.  
3181 SW Sam Jackson Park Road  
Portland, OR 97201-3098

BY Lorenzo Poe Jr. 6/17/99  
Lorenzo Poe Jr., Director Date  
Dept. of Community & Family Services

BY \_\_\_\_\_  
Date

BY Beverly Stein 6-17-99  
Beverly Stein, Date  
Multnomah County Chair

\_\_\_\_\_  
(Type or Print Name of Signator)  
Director, Healthcare Systems  
Title

REVIEWED: Thomas Sponsler, County  
Counsel for Multnomah County, Oregon

\_\_\_\_\_  
Representing  
BY \_\_\_\_\_  
Signature Date

BY Thomas Sponsler 6/8/99  
Assistant County Counsel Date

\_\_\_\_\_  
(Type or Print Name of Signator)  
Title

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
AGENDA # C-3 DATE 6/17/99  
DEB BOGSTAD  
**BOARD CLERK**

\_\_\_\_\_  
Representing

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

Contractor Name : UNIVERSITY HOSPITAL E HOLDS OP331	Vendor Code: 00391
Contractor Address : EMERGENCY HOLD SERVICES 3181 SW SAM JACKSON PARK RD PORTLAND OR 97201	
Telephone :	Fiscal Year : 99/00
Federal ID # : 93-1176109	

**Program Office Name : AMH Contracts**

*Service Element Name : AMH Emergency Holds (M24E)*

<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	07/01/99	06/30/00	Per Invoice	Fee for Service	Req't's			Req't's
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Req't's			Req't's
Total					Req't's			Req't's

M24E - E-HOLD HOSPITALIZATIONS  
Program Instructions

**Clarifications for Billing Multnomah County for Emergency Holds**

Multnomah County Involuntary Commitment Program (ICP) is the Payer of Last Resort for clients who are involuntarily hospitalized for psychiatric care and meet certain eligibility requirements.

**Eligibility.** To meet eligibility:

1. The client must have been held involuntarily on a two-physician hospital hold per ORS 426.175, or under a Warrant of Detention per ORS 426.070.
2. The client must have been a resident or the responsibility, per ORS426, of Multnomah County at the time of the hold.
3. Multnomah County will not pay for ICP services for clients who are the statutory responsibility of any other County or jurisdiction.
4. The client must not have Medicaid coverage. Medicaid is considered payment in full.
5. The client must meet contractual charity limits of the provider or be unable to make reasonable payments to the provider.

**Insurance.** If the client has income or insurance coverage, it is the responsibility of the provider to make all attempts to collect on the account, before submission to the County. This includes working with the client on a payment schedule, employing a collection agency to collect if necessary, and or getting insurance authorization within 24 hours of hospitalization.

**Invoice & Documentation.** A request for payment from the County must include:

1. A HCFA 1450 (UB92) form, received by the County within one year from the date of service;
2. The Notice of Mental Illness from the Multnomah County Court;
3. The Multnomah County Payer of Last Resort Billing Verification Form (BVF-see copy attached);
4. Supporting documents to the BVF; and
5. Documentation of charges.

**Instructions for the BVF.** It is important to fill out the BVF completely and accurately and to make sure all supporting documentation is attached. Lack of complete information will result in a denial of payment until such time as complete information is received and approved for payment.

1. Section A on the BVF regards insurance. Check *yes* or *no* regarding client insurance. Also include date of pre-authorizations attempted within 24 hours of hospitalization. If

insurance is denied for any reason, a copy of the EOB or denial back up must be attached. If insurance is denied due to lack of pre-authorization it may be a cause for County denial. Also include any insurance payment backup if payment is received.

2. Section B on the BVF regards client resources. If the client has any resources and cannot pay the claim, documentation of inability to pay must be attached. This includes the client meeting the charity write off levels of the provider. If the client is homeless or is unable to be located, documentation from a collection agency showing inability to locate must be attached. Returned mail is not acceptable proof.
3. Section C on the BVF allows the treating physician to request an exemption for the client from payment liability if it will exacerbate or otherwise cause further mental de-compensation. An ORIGINAL letter requesting exemption signed by the treating physician must be attached.
4. Signature. The BVF must be signed and dated by an authorized billing agent of the provider. The name must also be printed and include a phone number where the signer can be reached.
5. Backup Documents. As noted on the BVF, all back up documents shall be on file and are subject to audit by Multnomah County's authorized fiscal agents.

**Other Party Payments.** Payments made to the provider by any party shall be shown on the HCFA 1450 in boxes 50 (payer) and 54 (prior payments). Any payments made to the provider by any party for any client after Multnomah County has processed and paid for said client, shall be reimbursed to Multnomah County as per the Contractual Agreement.



# Washington Casualty Company

## Certificate of Insurance

### CERTIFICATE HOLDER AND ADDRESS:

Multnomah County  
Department of Community and Family Services  
Contract and Evaluation Services  
421 SW Sixth, Seventh Floor  
Portland Or 97204-1618  
Attn: Amy Nease

This is to certify that an insurance policy, subject to its terms, conditions and exclusions, is presently in force for the Named Insured. This certificate confers no rights upon the Certificate Holder, nor does it extend or alter the coverage afforded by the policy.

POLICY NO: OR HD0/2486

Policy Period: (12:01 A.M. at place of issue)  
From: 7/1/98 To: 6/30/99

Retroactive Date: 7/1/92

### HEALTH CARE PROFESSIONAL LIABILITY POLICY:

Coverage	Limits of Liability
Personal Injury and Professional Liability	\$1,000,000 each claim/\$4,000,000 annual aggregate
Excess Personal Injury & Professional Liability	None
Fire Legal Liability	None
Premises Medical	None
Other	None

**SPECIAL PROVISIONS:** All OHSU faculty, employee's, students and volunteers are provided coverage for services rendered on behalf of the Named Insured within the scope of his or her duties as such for Named Insured

**NAMED INSURED**  
Oregon Health Sciences University  
3181 SW Sam Jackson Park Road  
Portland, Oregon 97201-3098

ISSUE DATE: 7/28/98

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

Reginald G. Schindler  
Director, Risk Management  
(503) 494-7911

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED.



This is to Certify that

**OREGON HEALTH SCIENCES UNIVERSITY**  
**3181 SW SAM JACKSON PARK RD**  
**L328**  
**PORTLAND OR 97201-3011**

P O Box 5240  
 Portland, OR 97208-5240  
 503.239.5800



is, at the date of the certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY	
			COVERAGE AFFORDED UNDER W.C. LAW OF FOLLOWING STATES	LIMIT OF LIABILITY - COVERAGE B
<input checked="" type="checkbox"/> WORKERS' COMPENSATION	7/01/99	WC4-1NC-010293	OR	B.I. by Accident \$500,000 Each Accident Policy Limit B.I. by Disease \$500,000 B.I. by Disease \$500,000 Each Employee
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability (Occurrence) <input type="checkbox"/> Owner's and Contractor's Protective <input type="checkbox"/> _____			MARITIME COVERAGE-FOLLOWING STATES General Aggregate \$ Products Comp/DPS Aggregate \$ Personal & Advertising Injury \$ Each Occurrence \$ Fire Damage (Any one fire) \$ Medical Expense (Any one person) \$	LIMIT OF LIAB.-MARITIME COVERAGE
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____			CSL \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage \$	
OTHER				
LOCATION(S) OF OPERATIONS & JOB # (IF APPLICABLE)			DESCRIPTION OF OPERATIONS	
CANCELLATION:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, OR REPRESENTATIVES.			

MAILED TO: MULTNOMAH COUNTY  
 DEPARTMENT OF COMMUNITY & FAMILY SERVICE  
 CONTRACTS & EVALUATION DIVISION  
 421 SW 6TH AVE 7TH FL  
 PORTLAND OR 97204-1629



*Carol A. Mott*

EFS sb 7/09/98 PORTLAND Marketing

DATE ISSUED

OFFICE

MEETING DATE: JUN 17 1999

AGENDA NO: C-4

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Ratification of Division of Developmental Disabilities annual agreement City of Portland Parks and Recreation for services at the Senior Center**

**BOARD BRIEFING**

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

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

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

**REGULAR MEETING**

Date Requested: Next available date

Amount of Time Needed: Consent

**DEPARTMENT: Community and Family Services**

**DIVISION: Developmental Disabilities**

**CONTACT: Lorenzo Poe/ Howard Klink**

**TELEPHONE: 248-3691**

**BLDG/ROOM: B166/7th**

**PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Howard Klink**

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE**

**Ratification of Division of Disabilities Annual Agreement City of Portland Parks and Recreation for Services at the Senior Center**

*6/17/99 originals to Esther Montanez - Thoreales*

**SIGNATURES REQUIRED:**

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

**OR  
DEPARTMENT MANAGER: \_\_\_\_\_**

*Lorenzo Poe*

CLERK OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
69 JUN - 8 PM 4:34

**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 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: County Board of Commissioners  
Beverly Stein, Multnomah County Chair

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

DATE: June 1, 1999

SUBJECT: FY 1999-00 Intergovernmental Agreement with City of Portland Parks and Recreation

**I. Recommendation/Action Requested:** The Department of Community and Family Service recommends County Chair approval of the attached contracts City of Portland Parks and Recreation for the period July 1, 1999 through June 30, 2000.

**II. Analysis:** The Department of Community and Family Services is contracting with this provider to purchase employment services for people with developmental disabilities.

**III. Background:** Funds for these contracts are in the Department budget. Employment rates are set by the Division of Developmental Disabilities. These services are purchased on a requirements basis. Funding for these services is via State Mental Health Grant.

**V. 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

F:\ADMIN\CEU\CONTRACT.00\CPPRMM.DOC



COMMUNITY AND FAMILY SERVICES DEPARTMENT  
 CONTRACT APPROVAL FORM SUPPLEMENT  
 Contractor : CITY OF PORTLAND PARKS & RECREATION

Vendor Code : 628611

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010175

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
52	156	010	1510	D49V	6060	9501X	DD SMHD	Requirements		Requirements	\$5,000.00
							DD Voc Serv Proj High School Trans Age Youth				
51	156	010	1510	D54X	6060	9501X	DD SMHD	Requirements		Requirements	\$60,686.00
						93.778	DD Employment & Alternative Service				
TOTAL								\$0.00	\$0.00	\$0.00	\$65,686.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 0010175

This Contract is between MULTNOMAH COUNTY (County) and City of Portland Parks and Recreations Senior Center DD Program (Contractor).

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this contract shall be July 1, 1999 or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be June 30, 2000 or the date when all work has been completed and all payments have been made, whichever is later.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes this document and:

Exhibit 1 - Statement of Work, Compensation, Payment, and Renewal Terms	Ex. 1 - 3 Pages
Attachment A - Service Elements and Contract Amounts	Attach A 1 Page
Exhibit 2 - Insurance Requirements	Ex. 2 - 1 Page
Exhibit 3 - Certification Statement for Corporation or Independent Contractor	Ex. 3 - 1 Page
Exhibit 4 - Workers' Compensation Exemption Certificate	Ex. 4 - 1 Page
Exhibit 6A - Monthly Expenditure Report	Ex. 6A - 1 Page
Exhibit 6B - Quarterly Budget Comparison Report	Ex. 6B - 1 Page
Exhibit 6C - Contractor Annual Budget	Ex. 6C - 1 Page
Exhibit 7 - Criminal History Records Check	Ex. 7 - 1 Page

---

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
  - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. Either party may terminate this Contract for any reason on 30 days written notice.
  - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
  - d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon:

(i) Denial, suspension, revocation or non-renewal of any license permit or certificate that Contractor must hold to provide services under this Contract.

(ii) Upon County obtaining evidence that Contractor has endangered or is endangering the health and safety of clients/residents, staff, or the public.

(iii) If the contract between County and any funding source for provision of services is terminated in whole or in part or reduced by the funding source for any reason.

(iv) If County obtains evidence of Contractor's financial instability, which COUNTY deems sufficient to jeopardize levels and/or quality of services required by this contract

(v) If County obtains evidence of Contractor's improper or illegal use of funds provided under this contract.

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

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.

Upon termination County may withhold reimbursement to Contractor as an offset for anticipated damages until such time as the exact damages due to County from Contractor are agreed upon or otherwise determined.

Upon termination, Contractor agrees to transfer back to County 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.

County may withhold part or all of the unpaid contract balance upon contract termination pending receipt of final reports.

6. **Payment on Early Termination.** Upon termination pursuant to paragraph 5, payment shall be made as follows:
  - a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
  - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
  - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the County is entitled.
  
7. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
  - a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
  - b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.

- c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
8. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards of accuracy, timeliness, and completeness, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. County's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. County shall reimburse Contractor for Contractor's cost of preparing copies. If requested Contractor shall authorize access to verify federal and state employment tax payments by signing Oregon Department of Revenue form 150-800-005 "Authorization to Represent Taxpayer and/or Disclose Information" and federal form 8821, "Tax Authorization."
9. **Ownership of Work.** All work products of the Contractor that result from this Contract are the exclusive property of the County. If any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans or works provided or delivered to the County or produced by the Contractor under this Contract. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following laws. Failure to comply with this paragraph shall be a breach of this Contract.
- a. Contractor shall make payment promptly, as due, to all persons supplying Contractor labor or material for work under this Contract; pay all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Contract; 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; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279.312
- b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, County 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 Contractor by reason of this Contract. The payment of a claim under this section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims. ORS 279.314
- c. Contractor shall not employ any person for more than 10 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 ORS 279.051, the laborer shall be paid at least time and a half pay:
- (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- (B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (C) For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or in ORS 279.334 (1)(a)(C)(ii) to (vii).
- The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. section 201 to 209 from receiving overtime. ORS 279.316, ORS 279.334 (8).

- d. 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. All employers working under this Contract are subject employers that will comply with ORS 656.017. ORS 279.320

Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract ceases to be in effect for any reason.

11. **Indemnity and Hold Harmless.** Contractor shall defend, hold harmless and indemnify the County, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, except that, with respect to the performance of professional services, Contractor's obligation to defend, hold harmless and indemnify the County shall apply only to claims, suits, or actions which have or are alleged to have resulted from or arisen out of the negligent acts and omissions of the Contractor, its officers, employees, subcontractors, or agents.
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
13. **Waiver.** Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
14. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
15. **Severability.** 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 invalid.
16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
17. **Year 2000 Compliance.** If Contractor learns or has reason to believe that County's hardware or software environment fails to use a date format that explicitly and correctly specifies the century in any date data, Contractor shall promptly advise the County of such failure. If this Contract provides for the delivery of computer hardware or software, all such hardware or software shall, 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. 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.
18. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.
19. **Non-appropriation Clause.** If payment for work under this Contract extends into the County's next fiscal year, County's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.

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 funding source(s).

20. **Reporting and Investigation of Suspected Fraud and Embezzlement.** Contractor shall report in writing the details of any cases of suspected fraud and embezzlement involving its employees and/or the employees of its subcontractors to the County not later than one working day after the date the alleged activity comes to Contractor's attention. The report shall describe the incidents and action being taken to resolve the problem.

In cases of suspected fraud and embezzlement involving County funds and resources, Contractor shall be responsible for investigating cases involving its employees and/or employees of subcontractors. Contractor is responsible for referral to the proper legal authorities. County may assume control of any case not handled to the County's satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the County, Contractor shall seek resolution of the problem. County may intervene in cases involving resources of clients served by Contractor.

County shall review all cases of suspected fraud or embezzlement whether or not County resources appear to be at risk. Contractor shall adopt and follow any internal control procedures, which the County decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of this contract and will be dealt with according to provisions in Section 5.c.

21. **Resolution of audit findings.** Contractor shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

22. **Submission of Federal Tax Returns.** Contractor's, who receive in excess of \$25,000 from County under this contract, shall submit annual Federal Tax Returns to County within 30 calendar days of their due date. Required tax returns are as follows:

Sole Proprietor	Schedule C
Partnership	Form 1065, including Schedules L and K-1
For Profit Corporation	Form 1120, including Schedule L or Form 1120A with Part 3
S-Corp Corporation	Form 1120S, including Schedule L
Not-for-Profit Corporation	Form 990 and Schedule A (Form 990)

23. **Criminal Record Background Checks.** Contractor shall comply with Oregon statutes and Administrative Rules relating to criminal records checks. Contractor's responsibilities include complying with the requirements of ORS 181.536 et seq. and OAR 309-018-0100 through 309-018-0190 by conducting a criminal records check and making a determination of fitness of all subject individuals. As indicated in the rules, subject individuals include employees, applicants for employment, volunteers, students, interns and all others who provide care or who may have unsupervised contact with children, the elderly, or persons with disabilities.

It is the understanding of the Department of Community & Family Services that subject individuals who are associated with the contractors of DCFS may have unsupervised contact with children, the elderly, or persons with disabilities and they are therefore subject to the requirements of ORS 181.536 et seq. Contractor may grant exceptions from background checks only after a finding that the individual in question will at no time be alone with agency clients even for brief periods of time.

Contractor shall make the results of the criminal records check available for review by County staff upon request.

If Contractor is found to be in non-compliance with this Section the Contractor will be considered in breach and County will take legal action as identified in Section 5.c.

**Compensation Adjustment Amendment.** County may unilaterally increase compensation by use of a Compensation Adjustment Amendment (CAA) mailed to the Contractor.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010175

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 1120 SW Fifth Avenue Room 1250, Portland, OR 97204, 916-2912,

Federal Tax ID# or Social Security #: 93-6002236

State Tax ID # \_\_\_\_\_ Citizenship: Nonresident alien  Yes  No

Business Designation (check one):  Sole Proprietorship  Partnership  
 Corporation  Government

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

*Christine Meyer*  
County Chair or Designee

6-17-97  
Date

DEPARTMENT AND COUNTY COUNSEL APPROVAL AND REVIEW

Approved By: *Lorenzo Paez* 6/21/99  
Department Manager or Designee Date

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

Reviewed By: *Thomas Spensler* 6/21/99  
County Counsel Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 6/17/99  
DEB BOGSTAD  
BOARD CLERK

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010175

EXHIBIT 1 – STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. Contractor shall perform the following work.

A. 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 309-16-0000 through 0230. 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 State Payment are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
Developmental Disabilities Services	
Employment Services	Exempt as a Government Agency (AR 10.010 1.a)

B. Service Standards

1) 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 or notice of intent 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, and any subsequent revisions to these documents. This includes program instructions/special conditions on mental health and developmental disabilities service elements.

2) 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.

C. Program Outcomes

1) 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 data to COUNTY at least quarterly, or as instructed by COUNTY.

2) 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.

**D. Special Conditions**

1. See Developmental Disabilities Special Conditions #2.1 through #2.2.6 , incorporated herein by this reference.
2. 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.

2. The maximum payment under this Contract, including expenses, is \$ N/A
3. County will pay Contractor expenses on the following bases:

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.

**A. Payment Terms and Reports: All Contracts**

An Annual Budget (see example in exhibit 6C) 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%.

- 1) 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 as stated in Attachment A. 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.
- 2) 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.
- 3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20<sup>th</sup> or the next working day after July 20<sup>th</sup> if the 20<sup>th</sup> falls on a weekend or legal holiday. Final requests or estimates of final request 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.
- 4) 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.

**B. Payment Terms and Reports: Cost Reimbursement/Case Rate**

1) Cost Reimbursement contracts may be paid on a reimbursement basis or in equal monthly allotments of annual contract amounts paid in advance, adjusted periodically to reflect:

- a) Increases or decreases in annual contract amounts;
- b) Amounts of client services contributions, if applicable;
- c) Under-expenditures of reimbursement-based contract amounts.

2) Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required fiscal reports, (see samples in Exhibit 6A & 6B). 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.

3) 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. 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.

4) 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.

COUNTY shall reimburse CONTRACTOR for project expenditures in accordance with the approved project budget upon receipt of a monthly report which details the dates and types of services provided for each family during the previous month and financial reports described in Part B. These reports must be mailed prior to the 20th of the month to:

Developmental Disabilities Program  
Attn. Donald Acker  
421 SW Sixth Avenue, Suite 400  
Portland, Oregon 97204

4. Contractor will bill County for the work as described in Attachment A\*\*

5. Contractor will pay expenses on the following terms and conditions:

N/A

6. This contract may be renewed on the following basis:

This contract is not renewable.

\*\*County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

CONTRACT FOR SERVICES  
 MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

05/14/99

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

Contractor Name : CITY OF PORTLAND PARKS & RECREATION	Vendor Code: 628611
Contractor Address : SENIOR CENTER DD PROGRAM 1120 SW FIFTH ROOM 1250 PORTLAND OR 97204	
Telephone : 916-2912	Fiscal Year : 99/00
Federal ID # : 93-6002236	

**Program Office Name : Vocational Services**

*Service Element Name : DD Voc Serv Proj High School Trans Age Youth (D49V)*

Mod. #	<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	07/01/99	06/30/00	Per Invoice	Cost Reimbursement				Req't's
Total								Req't's

*Service Element Name : DD Employment & Alternative Service (D54X)*

Mod. #	<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	07/01/99	06/30/00	Monthly Allotment	Case Rate		PER CLIENT S		Req't's
Total								Req't's

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010175

**EXHIBIT 2 - INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:\*\*

**Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$100,000 must be included.

**THIS COVERAGE IS REQUIRED.** Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

**Professional Liability** insurance with a combined single limit of not less than ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

Required by County     Not required by County

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000. This insurance must include contractual liability coverage.

Required by County     Not required by County

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by County     Not required by County

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated B+ or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contracts. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or retention level. For commercial general liability and automobile liability insurance the Certificate shall also provide that the County, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the County.

SELF-INSURED -

Completed by: *Lu Olsen*  
Contract Originator

**\*\*Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010175

EXHIBIT 3 – CERTIFICATION STATEMENT FOR CORPORATION OF INDEPENDENT CONTRACTOR

**NOTE: Contractor Must Complete A or B below:**

**A. CONTRACTOR IS A CORPORATION**

**CORPORATION CERTIFICATION:** I certify under penalty of perjury that Contractor is a corporation authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**B. CONTRACTOR IS AN INDEPENDENT CONTRACTOR.**

Contractor certifies that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010175

**EXHIBIT 4 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees or subcontractors to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees or subcontractors to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees or subcontractors to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees or subcontractors to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**FOSTER CARE PROVIDER**

- Contractor is a Foster Care Provider and is exempt under ORS 656.027(19) *A person performing foster care duties pursuant to ORS chapter 411, 418, 430, or 443.*

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date



MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010175

**EXHIBIT 6B - QUARTERLY BUDGET COMPARISON REPORT**

For Quarter Ended \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

	YTD BUDGET	YTD ACTUALS	VARIANCE (Favorable) Unfavorable
<b>REVENUE</b>			
This Contract			
State	_____	_____	_____
County General Fund	_____	_____	_____
Local 2145	_____	_____	_____
Title XIX	_____	_____	_____
Other:	_____	_____	_____
Other State Funds:	_____	_____	_____
Federal Funds:	_____	_____	_____
Client Fees	_____	_____	_____
Third Party Payments	_____	_____	_____
Contributions	_____	_____	_____
United Way	_____	_____	_____
Other:	_____	_____	_____
<b>TOTAL REVENUE</b>			
<b>EXPENDITURES</b>			
Personnel			
Salaries & Wages	_____	_____	_____
Taxes & Benefits	_____	_____	_____
<b>Total Personnel</b>	_____	_____	_____
Services and Supplies			
Communications	_____	_____	_____
Professional Services	_____	_____	_____
Depreciation	_____	_____	_____
Education & Training	_____	_____	_____
Equipment Rental	_____	_____	_____
Indirect Expenses	_____	_____	_____
Insurance	_____	_____	_____
Occupancy	_____	_____	_____
Office Supplies	_____	_____	_____
Postage	_____	_____	_____
Printing	_____	_____	_____
Other:	_____	_____	_____
<b>Total Services &amp; Supplies</b>	_____	_____	_____
<b>TOTAL EXPENDITURES</b>			

**EXCESS OF REVENUE OVER EXPENSE**

I certify that I am the Official Disbursing Officer of \_\_\_\_\_, and that this Statement of revenues and expenditures for the period \_\_\_\_\_ through \_\_\_\_\_ is true and correct to the best of my knowledge.

Authorized Organization Signature: \_\_\_\_\_

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

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010175

EXHIBIT 6C - CONTRACTOR ANNUAL BUDGET

For FY July \_\_\_\_\_ through June \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Activity Code

Activity Code

Activity Code

**REVENUE**

This Contract

State

County General Fund

Local 2145

Title XIX

Other: \_\_\_\_\_

Other State Funds: \_\_\_\_\_

Federal Funds: \_\_\_\_\_

Client Fees

Third Party Payments

Contributions

United Way

Other: \_\_\_\_\_

**TOTAL REVENUE**

**EXPENDITURES**

**Personnel**

Salaries & Wages

Taxes & Benefits

**Total Personnel**

**Services and Supplies**

Communications

Professional Services

Depreciation

Education & Training

Equipment Rental

Indirect Expenses

Insurance

Occupancy

Office Supplies

Postage

Printing

Other: \_\_\_\_\_

**Total Services & Supplies**

**TOTAL EXPENDITURES**

**TOTAL BUDGETED EXPENDITURES FOR ENTIRE ORGANIZATION: \$ \_\_\_\_\_**

Required for determination of Annual Audit Requirements

Authorized Organization Signature: \_\_\_\_\_

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

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010175

EXHIBIT 7 – CRIMINAL HISTORY RECORDS CHECK

Certificate of Compliance

Contractor: City of Portland Parks and Recreation Senior Center DD Program

Address: 1120 SW Fifth Avenue Room 1250, Portland, OR 97204

Telephone: 916-2912

The Authorized Signature below certifies that the organization named above is currently in compliance with ORS 181.536-537 and OAR 309-018-0190 and Department of Community and Family Services contract condition # 19. Further, that the organization will exercise diligence in maintaining compliance as long as the organization continues to contract with Multnomah county and the law defined in with ORS 181.536-537 and OAR 309-018-0190 remain in effect.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



CITY OF

**PORTLAND, OREGON**

OFFICE OF FINANCE AND ADMINISTRATION AUG 19 1998  
BUREAU OF RISK MANAGEMENT

1211 S.W. Fifth, Room 1150  
Portland, Oregon 97204-3711  
(503) 823-5101  
FAX: (503) 823-6120  
TDD: (503) 823-6868

**STATEMENT OF INSURANCE**

The City of Portland, Oregon, has established an insurance fund and is self-insured for third party Bodily Injury, Personal Injury and Property Damage claims arising from all operations of the City of Portland. Coverage and Limits are per ORS 30.270, 30.275, and 30.285. As

of June 1994, limits are:

Bodily Injury:	\$100,000 per occurrence
	\$500,000 as aggregate

Property Damage: \$50,000



*Fred Cuthbertson*

Risk Manager  
Fred Cuthbertson

August 18, 1998  
Date

Issued to: Multnomah County

MEETING DATE: JUN 17 1999  
AGENDA NO: C-5  
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Ratification of Developmental Disabilities Services Division annual agreement with Oregon Commission for the Blind**

BOARD BRIEFING

Date Requested: \_\_\_\_\_  
Requested By: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING

Date Requested: Next available date  
Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services  
CONTACT: Lorenzo Poe/ Howard Klink

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

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Howard Klink

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

**SUGGESTED AGENDA TITLE**

**Ratification of Developmental Disabilities Services Division Annual Agreement Oregon Commission for the Blind**

*6/17/99 ORIGINALS to ESTHER THONTANEZ-MORALES*

**SIGNATURES REQUIRED:**

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

OR  
DEPARTMENT MANAGER: *Lorenzo Poe*

BOARD OF  
COUNTY COMMISSIONERS  
MULTI-COUNTY  
OREGON  
99 JUN - 3 PM 3:59

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
OFFICE OF THE DIRECTOR  
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  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: County Board of Commissioners  
Beverly Stein, Multnomah County Chair

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

DATE: May 14, 1999

SUBJECT: FY 1999-00 Intergovernmental Agreement with Oregon Commission for the Blind

**I. Recommendation/Action Requested:** The Department of Community and Family Service recommends County Chair approval of the attached contracts with Oregon Commission for the Blind for the period July 1, 1999 through June 30, 2000.

**II. Analysis:** The Department of Community and Family Services is contracting with this provider to purchase employment services for people with developmental disabilities.

**III. Background:** Funds for these contracts are in the Department budget. Employment, transportation rates are set by the Division of Developmental Disabilities. These services are purchased on a requirements basis. Funding for these services is via State Mental Health Grant.

**V. 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

F:\ADMIN\CEU\CONTRACT.00\OCBMEM.DOC

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

Contract #: **0010180**

Pre-approved Contract Boilerplate (with County Counsel signature)  Attached  Not Attached

Amendment #: **0**

<p align="center"><b>Class I</b></p> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<p align="center"><b>Class II</b></p> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCR Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<p align="center"><b>Class III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-5</u> DATE <u>6/17/99</u>                  _____                  DEB BOGSTAD                  _____                  BOARD CLERK</p>
--	---	---

Department: Community and Family Services Division: Developmental Disabilities Date: May 27, 1999  
 Originator: Donald Acker Phone: 26461 Bldg/Rm: 166/4  
 Contact: Esther Montanez-Morales Phone: 266223 Bldg/Rm: 166/7

Description of Contract **Contract renewal to purchase Employment services for individuals with developmental disabilities.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>9910082</u>
RFP/BID: _____	RFP/BID DATE: _____
EXEMPTION <u>EX24</u>	EXEMPTION EXPIRATION DATE: <u>06/30/00</u>
#/DATE: <u>07/01/95</u>	ORS/AR # _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input checked="" type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <b>Oregon Commission for the Blind</b>	Remittance Address _____
Address <u>535 SE 12</u>	(if different) _____
<u>Portland, OR 97214</u>	
Phone <u>731-3221</u>	Payment Schedule / Terms
Employer ID# or SS# <u>93-6001718</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 1999</u>	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date <u>June 30, 2000</u>	<input checked="" type="checkbox"/> Other \$ <u>Invoice/Allotment</u> <input type="checkbox"/> Other
Original Contract Amount \$ <u>0</u>	
Total Amt of Previous Amendments \$ <u>0</u>	<input checked="" type="checkbox"/> Requirements \$ <u>509,932</u>
Amount of Amendment \$ <u>0</u>	
Total Amount of Agreement \$ <u>0</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES**

Department Manager Lorenzo P. ... DATE 6/1/99  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Counsel Thomas Spensler DATE 6/3/99  
 County Chair Debra ... DATE 6/17/99  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_

LGFS VENDOR CODE <b>740414A</b>						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

COMMUNITY AND FAMILY SERVICES DEPARTMENT  
 CONTRACT APPROVAL FORM SUPPLEMENT  
 Contractor : OREGON COMMISSION FOR THE BLIND

Vendor Code : 740414A

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010180

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
53	156	010	1510	D49V	6060	9501X	DD SMHD	Requirements		Requirements	\$19,400.00
							DD Voc Serv Proj High School Trans				
							Age Youth				
51	156	010	1510	D54X	6060	9501X	DD SMHD	Requirements		Requirements	\$490,532.00
						93.778	DD Employment & Alternative Service				
TOTAL								\$0.00	\$0.00	\$0.00	\$509,932.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 0010180

This Contract is between MULTNOMAH COUNTY (County) and Oregon Commission for the Blind (Contractor).

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this contract shall be July 1, 1999 or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be June 30, 2000 or the date when all work has been completed and all payments have been made, whichever is later.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes this document and:

Exhibit 1 - Statement of Work, Compensation, Payment, and Renewal Terms	Ex. 1 - 3 Pages
Attachment A - Service Elements and Contract Amounts	Attach A 1 Page
Exhibit 2 - Insurance Requirements	Ex. 2 - 1 Page
Exhibit 3 - Certification Statement for Corporation or Independent Contractor	Ex. 3 - 1 Page
Exhibit 4 - Workers' Compensation Exemption Certificate	Ex. 4 - 1 Page
Exhibit 6A - Monthly Expenditure Report	Ex. 6A - 1 Page
Exhibit 6B - Quarterly Budget Comparison Report	Ex. 6B - 1 Page
Exhibit 6C - Contractor Annual Budget	Ex. 6C - 1 Page
Exhibit 7 - Criminal History Records Check	Ex. 7 - 1 Page

---

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
  - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. Either party may terminate this Contract for any reason on 30 days written notice.
  - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
  - d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon:

(i) Denial, suspension, revocation or non-renewal of any license permit or certificate that Contractor must hold to provide services under this Contract.

(ii) Upon County obtaining evidence that Contractor has endangered or is endangering the health and safety of clients/residents, staff, or the public.

(iii) If the contract between County and any funding source for provision of services is terminated in whole or in part or reduced by the funding source for any reason.

(iv) If County obtains evidence of Contractor's financial instability, which COUNTY deems sufficient to jeopardize levels and/or quality of services required by this contract

(v) If County obtains evidence of Contractor's improper or illegal use of funds provided under this contract.

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

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.

Upon termination County may withhold reimbursement to Contractor as an offset for anticipated damages until such time as the exact damages due to County from Contractor are agreed upon or otherwise determined.

Upon termination, Contractor agrees to transfer back to County 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.

County may withhold part or all of the unpaid contract balance upon contract termination pending receipt of final reports.

6. **Payment on Early Termination.** Upon termination pursuant to paragraph 5, payment shall be made as follows:
- a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
  - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
  - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the County is entitled.
7. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
- a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
  - b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.

- c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
8. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards of accuracy, timeliness, and completeness, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. County's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. County shall reimburse Contractor for Contractor's cost of preparing copies. If requested Contractor shall authorize access to verify federal and state employment tax payments by signing Oregon Department of Revenue form 150-800-005 "Authorization to Represent Taxpayer and/or Disclose Information" and federal form 8821, "Tax Authorization."
9. **Ownership of Work.** All work products of the Contractor that result from this Contract are the exclusive property of the County. If any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans or works provided or delivered to the County or produced by the Contractor under this Contract. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following laws. Failure to comply with this paragraph shall be a breach of this Contract.
- a. Contractor shall make payment promptly, as due, to all persons supplying Contractor labor or material for work under this Contract; pay all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Contract; 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; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279.312
- b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, County 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 Contractor by reason of this Contract. The payment of a claim under this section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims. ORS 279.314
- c. Contractor shall not employ any person for more than 10 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 ORS 279.051, the laborer shall be paid at least time and a half pay:
- (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- (B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (C) For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or in ORS 279.334 (1)(a)(C)(ii) to (vii).
- The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. section 201 to 209 from receiving overtime. ORS 279.316, ORS 279.334 (8).

- d. 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. All employers working under this Contract are subject employers that will comply with ORS 656.017. ORS 279.320

Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract ceases to be in effect for any reason.

11. **Indemnity and Hold Harmless.** Contractor shall defend, hold harmless and indemnify the County, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, except that, with respect to the performance of professional services, Contractor's obligation to defend, hold harmless and indemnify the County shall apply only to claims, suits, or actions which have or are alleged to have resulted from or arisen out of the negligent acts and omissions of the Contractor, its officers, employees, subcontractors, or agents.
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
13. **Waiver.** Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
14. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
15. **Severability.** 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 invalid.
16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
17. **Year 2000 Compliance.** If Contractor learns or has reason to believe that County's hardware or software environment fails to use a date format that explicitly and correctly specifies the century in any date data, Contractor shall promptly advise the County of such failure. If this Contract provides for the delivery of computer hardware or software, all such hardware or software shall, 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. 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.
18. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.
19. **Non-appropriation Clause.** If payment for work under this Contract extends into the County's next fiscal year, County's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.

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 funding source(s).

20. **Reporting and Investigation of Suspected Fraud and Embezzlement.** Contractor shall report in writing the details of any cases of suspected fraud and embezzlement involving its employees and/or the employees of its subcontractors to the County not later than one working day after the date the alleged activity comes to Contractor's attention. The report shall describe the incidents and action being taken to resolve the problem.

In cases of suspected fraud and embezzlement involving County funds and resources, Contractor shall be responsible for investigating cases involving its employees and/or employees of subcontractors. Contractor is responsible for referral to the proper legal authorities. County may assume control of any case not handled to the County's satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the County, Contractor shall seek resolution of the problem. County may intervene in cases involving resources of clients served by Contractor.

County shall review all cases of suspected fraud or embezzlement whether or not County resources appear to be at risk. Contractor shall adopt and follow any internal control procedures, which the County decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of this contract and will be dealt with according to provisions in Section 5.c.

21. **Resolution of audit findings.** Contractor shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

22. **Submission of Federal Tax Returns.** Contractor's, who receive in excess of \$25,000 from County under this contract, shall submit annual Federal Tax Returns to County within 30 calendar days of their due date. Required tax returns are as follows:

Sole Proprietor	Schedule C
Partnership	Form 1065, including Schedules L and K-1
For Profit Corporation	Form 1120, including Schedule L or Form 1120A with Part 3
S-Corp Corporation	Form 1120S, including Schedule L
Not-for-Profit Corporation	Form 990 and Schedule A (Form 990)

23. **Compensation Adjustment Amendment.** County may unilaterally increase compensation by use of a Compensation Adjustment Amendment (CAA) mailed to the Contractor

24. **Criminal Record Background Checks.** Contractor shall comply with those provisions of ORS 181.536 et seq. and 309-018-0190 regarding criminal record checks, which apply to their programs.

Contractor shall make the results of the criminal records check available for review by County staff upon request. Contractor shall return a Certificate of Compliance (Exhibit 7) with this Contract.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010180

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 535 SE 12, Portland, OR 97214, 731-3221,

Federal Tax ID# or Social Security #: 93-6001718

State Tax ID # \_\_\_\_\_ Citizenship: Nonresident alien  Yes  No

Business Designation (check one):  Sole Proprietorship  Partnership  
 Corporation  Government

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

*Cherie M. J.*  
County Chair or Designee

6/17/99  
Date

DEPARTMENT AND COUNTY COUNSEL APPROVAL AND REVIEW

Approved By: *Lorenzo P. ...* 6/1/99  
Department Manager or Designee Date

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

Reviewed By: *Thomas Spensler* 6/3/99  
County Counsel Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 6/17/99  
DEB BOGSTAD  
BOARD CLERK

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010180

EXHIBIT I – STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. Contractor shall perform the following work.

A. 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 309-16-0000 through 0230. 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 State Payment are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
Developmental Disabilities Services	
Employment Services	Exempt as a Government Agency (AR 10.010 1.a)

B. Service Standards

1) 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 or notice of intent 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, and any subsequent revisions to these documents. This includes program instructions/special conditions on mental health and developmental disabilities service elements.

2) 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.

C. Program Outcomes

1) 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 data to COUNTY at least quarterly, or as instructed by COUNTY.

2) 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.

D. Special Conditions

1) See Developmental Disabilities Special Conditions #1.1, #2.1 through #2.2, #4.1 through #4.2, #6.1 through #6.2, #9.1, #11.1, #12.1 through 12.6, #15, #26, #28.1 through #28.2, and Attachment A, incorporated herein.

- 2) 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

2. The maximum payment under this Contract, including expenses, is \$ N/A excluding requirements

3. County will pay Contractor expenses on the following bases:

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.

**A. Payment Terms and Reports: All Contracts**

An Annual Budget (see example in exhibit 6C) 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%.

1) 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 as stated in Attachment A. 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.

2) 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.

3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20<sup>th</sup> or the next working day after July 20<sup>th</sup>, if the 20<sup>th</sup> falls on a weekend or legal holiday. Final requests or estimates of final request 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.

4) 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.

**B. Payment Terms and Reports: Cost Reimbursement/Case Rate**

1) Cost Reimbursement contracts may be paid on a reimbursement basis or in equal monthly allotments of annual contract amounts paid in advance, adjusted periodically to reflect:

- a) Increases or decreases in annual contract amounts;
- b) Amounts of client services contributions, if applicable;
- c) Under-expenditures of reimbursement-based contract amounts.

2) Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required fiscal reports, (see samples in Exhibit 6A &6B). 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.

3) 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. 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.

4) 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.

4. Contractor will bill County for the work as described in Attachment A\*\*

5. Contractor will pay expenses on the following terms and conditions:

N/A

6. This contract may be renewed on the following basis:

This contract is not renewable.

\*\*County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

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

Contractor Name : OREGON COMMISSION FOR THE BLIND	Vendor Code: 740414A
Contractor Address :	
535 SE 12 PORTLAND OR 97214	
Telephone : 731-3221	Fiscal Year : 99/00
Federal ID # : 93-6001718	

**Program Office Name : Vocational Services**

*Service Element Name : DD Voc Serv Proj High School Trans Age Youth (D49V)*

<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	07/01/99	06/30/00	Per Invoice	Cost Reimbursement				Req't's
Total								Req't'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	07/01/99	06/30/00	Monthly Allotment	Case Rate		PER CLIENT S		Req't's
Total								Req't's

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010180

EXHIBIT 2 – INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:\*\*

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$100,000 must be included.

**THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.**

Professional Liability insurance with a combined single limit of not less than  \$500,000,  \$1,000,000,  \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of  \$500,000,  \$1,000,000,  \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

Required by County  Not required by County

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than  \$500,000,  \$1,000,000,  \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of  \$500,000,  \$1,000,000,  \$2,000,000. This insurance must include contractual liability coverage.

Required by County  Not required by County

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than  \$500,000,  \$1,000,000,  \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

Required by County  Not required by County

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated B+ or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contracts. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or retention level. For commercial general liability and automobile liability insurance the Certificate shall also provide that the County, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the County.

Completed by: *J. Orr*  
Contract Originator

**\*\*Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010180

**EXHIBIT 3 – CERTIFICATION STATEMENT FOR CORPORATION OF INDEPENDENT CONTRACTOR**

**NOTE: Contractor Must Complete A or B below:**

**A. CONTRACTOR IS A CORPORATION**

**CORPORATION CERTIFICATION:** I certify under penalty of perjury that Contractor is a corporation authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**B. CONTRACTOR IS AN INDEPENDENT CONTRACTOR.**

Contractor certifies that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010180

**EXHIBIT 4 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees or subcontractors to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees or subcontractors to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees or subcontractors to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees or subcontractors to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**FOSTER CARE PROVIDER**

- Contractor is a Foster Care Provider and is exempt under ORS 656.027(19) *A person performing foster care duties pursuant to ORS chapter 411, 418, 430, or 443.*

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date



MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010180

**EXHIBIT 6B - QUARTERLY BUDGET COMPARISON REPORT**

For Quarter Ended \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

	YTD BUDGET	YTD ACTUALS	VARIANCE (Favorable) Unfavorable
<b>REVENUE</b>			
This Contract			
State			
County General Fund			
Local 2145			
Title XIX			
Other: _____			
Other State Funds: _____			
Federal Funds: _____			
Client Fees			
Third Party Payments			
Contributions			
United Way			
Other: _____			
<b>TOTAL REVENUE</b>			
<b>EXPENDITURES</b>			
<b>Personnel</b>			
Salaries & Wages			
Taxes & Benefits			
<b>Total Personnel</b>			
<b>Services and Supplies</b>			
Communications			
Professional Services			
Depreciation			
Education & Training			
Equipment Rental			
Indirect Expenses			
Insurance			
Occupancy			
Office Supplies			
Postage			
Printing			
Other: _____			
<b>Total Services &amp; Supplies</b>			
<b>TOTAL EXPENDITURES</b>			

**EXCESS OF REVENUE OVER EXPENSE**

I certify that I am the Official Disbursing Officer of \_\_\_\_\_, and that this Statement of revenues and expenditures for the period \_\_\_\_\_ through \_\_\_\_\_ is true and correct to the best of my knowledge.

Authorized Organization Signature: \_\_\_\_\_

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

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010180

EXHIBIT 6C - CONTRACTOR ANNUAL BUDGET

For FY July \_\_\_\_\_ through June \_\_\_\_\_

Subcontractor: \_\_\_\_\_ Activity Code: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

	Activity Code	Activity Code	Activity Code
<b>REVENUE</b>			
This Contract			
State	_____	_____	_____
County General Fund	_____	_____	_____
Local 2145	_____	_____	_____
Title XIX	_____	_____	_____
Other:	_____	_____	_____
Other State Funds:	_____	_____	_____
Federal Funds:	_____	_____	_____
Client Fees	_____	_____	_____
Third Party Payments	_____	_____	_____
Contributions	_____	_____	_____
United Way	_____	_____	_____
Other:	_____	_____	_____
<b>TOTAL REVENUE</b>			
<b>EXPENDITURES</b>			
<b>Personnel</b>			
Salaries & Wages	_____	_____	_____
Taxes & Benefits	_____	_____	_____
<b>Total Personnel</b>	_____	_____	_____
<b>Services and Supplies</b>			
Communications	_____	_____	_____
Professional Services	_____	_____	_____
Depreciation	_____	_____	_____
Education & Training	_____	_____	_____
Equipment Rental	_____	_____	_____
Indirect Expenses	_____	_____	_____
Insurance	_____	_____	_____
Occupancy	_____	_____	_____
Office Supplies	_____	_____	_____
Postage	_____	_____	_____
Printing	_____	_____	_____
Other:	_____	_____	_____
<b>Total Services &amp; Supplies</b>	_____	_____	_____
<b>TOTAL EXPENDITURES</b>			

**TOTAL BUDGETED EXPENDITURES FOR ENTIRE ORGANIZATION:** \$ \_\_\_\_\_  
 Required for determination of Annual Audit Requirements

Authorized Organization Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010180

EXHIBIT 7 – CRIMINAL HISTORY RECORDS CHECK

Certificate of Compliance

Contractor: Oregon Commission for the Blind

Address: 535 SE 12, Portland, OR 97214

Telephone: 731-3221

The Authorized Signature below certifies that the organization named above is currently in compliance with ORS 181.536-537 and OAR 309-018-0190 and Department of Community and Family Services contract condition # 19. Further, that the organization will exercise diligence in maintaining compliance as long as the organization continues to contract with Multnomah county and the law defined in with ORS 181.536-537 and OAR 309-018-0190 remain in effect.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

# CERTIFICATE OF INSURANCE

**COMPANY:**

SAIF Corporation  
Portland Office  
P.O. Box 2775  
Portland, OR 97208-2775

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED:**

Commission For The Blind  
535 SE 12th Ave  
Portland, OR 97214-2488

THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

POLICY NO.	POLICY EFF DATE	POLICY EXP DATE	LIABILITY LIMITS
113981	07/01/1998	06/30/1999	(in thousands)

**WORKERS' COMPENSATION****STATUTORY**

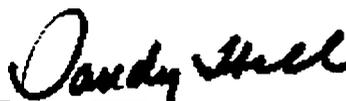
\$100 (each accident)  
\$100 (each employee)  
\$500 (Disease, Policy)

**OTHER COVERAGE AFFORDED:**

**DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:** Contract # 9910082

**CANCELLATION:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE:****CERTIFICATE HOLDER:**

Multnomah County  
Dept. of Community & Family Services  
Contracts & Evaluation Division  
Attn: Lou Olson  
421 SW 6th, Seventh Floor  
Portland, OR 97204-1618

Issue Date (09/04/98)

MAGHUL



Issue Date: June 18, 1996  
Certificate Number 1096

<b>AGENCY COVERED</b>  Oregon Commission for the Blind 535 SE 12th Portland, OR 97214	This certificate is issued pursuant to ORS Chapter 278 and the state self-insurance program and recognizes the parties listed below.  <p style="text-align: center;"><b>COVERAGE PROVIDED BY</b> STATE OF OREGON INSURANCE FUND</p>
---	---

**COVERAGES**

This is to certify that the coverage indicated below is provided to the State of Oregon agency named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage provided as described herein is subject to all the terms, exclusions, and conditions of the policy manuals issued by this division to the agency.

TYPE OF COVERAGE	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	DESCRIPTION	LIMITS OF LIABILITY EACH OCCURRENCE
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Tort Claims Act Form <input checked="" type="checkbox"/> Occurrence _____ _____ _____	Continuous	Continuous	(Refer to ORS 30.270)  Property damage (any claimant)	50,000
			All other (any claimant)	200,000
			Any number of claims	500,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> Owned Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos _____	Continuous	Continuous	(Refer to ORS 30.270)  Property damage (any claimant)	50,000
			All other (any claimant)	200,000
			Any number of claims	500,000
<b>PROPERTY</b> All Risk including Earthquake & Flood Extended Coverage <input type="checkbox"/> Mortgage Clause <input type="checkbox"/> Lenders Loss Payable Clause	July 1, 1989	Continuous	Replacement Cost  Deductibles are: Personal Property	500
			Real Property & Optional Coverage	1,000

Description of Operations/Locations/Vehicles/Restrictions/Special Items Relative to the Multnomah County Contract for Services #100177.

Other: The State of Oregon shall indemnify, by the Oregon Insurance Fund to the limits of the Oregon Tort Claims Act, the Certificate Holder against liability for damage to life or property arising out of the agency's activities or operations relating to the above-described contract, except for any liability arising out of the wrongful acts of employees or agents of the Certificate Holder.

It is agreed that the Certificate Holder is included as an additional indemnitee, to the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, ORS 30.260-30.300, but only with respect to liability arising out of the activities or operations of the Agency.

<b>CERTIFICATE HOLDER</b>  Multnomah County Department of Community and Family Services Contracts and Evaluation Unit 421 SW 6 <sup>th</sup> , Seventh Floor Portland, OR 97204-1618	State of Oregon by and through its Department of Administrative Services, Risk Management Division  Judi A. James, ARM Authorized Representative  Andrea Peters Certificate Requester
--	---

MEETING DATE: JUN 17 1999

AGENDA NO: C-4

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Ratification of Developmental Disabilities Services Division annual agreement with Tri Met.**

**BOARD BRIEFING**

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

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

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

**REGULAR MEETING**

Date Requested: Next available date

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

CONTACT: Lorenzo Poe/ Howard Klink

DIVISION: Developmental Disabilities

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Howard Klink

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE**

**Ratification of Developmental Disabilities Services Division Annual Agreement with Tri Met.**

6/17/99 ORIGINALS TO ESTHER MONTANEZ-MORALES

**SIGNATURES REQUIRED:**

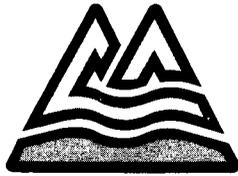
ELECTED OFFICIAL: \_\_\_\_\_

OR  
DEPARTMENT MANAGER: Lorenzo Poe ms

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
99 JUN - 8 PM 4: 35



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: County Board of Commissioners

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

DATE: June 2, 1999

SUBJECT: FY 1999-00 Intergovernmental Agreement with TRI MET

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Tri-Met, for the period July 1, 1999 through June 30, 2000.

**II. Background/Analysis:** The Department of Community and Family Services is renewing an annual agreement for the provision of Transportation Services for persons with developmental disabilities. Tri-Met provides services to individuals with developmental disabilities needing transportation to and from employment and/or vocational training sites. Tri-Met serves approximately 200 clients per month.

**III. Financial Impact:** Tri-Met is receiving up to \$1,507,449 based on the actual clients served. 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



COMMUNITY AND FAMILY SERVICES DEPARTMENT  
 CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : TRI MET

Vendor Code : 621786

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010190

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1510	D53X	6060	9501X <span style="border: 1px solid black; padding: 2px;">93.778</span>	DD SMHD DD Transportation	Requirements		Requirements	\$1,507,448.88
TOTAL								\$0.00	\$0.00	\$0.00	\$1,507,448.88

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT NO. 0010190

This Contract is between MULTNOMAH COUNTY (County) and Tri Met (Contractor).

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this contract shall be July 1, 1999 or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be June 30, 2000 or the date when all work has been completed and all payments have been made, whichever is later.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes this document and:

Exhibit 1 - Statement of Work, Compensation, Payment, and Renewal Terms	Ex. 1 - 3 Pages
Attachment A - Service Elements and Contract Amounts	Attach A 1 Page
Exhibit 2 - Insurance Requirements	Ex. 2 - 1 Page
Exhibit 3 - Certification Statement for Corporation or Independent Contractor	Ex. 3 - 1 Page
Exhibit 4 - Workers' Compensation Exemption Certificate	Ex. 4 - 1 Page
Exhibit 5 - Invoice	Ex. 5 - 1 Page
Exhibit 6C - Contractor Annual Budget	Ex. 6C - 1 Page
Exhibit 7 - Criminal History Records Check	Ex. 7 - 1 Page

**STANDARD TERMS AND CONDITIONS**

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
  - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. Either party may terminate this Contract for any reason on 30 days written notice.
  - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
  - d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon:
    - (i) Denial, suspension, revocation or non-renewal of any license permit or certificate that Contractor must hold to provide services under this Contract.

(ii) Upon County obtaining evidence that Contractor has endangered or is endangering the health and safety of clients/residents, staff, or the public.

(iii) If the contract between County and any funding source for provision of services is terminated in whole or in part or reduced by the funding source for any reason.

(iv) If County obtains evidence of Contractor's financial instability, which COUNTY deems sufficient to jeopardize levels and/or quality of services required by this contract

(v) If County obtains evidence of Contractor's improper or illegal use of funds provided under this contract.

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

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.

Upon termination County may withhold reimbursement to Contractor as an offset for anticipated damages until such time as the exact damages due to County from Contractor are agreed upon or otherwise determined.

Upon termination, Contractor agrees to transfer back to County 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.

County may withhold part or all of the unpaid contract balance upon contract termination pending receipt of final reports.

6. **Payment on Early Termination.** Upon termination pursuant to paragraph 5, payment shall be made as follows:
  - a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
  - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
  - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the County is entitled.
  
7. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
  - a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
  - b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
  - c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the

Contract and receipt of Contract payments to which Contractor is entitled.

8. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards of accuracy, timeliness, and completeness, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. County's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. County shall reimburse Contractor for Contractor's cost of preparing copies. If requested Contractor shall authorize access to verify federal and state employment tax payments by signing Oregon Department of Revenue form 150-800-005 "Authorization to Represent Taxpayer and/or Disclose Information" and federal form 8821, "Tax Authorization."
9. **Ownership of Work.** All work products of the Contractor that result from this Contract are the exclusive property of the County. If any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans or works provided or delivered to the County or produced by the Contractor under this Contract. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following laws. Failure to comply with this paragraph shall be a breach of this Contract.
  - a. Contractor shall make payment promptly, as due, to all persons supplying Contractor labor or material for work under this Contract; pay all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Contract; 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; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279.312
  - b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, County 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 Contractor by reason of this Contract. The payment of a claim under this section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims. ORS 279.314
  - c. Contractor shall not employ any person for more than 10 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:
    - (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
    - (B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
    - (C) For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or in ORS 279.334 (1)(a)(C)(ii) to (vii).The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. section 201 to 209 from receiving overtime. ORS 279.316, ORS 279.334 (8).

- d. 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. All employers working under this Contract are subject employers that will comply with ORS 656.017. ORS 279.320

Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract ceases to be in effect for any reason.

**11. Indemnity and Hold Harmless:**

- a. CONTRACTOR shall hold and save harmless County, its officers, agents, and employees from damages arising out of the tortious or intentional acts of CONTRACTOR, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this contract, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.060 through 30.000.
- b. COUNTY shall hold and save harmless CONTRACTOR, its officers, agents, and employees from damages arising out of the tortious or intentional acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the applicable section of the Oregon Constitution.

**12. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.

**13. Waiver.** Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**14. Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

**15. Severability.** 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 invalid.

**16. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**17. Year 2000 Compliance.** If Contractor learns or has reason to believe that County's hardware or software environment fails to use a date format that explicitly and correctly specifies the century in any date data, Contractor shall promptly advise the County of such failure. If this Contract provides for the delivery of computer hardware or software, all such hardware or software shall, 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. 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.

**18. Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

**19. Non-appropriation Clause.** If payment for work under this Contract extends into the County's next fiscal year, County's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.

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 funding source(s).

20. **Reporting and Investigation of Suspected Fraud and Embezzlement.** Contractor shall report in writing the details of any cases of suspected fraud and embezzlement involving its employees and/or the employees of its subcontractors to the County not later than one working day after the date the alleged activity comes to Contractor's attention. The report shall describe the incidents and action being taken to resolve the problem.

In cases of suspected fraud and embezzlement involving County funds and resources, Contractor shall be responsible for investigating cases involving its employees and/or employees of subcontractors. Contractor is responsible for referral to the proper legal authorities. County may assume control of any case not handled to the County's satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the County, Contractor shall seek resolution of the problem. County may intervene in cases involving resources of clients served by Contractor.

County shall review all cases of suspected fraud or embezzlement whether or not County resources appear to be at risk. Contractor shall adopt and follow any internal control procedures, which the County decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of this contract and will be dealt with according to provisions in Section 5.c.

21. **Resolution of audit findings.** Contractor shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

22. **Submission of Federal Tax Returns.** Contractor's, who receive in excess of \$25,000 from County under this contract, shall submit annual Federal Tax Returns to County within 30 calendar days of their due date. Required tax returns are as follows:

Sole Proprietor	Schedule C
Partnership	Form 1065, including Schedules L and K-1
For Profit Corporation	Form 1120, including Schedule L or Form 1120A with Part 3
S-Corp Corporation	Form 1120S, including Schedule L
Not-for-Profit Corporation	Form 990 and Schedule A (Form 990)

23. **Compensation Adjustment Amendment.** County may unilaterally increase compensation by use of a Compensation Adjustment Amendment (CAA) mailed to the Contractor

24. **Criminal Record Background Checks.** Contractor shall comply with those provisions of ORS 181.536 et seq. and 309-018-0190 regarding criminal record checks, which apply to their programs.

Contractor shall make the results of the criminal records check available for review by County staff upon request. Contractor shall return a Certificate of Compliance (Exhibit 7) with this Contract.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010190

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 4012 SE 17, Portland, OR 97202, 238-4879,

Federal Tax ID# or Social Security #: 93-0579353

State Tax ID # \_\_\_\_\_ Citizenship: Nonresident alien  Yes  No

Business Designation (check one):  Sole Proprietorship  Partnership  
 Corporation  Government

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

*Chris M. J.*  
County Chair or Designee

6/17/99  
Date

DEPARTMENT AND COUNTY COUNSEL APPROVAL AND REVIEW

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

*Lolingo Poe mrs*  
Department Manager or Designee

6/2/99  
Date

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

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

*Thomas Spensler*  
County Counsel

6/8/99  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 6/17/99  
DEB BOGSTAD  
BOARD CLERK

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010190

EXHIBIT I – STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. Contractor shall perform the following work.

A. 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 309-16-0000 through 0230. 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 State Payment are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
Developmental Disabilities Services	
Vocational Transportation Services	Exempt as a Government Agency (AR 10.010 1.a)

B. Service Standards

1) 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 or notice of intent 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, and any subsequent revisions to these documents. This includes program instructions/special conditions on mental health and developmental disabilities service elements.

2) 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.

C. Program Outcomes

1) 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 data to COUNTY at least quarterly, or as instructed by COUNTY.

Developmental Disabilities	Outcome	Target # or %
N/A		

2) 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.

**D. Special Conditions**

1. CONTRACTOR will provide transportation services to and from home, to work and emergency situations as identified in Special Conditions #1.1, and #3.1 through 3.2.1.3 for individuals with developmental disabilities, herein incorporated by reference.
2. 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.

2. The maximum payment under this Contract, including expenses, is \$ N/A
3. County will pay Contractor expenses on the following bases:

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.

**A. Payment Terms and Reports: All Contracts**

An Annual Budget (see example in exhibit 6C) 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%.

- 1) 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 as stated in Attachment A. 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.
- 2) 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.
- 3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20<sup>th</sup> or the next working day after July 20<sup>th</sup> if the 20<sup>th</sup> falls on a weekend or legal holiday. Final requests or estimates of final request 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.

4) 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.

**B. Payment Terms and Reports: Fee for Service**

1) COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR in the Standard DCFS format (see sample format, Exhibit 5). 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.

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

3) All services must be pre-authorized by designated Developmental Disabilities Program staff to generate a payment.

4) CONTRACTOR agrees to include all trip slips with the billing invoice. Trip slips must include the name of the service recipient, the date of service, the address of the pick-up point, the address of the destination and the applicable charge per trip.

5) Please submit all invoices to:

Division of Developmental Disabilities  
Attn. Transportation Coordinator  
421 SW 6th, Suite 400  
Portland, Oregon 97204

4. Contractor will bill County for the work as described in Attachment A\*\*

5. Contractor will pay expenses on the following terms and conditions:

N/A

6. This contract may be renewed on the following basis:

This contract is not renewable.

\*\*County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

CONTRACT FOR SERVICES  
 MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

05/14/99

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

Contractor Name : TRI MET	Vendor Code: 621786
Contractor Address :	
4012 SE 17 PORTLAND OR 97202	
Telephone : 238-4879	Fiscal Year : 99/00
Federal ID # : 93-0579353	

**Program Office Name : 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	07/01/99	06/30/00	Per Invoice	Fee for Service	Reqt's	PER CLIENT S	.	Reqt's
Total					Reqt's			Reqt's

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010190

EXHIBIT 2 - INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:\*\*

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$100,000 must be included.

**THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.**

Professional Liability insurance with a combined single limit of not less than ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

( ) Required by County ( ) Not required by County

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000. This insurance must include contractual liability coverage.

( ) Required by County ( ) Not required by County

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

( ) Required by County ( ) Not required by County

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated B+ or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contracts. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or retention level. For commercial general liability and automobile liability insurance the Certificate shall also provide that the County, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the County.

TRI-MET IS SELF INSURED -  
SEE ATTACHED

Completed by: Jim Olear  
Contract Originator

**\*\*Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010190

EXHIBIT 3 – CERTIFICATION STATEMENT FOR CORPORATION OF INDEPENDENT CONTRACTOR

**NOTE: Contractor Must Complete A or B below:**

**A. CONTRACTOR IS A CORPORATION**

**CORPORATION CERTIFICATION:** I certify under penalty of perjury that Contractor is a corporation authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**B. CONTRACTOR IS AN INDEPENDENT CONTRACTOR.**

Contractor certifies that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT 4 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees or subcontractors to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees or subcontractors to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees or subcontractors to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees or subcontractors to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**FOSTER CARE PROVIDER**

- Contractor is a Foster Care Provider and is exempt under ORS 656.027(19) *A person performing foster care duties pursuant to ORS chapter 411, 418, 430, or 443.*

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date



MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010190

EXHIBIT 6C - CONTRACTOR ANNUAL BUDGET

For FY July \_\_\_\_\_ through June \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

	Activity Code	Activity Code	Activity Code
<b>REVENUE</b>			
This Contract			
State	_____	_____	_____
County General Fund	_____	_____	_____
Local 2145	_____	_____	_____
Title XIX	_____	_____	_____
Other: _____	_____	_____	_____
Other State Funds: _____	_____	_____	_____
Federal Funds: _____	_____	_____	_____
Client Fees	_____	_____	_____
Third Party Payments	_____	_____	_____
Contributions	_____	_____	_____
United Way	_____	_____	_____
Other: _____	_____	_____	_____
<b>TOTAL REVENUE</b>	_____	_____	_____
<b>EXPENDITURES</b>			
Personnel			
Salaries & Wages	_____	_____	_____
Taxes & Benefits	_____	_____	_____
<b>Total Personnel</b>	_____	_____	_____
Services and Supplies			
Communications	_____	_____	_____
Professional Services	_____	_____	_____
Depreciation	_____	_____	_____
Education & Training	_____	_____	_____
Equipment Rental	_____	_____	_____
Indirect Expenses	_____	_____	_____
Insurance	_____	_____	_____
Occupancy	_____	_____	_____
Office Supplies	_____	_____	_____
Postage	_____	_____	_____
Printing	_____	_____	_____
Other: _____	_____	_____	_____
<b>Total Services &amp; Supplies</b>	_____	_____	_____
<b>TOTAL EXPENDITURES</b>	_____	_____	_____

**TOTAL BUDGETED EXPENDITURES FOR ENTIRE ORGANIZATION:** \$ \_\_\_\_\_  
 Required for determination of Annual Audit Requirements

Authorized Organization Signature: \_\_\_\_\_

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

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010190

EXHIBIT 7 - CRIMINAL HISTORY RECORDS CHECK

Certificate of Compliance

Contractor: Tri Met

Address: 4012 SE 17, Portland, OR 97202

Telephone: 238-4879

The Authorized Signature below certifies that the organization named above is currently in compliance with ORS 181.536-537 and OAR 309-018-0190 and Department of Community and Family Services contract condition # 19. Further, that the organization will exercise diligence in maintaining compliance as long as the organization continues to contract with Multnomah county and the law defined in with ORS 181.536-537 and OAR 309-018-0190 remain in effect.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



**TRI-MET**

4012 S.E. 17TH AVENUE  
PORTLAND, OREGON 97202  
(503) 238-RIDE

To Whom It May Concern:

Tri-Met self-insures all commercial general liability and automobile liability exposures. Subject to ORS 30.260 to 30.300 liability shall not exceed:

- \$50,000 for damage to or destruction to property arising out of a single occurrence.
- \$100,000 to any claimant as general and special damages arising out of a single occurrence unless those damages exceed \$100,000 in which case the claimant may recover additional special damages up to a total of an additional \$100,000.
- \$500,000 for any number of claims arising out of a single accident or occurrence.

Workers Compensation exposures are self-insured as authorized by the State of Oregon.

If any additional information is required, I can be reached at (503) 238-4886.

Sincerely,

Karen Frey  
Director of Risk Management

MEETING DATE: JUN 17 1999

AGENDA NO: C-7

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Ratification of annual Agreement with Portland Public Schools Early Intervention/Early Childhood Special Education Program for FY 99/00**

BOARD BRIEFING

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

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

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

REGULAR MEETING

Date Requested: Next available date

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: Developmental Disabilities

CONTACT: Lorenzo Poe/ Howard Klink

TELEPHONE: 248-3691 ext. 85212

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Howard Klink

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

**SUGGESTED AGENDA TITLE**

**Ratification of the Annual Agreement with Portland Public Schools.**

**6/17/99 ORIGINALS to ESTHER MONTANEZ-MORALES**

CLERK OF COUNTY COMMISSIONERS  
99 JUN - 8 PM 4:35  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

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

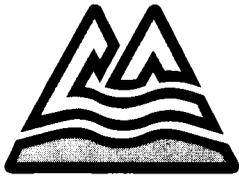
OR

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

*Lorenzo Poe ms*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
OFFICE OF THE DIRECTOR  
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  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: County Board of Commissioners

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

DATE: May 19, 1999

SUBJECT: FY 1999-00 Intergovernmental Agreement with Portland Public Schools-Early Intervention/Early Childhood Special Education Program (EI-ECSE)

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Portland Public Schools EI-ECSE, for the period July 1, 1999 through June 30, 2000.

**II. Background/Analysis:** The Department of Community and Family Services is renewing an annual agreement for the continuing of two Resource Team Models to assist families with children with developmental disabilities or developmental delays, ages birth to 5, to access services within the Multnomah County social services arena.

**III. Financial Impact:** Funding for the Division of Developmental Disabilities project is \$374,178 via a combination of State Mental Health and County General Fund.

**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 Procedure CON-1)

Contract #: **0010212**

Pre-approved Contract Boilerplate (with County Counsel signature)  Attached  Not Attached

Amendment #: **0**

<p align="center"><b>Class I</b></p> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<p align="center"><b>Class II</b></p> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<p align="center"><b>Class III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p align="center"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-7</u> DATE <u>6/17/99</u>                  _____                  DEB BOGSTAD                  _____                  BOARD CLERK</p>
--	---	---

Department: Community and Family Services Division: Developmental Disabilities Date: May 19, 1999  
 Originator: Donald Acker Phone: 26461 Bldg/Rm: 166/4  
 Contact: Esther Montanez-Morales Phone: 26223 Bldg/Rm: 166/7

Description of Contract **Contract renewal to purchase Early Intervention/Early Childhood services for individuals with developmental disabilities.**

RENEWAL:  PREVIOUS CONTRACT #(S): 9910040  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION: N/A EXEMPTION EXPIRATION: \_\_\_\_\_ ORS/AR: \_\_\_\_\_  
 #/DATE: \_\_\_\_\_ DATE: \_\_\_\_\_ # \_\_\_\_\_  
 CONTRACTOR IS:  MBE  WBE  ESB  QRF  N/A  NONE (Check all boxes that apply)

Contractor <u>Portland Public Schools EIECSE</u>		Remittance Address _____	
Address <u>531 SE 14 Ave</u>		(If different) _____	
<u>Portland, OR 97214</u>			
Phone <u>916-5840</u>	Payment Schedule / Terms		
Employer ID# or SS# <u>93-6000830</u>	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	
Effective Date <u>July 1, 1999</u>	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	
Termination Date <u>June 30, 2000</u>	<input checked="" type="checkbox"/> Other \$ <u>Invoice</u>	<input type="checkbox"/> Other	
Original Contract Amount \$ <u>374,178</u>	<input type="checkbox"/> Requirements \$ _____		
Total Amt of Previous Amendments \$ <u>0</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount of Amendment \$ <u>0</u>			
Total Amount of Agreement \$ <u>374,178</u>			

**REQUIRED SIGNATURES**

Department Manager Lolenz Poes DATE 6/13/99  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 County Counsel Thomas Spensler DATE 6/8/99  
 County Chair Chris Meyer DATE 6/17/99  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_

LGFS VENDOR CODE <b>GV9409B</b>						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

COMMUNITY AND FAMILY SERVICES DEPARTMENT  
 CONTRACT APPROVAL FORM SUPPLEMENT  
 Contractor : PORTLAND PUBLIC SCHOOLS EI ECSE  
 Vendor Code : GV9409B

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010212

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
03	156	010	1570	D48E	6060	9501X	DD SMHD	\$230,733.00		\$230,733.00	
							Early Intervention/Early Childhood Special Ed				
02	156	010	1570	D48E	6060	9999L	County General Fund	\$143,445.00		\$143,445.00	
							Early Intervention/Early Childhood Special Ed				
TOTAL								\$374,178.00	\$0.00	\$374,178.00	\$0.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010212

This Contract is between MULTNOMAH COUNTY (County) and Portland Public Schools EI/ECSE (Contractor).

The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this contract shall be July 1, 1999 or the date on which each party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be June 30, 2000 or the date when all work has been completed and all payments have been made, whichever is later.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes this document and:

Exhibit 1 - Statement of Work, Compensation, Payment, and Renewal Terms	Ex. 1 - 3 Pages
Attachment A - Service Elements and Contract Amounts	Attach A 1 Page
Exhibit 2 - Insurance Requirements	Ex. 2 - 1 Page
Exhibit 3 - Certification Statement for Corporation or Independent Contractor	Ex. 3 - 1 Page
Exhibit 4 - Workers' Compensation Exemption Certificate	Ex. 4 - 1 Page
Exhibit 6A - Monthly Expenditure Report	Ex. 6A - 1 Page
Exhibit 6B - Quarterly Budget Comparison Report	Ex. 6B - 1 Page
Exhibit 6C - Contractor Annual Budget	Ex. 6C - 1 Page
Exhibit 7 - Criminal History Records Check	Ex. 7 - 1 Page

---

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
  - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. Either party may terminate this Contract for any reason on 30 days written notice.
  - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
  - d. Notwithstanding paragraph 5(c), County may terminate this Contract immediately by written notice to Contractor upon:

(i) Denial, suspension, revocation or non-renewal of any license permit or certificate that Contractor must hold to provide services under this Contract.

(ii) Upon County obtaining evidence that Contractor has endangered or is endangering the health and safety of clients/residents, staff, or the public.

(iii) If the contract between County and any funding source for provision of services is terminated in whole or in part or reduced by the funding source for any reason.

(iv) If County obtains evidence of Contractor's financial instability, which COUNTY deems sufficient to jeopardize levels and/or quality of services required by this contract

(v) If County obtains evidence of Contractor's improper or illegal use of funds provided under this contract.

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

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.

Upon termination County may withhold reimbursement to Contractor as an offset for anticipated damages until such time as the exact damages due to County from Contractor are agreed upon or otherwise determined.

Upon termination, Contractor agrees to transfer back to County 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.

County may withhold part or all of the unpaid contract balance upon contract termination pending receipt of final reports.

6. **Payment on Early Termination.** Upon termination pursuant to paragraph 5, payment shall be made as follows:
- a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
  - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
  - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the County is entitled.
7. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
- a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.
  - b. In addition to the remedies in paragraphs 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.

- c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
8. **Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards of accuracy, timeliness, and completeness, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. County's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. County shall reimburse Contractor for Contractor's cost of preparing copies. If requested Contractor shall authorize access to verify federal and state employment tax payments by signing Oregon Department of Revenue form 150-800-005 "Authorization to Represent Taxpayer and/or Disclose Information" and federal form 8821, "Tax Authorization."
9. **Ownership of Work.** All work products of the Contractor that result from this Contract are the exclusive property of the County. If any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products and any other information, designs, plans or works provided or delivered to the County or produced by the Contractor under this Contract. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver such partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.
10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following laws. Failure to comply with this paragraph shall be a breach of this Contract.
- a. Contractor shall make payment promptly, as due, to all persons supplying Contractor labor or material for work under this Contract; pay all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the Contract; 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; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279.312
- b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, County 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 Contractor by reason of this Contract. The payment of a claim under this section shall not relieve Contractor or Contractor's surety from any obligation with respect to any unpaid claims. ORS 279.314
- c. Contractor shall not employ any person for more than 10 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:
- (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- (B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (C) For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or in ORS 279.334 (1)(a)(C)(ii) to (vii).
- The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. section 201 to 209 from receiving overtime. ORS 279.316, ORS 279.334 (8).

- d. 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. All employers working under this Contract are subject employers that will comply with ORS 656.017. ORS 279.320

Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify County immediately if any license, permit, or certification required for performance of this Contract ceases to be in effect for any reason.

11. **Indemnity and Hold Harmless.** Contractor shall defend, hold harmless and indemnify the County, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, except that, with respect to the performance of professional services, Contractor's obligation to defend, hold harmless and indemnify the County shall apply only to claims, suits, or actions which have or are alleged to have resulted from or arisen out of the negligent acts and omissions of the Contractor, its officers, employees, subcontractors, or agents.
12. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
13. **Waiver.** Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
14. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
15. **Severability.** 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 invalid.
16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
17. **Year 2000 Compliance.** If Contractor learns or has reason to believe that County's hardware or software environment fails to use a date format that explicitly and correctly specifies the century in any date data, Contractor shall promptly advise the County of such failure. If this Contract provides for the delivery of computer hardware or software, all such hardware or software shall, 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. 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.
18. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.
19. **Non-appropriation Clause.** If payment for work under this Contract extends into the County's next fiscal year, County's obligation to pay for such work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.

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 funding source(s).

20. **Reporting and Investigation of Suspected Fraud and Embezzlement.** Contractor shall report in writing the details of any cases of suspected fraud and embezzlement involving its employees and/or the employees of its subcontractors to the County not later than one working day after the date the alleged activity comes to Contractor's attention. The report shall describe the incidents and action being taken to resolve the problem.

In cases of suspected fraud and embezzlement involving County funds and resources, Contractor shall be responsible for investigating cases involving its employees and/or employees of subcontractors. Contractor is responsible for referral to the proper legal authorities. County may assume control of any case not handled to the County's satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the County, Contractor shall seek resolution of the problem. County may intervene in cases involving resources of clients served by Contractor.

County shall review all cases of suspected fraud or embezzlement whether or not County resources appear to be at risk. Contractor shall adopt and follow any internal control procedures, which the County decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of this contract and will be dealt with according to provisions in Section 5.c.

21. **Resolution of audit findings.** Contractor shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

22. **Submission of Federal Tax Returns.** Contractor's, who receive in excess of \$25,000 from County under this contract, shall submit annual Federal Tax Returns to County within 30 calendar days of their due date.

Required tax returns are as follows:

Sole Proprietor	Schedule C
Partnership	Form 1065, including Schedules L and K-1
For Profit Corporation	Form 1120, including Schedule L or Form 1120A with Part 3
S-Corp Corporation	Form 1120S, including Schedule L
Not-for-Profit Corporation	Form 990 and Schedule A (Form 990)

23. **Criminal Record Background Checks.** Contractor shall comply with those provisions of ORS 181.536 et seq. and 309-018-0190 regarding criminal record checks, which apply to their programs.

Contractor shall make the results of the criminal records check available for review by County staff upon request. Contractor shall return a Certificate of Compliance (Exhibit 7) with this Contract.

24. **Compensation Adjustment Amendment.** County may unilaterally increase compensation by use of a Compensation Adjustment Amendment (CAA) mailed to the Contractor.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010212

CONTRACTOR DATA AND SIGNATURE

Contractor Address: 531 SE 14 Ave, Portland, OR 97214, 916-5840,

Federal Tax ID# or Social Security #: 93-6000830

State Tax ID # \_\_\_\_\_ Citizenship: Nonresident alien  Yes  No

Business Designation (check one):  Sole Proprietorship  Partnership  
 Corporation  Government

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand the Contract and agree to be bound by its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

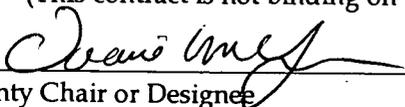
\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

MULTNOMAH COUNTY SIGNATURE

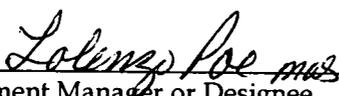
(This contract is not binding on the County until signed by the Chair or the Chair's designee)

  
County Chair or Designee

6/17/99

\_\_\_\_\_  
Date

DEPARTMENT AND COUNTY COUNSEL APPROVAL AND REVIEW

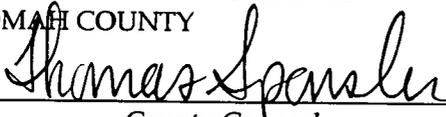
Approved By: 

Department Manager or Designee

6/2/99

\_\_\_\_\_  
Date

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

Reviewed By: 

County Counsel

6/8/99

\_\_\_\_\_  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 6/17/99  
DEB BOGSTAD  
BOARD CLERK

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010212

EXHIBIT I – STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. Contractor shall perform the following work.

A. 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 309-16-0000 through 0230. 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 State Payment are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
Developmental Disabilities	
Early Intervention/Early Childhood Services	N/A

B. Service Standards

- 1) 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 or notice of intent 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, and any subsequent revisions to these documents. This includes program instructions/special conditions on mental health and developmental disabilities service elements.
- 2) 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.

C. Program Outcomes

- 1) 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 data to COUNTY at least quarterly, or as instructed by COUNTY.
- 2) 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.

#### D. Special Conditions

CONTRACTOR will implement two Resource Team Models specifically tailored to meet the needs of families of children with developmental disabilities or developmental delays, ages birth to 5, to access services within the Multnomah County social services arena. These Teams will provide children and their families with initial triage at the initial Individualized Family Support Plan meeting within the Oregon Department of Education guidelines. In addition, they will provide initial triage, referral, direct access to service, coordination and follow-up. They will provide access to necessary services for families of children with developmental disabilities/developmental delays, and/or they will serve as the coordination point between county, community and state agencies. CONTRACTOR will provide services coordination to 100% of the families served by CONTRACTOR or at least 250 families per Team Model per year. Outcomes will be reported to COUNTY in a format developed by COUNTY and CONTRACTOR (Attachment A), incorporated herein by reference.

2. The maximum payment under this Contract, including expenses, is \$ 374,178

3. County will pay Contractor expenses on the following bases:

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.

#### A. Payment Terms and Reports: All Contracts

An Annual Budget (see example in exhibit 6C) 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%.

1) 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 as stated in Attachment A. 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.

2) 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.

3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20<sup>th</sup> or the next working day after July 20<sup>th</sup> if the 20<sup>th</sup> falls on a weekend or legal holiday. Final requests or estimates of final request 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.

4) 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.

**B. Payment Terms and Reports: Cost Reimbursement**

- 1) Cost Reimbursement contracts may be paid on a reimbursement basis or in equal monthly allotments of annual contract amounts paid in advance, adjusted periodically to reflect:
  - a) Increases or decreases in annual contract amounts;
  - b) Amounts of client services contributions, if applicable;
  - c) Under-expenditures of reimbursement-based contract amounts.
- 2) Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required fiscal reports, (see samples in Exhibit 6A & 6B). 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.
- 3) 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. 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.
- 4) 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.
- 5) COUNTY shall reimburse CONTRACTOR for project expenditures in accordance with the approved project budget upon receipt of a monthly report which details the dates and types of services provided for each family during the previous month and financial reports described in Part B. These reports must be mailed prior to the 20th of the month to:

Developmental Disabilities Program  
Attn. Donald Acker  
421 SW Sixth Avenue, Suite 400  
Portland, Oregon 97204

**4. Contractor will bill County for the work as described in Attachment A\*\***

**5. Contractor will pay expenses on the following terms and conditions:**

N/A

**6. This contract may be renewed on the following basis:**

This contract is not renewable.

\*\*County shall have the right to withhold from Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

CONTRACT FOR SERVICES  
 MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

06/01/99

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

Contractor Name : PORTLAND PUBLIC SCHOOLS EI ECSE	Vendor Code: GV9409B
Contractor Address : 531 SE 14 AVE PORTLAND OR 97214	
Telephone : 916-5840	Fiscal Year : 99/00
Federal ID # : 93-6000830	

**Program Office Name : Specialized Services**

*Service Element Name : Early Intervention/Early Childhood Special Ed (D48E); Program+3%COLA*

<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	07/01/99	06/30/00	Per Invoice	Cost Reimbursement				\$230,733.00
0	07/01/99	06/30/00	Per Invoice	Cost Reimbursement				\$143,445.00
<b>Total</b>								<b>\$374,178.00</b>

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010212

**EXHIBIT 2 – INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:\*\*

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$100,000 must be included.

**THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.**

Professional Liability insurance with a combined single limit of not less than ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

( ) Required by County  Not required by County

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than ( ) \$500,000,  \$1,000,000, ( ) \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000. This insurance must include contractual liability coverage.

Required by County ( ) Not required by County

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ( ) \$500,000, ( ) \$1,000,000, ( ) \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

( ) Required by County  Not required by County

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated B+ or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contracts. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or retention level. For commercial general liability and automobile liability insurance the Certificate shall also provide that the County, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the County.

Completed by: A. Nease  
Contract Originator

**\*\*Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management.

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010212

EXHIBIT 3 – CERTIFICATION STATEMENT FOR CORPORATION OF INDEPENDENT CONTRACTOR

**NOTE: Contractor Must Complete A or B below:**

**A. CONTRACTOR IS A CORPORATION**

**CORPORATION CERTIFICATION:** I certify under penalty of perjury that Contractor is a corporation authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**B. CONTRACTOR IS AN INDEPENDENT CONTRACTOR.**

Contractor certifies that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT 4 - WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees or subcontractors to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees or subcontractors to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees or subcontractors to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees or subcontractors to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**FOSTER CARE PROVIDER**

- Contractor is a Foster Care Provider and is exempt under ORS 656.027(19) *A person performing foster care duties pursuant to ORS chapter 411, 418, 430, or 443.*

\*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who will perform construction work.

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date



MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010212

EXHIBIT 6B - QUARTERLY BUDGET COMPARISON REPORT

For Quarter Ended \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

	YTD BUDGET	YTD ACTUALS	VARIANCE (Favorable) Unfavorable
<b>REVENUE</b>			
This Contract			
State	_____	_____	_____
County General Fund	_____	_____	_____
Local 2145	_____	_____	_____
Title XIX	_____	_____	_____
Other: _____	_____	_____	_____
Other State Funds: _____	_____	_____	_____
Federal Funds: _____	_____	_____	_____
Client Fees	_____	_____	_____
Third Party Payments	_____	_____	_____
Contributions	_____	_____	_____
United Way	_____	_____	_____
Other: _____	_____	_____	_____
<b>TOTAL REVENUE</b>	_____	_____	_____
<b>EXPENDITURES</b>			
Personnel			
Salaries & Wages	_____	_____	_____
Taxes & Benefits	_____	_____	_____
<b>Total Personnel</b>	_____	_____	_____
Services and Supplies			
Communications	_____	_____	_____
Professional Services	_____	_____	_____
Depreciation	_____	_____	_____
Education & Training	_____	_____	_____
Equipment Rental	_____	_____	_____
Indirect Expenses	_____	_____	_____
Insurance	_____	_____	_____
Occupancy	_____	_____	_____
Office Supplies	_____	_____	_____
Postage	_____	_____	_____
Printing	_____	_____	_____
Other: _____	_____	_____	_____
<b>Total Services &amp; Supplies</b>	_____	_____	_____
<b>TOTAL EXPENDITURES</b>	_____	_____	_____

**EXCESS OF REVENUE OVER EXPENSE**

I certify that I am the Official Disbursing Officer of \_\_\_\_\_, and that this Statement of revenues and expenditures for the period \_\_\_\_\_ through \_\_\_\_\_ is true and correct to the best of my knowledge.

Authorized Organization Signature: \_\_\_\_\_

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

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010212

EXHIBIT 6C - CONTRACTOR ANNUAL BUDGET

For FY July \_\_\_\_\_ through June \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

	Activity Code	Activity Code	Activity Code
<b>REVENUE</b>			
This Contract			
State	_____	_____	_____
County General Fund	_____	_____	_____
Local 2145	_____	_____	_____
Title XIX	_____	_____	_____
Other: _____	_____	_____	_____
Other State Funds: _____	_____	_____	_____
Federal Funds: _____	_____	_____	_____
Client Fees	_____	_____	_____
Third Party Payments	_____	_____	_____
Contributions	_____	_____	_____
United Way	_____	_____	_____
Other: _____	_____	_____	_____
<b>TOTAL REVENUE</b>			
<b>EXPENDITURES</b>			
<b>Personnel</b>			
Salaries & Wages	_____	_____	_____
Taxes & Benefits	_____	_____	_____
<b>Total Personnel</b>	_____	_____	_____
<b>Services and Supplies</b>			
Communications	_____	_____	_____
Professional Services	_____	_____	_____
Depreciation	_____	_____	_____
Education & Training	_____	_____	_____
Equipment Rental	_____	_____	_____
Indirect Expenses	_____	_____	_____
Insurance	_____	_____	_____
Occupancy	_____	_____	_____
Office Supplies	_____	_____	_____
Postage	_____	_____	_____
Printing	_____	_____	_____
Other: _____	_____	_____	_____
<b>Total Services &amp; Supplies</b>	_____	_____	_____
<b>TOTAL EXPENDITURES</b>			

TOTAL BUDGETED EXPENDITURES FOR ENTIRE ORGANIZATION: \$ \_\_\_\_\_

Required for determination of Annual Audit Requirements

Authorized Organization Signature: \_\_\_\_\_

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

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY & FAMILY SERVICES

SERVICE CONTRACT No. 0010212

EXHIBIT 7 – CRIMINAL HISTORY RECORDS CHECK

Certificate of Compliance

Contractor: Portland Public Schools EI/ECSE

Address: 531 SE 14 Ave, Portland, OR 97214

Telephone: 916-5840

The Authorized Signature below certifies that the organization named above is currently in compliance with ORS 181.536-537 and OAR 309-018-0190 and Department of Community and Family Services contract condition # 19. Further, that the organization will exercise diligence in maintaining compliance as long as the organization continues to contract with Multnomah county and the law defined in with ORS 181.536-537 and OAR 309-018-0190 remain in effect.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_



# PORTLAND PUBLIC SCHOOLS

501 North Dixon Street / Portland, Oregon 97227

Mailing Address: P.O. Box 3107 / Portland, Oregon 97208-3107

Telephone: (503) 916-2000 • FAX: (503) 916-3000

## RISK MANAGEMENT

### SELF-INSURED ENDORSEMENT

Portland Public Schools is self-insured according to the statutory limits set out in the Oregon Tort Claims Act for any liability, property and auto claims and represents and warrants that it has and will maintain adequate funding of that self insurance to cover any claim that may result from or arise out of its activities under Contract #9910270 with Multnomah County, Department of Community & Family Services. For public agencies, this self-insurance is limited by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act. Portland Public Schools will hold the Multnomah County harmless from any claim arising out of the District and/or its officers or employees' negligence in connection with the below referenced Lease Agreement, within the limits of the Oregon Tort Claims Act. In addition, Portland Public Schools is self-insured as respects its workers' compensation for employees and shall provide benefits as prescribed by the Oregon Revised Statutes.

-----  
Elaine Berg, Insurance Claims Specialist  
Risk Management

Date: 8/3/98

REFERENCE: Contract #9910270 – Alternative School Services at  
Mt. Scott Learning Center, Health/Development screening  
Services (SKIP), TLC/TNT Summer Camp, Touchstone  
Program

APPENDIX D  
SELF-INSURANCE CERTIFICATE

*As a County contractor, you must provide proof of certain required insurance coverages or, for self-insured organizations, certification of your organization's self-insurance program. You have indicated that your organization is self-insured. Please have an authorized representative of your organization answer the following questions:*

1. How long have you been self-insured for:

Workers' Compensation? 20 YEARS

General/Auto Liability? 20 YEARS

Professional Liability? 20 YEARS

2. What is your self-insured retention (SIR) in each program?

Workers' Compensation? \$1 Million

General/Auto Liability? \$1 Million

Professional Liability? \$1 Million

3. Do you maintain a dedicated fund to pay losses? XX yes      no

4. Do you require actuarial studies of the fund to establish funding requirements? XX yes      no

5. How often are our actuarial studies conducted? Annual

6. At what confidence level do you fund? 100 %

*Please attach a copy of your State of Oregon Certificate of Self-Insurance for Workers' Compensation.*

*I certify that the preceding is true.*

  
Signature

Risk Manager

Title

MICHAEL HUTCHENS

Name

8/3/98

Date

PORTLAND PUBLIC SCHOOL DIST. #1

Name of Your Organization

Dept. of Community & Family Services

Name of Multnomah County

Department Issuing Contract

Contract #9910270

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_ 12/18/97 \_\_\_\_\_ (Date)

DEPARTMENT Community Justice

DIVISION \_\_\_\_\_

CONTACT Meganne Steele

TELEPHONE 248-3961

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

SUGGESTED

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

Budget modification to transfer FTE between Funds and Programs resulting in a net zero affect on the Department of Community Justice FY 98-99 budget. *Increases expenditures in fund 156 by 26,611; decreases expenditures in fund 100 by 26,611.*

(ESTIMATED TIME NEEDED ON THE AGENDA)

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

Personnel changes are shown in detail on the attached sheet

**This budget modification reflects mid-year changes is staffing related to workload shifts. No change in appropriation or FTE.**

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

No revenue impact

99 JUN - 8 AM 11:58  
COUNTY COMMISSIONERS  
MULTI-DISTRICT COUNTY  
OREGON

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

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

Originated By <i>M. Dianne Smith</i>	Date	Department Director <i>[Signature]</i>	Date <i>4-28-99</i>
Plan/Budget Analyst <i>[Signature]</i>	Date <i>6-7-99</i>	Employee Services	Date
Board Approval <i>[Signature]</i>	Date <i>6/17/99</i>		

BUDGET MODIFICATION NO.

BMDJ99 20

EXPENDITURE

TRANSACTION EB GM [ ]

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

ACCOUNTING PERIOD \_\_\_\_\_

10

BUDGET FY 98-99

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
												Permanent
	<b>See Attached Worksheet</b>											Fringe
												Insurance
											-	
									0			Internal Svc Reimb-Insur Fund
									0			General Fund Contingency to cover indirect in F/S Fund
											-	
												General Fund Contingency
											-	
<b>TOTAL EXPENDITURE CHANGE</b>										0	0	

REVENUE

TRANSACTION EB GM [ ]

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

ACCOUNTING PERIOD \_\_\_\_\_

10

BUDGET FY 98-99

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
									-			
									-		-	
									-			
									-			
									-			
									-			
											-	
<b>TOTAL REVENUE CHANGE</b>										-	0	

Department of Community Justice  
 FY98-99 ACJ Bud Mods  
 BMDCJ99\_20 Transfers Worksheet

Sorted by Fund								
Fund	Org	FTE	JCN	Perm 5100	Prem 5400	Sal Rel 5500	Insur 5550	Total
100	2223	(0.50)	9772	(13,592)		(3,044)	(1,904)	(18,540)
100	2223	(0.50)	9772	(13,592)		(3,044)	(1,904)	(18,540)
100	2233	(0.50)	6276	(16,130)		(3,931)	(2,768)	(22,829)
100	2266	0.50	6276	23,365	351	5,779	2,974	32,469
100	2271	1.00	6001	24,306	729	4,383	3,072	32,490
100	2331	(0.25)	6001	(5,664)		(992)	(1,312)	(7,967)
100	2340	(0.50)	9772	(45,835)		(11,169)	(3,770)	(60,774)
100	2340	0.50	9772	13,592		3,044	1,904	18,540
100	2340	0.50	9772	13,592		3,044	1,904	18,540
	S/T	0.25		(19,958)	1,080	(5,930)	(1,804)	(26,611)
156	2221	1.00	9641	72,120	2,164	17,737	4,827	96,848
156	2221	(1.00)	9772	(51,933)	(1,558)	(13,034)	(7,743)	(74,268)
156	2227	(1.00)	6001	(26,016)	(827)	(4,699)	(3,259)	(34,801)
156	2227	(1.00)	9641	(72,120)	(2,164)	(17,737)	(4,827)	(96,848)
156	2227	1.00	9772	51,933	1,558	13,034	7,743	74,268
156	2228	(1.00)	6276	(34,716)	(3,402)	(9,288)	(7,666)	(55,072)
156	2228	1.00	6001	26,016	827	4,699	3,259	34,801
156	2236	(1.00)	6001	(24,306)	(729)	(4,383)	(3,072)	(32,490)
156	2243	1.00	6001	27,562	826	4,970	5,265	38,623
156	2244	(1.00)	6001	(27,562)	(826)	(4,970)	(5,265)	(38,623)
156	2244	(1.00)	9772	(62,301)	(1,869)	(15,636)	(8,446)	(88,252)
156	2244	1.00	9772	62,301	1,869	15,636	4,521	84,327
156	2248	0.50	6276	16,130		3,931	2,768	22,829
156	2248	1.00	6276	34,716	3,402	9,288	7,666	55,072
156	2262	(0.50)	6276	(23,365)	(351)	(5,779)	(2,974)	(32,469)
156	2262	1.00	9772	62,301	1,869	15,636	8,446	88,252
156	2333	0.25	6001	5,664		992	1,312	7,967
156	2334	0.50	9772	45,835		11,169	3,770	60,774
156	2334	(1.00)	9772	(62,301)	(1,869)	(15,636)	(4,521)	(84,327)
156	2337	(3.00)	6267	(91,273)	(2,738)	(16,460)	(13,454)	(123,925)
156	2338	3.00	6267	91,273	2,738	16,460	13,454	123,925
	S/T	(0.25)		19,958	(1,080)	5,930	1,804	26,611
169	2248	2.00	6276	88,030		21,450	11,686	121,166
169	2312	(2.00)	6276	(88,030)		(21,450)	(11,686)	(121,166)
169	2312	(1.00)	6276	(32,260)		(7,861)	(5,488)	(45,609)
169	2320	1.00	6276	32,260		7,861	5,488	45,609
	S/T	-		-	-	-	-	-
		0		0	0	0	0	0

Department of Community Justice  
 FY98-99 ACJ Bud Mods  
 BMDCJ99\_20 Transfers Worksheet

FROM									TO								
Fund	Org	FTE	JCN	Perm 5100	Prem 5400	Sal Rel 5500	Insur 5550	Total	Fund	Org	FTE	JCN	Perm 5100	Prem 5400	Sal Rel 5500	Insur 5550	Total
156	2244	(1.00)	6001	(27,562)	(826)	(4,970)	(5,265)	(38,623)	156	2243	1.00	6001	27,562	826	4,970	5,265	38,623
100	2233	(0.50)	6276	(16,130)		(3,931)	(2,768)	(22,829)	156	2248	0.50	6276	16,130		3,931	2,768	22,829
156	2262	(0.50)	6276	(23,365)	(351)	(5,779)	(2,974)	(32,469)	100	2266	0.50	6276	23,365	351	5,779	2,974	32,469
100	2223	(0.50)	9772	(13,592)		(3,044)	(1,904)	(18,540)	100	2340	0.50	9772	13,592		3,044	1,904	18,540
100	2223	(0.50)	9772	(13,592)		(3,044)	(1,904)	(18,540)	100	2340	0.50	9772	13,592		3,044	1,904	18,540
156	2227	(1.00)	6001	(26,016)	(827)	(4,699)	(3,259)	(34,801)	156	2228	1.00	6001	26,016	827	4,699	3,259	34,801
156	2228	(1.00)	6276	(34,716)	(3,402)	(9,288)	(7,666)	(55,072)	156	2248	1.00	6276	34,716	3,402	9,288	7,666	55,072
156	2236	(1.00)	6001	(24,306)	(729)	(4,383)	(3,072)	(32,490)	100	2271	1.00	6001	24,306	729	4,383	3,072	32,490
169	2312	(2.00)	6276	(88,030)		(21,450)	(11,686)	(121,166)	169	2248	2.00	6276	88,030		21,450	11,686	121,166
169	2312	(1.00)	6276	(32,260)		(7,861)	(5,488)	(45,609)	169	2320	1.00	6276	32,260		7,861	5,488	45,609
156	2244	(1.00)	9772	(62,301)	(1,869)	(15,636)	(8,446)	(88,252)	156	2262	1.00	9772	62,301	1,869	15,636	8,446	88,252
156	2227	(1.00)	9641	(72,120)	(2,164)	(17,737)	(4,827)	(96,848)	156	2221	1.00	9641	72,120	2,164	17,737	4,827	96,848
100	2331	(0.25)	6001	(5,664)		(992)	(1,312)	(7,967)	156	2333	0.25	6001	5,664		992	1,312	7,967
156	2337	(3.00)	6267	(91,273)	(2,738)	(16,460)	(13,454)	(123,925)	156	2338	3.00	6267	91,273	2,738	16,460	13,454	123,925
156	2221	(1.00)	9772	(51,933)	(1,558)	(13,034)	(7,743)	(74,268)	156	2227	1.00	9772	51,933	1,558	13,034	7,743	74,268
156	2334	(1.00)	9772	(62,301)	(1,869)	(15,636)	(4,521)	(84,327)	156	2244	1.00	9772	62,301	1,869	15,636	4,521	84,327
100	2340	(0.50)	9772	(45,835)		(11,169)	(3,770)	(60,774)	156	2334	0.50	9772	45,835		11,169	3,770	60,774
	S/T	(16.75)		(690,996)	(16,333)	(159,113)	(90,058)	(956,499)			16.75		690,996	16,333	159,113	90,058	956,499

## Transaction Detail

Trans ID	Type	FY	Description	Process	Date	Category	#	Fund	Agcy	Org	Obj	Rev	Amount	#	Fund	Agcy	Org	Pos	FTE	Amount
BM99DCJ_20	BM	99	Makes a wide variety of FTE changes between programs and funds to address workload issues. No net change in DCJ budget, but increases expenditures in F156 by \$26,611 and decreases F100 expenditures by same amount.	No			1	100	022	2223	5100		-27,184	1	100	022	2223	9772	-0.500	-13,592
							2	100	022	2223	5500		-6,088	2	100	022	2223	9772	-0.500	-13,592
							3	100	022	2223	5550		-3,808	3	100	022	2233	6276	-0.500	-16,130
							4	100	022	2233	5100		-16,130	4	100	022	2266	6276	0.500	23,365
							5	100	022	2233	5500		-3,931	5	100	022	2271	6001	1.000	24,306
							6	100	022	2233	5550		-2,768	6	100	022	2331	6001	-0.250	-5,664
							7	100	022	2266	5100		23,365	7	100	022	2340	9772	0.500	13,592
							8	100	022	2266	5400		351	8	100	022	2340	9772	0.500	13,592
							9	100	022	2266	5500		5,779	9	156	022	2221	9641	1.000	72,120
							10	100	022	2266	5550		2,974	10	156	022	2221	9772	-1.000	-51,933
							11	100	022	2271	5100		24,306	11	156	022	2227	6001	-1.000	-26,016
							12	100	022	2271	5400		729	12	156	022	2227	9641	-1.000	-72,120
							13	100	022	2271	5500		4,383	13	156	022	2227	9772	1.000	51,933
							14	100	022	2271	5550		3,072	14	156	022	2228	6276	-1.000	-34,716
							15	100	022	2331	5100		-5,664	15	156	022	2228	6001	1.000	26,016
							16	100	022	2331	5500		-992	16	156	022	2236	6001	-1.000	-24,306
							17	100	022	2331	5550		-1,312	17	156	022	2243	6001	1.000	27,562
							18	100	022	2340	5100		-18,651	18	156	022	2244	6001	-1.000	-27,562
							19	100	022	2340	5500		-5,081	19	156	022	2244	9772	1.000	62,301
							20	100	022	2340	5550		38	20	156	022	2244	9772	-1.000	-62,301
							21	156	022	2221	5100		20,187	21	156	022	2248	6276	0.500	16,130
							22	156	022	2221	5400		606	22	156	022	2248	6276	1.000	34,716
							23	156	022	2221	5500		4,703	23	156	022	2262	6276	-0.500	-23,365
							24	156	022	2221	5550		-2,916	24	156	022	2262	9772	1.000	62,301
							25	156	022	2227	5100		-46,203	25	156	022	2333	6001	0.250	5,664
							26	156	022	2227	5400		-1,433	26	156	022	2334	9772	0.500	45,835
							27	156	022	2227	5500		-9,402	27	156	022	2334	9772	-1.000	-62,301
							28	156	022	2227	5550		-343	28	156	022	2337	6267	-3.000	-91,273
							29	156	022	2228	5100		-8,700	29	156	022	2338	6267	3.000	91,273
							30	156	022	2228	5400		-2,575	30	169	022	2248	6276	2.000	88,030
							31	156	022	2228	5500		-4,589	31	169	022	2312	6276	-2.000	-88,030
							32	156	022	2228	5550		-4,407	32	169	022	2312	6276	-1.000	-32,260
							33	156	022	2236	5100		-24,306	33	169	022	2320	6276	1.000	3,260
							34	156	022	2236	5400		-729							
							35	156	022	2236	5500		-4,383							
							36	156	022	2236	5550		-3,072							
							37	156	022	2243	5100		27,562							
							38	156	022	2243	5400		826							
							39	156	022	2243	5500		4,970							
							40	156	022	2243	5550		5,265							





# 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  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Board of County Commissioners

FROM: Meganne Steele, Budget and Policy Manager *MS*  
Department of Community Justice

DATE: June 2, 1999

SUBJECT: Approval of Budget Modification #DCJ99\_20

- I. RECOMMENDATION/ACTION REQUESTED:  
Approval of budget modification #DCJ99\_20 to transfer various positions between funds and programs within Multnomah County Department of Community Justice to address workload issues.
- II. BACKGROUND/ANALYSIS:  
The Department of Community Justice has identified several positions to be transferred within the department to address shifts in workload. These transfers will result in a net shift in FTE of .25 increase in the General Fund and (.25) decrease in the Federal State Fund. The Levy Fund will be unaffected.
- III. FINANCIAL IMPACT:  
The financial impact of this budget modification will result in a net transfer of expenditures of (\$26,611) decrease in the General Fund and \$26,611 increase in the Federal State Fund. There is no increase in overall department budget.
- IV. LEGAL ISSUES: N/A
- V. CONTROVERSIAL ISSUES: None
- VI. LINK TO CURRENT COUNTY POLICIES: N/A
- VII. CITIZEN PARTICIPATION: N/A
- VIII. OTHER GOVERNMENTAL PARTICIPATION: N/A

[For Clerk's Use] Meeting Date JUN 17 1999

Agenda # C-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

DEPARTMENT: Community Justice  
CONTACT: Meganne Steele

DIVISION: Counseling Services  
TELEPHONE: 248-3961

\*NAME[S] OF PERSON MAKING PRESENTATION TO BOARD: Bill Morris

SUGGESTED AGENDA TITLE [To assist in preparing a description for the printed agenda]

The Department of Community Justice Budget Modification # DCJ 26 Adds \$9,129 CASA Revenue To The Counseling/Court Services Division

ESTIMATED TIME NEEDED ON THE AGENDA: N/A

2. DESCRIPTION OF MODIFICATION [Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is increased or reduced? Attach additional information if you need more space].  
Personnel changes are shown in detail on the attached. No

This budget modification adds \$9,129 additional CASA revenue to the Counseling/Court Services Division for the biennium ending June 30, 1999. The total consists of \$9,066 Pass Thru Payments for Court Appointed Special Advocates contracted services and \$63 Indirect Cost. General fund Contingency is increased by the Indirect Cost support dollars.

3. REVENUE IMPACT [Explain revenues being changed and the reason for the change]

- Increases Rev Code 2313 by \$9,129.
- Increases general fund Contingency by \$63 Indirect Cost support.

4. CONTINGENCY STATUS [to be completed by Finance/Budget]

Contingency before this modification [as of \_\_\_\_\_ \$ \_\_\_\_\_  
[Specify Fund] [Date]

After this modification \$ \_\_\_\_\_

<i>Phyllis H. Eighmy</i> [Originated By]	5-25-99 [Date]	<i>E. Clawson</i> [Department Manager]	6-1-99 [Date]
<i>[Signature]</i> [Finance/Budget]	6-7-99 [Date]	[Employee Relations]	[Date]
<i>Deborah C. Boasted</i> [Board Approval]		6/17/99 [Date]	

JUL 13 1999 11 58 AM  
MULTI-COUNTY  
OREGON  
COUNTY COMMISSIONERS





# 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  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Meganne Steele   
Department of Community Justice

**DATE:** May 27, 1999

**RE:** REQUEST FOR FY99 DCJ #26 BUDGET MODIFICATION APPROVAL

- I. **RECOMMENDATION/ACTION REQUESTED:** Approve budget modification DCJ #26 to add \$9,129 CASA revenue to the Counseling/Court Services Division.
- II. **BACKGROUND/ANALYSIS:** This revenue completes the total Court Appointed Special Advocates (CASA) revenue made available in the biennium ending June 30, 1999 and passed through the Children and Family Services Department to the Department of Community Justice to support contracted CASA services.
- III. **FINANCIAL IMPACT:** This revenue will continue in FY00. The total available for the forthcoming budget year for these contracted services is \$41,810, which represents a (\$4,564) reduction to the revenue available in FY99.
- IV. **LEGAL ISSUES:** N/A
- V. **CONTROVERSIAL ISSUES:** N/A
- VI. **LINK TO CURRENT COUNTY POLICIES:** N/A
- VII. **CITIZEN PARTICIPATION:** N/A
- VIII. **OTHER GOVERNMENT PARTICIPATION:** N/A

MEETING DATE: JUN 17 1999

AGENDA NO: C-10

9:30 am

(Above Space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: IGA between the Department of Community Justice and the Oregon Youth Authority.

BOARD BRIEFING

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: \_\_\_\_\_

AMOUNT OF TIME REQUESTED: N/A

DEPARTMENT: Community Justice

DIVISION: Juvenile Justice

CONTACT: Jerry Martin

TELEPHONE #: x22222

BLDG/ROOM#: 311/RMS

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUGGESTED AGENDA TITLE:**

*Amendment to Revenue IGA between the Department of Community Justice and the Oregon Youth Authority to extend provision of services for the Juvenile Diversion Program through June 30, 2000.*

**SIGNATURES REQUIRED:**

6/17/99 ORIGINALS to JERRY MARTIN

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

OR

DEPARTMENT MANAGER: E Clawson/MS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

99 JUN - 7 PM 12:13  
CLATSOP COUNTY  
BOARD OF  
COUNTY COMMISSIONERS



# 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  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

---

TO: Board of County Commissioners

FROM: Elyse Clawson, Director *EC*  
Department Community Justice

DATE: May 11, 1999

SUBJECT: Approval of an Intergovernmental Agreement between the Oregon Youth Authority and the Department of Community Justice

---

I. RECOMMENDATION/ACTION REQUESTED:

The Department of Community Justice recommends the Board's approval of an Intergovernmental Agreement with the Oregon Youth Authority for funding to support DCJ's continued participation in the Juvenile Diversion Program.

II. BACKGROUND/ANALYSIS:

The Department of Community Justice has participated in the State's downsizing efforts since July 1, 1990. The purpose of the diversion program is to provide evaluation and diagnostic services, dispositional services to parole violators, detention back-up services, community programs and services, and a process for making training school placements and parole decisions.

III. FINANCIAL IMPACT:

The Oregon Youth Authority will pay to the Department \$792,239.06 for FY 1999/2000.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

This Diversion IGA with the Oregon Youth Authority links directly to the County's benchmarks of 1) reducing juvenile crime, and 2) increasing high school completion. This is accomplished by developing strategies and specific action plans that not only steer youth to, but maintain them in positive, enriching activities, as well as, to keep and maintain them in school.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

The Department works collaboratively with OYA to ensure that viable alternatives to incarceration exist.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal

Contract # 0010600

Prior-Approved Contract Boilerplate:  Attached:  Not Attached

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

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$50,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$50,000</p>	<p><b>CLASS II</b></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><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p><b>AGENDA #</b> <u>C-10</u> <b>DATE</b> <u>6/17/99</u></p> <p style="text-align: center;"><b>DEB BOGSTAD</b></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
---	--	---

Department: Community Justice Division: RMS Date: April 10, 1999

Contract Originator: Bill Morris Phone: 248-3532 Bldg/Room: 311

Administrative Contact: Jerry Martin Phone: 248-3460 x2222 Bldg/Room: 311/RMS

**Description of Contract:** This Revenue IGA Amendment (OYA Diversion) allows DJACJ to continue to provide evaluation and diagnostic services, disposition of parole violations, detention back-up community programs and services and a process for making training school placements and parole placement decisions.

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>Oregon Youth Authority</u></p> <p>Mailing Address: <u>500 Summer St. NE</u> <u>Salem, OR 97310-1017</u></p> <p>Phone: <u>(503) 373-7333</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1999</u></p> <p>Termination Date: <u>June 30, 2000</u></p> <p>Original Contract Amount: \$ <u>792,239.06</u></p> <p>Total Amount of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement \$ <u>792,239.06</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 checked="" type="checkbox"/> Monthly \$ <u>66,019.92</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><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

**REQUIRED SIGNATURES:**

Department Manager: *E. Clawson* Date: 5-25-99

Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
(Class II Contracts Only)

County Counsel: *Agenda* Date: 6/6/99

County Chair/Sheriff: *Chair* Date: 6/17/99

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	2720			2318		DNZG	OYA Diversion	\$ 11,884	
02	156	022	2740			2318		DNZG	OYA Diversion	\$ 538,723	
03	156	022	2780			2318		DNZG	OYA Diversion	\$ 130,719	
04	156	022	2900			2318		DNZG	OYA Diversion	\$ 110,913	

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance



STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
(DIVERSION)

State of Oregon  
Oregon Youth Authority

Contract Log #: 64

Provider #: \_\_\_\_\_

This Agreement is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called Department, and **Multnomah County Board of Commissioners**, hereafter called County. Department's Administrator for this Agreement is **Bob Jester**.

1. **Effective Date and Duration.** This Agreement shall become effective on the later of (i) **July 1, 1999** or (ii) the date this Agreement has been signed by every party hereto and, when required, approved by Department of Administrative Services and Department of Justice. Unless terminated or extended, this Agreement shall expire when Department accepts County's completed performance or on **June 30, 2000**, whichever date occurs first. Expiration or termination of this Agreement shall not extinguish or prejudice Department's right to enforce this Agreement with respect to any breach of a County warranty or any default or defect in County performance that has not been cured.
2. **Statement of Work.** The statement of work (the "Work"), including the delivery schedule for such Work, is identified in Exhibit A attached and incorporated by reference into this Agreement. County agrees to perform the Work in accordance with the terms and conditions of this Agreement.
3. **Consideration.**
  - a. Department agrees to pay County an amount not to exceed **\$792,239.06** for accomplishing the Work required by this Agreement including any allowable expenses.
  - b. Interim payments to County shall be made only in accordance with the schedule and requirements in Exhibit A.
4. **Documents.** This Agreement consists of the following documents which are listed in descending order of precedence and are attached and incorporated by this reference: this Agreement less exhibits and attachments, and Exhibit A.
5. **Independent Contractor- Responsibility for Taxes and Withholding.**
  - a. County 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 County's performance. County is responsible for determining the appropriate means and manner of performing the Work.
  - b. If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement declares and certifies that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of County's employing agency (state or federal) would prohibit County's Work under this Agreement. County is not an "officer", "employee", or "agent" of the Department, as those terms are used in ORS 30.265.
  - c. County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Department will not withhold from such compensation or payments any amount(s) to cover County's federal or state tax obligations. Each party shall be responsible exclusively with respect to their employees for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage and contributions to the Public Employees Retirement System.
6. **Subcontracts and Assignment; Successors and Assigns.**
  - a. County shall not enter into any subcontracts for any of the Work required by this Agreement, or assign or transfer any of its interest in this Agreement, without Department's prior written consent. In addition to any other provisions Department may require, County shall include in any permitted subcontracts under this Agreement a requirement that the subcontractor be bound by Sections 6, 10, 11, 14, 27, 28, 31, and 32, of this Agreement as if the subcontractor were the County. Department's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement. Moreover, approval by the Department of a subcontract shall not result in any obligations or liabilities to the Department in addition to those set forth in this Agreement, including,

without limitation, the agreed rates of payment and total consideration. County shall be solely responsible for any and all obligations owing to the subcontractors.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

**7. No Third Party Beneficiaries.** Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 Agreement.

**8. Funds Available and Authorized; Payments.**

a. County shall not be compensated for work performed under this Agreement 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 Agreement within the Department's biennial appropriation or limitation. County understands and agrees that Department's payment of amounts under this Agreement 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 Agreement. In the event sufficient appropriations, limitations, or other expenditure authority is not obtained, the Department may terminate this Agreement effective upon written notice to the County without penalty or further liability.

b. Department is obligated to pay County only for work that is performed in accordance with the terms and conditions of this Agreement. Interim payments to County under this Agreement shall not constitute acceptance of the Work.

**9. Representations and Warranties.**

a. County's Representations and Warranties. County represents and warrants to Department that (1) County has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Work under this Agreement shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Agreement 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 Agreement 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. County's Limitation of Liability. County's liability with respect to items (5) and (6) of Section 9a. above shall not exceed: (1) twice the total Agreement 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.

**10. Ownership of Work Product.** All work product of County that results from services rendered by County to youth served under this Agreement (the "Work Product") is the exclusive property of Department. Department and County 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", County 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. County shall execute such further documents and instruments as Department may reasonably request in order to fully vest such rights in Department. County 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.

## 11. Indemnification And Insurance:

- a. County and Department shall each be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260 through 30.300), 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 their respective acts or omissions under this Agreement.
- b. Both Department and County 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. County may satisfy these requirements in any manner allowed by ORS 30.270. The Department shall satisfy this requirement through the Liability 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. Coverage limits shall be not less than \$500,000 combined single limit per occurrence.
- c. The County, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.
- d. To the extent permitted by law, County 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, obligations, representations or warranties of County or its officers, employees, subcontractors, or agents under this Agreement.

## 12. Termination.

- a. Parties' Right to Terminate For Convenience. This Agreement may be terminated at any time by mutual written consent of the parties.
- b. Department's Right To Terminate For Convenience. Department may, in its sole discretion, terminate this Agreement, in whole or in part, upon 60 days notice to County.
- c. Department's Right to Terminate For Cause. Department may terminate this Agreement, in whole or in part, immediately upon notice to County, 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 County's Work;
  - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or Department is prohibited from paying for such Work from the planned funding source;
  - (iii) County no longer holds any license or certificate that is required to perform the Work, or any license or certificate required by statute, rule, regulation or other law to be held by the County to provide the services required by this Agreement is for any reason denied, revoked, suspended, not renewed or changed in such a way that the County no longer meets requirements for such license or certificate; or
  - (iv) County commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger County's performance under this Agreement 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 of cure as Department may specify in such notice.
- d. County's Right to Terminate for Cause. County may terminate this Agreement upon 30 days' notice to Department if Department fails to pay County pursuant to the terms of this Agreement and Department fails to cure such default within 30 business days after receipt of County's notice, or such longer period of cure as County may specify in such notice.
- e. Remedies.
  - (i) In the event of termination pursuant to Sections 12.a, 12.b, 12.c(i), 12.c(ii) or 12.d, County'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 the amount of any claim(s) which

State has against County. If previous amounts paid to County exceed the amount due to County, County shall pay any excess to Department upon demand.

(ii) In the event of termination pursuant to Section 12.c(iii) or 12.c(iv), Department shall have any remedy available to it in law or equity. Remedies pursuant to this Section 12 (e) (ii) may be pursued singly, successively, collectively or in any order whatsoever. If it is determined for any reason that County was not in default under Section 12.c(iii) or 12.c(iv), the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to Section 12.b.

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

**13. Limitation of Liabilities.** EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13 (e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE AGREEMENT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

**14. Records Maintenance; Access.** County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. County 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 County that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. County 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 Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**15. Compliance with Applicable Law.** County shall comply with all applicable federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Without limiting the generality of the foregoing, County 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) the Age Discrimination Act of 1975; (v) the Pro-Children Act of 1994, Pub. L. 103-227, Title X, Pt. C, 108 Stat. 271; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, including those set forth in Section 36. Department's performance under this Agreement is conditioned upon County's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555 which are incorporated by reference herein. County shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this Agreement, and shall comply with any other standards or criteria described in this Agreement.

**16. Force Majeure.** Neither Department nor County 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 County, respectively. County 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 Agreement.

**17. Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 12, 13, 14, 17, 23, 25, 27, 28 and 31 and any section of this Agreement in which survival is expressly referenced.

**18. Time is of the Essence.** County agrees that time is of the essence under this Agreement.

**19. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to County or Department at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 19. Notwithstanding the foregoing sentence, any notice of termination of this Agreement shall be given by certified mail, return receipt requested. 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; provided that to be effective against Department, such facsimile transmission must be confirmed by telephone notice to Department's Administrator for this Agreement and the Contracts Unit 503-373-7356. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. All such communications and notices shall be copied to the Oregon Youth Authority Contracts Unit, 530 Center St. NE, Suite 200, Salem OR 97301-3740.

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

**21. Counterparts.** This Agreement 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 Agreement so executed shall constitute an original.

**22. Department of Administrative Services Approval.** Unless expressly provided otherwise by applicable statutes or rules, the approval of the Department of Administrative Services, and in certain cases of the Department of Justice, is required before any work may begin under this Agreement or an amendment to this Agreement.

**23. Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**24. Year 2000 Compliance Notice.** In the event County 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, County shall promptly advise Department of such failure.

**25. Integration; Waiver.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Department to enforce any provision of this Agreement shall not constitute a waiver by Department of that or any other provision.

**26. Program Responsibility, Eligibility and Case Planning.** The Department, through its field offices, is responsible for determining the nature and extent of and eligibility for service for all youth for whom the Department purchases services under this Agreement. The Department shall assign a staff person to be a liaison with the County. The County agrees to include the assigned Department staff person in making decisions regarding planning for youth, changes in location of each youth, visits by a youth to home or other community settings, and plans for termination of services to each youth. The County agrees to notify the Department staff

person as soon as reasonably possible of any significant events which may alter the services planned, including, but not limited to, a youth's running away or serious illness.

**27. Criminal History Checks:** The Department has statutory authority to access criminal offender information on all persons having direct contact with Department youth, including relief staff. (ORS 420A.010 (11)).

**28. Confidentiality of Information.** The use or disclosure by the County and its employees and agents of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the County's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the person or persons authorized by law to consent to such use or disclosure.

**29. County-Client Relationship.** The County will establish a system through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County will advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Department of all unresolved grievances.

**30. Services to Culturally Diverse Youth and Families.** Providing equal access to and maximum benefit from services for youth and youth who are members of culturally diverse groups is a priority for the Department. The County shall be responsible for developing a plan to identify the steps to be taken toward becoming more culturally competent in order to serve, more effectively, culturally diverse youth.

**31. Program Records, Controls, Reports and Monitoring Procedures.** The County 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 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 youth, 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. The County shall cooperate fully with such reviews.

**32. Certain Federal Requirements.**

**32.1** County certifies, to the best of County's knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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 Agreement, 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, County agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) County shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) County is solely responsible for all liability arising from a failure by County to comply with the terms of this certification. Additionally, to the extent permitted by law, County promises to indemnify Department for any damages suffered by Department as a result of County's failure to comply with the terms of this certification.

(e) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to make the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

32.2 If the sums payable to County under this Agreement exceed \$100,000, County shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7606 (1995), Section 508 of the Clean Water Act, 33 U.S.C. 1368 (Supp. 1998), Executive Order 11738, 38 Fed. Reg. 25161 (1973), *reprinted in* 42 U.S.C. 7606 nt (1995), and Environmental Protection Agency (EPA) regulations, 40 C.F.R. Chapter 1 (1998), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to Department, the Department of Health and Human Services and to the US EPA Assistant Administrator for Enforcement (EN-329).

32.3 County shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871 (1975), as amended.

32.4 If the sums payable to County exceed \$10,000, County shall, to the extent applicable, comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 C.F.R. Part 60 (1997).

32.5 County shall comply with the requirements of Patient Self-Determination Act, 42 C.F.R. pt. 489, subpt. I (1997), and ORS chapter 127, pertaining to advance directives.

32.6 County and any laboratories used by County shall comply with the Clinical Laboratory Improvement Amendments of 1988, Pub. L. 100-578, 102 Stat. 2903 (1988) (42 U.S.C. 201 nt, 263a, 263a nt (1991)) (CLIA) which require that:

All laboratory testing sites providing services under this Agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

32.7 If County lets any subcontracts in accordance with the terms and conditions of this Agreement, County shall take affirmative steps to: include qualified small and minority and women's businesses on solicitation lists, assure that small and minority and women's businesses are solicited whenever they are potential sources, divide total requirements into smaller tasks or quantities when economically feasible so as to permit maximum small and minority and women's business participation, establish delivery schedules when requirements permit which will encourage participation by small and minority and women's businesses, and use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

32.8 County shall comply with all other applicable federal law.

(Balance of page left intentionally blank)

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

**COUNTY DATA AND CERTIFICATION**

Name (tax filing) \_\_\_\_\_

Address: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

**Certification:** The individual signing on behalf of County hereby certifies and swears under penalty of perjury: (a) the number shown on this form is County's correct taxpayer identification; (b) County is not subject to backup withholding because (i) County is exempt from backup withholding, (ii) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified County that County is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of County, s/he has authority and knowledge regarding County's payment of taxes, and to the best of her/his knowledge, County is not in violation of any Oregon tax laws; (d) County is an independent contractor as defined in ORS 670.600 and (e) the above County data is true and accurate. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon ("Tri-Met") Employer Payroll Tax, and Tri-Met Self-Employment Tax).

**YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: *Diane M. Linn* Date: 6/19/99  
Diane M. Linn  
Title: Multnomah County Vice-Chair

Mailing Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Approved by Department of Administrative Services:

By: N/A Date: \_\_\_\_\_  
Personal Services Contracts Section

Other Required Signature:

By: N/A Date: \_\_\_\_\_  
Authorized Signature

**DEPARTMENT:** STATE OF OREGON, acting by and through its Oregon Youth Authority

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Manager of Budget and Contracts

Mailing Address: 530 Center St. NE, Suite 200  
Salem, Oregon 97301-3740  
Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, as amended, exceeds \$75,000)

By: *[Signature]* Date: 4/8/99  
Assistant Attorney General

**APPROVED:**

*E. Clawson*  
Department Director Date

Reviewed by OYA Contracts Officer:

By: *[Signature]* Date: 4-5-99

Reviewed:  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

By: *[Signature]* Date: 6/6/99  
Assistant County Counsel Date

**EXHIBIT A**  
**Intergovernmental Agreement**

Contract Number: 64  
County: Multnomah County Board of Commissioners

**1. STATEMENT OF WORK:**

**1.1 Definitions**

1.1.1 "Youth Correctional Facility" means MacLaren, Hillcrest, Secure Regional Facilities, Work Study Camps, Youth Accountability Camps, and any other facility designated by the Department.

1.1.2 "Discretionary Bed Space Limitation" means the maximum number of youth from a County who may reside in beds apportioned to that County based on the Discretionary Bed Formula. The Discretionary Bed Formula is the following allocation formula for determining the Discretionary Bed Space Limitation for a County which OYA and the County Juvenile Directors have agreed upon and adopted:

- (a) 50% of Juvenile Arrests in the County (expressed as a percentage of the total Juvenile Arrests in the State), as reported in the yearly Law Enforcement Data System [LEDS], and
- (b) 50% of the 0 to 18 aged youth in the County (expressed as a percentage of the 0 to 18 aged youth in the State), as is reported by the PSU Population Center.

For the purposes of this Agreement, the youth from a County who will be counted against the Discretionary Bed Space Limitation include:

- (a) Youth commitment to the custody of the Department for placement at a Youth Correctional Facility by the juvenile court of jurisdiction under ORS 419C.478 and
- (b) Youth whose parole from a Youth Correctional Facility has been revoked under the provision of ORS 420.045 except revocation based on Rape in the first degree [ORS 163.375], Sodomy in the first degree [ORS 163.405] and Unlawful sexual penetration in the first degree [ORS 163.411].

Youth placed at the Youth Correctional Facility due to administrative transfer from the Department of Corrections under ORS 420.011(2) and those youth placed in Public Safety Reserve Bed Space in accordance with Department administrative rules OAR 416.410 are not counted against the Discretionary Bed Space Limitation.

1.1.3 "Public Safety Reserve Bed Space" means the category of beds in the Youth Correctional Facilities that are reserved for youth who have committed offenses designated by the Department in its administrative rules (OAR 416.410). Such bed space is not included in a County's Discretionary Bed Space Limitation.

1.1.4 "Community Programs" means those services and sanctions provided to delinquent youth outside the Youth Correctional Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the approved County Diversion Plans.

**1.2 Program**

1.2.1 To the extent not inconsistent with this Agreement, County shall provide the services described in that certain document entitled County Diversion Plan which is on file with the Department. County hereby represents and warrants to the Department that this County Diversion Plan complies with all applicable federal, state and local laws, regulations, executive orders and ordinances, not inconsistent with the terms of this Agreement, and was developed in consultation with the local commission on children and families and was approved by a resolution of the governing body of the County and by a letter of concurrence from the presiding judge for the judicial district in which the juvenile court is located and was approved by the OYA Administrator.

1.2.2 (a) For each youth committed to a Youth Correctional Facility, the County shall provide the Department with a reformation plan, including evaluation and education, diagnostic services, and placement services, in form and substance satisfactory to the Department and a description in sufficient detail of the following:

(i) the disposition of parole violations; (ii) plan for providing detention back-up and back up to Community Programs (iii) services received by the youth under Community Programs; (iv) a process for making Youth Correctional Facility placement and parole decisions in accordance with the approved County Diversion Plan and (v) the type of programs the County will use to stay within its training school allocation limit.

(b) The County is responsible for completing a reformation plan approved by the Department for each youth committed to a Youth Correctional Facility and for insuring that this plan accompanies the youth at the time of commitment to the Department for placement in a Youth Correctional Facility or Community Program. The State may recover funds in the amount of \$200.00 per youth for non-compliance with this provision. This amount will be withheld from the County's next diversion payment.

(c) In addition, the County shall provide the Department with a psychological evaluation on all youth committed to a Youth Correctional Facility for public safety reserve offenses. The psychological evaluation provided must be current and appropriate to the youth's current status. Current is defined as within six (6) months prior to commitment to the Youth Correctional Facility. The Department may recover funds in the amount of \$500.00 from the County for the cost of a psychological evaluation if one is not provided in accordance with this Section. These funds will be withheld from the County's next diversion payment.

1.2.3 The Discretionary Bed Space Limitation shall be determined by applying the Discretionary Bed Formula. This Discretionary Bed Formula allows for the Discretionary Bed Space Limitation to change based upon the availability of discretionary beds in the overall statewide resource. The County, or group of counties, is responsible for ensuring that the Discretionary Bed Space Limitation for youth in Youth Correctional Facilities is not exceeded on any given day. The Department will notify the County, or group of counties, in writing, of the County's Discretionary Bed Space Limitation and any changes in its Discretionary Bed Space Limitation.

1.2.4 The County is responsible for completing a reformation plan approved by the Department, and for assuring the plan accompanies the youth at the time of commitment to the Oregon Youth Authority for placement in a Youth Correctional Facility or Community Program. The State may recover funds in the amount of \$200.00 per youth for non-compliance with this provision. This amount will be withheld from the County's next diversion check.

1.2.5 The County will provide a revocation hearing in the community prior to returning a youth to a state custody bed. The Youth Correctional Facility in which the youth resides must receive the report within 72 hours of the youth's arrival. The Department may recover funds in the amount of \$55.00 for each failure to comply with this provision. This amount will be withheld from the County's next diversion check.

1.2.6 Department shall notify the County when it exceeds the Discretionary Bed Space Limitation. County shall submit to Department, within five (5) days, a prioritized list of names of those youth in close custody who shall be released when the County exceeds its Discretionary Bed Space Limitation. Should the County continue out of compliance, a plan must be submitted by the County and approved by the Department to return to compliance. If the County remains out of compliance for 90 days or more the Department may withhold all or a portion of the monthly diversion payment(s) until the County returns to compliance.

1.2.7 County shall submit quarterly data on services provided to youth on forms provided by the Department (OYUA 1017P). The data shall be received by the 10th of the month for each quarter (January, April, July and October).

1.2.8 A final report of the County's actual expenditures and state revenue received by the County pertaining to this Contract shall be submitted to the Department by the County within sixty (60) days, following July 1, 2000.

(Balance of page left intentionally blank)

## 2. CONSIDERATION:

2.1 As consideration for the services provided by the County under this Agreement during the period beginning **July 1, 1999** and ending **June 30, 2000**, the Department, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to the County, by check(s) an amount not to exceed **\$792,239.06**; to be paid at the rate of **\$66,019.92** per month, less deductions, if any, as described in this Exhibit A, Section 1.

(Note: Enter type of service code AC1 on invoice)

2.2 County shall not submit invoices for, 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. County shall notify Agency's Administrator in writing thirty (30) calendar days before this Agreement expires of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

2.3 County shall submit billings on the form entitled Billing For Diversion Services (YA 1019) and the Contract/Invoice Voucher (CF 294A), copies of which will be furnished to the County. Billings shall be submitted by the 10th of each month to Oregon Youth Authority, Budget and Contracts Unit, Attention: Glenda Fields, 530 Center NE, Suite 200, Salem, Oregon 97301-3740.

2.4 The County will not impose or demand any fees from any person or agency for services provided and paid for under this Agreement, unless the fees have been approved in advance, in writing, by the Department.

2.5 If payments to County under this Agreement, or under any other contract between the County and the Department, are made in error or are found to be excessive under the terms of this Agreement or other contract, the Department, after giving written notification to the County, may withhold payments due to County under this Agreement, or other contract in such amounts, and over such periods of time, as are necessary to recover the amount of the overpayment.

## 3. COUNTY'S PAYMENT OF COSTS

### 3.1 Definitions:

a). "Allowable Costs" are those costs which are reasonable and necessary for delivery of services herein contracted, determined in accordance with the Office of Management and Budget (OMB) Circular A 122 as revised.

b). "Restricted Funds" are Department funds including any interest accrued thereon expendable only for costs identified in the budget document contained in the approved County Diversion Plan.

c). "Administrative Costs" are those support costs incurred in the provision of the services required by this Agreement by County government organizational units other than the Juvenile Department. Included in Administrative Costs are such things as cost of payroll administration cost and accounting services and indirect overhead expenses.

3.2 It is agreed that the amount paid under this Agreement may be changed by the Department as a result of Legislative action. The Department shall provide the County with written notice of any such change.

3.3 The County may not expend more than 7.5% of the funds paid under this Agreement for Administrative Costs.

3.4 The County shall not use the funds provided hereunder to supplant moneys otherwise provided to the County Juvenile Department for services to delinquent youth.

3.5 The County hereby certifies, represents and warrants to the Department that the costs included in the budget contained in its approved County Diversion Plan include only Allowable Costs.

3.6 The County agrees to use the Restricted Funds only for those costs identified in the budget contained in its approved County Diversion Plan.

BUDGET MODIFICATION NO.

HD 21

(For Clerk's Use) Meeting Date JUN 17 1999

Agenda No. C-11

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT	<u>Health</u>	(Date)
CONTACT	<u>Kathy Innes</u>	DIVISION <u>Various</u>
* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD		TELEPHONE <u>248-3056 x27027</u>
		<u>Tom Fronk</u>

SUGGESTED

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

Approve increases and decreases in various job classes in the Health Department budget for an overall increase of .1 FTE. All changes are funded from within the current budget.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This action cuts .1 Health Svcs Spec, adds .8 Health Svcs Admin, cuts .75 Health Op Supv, cuts .1 Physician, cuts 1.0 Admin Analyst, cuts .15 Community Health Nurse, cuts .35 LCPN, cuts .5 WP Operator Sr, adds .5 OA Sr, adds 1.45 Prog Dev Spec, cuts .75 Hlth Info Spec 1, adds .75 Prog Dev Tech, cuts 1.0 Fiscal Spec 1, adds 1.0 Fiscal Asst Sr, and adds .3 OA 2.

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

NA

CLERK OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
JUN - 8 AM 11:57 '99

4. CONTINGENCY STATUS (to be completed by Budget & Quality)

Fund Contingency before this modification \_\_\_\_\_

Date

After this modification \_\_\_\_\_

Originated By <u>Jan Sears</u>	Date <u>5/18/99</u>	Department Director <u>Tom Fronk</u>	Date <u>5/18/99</u>
Plan/Budget Analyst <u>Chris Hay</u>	Date <u>5-19-99</u>	Employee Services <u>Melissa Dailen</u>	Date <u>5/18/99</u>
Board Approval <u>Deborah C. Bouster</u>	Date <u>6/17/99</u>		

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

HD 21

5. ANNUALIZED PERSONNEL CHANG HD 21 (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

Permanent Positions, Temporary, Overtime, or Premium	JCN	Org	Explanation of Change	ANNUALIZED			
				BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
					Fringe	Ins.	
-0.80	9696	0321	Health Svcs Spec	(41998)	(7353)	(5319)	-54,670
0.80	9693	0321	Health Svcs Admin	41998	7353	5319	54,670
-0.60	6021	0321	Prog Dev Spec	(26271)	(4599)	(837)	-31,707
0.60	9696	0321	Health Svcs Spec	26271	4599	837	31,707
-0.50	6315	0465	Community Health Nurse	(24899)	(4360)	(833)	-30,092
0.50	9696	0465	Health Svcs Spec	24899	4360	833	30,092
-0.50	6152	0493	WP Operator Sr	(15413)	(2698)	(3669)	-21,780
0.50	6002	0493	Office Asst/Sr	15413	2698	3669	21,780
-1.00	6019	0875	Hlth Info Spec 1	(26580)	(4653)	(4347)	-35,580
1.00	6020	0875	Prog Dev Tech	26580	4653	4347	35,580
-0.40	9006	0905	Administrative Analyst	(11868)	(2078)	(2046)	-15,992
0.40	6021	0905	Prog Dev Spec	11868	2078	2046	15,992
-0.60	9006	0915	Administrative Analyst	(17802)	(3117)	(3068)	-23,987
0.60	6021	0915	Prog Dev Spec	17802	3117	3068	23,987
-1.00	6029	0916	Fiscal Spec 1	(31257)	(5472)	(5347)	-42,076
1.00	6027	0916	Fiscal Asst/Sr	31257	5472	5347	42,076
-1.00	9692	0920	Health Op Supv	(35122)	(6149)	(7396)	-48,667
1.00	6021	0920	Prog Dev Spec	35122	6149	7396	48,667
-1.40	6303	0720	LCPN	(46270)	(8101)	(7559)	-61,930
1.00	6315	0720	Community Health Nurse	46270	8101	7559	61,930
-0.10	9490	0745	Physician	(9109)	(1609)	(645)	-11,363
0.30	6001	0745	Office Asst 2	9109	1609	645	11,363
-0.20	TOTAL CHANGE (ANNUALIZED)			\$0	\$0	\$0	\$0

**CURRENT YEAR PERSONNEL DOLLAR CHANG HD 21**

(Calculate costs/savings that will take place this FY; these should explain the actual dollar amounts changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium		Org	Explanation of Change	CURRENT FY			TOTAL Increase (Decrease)
				BASE PAY Increase (Decrease)	Increase/(Decrease)		
					Fringe	Ins.	
-0.80	9696	0321	Health Svcs Spec	(41998)	(7353)	(5319)	-54,670
0.80	9693	0321	Health Svcs Admin	41998	7353	5319	54,670
-0.30	6021	0321	Prog Dev Spec	(13136)	(2300)	(419)	-15,855
0.30	9696	0321	Health Svcs Spec	13136	2300	419	15,855
-0.40	6315	0465	Community Health Nurse	(20749)	(3633)	(694)	-25,076
0.40	9696	0465	Health Svcs Spec	20749	3633	694	25,076
-0.50	6152	0493	WP Operator Sr	(15413)	(2698)	(3669)	-21,780
0.50	6002	0493	Office Asst/Sr	15413	2698	3669	21,780
-0.75	6019	0875	Hlth Info Spec 1	(19935)	(3490)	(3260)	-26,685
0.75	6020	0875	Prog Dev Tech	19935	3490	3260	26,685
-0.40	9006	0905	Administrative Analyst	(11868)	(2078)	(2046)	-15,992
0.40	6021	0905	Prog Dev Spec	11868	2078	2046	15,992
-0.60	9006	0915	Administrative Analyst	(17802)	(3117)	(3068)	-23,987
0.60	6021	0915	Prog Dev Spec	17802	3117	3068	23,987
-1.00	6029	0916	Fiscal Spec 1	(31257)	(5472)	(5347)	-42,076
1.00	6027	0916	Fiscal Asst/Sr	31257	5472	5347	42,076
-0.75	9692	0920	Health Op Supv	(26342)	(4612)	(5547)	-36,501
0.75	6021	0920	Prog Dev Spec	26342	4612	5547	36,501
-0.35	6303	0720	LCPN	(11568)	(2025)	(1890)	-15,483
0.25	6315	0720	Community Health Nurse	11568	2025	1890	15,483
-0.10	9490	0745	Physician	(9109)	(1609)	(645)	-11,363
0.30	6001	0745	Office Asst 2	9109	1609	645	11,363
0.10							
<b>TOTAL CURRENT FISCAL YEAR CHANGES</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DIANE LINN  
SERENA CRUZ  
LISA NAITO  
SHARRON KELLEY

HEALTH DEPARTMENT  
BUSINESS SERVICES  
McCOY BUILDING  
426 SW STARK  
PORTLAND, OR 97204  
PHONE (503) 248-3056

TO: Board of County Commissioners

FROM: Gary Oxman

TODAY'S DATE: May 18, 1999

REQUESTED PLACEMENT DATE: June 3, 1999

SUBJECT: Health Budget Modification Number 21

---

**I. Recommendation / Action Requested:**

Approve increases and decreases in various job classes in the Health Department budget for an overall increase of .1 FTE. All changes are funded within the current budget.

**II. Background / Analysis:**

This action cuts .1 Health Svcs Spec, adds .8 Health Svcs Admin, cuts .75 Health Op Supv, cuts .1 Physician, cuts 1.0 Admin Analyst, cuts .15 Community Health Nurse, cuts .35 LCPN, cuts .5 WP Operator Sr, adds .5 OA Sr, adds 1.45 Prog Dev Spec, cuts .75 Health Info Spec 1, adds .75 Prog Dev Tech, cuts 1.0 Fiscal Spec 1, adds 1.0 Fiscal Asst Sr, and adds .3 OA 2.

**III. Financial Impact:** NA

**IV. Legal Issues:** NA

**V. Controversial Issues:** NA

**VI. Link to Current County Policies:** NA

**VII. Citizen Participation:** NA

**VIII. Other Government Participation:** NA

BEFORE THE BOARD OF COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Applications by Western States  
Development Corp. for the validation of  
farm management plans.

PRE 16-98, 17-98 and 18-98

FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND  
FINAL ORDER

99-113

The Multnomah County Board of County Commissioners (the Board) hereby denies the applicant's request for validation of its farm management plans under Ordinance 903. Validation of the plans was sought as a prerequisite for building permits for dwellings in conjunction with farm use on the subject parcels.

I. PROCEDURE AND PROCEDURAL HISTORY:

In the 1980s, Western States Development Corp. (Western States), as well as others, acquired several large tracts of farm and forestland in Northwest Multnomah County. It divided the tracts into approximately 20-acre parcels and, for land zoned as farmland, obtained approvals of farm management plans for "dwellings in conjunction with farm use" in 1989.

In 1998, a case came before a prior Board involving a similar permit. Opponents requested that the permits be declared invalid because they were nine years old and had never been implemented. The Board was reluctant to declare the permits invalid and requested an ordinance be drafted to void unimplemented pre-1994 farm dwelling permits unless, within two years of adoption, there was a determination of substantial implementation of the first two years of the farm management plans.

Ordinance 903 was appealed by Rochlin/Foster to LUBA. LUBA found that the notice provisions of the ordinance were invalid because they did not comply with state law. LUBA remanded the ordinance back to the County. That LUBA decision was appealed by Western States, as an Intervenor, to the Court of Appeals. The Court of Appeals affirmed LUBA.

The three PRE's on appeal before this Board were filed with the Planning Department after the LUBA decision but before the Court of Appeals decision.

The preliminary procedural question that was before this Board on June 10, 1999, was what effect the remand of Ordinance 903 would have on the three PRE applications on appeal before this Board.

II. APPLICATION OF ORDINANCE 903 TO THESE APPLICATIONS:

Board options were to sever and apply the substantive provisions of Ordinance 903 to the subject applications; or, to not sever the valid and invalid provisions, treating the entire ordinance as invalid on account of the remand of Ordinance 903.

Oregon case law allows severance and application of the valid portions of an ordinance when a part of an ordinance is declared invalid, if the invalid portions are not "inseparably connected." *City of Portland v. Dollarhide*, 300 Or 490, 504 (1986).

However, there are no cases mandating a jurisdiction apply the valid portions of an ordinance where other portions were held by an appellate court to be invalid.

III. FINDINGS AND DECISION:

We noticed a hearing on the appeals of applicant and opponents Rochlin/Foster in the above-referenced matter for June 10, 1999. The Clerk of the Board called the item at the appointed time.

As a preliminary matter, we heard an explanation by County Counsel on our options on how to deal with Ordinance 903 in these appeals.

We find the following:

- (1) That the Board has the legal discretion to sever and apply the portions of Ordinance 903.
- (2) That the Board has the legal discretion to not sever Ordinance 903.
- (3) We exercise our discretion to not sever and apply the portions of Ordinance 903 that were found to be valid.
- (4) The reasons we rely upon for not applying any of the provisions of Ordinance 903 include:
  - a) The notice provisions of Ordinance 903 are invalid by a decision of LUBA (Case No. 98-067) and affirmed by the Court of Appeals (Case No. CA 104562 (Control)) because they are inconsistent with state statutory requirements.

b) The substantive provisions of Ordinance 903 set out criteria for validation of previously approved (pre-1993) farm management plans that are less strict than OAR 660-05-030(4) (1986). This OAR was in effect at the time of the original approvals of the farm management plans and required that the day-to-day activities on the subject land be principally directed to the farm use of the land. It is likely that the criteria of Ordinance 903 are insufficient under state law because they do not assure compliance with this OAR. This matter was not decided by LUBA in the appeal of Ordinance 903 but could be an issue in any case where the remaining provisions of Ordinance 903 are used as criteria in a land use application.

c) This Board, as a matter of policy, has determined that its land use decisions must be based on criteria at least as strict as state law requires.

d) This Board declares that for purposes of these appeals that the provisions of Ordinance 903 should not be applied to these applications.

e) The Board has directed staff to place on the Board agenda, after proper notices, the repeal of Ordinance 903.

(5) We deny the applications of applicant because they were made under Ordinance 903; the criteria of Ordinance 903 were applied by the staff and the Hearings Officer; and, those criteria are not applicable to a determination of sufficient day-to-day farm use of the land for a dwelling in conjunction with farm use.

(6) The appeals of opponents Rochlin/Foster are moot.

(7) The appeals of applicant are moot.

IV. CONCLUSION

Based on the foregoing Findings of Fact and Conclusions of Law, we hereby deny the applicant's request for validation of the farm management plans approved in 1989 for PRE 16-98, 17-98 and 18-98.

IT IS SO ORDERED this 17th day of June, 1999.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Sandra N. Duffy  
Chief Assistant County Counsel

H:data/lit/Duffy/Western States/Findings

MEETING DATE: June 17, 1999  
AGENDA #: R-2  
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's use only)

**AGENDA PLACEMENT FORM**

SUBJECT: Results of RESULTS: Department of Library Services Presentation

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, June 17, 1999  
AMOUNT OF TIME NEEDED: 10 Minutes

DEPARTMENT: Library Services DIVISION: DLS Administration

CONTACT: Nicole Mitcheltree TELEPHONE #: 248-5402, ext. 24816  
BLDG/ROOM #: 317/DLS Admin

PERSON(S) MAKING PRESENTATION: Marie Bryson, Terri Elledge, Karen Dillon, Carolyn Fleming, Angie Fisher, Delette Huffman, Ann Knutson, Carol Parten, Steven Roskoski, Sherry Swain

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Results from RESULTS: Peer Training RESULTS  
in a Permanent Circulation Training Team

99 JUN - 1 PM 12:32  
COUNTY CLERK'S OFFICE  
MULTICOUNTY COUNTY  
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER:   
ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

# Multnomah County Library

## Circulation Training Team

### Peer training RESULTS in permanent Circulation Training Team

#### Team Members

Maria Bryson, Central Circulation  
 Karen Dillon, Capitol Hill  
 Terri Elledge, Hollywood  
 Carolyn Fleming, Inter-Library Loan  
 Angie Fisher, Gresham  
 Ann Knutson, Sellwood  
 Carol Parten, Midland  
 Steven Roskoski, Parkrose  
 Sherry Swain, Central Circulation  
  
 Delette Huffman, Staffing Specialist

#### The Situation

64% increase in hours and staffing  
 Projected 30- 50 new circulation employees  
 Six weeks to hire *and* train new staff  
 No consistent training program in place

#### Goals

Develop a consistent systemwide training  
 Involve frontline staff in training  
 Foster new employee integration into the system  
 Use a team approach  
 Excellent customer service

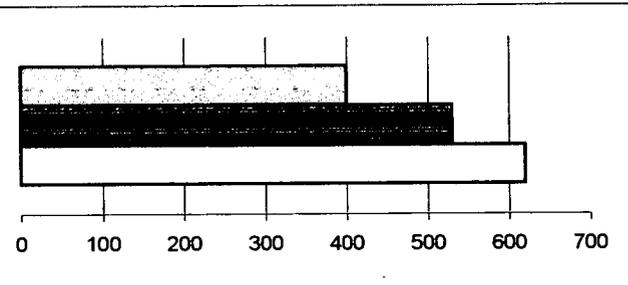
#### Training Plan

5 days of initial training  
 2 days of classroom  
 2 days at Central library circulation  
 1 day at a branch location  
  
 Mentor follow-up on location

#### Data

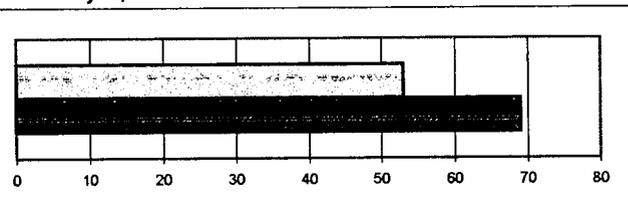
##### Staffing

Prior to July 1, 1998	400
After July, 1 1998	530
Current	620



##### Hours open per week

Prior to July 1, 1998	53
After July 1, 1998	69



Over 1 million circulating items in the collection  
 Annual circulation rate exceeding 8 million  
 Over 400,000 library cards on record

#### RESULTS

Developed training curriculum and materials  
 June 1 - July 6, 1998 the CTT trained 37 new employees  
 The CTT has now trained over 150 MCL employees  
 Recruited trained over 20 mentors for circulation staff  
 Model of team strategy in the organization

*"I was raised at the knee of a restaurateur and chef  
extraordinaire, my father.*

*And before he sent us out into the world,  
he made sure that we knew about good restaurants and how  
to separate  
the wheat from the chaff.*

*He told us that the best way to judge a restaurant was by  
the vegetables and the coffee.*

*'Anyone can make a decent sauce,  
or broil a steak,' he said, 'but to be able to cook vegetables  
to just the right crispness and color is a true test of prowess.*

*And the coffee, ah the coffee.*

*No matter how wonderful the treat to the palate, no matter  
how exotic or delicate the flavor, no matter how  
mouthwatering the aroma, if your meal is followed by a  
mediocre or nasty cup of coffee, that is what you will  
remember about the meal.*

*That is the last thing you will taste.'*

*In the Multnomah County Library system,  
over 50 percent of patrons  
will only speak to clerks.  
We are the coffee."*

MEETING DATE: JUN 17 1999  
AGENDA NO: R-3  
ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: East County Branch Library

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: June 3, 1999  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Libraries

DIVISION: \_\_\_\_\_

CONTACT: June Mikkelson

TELEPHONE #: 248-3644  
BLDG/ROOM #: 317

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Lease of Facility for Operation of New East  
County Library (Columbia Fairview)

BOARD OF  
COUNTY COMMISSIONERS  
MULTI-JURISDICTIONAL COUNTY  
OREGON  
99 JUN - 8 AM 11:58

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT  
MANAGER: Bob Mikkelson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

## SUPPLEMENTAL STAFF REPORT

**To: Board of County Commissioners**

**From: Facilities & Property Management, Department of Environmental Services**

**Date: May 20, 1999**

**Re: Lease of Facility for Operation of new East County Library (Columbia-Fairview).**

---

1. Recommendation/Action Requested: Board of Commissioners approval of the RETAIL LEASE before the Board and authorizing County Chair to execute said RETAIL LEASE.
2. Background/Analysis: Multnomah County Libraries Department intends to operate a neighborhood library to serve residents of the northeasterly metropolitan area of the County (Fairview, Wood Village, Troutdale area) . It is not feasible to locate a permanent or long term major branch library in this area presently because the future area population density and locations are not known. These future factors may require a different location and possibly a larger facility.

The RETAIL LEASE before the Board has been negotiated by Multnomah County staff with the developer of the Fairview Village mixed use development. It would provide a 4,000 square foot neighborhood library in a new, mixed use facility to serve the area for period of ten years, with two optional renewals of five years each.

3. Financial Impact: Rental and improvement cost of the leased facility will be approximately \$850,000 over the initial ten year term of the lease. The facility leased consists of approximately 4,000 square feet, thus the annualized lease cost is approximately \$21 per square foot. The rental ranges over the ten year period from \$16/square foot to \$20.88/square foot (average of \$18.34), which is consistent with market rental for new retail space in the area of the premises.
4. Legal Issues: None expected.
5. Controversial Issues: None, to the knowledge of Libraries Department or Facilities & Property Management Division.
6. Link to Current County Policies: Operation of the proposed library will provide improved access to public library services for citizens living in the northeast metropolitan area of the County.

7. Citizen Participation: In the fall of 1996, the Fairview Library Citizen Advisory Committee was created to serve as the community's advocate for a branch library in the Fairview/Wood Village/Troutdale area. The committee was made up of eleven people representing a wide variety of interests in libraries. Between December 1996 and April 1997, the committee conducted three community surveys to determine the level of support for a branch library in that area of the County. The surveys showed strong support for a new East County branch library. The committee used the survey results to develop a profile that indicated the make up of the respondents and their views on what services they thought should be offered in a new branch. They presented this information to the Library in June 1997.

Plans for a new branch were put on hold after the passage of Ballot Measure 47, which caused significant budget reductions. With the approval of the 5-year levy in November 1997, plans for the branch were put back on track. Library staff began meeting again with the citizens committee starting in December to talk about possible locations. The committee suggested four locations: Cherry Park Center in Troutdale, another location in Troutdale, property to be developed just south of Multnomah Kennel Club in Wood Village and the new Fairview Village. Facilities Management and Library Staff investigated these sites as possible locations for the new branch.

At a public meeting on June 23, 1998, the Library reviewed the locations and talked specifically about two sites in Fairview Village. There was enthusiastic and nearly unanimous community support for the site in the "market square" area of Fairview Village.

8. Other Government Participation: Fairview Mayor Roger Vonderharr, who was not able to attend the June 23 public meeting, had prepared written remarks that he asked to be presented. In this testimony he said, "The City of Fairview has been working hard to develop a Town Center for both public and private services in the urban northeast portion of Multnomah County. We feel that the public/retail center of Fairview Village is already evolving into that role both by circumstance and planning... The City of Fairview has made great effort to meet the goals of the Metro 2040 plan, and I request the Library Board to help us make that plan a workable and beneficial plan for all citizens of northeast Multnomah County by selecting a Fairview Village site for the new library."



# MULTNOMAH COUNTY OREGON

## REAL PROPERTY LEASE DESCRIPTION FORM

- Revenue
- Expense
- Rent Free Agreement
- County Owned
- Taxpayer ID (lessor) \_\_\_\_\_
- Renewal of Lease

Property Management  
 Contact Person Bob Oberst Phone 248-3851 Date 5-19-99

Division Requesting Lease Libraries  
 Contact Person June Mikkelsen Phone 248-3644

Lessor Name South Market LLC

Mailing Address 1200 NW Naito Parkway #620  
Portland, OR 97209

Phone 222-5522 (Charles Haugh)

Lessee name Multnomah County

Mailing Address 2505 SE 11th Ave.  
Portland, OR 97202

Phone 248-3322

Address of 1511 NE Village St.

Lease Property Fairview, Oregon

Purpose of Lease East County Branch Library

Effective Date About September 1, 1999 at completion of construction  
 Termination Date August 31, 2009 (120 months)

Total Amount of Agreement \$ 852,019.60  
 plus operating expense

Payment Terms  
 Annual \$ \_\_\_\_\_  
 Monthly \$ 5,333.33 first year

Other \$ 118,300.00 improvement cost

\$5,493.22	2nd year
\$5,656.67	3rd year
\$5,826.67	4th year
\$6,003.33	5th year
\$6,183.33	6th year
\$6,370.00	7th year

\$6,560.00 8th year  
 \$6,756.67 9th year  
 \$6,960.00 10th year

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG

### REQUIRED SIGNATURES:

Department Head \_\_\_\_\_ Date \_\_\_\_\_  
 County Counsel *William O. Keenan* Date 6/8/99  
 Property Management *Robert Oberst* Date 5-21-99  
 County Executive/Sheriff \_\_\_\_\_ Date \_\_\_\_\_

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR	AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY		
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
	9910771										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE

**RETAIL LEASE**

**Between:**

South Market Square LLC,  
an Oregon Limited Liability Company

**("Landlord")**

**And**

Multnomah County

**("Tenant")**

**Dated April 28, 1999**

TABLE OF CONTENTS

	Page
1. TERM	5
2. RENT	5
(a) Base Rent	5
(b) Percentage Rent	6
(c) Statement of Gross Sales	6
(d) Records of Gross Sales	6
(e) Definition of Gross Sales	6
(f) No Partnership Created	7
(g) General	7
(h) Place of Payment	7
3. SECURITY DEPOSIT	7
4. ADDITIONAL RENT	7
(a) Operating Expenses	7
(b) Property Taxes and Insurance	8
(c) Payment of Operating Expenses, Taxes and Insurance	8
5. INSURANCE; INDEMNITY	8
(a) Insurance	8
(b) Increases in Premiums	8
(c) Indemnity; Tenant's Insurance	9
6. USE OF PREMISES	9
7. TENANT IMPROVEMENTS AND ALTERATIONS	11
8. REPAIRS AND MAINTENANCE	12
(a) Landlord's Responsibilities	12
(b) Tenant's Responsibilities	12
(c) Inspections	13
(d) Landlord's Work	13
9. LIENS; TENANTS TAXES	13
10. UTILITIES	13
11. ICE, SNOW, AND DEBRIS	13
12. WAIVER OF SUBROGATION	13
13. INJURY TO TENANT'S PROPERTY	13
14. DAMAGE OR DESTRUCTION	15
(a) Partial Destruction	

	(b) Substantial Damage	
	(c) Restoration	
15.	EMINENT DOMAIN	15
	(a) Partial Taking	15
	(b) Substantial Taking of the Property	15
	(c) Substantial Taking of the Premises	15
	(d) Definition	16
16.	BANKRUPTCY	16
17.	DEFAULT	16
18.	REMEDIES ON DEFAULT	17
19.	SURRENDER AT EXPIRATION	18
	(a) Condition of Premises	18
	(b) Fixtures	18
	(c) Holdover	18
20.	ASSIGNMENT AND SUBLETTING	19
	(a) Landlord's Consent	19
	(b) Payment to Landlord and Termination of Lease	19
21.	SUBORDINATION	19
22.	ESTOPPEL CERTIFICATE	20
23.	PERFORMANCE BY LANDLORD	20
24.	LANDLORD'S RIGHT TO CURE DEFAULT	20
25.	INSPECTION	20
26.	FOR SALE AND FOR RENT SIGNS	20
27.	ATTORNEY'S FEES	20
28.	NOTICES	21
29.	BROKERS	21
30.	LATE CHARGES	21
31.	NO PERSONAL LIABILITY	21
32.	MISCELLANEOUS PROVISIONS	21
33.	EXHIBITS AND ADDITIONAL PROVISIONS	22

SUMMARY OF FUNDAMENTAL PROVISIONS

Following is a summary of the basic provisions contained in the Lease. In the event of any conflict between any provision contained in this Summary and a provision contained in the balance of the Lease, the latter shall control.

Name of Landlord:	South Market Square LLC
Address for Notices to Landlord:	1200 NW Naito Parkway, Suite 620 Portland, OR 97209
Address for Rent Payments:	Same
Name of Tenant and Address of Premises:	Multnomah County 1511 NE Village Street Fairview, OR 97024
Address for Notices to Tenant:	Multnomah County Property Manager 2505 SE 11 <sup>th</sup> Avenue Portland, OR 97202
Trade Name Under Which Tenant Will Operate at Premises:	Multnomah County Library - Fairview Branch
Business To Be Conducted By Tenant at Premises:	Multnomah County Library
Approximate Floor Area of Premises:	4,000 sq/ft
Lease Term:	10 Years, plus two five-year options
Estimated Commencement Date:	November 1, 1999
Base Rent:	See Section 2
Percentage Rent Rate:	N/A
Tenant's Share of Additional Rent:	See Section 4 _____ % of Retail Areas
Landlord's Broker:	N/A
Tenant's Broker:	N/A
Security Deposit:	\$10,000
Guarantor's name and address:	N/A

Please Initial  
\_\_\_\_\_  
Landlord    Tenant

**RETAIL LEASE**

THIS LEASE is entered into this 22<sup>nd</sup> day of March, 1999, between South Market Square LLC, an Oregon Limited Liability Company ("Landlord") and Multnomah County ("Tenant"). Landlord has constructed, is constructing or will construct a building or buildings and other improvements (the "Building") on that certain property located at 1511 NE Village Street, in the City of Fairview, County of Multnomah, and State of Oregon (the "Property"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain space on the Property consisting of approximately 4,000 square feet, as outlined on the attached Exhibit A (the "Premises") on the terms and conditions set forth in this Lease.

1. **TERM.** The term of this Lease (the "Term") shall be for a period of 120 months, commencing on the first to occur of the following dates: (a) ~~(a)~~, (b) the date on which Tenant begins to transact business on, at, or from the Premises, or (c) 60 days after Landlord has delivered possession of the Premises to Tenant with any work to be performed by Landlord in the Premises (as agreed by Landlord in an exhibit attached to this Lease, if any) substantially completed (the "Commencement Date"). Tenant shall complete any work required in the Premises, and approved by Landlord pursuant to Section 7, within 60 days after Landlord delivers possession of the Premises to Tenant. If the first day of the Term shall be a day other than the first day of a calendar month, then the Term shall be deemed extended by the number of days between the Commencement Date of this Lease and the first day of the first calendar month thereafter, so that the Term shall expire at the end of a calendar month. In the event Landlord allows Tenant the right to early possession of the Premises for the purpose of installation of Tenant's improvements to the Premises or for other purposes, Tenant's entry into the Premises shall be subject to all terms and conditions of this Lease except the payment of Rent. Tenant's entry shall mean entry by Tenant, its officers, contractors, employees, licensees, agents, servants, guests, invitees, and visitors. If Landlord, for any reason, cannot deliver possession of the Premises on the estimated commencement date set forth in the Summary of Fundamental Provisions (the "Estimated Commencement Date"), this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting from such delay. In that event, however, Landlord shall deliver possession of the Premises as soon as practicable. If Landlord is delayed in delivering possession to Tenant for any reason attributable to Tenant, this Lease shall commence on the Estimated Commencement Date set forth in the Summary of Fundamental Provisions. If Landlord, for any reason not attributable to Tenant, is unable to deliver possession of the Premises within 180 days following the Estimated Commencement Date, either party may terminate this Lease by written notice given within ten days following the Estimated Commencement Date.

2. **RENT.** Beginning on the Commencement Date and continuing during the entire Term, Tenant shall pay to Landlord as rent for each "Lease Year" the ~~greater of~~ "Base Rent" as defined in this Section and ~~"Percentage Rent" as defined in this Section~~. The term "Lease Year" shall mean the period from the Commencement Date through the first December 31<sup>st</sup> following the Commencement Date, January 1<sup>st</sup> through December 31<sup>st</sup> for each subsequent full calendar year during the Term, and January 1<sup>st</sup> to the end of the Term for the final Lease Year. All Rent shall be paid when due without notice, offset, or deduction or for any reason.

(a) **Base Rent.** The minimum monthly rent during the Term ("Base Rent") shall be according to the following table (all amounts are per square foot):

<u>Months</u>	<u>Base Rent</u>	<u>Months</u>	<u>Base Rent</u>
01-12	\$16.00	61-72	\$18.55
13-24	\$16.48	73-84	\$19.11
25-36	\$16.97	85-96	\$19.68
37-48	\$17.48	97-108	\$20.27
49-60	\$18.01	109-120	\$20.88

Please Initial

\_\_\_\_\_  
Landlord    Tenant

Base Rent shall be paid in advance on or before the first day of each calendar month during the Term, except for the first calendar month. Upon execution of this Lease, Tenant shall pay to Landlord Base Rent for the first full calendar month of the Term that is equal to \$5,333.33. If the first month of the Term shall be a partial month, Base Rent shall be prorated on a daily basis, based on a 30-day month, and the amount due for such partial month shall be paid on or before the first day of the first full calendar month following the Commencement Date.

(b) ~~Percentage Rent. Percentage Rent shall be an amount equal to \* percent (\*%) of Tenant's "Gross Sales," as defined below, for each Lease Year, less any Base Rent actually paid by Tenant during the Lease Year. Percentage Rent, when applicable shall be paid on or before the tenth day of each month during the Lease Year, with an adjustment at the end of each Lease Year as provided below. On or before the tenth day of each month during the Term except for the initial month of the Term, Tenant shall pay to Landlord an amount equal to the percentage set forth above of Gross Sales in the previous calendar month, less the Base Rent actually paid by Tenant for the previous calendar month. Tenant shall pay the excess over the Base Rent to Landlord simultaneously with the deliver of the statement of monthly Gross Sales pursuant to the terms of Section 2(c) below.~~

(c) ~~Statement of Gross Sales. On or before the tenth day of each month, whether or not any Percentage Rent is payable, Tenant shall deliver to Landlord a complete and correct statement showing in reasonable detail all Gross Sales for the immediately preceding calendar month, which statement shall be signed by an officer or authorized agent of Tenant certifying it to be true and accurate. On or before the 45<sup>th</sup> day after the end of each Lease Year during the Term, Tenant shall deliver to Landlord a complete and correct statement showing in reasonable detail all Gross Sales for such Lease Year and the amount of Base Rent and Percentage Rent actually paid for such Lease Year, which statement shall be signed by an officer or authorized agent of Tenant certifying it to be true and accurate. Simultaneously with the deliver of such statement for the Lease Year, Tenant shall pay to Landlord the additional Percentage Rent, if any, required to be paid hereunder. Any excess Rent payment by Tenant for the Lease Year shall be applied to Tenant's next succeeding payment of Rent or other charges under the Lease unless within 30 days after the receipt of such statement, Landlord requests an audit as provided herein. Within 15 days after Tenant's income tax returns are filed, the prepare of Tenant's income tax return shall furnish Landlord with a signed statement certifying the amount of Gross Sales reported in Tenant's income tax returns attributable to the Premises.~~

(d) ~~Records of Gross Sales. Tenant shall keep complete and proper books of account and other records pertaining to Gross Sales on a monthly basis. The books and records shall be kept or made available at a location reasonable accessible to Landlord, who may inspect all such books and records at all reasonable times to verify Tenant's Gross Sales. Tenant shall utilize cash register equipped with sealed, continuous totals to record all Gross Sales. Such cash register tapes shall be available for Landlord's review with Tenant's other books and records. Within three years after each statement of Gross Sales for a Lease Year is due, whether or not it has been submitted or whether or not Landlord has accepted a deficiency payment or refunded an excess, Landlord may request an audit of Tenant's Gross Sales by an independent certified public accountant chosen by Tenant from a list of not fewer than three submitted by Landlord in connection with the request. If Tenant does not make the choice within five days, Landlord may do so. The auditor shall have access to all of Tenant's books and records and shall take such steps, as the auditor deems necessary to complete the audit. The auditor's report shall be final and binding upon Landlord and Tenant and payments required to make adjustments in Percentage Rent to conform to the report shall be made within ten days after receipt of the report. If the Gross Sales for any Lease Year audited shall be found by the auditor to be understated by more than two percent (2%), Tenant shall immediately pay Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord.~~

(e) ~~Definition of Gross Sales. The term "Gross Sales" shall include all money and things of value received by, or paid to, Tenant or to others for Tenant's use and benefit, and all credit extended by Tenant in connection with the business conducted by it on the Premises and including sales of goods or services by any concessionaire, subtenant, or licensee and sales through vending devices (except as hereinafter qualified), less any sales taxes or excise taxes based upon sales price collected from customers and for which Tenant is accountable to any government or governmental agency, and less the amount of any actual refunds or credits made by Tenant on returnable merchandise.~~

Please Initial

\_\_\_\_\_  
Landlord    Tenant

Gross Sales shall include any discount paid or payable to any firm or person for the use of any credit system or credit card service. Gross Sales shall include all proceeds received from any vending machines owned by Tenant or by any firm or person who is a subsidiary, affiliate, or parent of Tenant. Gross Sales shall include only the proceeds ultimately received by Tenant as commissions or otherwise in connection with vending machines which are not owned by Tenant nor owned by any firm or person which is a subsidiary, affiliate, or parent of Tenant, provided that such vending machines do not produce a substantial portion of Tenant's business. All sales originating at, on, or from the Premises shall be considered as made and completed therein, even though bookkeeping and payment of the account may be transferred to another place for collection and even though actual filling of the sale or order and actual delivery thereof may be made from a place other than the Premises:

(f) **No Partnership Created.** Landlord is not by virtue of this ~~Section 2~~ Lease or any part hereof a partner or joint venture with Tenant in connection with the business carried on under this Lease, and shall have no obligation with respect to Tenant in connection with the business carried on under this Lease, and shall have no obligation with respect to Tenant's debts or other liabilities.

(g) **General.** All references to "Rent" or "Rental" in this Lease shall mean Base Rent, Percentage Rent, Additional Rent, and all other payments required of Tenant under this Lease unless otherwise expressly specified and all payments required by Tenant under this Lease shall be deemed "Rent."

(h) **Place of Payment.** Tenant shall pay Rent and other amounts required to be paid by Tenant hereunder to Landlord at the address for Landlord set forth on the last page of this Lease, or at such other place as Landlord may from time to time designate in writing.

**3. SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall pay to Landlord a sum equal to the amount set forth on the Summary of Fundamental Provisions, as security for the full and faithful performance by Tenant of all of the covenants and terms of this Lease required to be performed by Tenant. Such security deposit shall be returned to Tenant after the expiration of this Lease, provided Tenant has fully and faithfully carried out all of Tenant's obligation hereunder, including the payment of all amounts due to Landlord hereunder and the surrender of the Premises to Landlord in the condition required in this Lease. However, Landlord, at its option, may apply such sum on account of the payment of the last month's Base Rent or other unpaid Tenant obligations. Such sum may be commingled with other funds of Landlord and shall not bear interest. In the event of a sale of the Property, Landlord shall have the right to transfer the security deposit to the purchaser to be held under the terms of this Lease, and the Landlord shall thereupon be released from all liability for the return of the security deposit. Tenant agrees to look solely to the new landlord for the return of the security deposit.

#### **4. ADDITIONAL RENT.**

(a) **Operating Expenses.** In addition to Base Rent, Tenant shall pay to Landlord a portion of the Operating Expenses incurred by Landlord in connection with the Property. The term "Operating Expenses" shall mean all expenses paid or incurred by Landlord or on Landlord's behalf, as reasonably determined by Landlord to be necessary or appropriate for the efficient operation, management, maintenance, and repair of the land and the Building. "Operating Expenses" shall include, but not be limited to those expenses incurred by Landlord under Section 8(a) of this Lease. Tenant's share of Operating Expenses shall equal total premises square feet/(retail square feet \* 95%) of those Operating Expenses applicable to the retail areas of the building and total premises square feet/(building square feet \* 95%) of those Operating Expenses applicable to the land and the Building in general. Landlord shall allocate Operating Expenses to the retail areas in the building and to the land and the Building in general, as Landlord determines is reasonable.

(b) **Property Taxes and Insurance.** In addition to Base Rent, Tenant shall pay total premises square feet/retail square feet % of all real property taxes and assessments levied, assessed or imposed

Please Initial

\_\_\_\_\_  
Landlord    Tenant

during the Term upon the Property ("Taxes") less any credit permitted according to Supplemental Provision 2 of this Lease and total premises square feet/retail square feet % of the costs of insurance provided by Landlord pursuant to Section 5(a) ("Insurance"). Tenant shall pay to Landlord an amount each month that is equal to one-twelfth of the estimated annual Taxes and Insurance together with Tenant's payments of Operating Expenses, as provided in Section 4(c) below. If, during the Term, the voters of the state in which the Premises are located or the state legislature enacts a real property tax limitation, then any substitute taxes, in any name or form, which may be adopted to replace or supplement real property taxes shall be added to Taxes for purposes of this Section 4(b). Should there be in effect during the Term any law, statute, or ordinance which levies, assesses, or imposes any tax (other than federal or state income tax) upon rents, Tenant shall pay such taxes as may be attributable to the Rents under this Lease or shall reimburse Landlord for any such taxes paid by Landlord within ten days after Landlord bills Tenant for the same.

(c) Payment of Operating Expenses, Taxes and Insurance. Landlord shall notify Tenant of Tenant's required estimated monthly payments of Operating Expenses, Taxes, and Insurance. Beginning on the Commencement Date, and continuing throughout the Term, Tenant shall make such monthly payments on or before the first day of each calendar month. Landlord may, from time to time, by written notice to Tenant, change the estimated monthly amount to be paid. No interest or earnings shall be payable by Landlord to Tenant on any amount paid under this Section 4, and Landlord may commingle such payments with other funds of Landlord. Landlord shall, within 90 days after the close of each calendar year or as soon thereafter as is practicable, deliver to Tenant a written statement setting forth the actual Operating Expenses, Taxes and Insurance for the prior year together with a computation of the charge or credit to Tenant of any difference between the actual cost and the estimated cost paid by Tenant for such period; and any such difference shall be paid or reimbursed, as applicable, within 10 days after Landlord gives Tenant notice thereof. If Tenant has any objections to the annual statement made by Landlord, such objections shall be made in writing given to Landlord within 30 days after the statement is submitted to Tenant. If no objections are made within such time period, the annual statement shall be conclusive and binding on Tenant. If Tenant desires to review any of Landlord's records pertaining to Operating Expenses, Taxes or Insurance, Tenant may do so after reasonable prior notice given to Landlord, but no more often than once during any calendar year. Such review shall take place where such records are kept, and shall be conducted by a certified public accountant chosen by Tenant subject to Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall pay all costs of such review including without limitation reimbursement for time incurred by Landlord's representatives and photocopy charges.

## 5. INSURANCE; INDEMNITY.

(a) Insurance. During the Term, Landlord shall maintain in full force a policy or policies of standard multi-peril insurance covering the Building and other improvements (exclusive of Tenant's all Building tenants' trade fixtures, tenant improvements and other property) situated on the Property for the perils of fire, lightning, windstorm and other perils commonly covered in such policies. Additionally, the perils of earthquake, landslide, flood, and/or other perils may be covered at the election of Landlord. During the Term, Landlord shall maintain in full force a comprehensive liability insurance policy in amounts considered appropriate by Landlord insuring Landlord against liability for bodily injury and property damage occurring in, on or about the Property. Landlord shall use its reasonable efforts to secure said insurance at competitive rates.

(b) Increases in Premiums. This Lease is entered into on the basis that Tenant's occupancy will not affect the Property's classification for insurance rating purposes. If Tenant's initial intended use of the Premises results in higher insurance premiums for any buildings situated on the Property, Tenant shall pay for the increased costs of the premiums for insuring any such buildings against loss by fire with standard extended coverage endorsements during the Term. If the insurance premiums on any such buildings are increased during the Term as a result of the installation of equipment on the Premises by Tenant, by reason of Tenant maintaining certain goods or materials on the Premises or as a result of other use or occupancy of the Premises by Tenant, Tenant shall pay the additional cost of the insurance for any such buildings (whether or not Landlord has consented to the activity resulting in the increased insurance premiums). Tenant shall refrain from any activity in its use of the Premises which would make it impossible

Please Initial

\_\_\_\_\_  
Landlord    Tenant

to insure the Premises or the building situated on the Property against casualty or which would increase the insurance rate of any such building or prevent Landlord from taking advantage of the ruling of the Insurance Rating Bureau of the state in which the Premises are situated or its successors allowing Landlord to obtain reduced premium rates for long term fire insurance policies, unless Tenant pays the additional cost of the insurance. All of Tenant's electrical equipment shall be U-L approved. If Tenant installs any electrical equipment that overloads the lines in the Premises or in any such buildings, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. Any insurance premiums to be paid by Tenant by reason of its initial intended use of the Premises or any increase in fire insurance premiums attributable to Tenant's use or occupancy of the Premises during the Term shall be paid by Tenant to Landlord within thirty days after landlord bills Tenant for the same.

(c) Indemnity; Tenant's Insurance. Tenant shall indemnify, defend, and save harmless Landlord from any and all liability, damage, expenses, attorney's fees, causes of actions, suits, claims or judgments, arising out of or connected with (i) the use, occupancy, management, or control of the Premises, (ii) any failure of Tenant to comply with the terms of this Lease, and (iii) the acts or omissions of Tenant, its agents, officers, directors, employees, or invitees; provided, however, that Tenant shall not be liable for claims caused by the negligence of Landlord. Tenant shall, at its own cost and expense, defend any and all suits which may be brought against Landlord either alone or in conjunction with others (provided, however, that nothing in this clause shall obligate Tenant to defend any other of Landlord's tenants) upon any such above mentioned cause or claim, and shall satisfy, pay, and discharge any and all judgments that may be recovered against landlord in any such action or actions in which Landlord may be a party defendant. ~~Tenant shall at its own expense during the Term carry in full force and effect a comprehensive public liability insurance policy including property and personal injury coverage, with an insurance carrier satisfactory to Landlord, naming Landlord, Landlord's management agent, and the Landlord's lender as additional insured, with a combined single limit for bodily injury or property damage in an amount of not less than the greater of (a) \$\*, or (b) \$1,000,000, per occurrence and in aggregate, insuring against any and all liability of Tenant with respect to the Premises and under this Lease including without limitation Tenant's indemnity obligations under this Lease, or arising out of the maintenance, use or occupancy of the Premises. Tenant shall carry insurance that fully covers repair and replacement of broken storefront windows. If engaged in the sale or distribution of alcoholic beverages, Tenant shall carry liquor liability insurance in a form and in such amounts satisfactory to Landlord. Such policy shall provide that the insurance shall not be cancelable or modified without at least ten- (10) days prior written notice to Landlord, and shall be deemed primary and noncontributing with other insurance available to Landlord. On or before the Commencement Date, Tenant shall furnish Landlord with a certificate or other acceptable evidence that such insurance is in effect. Tenant shall also provide and maintain insurance to comply with Worker's Compensation and Employer's Liability Laws.~~ Tenant hereby represents and warrants that it self insures for all liabilities stricken in the preceding paragraph and, at minimum, to the extent ~~(herein provided)~~ *of the limits in the Oregon Tort Claims Act.*

**6. USE OF PREMISES.** The Premises shall be used for a Multnomah County Library Branch and for no other purpose without Landlord's written consent. In connection with the use of Premises, Tenant shall:

(a) Conform to all applicable laws, statutes, rules, ordinances, orders, regulations and requirements of any public authority ("Laws") affecting the Premises and the use of the Premises and correct, at Tenant's own expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use, unless such failure is due to Landlord's default in the performance of the agreements set forth in this Lease to be kept and performed by Landlord. Without limiting the generality of the foregoing, Tenant shall comply with the Americans with Disabilities Act as it applies to the Premises and all obligations pertaining to asbestos as required by the Occupational Safety and Health Administration (OSHA) applicable to the Premises and to Tenant's employees;

(b) Refrain from any activity which would be reasonably offensive to Landlord, to other tenants in any buildings situated on the Property, or to owners or users of the adjoining premises, or which would tend to create

Please Initial

\_\_\_\_\_  
Landlord    Tenant

a nuisance or damage the reputation of the Premises or of any such buildings. Without limiting the generality of the foregoing, Tenant shall not permit any noise or odor to escape or be emitted from the Premises nor permit the use of flashing (strobe) lights nor shall Tenant permit the sale or display of offensive materials as reasonably determined by Landlord;

(c) Refrain from loading the floors, electrical systems, plumbing systems, or heating, ventilating and air conditioning systems ("HVAC"), beyond the point considered safe by a competent engineer or architect selected by Landlord and refrain from using electrical, water, sewer, HVAC, and plumbing systems in any harmful way. If Landlord employs an engineer, architect, electrical, or other consultant to determine whether Tenant's use of the Premises is in violation of this Section 6(c), Tenant shall pay the reasonable costs incurred in connection with that employment if Tenant is reasonably determined to be in violation of this Section 6(c). Tenant shall use hair interceptors, grease traps or other drain protection devices as needed to avoid such harmful use;

(d) Not permit any pets or other animals in the Premises except for Seeing Eye dogs;

(e) Refrain from making any marks on or attaching any sign, insignia, antenna, window covering, aerial or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. Landlord need not consent to any sign that fails to conform to the general design concept of the building situated on the Property, as established by Landlord. Notwithstanding Landlord's consent to any signs, Tenant shall (i) comply with all Laws related to such signs at its own cost and expense, and (ii) remove all such signs upon termination of the Lease and repair any damage to the Premises caused thereby, at Tenant's own cost and expense;

(f) Comply with any reasonable rules respecting the use of the Premises promulgated by Landlord from time to time and communicated to Tenant in writing. Without limiting the generality of the foregoing, such rules may establish hours, during which the common area shall be open for use, may regulate deliveries to the Premises and may regulate parking by employees. Recognizing that it is in the best interests of all tenants to accommodate the parking needs of customers, landlord reserves the right to require employees of Tenant to park in designated areas of the common area or to park outside of the common area if Landlord determines that the extent of employee parking is detrimental to the businesses of the tenants or any of them. Tenant shall use its best efforts to complete, or cause to be completed, all deliveries, loading and unloading to the Premises by ~~4 a.m.~~ such times as are reasonably established from time to time by Landlord each day, and to prevent delivery trucks or other vehicles serving the Premises to park or stand in front of the locations of other tenants;

(g) Comply with any no smoking (and other health related) policies and procedures established by Landlord from time to time;

(h) Recognizing that it is in the interest of both Tenant and Landlord to have regulated hours of business, Tenant shall keep the Premises open for business and cause Tenant's business to be conducted therein during those days and hours as is customary for businesses of like character in the city or county in which the Premises are situated, but in any event during those days and hours reasonably established by Landlord, except to the extent that the use of the Premises is interrupted or prevented by causes beyond Tenant's reasonable control;

~~(i) Maintain on the Premises an adequate stock of merchandise and trade fixtures to service and supply the usual and ordinary requirements of its customers. If Tenant has a food or beverage related use, Tenant shall not use a new or modified menu without Landlord's prior review and written approval of the menu, which shall not be unreasonably withheld;~~

(j) Not permit any cash, credit card, or coin-operated vending, novelty or gaming machines or equipment on the Premises without the prior written consent of Landlord; and not to permit the use of any part of the

Please Initial

\_\_\_\_\_  
Landlord    Tenant

Premises for a second-hand store, nor for an auction, distress or fire sale, or bankruptcy or going-out-of-business sale or the like;

(k) Refrain from violating or causing the violation of any exclusive use provision granted to any tenant or other occupant of the Property as to which Tenant has been give written notice;

(l) Not commit or suffer any harm to the Premises including without limitation the improvements thereon or any part thereof; and Tenant shall keep the Premises in a neat, clean, sanitary, and orderly condition;

(m) Refrain from any use of any area on the Property which is outside of the Premises unless such use is specifically permitted in writing by Landlord in advance; and

(n) Not generate, release, store, or deposit on the Premises any environmentally hazardous or toxic substances, materials, wastes, pollutants, oils, or contaminants, as defined by any federal, state, or local law or regulation (collectively, "Hazardous Substances"). Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, losses, damages, response costs and expenses of any nature whatsoever (including without limitation attorneys', experts', and paralegal' fees) arising out of or in any way related to the generation, release, storage, or deposit of Hazardous Substances on the Premises by Tenant or any other person or entity other than Landlord on and/or after the date of this Lease.

**7. TENANT IMPROVEMENTS AND ALTERATIONS.** Unless otherwise specified in any Rider or Exhibit to this Lease, Tenant accepts the Premises in their condition as of the Commencement Date and Tenant shall pay for all tenant improvements, whether the work is performed by Landlord or by Tenant. If any improvements to the Premises or other work on the Premises by Tenant causes the need to comply with any Laws in areas outside of the Premises including without limitation the Americans with Disabilities Act or regulations pertaining to earthquake codes, Tenant shall pay the cost thereof as well. Tenant shall make no improvements or alterations on the Premises of any kind, including the initial work to be performed by Tenant in the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Prior to the commencement of any work by Tenant, Tenant shall first submit the following to Landlord and obtain Landlord's written consent to all of the following, which consent shall not be unreasonably withheld: Tenant's plans and specifications; Tenant's estimated costs; and the names of all of Tenant's contractors and subcontractors. If Landlord is to perform the work for some or all of such work, Landlord shall have the right to require Tenant to pay for the cost of the work in advance or in periodic installments. If the work is to be performed by Tenant, Landlord shall have the right to require Tenant to furnish adequate security to assure timely payment to the contractors and subcontractors for such work. All work performed by Tenant shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other applicable laws, statutes, regulations, and ordinances, and Tenant shall secure all necessary permit s for the same. Tenant shall keep the Premises free from all liens in connection with any such work. All work performed by the Tenant shall be carried forward expeditiously, shall not interfere with Landlords 'work or the work to be performed by or for other tenants, and shall be completed within a reasonable time. Landlord or Landlord's agents shall have the right at all reasonable times to inspect the quality and progress of such work. All improvements, alterations and other work performed on the premises by either Landlord or Tenant shall be the property of Landlord when installed, except for Tenant's trade fixtures, and may not be removed at the expiration of this Lease unless the applicable Landlord's consent specifically provides otherwise. Notwithstanding Landlord's consent to improvements or alterations by Tenant, all such improvements, alterations or other work to be performed by Tenant shall be at the sole cost and expense of Tenant.

**8. REPAIRS AND MAINTENANCE.**

(a) Landlord's Responsibilities. The following shall be the responsibility of Landlord:

(i) Structural repairs and maintenance and repairs necessitated by structural disrepair or defects;

Please Initial

\_\_\_\_\_  
Landlord    Tenant

(ii) Repair and maintenance of the exterior walls, roof, gutters, down spouts and the foundation of the Building. This shall not include maintenance of the operating condition of doors and windows or replacement of glass, nor routine maintenance of the store front;

(iii) Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of failure of Landlord to keep the structure in repair as above provided in this Section 8(a);

(iv) Maintenance and repair of the heating and air conditioning systems and sprinkler systems, if any. However, Landlord reserves the right to contract with a service company for the maintenance and repair of the foregoing systems, or any of them; and Tenant's share of such expenses shall be paid by Tenant to Landlord monthly;

(v) Extermination of pests, vermin, and rodents; and

(vi) Repairs of wiring, plumbing, drainpipes, sewers, and septic tanks.

(b) Tenant's Responsibilities. The following shall be the responsibility of Tenant:

(i) The interior of the Premises including any interior decorating;

(ii) Any repairs necessitated by the negligence of or use of the Premises by Tenant, its agents, employees and invitees and their use of the Premises;

~~(iii) Maintenance and repair of the heating and air conditioning systems and sprinkler systems, if any. However, Landlord reserves the right to contract with a service company for the maintenance and repair of the foregoing systems, or any of them; and Tenant's share of such expenses shall be paid by Tenant to Landlord monthly;~~

(iv) Maintenance and repair of the interior walls and floor coverings (both hard surfaces and carpeting);

(v) Any repairs or alterations required under Tenant's obligation to comply with the laws and regulations as set forth in this Lease; and

(vi) All other repairs or maintenance to the Premises which Landlord is not expressly required to make under Section 8(a) above, which includes, without limiting the generality of the foregoing, the replacement of all glass which may be broken or cracked during the Term with glass of as good or better quality than that in use at the commencement of the Term, and routine maintenance of the street front, ~~wiring, plumbing, drainpipes, sewers, and septic tanks including without limitation, repairs outside of the Premises if the need for the repair arises from Tenant's use of the Premises.~~ All of Tenant's work shall be in full compliance with then-current building code and other governmental requirements. ~~Tenant shall contract with a qualified pest extermination company for regular extermination services to keep the Premises free of pests, vermin, and rodents.~~

(c) Inspections. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs as outlined above in any area in Tenant's possession and control shall not mature until a reasonable time after Landlord has received from Tenant written notice of the necessity of repairs, except in the event emergency repairs may be required and in such event Tenant shall attempt to give Landlord appropriate notice considering the circumstances.

Please Initial

\_\_\_\_\_  
Landlord    Tenant

(d) **Landlord's Work.** All repairs, replacements, alterations or other work performed on or around the Premises by Landlord shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by Tenant. Tenant shall have no right to an abatement of Rent or any claim against Landlord for any inconvenience or disturbance resulting from Landlord's performance of repairs and maintenance pursuant to this Section 8.

9. **LIENS; TENANT'S TAXES.** Tenant shall keep the Premises free from all liens, including mechanic's liens, arising from any act or omission of Tenant or those claiming under Tenant. Landlord shall have the right to post and maintain on the Premises or the Building such notices of non-responsibility as are provided for under the lien laws of the state in which the Premises are located. Tenant shall be responsible for and shall pay when due all taxes assessed during the Term against any leasehold or personal property of any kind owned by or placed upon or about the Premises by Tenant.

10. **UTILITIES.** Tenant shall pay promptly for all water and sewer facilities, gas and electrical services, including heat and light, garbage collection, recycling, and all other facilities and utility services used by Tenant or provided to the Premises during the Term. If the heating and air-conditioning systems are not on separate meters, Tenant shall pay its proportionate share of such charges based upon the actual use of the heat and air conditioning by Tenant and by the other tenants of the Building, as reasonably determined by Landlord, within ten days after billing therefor. Tenant shall arrange for regular and prompt pickup of trash and garbage and paper recycling and shall store such trash and garbage in only those areas designated by Landlord. However, if Landlord elects to arrange for garbage collection on a cooperative basis for Tenant and any other tenants, Tenant shall pay its proportionate share of the garbage collection charges, within ten days after billings therefor. Tenant shall comply with any recycling programs required by any Law or reasonably required by Landlord.

11. **ICE, SNOW, AND DEBRIS.** Tenant shall keep the walks in front of the Premises free and clear of ice, snow, rubbish, debris, and obstruction. Tenant shall save and protect Landlord from any injury whether to Landlord or Landlord's property or to any other person or property caused by Tenant's failure to perform Tenant's obligations under this Section 11. Tenant's obligations under this Section 11 shall be performed at Tenant's cost and expense. Landlord reserves the right to cause the removal of ice, snow, debris and obstruction from the area in front of the Premises and Tenant shall pay the cost thereof within ten days after billing therefor.

12. **WAIVER OF SUBROGATION.** To the extent it will not void any policy of insurance and to the extent insurance proceeds are actually received, neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard multi peril insurance policy, including sprinkler leakage insurance, if the Premises have sprinklers. Subject to the conditions set forth in the preceding sentence, all claims or rights of recovery for any and all such loss or damages, however caused, are hereby waived. Without limiting the generality of the foregoing, said absence of liability should exist whether or not such loss or damage is caused by the negligence of either Landlord or Tenant or by any of their respective agents, servants or employees.

13. **INJURY TO TENANT'S PROPERTY.** Landlord shall not be liable for any injury to the goods, stock, merchandise or any other property of Tenant ~~or to any person~~ in or upon the Premises or to the leasehold improvements in the Premises resulting from fire or collapse of the Building or any portion thereof or any other cause, including but not limited to damage by water or gas, or by reason of any electrical apparatus in or about the Premises. Tenant is responsible for carrying insurance to cover the risks described in this Section.

14. **DAMAGE OR DESTRUCTION.**

Please Initial

\_\_\_\_\_  
Landlord    Tenant

(a) **Partial Destruction.** If the Premises shall be partially damaged by fire or other cause, and Section 14(b) below does not apply, the damages to the Premises shall be repaired by Landlord, and all Base Rent until such repair shall be made shall be apportioned accordingly to the part of the Premises that is useable by Tenant, except when such damage occurs because of the fault of Tenant. The repairs shall be accomplished with all reasonable dispatch. Landlord shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage, and the damage was the result of the fault of Tenant, in which event Tenant shall bear the expense of the repairs.

(b) **Substantial Damage.** If the buildings situated on the Property or the Building or the Premises, or any of them, are 50% or more destroyed during the Term by any cause, Landlord may elect to terminate the Lease as of the date of damage or destruction by notice given to Tenant in writing not more than 45 days following the date damage. In such event all rights and obligations of the parties shall cease as of the date of termination. In the absence of an election to terminate, Landlord shall proceed to restore the Premises, if damaged, to substantially the same form as prior to the damage or destruction, so as to provide Tenant useable space equivalent in quantity and character to that before the damage or destruction. Work shall be commenced as soon as reasonably possible, and thereafter proceed without interruption, except for work stoppages on account of matters beyond the reasonable control of Landlord. From the date of damage until the Premises are restored or repaired, Base rent shall be abated or apportioned according to the part of the Premises useable by Tenant, unless the damage occurred because of the fault of Tenant. Landlord shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage, and the damage was the result of the fault of Tenant, in which event Tenant shall bear the expense of the repairs.

(c) **Restoration.** If the Premises are to be restored by Landlord as above provided in this Section 14, Tenant, at its expense, shall be responsible for the repair and restoration of all items which were initially installed at the expense of Tenant (whether the work was done by Landlord or Tenant) or for which an allowance was given by Landlord to Tenant, together with Tenant's stock in trade, trade fixtures, furnishings, and equipment; and Tenant shall commence the installation of the same promptly upon delivery to it of possession of the Premises and Tenant shall diligently prosecute such installation to completion.

#### 15. EMINENT DOMAIN.

(a) **Partial Taking.** If a portion of the Premises is condemned and neither Section 15(b) nor Section 15(c) apply, the Lease shall continue in effect. Landlord shall be entitled to all the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of condemnation. Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to the condition as comparative as reasonably practicable to that existing at the time of condemnation. Base rent shall be abated to the extent that the premises are untenable during the period of alteration and repair. After the date on which title vests in the condemning authority, Base Rent shall be reduced commensurately with the reduction in value of the Premises as an economic unit on account of the partial taking.

(b) **Substantial Taking of the Property.** If a condemning authority takes any substantial part of the Property or any substantial part of the Building, the Lease shall, at the option of Landlord, terminate as of the date title vests in the condemning authority. In such event all rights and obligations of the parties shall cease as of the date of termination. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation. Tenant shall be free to make a separate claim for its moving expenses and lost trade fixtures so long as such claim does not interfere with or reduce Landlord's claim or award.

(c) **Substantial Taking of Premises.** If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for Tenant's use, the Lease shall terminate as of the date title vest in the condemning authority. In such event all rights and obligation of the parties shall cease as

Please Initial

\_\_\_\_\_  
Landlord    Tenant

of the date of termination. Landlord shall be entitled to all of the proceeds of condemnation and Tenant shall have no claim against Landlord as a result of the condemnation.

(d) **Definition.** Sale of all or any part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purpose of this Lease as a taking by condemnation.

**16. BANKRUPTCY.** Subject to Section 17, this Lease shall not be assigned or transferred voluntarily or involuntarily by operation of law. It may, at the option of Landlord, be terminated, if Tenant be adjudged bankrupt or insolvent, or makes an assignment for the benefit of creditors, or files or is a party to the filing of a petition in bankruptcy, or commits an act of bankruptcy, or in case a receiver or trustee is appointed to take charge of any or the assets of Tenant or sublessees or assignees in or on the Premises, and such receiver or trustee is not removed within 30 days after the date of his appointment, or in the event of judicial sale of the personal property in or on the Premises upon judgment against Tenant or any sublessees or assignee hereunder, unless such property or reasonable replacement therefor be installed on the Premises. To the extent permitted by law, this Lease or sublease hereunder shall not be considered as an asset of a debtor-in-possession, or an asset in bankruptcy, insolvency, receivership, or other judicial proceedings. This Lease shall be considered a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the U.S. judicial proceedings. This Lease shall be considered a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the U.S. judicial proceedings. This lease shall be considered a Lease of real property in a shopping center within the meaning of Section 365(b)(3) of the U.S. Bankruptcy Code.

**17. DEFAULT.** The following meanings shall be events of default.

(a) Failure of Tenant to pay any Rent when due or failure of Tenant to pay any other charge required under this Lease within ten (10) days after it is due.

(b) Failure of Tenant to execute the documents described in Section 21 or 22 within the time required under such Sections: failure of Tenant to provide or maintain the insurance required of Tenant pursuant to Section 5(c); or failure of Tenant to comply with any Laws as required pursuant to Section 6 within 24 hours after written demand by Landlord.

(c) Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease (other than the failures described Section 17(a) or 17(b) above) within ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the ten (10) day period, this provision shall be complied with if Tenant begins correction of the default within the ten (10) and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Landlord shall be obligated to give written notice for the same type of default more than twice: at Landlord's option, a failure to perform an obligation after the second notice shall be automatic event of default, without notice or any opportunity to cure.

(d) The abandonment of the Premises by Tenant or the failure of Tenant for fifteen (15) days or more to occupy the Premises for one or more of the designated purposes of this Lease unless such failure is excused under other provisions of this Lease.

(e) The bankruptcy or insolvency of Tenant or the occurrence of other acts specified in Section 16 of this Lease which give Landlord the option to terminate.

**18. REMEDIES ON DEFAULT.** In the event of a default, Landlord may, at Landlord's option, exercise any one or more of the rights and remedies available to a Landlord in the state in which the Premises are located to redress such default, consecutively or concurrently, including the following:

Please Initial

\_\_\_\_\_  
Landlord    Tenant

(a) Landlord may elect to terminate Tenant's right to possession of the Premises or any portion thereof by written notice to Tenant. Following such notice, Landlord may re-enter, take possession of the Premises and remove any persons or property by legal action or self-help with the use of reasonable force and without liability for damages. To the extent permitted by law, Landlord shall have the right to retain the personal property belonging to Tenant that is on the Premises at the time of re-entry, or the right to such other security interest therein as the law may permit, to secure all sums due or which become due to Landlord under this Lease. Perfection of such security interest shall occur by taking possession of such to secure all sums due or which become due to Landlord under this Lease. Perfection of such security interest shall occur by taking possession of such personal property or otherwise as provided by law.

(b) Following re-entry by Landlord, Landlord may relet the Premises for a term longer or shorter than the Term and upon any reasonable terms, including the granting of rent concessions to the new tenant. Landlord may alter, refurbish or otherwise change the character or use of the Premises in connection with such reletting. Landlord shall not be required to relet for any use or purpose that Landlord may reasonably consider injurious to its property or to any tenant that Landlord may reasonably consider objectionable. No such reletting by Landlord following default by Tenant shall be construed as an acceptance of the surrender of the Premises. If rent received upon such reletting exceeds the Rent received under this Lease, Tenant shall have no claim to the excess.

(c) Following Landlord re-entry Landlord shall have the right to recover from tenant the following damages:

(i) All unpaid rental or other charges for the period prior to re-entry, plus interest at the rate equal to five percentage points in excess of the discount rate, including any surcharge on the discount rate, on 90-day commercial paper declared by Federal Reserve Bank in Federal district in which Portland, Oregon is located on the date the charge was due (the "Interest Rate").

(ii) An amount equal to the Rent lost during any period during which the Premises are not relet, if Landlord uses reasonable efforts to relet the Premises. If Landlord lists the Premises with a real estate broker experienced in leasing commercial property in the metropolitan area in which the Premises are located, such listing shall constitute the taking of reasonable efforts to relet the Premises.

(iii) All costs incurred in reletting or attempting to relet the Premises, including but without limitation, the cost of cleanup and repair in preparation for a new tenant, the cost of correction any defaults or restoring any unauthorized alterations and the amount of any real estate commissions or advertising expenses.

(iv) The difference between the Rent reserved under the Lease and the amount actually received by Landlord after reletting as such amounts accrue.

(v) Reasonable attorney's fees incurred in connection with the default, whether or not any litigation is commenced.

(d) Landlord may sue periodically to recover damages as they accrue throughout the Term and no action for accrued damages shall be a bar to later action for damages subsequently accruing. To avoid a multiplicity of action, Landlord may obtain a decree of specific recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent under the Lease and the reasonable rental value of the Premises for the remainder of the Term.

(e) In the event that Tenant remains in possession following default and Landlord does not elect to re-enter, Landlord may recover all back Rent and other charges, and shall have the right to cure any nonmonetary default and recover attorney's fees reasonably incurred in connection with the default, whether or not litigation is

Please Initial

\_\_\_\_\_  
Landlord    Tenant

commenced. Landlord may sue to recover such amounts as they accrue, and no one action for accrued damages shall bar a later action for damages subsequently accruing.

(f) The foregoing remedies shall not be exclusive but shall be addition to all other remedies and rights provided under applicable law and no election to pursue one remedy shall preclude resort to another remedy.

## 19. SURRENDER AT EXPIRATION

(a) Condition of Premises. Upon expiration of the Term or earlier termination Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Improvements and alterations constructed by Tenant shall not be removed or restored to the original condition unless the terms of Landlord's consent provides otherwise or unless Landlord requests Tenant to remove all or any of such improvements or alterations, in the event Tenant shall remove the same and restore the Premises. Depreciation and wear form ordinary use for the purpose for which the Premises were let need not be restored, but all repair for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this Section 19 shall be subject to the provisions of Section 14 relating to damages or destruction.

### (b) Fixtures

(i) All fixtures placed upon the Premises during the Term, other than Tenant's trade fixtures, shall, at Landlord option, become the property of Landlord. Movable furniture, decorations, floor covering, curtains, drapes, blinds, furnishing and trade fixtures shall remain the property of Tenant if placed on the Premises by Tenant; provided, however, if Landlord granted Tenant an allowance for improvements, installation, floor coverings, curtains, drapes, blinds or other items, such items shall Landlord's option become the property of Landlord notwithstanding the installation thereof by Tenant.

(ii) If Landlord so elects, Tenant shall remove any or all fixtures, shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the Interest Rate. Tenant shall remove all furnishings; furniture and trade fixtures, which remain the property and all rights of Tenant with respect to it, shall cease. Landlord may effect a removal and place the property in public or private storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, with interest on all such expenses from the date of expenditure at the Interest Rate.

(iii) The time for removal of any property or fixtures that tenant is required to remove form the Premises upon termination shall be as follows:

a. On or before the date the Lease terminates because of expiration of the Term or because of a default under Section 18.

b. Within 30 days after notice from Landlord requiring such removal where the property to be removed is a fixture which Tenant is not required to remove except after such notice by Landlord, and after the date would fall after the date that Tenant would be required to remove other property.

(c) Holdover. If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant form month-to-month, subject to all of the provisions of this Lease except the provision for the Term, and except the Base Rent, provided herein shall double during the period of month-to-month tenancy. Failure of Tenant to remove fixtures, furniture, furnishings or trade fixtures that Tenant is required to remove under the Lease shall constitute a failure to vacate to which this Section 19(c) shall apply if the property not removed will interfere with occupancy of the Premises by another Tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

## 20. ASSIGNMENT AND SUBLETTING.

Please Initial

\_\_\_\_\_  
Landlord    Tenant

(a) **Landlord's Consent.** Tenant shall not, either voluntarily or by Operation of law, sell, assign or transfer this Lease or sublet the Premises or any part thereof, or assign any right to use the Premises or any part thereof (each a "Transfer") without the prior written consent of Landlord. Which consent shall not be unreasonably withheld, and any attempt to do so without such prior written consent shall be void and at Landlord's option, shall terminate this Lease. If Tenant requests Landlord's consent to Transfer, Tenant shall promptly provide Landlord with a copy of the proposed agreement between Tenant and its proposed transferee and with all such other information concerning the business and financial affairs of such proposed transferee as Landlord may request; Landlord may withhold such consent unless the proposed transferee (i) is satisfactory to Landlord as to credit, managerial experience, net worth, character and business of professional standing. (ii) Is a person or entity whose possession of the Premises would not be inconsistent with Landlord's commitments with other tenants or with the mix of uses Landlord desires at the Property, (iii) will occupy the Premises solely for the use authorized under this Lease, (iv) expressly assumes and agrees in writing to be bound by and directly responsible for all of Tenant's obligations hereunder, (v) will conduct a business that does not adversely impact the use of the Property's common areas, and (vi) will conduct its business in the Premises in such a manner so that the Percentage Rent payable to Landlord under this Lease will not likely be less than the Percentage Rent that would have been payable to Landlord had there been no Transfer. Landlord's consent to any such Transfer shall in no event release Tenant from its liabilities or obligations hereunder nor relieve Tenant from the requirement of obtaining Landlord's prior written consent to any further Transfer. Landlord's acceptance of rent from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or consent to any Transfer.

(b) **Payment to Landlord and Termination of Lease.**

(i) Landlord may, as a condition to its consideration of any request for consent to a proposed Transfer; impose a fee to cover Landlord's reasonable administrative and legal expenses in connection therewith. Such fee shall (i) be payable by Tenant upon demand, (ii) include all reasonable legal fees incurred by Landlord, and (iii) be retained by Landlord regardless of whether such consent is granted.

(ii) If any such proposed Transfer provides for the payment of, or if Tenant otherwise receives, rent, additional rent or other consideration for such Transfer that is in excess of the Rent and all other amounts that Tenant is required to pay under this regardless of whether such excess is payable on a lump sum basis or over a term), then in the event Landlord grants its consent to such proposed Transfer, Tenant shall pay Landlord the amount of such excess as it is received by Tenant. Any violation of this paragraph shall be deemed a material and noncurable breach of this Lease.

(iii) If Tenant is a corporation, an unincorporated association, a partnership, a limited partnership, or a limited liability company, the transfer, assignment or hypothecation of any stock or interest in such entity in the aggregate in excess of twenty-five percent shall be deemed a Transfer of this Lease within the meaning and provisions of this Section 20.

**21. SUBORDINATION.** Tenant's interest hereunder shall be subject and subordinate to all mortgages, trust deeds, and other financing and security instruments placed on the Premises by Landlord from time to time ("Mortgages") except that no assignment or transfer of Landlord's rights hereunder to a lending institution as collateral security in connection with a Mortgage shall affect Tenant's right to possession, use and occupancy of the Premises so long as Tenant shall not be in default under any of the terms and conditions of this Lease. The provisions of this Section 21 shall be self-operation. Nevertheless, Tenant agrees to execute acknowledge and deliver to Landlord within ten days after Landlord's written request, an instrument in recordable form which expressly subordinates Tenant's interest hereunder to the interests of the holder of any Mortgage, and which includes any other reasonable provisions requested by the holder or prospective holder of any Mortgage. At Landlord's request, Tenant shall furnish Landlord current balance sheets, operation statements, and other financial statements in the form as reasonably requested by Landlord or by the holder or prospective holder of any Mortgage, certified by Tenant as accurate and current. Tenant

Please Initial

\_\_\_\_\_  
Landlord    Tenant

agrees to sign an authorization for Landlord to conduct a check of Tenant's credit as requested by Landlord from time to time.

22. **ESTOPPEL CERTIFICATE.** Tenant shall from time to time, upon not less than ten days prior notice, submit to Landlord, or to any person designated by Landlord, a statement in writing, in the form submitted Tenant by Landlord, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof) that to the knowledge of Tenant no uncured default exists hereunder (or if such uncured default does exist, specifying the same), the dates to which the Rent and other sums and charges payable hereunder have been paid, that Tenant has no claims against Landlord and no defenses or offsets to rental except for the continuing this Lease as Landlord reasonably request.

23. **PERFORMANCE BY LANDLORD.** Landlord shall not be deemed in default for the nonperformance or for any interruption or delay in performance of any of the terms, covenants and conditions of this Lease if the same shall be due to any labor dispute, strike, lockout, civil commotion or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or material, through acts of God, or other cause beyond the reasonable control Landlord, providing such cause is not due to the willful act or neglect of Landlord.

24. **LANDLORD'S RIGHT TO CURE DEFAULT.** If ~~Tenant~~ either party shall fail to perform any of the covenants or obligations to be performed by ~~Tenant~~ such party, ~~Landlord~~ the other party, in addition to all other remedies provided herein, shall have the option (but not the obligation) to cure such failure to perform after thirty days' written notice to ~~Tenant~~ the party failing to perform. All of ~~Landlord's~~ the other party's expenditures incurred to correct the failure to perform shall be reimbursed by ~~Tenant~~ the party failing to perform upon demand with interest from the date of expenditure at the Interest Rate. ~~Landlord's~~ Each party's right to cure ~~Tenant's~~ the other's failure to perform is for the sole protection of ~~Landlord~~ of that party and the existence of the right shall not release ~~Tenant~~ the other from the obligation to perform all of the covenants herein provided to be performed by ~~Tenant~~ the other party, or deprive ~~Landlord~~ either party of any other right that ~~Landlord~~ the non-defaulting party may have by reason of default of this Lease by ~~Tenant~~ the defaulting party.

25. **INSPECTION.** Landlord, Landlord's agents and representatives, shall have the right to enter upon the Premises at any time in the event of emergency and, in other events, at reasonable times after prior verbal notice for the purpose of inspection the same, for the purpose of making repairs or improvements to the Premises or the Building, for showing the Premises during the final ninety days of the Term, or for any other lawful purpose.

26. **FOR SALE AND FOR RENT SIGNS.** During the period of ninety days prior to the date for the termination of this Lease, Landlord may post on the Premises or in the windows thereof signs of moderate size notifying the public that the Premises are "for sale" or "for rent" or "for lease".

27. **ATTORNEY'S FEES.** In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained to interpret or enforce any provision of this Lease or with respect to any dispute relating to this Lease, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred an reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

Please Initial

                       
Landlord Tenant

28. **NOTICES.** Any notice required or permitted under this Lease shall be in writing and shall be deemed given when actually delivered or when deposited in the United States mail as certified or registered mail, addressed to the addresses set forth on the last page of this Lease or to such other addresses as may be specified from time to time by either of the parties in the manner above provided for the giving of notice.

29. **BROKERS.** Tenant covenants, warrants and represents that it has not engaged any broker, agent or finder who would be entitled to any commission or fee in connection with the negotiation and execution of this Lease except as set forth in the Summary of Fundamental Lease Provisions attached hereto. Tenant agrees to indemnify and hold harmless Landlord against and from any claims for any brokerage commissions and all cost, expenses and liabilities in connection therewith, including attorneys' fees and expenses, arising out of any charge or claim for a commission or fee by any broker, agent or finder on the basis of any agreements made or alleged to have been made by or on behalf of Tenant except for brokers listed on the Summary of Fundamental Lease Provisions. The provisions of this Section 29 shall not apply to any brokers with whom Landlord has an express written brokerage agreement. Landlord shall be responsible of any such brokers.

30. **LATE CHARGES.** Tenant acknowledges that late payment by Tenant to Landlord of any Rent or other charge due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of that will be extremely difficult to ascertain. Such consists may include, without limitation procession and accounting charges and late charges that may be imposed on Landlord under the terms of any Mortgage. Accordingly, if any Rent or other charge is not received by Landlord within 10 days after it is due. Tenant shall pay to Landlord a late charge equal to five percent (5%) of the overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs incurred by Landlord by reason of the late payment by Tenant. Acceptance of any late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to the overdue amount in question, nor prevent Landlord from exercising any of the rights and remedies granted hereunder.

31. **NO PERSONAL LIABILITY.** The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Building and Property, and Landlord shall not be personally liable for any deficiency. This clause shall not be deemed to limit or deny any remedies that Tenant may have in the event of default by Landlord under this Lease that do not involve the personal liability of Landlord.

32. **MISCELLANEOUS PROVISIONS.** This Lease does not grant any rights of access to light or air over any part of the Property. Time is of the essence of this Lease. The acceptance by Landlord of any Rent or other benefits under this Lease shall not constitute a waiver of any default. Any waiver by Landlord of the strict performance of any of the provisions of this Lease shall not be deemed to be a waiver of subsequent breaches of the same character or of a different character, occurring either before or subsequent to such waiver, and shall not prejudice Landlord's right to require strict performance of the same provision in the future or of any other provisions of this Lease. This Lease contains the entire agreement of the parties. The parties acknowledge and agree that any calculations of square footage in the Premises and on the Property are approximations. No recalculation of square footage shall affect the obligations of Tenant under this Lease including without limitation the amount of Base Rent or other Rent payable by Tenant under this Lease. This lease shall not be amended or modified except by agreement in writing signed by the parties hereto. Subject to the limitations on the assignment or transfer of Tenant's interest in this Lease, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors, and assigns. No remedy herein conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative. In interpreting or construing this Lease, it is understood that Tenant may be more than on person, that if the context so requires, the singular pronoun shall be taken to mean and include the partnerships, and individuals. Section headings are for convenience and shall not affect any of the provisions of this Lease. If any provision of this Lease or the application thereof to any person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required to expiration or

Please Initial

\_\_\_\_\_  
Landlord    Tenant

earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

33. **EXHIBITS AND ADDITIONS PROVISIONS.** Exhibit "A" that is referred to in this Lease is attached hereto and by reference incorporated herein. Additional provisions, if any, are set forth in Riders \*, attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in duplicate of the day and year first above written, any corporate signature being by authority of the Board of Directors.

Landlord: South Market Square LLC

Tenant: Multnomah County

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
1200 NW Naito Parkway, Suite 620  
Portland, OR 97209  
Address

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
2505 SE 11<sup>th</sup> Avenue  
Portland, OR 97202  
Address

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

BY *Matthew O. Ryan*  
ASSISTANT COUNTY COUNSEL

DATE 6/8/99

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
BOARD CLERK

Please Initial

\_\_\_\_\_  
Landlord Tenant

## SUPPLEMENTAL PROVISIONS

The following Supplemental Provisions are hereby incorporated into and, for all purposes, made a part of that certain Lease between South Market Square LLC, an Oregon Limited Liability Company ("Landlord") and Multnomah County, a political subdivision of the state of Oregon ("Tenant") dated April 28, 1999 (the "Lease").

### 1. Oregon Tort Claims Act.

Any covenant in the Lease by Tenant to defend, indemnify or hold harmless Landlord shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and within the limits in ORS 30.275; provided, however, that this paragraph shall apply only to claims arising in "tort" as that term is defined in ORS 30.260(8).

### 2. Tax Exemption Savings.

Under the provisions of ORS 307.112, certain real property tax savings resulting from exemption of the property leased herein may accrue to the Property and/or the Premises. The tax savings resulting from the exemption under such statute, if any, shall accrue to the benefit of Tenant by a reduction in the Additional Rent otherwise due for property taxes under Paragraph 4(b) of the Lease, which reduction shall be in an amount equal to the annual savings caused by the exemption. The amount of the Additional Rent offset shall be determined annually by multiplying the exempt value by the correct tax rate.

### 3. Cancellation Rights.

(a) In the event that the program funding to maintain the Tenant's Library Program at the Premises is not provided by the Multnomah County Board of Commissioners in any year of the term of this Lease, upon giving Landlord one hundred twenty (120) days prior written notice, Tenant may cancel this Lease effective as of the June 30<sup>th</sup> following the 120<sup>th</sup> day after the giving of such notice. The provisions of this section shall not and may not be used by Tenant for the purpose of canceling the Lease for any reason other than that expressly stated in the preceding sentence. Upon giving the notice described herein, Tenant may not revoke such notice without the express, written consent of Landlord.

(b) In the event Tenant cancels the Lease as provided in this section, Tenant shall pay to Landlord, upon the effective date of such cancellation, or as soon as such amounts are determined, the following:

(i) An amount equal to the Landlord's cost of the Tenant improvements to the Premises being vacated by Tenant, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus

(ii) An amount equal to two months' rent (both Base Rent and Additional Rent) of the premises being vacated by Tenant; plus

(iii) Any and all costs and expenses reasonably incurred by Landlord in reletting the premises being vacated by Tenant, including without limitation: brokerage commissions; cleaning costs; demolition, alterations, additions, and repairs to the Property and/or Premises (including new Tenant Improvements) reasonably deemed by Landlord to be necessary in conjunction with such reletting; reasonable legal fees associated with such reletting. *Such costs, expenses and fees shall be limited to those incurred in the initial reletting following said cancellation and not in any subsequent relettings.*

**4. Option to Extend.**

(a) Right to Extend.

So long as Tenant remains free from default under this Lease, and so long as Tenant does not assign the Lease or sublet any portion of the Premises, Tenant shall have the option to extend the term of the Lease for two (2) successive term(s) of five (5) years each, on the terms and conditions contained herein, except for Base Rent which shall be determined as hereinafter provided. Other than as set forth therein, Tenant shall have no further option to extend this Lease. Exercise of each extension option shall be by written notice given to Landlord at least 180 and not more than 210 days prior to expiration of the original term, or the preceding extended term, if any.

(b) Determination of Rent.

(i) During each extended term, Base Rent shall be adjusted to reflect the greater of (a) the fair market rental value of the Premises for the extended term, determined as hereinafter provided or (b) the Base Rent and Additional Rent payable by Tenant immediately prior to the commencement of the extended term in question, plus an additional three percent (3%).

(ii) After the exercise of any option to extend and at least 150 days prior to the commencement of the extended term in question, Landlord shall notify Tenant of its determination of the fair market rental value. Within 30 days after the effective date of such notice, Tenant shall either (a) notify Landlord of Tenant's acceptance of Landlord's

determination of the fair market rental value, in which event Base Rent for the extended term in question shall be as so determined by Landlord; or (b) notify Landlord of Tenant's rejection of Landlord's determination of the fair market rental value, in which event the fair market rental value shall be determined in accordance with this Section. The failure of Tenant to give any notice within the required time period shall be deemed an acceptance by Tenant of Landlord's determination of the fair market rental value.

(iii) Whether the Base Rent under any extended term is determined in accordance with subsection 4(b)(i) or (ii), after such initial determination, the Base Rent for each succeeding year of the extended term shall be increased by three percent (3%) per year.

(c) Arbitration Procedure.

Within ten days after Tenant's rejection of Landlord's determination of fair market rental value, each party shall designate a representative who is either an Oregon licensed MAI appraiser skilled in determining rental rates for retail space in the Portland, Oregon metropolitan area, an owner of a Portland, Oregon metropolitan area building containing retail space, or a real estate broker experienced in leasing retail space in the Portland, Oregon metropolitan area. The two representatives so chosen shall select an arbitrator having the above qualifications or, if they cannot agree, the presiding judge of the Circuit Court of Multnomah County, Oregon shall, upon application by either party, select an arbitrator having the above qualifications. At least 90 days prior to the commencement of the extended term in question, each party's representative shall submit to the arbitrator a written report stating such representative's opinion of the fair market rental value of the Premises, based on a consideration of rental rates then being charged (under the most recently executed leases) in Portland, Oregon metropolitan area for retail space comparable to the Premises. Within 30 days after receipt of such reports, the arbitrator shall accept one or the other of the reports. The determination of the fair market rental value in the report so accepted shall be binding on the parties; provided, however, that Base Rent during any extended term shall not in any event be less than the Base Rent payable by Tenant immediately prior to the commencement of such extended term plus three percent (3%). The cost of the determination of the fair market rental value pursuant to this Section shall be shared equally by Landlord and Tenant. If the arbitrator does not decide the fair market rental value to be paid prior to commencement of the extended term in question, Base Rent shall continue to be payable in the amount

previously in effect plus three percent (3%), and retroactive adjustment shall be made when the arbitrator reaches a decision.

#### **5. Tenant Improvement Work Agreement.**

(a) On or before \_\_\_\_\_, 1999, Tenant shall furnish to Landlord, at Tenant's sole cost and expense, plans and specifications for any and all tenant improvements requested by Tenant for the Premises. All plans and specifications shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld. Provided Tenant's plans and specifications are furnished by the date stated above and approved by Landlord, Landlord shall cause the tenant improvements to be installed by Landlord's contractor. Prior to commencing any such work, however, Landlord shall submit to Tenant a written bid for the cost of completing the work called for by the plans and specifications. Tenant shall have ten (10) days to approve such estimate. If Tenant shall fail to approve any such estimate within ten (10) days after submission thereof, such failure shall be deemed to be disapproval thereof, and Landlord's contractor shall not proceed with such work. In the event of Tenant's disapproval of the bid, Tenant shall indicate to Landlord its maximum budget for tenant improvements. Thereafter, Tenant, Landlord, Landlord's contractor, and the architect responsible for the design of the tenant improvements shall, in a reasonable and good faith manner, modify the plans and specifications so as to allow Landlord's contractor to complete the tenant improvements within such budget.

(b) Whether by Tenant's approval of Landlord's contractor's original bid or by Tenant's subsequent approval of the tenant improvement budget for the modified plans and specifications, the amount to be charged by Landlord's contractor for the construction of the tenant improvements pursuant to the plans and specifications shall be deemed to be the "Tenant Improvement Contract Amount." On a monthly basis, during the course of construction of the tenant improvements, Tenant shall pay to Landlord, as Additional Rent, an amount equal to the percentage of the completion of the tenant improvements (as determined by the project architect) multiplied by the Tenant Improvement Contract Amount.

(c) Tenant shall be responsible for delays and additional costs in completion of the tenants improvements caused by changes made to any of Tenant's plans or specifications after the delivery dates specified above in this Section, by inadequacies in any of Tenant's plans or specifications, or by delays in delivery of special materials requiring long lead times. If Tenant desires any change to its improvements, Tenant shall submit a written request for such change to Landlord, together

with all plans and specifications necessary to show and explain changes from the approved plans and specifications. Any such change shall be subject to Landlord's approval. Prior to proceeding with the work, Landlord or Landlord's contractor shall notify Tenant in writing of the amount, if any, which will be charged or credited to Tenant to reflect the cost of such change.

MEETING DATE: June 17, 1999  
AGENDA #: R-4  
ESTIMATED START TIME: 9:45 AM

(Above Space for Board Clerk's use only)

**AGENDA PLACEMENT FORM**

SUBJECT: Proclamation Supporting Gay and Lesbian Pride Parade and Festival

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, June 17, 1999  
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Melinda Petersen TELEPHONE #: 248-3971  
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: April Lewis, Chair, Cultural Diversity Committee

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Proclaiming Support for Portland's 24th Annual  
"Lesbian, Gay, Bi, and Trans Pride" Parade and Celebration  
6/17/99 ORIGINALS & COPIES TO MELINDA  
PETERSEN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

CLERK OF  
COUNTY COMMISSIONERS  
99 JUN -9 PM 7:21  
MULTI-COUNTY  
OREGON

## **BOGSTAD Deborah L**

---

**From:** PETERSEN Melinda G  
**Sent:** Friday, May 14, 1999 10:31 AM  
**To:** #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4; #CHAIR'S OFFICE; Elyse CLAWSON; Gary OXMAN; Ginnie COOPER; Jim MCCONNELL; Larry NICHOLAS; POE Lorenzo T; Vickie GATES  
**Subject:** Gay Pride Parade and Celebration

The 24th annual event will be held this year on Sunday, June 20. A proclamation will come before the Board on Thursday, June 17, presented by members of the Countywide Cultural Diversity Committee. On June 20, Parade step-off time is 12:30pm, North Park Blocks, with Beverly reading the Proclamation at approximately 2pm at the waterfront. Generally the County's Gay and Lesbian Employees Everywhere (GLEE) carries the County's banner. It's a lot of fun and really supportive for participants to see County leadership there. You are all welcome to join us at the parade! If you want more info, please let me know.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. \_\_\_\_\_

Proclaiming Support for Portland's 24th Annual "Lesbian, Gay, Bi, and Trans Pride"  
Parade and Celebration

The Multnomah County Board of Commissioners finds:

- a. Sunday, June 20, 1999 marks the date of Portland's 24th Annual "Lesbian, Gay, Bi, and Trans Pride" Parade and Celebration
- b. The theme of this year's event is "Stonewall 30: Revolution/Evolution," signifying the beginning and 30 years evolution of the civil rights movement for gay and transsexual people
- c. The organizers and participants of the parade ask all Oregonians to stand with them for pride, justice and equality for all persons, and against hatred and bigotry
- d. The Board of County Commissioners is personally committed to ensure that all persons in this community are accorded their dignity, human rights and safety
- e. The Board of County Commissioners embraces the diversity and cultural richness of all families, and in their employer policies and practices has recognized domestic partnerships and prohibits discrimination based upon sexual orientation
- f. The Board of County Commissioners supports the efforts of the County's Gay/Lesbian Employees Everywhere (GLEE) and supports all people who struggle for equality and justice

The Multnomah County Board of Commissioners proclaims:

1. The Board of County Commissioners supports the 1999 Pride Celebration and invites all Multnomah County employees and citizens to join them at the parade on Sunday, June 20, 1999 in support of Oregon's diverse community.

DATED this 17th day of June, 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Beverly Stein, County Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 99-112**

Proclaiming Support for Portland's 24th Annual "Lesbian, Gay, Bi, and Trans Pride" Parade and Celebration

The Multnomah County Board of Commissioners finds:

- a. Sunday, June 20, 1999 marks the date of Portland's 24th Annual "Lesbian, Gay, Bi, and Trans Pride" Parade and Celebration
- b. The theme of this year's event is "Stonewall 30: Revolution/Evolution," signifying the beginning and 30 years evolution of the civil rights movement for gay and transsexual people
- c. The organizers and participants of the parade ask all Oregonians to stand with them for pride, justice and equality for all persons, and against hatred and bigotry
- d. The Board of County Commissioners is personally committed to ensure that all persons in this community are accorded their dignity, human rights and safety
- e. The Board of County Commissioners embraces the diversity and cultural richness of all families, and in their employer policies and practices has recognized domestic partnerships and prohibits discrimination based upon sexual orientation
- f. The Board of County Commissioners supports the efforts of the County's Gay/Lesbian Employees Everywhere (GLEE) and supports all people who struggle for equality and justice

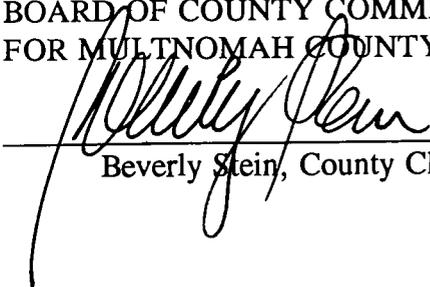
The Multnomah County Board of Commissioners proclaims:

1. The Board of County Commissioners supports the 1999 Pride Celebration and invites all Multnomah County employees and citizens to join them at the parade on Sunday, June 20, 1999 in support of Oregon's diverse community.

DATED this 17th day of June, 1999.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Beverly Stein, County Chair





# Multnomah County Sheriff's Office

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

DAN NOELLE  
SHERIFF

(503) 255-3600  
TTY (503) 251-2484

## SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Sheriff's Office

DATE: June 9, 1999

RE: Notice of Intent to Seek Funds for Domestic Violence Training

1. Recommendation/Action Requested: This is a request that the Board approve our Notice of Intent to Seek Funds for Domestic Violence Training. This pertains to the STOP Violence Against Women Formula Grant, a federal grant program that is administered through the Criminal Justice Services Division of the Oregon State Police.

2. Background/Analysis:

The STOP (Services, Training, Officers, Prosecutors) Violence Against Women Formula Grant Program encourages the development and implementation of effective law enforcement and prosecution strategies to combat violent crimes against women, while encouraging local partnerships with non-profits, victim advocacy agencies and other involved parties.

The Sheriff's Office grant under this program would focus on training deputies to more effectively identify and respond to victims of domestic violence. The recent report to the Governor's Council on Domestic Violence states that police are the most frequently turned to source of help for victims of domestic violence after friends and family. "However, they were the least likely to be perceived as supportive and respectful, one of the least likely to provide information on services, and not highly likely to offer immediate

help." (*1998 Oregon Domestic Violence Needs Assessment, A Report to the Oregon Governor's Council on Domestic Violence*, p. 15). The fact remains, however, that when women are in immediate physical danger, they are going to call the police for help. When they do, they are most likely going to get someone who has not been trained to be respectful and supportive, nor to provide any assistance beyond the possible arrest of the offender. Often, they do not even know about the county's motel voucher system, or have any numbers with them for crisis lines or shelters, even if they are aware of their existence. This situation can only change through training of first-response, or street level officers.

This year we are fortunate in that the Multnomah County Family Violence Intervention Steering Committee has gathered together a group of over twenty local experts to devise a comprehensive 40 hour training for law enforcement officers. The training has several components and has been broken down into modules specific to each issue area. The problem is that we did not anticipate that a training so specific to our needs would be developed this year, and consequently could not plan for it in the budget. The providers themselves did not conceive of the idea until well into the new year. Due to the necessity of providing better service directly at the scene, we do not feel that sending one or two deputies to such training would suffice. We would like to send ten deputies and three sergeants, but the cost of "backfill", or covering their positions while they are away at training is extremely prohibitive. For that reason, we are requesting assistance in the amount of \$25,353.80.

3. Financial Impact: None by receipt of grant funds. If grant funds are not approved, we may be following up with a special request for funding this training
4. Legal Issues: None by receipt of grant funds. May decrease chances of litigation by victims of domestic violence who do not feel they have received the appropriate or immediate help required by the situation. This type of litigation is becoming more common.

5. Controversial Issues: As noted above, victims of domestic violence do not feel that law enforcement officers are providing the type of help and support required and some are litigating this issue. This type of training improves both attitude and performance and consequently, public perception of such performance.
6. Link to Current County Policies: The Board of County Commissioners designated domestic violence an Urgent Benchmark, and includes the reduction of domestic violence as part of the Breakthrough Benchmark of reducing crime. In addition, in 1996, Chair Stein authorized a countywide response to domestic violence, which includes component number three: "Education of County staff on the issue of domestic violence, its dynamics and intervention techniques."
7. Citizen Participation: Not applicable in this instance
8. Other Government Participation: The Multnomah County Domestic Violence Coordinator's Office and the Family Violence Intervention Steering Committee have been instrumental in planning this training. In addition, several presenters are from agencies such as the Portland Police Bureau, the District Attorney's Office, the US Attorney's Office, Multnomah County Legal Aide, Multnomah County Mental Health, both state and federal court representatives and several non-profit community based agencies.

BUDGET MODIFICATION NO.

BM MCS099-07

(For Clerk's Use) Meeting Date JUN 17 1999

Agenda No. R-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Sheriff's Office

DIVISION \_\_\_\_\_

CONTACT Larry Aab

TELEPHONE 251-2489

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

SUGGESTED

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

**Budget modification requesting authorization to transfer \$11,383 from contingency to the Sheriff's enforcement budget to pay for a hazardous waste site clean-up.**

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This modification will transfer \$11,383 from contingency to pay for expenses associated with the clean-up of a major hazardous material site at 3368 N.E. Martin Luther King Blvd. this spring. Funds will be used to pay for 205 hours of overtime, vehicle costs, and administrative expenses.

The contingency fund has been repaid. The federal EPA contracted with an environmental services company to do the entire clean-up. This company has reimbursed us for the entire amount of our costs.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

99 JUN - 3 11:38  
CLERK OF COUNTY COMMISSIONERS  
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

10,921,797 Fund Contingency before this modification (as of 6/9/99) \$ 11,383  
Date  
After this modification \$ 2,910,414

Originated By <u>Larry Aab</u>	Date	Department Director <u>[Signature]</u>	Date
Plan/Budget Analyst <u>Klaupre Dargatzis</u>	Date <u>6/19/99</u>	Employee Services	Date
Board Approval <u>[Signature]</u>	Date <u>6/17/99</u>		





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

---

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE,   
Sheriff

TODAY'S DATE: JUNE 1, 1999

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: APPROVAL OF BUDGET MODIFICATION TRANSFERRING \$11,383 FROM  
CONTINGENCY TO PAY FOR EXPENSES ASSOCIATED WITH THE CLEAN-UP OF  
AMAJOR HAZARDOUS MATERIAL SITE AT 3368 NE MARTIN LUTHER KING BLVD.

I. Recommendation/Action Requested:

Approval of budget modification transferring \$11,383 from contingency to pay for expenses associated with the clean-up of a major hazardous material site at 3368 NE Martin Luther King Blvd.

II. Background/Analysis:

Earlier this year, the MCSO Hazardous Materials Unit worked with the Environmental Protection Agency at a hazardous site on NE Martin Luther King Blvd. Thousands of hazardous chemicals were discovered in a warehouse. These chemicals were stored in an extremely unsafe manner, jeopardizing the safety of the entire area. At least a dozen people were living in the warehouse *with the owner's knowledge* and have been exposed to harmful levels of hazardous waste. To date, cleanup costs exceed \$2 million.

III. Financial Impact:

MCSO expended 205 hours of overtime, vehicle costs, and administrative expenses in assisting the EPA in controlling and securing the hazardous scene. \$11,383 was expended by the agency that has been reimbursed by the EPA. This was deposited in the general fund. This budget modification will appropriate the funds into the MCSO budget to cover the cost of overtime. The cost is general fund neutral.

III. Legal Issues:

None known

IV. Controversial Issues:

The lack of significant effort by the local law enforcement community creates a dangerous public safety problem in controlling hazardous chemical and waste sites. Federal and State resources are insufficient to address the needs of the metropolitan area. Normally, sites are discovered through other investigative sources and only responded to when crisis arises.

VI. Link to Current County Policies:

Safe Community

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Oregon DEQ, Federal EPA

## BUDGET MODIFICATION REQUEST FORM

Fill out this form to request a change in any Sheriff's Office unit budget, including:  
 Dollar transfers from one unit to another or one object code to another.  
 Position transfers from one unit to another.  
 Budget increases to be requested from the contingency fund.  
 Budget increases due to new revenue.

Do not use for position reclassifications. These bud mods will be initiated by the Personnel Unit, after the position has been officially analyzed.

On all "bud mods," the source of funds should be identified prior to submission to the Fiscal Unit. If you need help identifying funds, or have any other questions, call Angela at 251-2455, or Laura at 251-2434.

Detail of increase (fund/organization/object and amount(s))	5300	7,048	
<u>100-085-3245</u>	5400	162	11,382.73
Description of increase	5500	191	
<u>Increase in overtime to cover the cost of a</u>	5550	588	
<u>Clean-up. Funds will be reimburse indirectly by the EPA.</u>	97989		

Funding Source:  New revenue source, which is \_\_\_\_\_  
 Contingency request  
 Budget transfer from (indicate objects and units below)  
 \_\_\_\_\_  
 \_\_\_\_\_

**Routing/Approval Signatures:**

Initiator: \_\_\_\_\_ Date: \_\_\_\_\_  
 Unit Manager: LPT Jones Date: 04/13/99  
 Second affected Unit Manager (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_  
 Commander: Mel Delpitt Date: 4/13/99

**For Fiscal's Use:**

No: 28 Date received: \_\_\_\_\_

Date process completed: \_\_\_\_\_ (Notify initiator, manager, commander, and personnel unit manager by sending a copy of this form with this date filled in.)



# Multnomah County Sheriff's Office

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

County Office

NOELLE SHERIFF

(503) 255-3600  
TTY (503) 251-2484

December 22, 1998

*(Sgt) John Blackman*  
*234-5232*  
*of \$ not rec'd by*  
*3-19-99 call*

Mr Scott St. John  
CET Environmental Services, Inc.  
170 West Dayton, Suite 106-A  
Edmonds, WA 98020

RE: 3368 NE MARTIN LUTHER KING BLVD

Our expenses to provide security at the above referenced hazardous waste site during November total \$11,382.73. The standard vehicle charge is \$9.13 per hour. We have charged for just two hours per shift, allowing an hour for commuting and an hour for idle time at the site.

Any questions regarding this billing may be addressed to Sgt. John Blackman at (503) 251-2451.

Please send your check to the attention of Millie Mosmeier at the letterhead address.

Sincerely,

LARRY AAB  
Fiscal Manager

CC: Sgt John Blackman

CET ENVIRONMENTAL SERVICES, INC.

13012

OUR REF. NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
965258	122298	12/22/98	11382.73	11382.73	0.00	11382.73
<b>TOTALS</b>			<b>11382.73</b>	<b>11382.73</b>	<b>0.00</b>	<b>11382.73</b>

13012

CET ENVIRONMENTAL SERVICES, INC.  
 12240 NE GLISAN ST  
 PORTLAND, OR 97230

NORTHWEST BANK COLORADO, N.A.  
 DENVER, COLORADO 80274

DATE: 03/25/99      CONTROL NO: 130120      AMOUNT: \*\*\*11382.73

\*\*\*11382 DOLLARS AND 73 CENTS\*\*\*

PAY TO THE ORDER OF

MULTNOMAH COUNTY SHERIFF  
 OFFICE  
 12240 NE GLISAN ST  
 PORTLAND OR 97230

*Eric Casas*

⑆ 130120 ⑆ ⑆ 102000076 ⑆ ⑆ 1018200638 ⑆

100-025-3315-4900

ACTION: R SCREEN: OLGL USERID: S214

05/27/99 11:58:24 AM

ONLINE GENERAL LEDGER INQUIRY ( 1 OF 2

FY= 99 FUND= 100 AGENCY= 025 ORG= 3315 ACTV=  
FUNC= OBJ/REV= 4900 BS ACCT= AT= 31 SUB-ORG=  
SUB-OBJ/SUB-REV= JOB NUMBER= REPT CAT=

TRANS DATE	FM	TRANSACTION ID	VENDOR	NAME	DESCR/VI	AMOUNT
01- 99 05 20	11	CR 3000990358				
02- 99 03 31	09	CR 3000990319				-11.60
03- 99 03 30	09	CR 3000990317				-11,382.73
04- 98 07 24	01	CR 300099075				-31.61
05-						-12.32
05-*L009 HEADER CHANGE						

	OT HRS	OT RATE	TOTAL
ARSENAULT, SGT	26.5	56.34	1,493.01
BLACKMAN, SGT	45	56.34	2,535.30
SAWYER, SGT	16.5	56.34	929.61
BLOCK, RESERVE	25	19.83	495.75
CARLSON, RESERVE	4	19.83	79.32
LANGE, DEPUTY	10	45.92	459.20
LITTLE, DEPUTY	10	45.92	459.20
RENDON, DEPUTY	34	45.92	1,561.28
TIMMS, DEPUTY	16.5	45.92	757.68
YOHE, DEPUTY	17	45.92	780.64

=====

204.5	9,550.99
-------	----------

Vehicle: 24 shifts x 2 hours per shift @ \$9.13 per hr = 438.24

Indirect costs @ 13.95 = 1,393.50

=====

TOTAL 11,382.73

OT 7401  
 Fringe 1804  
 Pns 346

Supplies 1831.50



# MULTNOMAH COUNTY, OREGON

---

**BOARD OF COUNTY COMMISSIONERS**

BEVERLY STEIN  
DIANE LINN  
GARY HANSEN  
LISA NAITO  
SHARRON KELLEY

**BUDGET & QUALITY**  
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:** Karyne Dargan, Budget Office

**TODAY'S DATE:** June 10, 1999

**SUBJECT:** Contingency Request by the Sheriff's Office, BMMCSO99-07.

---

The Sheriff's Office is requesting \$11,383 from the General Fund contingency account to offset unanticipated costs associated with the clean-up of a major hazardous material site. The Environmental Protection Agency has reimbursed the Multnomah County for this expenditure. A deposit was made to the General Fund on 3/31/99 in the amount of \$11,382.73. Due to the unusual amount of overtime expended and the impact to the Sheriff's budget, he is requesting that his budget be reimbursed for the 205 hours of overtime, vehicle costs, and administrative expenses in assisting the EPA in controlling and securing the hazardous scene. As a result of the earlier reimbursement from the EPA, there is no net impact to the General Fund. This request meets the intent of Multnomah County's budgetary and financial policies.

As of June 9, 1999, there was \$2,921,797 in the General Fund Contingency Account. This budget modification will reduce that amount to \$2,910,414.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

JUN 17 1999  
R-7

(Date)

DEPARTMENT: Environmental Services

DIVISION: Facilities & Property Mgmt

CONTACT: Lance Duncan

PHONE: x83278

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

Lance Duncan

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

**Budget Modification # DES99-15 to add 1.0 FTE Facilities Services Coordinator to the Multnomah Building, beginning May, 1999**

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

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

**This budget modification redistributes expenditures related to the State Office Building in light of the recent purchase of the Multnomah Building to provide a Facilities Services Coordinator in that facility, plus related materials and supplies.**

COUNTY COMMISSIONERS  
99 MAY 19 AM 11:11  
MULTNOMAH COUNTY  
OREGON

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

none

TOTAL \$0

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_

(Specify Fund)

AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By:

Date:

Lance Duncan

5/7/1999

Department Director:

Date:

*Lance Duncan* 5/10/99

Plan / Budget Analyst:

Date:

*Chris Hays*

5-13-99

Employee Services:

Date:

*Donna Smith* 5-13-99

Board Approval:

Date:

**BUDGET MODIFICATION NO. DES99-15**

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

		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSUR	TOTAL
1.00	Facilities Services Coordinator - Multnomah Building	42,785	7,492	5,678	55,955
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
1.00	<b>TOTAL ANNUALIZED CHANGES</b>	<b>42,785</b>	<b>7,492</b>	<b>5,678</b>	<b>55,955</b>

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.)

			CURRENT YEAR			
FTE	POSITION TITLE	EXPLANATION	BASE PAY	FRINGE	INSUR	TOTAL
0.17	Facilities Svcs Coord	1.0 FTE for 2 months 1998-99	7,131	1,249	946	9,326
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
0.17	<b>TOTAL CURRENT FISCAL YEAR CHANGES</b>		<b>7,131</b>	<b>1,249</b>	<b>946</b>	<b>9,326</b>

**BUDGET MODIFICATION NO. DES99-15**

**EXPENDITURES**

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Categor	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1	DES99-15		410	030	5610			5100	526,318	533,449	7,131		Add Facilities Svcs Coordinator
2	DES99-15		410	030	5610			5500	96,977	98,226	1,249		Add Facilities Svcs Coordinator
3	DES99-15		410	030	5610			5550	74,813	75,759	946		Add Facilities Svcs Coordinator
4	DES99-15		410	030	5610			6230	70,925	73,677	2,752		Miscellaneous Supplies
5	DES99-15		410	030	5610			7150	16,454	16,780	326		Telephone
6	DES99-15		410	030	5650			6170	4,972,666	4,960,262	(12,404)		Reduce Rentals
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													
32													
33													
34													
35													
36													
37													
38													
39													
40													
41													
42													
43													
44													
45													
46													
47													
48													
											0	0	<b>GRAND TOTAL</b>

# Staff Report Supplement

To: Board of County Commissioners  
From: Lance Duncan  
Date: May 7, 1999  
Subject: Budget Modification DES99-115

---

## I. Recommendation/Action Requested

Approval of budget modification.

## II. Background/Analysis

Facilities & Property Management intends to present a professional presence to the public and tenants at the new Multnomah Building. Facilities & Property Management requests adding a Facilities Services Coordinator on permanent assignment to that location to coordinate and manage all facility-related issues including service requests pertaining to Facilities & Property Management, addressing issues relating to all common areas, assisting security personnel, and other responsibilities as further determined by the Customer Services Supervisor in conjunction with tenants. In the interim between the County's taking ownership and full occupancy, this position will also work with coordinating contractor's work related to requested tenant improvements.

## III. Financial Impact

For FY 1998-99, there is a small financial impact of approximately \$12,400. Expenditures appropriated in Property Management initially for use at the State Office Building and Solomon Building will be redirected towards these expenditures. There will be no net changes in expenditures or revenues but the result will be slightly less money carried forward in the non-departmental general fund as an offset to the COP issued for the purchase and tenant improvements of the building. For 1999-2000, these charges will be recovered through tenant reimbursements to Facilities & Property Management.

## IV. Legal Issues

No specific issues known.

## V. Controversial Issues

None known.

## VI. Link to Current County Policy

The action contemplated in this budget modification is responsive to current policy regarding appropriate classification of employees, as well as responding to the County Benchmarks of good government, and the RESULTS vision. Specifically this service is designed to support the vision so the public and tenants will receive excellent quality, customer-focused service, and Multnomah County employees will have an excellent place to work.

VII Citizen Participation

None anticipated.

VIII Other Government Participation.

None required or expected.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICES

DIVISION: N/A

CONTACT: LES WALKER

PHONE: 26777

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

KATHY TINKLE/MIKE WADDELL

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

**Budget Modification CFS13 to increase the Department's budget by \$2,314,244 by recognizing revenue to fund additional contractual service and changes to program staffing in the Behavioral Health Managed Care Fund.**

2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

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

Budget Modification CFS13 adjusts the budget in Fund 156 to reflect a net increase of \$48,612. Personal services is decreased by \$20,136 to reflect the elimination of the Medical Director position and total FTE are changed by .35 to reflect the transfer of positions between funds. Expenditure increases include \$60,648 for contracted medical director services, \$3,291 for materials & services, \$4,809 for indirect costs.

Budget Modification CFS13 adjusts the budget in Fund 395 and reflects a net change of \$2,265,632. Program changes include a net increase personal services of \$52,281, a net increase in contractual services by \$2,191,876, and \$21,475 increase in indirect costs. Additional expenditures are funded by the following: 1) \$982,119 of Title XIX premiums due to the increased number of enrollees; 2) \$419,026 beginning working capital to fund additional mental health services to Edgefield Children's Center, the Morrison Center, Serendipity, and the Parry Center; 3) \$444,080 in contributions to the Children's Partnership; 4) \$227,735 in State Mental Health dollars not previously budgeted; and 5) \$215,000 from CareOregon in payments for services. Total FTEs have increased 2.30 to assist with CAAPcare access services, member services, provider relations, and quality management.

Budget Modification CFS13 increases County General Fund Indirect Support by \$4,809 in Fund 156 and by \$21,475 in Fund 395. Service reimbursement to the General Fund increase by \$4,809 from the Fed State Fund and by \$21,475 from the Behavioral Health Managed Care Fund. Service reimbursement to the Insurance Fund increase by \$274 from the Fed/State Fund and by \$11,340 from the Behavioral Health Managed Care Fund.

3. REVENUE IMPACT

Increase Title XIX Funds due to increased premiums	982,119
Increase Beginning Working Capital	419,026
Increase Contribution to Children's Mental Health Partnership	444,080
Increase State Mental Health Grant	227,735
Increase CareOregon/ODS	215,000
Increase County General Fund Indirect Support	26,284
Increase Service Reimbursement Fed/State to General Fund	4,809
Increase Service Reimbursement BHMC to General Fund	21,475
Increase Service Reimbursement BHMC to Insurance Fund	11,340
Increase Service Reimbursement Fed/State to Insurance Fund	274
<b>TOTAL</b>	<b>2,352,142</b>

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

\_\_\_\_\_ Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_  
 (Specify Fund) AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By: Weedy Dean Date: 6/2/99  
 Plan / Budget Analyst: Michael D. Jones Date: 6/8/99  
 Board Approval: Robert C. Coaster Date: 6/8/99

Department Director: Robert Coaster Date: 6/2/99  
 Employee Services: Janif Date: 6-8-99

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
 JUN - 9 11:48 AM '99  
 OREGON



**BUDGET MODIFICATION NO. CFS13**

**REVENUES**

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1611			7601	847,412	850,703	3,291		CGF Subsidy
		156	010	1611			7601	152,860	153,221	361		CGF Indirect
											<b>3,652</b>	<b>Org 1611 Subtotal</b>
		156	010	1630			7601	1,882,966	1,923,478	40,512		CGF Subsidy
		156	010	1630			7601	262,387	266,835	4,448		CGF Indirect
											<b>44,960</b>	<b>Org 1630 Subtotal</b>
		395	010	0151			2603	141,386	191,004	49,618		Title XIX
		395	010	0151			7601	26,398	31,846	5,448		CGF Indirect
											<b>55,066</b>	<b>Org 0151 Subtotal</b>
		395	010	1620			2024	4,320	12,000	7,680		Gresham
		395	010	1620			2301	6,000	12,730	6,730		SOSCF
		395	010	1620			2602	199,265	414,265	215,000		CareOregon/ODS
		395	010	1620			2603	1,874,443	1,854,453	(19,990)		Title XIX
		395	010	1620			2605	228,351	0	(228,351)		SMHD MHS 22, 20, & 24
		395	010	1620			7601	137,679	348,999	211,320		CGF Subsidy
		395	010	1620			7601	271,855	273,867	2,012		CGF Indirect
											<b>194,401</b>	<b>Org 1620 Subtotal</b>
		395	010	1664			0500	0	419,026	419,026		BWC
		395	010	1664			2024	31,680	88,000	86,320		Gresham
		395	010	1664			2301	44,000	168,350	124,350		SOSCF
		395	010	1664			2603	16,207,510	17,160,001	952,491		Title XIX
		395	010	1664			2605	1,752,615	2,170,420	417,805		SMHD MHS 20, 24, & 37
		395	010	1664			2607	28,757	67,038	38,281		SMHD MHS 20 & 24
		395	010	1664			2766	200,145	395,145	195,000		Portland Public Schools
		395	010	1664			2791	31,680	55,680	24,000		Centennial Sch District
		395	010	1664			7601	418,185	163,062	(255,123)		CGF Subsidy
		395	010	1664			7601	136,137	150,152	14,015		CGF Indirect
											<b>2,016,165</b>	<b>Org 1664 Subtotal</b>
		100	075	7410			6602			4,809	4,809	Svs Reim F/S to Gen Fund
		100	075	7410			6602			21,475	21,475	Svs Reim BHMC to Gen Fund
		400	070	7531			6644			274	274	Svs Reim F/S to Ins Fund
		400	070	7531			6644			11,340	11,340	Svs Reim BHMC to Ins Fund
										<b>2,352,142</b>	<b>2,352,142</b>	<b>GRAND TOTAL</b>





# 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

## MEMORANDUM

TO: Board of County Commissioners

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

DATE: June 2, 1999

SUBJECT: Budget Modification CFS13

**I. RECOMMENDATION/ACTION REQUESTED:** The Department of Community and Family Services recommends the approval of Budget Modification CFS13. This modification adjusts expenditures and revenue to bring the CAAPCare budget in line with projected year-end expenditures and revenue agreements.

**II. BACKGROUND ANALYSIS:** Budget Modification CFS13 increases the Department's budget by \$2,314,244 by recognizing revenue to fund additional contractual services and changes to program staffing.

**III. FINANCIAL IMPACT:** Budget Modification CFS13 adjusts the budget for a net increase of \$32,145 in personal service expenditures to reflect the transfer of personnel between funds and the additional of 2.30 FTEs in Fund 395 for CAAPCare. Contractual services increases by \$2,191,976 to fund additional services from mental health providers. Materials & services associated with additional staff increase by \$3,281. County General Fund Indirect Support increase by \$4,809 in Fund 156 and by \$21,475 in Fund 395. Service reimbursements to the General Fund increase by \$4,809 from the Fed/State Fund and by \$21,475 from the Behavioral Health Managed Care Fund. Service reimbursement to the Insurance Fund increase by \$274 from the Fed/State Fund and by \$11,340 from the Behavioral Health Managed Care Fund.

**IV. LEGAL ISSUES:** N/A

**V. CONTROVERSIAL ISSUES:** N/A

**VI. LINK TO CURRENT COUNTY POLICY:** N/A

**VII. CITIZEN PARTICIPATIONS:** N/A

**VIII. OTHER GOVERNMENT PARTICIPATION:** N/A

**JOB DESCRIPTION  
MULTNOMAH COUNTY**

\*PLEASE READ INSTRUCTIONS BEFORE COMPLETING THIS FORM\*

**EMPLOYEE SERVICES USE ONLY**

- Supervisory Responsibility
- Classified
- Unclassified
- Represented
- Non-represented
- New  Revised
- Class Title: \_\_\_\_\_
- Position Number: \_\_\_\_\_
- Overtime: \_\_\_\_\_
- FLSA: Exempt/Non-Exempt

**SECTION 1. POSITION INFORMATION**

- a. Department Name: DCFS
- b. Work Unit/Location: Behavioral Health Managed Care, Commonwealth Bldg.
- c. Employee Name: Vacant
- d. Supervisor Name/Title: Susan Salkield, Temp. Sr. PDS, Managed Care
- e. Job Class: Health Information Specialist I
- f. Working Title: Managed Care Access and Information Specialist
- g. Phone Numbers for Supervisor/Employee: x 24432/tbd

- h. Position Type:     Permanent                       Temporary                       Oncall                       Academic Year  
                                   Full Time                               Part Time                       Intermittent                       Job Share

**SECTION 2. PROGRAM/POSITION INFORMATION**

- a. Describe the program (in which this job exists) Please include program purpose, who is effected, size, and scope. Include relationship to agency mission. You may attach a program description and mission statement if available.

Managed Care Administration is a unit of the DCFS Behavioral Health Division which is responsible for the administration of managed behavioral health care services. This program has a FY 98-99 budget of \$22.3 million, and is responsible a) under a full risk contract with the State of Oregon for the provision of all medically appropriate, managed inpatient and outpatient mental health care services to approximately 49,000 Multnomah County residents who are eligible for the Oregon Health Plan (functions include Plan administration, access and triage, member services, provider relations, systems development, utilization management and quality management), and b) under administrative services contracts with two Fully Capitated Health Plans, for the provision of all medically appropriate, managed outpatient chemical dependency services to approximately 27,000 CareOregon Members who are residents of 13 counties, and approximately 27,000 ODS members who are residents of six counties (functions include Plan administration, provider relations, system development, utilization management and quality management).

- b. Describe the purpose of this job/position (why does this position exist?)

The Managed Care Access and Information Specialist performs Behavioral Health information and referral services, eligibility determination, and service authorization for managed care programs provided through the Behavioral Health Division. Staff holding this position provide the first response to phone requests from managed care members and providers, provide information and referral services, check Oregon Health Plan and other eligibility, advise on specific programs of funding streams on the basis of eligibility information, serve as an access point for routine and urgent requests for service authorization, and issue and track service authorizations for outpatient mental health and chemical dependency services, and inpatient mental health services.

**SECTION 3. DESCRIPTION OF JOB DUTIES**

List major duties. Note percentage of time duties are performed. To add rows to the table, place cursor any where within the table, click "Table" on the tool bar, then click "Insert Rows"

%	of Time	DUTIES
40%		INFORMATION AND REFERRAL: ANSWER CALLS TO BEHAVIORAL HEALTH MANAGED CARE ACCESS PHONE LINE(S) FROM OREGON HEALTH PLAN MEMBERS, PROVIDERS, ADVOCATES, AND OTHER COMMUNITY MEMBERS. PROVIDE INFORMATION AND REFERRALS AND/OR INVESTIGATE BY CHECKING IN DHR, PARADOX, AND ODS SYSTEMS OR CALLING OTHER ENTITIES (e.g. BESTCHOICE ADMINISTRATORS, PROVIDENCE BEHAVIORAL HEALTHCARE, OMAP, OR OTHER. TRANSMIT INFORMATION BACK TO CALLER. WHEN APPROPRIATE, TRIAGE TO MEMBER SERVICES COORDINATORS OR PROVIDER REALTIONS MENTAL HEATLH CONSULTANT
40%		ELIGIBILITY DETERMINATION AND SERVICE AUTHORIZATION: RECEIVE TREATMENT AUTHORIZATION REQUESTS FOR OUTPATIENT AND INPATIENT TREATMENT, CHECK FOR COMPLETENESS AND ACCURACY, DETERMINE CLIENT ELIGIBILITY FOR BENEFITS, DETERMINE TYPE OF AUTHORIZATION TO BE ISSUED AND IF AUTHORIZATION NEEDS TO BE REVIEWED BY UTILIZATION MANAGEMENT STAFF, ISSUE AUTHORIZATION BY INPUTING INFORMATION INTO PARADOX AND ODS DATABASES, TRANSMIT INFORMMATION TO PROVIDER

10%	<u>FOLLOW-UP AND INFORMATION GATHERING:</u> FOLLOW UP COMPLEX QUESTIONS REGARDING CLAIMS PAYMENTS;OMAP ELIGIBILITY, INPATIENT ADMISSIONS AND DISCHARGES, COORDINATION WITH OTHER MENTAL HEALTH AND PHYSICAL HEALTH PLANS, AND OTHERS.
5%	<u>INFORMATION PREPARATION AND DEVELOPMENT:</u> PREPARE AND SEND WRITTEN INFORMATION TO PROVIDERS REGARDING CLIENT ELIGIBILITY, AUTHORIZATION STATUS, AND RESPONSES TO OTHER PROVIDER REQUESTS.
5%	<u>EXCEPTIONAL NEEDS CONSULTATION:</u> CONSULT WITH CLINICAL REVIEWERS IN CASES WHERE REQUEST DOES NOT FALL WITHIN USUAL PARAMETERS
100%	TOTAL

#### SECTION 4. GUIDELINES

- a. List any established guidelines used to do this job, such as state or federal laws or regulations, policies, manuals or desk procedures.

State DHR eligibility database, Medicaid statutes, OARs, State MHO Contract, Oregon Health Plan policies and procedures, internal documentation/procedures including CAAPCare Provider Manual, Procedure Manuals, mental health, chemical dependency, and other resource guides and provider information.

- b. How are these guidelines used to perform the job?

Documentation is available for reference. For practical purposes, employee must be or become familiar with a variety of information including eligibility codes, authorization types and procedures, psychiatric diagnostic codes, and all data entry screens and entry procedures used on the job in order to respond to member and provider needs quickly and know where to find complex information.

#### SECTION 5. WORK CONTACTS

With whom outside of coworkers in this work unit must this position regularly come in contact?

<u>Who Contacted</u>	<u>How</u>	<u>Purpose</u>	<u>How Often?</u>
Members and providers	phone	Respond to questions and requests for information and Referrals--daily	
Directors, financial managers, finance/ Billing staff of provider agencies	phone	Questions about authorization status, eligibility, or procedures/process--daily	
Hospital and special program Administrative staff	phone	tracking admissions and discharges, answering questions, Gathering information in complex cases to determine payment responsibility--daily	
OMAP staff	phone	Resolve problems (e.g. duplicate OHP numbers, eligibility questions, Outdated information)--several times per week	
Mental Health and chemical dependency clinical/utilization review staff	phone/person	Resolve questions about complex authorizations	

Describe the nature of any difficult interpersonal contacts encountered:

Clients call during mental health crises, may require exceptional communication skills and quick triage to Mental Health Consultant/Crisis Triage Center

Clients, providers, parents, and program staff may be demanding, upset, angry, hostile, and/or confused.

Clients/providers/parents/advocates may call with complaints about services.

Clients may have communication problems due to psychiatric disorders or other conditions.

Clients may not speak English as a primary language and require interpretation services. In this case, the staff member must initiate a conference call through the ATT language Line and respond to the clients needs using a telephone interpreter.

**SECTION 6. JOB-RELATED DECISION MAKING**

Describe the kinds of decisions likely to be made by this position. Indicate effect of these decisions where possible.

Much of this job involves the provision of information, referral to appropriate services, and triage to Provider Relations/Utilization Management, Member Services, or other. The position calls for continuous judgement in terms of whether to respond directly to the caller, gather more information, or refer to another area such as Provider Relations/Utilization Management and or Member Services. Effects of decisions include whether or not caller's needs get addressed (e.g. staff member must decide whether or not to triage call to Provider Relations Mental Health Consultant for a telephone assessment, staff member must identify when a caller should be referred to Member Services for special needs or to register a concern/complaint). In mental health emergency, staff member must maintain good communication with caller to ensure that caller does not hang up while the mental health consultant/CTC staff is being conferenced in. Staff in this job must also assess whether a request for authorization is routine and may be authorized without consultation or if the request needs to be reviewed by clinical staff. Guidelines for this process have been developed but staff must use their own judgement in identifying unusual circumstances that might not be covered by existing guidelines. Mistakes in issuing authorizations can result in claims being denied for providers and/or financial liability for plan

**SECTION 7. BUDGET AUTHORITY**

If this position has authority to commit Department operating money, indicate in what area, how much money and types of funds:

Within established protocols and procedures, issue authorization for service provision and managed care claims reimbursement.

**SECTION 8. REVIEW OF WORK**

Who reviews the work of this position? (List name, job title and position number.) How? How often? Purpose of the review?

Work is reviewed by Temporary Senior PDS (reclassification to CFS Supervisor in process) on a routine or as needed basis for work review and consultation.

**SECTION 9. – SUPERVISORY DUTIES**

Names of employees supervised:

NA

For positions you supervise. Please clarify your level of responsibility for the following decisions. Check the appropriate boxes.

Function	RESPONSIBILITY			
	Take Action/ Inform Spvr	Effectively Recommend	Provide Input	N/A
Hiring				X
Termination/Firing				x
Promotion				x
Performance Appraisal				x
Employee Discipline (suspension)				x
Assign Duties				x
Setting Goals and Objectives			x	
Grievance Handling				x
Schedule the Work			x	
Training Staff			x	

**SECTION 10.– PHYSICAL FACTORS**

Check the box that best describes the overall amount of physical effort typically required by your job. Double-click the appropriate gray box, then change the Default Value to "Checked"

- Standard** - Normally seated, standing or walking at will; normal physical ability to do some bending and light carrying.
- Restricted/Mobile** - Confined to immediate work area; can only leave work station during assigned breaks.
- Exertive** - Extensive walking, recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting of light or moderately heavy items.
- Strenuous** - Considerable and rapid physical exertion or demands on the body such as frequent climbing of tall ladders, continuous lifting of heavy objects, crouching or crawling in restricted areas; exertion requires highly intense muscular action leading to substantial muscular exhaustion.

Please identify each appropriate physical activity required in the performance of this job and indicate the relative code (see below) for each activity.

<b>Frequency Codes:</b>	I = Infrequent (less than 10%)	M = Moderate, Average (25% - 50%)
	S = Seldom, Minimal (10% - 25%)	A = Almost Always (more than 50%)

Condition	Relative Frequency			
	I	S	M	A
Heavy lifting/carrying, 45 lbs. & over	x			
Moderate lifting/carrying, 15-45 lbs.	x			
Light lifting/carrying, under 15 lbs.		x		
Pulling/Pushing		x		
Reaching		x		
Use of fingers				x
Both hands required				x
Walking		x		
Standing		x		
Sitting				x
Crawling				
Kneeling	x			
Repeated bending	x			
Climbing	x			
Operating of motorized equipment				
Ability to discharge firearms				
Speech			x	
Visual requirements	x			
- Near vision, 20 inches or less				
- Mid-range, more than 20 inches/less than 20 ft				
- Distance, 20 feet or more				
- Color, ability to identify and distinguish colors				
- Depth Perception				
Repetitive motions				x
Hearing requirements				x
Special Factors not listed:				

**SECTION 11. WORKING CONDITIONS**

Describe special working conditions, if any, that are a regular part of this job. Include items such as standing for long periods, environment if other than office, exposure to heat/health risks/violent individuals/wild animals, etc. and the frequency of exposure.

Involves extensive use of computer screens and frequent periods of repetitive motions, prolonged use of telephone handset or headset.

---

**SECTION 12. ADDITIONAL JOB-RELATED INFORMATION**

---

**COMMENTS:**

This job requires both the ability to respond helpfully to Plan members and others, a high level of tolerance for interruptions, an ability to switch back and forth quickly between telephone response and data entry, and an exceptional level of accuracy in data entry. The unit is under contractual timelines for authorization turnaround. Employees must be able to prioritize work and deal with a high level of activity.

**SPECIAL RECRUITING REQUIREMENTS:**

- Must have good judgement and ability to apply guidelines/recognize exceptions
- Must have excellent communication skills, including ability to deal with people in distress.
- Must be able to grasp and learn Oregon Health Plan eligibility, enrollment and benefits policies and procedures.
- Requires a calm, diplomatic, and customer-friendly manner.
- Must be able to work under pressure.
- Must have very high accuracy rate in data input.
- Must have data entry experience and be able to learn new systems in a relatively short time.
- Must be able to work closely with other staff in a high pressure environment.

---

**ORGANIZATIONAL CHART**

Attach a current organizational chart. See instructions for detail to be included on the chart.

---

**SIGNATURES:**

_____	_____	<i>Sam Schiell</i>	<i>2/4/99</i>
Employee Signature	Date	Supervisor Signature	Date
_____	_____		
Appointing Authority Signature	Date		

Deb: MYDOC\JOBDESCRIPTNEW.DOC

**JOB DESCRIPTION  
MULTNOMAH COUNTY**

\*PLEASE READ INSTRUCTIONS BEFORE COMPLETING THIS FORM\*

EMPLOYEE SERVICES USE ONLY

- Supervisory Responsibility
- Classified
- Unclassified
- Represented
- Non-represented
- New  Revised

Class Title: \_\_\_\_\_  
Position Number: \_\_\_\_\_

Overtime: \_\_\_\_\_  
FLSA: Exempt/Non-Exempt \_\_\_\_\_

**SECTION 1. POSITION INFORMATION**

- a. Department Name: DCFS
- b. Work Unit/Location: Behavioral Health Managed Care, Commonwealth Bldg.
- c. Employee Name: Vacant
- d. Supervisor Name/Title: Vacant, Managed Care Supervisor for Member and Provider Relations
- e. Job Class: Mental Health Consultant
- f. Working Title: Managed Care Mental Health Consultant
- g. Phone Numbers for Supervisor/Employee: x TBD/TBD

- h. Position Type:    Permanent                    Temporary                    Oncall                    Academic Year  
                           Full Time                    Part Time                    Intermittent            Job Share

**SECTION 2. PROGRAM/POSITION INFORMATION**

- a. Describe the program (in which this job exists) Please include program purpose, who is effected, size, and scope. Include relationship to agency mission. You may attach a program description and mission statement if available.

Managed Care Administration is a unit of the DCFS Behavioral Health Division that is responsible for the administration of managed behavioral health care services. This program has a FY 98-99 budget of \$22.3 million, and is responsible a) under a full risk contract with the State of Oregon for the provision of all medically appropriate, managed inpatient and outpatient mental health care services to approximately 49,000 Multnomah County residents who are eligible for the Oregon Health Plan (functions include Plan administration, access and triage, member services, provider relations, systems development, utilization management and quality management), and b) under administrative services contracts with two Fully Capitated Health Plans, for the provision of all medically appropriate, managed outpatient chemical dependency services to approximately 27,000 CareOregon Members who are residents of 13 counties, and approximately 27,000 ODS members who are residents of six counties (functions include Plan administration, provider relations, system development, utilization management and quality management).

- b. Describe the purpose of this job/position (why does this position exist?)

The Managed Care Mental Health Consultant is part of the Member and Provider Relations Team, and performs three major functions - member access and triage services, provider relations services and utilization management - for managed care programs operated through the Behavioral Health Division. 1) Staff in this position provide complex mental health access, information and referral services, crisis intervention and triage services and short term care coordination and follow up services for members of CAAPCare, CAAPCare Plus and the Children's Mental Health Partnership who telephone or walk -in. 2) The Managed Care Mental Health Consultant also performs a variety of provider relations services - including provision of information, advice, consultation and technical assistance, responding to complex questions regarding managed mental health benefits and services and acting as liaison to designated inpatient or outpatient providers and provider groups - for internal staff and external contractors who are providing or wish to provide mental health services to members of CAAPCare, CAAPCare Plus or the Children's Mental Health Partnership. 3) Finally, staff in this position perform service authorization and utilization management functions through prospective, concurrent and retrospective clinical reviews of acute, sub-acute, residential, day hospital, day treatment, crisis and other system-wide, specialty and general outpatient mental health services which are provided to adults or children who are members of CAAPCare, CAAPCare Plus or the Children's Mental Health Partnership.

**SECTION 3. DESCRIPTION OF JOB DUTIES**

List major duties. Note percentage of time duties are performed. To add rows to the table, place cursor any where within the table, click "Table" on the tool bar, then click "Insert Rows"

% of Time	DUTIES
30%	MEMBER ACCESS AND TRAIAGE SERVICES: PROVIDE COMPLEX MENTAL HEALTH ACCESS, INFORMATION AND REFERRAL SERVICES FOR MEMBERS/OTHER PERSONS WHO ARE SEEKING SERVICES OR AVOCATES/MEMBER REPRESENTATIVES/ PROVIDERS WHO ARE SEEKING SERVICES ON BEHALF OF MEMBERS; RESPOND TO COMPLEX REQUESTS FROM MEMBERS REGARDING POLICIES, PROCEDURES, PAYMENTS, AND SERVICE AVAILABILITY; PROVIDE CRISIS INTERVENTION AND TRIAGE SERVICES FOR MEMBERS/FAMILIES/OTHERS CALLING DURING MENTAL HEALTH EMERGENCIES.

15%	<b>SHORT TERM CARE COORDINATION AND FOLLOW-UP:</b> UPON MEMBER/PHYSICIAN/PROVIDER REQUEST, LOCATE AND ARRANGE FOR SPECIALITY SERVICES WHICH CANNOT BE PROVIDED THROUGH PARTICIPATING PROVIDER PANEL; PROVIDE SHORT TERM CARE COORDINATION SERVICES FOR MEMBERS WITH URGENT AND/OR COMPLEX NEEDS; FOLLOW-UP TO ENSURE SERVICE APPROPRIATENESS; MAKE LONG TERM CARE PLACEMENT DETERMINATIONS FOR PERSONS REQUIRING STATE HOSPITALIZATION.
20%	<b>PROVIDER RELATIONS:</b> PROVIDE INFORMATION, ADVICE, CLINICAL CONSULTATION AND TECHNICAL ASSISTANCE TO PROVIDERS, INTERNAL STAFF, STAFF OF ALLIED AGENCIES, AND COMMUNITY MEMBERS INCLUDING INDIVIDUALS WHO WOULD LIKE TO BECOME PARTICIPATING OR NON-PARTICIPATING PROVIDERS; RESPOND TO COMPLEX REQUESTS FROM PROVIDERS REGARDING POLICIES, PROCEDURES, RATES, PAYMENTS, AND SERVICE AVAILABILITY; PROVIDE LIAISON TO DESIGNATED INPATIENT OR OUTPATIENT PROVIDERS AND PROVIDER GROUPS.
35%	<b>SERVICE AUTHORIZATION AND UTILIZATION MANAGEMENT:</b> REVIEW REQUESTS FOR AUTHORIZATION OF ACUTE, SUBACUTE, RESIDENTIAL, DAY HOSPITAL, DAY TREATMENT, CRISIS AND OTHER SYSTEM-WIDE, SPECIALTY AND GENERAL OUTPATIENT MENTAL HEALTH SERVICES; CONTACT SERVICE PROVIDERS FOR ADDITIONAL INFORMATION IF NEEDED; PERFORM PROSPECTIVE, CONCURRENT AND RETROSPECTIVE CLINICAL REVIEWS OF SERVICES PROVIDED TO ADULTS OR CHILDREN TO DETERMINE MEDICAL APPROPRIATENESS OF SERVICES AND TO EVALUATE OUTCOMES OF TREATMENT INTERVENTIONS; DETERMINE APPROPRIATENESS OF TYPE AND AMOUNT OF INITIAL AND CONTINUING SERVICES TO BE PROVIDED; AUTHORIZE, MODIFY, OR DENY REQUEST; RECORD CLINICAL RATIONALE, COMMUNICATE PERTINENT INFORMATION TO PROVIDER.
100%	<b>TOTAL</b>

#### SECTION 4. GUIDELINES

a. List any established guidelines used to do this job, such as state or federal laws or regulations, policies, manuals or desk procedures.

OARs, DHR Oregon Health Plan eligibility data, Medicaid statutes, State MHO Contract, Oregon Health Plan policies and procedures, internal documentation/procedures including CAAPCare Provider Manual, Procedure Manuals, mental health, chemical dependency, and other resource guides and provider information.

b. How are these guidelines used to perform the job?

Documentation is available for reference. For practical purposes, employee must be or become familiar with a variety of information sources, including eligibility codes, authorization types and procedures, psychiatric diagnostic codes, and all data entry screens and entry procedures used on the job.

#### SECTION 5. WORK CONTACTS

With whom outside of coworkers in this work unit must this position regularly come in contact?

<u>Who Contacted</u>	<u>How</u>	<u>Purpose</u>	<u>How Often?</u>
CAAPCare Members	phone	Respond to requests, crises, urgent mental health needs, questions, and information needs—daily	
Staff of Mental Health Provider agencies	phone/ In person	respond to questions, needs for information, procedural issues, requests for authorization, care coordination issues, resolution of complex authorization questions, and needs for urgent/emergency/complex services for clients--daily	
Directors, financial managers, finance/ Billing staff of provider agencies	phone	Questions about authorization status, eligibility, or procedures/processes—daily	
Hospital and special program administrative staff	phone	tracking admissions and discharges, answering questions, care coordination in emergency/complex cases--daily	
OMAP/MHDDSD staff	phone	Resolve problems, initiate referrals for Extended Care or other services coordination through OMAP or MHDDSD—varies, several times per month	

Describe the nature of any difficult interpersonal contacts encountered:

Callers/walk-in clients may be experiencing mental health emergencies.

Clients, providers, parents, and staff of ancillary agencies may be demanding, upset, angry, and/or hostile.

Clients/providers/parents/advocates may call with complaints about services.

Clients may have communication problems due to psychiatric disorders or other conditions.

Clients may not speak English as a primary language and require interpretation services. In this case, the staff member must initiate a conference call through the ATT language Line and respond to the clients needs using a telephone interpreter.

---

**SECTION 6. JOB-RELATED DECISION MAKING**

Describe the kinds of decisions likely to be made by this position. Indicate effect of these decisions where possible.

Decisions regarding service authorization, modification of requested amount or type of authorization, or possible denial of authorization request, with consultation from Managed Care Supervisor and/or Medical Director, as appropriate.

Decisions regarding handling and disposition of urgent and/or complex requests for services

Decisions regarding implementation of policies and procedures for referrals, service authorizations, and problem resolution.

---

**SECTION 7. BUDGET AUTHORITY**

If this position has authority to commit Department operating money, indicate in what area, how much money and types of funds:

Within clinical parameters, staff members in this position have the authority to authorize capitated and other funds (County and State General Funds administered through the managed care program) based on requests for service authorizations. Amounts requested for each authorization varies but may be several thousands of dollars per client per year.

---

**SECTION 8. REVIEW OF WORK**

Who reviews the work of this position? (List name, job title and position number.) How? How often? Purpose of the review?

Clinical supervision will be provided through daily supervision by the Managed Care Supervisor for Member and Provider Relations (vacant), augmented by regular meetings with the Behavioral Health Division Medical Director. Until that Supervisor position is filled, administrative supervision is provided by the Managed Care Supervisor for Operations and Quality Management (Temporary Senior PDS with reclassification to CFS Supervisor in process) on a routine or as needed basis for work review and consultation.

---

**SECTION 9. – SUPERVISORY DUTIES**

Names of employees supervised:

NA

---

For positions you supervise. Please clarify your level of responsibility for the following decisions. Check the appropriate boxes.

Function	RESPONSIBILITY			
	Take Action/ Inform Spvr	Effectively Recommend	Provide Input	N/A
Hiring				X
Termination/Firing				x
Promotion				x
Performance Appraisal				x
Employee Discipline (suspension)				x
Assign Duties				x

Setting Goals and Objectives			x	
Grievance Handling				x
Schedule the Work			x	
Training Staff			x	

**SECTION 10.- PHYSICAL FACTORS**

Check the box that best describes the overall amount of physical effort typically required by your job. Double-click the appropriate gray box, then change the Default Value to "Checked"

- Standard** - Normally seated, standing or walking at will; normal physical ability to do some bending and light carrying.
- Restricted/Mobile** - Confined to immediate work area; can only leave work station during assigned breaks.
- Exertive** - Extensive walking, recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting of light or moderately heavy items.
- Strenuous** - Considerable and rapid physical exertion or demands on the body such as frequent climbing of tall ladders, continuous lifting of heavy objects, crouching or crawling in restricted areas; exertion requires highly intense muscular action leading to substantial muscular exhaustion.

Please identify each appropriate physical activity required in the performance of this job and indicate the relative code (see below) for each activity.

<b>Frequency Codes:</b>	I = Infrequent (less than 10%) S = Seldom, Minimal (10% - 25%)	M = Moderate, Average (25% - 50%) A = Almost Always (more than 50%)
-------------------------	---	--

Condition	Relative Frequency			
	I	S	M	A
Heavy lifting/carrying, 45 lbs. & over	x			
Moderate lifting/carrying, 15-45 lbs.	x			
Light lifting/carrying, under 15 lbs.		x		
Pulling/Pushing		x		
Reaching		x		
Use of fingers				x
Both hands required				x
Walking		x		
Standing		x		
Sitting				x
Crawling				
Kneeling	x			
Repeated bending	x			
Climbing	x			
Operating of motorized equipment				
Ability to discharge firearms				
Speech			x	
Visual requirements	x			
- Near vision, 20 inches or less				
- Mid-range, more than 20 inches/less than 20 ft				
- Distance, 20 feet or more				
- Color, ability to identify and distinguish colors				
- Depth Perception				
Repetitive motions				x
Hearing requirements				x
Special Factors not listed:				

**SECTION 11. WORKING CONDITIONS**

Describe special working conditions, if any, that are a regular part of this job. Include items such as standing for long periods, environment if other than office, exposure to heat/health risks/violent individuals/wild animals, etc. and the frequency of exposure.

Involves extensive use of computer screens and frequent periods of repetitive motions, prolonged use of telephone handset or headset.

---

**SECTION 12. ADDITIONAL JOB-RELATED INFORMATION**

**COMMENTS:**

**SPECIAL RECRUITING REQUIREMENTS:**

- Must have good judgement and ability to apply guidelines/recognize exceptions
- Must have excellent communication skills, including ability to deal with people in distress.
- Must be able to grasp and learn Oregon Health Plan eligibility, enrollment and benefits policies and procedures.
- Requires a calm, diplomatic, and customer-friendly manner.
- Must be able to work under pressure.
- Must have good working knowledge of mental health resources.
- Must have working knowledge of community practice standards and ability to apply clinical guidelines.
- Must be able to work closely with other staff in a high-pressure environment.
- Must have knowledge of adult and/or children's mental health resources and services in Multnomah County
- Must be a Qualified Mental Health Professional; appropriate clinical licensure strongly preferred

---

**ORGANIZATIONAL CHART**

Attach a current organizational chart. See instructions for detail to be included on the chart.

---

**SIGNATURES:**

_____ Employee Signature	_____ Date	_____ Supervisor Signature	_____ Date
_____ Appointing Authority Signature	_____ Date		

**JOB DESCRIPTION  
MULTNOMAH COUNTY**

*\*PLEASE READ INSTRUCTIONS BEFORE COMPLETING THIS FORM\**

<b>EMPLOYEE SERVICES USE ONLY</b>	
<input type="checkbox"/>	Supervisory Responsibility
<input type="checkbox"/>	Classified
<input type="checkbox"/>	Unclassified
<input type="checkbox"/>	Represented
<input type="checkbox"/>	Non-represented
<input type="checkbox"/>	New <input type="checkbox"/> Revised
Class Title: _____	
Position Number: _____	
Overtime: _____	
FLSA: Exempt / Non-Exempt	

**SECTION 1. POSITION INFORMATION**

- a. Department Name: DCFS
- b. Work Unit/Location: Commonwealth
- c. Employee Name: vacant
- d. Supervisor Name/Title: Susan Salkield, Temporary Senior Program Development Specialist
- e. Proposed Job Class: PDT
- f. Working Title: Program Development Technician
- g. Phone Numbers for Supervisor/Employee: 24432/TBA

- h. Position Type:     Permanent                       Temporary                       Oncall                       Academic Year  
                                   Full Time                                       Part Time                                       Intermittent                                       Job Share

**SECTION 2. PROGRAM/POSITION INFORMATION**

- a. **Describe the program** (in which this job exists) Please include program purpose, who is effected, size, and scope. Include relationship to agency mission. **You may attach a program description and mission statement if available.**

Managed Care Administration is a unit of the DCFS Behavioral Health Division which is responsible for the administration of managed behavioral health care services. This program has a FY 98-99 budget of \$22.3 million, and is responsible a) under a full risk contract with the State of Oregon for the provision of all medically appropriate, managed inpatient and outpatient mental health care services to approximately 49,000 Multnomah County residents who are eligible for the Oregon Health Plan (functions include Plan administration, access and triage, member services, provider relations, systems development, utilization management and quality management), and b) under administrative services contracts with two Fully Capitated Health Plans, for the provision of all medically appropriate, managed outpatient chemical dependency services to approximately 27,000 CareOregon Members who are residents of 13 counties, and approximately 27,000 ODS members who are residents of six counties (functions include Plan administration, provider relations, system development, utilization management and quality management).

- b. **Describe the purpose of this job/position (why does this position exist?)**

To collect and analyze data and prepare reports regarding member demographics and needs, utilization management, quality management, provider credentialing, and other areas required to administer and meet the Division's contractual obligations as a Mental Health Organization under the Oregon Health Plan and an Administrative Service Organization for two Fully Capitated Health Plans. The Program Development Technician may also perform a variety of functions related to managed care operations including processing authorization and payment requests, developing databases for tracking purposes, or providing technical assistance, particularly in the area of data management and software operation, to program and other staff.

**SECTION 3. DESCRIPTION OF JOB DUTIES**

List major duties. Note percentage of time duties are performed.

% of Time	DUTIES

- 10% Contact provider agencies and practitioners to collect data or arrange for data collection processes
- 30% Compile and enter information and data
- 10% Investigate and resolve data inconsistencies
- 20% Develop, update, maintain, and operate computerized databases or management information systems.
- 30% Analyze data and prepare reports for managers, internal committees, sub-contract Networks and providers, advisory groups, and related entities.

---

**100% TOTAL**

---

**SECTION 4. GUIDELINES**

a. List any established guidelines used to do this job, such as state or federal laws or regulations, policies, manuals or desk procedures.

Managed Care procedure manuals; OARS; State MHO contract and Oregon Health Plan regulations; CAAPCare, CareOregon, and O.D.S. utilization management and quality management guidelines and plans.

b. How are these guidelines used to perform the job?

To establish reporting methods, responsibilities, elements, and timelines.

To establish information collection procedures.

To establish fiscal and data tracking processes.

To administer operational processes of the managed care plan, e.g. processing requests for authorization, requests for provider payments.

---

**SECTION 5. WORK CONTACTS**

With whom outside of coworkers in this work unit must this position regularly come in contact?

<u>Who Contacted</u>	<u>How</u>	<u>Purpose</u>	<u>How Often?</u>
Contracted Network, agency, and Individual providers, managers, Fiscal representatives, and MIS staff	phone/person E-Mail	Information collection, respond to inquires, provide information, Resolve problems	daily/several x week
BHS managers/administrators	phone/person/ E-Mail	provide information and reports, resolve problems	daily/several x week
DCFS Fiscal managers and staff	phone/person/ E-Mail	provide information and resolve problems	daily/several x week
Staff of other units (e.g. clinical Records, clinical staff)	phone/person/ E-Mail	provide information, resolve problems, Provide technical assistance	daily/several x week

Describe the nature of any difficult interpersonal contacts encountered:

Extensive contacts with provider agencies regarding funding and payment issues. Provider administrators/staff may be angry, upset, or confused about data requirements or payments.

Contacts with Information Services, computer, and telecommunications personnel to resolve urgent problems or breakdowns may require good interpersonal and negotiating skills.

Administrators/staff of provider agencies may require high levels of technical assistance regarding data elements, formats, and reporting procedures.

---

**SECTION 6. JOB-RELATED DECISION MAKING**

Describe the kinds of decisions likely to be made by this position. Indicate effect of these decisions where possible.

Decisions about methods for data collection, storage, and analysis affect quality, completeness, and accuracy of data and accuracy of provider payments.

Judgement is involved in processing provider payments, e.g. applying guidelines and identifying exceptions that should be referred supervisor. Mistakes can result in incorrect or inconsistent payments.

---

**SECTION 7. BUDGET AUTHORITY**

If this position has authority to commit Department operating money, indicate in what area, how much money and types of funds:

Processes requests for provider payments. Inaccurate data input, processing, or reporting could result in incorrect payments being made to providers.

---

**SECTION 8. REVIEW OF WORK**

Who reviews the work of this position? (List name, job title and position number.) How? How often? Purpose of the review?

Work is reviewed by Temporary Senior PDS (reclassification to CFS Supervisor in process) on a routine or as needed basis for work review and consultation.

---

**SECTION 9. – SUPERVISORY DUTIES**

Names of employees supervised:  
NA

---

For positions you supervise. Please clarify your level of responsibility for the following decisions. Check the appropriate boxes.

Function	RESPONSIBILITY			
	Take Action/ Inform Spvr	Effectively Recommend	Provide Input	N/A
Hiring				x
Termination/Firing				x
Promotion				x
Performance Appraisal				x
Employee Discipline (suspension)				x
Assign Duties				x
Setting Goals and Objectives				x
Grievance Handling				x
Schedule the Work				x
Training Staff				x

---

**SECTION 10.– PHYSICAL FACTORS**

Check the box that best describes the overall amount of physical effort typically required by your job.

**Standard** Normally seated, standing or walking at will; normal physical ability to do some bending and light carrying.

- Restricted/Mobile** Confined to immediate work area; can only leave work station during assigned breaks.
- Exertive** Extensive walking, recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting of light or moderately heavy items.
- Strenuous** Considerable and rapid physical exertion or demands on the body such as frequent climbing of tall ladders, continuous lifting of heavy objects, crouching or crawling in restricted areas; exertion requires highly intense muscular action leading to substantial muscular exhaustion.

Please identify each appropriate **physical activity** required in the performance of this job and indicate the relative code (see below) for each activity.

<b>Frequency Codes:</b>	I = Infrequent (less than 10%) S = Seldom, Minimal (10% - 25%)	M = Moderate, Average (25% - 50%) A = Almost Always (more than 50%)
-------------------------	---	--

Condition	Relative Frequency			
	I	S	M	A
Heavy lifting/carrying, 45 lbs. & over	x			
Moderate lifting/carrying, 15-45 lbs.	x			
Light lifting/carrying, under 15 lbs.	x			
Pulling/Pushing	x			
Reaching	x			
Use of fingers				x
Both hands required				x
Walking		x		
Standing		x		
Sitting				x
Crawling	x			
Kneeling	x			
Repeated bending	x			
Climbing	x			
Operating of motorized equipment	NA			
Ability to discharge firearms	NA			
Speech			x	
Visual requirements				x
Near vision, 20 inches or less				x
Mid-range, more than 20 inches/less than 20 ft	x			
Distance, 20 feet or more				x
Color, ability to identify and distinguish colors				
Depth Perception	x			
Repetitive motions				x
Hearing requirements				x
Special Factors not listed:				

**SECTION 11. WORKING CONDITIONS**

Describe special working conditions, if any, that are a regular part of this job. Include items such as standing for long periods, environment if other than office, exposure to heat/health risks/violent individuals/wild animals, etc. and the frequency of exposure.

---

**SECTION 12. ADDITIONAL JOB-RELATED INFORMATION**

**COMMENTS:**

**SPECIAL RECRUITING REQUIREMENTS:**

---

**ORGANIZATIONAL CHART**

Attach a current organizational chart. See instructions for detail to be included on the chart.

---

**SIGNATURES:**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

*S. S. Sullivan* 2/5/99  
\_\_\_\_\_  
Supervisor Signature      Date

\_\_\_\_\_  
Appointing Authority Signature

\_\_\_\_\_  
Date



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DIANE LINN  
SERENA CRUZ  
LISA NAITO  
SHARRON KELLEY

BUDGET & QUALITY  
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: Mike Jaspin, Budget Analyst   
DATE: June 8, 1999  
SUBJECT: Supplemental Budget for Department of Community and Family Services Budget Modification CFS 13

A portion of Budget Modification CFS 13 requires a 'supplemental budget' because it recognizes an additional \$419,026 of beginning working capital (BWC) in the Behavioral Health Managed Care Fund to fund additional mental service appropriations. The BWC being recognized was originally received as State Mental Health funding. Typically, these funds may be appropriated without a supplemental budget because they are transferred to the County in trust for a specific purpose. However, because the funds are being spent in a fiscal year other than when they were received and from BWC, a supplemental budget is required.

Because the additional appropriation is for less than 10% of the fund, the supplemental budget process is rather simple and very similar to a standard budget modification. The most notable difference is that a notice that the County intends to adopt the supplemental budget must be published not less than seven days before the meeting. This requirement will be satisfied via a notice that will be run in the *Oregonian* on Thursday, June 10, 1999.

For the Board's reference, the Behavioral Health Managed Care Fund has approximately \$2.7 million of BWC. The majority of this is from State Mental Health capitation revenue (e.g., Title XIX), although a portion of it is the result of interest that has accrued over a period of several years. The \$419,026 being appropriated will be spent for services at Edgefield Children's Center, the Morrison Center, Serendipity, and the Parry Center, and other mental health providers, and paid on a fee-for-service basis; consequently, there may be portions unspent this year depending on overall demand for services and accrual at year-end. Any funds unspent will become part of next year's beginning working capital, as these resources are dedicated State Mental Health revenues.

BUDGET MODIFICATION NO.

ADS #3

(For Clerk's Use) Meeting Date JUN 17 1999

Agenda No. R-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT AGING AND DISABILITY SERVICES DIVISION
CONTACT Don Carlson TELEPHONE 248-3764
\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Don Carlson

SUGGESTED

AGENDA TITLE

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

Budget Modification to recognize unspent Federal and State revenue from the previous fiscal year, unbudgeted local revenue and recently awarded Federal grants and to authorize various expenditures including additional in-home, transportation and legal services, a Medicare information and assistance pilot project and a pre-admission screening program.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This Bud Mod requests additional funding authority in the amount of \$125,600 for additional in-home services; \$41,510 for additional transportation and legal services; \$75,000 for a Medicare information and assistance pilot project; \$9,720 for pre-admission screening services and \$3,024 for Indirect charges.

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

This Bud Mod increases the Older American Act Title IIID revenue by \$32,497, the OAA Title IIIC-1 revenue by \$31,439, the Administration on Aging revenue by \$75,000, the Oregon Project Independence revenue by \$93,103, the City of Portland revenue by \$12,815 and Miscellaneous revenue by \$10,000.

4. CONTINGENCY STATUS (to be completed by Budget & Quality)

GENERAL Fund Contingency before this modification 6/9/99 \$ 2,921,797 -
Date After this modification \$ 2,924,821 -

Originated By [Signature] Date 6/9/99 Department Director [Signature] Date 6/9/99
Plan/Budget Analyst [Signature] Date 6/9/99 Employee Services [Signature] Date 6/9/99
Board Approval [Signature] Date 6/17/99

**BUDGET MODIFICATION NO. ADS #3**

Expenditure

Transaction E (X)

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

ACCOUNTING PERIOD: \_\_\_\_\_

BUDGET FY: FY 98-99

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
<b>Materials and Services -- Pass-Through Contractual Services</b>										
156	11	1790			6060	635,360	760,960	125,600		In-Home Services
156	11	1840			6060	1,388,733	1,430,243	41,510		Area-Wide Contracts
156	11	1751			6060	221,265	246,265	25,000		Medicare I & A Grant
									<b>192,110</b>	
<b>Materials and Services -- Professional Services</b>										
156	11	1750			6110	151,745	201,745	50,000		Medicare I & A Grant
									<b>50,000</b>	
<b>Materials and Services -- Supplies</b>										
156	11	1915			6230	8,992	18,720	9,728		Private Admission Assesments
									<b>9,720</b>	
<b>Materials and Services -- Indirect Costs</b>										
156	11	1750			7100	44,066	46,818	2,752		Indirect Rate of 2.8% & 0.7%
156	11	1915			7100	37,638	37,910	272		Indirect Rate of 2.8%
									<b>3,024</b>	
									<b>TOTAL</b>	<b>254,854</b>

**BUDGET MODIFICATION NO. ADS #3**

Revenue

Transaction R (X)      TRANSACTION DATE: \_\_\_\_\_      ACCOUNTING PERIOD: \_\_\_\_\_      BUDGET FY: 98-99

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
156	11	1750			2063	22,231	54,728	32,497		OAA Title IIID
156	11	1750			2065	354,715	386,154	31,439		OAA Title IIIC-1
156	11	1750			2078	0	75,000	75,000		Administration on Aging
156	11	1750			2387	1,031,732	1,124,835	93,103		Oregon Project Independence
156	11	1750			2773	377,000	389,815	12,815		City of Portland
156	11	1915			4900	2,500	12,500	10,000		Misc. Revenue (HCFA Grant)
								<b>TOTAL</b>	<b>254,854</b>	

**BUDGET MODIFICATION NO. ADS #3**

**REVENUES**

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1			100	075	7410			6602			3,024		Indirect
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													
32													
33													
34													
35													
36													
37													
38													
39													
40													
41													
42													
43													
44													
45													
46													
47													
48													
												3,024	<b>GRAND TOTAL</b>

**BUDGET MODIFICATION NO. ADS #3**

**EXPENDITURES**

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1			100	075	9120			7700			3,024		Increased Conting. from indirect
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													
32													
33													
34													
35													
36													
37													
38													
39													
40													
41													
42													
43													
44													
45													
46													
47													
48													
												3,024	GRAND TOTAL



# MULTNOMAH COUNTY OREGON

AGING AND DISABILITY SERVICES  
AREA AGENCY ON AGING  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204-2220  
HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620  
TTY: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

Date: June 9, 1999

To: Board of County Commissioners

From: Jim McConnell *JM by JEL*

Re: Aging and Disability Services Department Budget Modification #3

I. Recommendation / Action Requested:

The Department requests approval of ADS Budget Modification #3 as explained in this Staff Report.

II. Background / Analysis:

This requested Budget Modification recognize as revenue and programs for expenditure funds from a variety of sources including unspent Federal and State funds from the prior fiscal year, Federal grant funds received during this fiscal year and local funds from the City of Portland.

ADS receives most of its funding (approximately 88%) from sources other than Multnomah County. Most of ADS revenue comes from three sources through the State of Oregon. The major source is Title XIX Medicaid funds and the other two sources are Federal Older Americans Act (OAA) and State Oregon Project Independence (OPI) funds. The State budgets these funds on a biennium basis. The unspent funds can be utilized from one fiscal year to the next during the biennium. ADS Bud Mods #1 and #2 dealt primarily with recognizing unspent Title XIX Medicaid funds. This Bud Mod deals primarily with unspent OAA and OPI funds. Other funds requested to be recognized include a Federal Administration on Aging grant, a Federal Health Care Finance Administration (HCFA) grant and unspent resources from the City of Portland. This Bud Mod recognizes receipt of \$254,854 of the above-described revenue and programs for expenditure an equal amount as described below in this Staff Report.

The expenditure requests in this Bud Mod cover a variety of organizational units and purposes as described below.

**Materials and Services -- Pass-Through Contractual Services**

This Bud Mod requests an additional \$192,110 of funding authority for several programs where ADS passes resources through to another agency via a contract for services. Included are \$125,600 for In-Home provider services, \$41,510 for additional transportation and legal services

and \$25,000 to be passed through to Clackamas County which has joined ADS in a Medicare Information and Assistance pilot project funded by a grant from the Administration on Aging.

**Materials and Services – Professional Services**

The Bud Mod requests an additional \$50,000 of funding authority for professional services to carry out the ADS part of the joint Medicare Information and Assistance pilot project.

**Materials and Services – Supplies**

The Bud Mod requests an additional \$9720 of funding authority to conduct a pre-admission screening program at the Nursing Facility funded by the State through a Federal HCFA grant.

**Materials and Services – Indirect Costs**

The Bud Mod requests an additional \$3,024 in funding authority for the indirect costs associated with the appropriate expenditures included in the Bud Mod. The expenditure will go to the General Fund to pay for the additional central support service costs associated with the increased program expenditures.

III. Financial Impact:

This request adds \$254,854 to the ADS expenditure authority in the State and Federal Fund. The Bud Mod also increases the budgeted amount of revenue in various revenue accounts to match the total amount of expenditure authority. This request also increases the revenue and expenditure in the General Fund by \$3,024 to account for the Indirect charges to the ADS expenditures the State and Federal Fund.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

The Bud Mod is consistent with current County financial policies and carries out the ADS mission, purpose and programs included in the current year Adopted Budget.

VII. Citizen Participation:

The Bud Mod is consistent with the Adopted Budget as recommended by the Elders in Action and the Disability Services Advisory Council.

VIII. Other Government Participation:

The State of Oregon and the City of Portland have allocated funds to the Department, which has facilitated this request.

**SPEAKER SIGN UP CARDS**

DATE 6/17/99

NAME Frank Bird

ADDRESS NW Portland

PHONE R-10

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC

GIVE TO BOARD CLERK

MEETING DATE: JUN 17 1999  
AGENDA NO: R-10  
ESTIMATED START TIME: 10:20

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution authorizing the Chair to sign an option to purchase of property at 2234 and 2256 NW Lovejoy Street for a branch library

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: June 17, 1999  
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Non-departmental DIVISION: Commissioner Linn

CONTACT: Ramsay Weit TELEPHONE #: 248-5137  
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Linn, Bob Oberst, June Mikkelsen

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Resolution authorizing the Chair to sign an option to purchase of property at 2234 and 2256 NW Lovejoy Street for a branch library

6/17/99 original options to Bob Oberst, copies of  
SIGNATURES REQUIRED: All to Bob Oberst, Matt Ryan,  
June Mikkelsen & Co Linn

ELECTED OFFICIAL: June Mikkelsen  
(OR)  
DEPARTMENT  
MANAGER:

CLERK OF COUNTY COMMISSIONERS  
JUN 17 1999 10:51 AM  
CLERK OF COUNTY COMMISSIONERS  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



**Diane Linn, Multnomah County Commissioner**  
DISTRICT ONE

## SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners  
FROM: Commissioner Linn  
DATE: June 8, 1999  
RE: Option on property for northwest library

1. Recommendation/Action Requested:

-----Authorization for the Chair to execute documents to enter into an option agreement to purchase property for an amount not to exceed \$560,000 on which the County intends to build a new northwest Portland branch library.

2. Background/Analysis:

-----Legacy Health Systems has property available for sale in northwest Portland, on the proposed streetcar line, an attractive location for a library branch which has been discussed for some years without finding a suitable site. Current expectations are to include housing as part of the project to present a model mixed-use facility. The purchase price shall not exceed \$560,000. The Board is asked to authorize the signing of a 180-day option to allow due diligence to proceed in order to assure that the purchase is prudent.

3. Financial Impact:

-----The consideration for the option is minimal (\$10). The purchase price will not exceed \$560,000, and the exact figure will depend on the necessity for demolition and the allocation of those costs between buyer and seller.



4.           Legal Issues:  
-----None identified to date but due diligence is designed to discover any.
  
5.           Controversial Issues:  
-----None identified to date, subject to due diligence.
  
6.           Link to Current County Policies:  
-----Consistent with the County's emphasis on minimizing transportation costs and promoting mixed-use by siting a library on the streetcar line and proposing to build housing as part of the project.
  
7.           Citizen Participation:  
-----The Northwest neighborhood will be integrally involved in the design and development of the project. A meeting has been set for July 12, 1999 to review the possibilities and establish a working advisory group.
  
8.           Other Government Participation:  
-----The City of Portland is supportive of the project as transit-friendly, and the Portland Development Commission will likely be a partner in project design and financing. The Oregon Department of Housing and Community Services has expressed interest in the proposal as a potential model for a mixed-use concept.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 99-114**

Authorizing the Chair to Sign an Option to Purchase Property at 2234 and 2256  
NW Lovejoy Street for a Branch Library

The Multnomah County Board of Commissioners Finds:

- a. Legacy Health Systems is willing to sell property to Multnomah County located at 2234 and 2256 NW Lovejoy Street in Northwest Portland on the proposed streetcar line and in an area appropriate for a branch library to serve residents of Northwest Portland.
- b. Multnomah County has an interest in locating a new branch library in Northwest Portland.
- c. Development of a library on this site creates the opportunity for a mixed-use development, including housing, to serve the neighborhood. Multnomah County recently passed a resolution endorsing the potential for mixed-use projects to meet the demands of compact growth.
- d. Legacy has agreed to grant to Multnomah County a renewable 180 day option to purchase the property for \$560,000.

The Multnomah County Board of Commissioners Resolves:

1. The Board authorizes the Chair to execute documents to enter into an option agreement to purchase the property at 2234 and 2256 NW Lovejoy Street for a principal amount not to exceed \$560,000.

Adopted this 17th day of June, 1999.

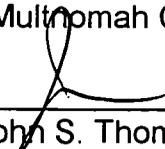


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Beverly Stern, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By  \_\_\_\_\_  
John S. Thomas, Assistant County Counsel

---

OPTION AGREEMENT

Between

LEGACY HEALTH SYSTEM,  
an Oregon non-profit corporation

“Legacy”

And

MULTNOMAH COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF OREGON

“County”

Dated as of June \_\_, 1999

---

## TABLE OF CONTENTS

SECTION 1	GRANT OF OPTION .....	1
SECTION 2	TERM OF OPTION.....	2
2.1	Initial Term.....	2
2.2	Extension of Term.....	2
SECTION 3	PURCHASE PRICE, PAYMENT .....	2
SECTION 4	PURCHASE PRICE, PAYMENT .....	2
SECTION 5	PURCHASE PRICE, PAYMENT.....	2
5.1	Purchase Price.....	2
5.2	Payment of Purchase Price.....	3
SECTION 6	COUNTY'S DUE DILIGENCE.....	3
6.1	County's Due Diligence.....	3
6.2	Title Report.....	3
SECTION 7	CLOSING .....	4
7.1	Manner of Closing.....	4
7.2	Closing Date.....	4
7.3	Documents to Be Deposited Into Escrow by Legacy .....	4
7.4	Documents and Sums to Be Deposited Into Escrow by County.....	5
7.5	Close of Escrow .....	5
7.6	Title Insurance .....	5
7.7	Closing Costs .....	6
7.8	Prorations .....	6
SECTION 8	WARRANTIES .....	6
8.1	Legacy's Warranties .....	6
8.2	County's Warranties .....	7
8.3	Legacy's Disclaimer .....	7
8.4	County's Acknowledgment .....	7
8.5	Release of Legacy by County .....	7
8.6	Indemnity by County .....	8
SECTION 9	BROKERAGE COMMISSIONS .....	9
SECTION 10	BREACH .....	9
10.1	County's Failure to Close .....	9
10.2	Legacy's Failure to Close .....	9
10.3	Other Breaches.....	9

SECTION 11 GENERAL PROVISIONS .....	9
11.1 Assignment .....	9
11.2 Notices .....	10
11.3 Headings .....	10
11.4 Invalidity .....	10
11.5 Attorneys' Fees .....	10
11.6 Entire Agreement .....	10
11.7 Time of the Essence .....	10
11.8 Counterparts .....	11
11.9 Amendment to this Agreement .....	11
11.10 Waiver .....	11
11.11 Effectiveness of Agreement .....	11
11.12 Exhibits .....	11
11.13 Statutory Disclaimer .....	11

- Exhibit A - Legal Description
- Exhibit B - Exercise Notice
- Exhibit C - Repurchase Option Agreement

## OPTION AGREEMENT

DATED

AS OF: June \_\_, 1999

BETWEEN: LEGACY HEALTH SYSTEM,  
an Oregon non-profit corporation  
1919 N.W. Lovejoy Street  
Portland, Oregon 97209  
Attn: Larry Hill  
Telephone: 415-5675  
Telecopy: 415-5777 ("Legacy")

AND: MULTNOMAH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF OREGON  
Facilities and Property Management  
2505 SE 11th Avenue  
Portland, Oregon 97202  
Attn: Robert Oberst  
Telephone: 248-3322  
Telecopy: 248-5082 ("County")

### Recitals

A. Legacy owns the real property located in Multnomah County, Oregon commonly known as 2234 and 2256 NW Lovejoy Street, Portland, Oregon, and more particularly described on the attached Exhibit A (the "Property").

B. Legacy desires to grant the County an option to purchase the Property in its "AS IS, WITH ALL FAULTS" condition on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth below, Legacy and County agree as follows:

### SECTION 1 GRANT OF OPTION

In consideration of the payment by the County to Legacy of a non-refundable option payment in an amount equal to Ten Dollars (\$10.00), (the "Option Consideration") and the provisions of this Option Agreement (this "Agreement"), Legacy hereby grants to the County the sole and exclusive option (the "Option") to purchase the Property from Legacy, all on the terms and conditions set forth in this Agreement. This Agreement shall be effective upon its execution by both Legacy and County (the "Effective Date").

SECTION 2                      TERM OF OPTION

2.1     Initial Term. The term of the Option, unless extended as provided below, is a period of one hundred eighty (180) days, commencing June \_\_, 1999 and ending at 5:00 p.m. Pacific time on December 31, 1999 (the "Term").

2.2     Extension of Term. County may extend the Term of the Option for the following periods of time by giving Legacy a written notice electing to extend the Term and by paying Legacy, the following, non-refundable amounts of Option Consideration before 5:00 Pacific time on the day which is the end of the then Term of the Option:

<u>Option Consideration</u>	<u>Extension Period</u>
\$10.00	January 1, 2000 to March 1, 2000

SECTION 3                      PURCHASE PRICE, PAYMENT

County may at any time during the Term of the Option, exercise the Option by executing and delivering to Legacy the Exercise Notice attached as Exhibit B. In the event that County so exercises the Option, then County shall be legally obligated to purchase, and Legacy shall be legally obligated to sell, the Property on the terms and conditions set forth in this Agreement. The date on which County properly gives the Exercise Notice is the "Exercise Date."

SECTION 4                      PURCHASE PRICE, PAYMENT

If County fails for any reason whatsoever to exercise the Option during the Term, then the Option shall automatically terminate and thereafter be of no further force and effect. County thereupon: (i) shall have no further right to acquire the Property, (ii) shall immediately deliver to Legacy all materials, reports and studies pertaining to the Property prepared by County or by or on behalf of County's consultants, and (iii) shall, promptly upon request by Legacy, execute, acknowledge, and deliver a quit claim deed or other appropriate instrument which terminates any interest County may have in the Property by virtue of this Agreement. County also covenants and agrees that if at any time County determines that County will not exercise the Option, County will use its good faith efforts to promptly notify Legacy of County's decision not to exercise the Option to purchase the Property.

SECTION 5                      PURCHASE PRICE, PAYMENT

5.1     Purchase Price.

County agrees to pay as the purchase price for the Property Five Hundred Sixty Thousand Dollars (\$560,000.00) (the "Purchase Price"), subject to any adjustments and credits set forth in this Agreement. The Option Consideration shall be credited toward the Purchase Price at Closing Date, as defined below. Legacy may raze the existing structure on the Property during the term of the Option period. If at any time Legacy has not razed such structure during the term of the Option, the County may raze the structure upon thirty (30) days prior written

notice to Legacy. If the structure has not been razed on the Closing Date, the Purchase Price shall be reduced to Five Hundred Thousand Dollars (\$500,000.00) This obligation shall survive the County's exercise of the Option.

5.2 Payment of Purchase Price.

On the Closing Date, County shall deliver to Transnation Title Insurance Company, 111 S.W. Fifth Avenue, Portland, Oregon 97204 (222-9931) (the "Title Company") balance of the Purchase Price by Federal wire transfer (that is the amount of the Purchase Price less any Option Consideration paid to Legacy).

SECTION 6                      COUNTY'S DUE DILIGENCE

6.1 County's Due Diligence

6.1.1 Legacy shall allow County to inspect the Property. With respect to any inspection or testing that is invasive or involves removing or demolishing any portion of the Property, County must first submit to Legacy a written plan for any such invasive testing which shall include a plan to deal with any hazardous materials that may be encountered during such testing, and County may not proceed with any such invasive testing unless Legacy, in its commercially reasonable judgment, has approved of County's plan in writing. County shall conduct any such invasive testing in strict accordance with the plan approved by Legacy.

6.1.2 Subject to any limitation in the Oregon Tort Claims Act ORS 30.260-33.300, County shall protect, defend, indemnify, and hold Legacy and Legacy's agents and employees harmless for, from and against any claims, liabilities, damages, liens, attorneys' fees, penalties, demands, causes of actions and suits of any nature whatsoever arising out of the inspection of and/or entry onto the Property by County, its agents, employees or contractors. This indemnity includes an obligation of County to reimburse Legacy for any and all damage County may cause to the Property in connection with County's inspection and this indemnity shall survive the closing or termination of this Agreement.

6.2 Title Report

Within ten (10) business days after the Effective Date, Legacy shall provide County with a preliminary title report issued by the Title Company (the "Preliminary Report"), together with copies of all documents which establish the underlying title exceptions set forth in the Preliminary Report. County shall have thirty (30) days after receipt of the Preliminary Report and the underlying title exceptions within which to give Legacy written notice of any exceptions which are unacceptable to County. Within fifteen (15) days after receipt of County's notice, Legacy shall notify County in writing whether Legacy, in its sole discretion, will cause the removal of the exceptions objected to by County, on or before the Closing Date. If Legacy does not elect to remove an objected to exception or fails to respond to County within such period, County shall give Legacy written notice within ten (10) days after the expiration of such period stating either: that County is terminating this Agreement, or that County is waiving its objection to the exception(s) which Legacy will not remove. If County fails to give any such

notice, then such inaction shall be deemed to be County's election to waive its objection to such exception(s).

SECTION 7                      CLOSING

7.1      Manner of Closing

The closing of the purchase and sale of the Property (the "Closing") will occur in an escrow to be administered by the Title Company. The parties agree to provide the Title Company with escrow instructions consistent with the terms of this Agreement.

7.2      Closing Date

The closing date shall be the date which is no later than fifteen (15) days after the date County exercises the Option (the "Closing Date").

7.3      Documents to Be Deposited Into Escrow by Legacy

On or before the Closing Date, Legacy shall deposit into Escrow:

7.3.1    an executed and acknowledged special warranty deed (the "Deed") conveying the real property to County, which Deed shall contain the following language:

Grantee covenants and agrees that the property conveyed herein shall be used primarily for library purposes for forty (40) years following the date hereof. In no event shall medical services be performed or the practice of medicine be conducted on the property conveyed herein or any part thereof without Grantor's prior written consent, which consent may be withheld by Grantor in its sole and absolute discretion. If, without Grantor's prior written consent, medical services are performed on such property or medicine is practiced on such property, all right title and interest in and to such property shall automatically revert to Grantor within thirty (30) days after written notice by Grantor to Grantee of such violation of such covenant. This covenant is binding on Grantee and its successors and assigns and inures to the benefit of Grantor and its successors and assigns.

7.3.2    two (2) executed counterparts of an option agreement in the form of the attached Exhibit C (the "Repurchase Option Agreement");

7.3.3    two (2) executed and acknowledged counterparts of a memorandum of option in the form attached as Exhibit C to the Repurchase Option Agreement (the "Memorandum of Repurchase Option"); and

7.3.4    an executed certificate of non-foreign person (the "FIRPTA Certificate").

7.4 Documents and Sums to Be Deposited Into Escrow by County

On or before the Closing Date, County shall deposit into Escrow:

7.4.1 such funds (by wire transfer) as are necessary to complete payment of the Purchase Price and to pay County's portion of the closing costs;

7.4.2 two (2) executed counterparts of the Repurchase Option Agreement.

7.4.3 two (2) executed counterparts of the Memorandum of Repurchase Option.

7.5 Close of Escrow

On the Closing Date, the Title Company shall:

7.5.1 Cause the Deed and the Memorandum of Repurchase Option to be recorded in the Official Records of Multnomah County, Oregon;

7.5.2 Deliver the balance of the Purchase Price to Legacy;

7.5.3 Deliver to County the following:

- (a) one (1) original of the Repurchase Option Agreement;
- (b) the County's Title Policy (as defined below); and
- (c) Executed FIRPTA Certificate.

7.5.4 Deliver to Legacy the following:

- (a) Legacy's Title Policy (as defined below); and
- (b) one (1) original of the Repurchase Option Agreement.

7.5.5 Promptly after closing, the Title Company shall deliver to each of County and Legacy an accounting of all funds received and disbursed and copies of all executed and recorded or filed documents deposited with the Title Company with the recording or filing information noted on such documents.

7.6 Title Insurance

7.6.1 On the Closing Date, the Title Company shall issue to County an owner's policy of title insurance (the "County's Title Policy"), insuring County as the owner of the Property subject only to non-delinquent real property taxes and assessments and such other exceptions as are deemed approved by County pursuant to Section 6.2. The County's Title Policy shall have a liability limit equal to the Purchase Price. Legacy shall pay the premium for standard coverage, but if extended ALTA coverage is requested by County, County shall pay all costs and expenses, including title insurance premiums, in obtaining extended ALTA coverage.

7.6.2 On the Closing Date, the Title Company shall issue to Legacy a Legacy's policy of title insurance, in the amount of the Purchase Price, in a form and substance satisfactory to Legacy (the "Legacy's Title Policy") and Legacy shall pay the premium (not to exceed Fifty Dollars (\$50.00)) for such policy.

7.7 Closing Costs

The following closing costs shall be paid by the parties as follows: (i) County shall pay: (i) one-half of the Title Company's escrow fee and any transfer taxes, and all recording fees, and (ii) Legacy shall pay one-half of the Title Company's escrow fee and any transfer taxes.

7.8 Prorations

7.8.1 The Title Company shall prorate, as of the Closing Date, real property taxes and assessments payable in the calendar year of the closing between County and Legacy based upon the number of days the Property is owned by the respective parties during such year.

7.8.2 All items of income or expense from the operation of the Property shall be prorated by the parties, outside of escrow, as of the Closing Date.

SECTION 8                      WARRANTIES

8.1 Legacy's Warranties

Legacy hereby represents and warrants as follows:

8.1.1 Legacy has full power and authority to enter into and perform this Agreement in accordance with its terms, and all requisite action has been taken by Legacy in connection with the execution of this Agreement and the transaction contemplated by this Agreement.

8.1.2 Legacy is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

8.1.3 Except as may be disclosed in writing to County, there is no litigation, claim, arbitration or condemnation proceeding pending with respect to the Property.

8.1.4 Neither the execution of this Agreement nor the execution, delivery, or recordation of any documents or agreement referenced herein, will constitute a default under any other agreement or contract affecting the Property or to which Legacy is not a party.

8.1.5 To Larry Hill's actual knowledge, without investigation or inquiry, Legacy has not used, store or transferred Hazardous Materials (as defined below) on or from the Property in violation of any applicable laws.

## 8.2 County's Warranties

County hereby represents and warrants that County has full power and authority to enter into and perform this Agreement in accordance with its terms, and all requisite action has been taken by County in connection with the execution of this Agreement.

## 8.3 Legacy's Disclaimer

Except as expressly set forth in Section 8.1, no warranties, guarantees or representations have been or are being made by Legacy or any agent or representative of Legacy concerning: the financial and operating records of the Property; any governmental permits or approvals obtained or to be obtained in connection with County's use of the Property; the suitability of the Property for County's intended use; the physical condition of the Property; the compliance of the Property with any past or present zoning, land use, building, fire, safety, environmental or other ordinances, restrictions, laws and regulations; the sub-surface condition of the Property; or the presence of any material in, under, or on the Property which is regulated by any ordinance, regulation or law.

## 8.4 County's Acknowledgment

County accepts the Property in its present condition, "AS IS, WITH ALL FAULTS" without any representations or warranties by Legacy or any agent or representative of Legacy, expressed or implied, except as set forth in Section 8.1, which representations and warranties shall merge with the Deed on the Closing Date. County acknowledges that County has ascertained for itself the value and condition of the Property and County is not relying on, nor has County been influenced by, any representation of Legacy or any agent or representative of Legacy regarding the value, condition, or any aspect of the Property. If this Agreement required Legacy to make any representation or warranty, express or implied (beyond those explicitly set forth in this Agreement), relating to the Property or to accept any liability with respect to the Property, Legacy would have required a materially higher Purchase Price for the Property or refused to sell the Property. County agrees that County's payment of the Purchase Price is County's acknowledgment that it has had every opportunity to conduct whatever inspection, test, or analysis of the Property that County deemed to be relevant to County's decision to purchase the Property. Legacy shall not be responsible for any failure to investigate the Property on the part of Legacy, any real estate broker or sales agent, or any other purported or acknowledged agent, representative, contractor, consultant or employee of Legacy, or any third party. As part of County's agreement to purchase the Property "AS-IS, WITH ALL FAULTS", and not as a limitation on such agreement, County hereby unconditionally and irrevocably waives any and all actual or potential rights County might have regarding any form of warranty, express or implied, of any kind or type, relating to the Property, except for Legacy's warranties set forth in this Agreement. Such waiver is absolute, complete, total and unlimited in every way.

## 8.5 Release of Legacy by County

Effective as of the Closing Date (and subject to Section 10.2 of this Agreement), County hereby releases Legacy, Legacy's, partners, employees, and agents, and their respective

heirs, successors, personal representatives and assigns, from and against any and all suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees and court costs and expenses of whatever kind and nature, in law or in equity, known or unknown, which County may have and which arise out of or are in any way connected with: (i) the use, maintenance, condition (excluding conditions existing prior to the Closing Date), operation, ownership and possession of the Property after the Closing Date; and (ii) the use, generation, manufacture, storage, discharge, disposal, transportation or presence of Hazardous Materials on the Property after the Closing Date (excluding Hazardous Materials present on the Property prior to Closing except to the extent the condition of any pre-existing Hazardous Materials are exacerbated or adversely affected as a result of any act or omission of the County, its agents or employees or by any act or omission of the County, its agents or employees resulting in a release of such Hazardous Materials into the environment). "Hazardous Materials" means: (a) any petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, or any mixture thereof, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes, wastes or substances or any other materials or pollutants which: (i) pose a hazard to the Property or to persons on or about the Property or (ii) cause the Property to be in violation of any federal, state or local law, ordinance, regulation, code, or rule relating to Hazardous Materials; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "waste" or "toxic substances" or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of property adjacent to or surrounding the Property.

#### 8.6 Indemnity by County

Subject to any limitation in the Oregon Tort Claims Act ORS 30.260-33.300, County hereby agrees to indemnify, protect, defend and hold Legacy, Legacy's employees and agents and their respective successors and assigns for, from and against any suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees and court costs and expenses of whatever kind asserted by a third party and which arise out of or are in any way connected with: (i) the use, maintenance, operation, ownership or possession of the Property after the Closing Date, and (ii) the use, generation, manufacture, storage, discharge, disposal, transportation or presence of Hazardous Materials on the Property after the Closing (excluding Hazardous Materials present

on the Property prior to Closing except to the extent the condition of any pre-existing Hazardous Materials are exacerbated or adversely affected as a result of any act or omission of the County, its agents or employees or by any act or omission of the County, its agents or employees resulting in a release of such Hazardous Materials into the environment).. This indemnity shall survive the closing or the termination of this Agreement.

SECTION 9                      BROKERAGE COMMISSIONS

Subject to any limitation in the Oregon Tort Claims Act, County shall protect, defend, indemnify, and hold Legacy harmless for, from and against any and all other claims, liabilities or demands with respect to any fees or other compensation asserted as a result of County's actions in connection with this Agreement. Legacy shall protect, defend, indemnify, and hold County harmless for, from and against any and all claims, liabilities or demands with respect to any fees or other compensation asserted as a result of Legacy's actions in connection with this Agreement. These indemnities shall survive the closing or the termination of this Agreement.

SECTION 10                      BREACH

10.1    County's Failure to Close

In the event that County is obligated to pay the Purchase Price and fails to do so, Legacy shall have any rights or remedies available to Legacy at law or in equity.

10.2    Legacy's Failure to Close

In the event that Legacy is obligated to convey the Property to County but fails to do so, then County shall be entitled to all available legal and equitable remedies, including, but not limited to, specific performance and a return of the Option Consideration.

10.3    Other Breaches

Upon any other default by a party, the other party shall be entitled to all available legal or equitable remedies.

SECTION 11                      GENERAL PROVISIONS

11.1    Assignment

County shall not assign, transfer or convey its interest in this Agreement without Legacy's prior written consent, which consent may be withheld by Legacy in its sole discretion. Any attempted assignment without Legacy's prior written consent shall be void. Any permitted transfer shall not relieve the assigning party from its liability under this Agreement. Except as provided herein, this Agreement shall be binding upon the upon and inure to the benefit of any permitted assignee or successor in interest to a party.

## 11.2 Notices

All written notices and demands which either party may give the other may be given by hand delivery, registered or certified mail, telecopy, or by Federal Express or other delivery service guaranteeing overnight delivery to a party at the address set forth above or as may be changed upon written notice to the other party. Notices shall be effective as follows: if given by hand delivery, then upon delivery; if given by fax, then upon receipt so long as the sending fax electronically confirms receipt; if given by overnight courier, then the business day after delivery to the overnight courier; and if given by certified mail, then the third day (excluding the day of mailing) after mailing.

## 11.3 Headings

The headings of the sections of this Agreement are intended for reference only and are not intended to be used to interpret this Agreement.

## 11.4 Invalidity

If any provision of this Agreement shall be invalid or unenforceable the remaining provisions shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## 11.5 Attorneys' Fees

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

## 11.6 Entire Agreement

The terms of this Agreement are intended by the parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement constitute the exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

## 11.7 Time of the Essence

Time is of the essence in this Agreement.

11.8 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

11.9 Amendment to this Agreement

The terms of this Agreement may not be modified or amended except by an instrument in writing executed by Legacy and County.

11.10 Waiver

Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. Any waiver of any provision of this Agreement shall be effective only if set forth in writing and signed by the party to be bound.

11.11 Effectiveness of Agreement

This Agreement shall not be effective and shall not be binding on County and Legacy unless and until fully executed by County and Legacy.

11.12 Exhibits

All exhibits attached to this Agreement are an integral part of this Agreement and are incorporated into this Agreement by reference.

11.13 Statutory Disclaimer

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE REAL PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

LEGACY:

LEGACY HEALTH SYSTEM, an Oregon non-profit corporation

By \_\_\_\_\_

Title \_\_\_\_\_

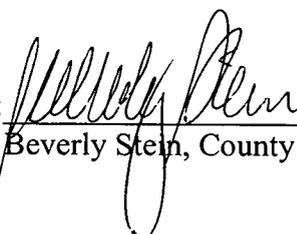
COUNTY:

MULTNOMAH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, an Oregon corporation

**REVIEWED:**  
THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

BY  \_\_\_\_\_  
ASSISTANT COUNTY COUNSEL

DATE 6/9/99 \_\_\_\_\_

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

Beverly Stein, County Chair

ACCEPTANCE BY TITLE COMPANY

Transnation Title Insurance Company ("Transnation") acknowledges receipt of this Agreement and consents to act in accordance with the terms and provisions contained in this Agreement.

TRANSNATION TITLE INSURANCE  
COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Lots 7, 10 and 11, Block 20, KINGS SECOND ADDITION, in the City of  
Portland, County of Multnomah and State of Oregon.**

**EXHIBIT B**

**EXERCISE NOTICE**

DATE: \_\_\_\_\_

TO: LEGACY HEALTH SYSTEM,  
an Oregon non-profit corporation  
1919 N.W. Lovejoy Street  
Portland, Oregon 97209  
Attn: Larry Hill

Pursuant to that certain Option Agreement dated as of June \_\_, 1999 (the "Agreement") between you and the undersigned, the undersigned hereby exercises its option thereunder to acquire the Property (as described in the Agreement).

MULTNOMAH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF OREGON, an  
Oregon corporation

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

**EXHIBIT C**

**REPURCHASE OPTION AGREEMENT**

## REPURCHASE OPTION AGREEMENT

DATED: \_\_\_\_\_, 1999

BETWEEN: MULTNOMAH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF OREGON  
Facilities and Property Management  
2505 SE 11th Avenue  
Portland, Oregon 97202  
Attn: Robert Oberst  
Telephone: 248-3322  
Telecopy: 248-5082

("Owner")

AND: LEGACY HEALTH SYSTEM,  
an Oregon non-profit corporation  
1919 N.W. Lovejoy Street  
Portland, Oregon 97209  
Attn: Larry Hill  
Telephone: 415-5675  
Telecopy: 415-5777

("Legacy")

### RECITALS

A. Owner owns that certain real property located in the Multnomah County, State of Oregon, described on Exhibit A attached hereto (the "Property").

B. Legacy desires to obtain from Owner and Owner desires to grant to Legacy, an exclusive option to acquire the Property on the terms and conditions set forth in this Repurchase Option Agreement (this "Agreement").

### AGREEMENT

In consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the parties agree as follows:

1. Option to Purchase.

1.1 Grant of Option. Concurrently herewith, Legacy is conveying the Property to Owner, subject to the encumbrances referred to in the deed conveying the Property to Owner (the "Permitted Exceptions"). In consideration of Legacy's conveyance of the Property to Owner, Owner hereby grants to Legacy the sole and exclusive and irrevocable option to purchase the Property (the "Option to Purchase") on the terms and conditions set forth in this Agreement.

1.2 Exercise of Option to Purchase. Legacy may, at any time, exercise the Option to Purchase by executing and delivering to Owner an exercise notice in the form attached as Exhibit B within ten (10) business days of any of the following events:

1.2.1 Owner shall have failed to have delivered to Legacy plans and specifications for Owner's development of the Property demonstrating that the Property will be developed principally for library and residential housing purposes (the "Plans and Specifications") on or before the date which is one hundred eighty (180) days after the date of this Agreement; or

1.2.2 Owner shall have failed to obtain final, binding and non-appealable permits from all applicable governmental agencies in connection with the construction of the improvements on the Property in strict conformance with the Plans and Specifications, which permits shall be issued no later than the date which is two hundred seventy (270) days after the date of this Agreement; or

1.2.3 Owner shall have failed to commence the redevelopment of the Property on or before the date which is twelve (12) months after the date of this Agreement; or

1.2.4 Owner shall have failed to substantially complete the development of the Property on or before the date which is twenty-four (24) months after the date of this Agreement, as may be extended for not more than sixty (60) days as a result of a "Force Majeure Event". As used herein a "Force Majeure Event" is either: (i) unusually adverse weather conditions which could not reasonably have been anticipated and which had a material adverse affect on construction, or (ii) the discovery of unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities.

In the event that Legacy exercises the Option to Purchase upon the occurrence of any of the four (4) preceding events, then Legacy shall be legally obligated to purchase, and Owner shall be legally obligated to sell, the Property on the terms and conditions set forth in this Agreement. The date on which Legacy properly gives the Exercise Notice is the "Exercise Date." The Property shall be conveyed to Legacy subject to no encumbrances other than the Permitted Exceptions.

1.3 Purchase Price. The purchase price of the Property under the Option to Purchase shall be in an amount equal to the \$500,000.00, increased by three percent (3%) each year commencing on the first (1st) anniversary of this Agreement, provided, however, in no event shall the Purchase Price of the Property exceed the Fair Market Value of the Property (which amount shall be reduced by the cost of razing the improvements on the Property if not razed at the time Legacy exercises its Option).

#### 1.4 Closing.

1.4.1 Escrow. The purchase and sale of the Property shall be closed in escrow (the "Closing") at the offices of Transnation Title Insurance Company, 111 SW Fifth Avenue, Portland, Oregon 97204 (222-9931) ("Title Company"), or at such other location as the parties may mutually agree.

1.4.2 Time of Closing. The Closing shall occur on a date mutually acceptable to the parties not later than thirty (30) days after the Exercise Date (or if the thirtieth (30th) day following such date is not a business day then on the next following business day). The date on which the Closing occurs is referred to as the "Closing Date."

1.4.3 Legacy's Closing Conditions. Legacy's obligation to acquire the Property is subject to the following conditions for Legacy's benefit, any of which may be waived by Legacy in writing:

(a) Title Company is prepared to issue an owner's policy of title insurance, free of all monetary encumbrances and easements other than the Permitted Exceptions.

(b) Owner's representations and warranties set forth in Section 2 shall be true and correct as of the Closing and Owner shall have performed each and every covenant to be performed by Owner and such other exceptions which benefit the Property as reasonably approved by Legacy.

1.4.4 Events of Closing. At the Closing, the following shall occur:

(a) Legacy shall pay the Purchase Price by delivery of immediately available funds to Title Company, together with such additional funds as shall be necessary for Legacy to pay its share of prorated items and closing costs.

(b) Owner shall execute, acknowledge, and deliver to Title Company for recordation a Special Warranty Deed conveying the Property to Legacy, subject only to Permitted Exceptions.

(c) Owner shall execute and deliver to Legacy a certificate in the form required by applicable regulations under Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), affirming that Owner is not a foreign person (as that term is defined therein) and containing such other information as may be required thereunder.

(d) The parties shall take such other actions as may be necessary to complete the Closing in accordance with this Agreement.

1.4.5 Prorations. All items of expense incurred by Owner with respect to the Property shall be paid by Owner at Closing, without proration. Currently payable real property taxes and governmental assessments payable with respect to the Real Property shall be prorated between Legacy and Owner as of the Closing Date.

1.4.6 Closing Costs. The costs associated with the Closing shall be allocated as follows:

(a) Owner shall pay one-half of any escrow fee or similar charge of Title Company, the entire cost of the title insurance policy to be provided pursuant to

Section 1.4.7 of this Agreement and all recording fees with respect to any instruments necessary to remove from title liens and encumbrances not included in the Permitted Exceptions.

(b) Legacy shall pay one-half of any escrow fee or similar charge of Title Company and all recording fees with respect to the Special Warranty Deed.

(c) Except as expressly provided in this Agreement, each party shall bear all costs and expenses incurred by such party in connection with this transaction, contemplated by this Agreement.

1.4.7 Title Insurance Policy. Within five (5) days after the Closing Date, Owner shall cause Title Company to deliver to Legacy an owner's policy of title insurance with coverage in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Legacy, subject only to the Permitted Exceptions.

2. Owner's Representations and Warranties. Owner represents, warrants and covenants to Legacy that:

2.1 Authority. Owner has full power and authority to enter into and perform this Agreement in accordance with its terms, and all requisite action has been taken by Owner in connection with the execution of this Agreement and the transactions contemplated hereby.

2.2 Non-Foreign Person. Owner is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code.

3. Operation of Property. Owner covenants that Owner shall use Owner's commercially reasonable and diligent efforts to expeditiously redevelop the Property for a library.

4. Default; Remedies.

4.1 Time of Essence. Time is of the essence of the parties' obligations under this Agreement.

4.2 Legacy's Remedies. If Owner fails to perform fully its obligations under this Agreement, Legacy may specifically enforce Owner's obligations under this Agreement, or seek any other right or remedy Legacy may have at law or in equity.

5. Risk of Loss. Owner shall bear the risk of all loss or damage to the Property from all causes. If all or part of the Property is damaged by fire or by any other cause of any nature or if all or any portion of the Property is taken by condemnation, or if any such condemnation is threatened, Owner shall give Legacy written notice of such event. Legacy may terminate this Agreement by giving written notice to Owner within fifteen (15) days following receipt by Legacy of written notice from Owner of such casualty or condemnation. If Legacy does not elect to terminate this Agreement, then this Agreement shall continue in force and, if Property is conveyed to Legacy, then all interest of Owner in and to any insurance proceeds or condemnation awards that may be payable to Owner on account of such casualty or

condemnation shall be assigned to Legacy concurrently with the conveyance of the Property to Legacy.

6. Miscellaneous Provisions.

6.1 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

6.2 Notices. All written notices and demands which either party may give the other may be given by hand delivery, registered or certified mail, telecopy, or by Federal Express or other delivery service guaranteeing overnight delivery to a party at the address set forth above or as may be changed upon written notice to the other party. Notices shall be effective as follows: if given by hand delivery, then upon delivery; if given by fax, then upon receipt so long as the sending fax electronically confirms receipt; if given by overnight courier, then the business day after delivery to the overnight courier; and if given by certified mail, then the third day (excluding the day of mailing) after mailing.

6.3 Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. Any waiver of any provision of this Agreement shall be effective only if set forth in writing and signed by the party to be bound.

6.4 Amendment. This Agreement may not be modified or amended except by the written agreement of the parties.

6.5 Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

6.6 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.7 Integration. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to such subject matter.

6.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

6.10 Memorandum. A memorandum of the Option in form attached hereto as Exhibit C shall be executed and acknowledged by Owner and may be recorded by Legacy.

6.11 Statutory Disclaimer. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE REAL PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

LEGACY:

LEGACY HEALTH SYSTEM, an Oregon non-profit

By \_\_\_\_\_

Its \_\_\_\_\_

OWNER:

MULTNOMAH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, an Oregon corporation

By \_\_\_\_\_  
Beverly Stein, County Chair

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Lots 7, 10 and 11, Block 20, KINGS SECOND ADDITION, in the City of  
Portland, County of Multnomah and State of Oregon.**

**EXHIBIT B**  
**EXERCISE NOTICE**

DATE: \_\_\_\_\_

TO: MULTNOMAH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF OREGON  
Facilities and Property Management  
2505 SE 11th Avenue  
Portland, Oregon 97202

Pursuant to that certain Repurchase Option Agreement dated as of \_\_\_\_\_, 1999 (the "Agreement") between you and the undersigned, the undersigned hereby exercises its option thereunder to acquire the Property (as described in the Agreement).

LEGACY HEALTH SYSTEM, an Oregon non-profit corporation

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT C**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ball Janik LLP  
1100 One Main Place  
101 S.W. Main Street  
Portland, Oregon 97204  
Attn: Bradley S. Miller

**MEMORANDUM OF REPURCHASE OPTION**

DATE: \_\_\_\_\_

OWNER: MULTNOMAH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, an Oregon corporation

LEGACY: LEGACY HEALTH SYSTEM, an Oregon non-profit corporation

Pursuant to that certain Repurchase Option Agreement dated as of \_\_\_\_\_, 1999 ("Agreement"), Owner has granted to Legacy an option to purchase the real property located in Multnomah County, State of Oregon, described on Exhibit A attached hereto and any improvements thereon (collectively, the "Property"). Reference is made to the Agreement, as it may be amended from time to time, for the terms and conditions of such option.

The true and actual consideration consists of or includes other property or other value given or promised.

OWNER: MULTNOMAH COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF OREGON, an  
Oregon corporation

By \_\_\_\_\_  
Beverly Stein, County Chair



MEETING DATE: JUN 17 1999  
AGENDA NO: R-11  
ESTIMATED START TIME: 10:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution Authorizing the Signing of a Memorandum of Understanding Regarding the Johnson Creek Watershed and Allocating \$2,500 from Contingency Under the MOU.

BOARD BRIEFING: DATE REQUESTED \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: 6-17-99  
AMOUNT OF TIME NEEDED: 10 Min.

DEPARTMENT: Non-Departmental DIVISION: District 3

CONTACT: Steve March TELEPHONE #: 248-5217  
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Lisa Naito

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Resolution authorizing the signing of a Memorandum of Understanding regarding the Johnson Creek Watershed and allocating \$2,500 under the MOU.

*6/17/99 copies to Steve March*

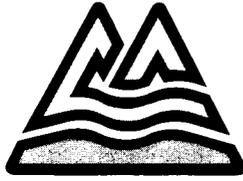
SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Lisa Naito*  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

CLERK OF BOARD  
COUNTY COMMISSIONER  
JUN 17 1999  
11:16:54  
MULTI-COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



LISA H. NAITO  
Multnomah County Commissioner, District 3  
1120 SW Fifth Avenue, Suite 1500  
Portland, Oregon 97204-1914  
Phone (503) 248-5217 Fax (503) 248-5262

## MULTNOMAH COUNTY OREGON

---

# SUPPLEMENTAL STAFF REPORT

---

TO: Board of County Commissioners

FROM: Commissioners Lisa Naito

DATE: June 9, 1999

RE: Resolution authorizing the Signing of a Memorandum of Understanding Regarding Johnson Creek Watershed and Allocating \$2,500 from Contingency Under the MOU

---

1. Recommendation/Action Requested:

Approval of Resolution.

2. Background/Analysis:

On November 14, 1998 citizens and representatives of local government met to discuss ways to help create and sustain the Johnson Creek watershed-community and identify steps for the next 12 months to achieve the vision of a healthy and vibrant watershed. One step was for all the local governments to reach a memorandum of understanding to voluntarily cooperate to realize that vision. This is that memorandum of understanding (MOU).

3. Financial Impact:

This will require expenditure of \$2,500 from this year's contingency fund to be paid to the City of Portland's Bureau of Environmental Services. Funding for the 1999 Summit has been requested, as has funding for the Johnson Creek Watershed Council.

4. Legal Issues:

The MOU is legally non-binding, but represents an intent to work cooperatively to realize the vision of a healthy and vibrant watershed.

5. Controversial Issues:

None known.

6. Link to Current County Policies:

Several of Multnomah County's benchmarks are related to the work in the watershed: Community Preparedness; Sense of Community in Neighborhoods; Water Quality; Open Spaces; Land Use Planning; Community Design; Citizen Involvement; and, Government Responsiveness.

7. Citizen Participation:

The 1998 Summit was attended by over 300 people from the community, local, state and federal government. Citizen involvement in planning and policy making is part of the process being used by the local governments and the watershed council.

8. Other Government Participation:

This MOU is with the Clackamas and Multnomah Counties, the cities of Portland, Gresham, Milwaukie and Happy Valley, and Metro.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**  
**FOR MULTNOMAH COUNTY, OREGON**

**RESOLUTION NO. 99-115**

Authorizing a Memorandum of Understanding Regarding Johnson Creek  
Watershed and Allocating \$2,500 from Contingency Under the MOU

The Multnomah County Board of Commissioners Finds:

- a. In November of 1998 the first Johnson Creek Watershed Summit was held with local citizens and representatives from federal, state and local government attending.
- b. The vision for the summit was "The Johnson Creek Watershed will become a healthy, vibrant watershed by effectively planning for and managing growth, promoting sustainable economic development, and respecting and enhancing the natural functions and benefits of the Creek. This will be achieved by a well-organized, well-equipped, motivated watershed-community (including a multi-jurisdictional coalition) ready and willing to work cooperatively and to take specific actions which will improve watershed health and livability in the region."
- c. The mission for the summit was to "Help create and sustain this Johnson Creek watershed-community and identify specific action steps for the next 12 months that will move the Vision toward reality."
- d. One step towards achievement of the vision was the creation of the Johnson Creek Watershed Policy Maker Committee, which included Commissioner Lisa Naito and other representatives from local and regional government.
- e. The next step toward the vision is a Memorandum of Understanding developed by the Policy Maker Committee.

The Multnomah County Board of Commissioners Resolves:

1. The Board authorizes the Chair to sign the Memorandum of Understanding by and among the City of Gresham, City of Happy Valley, City of Milwaukie, City of Portland, County of Clackamas, County of Multnomah, and Metro.
2. The Board authorizes the Budget Director to allocate \$2,500 to the City of Portland Bureau of Environmental Services for summit coordination expenses.

Approved this 17th day of June, 1999.

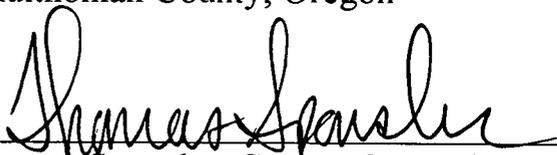


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
Thomas Sponsler, County Counsel

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made by and among the City of Gresham, City of Happy Valley, City of Milwaukie, City of Portland, County of Clackamas, County of Multnomah, and Metro (hereinafter collectively referred to as "the Parties.")

### RECITALS

1. The Parties participated jointly and cooperatively in the planning, organization, and conduct of the first Johnson Creek Watershed Summit, held November 14, 1998;
2. The Parties recognize the Vision for the 1998 Johnson Creek Watershed Summit as the following:

The Johnson Creek Watershed will become a healthy, vibrant watershed by effectively planning for and managing growth, promoting sustainable economic development, and respecting and enhancing the natural functions and benefits of the Creek. This will be achieved by a well-organized, well-equipped, motivated watershed-community (including a multi-jurisdictional coalition) ready and willing to work cooperatively and to take specific actions which will improve watershed health and livability in the region;

3. The Parties recognize the Mission for the 1998 Johnson Creek Summit as the following:

Help create and sustain this Johnson Creek watershed-community and identify specific action steps for the next 12 months that will move the Vision toward reality;

4. The Parties recognize the Johnson Creek Watershed Council as the representative organization of the Johnson Creek watershed-community, bringing together a diverse body of stakeholders within the Watershed;
5. The Parties recognize that the City of Happy Valley, City of Milwaukie, and County of Clackamas are members of the North Clackamas Watershed Management Commission. The purpose of the Commission is to develop and implement a coordinated, comprehensive watershed management approach to storm and surface water programs in order to meet regulatory requirements and maximize use of resources for the area within the Urban Growth Boundary of North Clackamas County.
6. The Parties recognize the importance of addressing the issues and concerns which emerged from the 320 participants who attended the Johnson Creek Watershed Summit, including:
  - a. Obtaining interjurisdictional cooperation for planning and project implementation within the Watershed;

- b. Protecting existing riparian areas and reestablishing or enhancing others within the Watershed;
  - c. Developing common databases and cooperating on data gathering for inventories of Watershed characteristics such as natural areas, riparian areas, floodplains, and land uses;
  - d. Educating the public to become stewards of the Watershed;
  - e. Managing floodplains to mitigate flooding, improve fish and wildlife habitat through biological methods and to improve quality and management of stormwater runoff;
  - f. Promoting innovative, watershed-friendly land use development through incentives.
7. The Parties agree that the ongoing cooperation of the parties is desirable and necessary to achieving the Vision and Mission of the Johnson Creek Watershed Summit and addressing issues and concerns in the Watershed raised at the first Johnson Creek Watershed Summit and future Summits;

NOW, THEREFORE, it is mutually agreed that the Parties voluntarily enter into this legally non-binding Memorandum of Understanding setting forth the intention of the Parties to work cooperatively to realize the Vision of and to carry out the Mission of the Johnson Creek Watershed Summit subject to the terms and conditions recited below:

#### A. EFFECTIVE DATE.

The respective commitments of the parties hereto shall commence on the latest date this Memorandum of Understanding is signed by all of the Parties. This Memorandum of Understanding may be renewed or revised annually at the option of the Parties, and may be terminated by any one of the Parties upon 60 days written notice to all other Parties.

#### B. COOPERATION, COORDINATION AND SUPPORT.

In order to achieve the purposes of this Memorandum of Understanding as stated above, the Parties agree to the following:

1. The Parties and each of them will encourage various advocates, business representatives, property owners, public agencies, citizens groups, and other organizations and individuals to serve as active members of the Johnson Creek Watershed Council;

2. The Parties and each of them will support the Johnson Creek Watershed Council through such annual financial contributions as approved by the Parties' respective budget processes or through ongoing in-kind contributions of personnel or other resources;
3. The Parties will serve as active members of the Johnson Creek Interjurisdictional Committee, which shall operate as a forum for joint cooperation on Watershed issues of a technical nature;
4. The Parties will serve as active members of the Johnson Creek Policy Committee, which shall operate as a forum for joint cooperation on Watershed issues requiring resolution by elected officials and directors of government agencies;
5. The Parties will coordinate and cooperate on a list of specific issues and projects developed each year at the annual Johnson Creek Watershed Summit and updated periodically by the Johnson Creek Watershed Council, Johnson Creek Interjurisdictional Committee and the Johnson Creek Policy Committee and each of them. For the initial year of cooperative effort under this Memorandum of Understanding, the issues and projects shall be those listed in the Appendix A of this Memorandum of Understanding.

#### C. ANNUAL EVALUATION.

1. The Parties shall annually review this Memorandum of Understanding to determine and document the Parties\* accomplishments, if any. An Annual Report shall be prepared describing any accomplishments resulting from this Memorandum of Understanding.
2. The Annual Report shall specifically address each of the following:
  - a. Issues identified and Action Plans developed at the annual Johnson Creek Watershed Summit;
  - b. Progress made on resolving issues and accomplishing projects listed in Appendix A of this Memorandum of Understanding;
  - c. Activities and accomplishments of the Johnson Creek Watershed Council, the Johnson Creek Interjurisdictional Committee, and the Johnson Creek Policy Committee.
  - d. Recommendations for improving the terms, conditions or operations under this Memorandum of Understanding.

IN WITNESS WHEREOF, each party has caused this Memorandum of Understanding to be executed by its duly authorized representative, on the date set forth by their names below:

CLACKAMAS COUNTY

Date: \_\_\_\_\_, 1999 by: \_\_\_\_\_ Title: \_\_\_\_\_

CITY OF GRESHAM

Date: \_\_\_\_\_, 1999 by: \_\_\_\_\_ Title: \_\_\_\_\_

CITY OF HAPPY VALLEY

Date: \_\_\_\_\_, 1999 by: \_\_\_\_\_ Title: \_\_\_\_\_

METRO

Date: \_\_\_\_\_, 1999 by: \_\_\_\_\_ Title: \_\_\_\_\_

CITY OF MILWAUKIE

Date: \_\_\_\_\_, 1999 by: \_\_\_\_\_ Title: \_\_\_\_\_

MULTNOMAH COUNTY

Date: June 18, 1999 by: *Beverly Stein* Title: Chair  
Beverly Stein

CITY OF PORTLAND

Date: \_\_\_\_\_, 1999 by: \_\_\_\_\_ Title: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING FOR THE JOHNSON CREEK WATERSHED

### APPENDIX A: PROJECT AND POLICY ISSUES LIST May 9, 1999

1. Coordinate funding with COE, FEMA, and the Johnson Creek Watershed Jurisdictions to complete the floodplain delineation study. (Lead: City of Portland with Interjurisdictional Committee support)
2. Recommend and support legislative changes to forestry and agricultural practices within mostly urban watersheds to prevent erosion and control sedimentation and to implement best management practices (BMP's) to improve water quality throughout the Watershed. (Lead: unidentified. Interjurisdictional Committee will provide technical support on BMP development.)
3. Obtain direct or in-kind funding to coordinate, develop, and implement Project Impact within the Watershed. (Lead: City of Portland and Multnomah County)
4. In cooperation with appropriate local, State, and Federal agencies, fund and conduct a watershed-wide restoration site inventory project to prioritize public and private sites along Johnson Creek and its tributaries for riparian area planting and restoration projects. (Lead: unidentified. JCWC, Interjurisdictional Committee, and Metro will provide technical support.)
5. Work together to identify key properties for acquisition within the 100 year flood plain of Johnson Creek on a willing seller basis and to obtain annual funding through local, State, and Federal agencies to purchase the identified properties in order to reduce flood damage, improve water quality, and enhance fish and wildlife habitat; (Lead: City of Portland)
6. Each party will adopt stream-side buffer requirements and flood plain balanced cut and fill regulations for the Johnson Creek Watershed based on Metro's Title 3 Model ordinance which will adequately protect water quality and reduce flood damage impacts; (Lead: Local jurisdictions)
7. Work cooperatively to ensure that the Oregon State Legislature develops and passes implementing legislation for the recently passed Measure 66 ( 15% of Oregon Lottery Funds for State Parks and fish & wildlife habitat restoration). (Lead: JCWC)
8. Work cooperatively to ensure that the Oregon State Legislature provides adequate ongoing funding for Watershed Councils in general and the Johnson Creek Watershed Council specifically. (Lead: JCWC)
9. Participate jointly and cooperatively in the planning, organization, and hosting of the second Johnson Creek Watershed Summit. (Lead: Summit Steering Committee with support from Interjurisdictional Committee)

10. Commit to fund, coordinate, and develop land use plans for the urban reserve areas in the Watershed which will properly address and protect fish & wildlife habitat and recreational opportunities of the Creek and its tributaries. This will include model standards for development which are "watershed friendly". (Lead: Local jurisdictions and Metro with Interjurisdictional Committee developing model standards)
11. Develop a mechanism to coordinate various planning efforts in the watershed and ensure, where applicable, the incorporation of the following principles:
  - a. flood damage reduction
  - b. appropriate land development: encourage development outside the floodplain, adequate riparian buffers, erosion control, and storm water quality and quantity controls
  - c. fish and wildlife enhancement and Endangered Species Act (ESA) considerations
  - d. pollution prevention for all activities(Lead: Local jurisdictions with coordination through Interjurisdictional Committee)
12. Implement specific action items contained in the May, 1995 Johnson Creek Resources Management Plan and revise as necessary. (Lead: Local jurisdictions with support from JCWC, Interjurisdictional Committee, and Metro)
13. Obtain direct funding or in-kind contributions for the Johnson Creek Summit Coordinator position. (Lead: Local jurisdictions)

BUDGET MODIFICATION NO.

Nondep #7

(For Clerk's Use) Meeting Date

JUN 17 1999

Agenda No.

R-12

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Nondepartmental/District 3

DIVISION District 3

CONTACT Steve March

TELEPHONE x85126

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

Steve March

SUGGESTED

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

Authorizing the signing of a memorandum of understanding regarding the Johnson Creek Watershed, and allocating \$2,500 from the General Fund contingency.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This appropriation will help pay for the Johnson Creek Watershed Summit meeting that was held in November, 1998. It is a pass-through payment to the City of Portland, as the City's Bureau of Environmental Services is serving as the fiscal agent for the Summit.

99 JUN - 9 PM 2:38  
COUNTY CLERK'S OFFICE  
MULTI-COUNTY  
OREGON

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

Reduces General Fund contingency by \$2,500

4. CONTINGENCY STATUS (to be completed by Budget & Quality)

General Fund Contingency before this modification 6/9/99 \$ 2,921,797

Date

After this modification \$ 2,924,297

Originated By <u>Steve March</u>	Date <u>6/9/99</u>	Department Director <u>Steve March</u>	Date <u>6-9-99</u>
Plan/Budget Analyst <u>Julie Neburka</u>	Date <u>6/9/99</u>	Employee Services	Date
Board Approval <u>NEBURKA</u>	Date <u>6/17/99</u>		





LISA H. NAITO  
Multnomah County Commissioner, District 3  
1120 SW Fifth Avenue, Suite 1500  
Portland, Oregon 97204-1914  
Phone (503) 248-5217 Fax (503) 248-5262

## MULTNOMAH COUNTY OREGON

---

# SUPPLEMENTAL STAFF REPORT

---

TO: Board of County Commissioners

FROM: Commissioners Lisa Naito

DATE: June 9, 1999

RE: Resolution authorizing the Signing of a Memorandum of Understanding Regarding Johnson Creek Watershed and Allocating \$2,500 from Contingency Under the MOU

---

1. Recommendation/Action Requested:

Approval of Resolution.

2. Background/Analysis:

On November 14, 1998 citizens and representatives of local government met to discuss ways to help create and sustain the Johnson Creek watershed-community and identify steps for the next 12 months to achieve the vision of a healthy and vibrant watershed. One step was for all the local governments to reach a memorandum of understanding to voluntarily cooperate to realize that vision. This is that memorandum of understanding (MOU).

3. Financial Impact:

This will require expenditure of \$2,500 from this year's contingency fund to be paid to the City of Portland's Bureau of Environmental Services. Funding for the 1999 Summit has been requested, as has funding for the Johnson Creek Watershed Council.

4. Legal Issues:

The MOU is legally non-binding, but represents an intent to work cooperatively to realize the vision of a healthy and vibrant watershed.

5. Controversial Issues:

None known.

6. Link to Current County Policies:

Several of Multnomah County's benchmarks are related to the work in the watershed: Community Preparedness; Sense of Community in Neighborhoods; Water Quality; Open Spaces; Land Use Planning; Community Design; Citizen Involvement; and, Government Responsiveness.

7. Citizen Participation:

The 1998 Summit was attended by over 300 people from the community, local, state and federal government. Citizen involvement in planning and policy making is part of the process being used by the local governments and the watershed council.

8. Other Government Participation:

This MOU is with the Clackamas and Multnomah Counties, the cities of Portland, Gresham, Milwaukie and Happy Valley, and Metro.

MEETING DATE: JUN 17 1999  
AGENDA NO: R-13  
ESTIMATED START TIME: 10:35

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Metro's Traffic Relief Options Study

BOARD BRIEFING: DATE REQUESTED: June 17, 1999

REQUESTED BY: April Siebenaler

AMOUNT OF TIME NEEDED: 30 minutes

REGULAR MEETING: DATE REQUESTED: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: April Siebenaler TELEPHONE X29637  
BLDG/ROOM # 455/Yeon Annex

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Metro's Traffic Relief Options Study

SIGNATURES REQUIRED:

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

(OR)

DEPARTMENT MANAGER: Lawrence Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

ASCK2350.AGD

CLERK OF BOARD OF COUNTY COMMISSIONERS  
JUN - 9 AM 8:48  
MULTI-COUNTY  
OREGON

ASCK2350.AGD



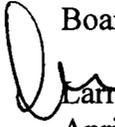
# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1600 SE 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR • 248-3308  
DIANE LINN • DISTRICT 1 • 248-5220  
SERENA CRUZ • DISTRICT 2 • 248-5219  
LISA NAITO • DISTRICT 3 • 248-5217  
SHARRON KELLEY • DISTRICT 4 • 248-5213

## MEMORANDUM

TO: Board of County Commissioners

FROM:  Larry F. Nicholas, P.E., Director, Department of Environmental Services  
April Siebenaler, Transportation Planning Specialist

TODAY'S DATE: June 7, 1999

REQUESTED PLACEMENT DATE: June 17, 1999

RE: Traffic Relief Options Presentation

I. Recommendation/Action Requested:

Informational briefing on Metro's Traffic Relief Options Study.

II. Background/Analysis:

Metro is in the second phase of a congestion pricing study for the Portland metropolitan area. The "Traffic Relief Options" study has been evaluating the use of congestion pricing or peak period pricing as a tool to manage transportation demand and congestion in the Portland area. A Task Force of area citizens has been advising the region on the study and helping to determine whether support can be generated for a demonstration project and, if so, the parameters of a pilot project. The County has participated in a Technical Advisory Committee for the study.

The task force has reviewed eight different congestion pricing options. Each options was evaluated on several factors, including: the financial and public costs; traveler benefits; societal benefits; equity between income groups; consistency with land use and transportation policies; societal and market effects; and public acceptance.

The task force will be forwarding policy recommendations to the Joint Policy Advisory Committee on Transportation (JPACT) with regard to congestion pricing in the Portland area.

III. Financial Impact:

No financial impact.

IV. Legal Issues:

No legal issues.

V. Controversial Issues:

The purpose of the study is to determine the technical and political feasibility of congestion pricing in the Portland area. There may be citizens who feel that congestion pricing is another form of taxation and may resist it. However, one of the stated purposes of the study is to look at the political feasibility.

VI. Link to Current County Policies:

The study being carried out relates to several of the physical support systems policies as outlined in the Comprehensive Framework Plan as follows:

**Policy 33a: Transportation System**

The county's policy is to implement a balanced, safe, and efficient transportation system.

**Policy 34: Trafficways**

The county's policy is to develop a safe and efficient trafficway system using the existing road network.

VII. Citizen Participation:

A task force of citizens has been involved in all phases of the study. The task force reviews all findings and makes recommendations to policy and technical groups. Task force meetings are open to the public.

No public testimony is expected at the Board meeting.

VIII. Other Government Participation:

In addition to Multnomah County, other jurisdictions have been participating in the study, including: ODOT, Metro, Port of Portland, Clackamas County, City of Portland, Tri-Met, DEQ, and Washington County.

# TRAFFIC RELIEF OPTIONS STUDY

## PRELIMINARY FINDINGS 4/8/99

### Introduction

These findings are intended to serve as a starting point for development of policy guidelines or principles with respect to peak period pricing. Once finalized by the Task Force, the document will be reviewed by the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council. Ultimately, the findings will serve as a basis for the Task Force's final policy recommendations to JPACT, the OTC and the Metro Council at the end of the study.

Since the study is on-going and significant work remains, any findings developed at this point are preliminary. Changes based on future evaluation results will be incorporated as appropriate.

Note: A public education and outreach program has been conducted including focus groups, workshops, newsletters, media briefings, group presentations, a webpage and interviews with stakeholders. The people who provided feedback on the study in one or more of these activities are referred to as "participants".

### Study Context/Need

Dramatic increases in congestion in the Portland metropolitan area and the projected population growth over the next twenty years are expected to lead to serious, system-wide congestion. In the past decade, congestion in the Portland area has steadily increased. The Portland region ranked as the 14<sup>th</sup> most congested place nationally in 1993, up from 18<sup>th</sup> in 1982. During that period, our congestion index increased by more than 27% and annual hours of delay experienced by drivers more than doubled.<sup>1</sup> While some of this increase is due to population growth, the average Oregonian drove 74% more miles in 1994 than in 1980.<sup>2</sup>

With regional population expected to increase by 600,000 over the next twenty years, congestion will worsen. This fact, coupled with the decline in revenues available for capacity improvements, result in a huge projected gap between available transportation resources and needs. Over the next twenty years, just to keep congestion at current levels, transportation needs are expected to outstrip available revenues by \$3 billion. Further, if we wanted to eliminate congestion we would need \$13.5 billion instead of the \$1 billion we are expected to have. Even if we were able to finance this magnitude of road construction, it would make it impossible for us to maintain conformity with federal air quality standards.

---

<sup>1</sup> Urban Roadway Congestion – 1982 to 1993, Volume 1: Annual Report (Texas Transportation Institute, FHWA/TX-97/1131-8, 1996)

<sup>2</sup> Oregon Department of Transportation

With people driving more, population increasing and available resources for new capacity declining, alternative approaches to congestion management are needed. For these reasons, regional decision-makers agreed to examine the possibilities of peak period pricing as part of the Federal Highway Administration's Value Pricing Pilot Program.

### **Definition of Peak Period Pricing for the Portland Metropolitan Area Study**

**1. Finding:** Peak period pricing includes congestion management policies that: (1) involve pricing; (2) are tied to use of roadway system; and, (3) are location and time of day specific. The need for new capacity is primarily related to the peak period demand on key facilities. Peak period pricing policies seek to maximize system efficiency by providing an incentive for people to change their driving patterns. This unique ability to moderate demand should be a key factor in the decision to apply peak period pricing to a facility.

**Rationale:** Because pricing applications with the above characteristics directly affect the decision to drive on a particular road, for a specific distance and at a certain time of day, they target congestion more effectively than other fees that are tied to vehicle ownership or general use. By encouraging some drivers to use other routes, modes or travel at different times of day, peak period pricing reduces delays for those who must be on the road at rush hour.

### **General Considerations**

**2. Finding:** A relatively modest shift in travel choices on freeways that are at or near capacity can result in significant reductions in congestion and more stability in the system.

**Rationale:** As traffic volumes on a facility approaches capacity, delays increase exponentially with the addition of each car.<sup>3</sup> Thus, in most cases the reduction of demand by a few percentage points can dramatically reduce, or even eliminate, the delays. In addition, as a roadway approaches capacity incident delays increase dramatically in frequency and severity.

**3. Finding:** A basic requirement of any peak period pricing project is that it provides positive transportation system performance benefits for both individual users and the transportation system as a whole.

**Rationale:** Traveler time savings are a key reason to consider peak period pricing. If there are not net positive time savings, the project is not economically justified. Other benefits to the traveler are increase reliability and safety. The jurisdiction might also avoid the expensive projects costs associated with developing new capacity.

**4. Finding:** Public understanding is key to acceptance of a demonstration project. A demonstration project – where people are able to experience pricing first hand - is a critical step to increasing awareness before a decision can be made on larger

---

<sup>3</sup> Highway Capacity Manual (Transportation Research Board, Special Report #209, 1985) pp. 2-23 and 3-5.

implementation. However, due to the newness of the concept, further education and outreach on a corridor level may be needed prior to implementation of a proposed project.

**Rationale:** There is little familiarity with this concept among the general public. Demonstration projects elsewhere are considered successful and have achieved local public acceptance of the concept. However, because the concept is so new and potentially controversial, it is important that members of the affected public have an opportunity to learn about the concept and have input prior to implementation. Depending on the feedback obtained during the remainder of the study, it may be necessary to undertake a more targeted public involvement program to determine whether the necessary public support can be obtained to undertake a demonstration project.

**5. Finding:** Any peak period pricing implementation must provide transportation choices.

**Rationale:** Choice, including alternative modes as well as non-priced routes, is the most pressing issue for the general public. Generally, participants believe that education about peak period pricing and availability of transit and other alternatives is important in encouraging people to change their driving behavior. Any peak period pricing option must provide at least transit and should include education and promotion of carpooling and alternatives such as telecommuting and flextime. However, the public especially favors those that offer a route choice, particularly new capacity.

**6. Finding:** If major new capacity is considered in a road or bridge, the use of peak period pricing should be reviewed as one of the options to better manage the capacity.

**Rationale:** Most participants prefer options that include capacity increases to other option types. Further, there appears to be significant support for traditional tolling where the revenues pay for new capacity. Pricing also has the ability to reduce the need for new capacity or to increase the useful life a new roadway.

**7. Finding:** In other areas, peak period pricing has been shown to produce significant dramatic and long lasting reductions in congestion.

**Rationale:** Long term implementations in France and Singapore have shown dramatic and sustained decreases in congestion. On Autoroute A1 between Paris and Lille, where variable tolling was introduced in 1992 to combat severe weekend traffic jams, congestion decreased by 20% during peak periods. In Singapore, rush hour congestion has been reduced 40% since the pricing project started in 1977. Recently opened peak period pricing facilities in Toronto, Canada and Orange County California also promise long-term benefits.

**8. Finding:** Peak period pricing should increase the use of available alternatives, such as transit and carpooling, and lead to more efficient use of the roadway.

Rationale: Projects elsewhere have resulted in measurable increases in the use of alternative modes. The number of carpools increased by 15% on I-15 and 40% on SR-91 in California during the first year of operations. The transit and carpooling are responsible for half of the congestion reduction achieved in Singapore. While route and time shifts may be desirable as well, an increase in use of alternative modes will have longer lasting benefits as congestion spreads to other routes and time periods over time.

9. Finding: Based on outreach to date, partial facilities are generally the type of option most favored by the public, particularly those with new capacity. Most participants believe the partial facility has the greatest chance of public acceptance.

Rationale: Initial feedback from public outreach to date, indicates a strong preference for options that provide more choices. The partial facility option is viewed as providing additional choices because only one lane is priced and others remain available for general purposes. While participants note that the spot, whole facility and corridor options may be the most effective at reducing congestion, and distribute costs and benefits over more people than a partial facility, these types of options have generally elicited more concerns about equity and public acceptance than the partial facilities.

10. Finding: Net revenues of the pricing facility, if any, should be dedicated to transportation system improvements in the corridor priced.

Rationale: The use of the revenues is critical to the success of the project both from a public acceptance and an economic perspective. Outreach has indicated a strong preference for dedication of revenues to the corridor served. The task force will make a recommendation to the Oregon Transportation Commission that net revenues be dedicated to road improvements and alternative mode uses in any demonstration project corridor. The investment of the toll revenues in improvements that benefit society is also necessary from an economic perspective in order to achieve positive cost benefit results.

11. Finding: The following criteria should be used in evaluating any peak period pricing project:

<b>Major Category</b>	<b>Sub-criteria</b>
Implementation	<ul style="list-style-type: none"> <li>• Legality</li> <li>• Technology</li> <li>• Privacy</li> <li>• Impacts on local governments</li> <li>• Use of revenues</li> <li>• Finance</li> <li>• Demonstration value</li> </ul>
Transportation System Performance	<ul style="list-style-type: none"> <li>• Construction, operation and maintenance costs</li> <li>• Total user costs</li> <li>• Travel time savings</li> <li>• Safety</li> </ul>
Equity/Distribution Effects	<ul style="list-style-type: none"> <li>• Impacts by population group, including ability to pay</li> <li>• Availability of transportation options</li> <li>• Impacts by geographical area</li> <li>• Fairness to businesses and commuters</li> </ul>
Conformity with Land Use and Transportation Plans and Policies	<ul style="list-style-type: none"> <li>• Land use, including Region 2040 and Local Comprehensive Plans</li> <li>• Benchmarks in Transportation Planning Rule.</li> </ul>
Societal and Market Effects	<ul style="list-style-type: none"> <li>• Air Quality</li> <li>• Noise</li> <li>• Energy</li> <li>• Economic impacts on employment, freight and commerce</li> <li>• Community/neighborhood effects – diverted traffic and visual impacts</li> </ul>
Public Acceptance/Political Feasibility	<ul style="list-style-type: none"> <li>• By public, interest groups and decision makers</li> </ul>

Rationale: The list of criteria was developed from issues identified by consultant, staff, the Technical Advisory Committee and the Task Force with feedback from the Joint Policy Advisory Committee on Transportation, the Metro Council and the general public.

12. Finding: All major criteria categories should be given significant weight. However positive transportation system performance and public acceptance are basic project requirements of any peak period pricing project.

Rationale: Feedback from the public outreach supports these criteria but considers them all important with none of them standing out significantly. In a preliminary ranking, the

task force determined that the transportation system performance and public acceptance were tied for the most important criteria.

13. Finding: Peak period pricing can have positive environmental and energy conservation benefits.

Rationale: By reducing the need for new capacity, environmentally harmful roadway expansions can be delayed or eliminated. In addition, peak period pricing can encourage mode shift and smooth traffic flows, thereby reducing the use of petroleum products and result in healthier air. Region-wide implementations offer the most benefits. Studies in the San Francisco Bay and Los Angeles areas projected significant reductions in trips, ozone precursors, carbon monoxide and fuel consumption.<sup>4</sup>

14. Finding: Before undertaking a pricing project, effects on different groups (e.g. society as a whole, residents or businesses in a specific area, people of different income groups, etc.) should be examined. However, equity effects need to be considered within the context of the current transportation finance system, where the costs of providing rush hour service are borne by all users of the system not just those who drive in congestion.

Rationale: Other studies and the general public have raised equity as an issue, particularly with respect to low income people and those with little choice about how or when they travel. The concern is greater for options that price all lanes. Therefore, equity is an important consideration in selecting and designing a project. However, other studies have found that low-income drivers tend to drive less during the peak and pay a greater portion of their income for transportation than other drivers do. Thus, it is important to consider the effects on low income drivers in relation to the current situation.

15. Finding: The potential diversion of traffic to alternate routes from a peak period pricing facility needs to be reviewed on a case by case basis as part of review of an option. If effects on neighborhoods are significant, the design or type of pricing implemented should be modified to minimize the negative effects.

Rationale: Peak period pricing has the potential to divert traffic from the priced facility. Some types of diversion, such as significant traffic on residential streets or creation of significant congestion on a parallel arterial, may not be acceptable.

## TECHNICAL

16. Finding: Any facility considered for peak period pricing should be severely congested. Pricing an uncongested facility is not cost beneficial to the individual or society as a whole.

Rationale: The primary user benefit from peak period pricing is time savings. If the roadway priced is not congested, then the potential time savings for the consumer is very

---

<sup>4</sup> Reducing Traffic Congestion: Using Market Prices to Enhance Mobility (US DOT, Report to Congress on the Progress and Accomplishments of the Congestion Pricing Pilot Program, 1998)

small. In this situation, few drivers will take the facility and aggregate time savings (and therefore, benefits to society) will be low. Further, the time delay each driver causes on the facility determines the toll level. If there is no congestion, the delay cost, and the toll, are small. Thus with few users and a low toll, the priced facility will not make any revenue. However, there is a significant base cost for the tolling infrastructure that is incurred regardless of the revenue stream, so the facility will not be cost effective.

17. Finding: Pricing options should provide for electronic readers at every major facility entrance or exit.

Rationale: There is a tendency for cars to divert around tolling locations. In order to charge users accurately and to control the tendency for diversion, major entrances and exits need to be priced.

18. Finding: Priced facilities should have limited or partially limited access.

Rationale: Because electronic readers are required at every interchange, the cost of tolling unlimited access roads is prohibitive. In addition, without limited access, safety issues arise due to the uncontrolled merge weaves taking place.

19. Finding: Electronic technology is the preferred tolling mechanism for projects undertaken in the immediate future.

Rationale: The traditional tollbooth method of collection was found to be too expensive and cumbersome. Licensing or permits are less flexible and require much more labor for enforcement. Global Positioning System technology, while extremely flexible, has not yet been implemented for the purpose of tolling and is still relatively expensive.

### **Considerations for Each Type of Application**

**Spot: Pricing of a single location.**

20. Finding: An effective spot location must have few opportunities for potential diversion. It should be a choke point, like a bridge, a tunnel, or a road with few parallels. If there are numerous parallel routes (for example bridges) in close proximity, consideration should be given to pricing them all.

Rationale: By pricing a single location the opportunity for diversion is greater. If there are numerous possible alternative routes, spot pricing will be ineffective and may create significant diversion of traffic.

**Partial facility: Pricing of one or two lanes of a larger facility.**

21. Finding: The priced lane should be separated from the rest of the facility by pylons or some other barrier.

Rationale: Lane crossings slow a facility and may create a safety hazard. Also, if the priced and unpriced lanes are not separated vehicles may merge in and out at will thereby creating a safety and enforcement problem.

22. Finding: A partially priced facility must leave at least two general-purpose lanes.

Rationale: If a lane is taken away from a two-lane general purpose facility, its operations will be severely compromised and traffic tie-ups will multiply.

23. Finding: For maximum effectiveness, the partial facility should provide ingress and egress at uncongested locations. Completely separated on and off ramps are ideal.

Rationale: If access is from or to a bottleneck, traffic may back up on the priced facility, limiting its benefits.

24. Finding: Only create a partial facility on a new or severely underutilized lane such as an HOV or a lane taken from the non-peak direction.

Rationale: Taking a congested lane from mixed traffic results in negative time savings benefits. The time lost by drivers priced off the facility and those on the now even more congested general purpose lanes outweighs the time saved by those who remain on the facility.

25. Finding: Reversible priced lanes taken from the non-peak direction should have a peak/non-peak ratio of at least 60:40.

Rationale: If the peak/non-peak ratio is less than 60:40, the time lost by non-peak direction commuters (who are now traveling with fewer lanes) will outweigh the time-savings in the peak direction.

26. Finding: Reversible lanes should be separated from the general-purpose lanes by moveable concrete barriers. Adequate shoulder lanes are needed for both the priced and non-priced facility.

Rationale: The concrete barrier is a safety measure. It is need to separate the traffic in the reversible lane and the non-peak traffic that is flowing in the opposite direction. Once you have a concrete barrier, the lanes can no longer share a breakdown shoulder.

**Whole facility: All lanes of a roadway.**

**Corridor: Pricing of all lanes of a congested facility plus parallel arterials.**

27. Finding: Corridor pricing should only be used if there is a strong network of parallels to the main facility that would result in undesirable traffic diversion.

Rationale: Corridor pricing requires more infrastructure and enforcement than whole facility and is more costly to implement. It should only be used if needed.

**Area Pricing: Pricing all roads within a defined major destination such as a regional center.**

28. Finding: Eliminate this type from further consideration because there are few or no strong candidates within the region.

Rationale: Area pricing should only be undertaken in a well defined area which: has serious congestion, has room for improvement in mode split, is a significant trip attractor and contains a strong mix of uses that is capable of withstanding the deterrence to traffic that might be posed by pricing. There are few or no areas that have all of these qualities in the Portland Metropolitan area.

**Parking Pricing:**

29. Finding: Eliminate parking pricing from consideration as a peak period pricing measure.

Rationale: In order to address congestion, parking pricing needs to vary by time of day, affect the majority of parkers in an area and be observable to those targeted. Parking cash outs, regulation of public and private parking, a tax on owners or operators of public and private parking, a tax on users of public or private parking were all reviewed by the study. It was determined that electronic technology would be needed to make parking pricing meet the above goals. Once electronic tolling is needed, the costs are not significantly less than roadway pricing, which is more effective because it targets the specific driving length and location.

**Other Public Acceptance Findings**

30. Finding: Privacy has been raised as a concern. However, increased familiarity and experience with the technology reveals it to be a relatively minor issue.

Rationale: The concern over privacy was expressed early in the study; however, it has not shown up as a major concern as the study has progressed. This may be due to the increasing comfort of the public with electronic payment technologies in general and more specific information about the technology proposed for peak period pricing. This experience is similar to results in other location such as SR-91 where privacy was raised

initially, but disappeared once the project was implemented. Privacy becomes a larger issue if all lanes were priced because drivers would no longer necessarily have a choice as to whether to use the tolling facility. Those concerned about privacy would be given the option of opening a blind account.

### **Conclusion**

Based on the evaluation to date, peak period pricing appears to have potential to be a valuable part of the mix of solutions that will be needed to address congestion problems confronting the region over the next twenty years. As the findings above indicate, peak period pricing can provide an effective incentive to travelers to use of alternative modes, routes and times of day. It also offers significant time savings to those who travel on the priced lanes. Peak period pricing also offers the possibility of greater mobility with a reduced effect on the environment than major roadway expansion.

There is no silver bullet, however, and a variety of funding sources and management strategies should be considered. At this point in time, for example, we do not recommend wholesale replacement of the gas tax with peak period pricing. Despite the recent surge in peak period pricing projects, the national and international experience with the concept is still limited. More time is needed to evaluate the effects through further demonstration projects before undertaking a major policy initiative to comprehensively price our road system. In addition, public objection to pricing existing roads must be examined. Further, our findings indicate that only the most congested locations can produce the revenues needed to finance expansion. Less utilized roads in residential and rural areas may need to be subsidized. Finally, the technology needed to price all roads is not yet fully tested.

## **TRAFFIC RELIEF OPTIONS STUDY TASK FORCE RECOMMENDATIONS - 6/15/99**

Note that these Task Force recommendations are proposed for incorporation into the Regional Transportation Plan (RTP) after review and acceptance by the Joint Policy Advisory Committee on Transportation (JPACT), the Metro Council and the Oregon Transportation Commission. The RTP should further identify locations where the policy should be applied and evaluate the effect of the direction.

### **POLICY RECOMMENDATIONS**

#### **General Policy Recommendations**

The region has transportation needs that far exceed available and anticipated revenues, therefore:

1. Appropriately applied, peak period pricing can be an appropriate tool to manage congestion. It also could generate revenues to help with needed transportation improvements.
2. Peak period pricing should be considered as a feasible option when major, new highway capacity is added to the system.
3. Existing roadways should not be priced at this time.
4. As new capacity projects are studied, JPACT should identify at least one specific project for which peak period pricing is appropriate to serve as a pilot within two years. Attachment A is a list of new capacity projects proposed for inclusion in the Regional Transportation Plan (RTP) for which peak period pricing should be considered. The attached summary evaluation chart includes criteria that should be used to evaluate the viability of peak period pricing in these and other locations where major, new highway capacity is added to the system.
5. JPACT should pursue Value Pricing Pilot Program funds from FHWA for development of detailed implementation plans and/or administration of pilot projects.

### **Policy recommendation for major, new roadways**

Circumstances where peak period pricing may be appropriate are:

- 1) When one or more lanes are being added to a currently congested highway, peak period pricing for a stretch of several miles should be considered.
- 2) Where a major new highway facility is being constructed where none exists now to provide congestion relief in the corridor, peak period pricing of all lanes should be considered.
- 3) Where a major facility (bridge or highway) is undergoing reconstruction and significant capacity is being added, pricing of one or all lanes should be considered.

Why should peak period pricing be considered?: The Traffic Relief Options Study Working Paper #9 demonstrates that appropriately applied peak period pricing offers significant economic, environmental and transportation benefits to individual users, various user groups and the entire system. The task force's evaluation of the public's acceptance concludes that the public seems willing to consider pricing where only one lane is priced, where capacity is added and where congestion is perceived as serious, thereby providing a new transportation choice. Working Paper #9 reflects the judgment that pricing of single or new lanes is the only type of pricing that has the potential to both produce significant benefits and achieve public acceptance at this time. Pricing of new roadways or added lanes can provide significant travel benefits, reduce diversion of traffic into neighborhoods and cover the costs of the tolling equipment and operation. In addition, it can generate some revenues towards the cost of constructing needed new capacity.

### **Policy recommendation for existing roadways**

The task force does not recommend pricing of existing roadways at this time, including:

- 1) Pricing of existing lanes of a congested highway where no new capacity is being added.
- 2) Pricing of all lanes of an existing, congested highway plus any parallel arterials.
- 3) Pricing of any uncongested roadways or streets with unlimited access.

However, the task force does acknowledge that the pricing of existing roadways may have benefits for the region. There are applications that would have clear net financial and net transportation benefits to the region from pricing whole roadways.

Why not price existing roadways?: The primary reason that existing roadways should not be considered for pricing at this time is the current strong negative reaction that the

public has to that approach as documented in Working Paper #9. In addition, pricing of whole roadways appears to have negative effects on local streets and neighborhoods due to traffic diversion. The impacts on specific groups would also need to be further addressed. The analysis shows that many of the traveler benefits from pricing of existing roadways appear to come from the reduced costs of ownership due to reduced miles of auto travel. Finally, pricing existing roadways can have a negative impact on accessibility to major regional destinations.

## PROJECT RECOMMENDATIONS

### Options to add new lanes recommended for further consideration as part of a corridor study

#### Option E - Partial facility on Highway 26:

- Produces tolling and fare revenues that cover cost of tolling equipment and operations and most of the new capacity.
- Demonstrates the best traveler benefits<sup>i</sup> and good net transportation benefits<sup>ii</sup> to the region.
- Improves mobility and continues access to major regional destinations.
- Reduces diversion of traffic onto local arterials and neighborhood streets.
- Benefits all income groups progressively.
- Offers only neutral benefits for trucks, because a portion of the lane (from Highway 217 to Sylvan) will be built by 2005 and this capacity is reconfigured for a High Occupancy Toll (HOT) lane. However, trucks were not allowed on the priced lanes as modeled, but package vans may be allowed if ultimately implemented, which should increase benefits.
- Based on outreach to date, demonstrates strong public acceptance potential due to the addition of a new travel option in a highly congested corridor. However, pricing will also include lanes that are already under construction, which may become an issue.

#### Option F - Partial facility on Highway 217:

- Generates revenue in 2005 sufficient to pay for operating and capital costs associated with pricing and a small portion of new capacity associated with project.
- Produces significant traveler benefits even when the costs of additional auto travel are subtracted.
- Demonstrates positive net transportation benefits, even after subtracting the cost of new capacity
- Generates benefits to all income groups and trucks.
- Improves mobility and continues accessibility to regional destinations.
- Based on outreach to date, shows strong potential for public acceptance due to the addition of a new travel option in a congested corridor.

#### Option G – Partial facility on McLoughlin:

- Is low cost as designed (a lane is added only from Tacoma to Harold Streets)
- Generates revenues in 2005 sufficient to cover cost of pricing equipment and operations and a significant portion of costs of new capacity and transit.
- Includes only a short distance of new lane (most is existing), which results in lower traveler benefits than other partial facilities. The congestion relief on streets near the new capacity is counterbalanced by traffic diversion elsewhere.

- Offers positive benefits for all income groups but only neutral benefits to trucks due to limited new capacity.
- Ranked only neutral on public acceptance, based on outreach to date. While as a partial, it was positively received, the facility is perceived to be less severely congested than other locations.

**Options that price existing lanes that are not recommended for implementation**

*The following options do not have significant benefits and are not recommended.*

Option A – Reversible lane on I-5S:

- Has high costs and generates low revenues.
- Generates little traveler benefits because the option takes a lane from the non-peak direction, which has higher volumes than can be accommodated on the remaining lanes.
- Has negative net transportation benefits.
- Affects income groups positively and progressively, but harms trucks due to the diversion of traffic in the non-peak direction.
- Scored neutral on public acceptance, based on outreach to date. While it only prices one lane and creates a new travel option in the peak direction, the priced lane is taken away from the non-peak direction where the public perceives it is needed.

Option B – Whole Facility on I-5 South:

- Based on outreach to date, scores negatively on public acceptance due to pricing of existing lanes of an entire highway.
- Generates strong revenue and overall transportation benefits, however traveler benefits are negative until the reduction in auto ownership costs are included.
- Reduces auto accessibility to several major regional destinations.
- Negatively impacts neighborhoods due to excessive traffic diversion.

Option H – Spot on Highway 43 near Sellwood Bridge:

- Is not recommended because it prices all lanes of an existing roadway, which is not acceptable to the public based on outreach to date.
- Also creates a lot of traffic diversion onto already congested routes, which results in negative traveler benefits.
- Diverts so much traffic to longer, congested routes that it adds vehicle miles traveled (VMT) and auto costs to travelers.
- Reduces accessibility to several regional destinations and negatively impacts income groups and trucks.
- Generates negative transportation benefits.

*While the following options may have benefits, they are not recommended due to public acceptance.*

Option C – I-5N Corridor:

- Is not recommended at this time due to the strong negative public feedback obtained from our outreach program associated with pricing an existing highway and arterials.
- Causes significant traffic diversion and reduces accessibility to several major regional destinations.
- However, produces significant net revenues, traveler benefits and net transportation benefits to region.
- Also provides benefits to all income groups and trucks.

Option D – I-84 Whole Facility:

- Is not recommended at this time due to the lack of public acceptance of pricing existing highways.
- Causes diversion of traffic onto arterials and local streets.
- However, like Option C, demonstrates very strong revenue potential and the highest overall net transportation benefits of any option.
- Significantly reduces auto travel, while still generating very large traveler benefits even without counting the reduction in auto ownership costs.
- Offers strong benefits for each income group and for trucks.

---

<sup>i</sup> Traveler benefits here and elsewhere in this document incorporates the time saved (or lost) by travel on the priced facility as well as elsewhere in the region, and the change in out-of-pocket costs to travel (tolls, fares and vehicle operating costs) after pricing.

<sup>ii</sup> Net transportation benefits here and elsewhere in this document means the net timesavings (see footnote 1) less the public costs plus the public revenue from the pricing option.

## Summary evaluation measures

Criterion  Pricing Options	IMPLEMENTATION	TRAVEL PERFORMANCE		EQUITY		CONSISTENCY WITH POLICIES	SOCIETAL AND MARKET EFFECTS		PUBLIC ACCEPTANCE
	Finance/Net Public Costs	Net Traveler Benefits	Net Transportation Benefits	Income Group Impacts		Land Use and Transportation	Environmental Impacts	Diverted Traffic	
	Total Rev - Public Cost/yr (\$million)	Traveler Benefits + Traveler Cost Savings (\$million)	With Productive Toll Use (4b) (\$million)	Are Income Groups Effectuated Equally?	Is there a positive benefit to Trucks?		Is there a Reduction in Pollutants?	Overall Effect of Diverted Traffic	Choice, Effective, Equity, Etc.
<b>Options Eliminated from Consideration</b>									
A I-5 South: Rev HOT, I-405 to 99W	1.8 - 19.8 = (18)	6.5 + (6.4) = 0.1	(17.9)	++	-	○	-	-	○
H Highway 43 near Sellwood Bridge	7.4 - 1.1 = 6.3	(5.8) + (9.6) = (15.4)	(9.2)	-	--	-	-	-	--
<b>Options that Price Existing Capacity</b>									
B I-5 South: 1-405 to 1-205	30.5 - 5.6 = 24.8	(6.4) + 14 = 7.5	32.4	++	++	○	+	--	--
C I-5 North: I-405 to Delta Park	24.3 - 4.4 = 19.9	13.6 + 3.4 = 17	36.9	++	++	○	+	-	--
D I-84: Grand Ave to 238th Ave	24.8 - 3.8 = 21	10 + 11.9 = 21.9	42.9	++	++	+	+	-	--
<b>Options that Price New Lanes</b>									
E Highway 26: Vista Tunnel to 185th	4.1 - 4.4 = (0.3)	21.1 + (7.4) = 13.7	13.4	++	○	○	-	+	++
F Highway 217: Highway 26 to I-5	2.2 - 7.2 = (4.9)	15.6 + (8.6) = 7	2.0	+	+	+	-	+	++
G SE McLoughlin: Ross Is. Bridge to Hwy 224	2 - 3.9 = (1.9)	7 + (4.6) = 2.4	0.5	+	○	○	-	○	○

Performance Ratings: + + positive  
 + slightly positive  
 ○ neutral  
 - slightly negative  
 - - negative

<sup>1</sup> The environmental numbers indicate only relative performance. In general, pricing of roads has positive effects on air quality and energy usage. The options that add new capacity (E, F and G) increased VMT due to more travel, which resulted in very slight increases in pollutants. It is anticipated that these increases would be higher if the same capacity were built without pricing.

## ATTACHMENT A

### TRAFFIC RELIEF OPTIONS STUDY RECOMMENDATIONS *Status of Proposed Highway Capacity Improvement Projects<sup>1</sup>*

The following information provides an overview of highway corridor capacity strategies as identified in the draft Regional Transportation Plan. Each corridor's status relative to system-level studies or project development activities is also noted. The Task Force recommends that JPACT require that peak period pricing should be evaluated through system-level study or project development in these corridors.

#### Interstate-5 North

RTP Status: Complete *I-5 Trade Corridor Study* and phase added capacity improvements through 2010.

Current Status: Two-year *I-5 Trade Corridor Study* to evaluate alternative highway and bridge improvements (study recommendations by early 2001); *I-5 HOV Demonstration* under test.

#### Highway 26 (Sunset)

RTP Status: Phase in widening to six lanes from Sylvan to 185<sup>th</sup>. To Murray Blvd. by 2010; to 185<sup>th</sup> by 2020.

Current Status: Sylvan to Canyon is under construction; Sylvan phase 3 funded in 2000-2003 STIP(proposed); eastbound 217 to Sylvan has complete FEIS and plans, but unfunded; 217 to 185<sup>th</sup> needs study, EIS, and plans, and is unfunded. Sunset to 185<sup>th</sup> may be included in whole or part in conjunction with *217 Corridor Study* (see below).

#### Highway 217

RTP Status: Add capacity from I-5 to US 26 between 2011 and 2020. Complete I-5/217 Interchange phases 1 and 2 by 2005 and phase 3 by 2010.

Current Status: Phases 1 and 2 of I-5/217 Interchange are funded in current STIP. Phase 3 designed, but unfunded. Beginning *217 Corridor Study*.

---

<sup>1</sup> As listed in the *1999 Draft Regional Transportation Plan*

McLoughlin Blvd.

RTP Status: Access management, connect to I-5 with new ramps, build reversible travel lane from Ross Island Bridge to Harold and widen to six lanes to I-205 between 2011 and 2020.

Current Status: MLK/Grand viaduct scheduled for replacement in current STIP (could be widened to six lanes pending discussion with ODOT). Existing McLoughlin plans need to be revised; high capacity transit study proposed to begin 1999.

I-205

RTP Status: Complete a detailed corridor study to focus on freight mobility and inter-regional traffic. I-205/Airport Way interchange; Oregon City Bridge widening and climbing lanes; potential widening from I-5 to West Linn and express lanes from Oregon City to I-84 all between 2011 and 2020.

Current Status: Study proposed for future date.

Sunrise Corridor (I-205 to US 26 at Ashley's Village):

RTP Status: Phase 1/Unit 1, I-205 to Rock Creek, construct new 4-lane highway between and acquire remaining right-of-way between 2000 and 2005. Construct Rock Creek to 242<sup>nd</sup> (phase 1 Unit 2 and Phase 3) and 242<sup>nd</sup> to US 26 (phase 3) between 2011 and 2020.

Current Status: EIS and plans complete for phase 1; project development and environmental for subsequent phases pending legislative action on transportation finance.

I-5/99W Connector (Tualatin-Sherwood):

RTP Status: Construct 4-lane tollway with access control in Sherwood area by 2010.

Current Status: Corridor and system-level study complete; tolling authority granted through legislature.<sup>2</sup> Project and environmental studies are pending legislative action on transportation finance.

---

<sup>2</sup> Tolling authority has been granted by the Oregon legislature for the I-5/99W connector and for one other Portland area project. The latter project could be any of the ones listed in this sheet.

# Traffic RELIEF Options Study News

## Peak Period Pricing: Another Tool to Manage Congestion



More people...more cars...more drivers. Traffic congestion is increasing in the Portland region. Traffic delays, particularly at the peak hour, are expected to worsen in future years, increasing air pollution and diminishing our quality of life. Even if we could afford to build new roads, major expansion of the system is costly, has significant environmental impacts and would not decrease congestion in the long run.

A 13-member citizens task force appointed by Metro is addressing alternative ways to ease traffic congestion as part of the Traffic Relief Options Study. The study is being undertaken by Metro, in partnership with the Oregon Department of Transportation (ODOT), to evaluate if peak period pricing – charging a fee to use express lanes at the busiest times of day – should be applied in highly congested locations in the Portland region. By paying a toll electronically, drivers would not stop and can save travel time by bypassing congestion.

A relatively new concept in traffic management, peak period pricing is being used successfully to reduce congestion in Orange County and San Diego, California, Lee County, Florida and Houston, Texas. It is also being applied internationally in countries such as Canada, France and Singapore. In addition to Oregon, a number of areas around the country, including Minneapolis, Los Angeles, and New York, are studying the concept. In the Portland area, peak period pricing may be one more tool to help ease congestion. It can complement traditional strategies such as flexible work hours, carpool programs, transit and highway expansion.

### Study Task Force

A 13-member task force of community and business leaders is providing an independent perspective on the study and will report its recommendations to the Metro Council and the Oregon Transportation Commission at the conclusion of the work. Task force meetings are held monthly and are open to the public.

#### Chair

Carl Hosticka  
Associate Vice President,  
Statewide Education Services  
for the University of Oregon;  
former State Representative

#### Betty Atteberry

Executive Director,  
Westside Economic Alliance

#### Karen Stewart

Director of Products,  
US West

#### Ken Baker

Attorney,  
Oregon State Senator

#### Al Bullier, Jr.

Senior Vice President,  
Colliers International

#### Steve Clark

Publisher,  
Community Newspaper, Inc.

#### Lawrence Dark

President/CEO,  
The Urban League of Portland

#### Alternate:

Alan Hipólito  
Environmental Programs Director,  
The Urban League of Portland

#### Jon Egge

President,  
MP Plumbing

#### Matt Klein

Senior Vice President,  
Ashforth Pacific, Inc.

#### Tom Mesher

President,  
Mesher Supply

#### Anitra Rasmussen

Oregon State Representative

#### Mark Gorman

Government Affairs Department,  
Intel

#### Ethan Seltzer

Director,  
PSU Institute of Metropolitan  
Studies

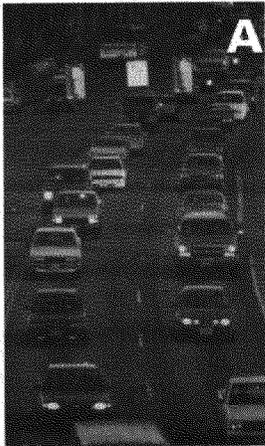
#### Ex-Officio

Mike Burton  
Executive Officer,  
Metro

#### Henry Hewitt

Chair,  
Oregon Transportation  
Commission

# Update on the Portland Region's Study



**A**fter reviewing preliminary technical data, the citizens task force and Metro staff initially selected more than 40 options from the most congested areas in the region that could possibly be helped by some type of pricing. These options were evaluated against a variety of criteria including cost, time savings to drivers, availability of transit and other travel alternatives, effects on local neighborhood streets and potential for public acceptance. The task force then selected nine options for more detailed analysis.

Of these, eight represent different possible solutions for various congested places in the region. The ninth option is not to pursue peak period pricing at all and to continue to look for other ways to relieve congestion. The eight location options are now undergoing more detailed technical evaluation related to the criteria mentioned above, as well as other considerations such as possible effects on low-income drivers. If, at the end of the study, the task force decides the concept has merit, one of the eight locations may be selected for a possible demonstration project.

## Public Helps Evaluate Options

Through a variety of forums, citizens have been given the opportunity to review the information to date and to express their opinions. Public outreach has included focus groups, three series of workshops, slideshow presentations to civic, business and neighborhood organizations, a project hotline, a world wide web page, mailings, newsletters and personal interviews with people throughout the region.

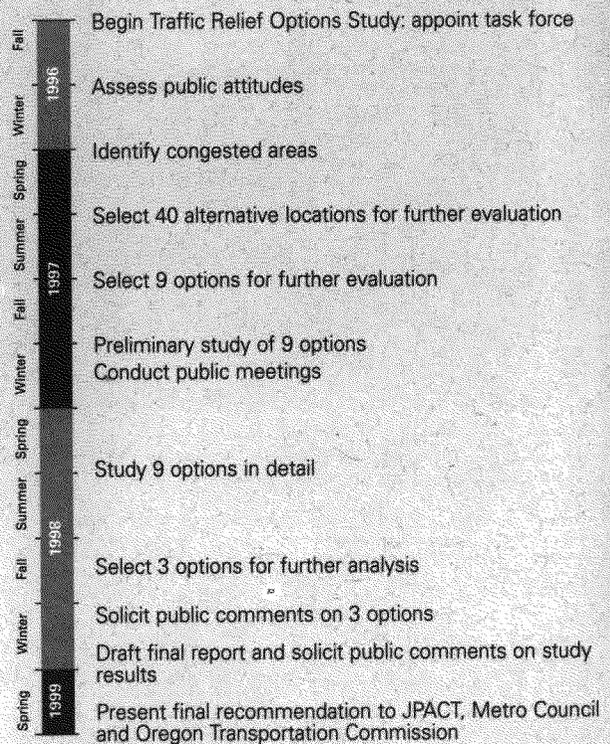


This fall, the task force will consider the results of the technical analysis and public comments in selecting three of the eight options for the last round of technical study and public review. More public workshops and focus groups, presentations and a public opinion survey will be undertaken to ascertain public perception of the advantages and disadvantages of each of the three options. At the end of the study the task force will

decide whether peak period pricing is an appropriate tool for this region and, if so, recommend a pilot project to the Metro Council and Oregon Transportation Commission for approval.



## Traffic relief study timeline

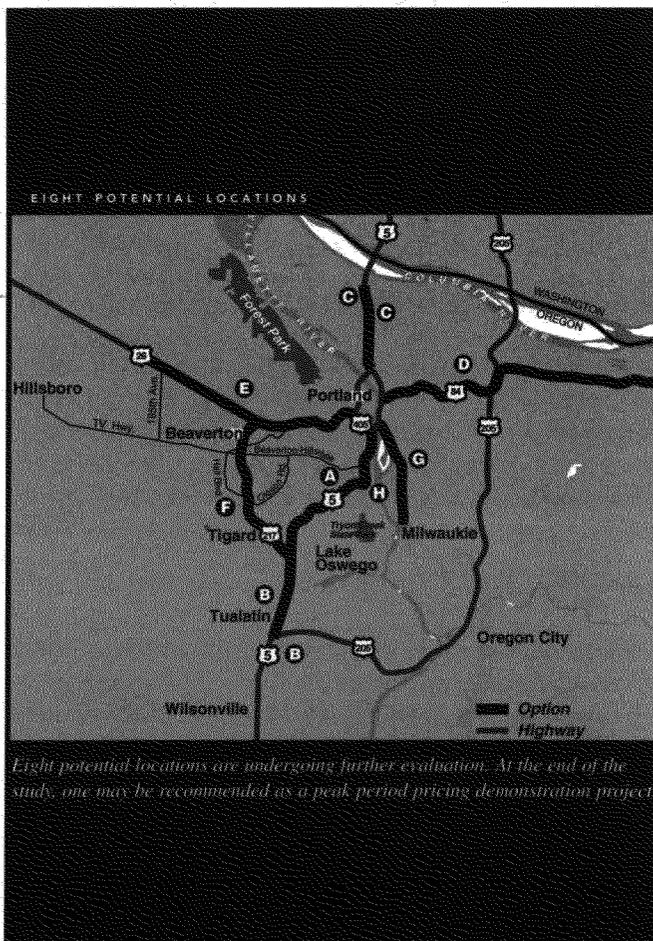


## Alternatives Being Reviewed

The following are being studied as possible locations for a peak period pricing pilot project.

### Option

<b>A</b>	<b>I-5 South between I-405 and 99W</b>	One express toll lane and three regular lanes in the peak direction with two regular lanes in the non-peak direction.
<b>B</b>	<b>I-5 South from I-405 to I-205</b>	All lanes in the peak direction would be priced with a possible new lane southbound between I-405 and SW Terwilliger
<b>C</b>	<b>I-5 North from I-405 to Delta Park</b>	All lanes in the peak direction would be priced. In addition, the parallel roads of N. Portland Rd., Denver and Vancouver Avenues, and NE Martin Luther King, Jr. Boulevard would be priced where they cross the Columbia Slough.
<b>D</b>	<b>I-84 between Grand Ave. and 238th Ave.</b>	All lanes in the peak direction would be priced.
<b>E</b>	<b>Highway 26 from the Vista Tunnel to SW 185th Avenue</b>	One express lane in each direction would be priced. New lanes would be built between the Sylvan interchange and Highway 217, and between SW Murray Blvd. and 185th Ave.
<b>F</b>	<b>Highway 217 from Highway 26 to I-5</b>	One new lane in each direction would be added and priced.
<b>G</b>	<b>SE McLoughlin Boulevard from the Ross Island Bridge to Highway 224</b>	One express lane in the peak direction would be priced, with the addition of a new lane in each direction between SE Tacoma and Harold Streets.
<b>H</b>	<b>Highway 43 near the Sellwood Bridge</b>	All lanes would be priced at a spot on SW Macadam Avenue, (Highway 43) near the Sellwood Bridge.



## What You Told Us

Last November, participants in a series of public workshops around the region made valuable comments that have been incorporated into the evaluation process. They include:

- For all options, availability of transit and other alternatives is very important.
- More participants favor options where only one lane is priced, although some say that the options where all lanes are priced may be more effective in reducing congestion and distributing costs and benefits over more people.
- Workshop participants support the evaluation criteria in general, without a clear preference for any one criterion over the others.
- Most participants prefer options that include additional lanes.
- Equity is an important issue, both in the context of possible impacts on low income residents and also the effect of pricing on people with little or no choice about how or when they travel.
- A majority of participants favor using revenues for operation and maintenance of a priced facility and/or for improvements on or near the facility. There is no clear preference between spending the money on new lanes or for bicycle, pedestrian or transit improvements.

Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

## Public Participation a Key Component

Metro has engaged the public throughout the region in a variety of ways to discuss potential impacts and benefits of the options, criteria, and other issues associated with peak period pricing:

- Public workshops in six locations.
- Focus groups, particularly with people who commute regularly.
- Interviews with business leaders, elected officials, local government staff, community, transportation and interest group representatives.
- Workshops with representatives of a variety of business, environmental, neighborhood, civic and other community groups.
- Fact sheets and newsletters.
- Articles in the Oregonian, local and community newspapers and newsletters distributed by a variety of organizations.
- A worldwide web page and hotline with opportunities to comment.



METRO



## We Want to Know What You Think.

For more project information  
call the **Oregon Inside Line** at 225-5555 ext. 3073.

Or call the **Transportation Hotline** at 797-1900  
to comment on the study, obtain factsheets and newsletters,  
to be added to the mailing list,  
or to schedule a presentation with your business,  
neighborhood or other civic group.

Check out our website and/or  
complete our online Traffic Relief Options questionnaire.  
[www.metro.dst.or.us](http://www.metro.dst.or.us)

Look for MILT, Metro's transportation infomobile.  
Over the next few months,  
MILT will be featured at community events around the region.

Attend one of our Task Force meetings.  
They are generally held on the second Thursday of each month.  
Call the hotline to confirm.

# Traffic RELIEF Options Study

*"The region needs to look at all alternatives to reducing traffic congestion. Peak period pricing should be fully evaluated."*

—MIKE SALS GIVER, Government Affairs Manager, Intel

Summer/Fall 1998

## Peak Period Pricing Gaining Popularity in U.S., Europe and Asia

### Portland area studying concept

Would drivers be willing to pay a fee to use an express lane to save time during rush hour? Is this one way to help reduce congestion in the Portland region? What effects could this have on other parts of our transportation system? These are some of the issues being considered by a 13-member citizens task force as part of the Traffic Relief Options Study.

The study is being undertaken by Metro, in partnership with the Oregon Department of Transportation (ODOT), to evaluate if peak period pricing — charging a fee to use roads at the busiest times of day — should be applied to highly congested locations in the Portland region.

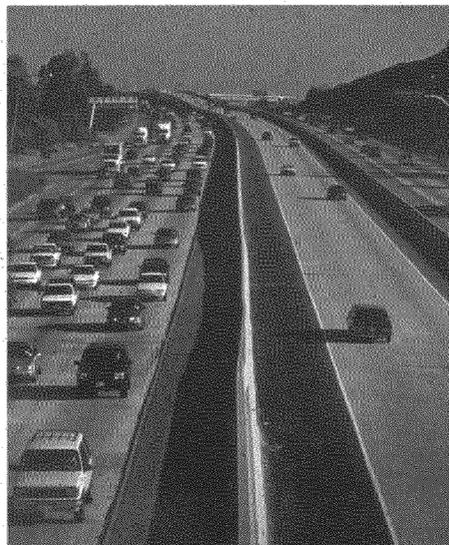
Though peak period pricing is new to the Portland area, it is being used successfully to manage congestion in San Diego and Orange County, California; Houston, Texas; Lee County, Florida; Toronto, Canada; Lille, France; and Singapore. It also is being studied in several other locations.

The following experiences in other communities may provide some guidance about possible benefits and how peak period pricing may work in this region.

### Some examples in the US

#### State Route 91, Orange County, California

Drivers can pay to use two new express lanes in each direction in the median of the highway or drive free on the other lanes. Prices vary by time of day; carpools of three or more are free. The road is financed and managed by a private company. Started: 1996.



*Since introducing peak period pricing, about 3,000 more people per day use these lanes in San Diego where traffic flows smoothly.*

#### Interstate 15, San Diego, California

Solo drivers can pay to use two existing carpool lanes in the median of I-15. Fees vary depending on the congestion level at any given time. Started: 1997.

#### Interstate 10 (Katy Freeway), Houston, Texas

Two-person carpools can pay to use lanes free to three-person carpools. Opened in January, 1998, a limited number of drivers are allowed to buy monthly permits, on a first-come first-served basis. Started: 1997.

#### Sanibel Island Causeway and Midpoint and Coral Gables Bridges, Fort Meyers and Cape Coral, Lee County, Florida

Drivers receive a 50 percent discount if they travel immediately before or after the morning or evening commuting times. Started: 1998.

### Projects in other Countries

#### Highway 407, Toronto, Canada

This new roadway is being financed with government bonds and repaid by tolls. All lanes are priced, with tolls varying by time of day. The system is fully automated. Drivers establish prepaid accounts and pay monthly. Started: 1997.

#### Autoroute A1, Lille, France

Prices on this toll road vary on Sundays only, when traffic returning to Paris from vacation areas in Northern France is at its peak. Tolls are 25 to 56 percent lower than normal before the peak and 25 to 56 percent higher during the peak. Started: 1992.

#### Downtown Singapore

Roads in and out of the downtown are priced and monitored electronically, with tolls varying by time of day. This system replaces the previous area licensing system where drivers purchased an annual permit to use downtown roads during peak periods. Started: 1977.

---

The primary benefit of peak period pricing is to reduce congestion at the peak hours. Some drivers who now travel at peak times will choose other routes, times or modes, thereby making more efficient use of existing roads and reducing the need to build new ones.

---



METRO

*The study is being conducted by Metro and the Oregon Department of Transportation (ODOT) through a grant from the Federal Highway Administration. In addition, seven agencies have contributed matching funds and will help with the study. These agencies include Clackamas, Multnomah and Washington counties; the city of Portland; the Port of Portland; the Department of Environmental Quality; and Tri-Met.*



# Peak Period Pricing Allows More Efficient use of Roads

Studies indicate that peak period pricing benefits all highway users by influencing travel choices. Those with flexible travel schedules can choose to travel at off-peak times. Some may be willing to pay for the convenience of being able to drive on a less crowded road. Others who must drive during peak hours can travel on regular, non-tolled lanes, take an alternative way, join a carpool or use transit.

In **San Diego** and **Houston**, peak period pricing helps make more efficient use of carpool lanes. In **San Diego**, carpool lanes, constructed in 1988 for drivers with two or more occupants, have long been underutilized. Peak period pricing is allowing about 3,000 more people to enjoy smooth traffic flow in the express lanes during the most congested times and the number of

carpools who use the road for free has increased by 15 percent.

In **Houston**, carpool lanes were originally available to two-person carpools but later restricted to those with three or more people due to crowding. With peak period pricing, a limited number of two-person carpools pay to use the lanes.

As in **San Diego**, the roadway is better utilized, carpooling is encouraged, and traffic flows smoothly. In the initial two month phase of the project, 300 transponders were issued to commuters on a first-come, first-served basis. Due to popular demand, the number of participants has been allowed to double without taxing the road capacity.

Peak period pricing also influences when and how people travel. In **Singapore**, the

original road pricing system helped reduce congestion during the peak hours by 40 percent, with about equal numbers of drivers switching to different times and alternative types of travel such as transit. In the first day of operation of the city's new electronic monitoring system, traffic further decreased by 17 percent and flowed smoothly; fewer people drove during rush hour and slightly more chose to travel just before the peak. Some drivers also switched to other lesser-used roads.

In **Lille, France**, peak period pricing has helped reduce congestion significantly on a road where drivers previously were delayed for as long as several hours. In the first year of operation, traffic decreased by nearly 20 percent during the most congested hour of that four-hour peak period.

## Time, Convenience and Safety Important Factors for Drivers

### SR-91, Orange County

- While time savings can be as much as 20 minutes for a one-way trip in an express lane on this variably priced road, improved driving comfort and safety are even more important to some drivers.
- Congestion on the unpriced lanes has dropped significantly. In the first year of operation, the number of three-person carpools using the freeway on both priced and unpriced lanes rose by nearly 40 percent.
- In surveys, between 60 and 80 percent of those who drive on the road, even those who do not pay to use the express lanes, say they approve of this idea.

### I-15, San Diego

- Customer satisfaction is high. Nearly 90 percent of those who participated in the first phase of the project volunteered for phase II. More than 95 percent of users rate customer service and traveling conditions as good to excellent; fewer than 2 percent are bothered that prices change as often as every six minutes to manage changing congestion levels.
- Perceived time savings are greater than measured. Though studies show that drivers typically may save ten minutes or less by using the road, many say they save up to 20 minutes.
- The number of carpools who use the road for free has increased by 15 percent.

### Highway 407, Toronto

- Use is high. Over 120,000 drivers use the road each day, significantly more than original estimates, but still well within the capacity of the highway.

## Electronic Fee System Replaces Toll Booths

Drivers who want to use the express lanes on **SR-91** establish a pre-paid account with the private operator. They receive a transponder, a credit card-sized electronic box coded with customer-specific information, attached to their windshields. As each car enters an express lane, overhead monitors electronically read the transponder and automatically deduct the fee from the account. Drivers in **San Diego, Houston, Lee County, and Toronto** also use the same system.

Stopping at a toll booth is becoming a thing of the past on facilities with peak period pricing and traditional toll roads around the U.S. In New York, the EZ-Pass program allows drivers to establish a pre-paid account to use toll roads, bridges and tunnels throughout the state. As a driver passes through the toll plaza, electronic equipment reads a computerized tag mounted on the windshield, deducts the toll, and indicates how much money is left in the driver's account. If the driver doesn't have an EZ-Pass tag, a video camera takes a picture of the car's license plate and a ticket is issued by mail.



## Entering and Leaving Made Easy

Electronic tolling has eliminated the need for drivers to stop at a tollbooth. Here's how it works:

On **SR-91** in Orange County, express lanes are in the freeway median. Drivers enter the facility from free lanes that are identified well in advance. Pylons separate the length of the eight-mile stretch of the priced lanes from the rest of the highway.

In **San Diego**, drivers who pay to use FasTrak share the lanes, in the highway median, with carpoolers and motorcycles. They are reversible and separated from the rest of the road by concrete barriers or a grass strip and chain link fence. FasTrak drivers enter in a third lane, separate from carpoolers, where electronic equipment reads each car's transponder.



*Drivers on FasTrak in San Diego share carpool lanes located in the median of the freeway.*

Drivers enter **Highway 407 in Toronto** from any of 29 exit and entrance ramps and interchanges. At each entrance and exit, electronic equipment automatically scans each car for a transponder, deducting the toll from a prepaid account. Drivers of cars without transponders are identified by equipment that reads their license plates and then billed by mail.

## Communities Use Different Monitoring Techniques

On **SR-91**, overhead cameras monitor drivers, sending information to a command center with closed circuit television where operators check for cars that do not have transponders. Offenders either receive a ticket through the mail or are stopped by a California Highway Patrol (CHP) officer. The private company that operates SR-91 pays for the CHP's services through a cooperative agreement with the state.

In **Toronto** overhead cameras and special lights "read" the license plate of each car entering the roadway; then, computers automatically interpret the numbers through a technology called "optical character resolution." Finally, a computerized system automatically bills unauthorized

drivers through the mail, using information provided by the Canadian Council of Motor Transportation Administrations. A limited number of people review photographs of



*SR-91 observation booth for monitoring and enforcement.*

license plates that cannot be interpreted by computer.

The California Highway Patrol monitors and patrols **I-15 in San Diego** through a contract with the San Diego Association of Governments. An automatic enforcement system is considered too expensive for the demonstration phase of the project but may be used in the future. Officials report that few people have tried to use the FasTrak lanes without transponders. Additionally, cheating by non-carpoolers has dropped dramatically from before FasTrak opened.

In **Singapore**, the system is enforced by police officers stationed at 27 entrances to the downtown.

## Options Considered for Drivers Who Cannot Afford to Pay

Surveys show that 25 percent of the people who drive occasionally on the **SR-91**, express lanes are low-income. Drivers of all income levels use the priced lanes selectively, when getting someplace on time is particularly important to them. All drivers on **SR-91**, as well as **I-15** in San Diego, have the choice of using adjacent free, non-express lanes. They also can use the express lanes for free in a carpool. In **San Diego**, revenues have been used to fund a new express bus with 500 riders per day.

In studying equity issues related to higher tolls at rush hours on all lanes of the **San Francisco Bay Bridge**, discounts for low-income drivers were considered. They would have been available to people or families who were eligible for other assistance such as school lunch or heating oil programs. Equity issues are part of the criteria being considered in the Portland Metropolitan area study.

SUMMARY OF PEAK PERIOD PRICING PROJECTS

Location	Type of Project	Toll	Collection Method	Enforcement
SR-91 Orange County, CA	In highway median; two new express lanes eight miles in each direction	\$0.60-\$2.95	Electronic: transponders and pre-paid account	Video monitors; ticketing by mail or Highway Patrol
I-15 San Diego, CA	Eight miles in highway median; solo drivers pay to use two existing carpool lanes	Tolls vary by congestion levels from \$1.50 to \$4	Electronic	Highway Patrol through cooperative agreement with local government
Interstate 10 Katy Freeway Houston, TX	Two-person carpools pay to use free three-person carpool lanes on 13 miles of freeway	\$2 per trip	Electronic	Highway patrol stationed at facility entrances and exits
Sanibel Island Causeway and Midpoint and Coral Gables Bridges Lee County, FL	Existing toll bridges; drivers pay low rates at non-peak hours	50% discount at non-peak hours	Electronic tolling replacing toll booths	No special enforcement; entire facility priced
Highway 407 Toronto, Canada	23 miles of new highway; all lanes tolled	Varies by distance, time of day and type of vehicle; up to about \$6 for 23 miles	Electronic at all entrances, exits and interchanges	Video cameras, license plate readers and automatic billing system
Autoroute A1 Lille, France	Existing toll road; on Sundays non-peak drivers receive discount while peak drivers pay extra	Varies by distance; 25%-56% higher than normal at peak; 25%-56% lower off-peak	Electronic and manual toll booths	No special enforcement; entire facility priced
Singapore	All roads in downtown area	About \$1.20 per entry during peak hours	Annual permit being replaced by electronic tolling	Patrol officers stationed at all entry/exit points

## Examples of Other U.S. Studies to Test Concept

### Tappan Zee Bridge, Westchester County, New York.

The New York State Thruway Authority is in the first stage of studying peak period pricing on existing lanes of this heavily used toll bridge north of New York City. Currently, trucks using the bridge pay a higher fee during rush hours.

### Los Angeles, California

A regional task force has recommended further study of an eastern extension of SR-91 and State Route 14 in North Los Angeles County for possible demonstration projects where single-occupant drivers would pay to use carpool lanes.

### Norfolk, Virginia

The Federal Highway Administration has approved tolling several interstate highways in the Norfolk area, including the I-264 Downtown Tunnel, as part of a road

development program. The nearby Hampton Roads area also will begin a study of allowing solo drivers to pay to use carpool lanes on a seven-mile stretch of I-64.

### Sonoma County, California

A recent study recommends construction and peak period pricing of one new lane on Highway 101. Results indicate that variable pricing would help reduce congestion more effectively than offering drivers a free carpool lane and produce higher revenues than a single toll rate.

### Boulder, Colorado

This study resulted in a proposed demonstration project where volunteers would use prepaid accounts to pay for travel anywhere in the region during peak hours. Travel patterns would be monitored to study the effects of peak period pricing.

### Minneapolis-St. Paul, Minnesota

This study included substantial efforts to inform and involve members of the community, including surveys using video-game style kiosks in local malls, interviews with community leaders and a "citizens jury" process. It resulted in plans to implement a demonstration project as part of a regional pricing strategy on Interstate 394 north of the city.

### Want to Know More or Get Involved?

If you would like more information about Metro's Traffic Relief Options Study, have comments, or would like a presentation to your neighborhood, business or other community group, please call the project hotline at

503/797-1900

or the *Oregonian Inside Line* at 503/225-5555, ext. 3073.

Or visit our website at

[www.metro.dst.or.us](http://www.metro.dst.or.us)





CASE NAME: Request for an Exception to the Secondary Fire Safety Zones and Forest Practices Setbacks.  
NUMBER: E 1-99.

1. Applicant & Property Owner Name/ Address:

Leslie and Florence Shields  
11272 NW Skyline Blvd.  
Portland, OR 97231-2633

2. Appellant Name/ Address:

Christopher Koback  
Davis Wright Tremaine LLP  
1300 SW Fifth Avenue, #2300  
Portland, OR 97201

3. Action Requested by Applicant:

Request for approval of an Exception to the Secondary Fire Safety Zones and Forest Practices Setbacks. The applicant requested retroactive approval to have a setback of less than 130 feet, the required setback from the property line to a building in the CFU-2 zone. The retroactive request was submitted because the applicant built the horse/barn arena on the subject parcel without obtaining land use and building permit approval. The existing structure is approximately 64 feet from the east property line of the subject parcel.

3. Planning Staff Recommendation

Approval, with conditions, of the Request for an Exception to the Secondary Fire Safety Zones and Forest Practices Setbacks. The administrative decision was issued March 19, 1999. Deborah Nass appealed the administrative decision on March 28, 1999. Based on the information reviewed subsequent to the administrative decision, Staff now agrees with the Hearings Officer decision issued on May 6, 1999.

4. Hearings Officer Decision

Denial of the Request for an Exception to the Secondary Fires Safety Zones and Forest Practices Setbacks. The Hearings Officer referred to prior cases GEC 8-98 (approved), HV 13-97 (denied), and SEC 23-97 (withdrawn) in her decision document. The Hearings Officer's decision upholds the appellant's request for denial of the Exception, E 1-99. The Hearings Officer decision was issued on

Action Requested of Board	
<input type="checkbox"/>	Affirm Hearings Officer Decision
<input type="checkbox"/>	Hearing/Rehearing
	Scope of Review
<input type="checkbox"/>	On The Record
<input checked="" type="checkbox"/>	De Novo
	New information allowed

May 6, 1999. The last day to appeal the Hearings Officer's decision was May 20, 1999 and it was appealed on that day by Christopher Koback. Koback is the representative for the applicant/property owners of the subject parcel, Les and Florence Shields.

## **5. If recommendation and decision are different, why?**

The administrative decision for E 1-99 was issued by Staff based on the information submitted by the applicant. Subsequently, several applicant responses to decision criteria were found to be inaccurate. In addition, additional research on the issue of a legal established access provided new information about the case to Staff. At the time of the public hearing on the appeal on April 21, 1999, Staff concurred with the Hearing's Officer's evaluation of the case.

## **6. Issues:**

The main issue raised by the appellant is in regards to the establishment of legal access to the subject parcel. The applicant states the subject parcel (formerly Tax Lots 29 and 30 but consolidated into one 10-acre parcel in October 1998) has a legal established access. The appellant argues "The property in question does not have easement to the existing private access road" under the criteria of MCC 11.15.2074 (D). Staff is required under Section .2074 (D) to make a finding that, "A private road (including approved easements) accessing two or more dwellings, or a driveway accessing a single dwelling, shall be designed, built, and maintained to..." exists for the subject parcel.

The applicant's attorney argued that "there is substantial evidence in the record upon which the Hearings Officer could conclude that the Shields have easement rights to the barn/ arena. An easement has been granted to the former Tax Lot 30. The former Tax Lots 29 and 30 have been consolidated into Tax Lot 30. He contends therefore, that the entirety of the consolidated Tax Lot 30 now has an access easement" (Hearings Officer decision May 6, 1999, page 4).

The appellant's attorney presented an argument based on two legal cases which he cited, Jones v. Edwards, and College Inns of America v. Cully. The cases presented by the attorney discuss, "for the proposition that the grantee of an easement may not grant to adjacent land which he owns a right of access across grantor's land. Mr. Norr contended that the grant of an easement to Tax Lot 30 to cross Tax Lot 28 was a grant to the dominant estate described in the metes and bounds legal description contained in the deed" (Hearings Officer decision May 6, 1999, page 5).

## **7. Do any of these issues have policy implications? Explain.**

Staff is required to make finding of legally established access to a subject parcel under Section .2074 (D). The issues cited above may have policy implications. If Staff cannot make the finding of legal established access for a subject parcel under review for a land use or building permit application, then Staff cannot make a finding of compliance with the required criteria. Hence, Staff would find the criteria have not been met. Staff, the Hearings Officer, the Planning Commission, or the Board of County Commissioners may deny the application when the applicant has not met the criteria of an application.



DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF PLANNING AND DEVELOPMENT

2115 SE MORRISON STREET <sup>1000 SE 19th Ave</sup>  
PORTLAND, OREGON 97214 (503) 248-3043

97233

NOTICE OF REVIEW

11#  
ZONING 530.00  
TOTAL 530.00  
0000-001 5/20/99  
0072 TRICIA 2:58PM

1. Name: Christopher P. Koback

2. Address: 1300 S.W. Fifth Ave., #2300, Portland, OR 97201

3. Telephone: ( 503 ) 241 - 2300

4. If serving as a representative of other persons, list their names and addresses:  
Christopher P. Koback is representing the Applicants, Les and Florence Shields, as their attorney. The Shields' address is 11272 Skyline Blvd., Portland, OR 97231.

5. What is the decision you wish reviewed (e.g., denial of a zone change, approval of a subdivision, etc.)?  
Denial of Request for exception from secondary fire safety zone and the forest practices setback requirements of the Commercial Forest Use Zone. A copy of the Decision for which review is sought is attached hereto.

6. The decision was announced by the Hearing Officer on May 10, 19 99

7. On what grounds do you claim status as a party pursuant to MCC 11.15.8225?  
Les and Florence Shields are the Applicants in this matter and thus are parties entitled to notice under MCC 11.15.8220(C)(1). The Shieldses also appeared before the approval authority at the hearing on this matter.

8. Grounds for Reversal of Decision (use additional sheets if necessary):

See attached.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Scope of Review (Check One):

(a)  On the Record

(b)  On the Record plus Additional Testimony and Evidence

(c)  De Novo (i.e., Full Rehearing)

10. If you checked 9(b) or (c), you must use this space to present the grounds on which you base your request to introduce new evidence (Use additional sheets if necessary). For further explanation, see handout entitled *Appeal Procedure*.

See attached.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: Christopher P. Kehring Date: 5/20/99

**For Staff Use Only**

Fee:

Notice of Review = \$530.00

Received by: [Signature] Date: 5/20/99 Case No. E 1-99

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF LAND USE  
1600 SE 190<sup>TH</sup> AVE  
PORTLAND, OREGON 97233 (503) 248-3043

**NOTICE OF REVIEW**

ATTACHMENT. (Applicants: Les and Florence Shields)

**8. Grounds for Reversal of Decision.**

- A. The Hearings Officer erred in basing her decision upon grounds not raised in the appeal from the Administrative Decision. Specifically, the Hearings Officer found that Applicants' failed to present evidence that their proposal met the criteria in MCC 11 WH.2074(A)(1), (2), (3) and (4). The Director concluded that Applicants had met the above criteria. The issue of whether the Director erred in rendering that that conclusion was not raised on appeal. Thus, it was error for the Hearings Officer to require Applicants to present evidence on that criteria. It was also error for the Hearings Officer to incorporate prior findings that related to issues not raised on appeal. Applicants consented to incorporating prior findings relevant to the issues on appeal, but did not agree to expand the issues on appeal. Applicants were prejudiced by the above errors.
- B. Additionally, even if compliance with 11 WH.2074(A)(4) had been properly raised on appeal, the Hearings Officer erred in applying the criteria of 11 WH.2074(A)(4) in that said criteria only applies to access roads. Applicants' property is not served by an access road; it is served by a private driveway.

- C. The Hearings Officer erred in finding that the subject parcel was not a lot of record and basing her decision to reverse the Director's decision, in part, upon that finding. The issue of whether the subject parcel was a lot of record was not raised on appeal. Thus, it was error for the Hearings Officer to consider it. Additionally, the requirement that the subject parcel be a lot of record does not apply to accessory structures like the one proposed.
- D. The Hearings Officer erred in finding that the Applicants did not satisfy the criteria of 11 WH.2074(D). The criteria in 11 WH.2074(D) applies to private roads or driveways serving dwellings. Applicants' request does not relate to a dwelling, but rather to an accessory structure.

**9. If you checked 9(b) or (c), you must use this space to present the grounds on which you base your request to introduce new evidence (Use additional sheets if necessary). For further explanation, see handout entitled *Appeal Procedure*.**

Grounds for *De Novo* Review.

Following the Planning Director's Administrative Decision to conditionally approve Applicants' request for exception from the secondary fire safety zone, Deborah Nass appealed that decision raising six specific grounds for reversal. MCC 11.15.8290.

Applicants prepared to present evidence and argument on those six grounds. Before the Hearings Officer, Applicants addressed the grounds for reversal raised on appeal.

However, the Hearings Officer reversed the Planning Director's decision, in part, upon grounds never raised in any appeal. The Hearings Officer found that Applicants failed to present evidence that their application met criteria that were not the subject matter of the appeal. Applicants had no notice that they needed to present evidence on said criteria.

Applicants are requesting the Board to limit its review to the grounds raised in the appeal and strike those portions of the Hearings Officer's decision that address criteria not part of the appeal. However, if the Board is inclined to review the merits of the entirety of the Hearings Officer's decision, Applicants believe they are entitled to a *de novo* hearing to undo the prejudice created by the Hearings Officer's inclusion of issues not raised on appeal.

MAY 13 1999  
MULTNOMAH COUNTY  
PLANNING & ZONING DEPARTMENT

**MULTNOMAH COUNTY, OREGON**  
**HEARINGS OFFICER DECISION**

**Case File:** E 1-99

**WHAT:** Request for an exception from the secondary fire safety zone and the forest practices setback requirements of the Commercial Forest Use zone to allow a 96' X 120' Barn/Arena which was constructed without necessary approval.

**PROPERTY LOCATION:** Approximate address: 11272 NW Skyline Boulevard  
T2N, R1W, Section 32, Tax lot '30'

**APPLICANT PROPERTY OWNER:** Les & Florence Shields  
11272 NW Skyline Blvd.  
Portland, OR 97231-2633

**Site Size:** 10.04 acres

**Plan Designation:** Commercial Forest Use

**Zoning District:** Commercial Forest Use (CFU-2)  
Significant Environmental Concern for Wildlife Habitat and View (SEC-h, v)

**Hearings Officer:** Deniece B. Won

**I. Decision**

The Hearings Officer hereby **denies** the applicant's Request for an exception from the secondary fire safety zone and the forest practices setback requirements of the Commercial Forest Use zone to allow a 96' X 120' Barn/Arena based on the findings and conclusions contained in this decision.

**II. Summary of the Request and Background**

The Shields' property is found just below the ridge-line of the Tualatin Mountains, east of Skyline Blvd. and McNamee Road, and north of Newberry Road. The applicants acquired

two (2) contiguous parcels of approximately five (5) acres each (Tax Lots 29 and 30). The two parcels have been consolidated, now identified by the Department of Assessment and Taxation as Tax Lot 30. The applicants have a residence on former Tax Lot 30 which was approved approximately twelve (12) years ago, when the property was zoned Multiple Use Farm-19 (MUF-19). The applicants have built a 96' x 120' barn/arena ("farm structure") on former Tax Lot 29. This barn/arena is the subject of this application. The applicants intend, after this application is approved, to use the barn/arena for the primary purpose of obtaining a profit in money by stabling, breeding and training equines, including but not limited to providing riding lessons, training clinics and schooling shows.

The barn was placed slightly diagonally so that it is set back 64-feet from the east property line; 132-feet from the north property line; 500-feet from the west property line; and 120-feet from the Shield's dwelling and 423- to 440-feet from the south property line of the Shields' ownership. The appellant owns the adjacent parcel to the west, Tax Lot 28. Another opponent, Karen Anderson, owns the adjacent parcel to the east, Tax Lot 33.

In 1997 the applicants applied for a variance and a significant environmental concern permit. The planning director denied HV 13-97, the variance request from the required yard setback of 200 feet. The Shields appealed that denial and the Hearings officer denied the appeal. The County Board of Commissioners denied the Shields' appeal of the Hearings Officer's denial of the variance request. SEC 23-97 was withdrawn because the County determined that they do not require a SEC permit for farm use structures under Code Section .6406. The applicant then applied for a Grading and Erosion Control Permit, GEC 8-98, for approval of the grading activity done on the site to accommodate the barn/arena construction. The GEC request was approved. A condition of approval required that the barn "shall be substantially disassembled by July 31, 1998." The Land Use Planning Department extended the removal order subject to the outcome of proposed Zoning Code changes.

Multnomah County amended the Zoning Code on August 8, 1998. The amendments altered some approval criteria and added a provision for the county to grant exceptions to the secondary fire safety zone and forest practices setback requirements. The changes to the zoning code included a change to the side yard setback requirements from 200 feet to 130 feet. On October 14, 1998, the applicant consolidated the two tax lots. The applicant then filed this second application to legitimate the barn/arena, requesting an exception from the requirement to have a 130-foot setback from a structure to a tract boundary. The staff deemed this application complete on March 16, 1999. The planning director administratively approved the application. The appellant filed this appeal of the planning director's decision.

### III. Basis for Appeal

In the notice of appeal, the appellant lists the following points of appeal.

1. The property in question does not have easement to the existing private access road [Section 11.15.2074 (D)].
2. There is no fire hydrant in close proximity to the property in question [Section 11.15.2074 (A)(5)(b)].
3. There does not exist adequate turnaround space for fire department vehicles [Section 11.15.2074 (D)(6)].
4. The existing access road is unsuitable for heavy vehicles [Section 11.15.2074 (D)(1)].
5. The secondary fire safety zone is inadequate [Section 11.15.2074 (B)(2)].
6. The width of the access road is inadequate [Section 11.15.2074 (D)(2)].

The appellant's attorney, Paul Norr stated, in a letter dated April 14, 1999, that the following development standards in 11.WH.2074 and exceptions to secondary fire safety zones and forest practices setbacks in 11.WH.2075 cannot be satisfied:

- (A)(2) Adverse impacts will not be minimized because without adequate access the fire hazard to farm and forest operations will be increased.
- (A)(3) There is no demonstrated legal access.
- (A)(4) There is no demonstrated legal access. In addition, even the access claimed by the applicant is in excess of 500 feet and the applicant has not demonstrated that this is the absolute minimum length required for a new barn on this property.
- (A)(5)(b) There is no demonstrated legal access for pumping fire trucks. There is no demonstrated legal access which meets the driveway standards.
- (D)(2) There is no demonstrated private road or approved easement serving the former Tax Lot 29, nor the former Tax Lot 30.
- (D)(5) There is no demonstrated private road or approved easement serving the former Tax Lot 29, nor the former Tax Lot 30.
- (D)(6) There is no demonstrated legal access serving the former Tax Lot 29, nor the former Tax Lot 30.

- (D)(7) There is no demonstrated private road or approved easement providing for the safe and convenient passage of vehicles to the former Tax Lot 29, nor the former Tax Lot 30.
- (A)(2) There is no documentation in the record that the proposed barn/arena is located within the required 130 feet of a public or private road that can legally provide access to the structure for fire fighting or other purposes.
- (B)(6) There is no demonstrated easement across Tax Lot 28 over which access can legally be gained to the former Tax Lot 29 in order to install the required central monitored alarm system in the barn/arena. The applicant has not demonstrated this requirement can be met.

### III. Hearing and Testimony

1. The Hearings Officer announced in her introductory comments that she was the Hearings Officer for the appeal of HV 13-97. She stated that she noticed during her preparation for this public hearing that the findings of facts and conclusions in the staff's decision were not consistent with the findings of fact and conclusions ultimately adopted by the Board of County Commissioners on appeal of HV 13-97 on criteria that were not affected by the Zoning Code changes. She asked if anyone objected to incorporating the record on HV 13-98 into the record on E-199. Mrs. Shields asked whether the Hearings Officer was aware that the zoning had changed. The Hearings Officer responded that she was. There was no objection to the incorporation and the Hearings Officer thus incorporates the record of HV 13-97 into this record.
2. Tricia Sears, County Planner, summarized the staff report and showed slides of the barn/arena structure, access road, driveway, and area surrounding the barn/arena. She entered Exhibits H1 through H5 into the record.
3. Christopher Koback, attorney representing Mr. and Mrs. Shields, testified. In summary he said the primary issue was access. He argued that there is substantial evidence in the record upon which the Hearings Officer could conclude that the Shields have easement rights to the barn/arena area. An easement has been granted to the former Tax Lot 30. The former Tax Lots 29 and 30 have been consolidated into Tax Lot 30. He contends therefore, that the entirety of the consolidated Tax Lot 30 now has an access easement.

He argued that consolidation of the parcels equates to a change in the dominant estate. He cited Jones v. Edwards, 219 Or 429, 347 P2d 846 (1959) for the proposition that reasonably foreseeable changes in the dominant estate have easement rights. The Hearings Officer notes that the issue in that case was

whether the owner of the servient estate, not the dominant estate, had the right to place additional burdens on an easement granted to the owner of the dominant estate. He also contended that the use of an easement is properly resolved in a civil action, not in a land use action.

Concerning the dimensional issues, he said that the staff concluded that those problems can be cured with conditions of approval and he agrees. He said that the Shields need a 12-foot wide driveway with 20 to 40-foot turnouts. A condition of approval could require inspection by an enforcement officer before the County issues a building permit and for the Tualatin Valley Fire and Rescue District to reinspect the property.

Concerning whether the structure needs to meet class 1 or Class 2 construction requirements, he said the issue relates to whether there needs to be a sprinkler or only monitoring and the issue relates to the space on the east side of the structure. If necessary, the Shields would remove part of the structure to provide a 50-foot setback from the east property line.

4. Paul Norr, attorney representing Deborah Nass, testified. He submitted a letter dated April 19, 1999 with exhibits. His testimony focused on the access issue. He Cited College Inns of America v. Cully, 254 Or 375, 460 P2d 360 (1969), which was decided after Jones v. Edwards, for the proposition that the grantee of an easement may not grant to adjacent land which he owns a right of access across grantor's land. Mr. Norr contended that the grant of an easement to Tax Lot 30 to cross Tax Lot 28 was a grant to the dominant estate described in the metes and bounds legal description contained in the deed.
5. Karen Anderson, owner of Tax Lot 33, located east of the subject property, testified. She stated that she hopes no exceptions will be made to the fire safety zone standards. She said the private road is only 10-feet wide, not 20-feet as required by the zoning code.
6. A letter, dated April 14, 1999, was received from Mr. Treitsworth and Ms. Buchanan, owners of a parcel directly west of former Tax Lot 29. In their letter they challenge the applicants' statements concerning the location of fire hydrants, their right to use the private road, the ability of the private road and driveway to support a gross vehicle weight of 52,000 pounds, the width of the private road and driveway, the existence of turnarounds and turnouts, compliance with fire safety zone requirements and concerns about parking.

With respect to parking they state that the barn/arena structure was built to be used commercially for the stabling or training of horses including providing riding lessons, training clinics and schooling shows. The structure contains 20 stalls and could board up to 20 horses whose owners would need to drive 800 feet up a narrow (less than 20-feet wide) and in places a quite steep private road to reach the

beginning of the Shield's 349 +-foot driveway. They ask where these cars will park.

Concerning the impact of the use on the private road, they state that the additional traffic of cars, trucks pulling horse trailers, trucks delivering feed and trucks hauling away manure on the private road will result in higher maintenance costs. They state that the Shields have never approached the other three households with access rights to the private road with an offer to pay the additional maintenance costs that will result from the Shields' use of the barn/arena.

#### **IV. Approval Criteria, Findings and Conclusions**

The Hearings Officer must find that the proposal meets the applicable approval criteria of the Zoning Code. In this section the applicable code sections are set out in a bold font, followed by findings of fact and conclusions of law for each criterion.

##### **11.WH.2042 Purposes**

**The purposes of the Commercial Forest Use District are to conserve and protect designated lands for continued commercial growing and harvesting of timber and the production of wood fiber and other forest uses; to conserve and protect watersheds, wildlife habitats and other forest associated uses; to protect scenic values; to provide for agricultural uses; to provide for recreational opportunities and other uses which are compatible with forest use; implement Comprehensive Framework Plan Policy 11, Commercial Forest Land, the Commercial Forest Use policies of the West Hills Rural Area Plan, and to minimize potential hazards or damage from fire, pollution, erosion or urban development.**

##### **11.WH.2044 Area Affected**

**MCC .2042 through .2075 shall apply to those lands designated CFU-2 on the Multnomah County Zoning Map.**

Findings and Conclusions. The parcel is zoned CFU-2. The applicable provisions in MCC .2042 through .2075 are considered in this decision.

11.WH.2046 Uses

No building, structure or land shall be used and no building or structure shall be hereafter erected, altered or enlarged in this district except for the uses listed in MCC .2048 through .2056.

Findings and Conclusions. The applicant has constructed the barn/arena without the required land use approval and building permits. The County has issued a Grading and Erosion Control permit, GEC 8-98, for the site. During the review of GEC 8-98, no determination of the use of the site was made or required to be made. The use of the barn/arena is farm use, which is a use allowed outright in MCC .2048. However, the locational standards are applicable to outright permitted uses.

11.WH.2048 Uses Permitted Outright

\* \* \*

(C) Farm use, as defined in ORS 215.203

\* \* \*

Findings and Conclusions. Under Section 11.WH.2048 and 11.WH.2054 of the Code "Farm use, as defined in ORS 215.203" is a Use Permitted Outright. The proposed use falls within the definition of farm use under ORS 215.203 (2)(a). What is under review is its location and its compliance with the County's dimensional requirements in MCC .2058, Development standards in MCC .2074 and criteria for exceptions to secondary fire safety zones and forest practices setbacks in MCC .2075.

11.WH.2058 Dimensional Requirements

(A) Except as provided in MCC .2060, .2061, .2062, and .2064, the minimum lot size shall be 80 acres.

\* \* \*

(C) Minimum Forest Practices Setback from tract boundary - Feet:

Road Frontage	Other Front	Side	Rear
60 from centerline of road from which access is gained	130	130	130

Maximum Structure Height -35 feet

**Minimum Front Lot Line Length - 50 feet**

Forest practices setback dimensions shall not be applied to the extent they would have the effect of prohibiting a use permitted outright. Exceptions to forest practices setback dimensions shall be pursuant to MCC 11.WR.2075, as applicable, but in no case shall they be reduced below the minimum primary fire safety zone required by MCC 11.WR.2074(A)(5)(c)(ii).

\* \* \*

- (G) **Agricultural buildings, as specified in ORS 455.315(2) and allowed under MCC .2048(C), may have minimum side and rear yard setbacks of 30 feet, but in no case shall any setback be less than the minimum primary fire safety zone required by MCC .2074(A)(5)(c)(ii).**

Findings and Conclusions. The parcel contains 10.04 acres, thus it does not meet the minimum lot size of 80 acres. As discussed below, it does not meet any of the exceptions, most notably the exception applicable to lots of record in MCC .2062. See discussion below on MCC .2062.

The applicant has constructed a barn/arena on a portion (formerly identified as Tax Lot 29) of Tax Lot 30 of Section 32, Map 2N 1W. They built the barn/arena structure illegally (without land use and building permit approval), violating sideyard setback requirements of the zoning district. The barn/arena was set back 64 feet from the east property line, while the zoning Code required a setback of 200 feet. On August 8, 1998, the County changed the zoning of the parcel from CFU to CFU-2. The CFU-2 zone requires a sideyard setback of 130-feet instead of the formerly required 200-feet. The structure meets the dimensional requirements on the other sides. It is set back 132 feet from the north property line, 423 to 440 feet from the south property line, and 500 feet from the west property line.

The applicant applied for an exception to the 130-foot sideyard setback from the east property line. The planning director's decision reviewed the application as though the applicable setbacks were those set out in subsection (C). Under subsection (C) of this Code section, exceptions to setbacks are made pursuant to MCC 11.WH.2075. However, the approved setback under an exception may not be less than the required minimum primary fire safety zone under MCC 11.WH.2074(A)(5)(c)(ii).

The former zoning code section .2058(C) related to minimum yard dimensions in the zone and did not contain a separate provision for agricultural buildings. In the amended zoning code section, applicable to this application, .2058(C) concerns setbacks applicable to "minimum forest practices" and it contains a new subsection (H) applicable to "agricultural buildings." Agricultural buildings are those defined in ORS 455.315 and allowed under MCC .2048(C). ORS 455.315(2) defines an agricultural building as:

" . . . a structure located on a farm and used in the operation of such farm . . . in the feeding, breeding, management and sale of, or the produce of, livestock . . . or any

other agricultural . . . or animal husbandry, or any combination thereof . . .  
"Agricultural building" does not include:

\* \* \*

(c) A structure regulated by the State Fire Marshal pursuant to ORS chapter 476;

(d) A structure used by the public;

\* \* \*

Because the public will use the structure, the Hearings Officer concludes that the set back requirements in MCC .2058(H) do not apply here. The Hearings Officer agrees with the planning staff that the applicable dimensional standards are contained in MCC .2058(C). As noted, the applicant meets the dimensional standards on all sides except the east side where the set back is 64 feet, not the required 130 feet. The deviation from the required set back amounts to 66 feet or 50 percent. If they moved the structure 66 feet west, it would comply with all forest practices set back requirements. The amended zoning code contains a provision for the County to approve an exception to these setback requirements at MCC .2075. This decision discusses the applicant's request for an exception below under the section addressing MCC .2075.

#### 11.WH.2062 Lot of Record

(A) For the purposes of this district, a Lot of Record is

(1) A parcel of land:

(a) For which a deed or other instrument creating the parcel was recorded with the Department of General Services, or was in recordable form prior to August 15, 1980;

(b) Which satisfied all applicable laws when the parcel was created; and

(c) Which satisfies the minimum lot size requirements of MCC .2058, or

(2) A parcel of land:

(a) For which a deed or other instrument creating the parcel was recorded with the Department of General Services, or was in recordable form prior to February 20, 1990;

- (b) Which satisfied all applicable laws when the parcel was created;
  - (c) Does not meet the minimum lot size requirements of MCC .2058; and
  - (d) Which is not contiguous to another substandard parcel or parcels under the same ownership, or
- (3) A group of contiguous parcels of land:
- (a) For which deeds or other instruments creating the parcels were recorded with the Department of General Services, or were in recordable form prior to February 20, 1990;
  - (b) Which satisfied all applicable laws when the parcels were created;
  - (c) Which individually do not meet the minimum lot size requirements of MCC .2058, but, when considered in combination, comply as nearly as possible with a minimum lot size of nineteen acres, without creating any new lot line; and
  - (d) Which are held under the same ownership.
- (B) For purposes of this subsection:
- (1) Contiguous refers to parcels of land which have any common boundary, excepting a single point, and shall include, but not be limited to, parcels separated only by an alley, street or other right-of-way;
  - (2) Substandard Parcel refers to a parcel which does not satisfy the minimum lot size requirements of MCC .2058; and
  - (3) Same Ownership refers to parcels in which greater than possessory interests are held by the same person or persons, spouse, minor age child, single partnership or business entity, separately or in tenancy in common.
- (C) A Lot of Record which has less than the front lot line minimums required may be occupied by any permitted or approved use when in compliance with the other requirements of this district.

\* \* \*

Findings and Conclusions. The Planning Director's decision applied the Lot of Record criteria in the former CFU zone instead of the amended criteria for the CFU-2 zone. Subsection (1) applies to parcels that satisfy the 80-acre minimum lot size requirement. The applicant's property contains only 10.04 acres. Therefore, subsection (1) does not apply. Subsection (2) applies to parcels that do not satisfy the 80-acre minimum lot size and the subject tax lot is all the property in this area owned by the applicants. Therefore, the criteria of subsection (2) must be satisfied.

The two parcels that the Shields acquired, comprising the subject parcel, were apparently created in 1963 by deed. A more detailed discussion of the chain of title is contained below under MCC .2070(D). The parent parcel is described in a deed recorded in Book 2172, Page 552. From the parent parcel, former Tax Lot 30 was deeded to Luella (Eunice) Weich Hannigan from a parcel owned by Mable Weich and George Smith, recorded in Book 2172, Page 557. The Smiths also conveyed a parcel in trust to Robert Walsh. That parcel was for the area on which the barn/arena is located, described in a metes and bounds legal description recorded in Book 2172 page 555. The conveyance of former Tax Lot 29 did not include access rights. The deed creating Tax Lot 30 granted an easement across Tax Lot 28 for access to Skyline Boulevard. There is no evidence in the record that former Tax Lot 29 was ever granted any access rights.

In 1963 the area was zoned Suburban Residential (SR). The SR zone required parcels created in 1963 to have a minimum lot size of 2 acres and frontage on a public street or other access approved by the planning commission. (Former Code section 3.1536). From the evidence in the record, the Hearings Officer concludes that Former Tax Lot 29 undoubtedly does not qualify as a lot of record because it has no documented access. Tax Lot 30 also does not qualify as a lot of record because it lacks frontage on a public street and there is no evidence that the planning commission approved its easement access.

Mr. Norr argues in his April 14, 1999 letter (Exhibit 4), that "neither the former Tax Lot 29, the former Tax Lot 30, nor the newly created Tax Lot 30, can be found to be a Lot of Record since there is no documentation in the record of this case which would allow the finding that any of the parcels satisfied all applicable laws when the respective parcel was created, since none of them have a demonstrated legal access to a public road."

In the Decision document for HV 13-97 the Hearings Officer concluded that the entire contiguous area owned by Les and Florence Shields was a tract. The Shields have since consolidated their parcels. In reaching that conclusion, the Hearings Officer was focused on whether Tax Lot 29 was a lot of record or whether Tax Lots 29 and 30 were a tract, requiring consolidation of the parcels. In the proceedings on HV 13-97 the Hearings Officer did not have evidence concerning whether the lots satisfied applicable laws when they were created.

In conclusion, the deeds creating the parcel were recorded before February 20, 1990. The parcels did not satisfy all applicable laws when created. The tax lot does not meet the minimum lot size requirements of MCC .2058. The parcel is not contiguous to another substandard parcel under the same ownership. Because all applicable laws have not been

shown to have been satisfied when the lots were created, the subsection (2) criteria are not satisfied.

The zone specifically requires large acreage dwellings and template dwellings to meet the lot of record standards. However, farm uses are not specifically required to meet the lot of record standards. Section .2062 is essentially a definition of a lot of record applicable in those circumstances where a use is required to comply with the lot of record provisions. However, MCC .2058 provides that the minimum lot size in the CFU-2 zone shall be 80 acres except as set forth in the provisions for lots of exception (MCC .2060), lot line adjustments (MCC .2060), lots of record (MCC .2062) and lot size for conditional uses (MCC .2064). None of the exceptions to the minimum lot size applies to this application. Therefore, to be eligible for a land use approval, the parcel must have been legally created meeting the zoning requirements at the time the parcel was created. As stated above, the evidence in the record does not prove that the parcels were legally created.

#### **11.WH.2074 Development Standards for Dwellings and Structures**

**Except as provided for the alteration, replacement or restoration of dwellings under MCC .2048(D), .2048(E) and .2049 (B), all dwellings and structures located in the CFU district after January 7, 1993 shall comply with the following:**

**(A) The dwelling or structure shall be located such that:**

- (1) It has the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements of .2058(C) through (G);**

Findings and Conclusions. The applicants stated in their application that the barn/arena location has the least impact on nearby or adjoining forest lands because it meets minimum yard setbacks and is a use permitted outright. They noted that the County may not apply the Dimensional Requirements to the extent that they would prohibit a use permitted outright. The staff noted that the applicant has illustrated the location of the primary and secondary fire safety zones on the submitted site plan, and submitted a letter from the TVF&R as part of their evidence the structure meets the required fire safety standards. The staff concluded that the applicant met this criterion.

First, the statement that the yard setbacks are satisfied is not correct, it will only be correct if the requested exception is approved. Second, the "least impact" prong of this standard is additional to the requirement that the minimum yard and set back standards be satisfied. The fact that the yard and set back standards are satisfied is no proof that the structure was placed so that it has the least impact on nearby or adjoining lands. Similarly, the fact that the structure is a permitted use is no proof that it is located such that it has the least impact on nearby and adjoining lands. The staff's findings that the applicant addressed the fire safety zone standards and submitted a letter from the fire district that the structure meets fire safety standards also fail to address the issue of placing the

structure such that it has the least impact on nearby or adjoining lands. The applicants completely failed to meet their burden of proof on this criterion.

Neither the applicant nor the staff addressed the findings of fact and conclusions contained in the Hearings Officer's decision on HV 13-97 which the Board of County Commissioners adopted. Those findings and conclusions concerning this criterion are provided below:

"This application involves the siting of a structure, not a dwelling. The subject parcel abuts lands to the north, south and east designated Commercial Forest Use and protected for forest uses. The territory to the west is within the regional urban growth boundary and the City of Portland. Although some of the CFU designated parcels are currently used for residential purposes, they are forest lands, not residential lands.

"This criteria requires a finding of "least impact" on "nearby or adjoining forest" or agricultural lands. The controlling factor is the adjoining lands' land use designation as Commercial Forest land. . .

"Mr. Norr argued, and the Hearings Officer finds, that there are substantial impacts from having the building located where it is. Fire protection is one. The general activities associated with this facility, even though it may be a structure that is allowed in the CFU zone, are not allowed this close to a neighbor's property. There are more reasons for the setback than just fire protection. One is concern for the impact on the neighbor. The impact of the noise and the activities associated with the use that will take place within this building. The open side of the building that will attract the most activity, is the side that faces Ms. Anderson's property. The hub of the activity associated with the building is on the side of the structure facing the Anderson's property. That is where the vehicles and horse trailers will have to come in and where deliveries will be made. There is no information in the record about the impacts from the manure pile, the smell from the horses, the general activity, and the noise, all within 64 feet from Ms. Anderson's property.

"The applicants have not provided basic information regarding the intensity of the proposed commercial operation, such as the hours of operation, the days of operation, the number of horses and people that will be using the facility at any one time, where the manure piles would be stored, how the dust will be controlled, the number of vehicle trips per day, the anticipated level of noise and smell, etc. The Hearings Officer cannot determine what the impact is, let alone how the impact at this location compares to other locations on the applicants' property.

"Mr. Norr argues that view is an issue because protection of views is one of the purposes of the Code's setback requirement . . . Based on a drawing to general scale, Exhibit H14, showing the impact from the perspective of a person five feet tall standing at the Anderson property line looking at the building, the building would have to be 55 feet tall to have the same impact that it has at its existing location, while the maximum structure height in the CFU zone is 35 feet. The proximity of

the building has a substantial impact on adjoining property even though there is no specified view corridor. He argues that the view affect should be taken into account on the impacts caused on the neighboring property by violating the setback requirement.

"The applicants presented evidence showing that the proposed location of the building is the best location for themselves. They have not, however, presented any evidence proving that the proposed structure cannot physically be placed at least [130] feet from Karen Anderson's property or at some other location having the least impact on adjoining forest land. The evidence shows that the [130] foot setback requirement can be observed without placing the structure within [130] feet of any other property.

"The [appellants] in their September 24, 1997, letter state under paragraph 2 on page 4:

"The Shields propose a farm use, a use permitted as right in the district [which is] inherently compatible with the existing farm and forest practices on adjoining lands. (Emphasis added in original).

"The fact that the use is permitted outright is not evidence that this arena was sited so that it has the least impact on nearby and adjoining farm and forest lands. The proposed use could be inherently compatible only if the Code required minimum yard setback requirements of MCC .2058 are met.

"The east side yard has been reduced to [49]% of the required [130] feet. The County in adopting the [130] foot yard requirements made the policy choice that [130] feet was the separation between structures and property lines that provides the minimum protection from impact on adjoining forest lands. Reducing the required side yard and secondary fire safety break by more than 50% on this hillside site places the Anderson property in jeopardy. The applicants have not demonstrated this location has the "least impact" on the Anderson property.

"In his October 7, 1997 letter Christopher Brand responded that from a construction, grading, and erosion control standpoint, the current location of the farm structure is the best location on the property. The written and oral testimony of Mr. Rondema, Mr. Korocho, Mr. Nausbaum, and Mr. Wood, all indicate that the current location minimizes the possibility of future erosion problems and future subsidence problems. Those conclusions are based on considering only a portion of the Shields' ownership and without considering alternate building construction or structure size.

"In minimizing the potential for erosion and subsidence problems, the current site of the farm structure minimizes potential adverse impacts on downhill adjoining lands. Erosion problems and/or a land slide on the property could adversely impact downhill lands, including the applicants' dwelling. Earth movement could also affect the uphill property, including the Anderson's, by removing support. Nonetheless, the

applicants have not shown that a different building could not be built so that it was safe and has less impact on the adjoining properties.

"The applicant contends that the Property Owner Consent to Variance Request form signed by all neighbors, except Ms. Anderson, shows that the existing barn location has the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements. The fact that all but one of the adjoining property owners consented to the variance request is not proof that the structure is sited at a location that has the least impact on nearby and adjoining farm and forest lands. It is no proof at all that the yard requirements are met.

"The Shields have not shown that the arena's location has the least impact on neighboring and adjacent farm and forest uses. Mr. Norr and Ms. Anderson's testimony that Ms. Anderson's views may be impaired, wildfire spread may be increased, as well as other arguments of alleged adverse impacts, are relevant and uncontroverted."

The applicants have failed to prove that the proposed location has the least impact on adjoining forest or agricultural lands when compared with other possible locations on their own property and considering different building sizes and construction methods.

**(2) Adverse impacts on forest operations and accepted farming practices on the tract will be minimized;**

Findings and Conclusions. The applicants stated in their application that they minimized adverse impacts on forest operations and accepted farming practices because the structure is for farm use. They stated that they sited the structure on the best and most logical location that minimized the necessary fill and grading. This siting left the maximum remaining area for pasture use.

This criterion requires the applicant to site the structure such that it will minimize adverse impacts on the tract. The arena is a farm use. The applicants considered the circumstances of the site as a whole concerning the best place to place this building. The steeper the area the more fill that will be required. This is the best location on the property for this type of structure from the Shields' point of view. The location of the arena, by intruding into the yard setbacks, leaves the maximum remaining area for pasture and the riding and training of horses. The applicant has placed the structure where they reduce the impacts on the tract, at the expense of noncompliance with other Code criteria.

**(3) The amount of forest land used to site the dwelling or other structure, access road, and service corridor is minimized;**

Findings and Conclusions. The applicants stated in their application that they minimized how much forest land was used for siting the structure and access because the road they extended to the structure was only an additional 135 feet to their driveway and ties directly to the driveway to their dwelling. In addition, they stated that the portion of land

where the structure was located was sparsely treed and was the most efficient site for the proposed use.

Neither the applicant nor the staff addressed the findings of fact and conclusions contained in the Hearings Officer's decision on HV 13-97 which the Board of County Commissioners adopted. Those findings and conclusions concerning this criterion are provided below:

"Mr. Norr argued that the access road is longer than necessary and therefore, consumes more forest land than necessary. The applicant responded that they could not shorten the access road by placing the structure closer to the existing house on Tax Lot 29 and closer to SW Skyline Boulevard. The applicant testified that the sloping topography of the land, the amount of cut and fill required to site the structure closer to the existing house, the conditions of the soils on the west end of the property, make placing the building closer to the house and the existing drive less feasible than where they built it. However, the applicant did not demonstrate that the building could not have been at a location that had a shorter access . . .

The Hearings Officer concludes that the applicants have failed to meet their burden to prove that they minimized the land area used to site the structure and its service corridor.

- (4) Any access road or service corridor in excess of 500 feet in length is demonstrated by the applicant to be necessary due to physical limitations unique to the property and is the minimum length required; and;**

Findings and Conclusions. The applicant states the additional access to the structure does not exceed 500 feet in length. It is true that the access distance from the Shields' house to the barn/arena does not exceed 500 feet. However, the access to the barn from NW Skyline Boulevard is first taken approximately 268.5-feet through an adjacent parcel identified as Tax Lot 28, then across the frontage of Tax Lot 30, approximately 600 feet, then from the private road north through the subject parcel. The total distance from NW Skyline Boulevard to the barn exceeds 500 feet in length. The staff concluded that the application partially meets the criterion.

The Hearings Officer notes that each decision-making criterion must be satisfied either by evidence in the record or the imposition of a condition of approval that will assure compliance. If a criterion is not fully satisfied, the application must be denied. Here, the access to the structure exceeds 500 feet. Consequently, the applicant must prove that they minimize the access length.

In HV 13-97 the applicant argued that this provision does not apply at all to the Shields' driveway extension. Here, they address their driveway but not the private road that serves their driveway. MCC 11.15.2074 refers to "access road or service corridor." While the Multnomah Code does not define "access road" or "service corridor," "roads" are defined in MCC 11.15.0010 as "Every public way, thoroughfare, road, street or easement within the

County used or intended for use by the general public for vehicular travel, but excluding private driveways" and an "accessway" is defined as "[a] private street which is not a part of a lot or parcel and which provides access to more than one lot or parcel." The Shield's driveway is not a public way, thoroughfare, road, street or easement used or intended for use by the general public. It is intended for use of the Shields and their guests and invitees. The shields' driveway also is not an accessway because the driveway is part of their lot. Similarly, the applicants maintain that this provision does not apply to the private road portion of their access. The easement is used or intended for access use by the owners of the dominant estates benefitted by the easement and their guests and invitees. It is not intended to provide for use by the general public. Therefore, the private access road does not meet the definition of a "road." The subject private road is not an "access way" because it is an easement, a part of a lot or parcel.

In HV 13-97, the Hearings Officer concluded that the access requirements of 11.15.2074(D) apply and that the applicant needs to prove that the MCC 11.15.2074(A)(4) requirement that any access road greater than 500 feet in length is necessary due to physical limitations unique to the property and is the minimum length required. The focus of the criterion is on the "access" to the proposed development. If the Code provision were interpreted as the applicant's contend, it would never apply to any access that is privately owned. In other EFU cases, the County has applied this criterion to private access, including both private roads and private driveways cumulatively. The terms road or service corridor refer to two types of access, access for vehicles (roads) and access for utilities (service corridor).

The applicant has not proved that the access is the minimum necessary. Neither the applicant nor the staff addressed the findings of fact and conclusions contained in the Hearings Officer's decision on HV 13-97 which the Board of County Commissioners adopted. Those findings and conclusions concerning this criterion are provided below:

"An extension of the existing access was built to serve the farm structure. Mr. Norr argues that the access is far in excess of 500 feet from Skyline Road and there is an absolute requirement that the minimum be used. If the barn had been located further down the hill, closer to the house it would not have required extension of the access. The applicant contends the access does not exceed 500 feet in length. The applicant argues that this criteria applies only to the access which must be created in order to facilitate the farm structure. . . He argues the driveway which was created to access the farm structure does not exceed 500 feet. The Hearings Officer disagrees, the length of the access should consider the entire access to the structure, not just the length of the extension of an access to get from the end of an existing access to a new structure. The entire length of the access should be considered because a purpose of the requirement is to minimize the distance from a public road to a structure for emergency response vehicles [and to protect the maximum amount of forest zoned land].

"The record shows that access to the site is provided from Skyline Blvd. The record does not show the total length of the access. The Tax Assessors map shows the

access is on an easement. The record does not contain any information about the width, surface conditions, signage, etc., of the access. The applicant has not demonstrated that the amount of land for the access is minimized.

In this appeal, the Hearings Officer maintains her interpretation that MCC .2074(A)(4) requires the applicant to prove that the length of the access to the structure is the minimum length required. The applicant has provided no evidence that they minimized the length required. This criterion is not satisfied.

- (5) **The risks associated with wildfire are minimized. Provisions for reducing such risk shall include:**

\* \* \*

- (b) **Access for a pumping fire truck to within 15 feet of any perennial water source on the lot. The access shall meet the driveway standards of MCC .2074(D) with permanent signs posted along the access route to indicate the location of the emergency water source;**

Findings and Conclusions. The territory is within the Tualatin Valley Fire and Rescue District (TVF&R). TVF&R provides service to this area by tankers. The property is approximately 1-1/2 miles from TVF&R Station 198. Equipments housed at the station are:

Brush Rig 198	90 gpm	300 gallons of water
Engine 198	750 gpm	500 gallons of water
Water Tender 198	750 gpm	3000 gallons of water

Fire hydrants are found at the intersection of Skyline Boulevard and Newberry Road, and at the intersection of Skyline Boulevard and McNamee Road. The applicant stated that there was a fire hydrant at the point of the private road access to Skyline Boulevard. This is incorrect. The staff of TVF&R inspected the applicant's property on September 19, 1997. The District concluded that fire department access to all structures on the property is adequate for fire suppression operations. See September 19, 1997 Letter from Arthur E. Thurber, Deputy Fire Marshal.

This criterion applies to "Access for a pumping fire truck to . . . any perennial water source on the lot." The subject parcel does not contain a perennial water source. Consequently, this criterion is not applicable.

- (c) **Maintenance of a primary and a secondary fire safety zone on the subject tract.**

- (i) **A primary fire safety zone is a fire break extending a minimum of 30 feet in all directions around a dwelling or structure. Trees within this safety zone shall be spaced**

with greater than 15 feet between the crowns. The trees shall also be pruned to remove low branches within 8 feet of the ground as the maturity of the tree and accepted silviculture practices may allow. All other vegetation should be kept less than 2 feet in height.

- (ii) On lands with 10 percent or greater slope the primary fire safety zone shall be extended down the slope from a dwelling or structure as follows:

Percent Slope	Distance In Feet
Less than 10	Not required
Less than 20	50
Less than 25	75
Less than 40	100

- (iii) A secondary fire safety zone is a fire break extending a minimum of 100 feet in all directions around the primary safety zone. The goal of this safety zone is to reduce fuels so that the overall intensity of any wildfire is lessened. Vegetation should be pruned and spaced so that fire will not spread between crowns of trees. Small trees and brush growing underneath larger trees should be removed to prevent the spread of fire up into the crowns of the larger trees. . . The secondary fire safety zone required for any dwelling or structure may be reduced under the provisions of MCC 11.WH.2058(D) and .2075.

- (iv) No requirement in (i), (ii), or (iii) above may restrict or contradict a forest management plan approved by the State of Oregon Department of Forestry pursuant to the State Forest Practice Rules; and

- (v) Maintenance of a primary and a secondary fire safety zone is required only to the extent possible within the area of an approved yard (setback to property line).

- (d) The building site must have a slope less than 40 percent.

Findings and Conclusions. The applicants stated in their application that there are less than five trees within the 30-foot primary fire safety zone around the structure and these trees are spaced farther than 15 feet between the crowns.

The primary and secondary fire buffer zone setbacks are measured from the structure out on all sides for a minimum distance of 30 feet for the primary fire safety zone. The minimum distance for the primary fire safety zone increases as the slope increases. Because the distance is based on slopes, the primary zone may be different on each side of the structure. According to the applicant, the slope of the site of the barn/arena is less than 10%. According to the soils maps on file at Multnomah County, the soil types for the portion of the property around the subject horse-barn include Cascade silt loam, 8 to 15 percent slopes (7C), requiring a primary fire safety zone of 30 or 50 feet, and Cascade silt loam, 15 to 30 percent slopes (7D), requiring a primary fire safety zone of 50, 75 or 100 feet. In addition, Karl Koroch of CIDA, Inc. stated in the application for the Grading and Erosion Control permit, GEC 8-98 for the subject site, dated March 26, 1998, that the "average slope is 12.3%" for the site. Consequently, it appears the primary fire safety zone is required to be 50-feet, based on the more detailed analysis of the site for the GEC permit.

The applicant showed the buffer zone on the subject property by marking the 50-foot buffer with posts tied with orange tape. These markers are visible in the photos taken by the Staff at site visits on April 1, 1999 and April 5, 1999. However, the applicants have not provided documentation concerning the percentage of the slope immediately next to the building site (barn/arena). Although the average slope of the parcel is 12.3%, the slopes may be more or less around the barn/arena site. There is no evidence in the record concerning the slopes around the structure.

The fire zone requirements require a primary fire safety zone of a minimum of 30 feet in all directions from a structure, plus a secondary fire safety zone extending a minimum of 100 feet in all directions around the primary safety zone. Thus, there is a total fire safety zone of at least 130 feet required by MCC .2074(5)(b). If the slopes require a greater primary fire safety zone, the total requirement could be as much as 200 feet. However, the County cannot require the fire safety zone to exceed the area of an approved side yard. The Code approves a side yard of 130 feet, so that is the maximum total fire safety zone that the County may require. If the Code requires a 50-foot primary fire safety zone on the east side of the structure, 16-feet would remain between the structure and the east property line for a secondary fire safety zone. To completely comply, the structure could be relocated 66-feet farther west. Another alternative would be to remove the portion of the structure that intrudes into the setback.

The zoning code contains a provision allowing the County to approve an exception to the setback and secondary fire safety zone standards at MCC .2075. The applicant's have requested an exception for the east side of the structure. The exception provision from the secondary fire safety zone standards was added to the zoning code by the amendments adopted after HV 13-97 was decided. These new provisions provide for protection from fire by higher construction standards for structures placed within the secondary fire safety zone, including sprinklers.

The exception requirements are addressed below. The Hearings Officer concluded that the applicant meets the exception criteria and the structure must meet the Class 1 construction requirements, including a sprinkler system.

The building site of the barn/arena has a slope less than 40 percent.

The applicants stated in their narrative, submitted April 7, 1999, that they intend to comply with the applicable fire safety zone requirements. A condition of approval could be imposed to require the applicants to 1) provide evidence of the slope for each side of the barn/arena, and 2) a site plan illustrating the location of the required primary and secondary fire safety buffer zones, based upon the slope of the site, before the County issues a building permit. Upon compliance with those conditions these criteria would be satisfied.

**(B) The dwelling or structure shall:**

\* \* \*

**(3) Have a fire retardant roof; and**

**(4) Have a spark arrester on each chimney.**

Findings and Conclusions. The staff determined that section (B) does not apply because the structure is not a mobile home. However, the provisions in (3) and (4) apply to all structures. As discussed below, under MCC .2075, the structure will be required to have a fire retardant roof and no chimney is present on the structure. These criteria can be met with conditions of approval.

**(C) The applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water (OAR 690, Division 10) or surface water (OAR 690, Division 20) and not from a Class 11 stream as defined in the Forest Practices Rules.**

Findings and Conclusions. The applicants stated in their application that the water supply to the barn/arena will be from a private well on their property that serves their dwelling. The applicants stated that they will provide water to the barn/arena site for stock watering purposes only. The proposed stock watering is not a "domestic water" use.

The Hearings Officer notes that it is likely that they will require water at the arena for the public who will be attending events at the arena. The applicant has provided well log evidence that the domestic water supply is from a source authorized according to the Department of Water Resources Oregon Administrative rules for the appropriation of groundwater. The applicants meet this criterion.

- (D) A private road (including approved easements) accessing two or more dwellings, or a driveway accessing a single dwelling, shall be designed, built, and maintained to:

Findings and Conclusions. The appellant, Deborah Nass, contends that the barn/arena site does not have an easement right to the private road across her property which serves the applicant's dwelling. Ms. Nass' property is identified by the Multnomah County Department of Taxation and Assessment as Tax Lot 28.

The planning staff researched the history of the Shield's chain of title. The record contains several recorded documents related to the creation of the parcels and easement rights. The following findings and conclusions are based on those documents.

A predecessor in interest to Ms. Nass' property, Mable Weich Smith and her husband (the Smiths) conveyed a parcel to Myrna Weich McShirely, a predecessor in interest to the property on which the Applicants' dwelling is located (Book 2172, Page 558). That 1963 conveyance created a 12.5-foot easement for the benefit of the conveyed property for "road purposes." The conveyed property was described by a metes and bounds legal description, containing a parcel 609.2 feet wide (east and west) and 357.5 feet deep (north and south). The conveyed parcel was identified by the Multnomah County Department of Assessment and Taxation as "Tax Lot 30." In 1963, the Smiths also conveyed a parcel which is now identified by Assessment and Taxation as Tax Lots 28 and 49 to Luella (Eunice) Weich Hannigan (Book 2172, Page 557). That deed noted that the parcel was subject to a 12.5-foot right of way easement. Also in 1963, the Smiths conveyed to Robert Walsh in trust for Nancy Lee Walsh, Teresa Eileen Walsh and Alice Marie Walsh, a parcel (on which the barn/arena subject to this application is located) described in a metes and bounds legal description (Book 2172, Page 555) that was identified by the Department of Assessment and Taxation as Tax Lot 29. That conveyance did not include access rights for the conveyed parcel, Tax Lot 29.

The Smiths conveyed the parcel immediately east of Tax Lot 30 to David Frederick Weich (Book 2172, Page 556), also in 1963. The conveyance to David Weich did not contain an access easement.

David Weich obtained easements to his property, in 1972, from Luella (Eunice) Weich Hannigan (Book 896 page 930) and Myrna Weich McShirley (Book 896 Page 932). Those easements were for a 50-foot wide strip for "private access and utility rights." Those easement documents describe by metes and bounds the easement strip and the burdened properties (the servient estates) but do not describe the benefitted property (the dominant estate). Consequently, the 50-foot easement was for the benefit of David Weich only. It did not grant an additional easement right for the benefit of the property owned by Myrna Weich McShirley (Tax Lot 30). The easement for Tax Lot 30 continued to be a 12.5-foot easement.

In 1980 Luella (Eunice) Weich Hannigan partitioned her parcel into the two parcels now identified by Assessment and Taxation as Tax Lots 28 and 49. Apparently, Luella (Eunice)

Weich Hannigan acquired the parcel identified by Assessment and Taxation as Tax Lot 30 sometime between 1972 and 1980. In November 1980 she sold the partitioned parcel and Tax Lot 30, the parcel on which the applicant's dwelling is located, to Jack and Barbara Myers. There is no reference in the deeds to easements. When the same owner holds title of the dominant and servient estates, merger extinguishes an easement. Merger occurs at the time the fee owner of the dominant parcel acquires the fee in the servient parcel. In Witt v. Reavis, 284 Or. 503, 508, 587 P.2d 1005 (1978) the Oregon Supreme Court held that the effect of merger is a complete destruction of the easement. Thus, it appears that the easement across Tax Lot 28 to provide access to Tax Lot 30 was extinguished when Luella Hannigan, owner of the servient estate acquired Tax Lot 30, the dominant estate.

In 1984, Robert Walsh, trustee, conveyed Tax Lot 29 (on which the barn/arena is located and is subject to this application), to Alice Marie Walsh Laney, also known as Barbara Alice Weich, (Book 1798, Page 2378). That conveyance also does not contain any reference to access to the conveyed parcel.

The applicants obtained the parcel on which their dwelling is located (Tax Lot 30) from Jack and Barbara Meyers (Book 1783, Page 1169). Their deed includes a reference to an easement recorded in Book 896, Page 930. From the documents in the record, it appears that the easement for Tax Lot 30 was extinguished and that the conveyer should have granted a new easement. (Note that the record does not include a complete chain of title for Tax Lot 28. The Hearings Officer assumes, without knowing, that Jack and Barbara Meyers still owned both parcels when they sold Tax Lot 30 to the applicants and therefore, could have granted access to Skyline Road when they sold Tax Lot 30 to the applicants). As there is uncertainty about the grant of an easement to Tax Lot 30, a court would look beyond the wording of the deed to decide the intent of the parties. Because the deed included a reference to an easement which burdened seller's adjoining property, it appears that it was the seller's intent to transfer an easement to the applicants. Also, because the referenced easement in Book 896, Page 930 is to a 50-foot easement, it appears likely that the easement they intended to convey is 50-feet wide. Even if the Meyers sold Tax Lot 28 before selling Tax Lot 30, it appears more likely than not that the Meyer's would have reserved an easement for Tax Lot 30. No one has asserted that Tax Lot 30 does not have a right of easement. The Hearings Officer concludes that the land area described in the conveyance from Meyers to Shields does have a 50-foot easement across Tax Lot 28.

The appellant, the current owner of Tax Lot 28, the servient property, contends that Tax Lot 29 has never been granted an easement to the access road across her property. The record contains no evidence that an easement was ever granted to Tax Lot 29. It appears that the parcel identified as Tax Lot 29 was created by deed in 1963 by a conveyance from the Smiths to Robert Walsh, trustee. Robert Walsh then conveyed Tax Lot 29 to Barbara Alice Laney Weich in 1984, who conveyed the property to Eldon Shields in March 1993. Neither the 1963 nor the 1984 deeds contain a reference to access rights to the property. The 1993 statutory warranty deed conveying the property to Eldon Shields contains the following note:

"This property is free of liens and encumbrances, EXCEPT: No apparent means of record ingress or egress to or from the property."

Eldon Shields conveyed his parcel to the applicants in May 1993 by quit claim deed. In October 1998, the applicants consolidated the two parcels into one parcel. Thus, the former Tax Lot 29 to the north where the subject barn/arena is located and the former Tax Lot 30 to the south where the applicant's dwelling is located are now one parcel for assessment and taxation purposes. The Department of Assessment and Taxation identifies the parcel as Tax Lot 30.

In their General Application Form for Variance, HV 13-97, and in this proceeding, the Shields cited an Agreement for Easement, Book 896, Page 932, as proof of their having been granted an easement. As discussed above, this agreement granted an easement across Tax Lot 30 to David Weich, it was not an access easement for the benefit of the former Tax Lot 30. It does not mention lot 29. The Hearings Officer has already concluded that the reference in the deed conveying Tax Lot 30 to the Shields by the Meyers to the easement described in Book 896, Page 930 was intended to create access to the area identified formerly as Tax Lot 30. However, nothing in the deed grants access to former Tax Lot 29. There is no evidence in the record that the area contained in former Tax Lot 29 was ever granted access across Tax Lot 28, or any other access.

The applicant argues that the area in former Tax Lot 29 has rights to the easement granted to the area within the former Tax Lot 30 by virtue of the applicants' consolidation of Tax Lot 29 with Tax Lot 30. In reaching this conclusion they rely in part on a conclusion reached by Mary Pfau, Public Researcher in the Multnomah County Assessment and Taxation Department, that their perpetual easement to Tax Lot 30 automatically applies to Tax Lot 29 after the tax lots are consolidated. The applicant also relied on Jones v. Edwards for the proposition that the scope of an easement is subject to changing circumstances.

The applicants confused the easement law concepts of dominant estate and scope of easements. The scope of an easement concerns the dominant estate's use of the easement. The scope of an easement is subject to adjustment consistent with normal development of the dominant estate. The dominant estate which has the easement rights is the area described in the easement grant. Here, the dominant estate is the area described in the deed the Shields acquired from Meyers, former Tax Lot 30. The dominant estate is not adjusted because a dominant estate is consolidated with another parcel(s).

After researching the access to the barn/arena site, the county planning staff concluded in its March 19, 1999 decision that the site of the barn/arena has a legally established access. The Access for Easement on Tax Lot 28, attached as Exhibit #7, states that the property owner of Tax Lots 28 and 49 (formerly one parcel) was the lawful property owner and thus qualified to convey the right of the easement across the said property. The easement agreement describes the area of the access easement and it grants "Private Access and Utility Rights." The document further states, "the statement described above shall continue for a period of Permanent, always subject, however, to the following

specified conditions, restrictions, and considerations: None." The staff concluded that it thus it appears that the easement runs with the land. Additionally, the easement is granted for "Private Access and Utility Rights" and does not restrict the use of the properties that are accessed by the easement. The staff failed to note that the easement was granted to David Weich, the owner of the land east of the applicant's property, not to the applicants or any of their predecessors. Therefore, the staff incorrectly concluded that the easement agreement was for the benefit of applicants' land.

The appellant argued that a notation on the 1993 deed conveying Tax Lot 29 to Eldon Shields is conclusive that the easement across Tax Lot 28 does not serve Tax Lot 29. That notation includes the statement:

"This property is free of liens and encumbrances, EXCEPT: No apparent means of record ingress or egress to or from the property."

The staff concluded that former Tax Lot 29 does have access. The staff correctly found that agreements for access are not always "of record" and that a grant of access could legally exist but not be recorded. However, there is no evidence in the record that there was ever a grant of access to Tax Lot 29, recorded or unrecorded.

The staff relied on an excerpt from Evidence and Procedures for Boundary Location (3rd edition), Section 12-15, Location of Easements, which states, "Easements necessary for the enjoyment of a property may automatically be transferred, whether mentioned in a conveyance or not" to draw the conclusion that the access that was granted to Tax Lot 30 could be "transferred" to the area in former Tax Lot 29. The planning staff misunderstood the language on transferring an easement. The excerpt is a correct statement of Oregon easement law in the sense that a perpetual easement granted to a property can be transferred to subsequent owners of the property whether or not the easement is mentioned in the conveyance. However, the language does not apply to the situation where the owner of a dominant estate wants to "transfer" an easement to lands beyond the territory described as the dominant estate in the grant of easement rights. The owner of a dominant estate has no right to grant to another dominant estate a right to use the land of the servient estate which he does not own.

The staff reasoned that the appellant's contention, taken to its logical end, leads to an illogical result. The staff reasoned that if the easement can only serve land area served at the time of the easement is granted, then any land area added to the original parcel through a lot line adjustment or consolidation would be precluded from being accessed by the easement. The staff further reasoned that the access easement granted access to Tax Lot 30 and cannot restrict access within Tax Lot 30, even if Tax Lot 30 gains land area.

The staff is incorrect that the easement was granted to Tax Lot 30. The easement was granted to an area specifically described in a metes and bounds legal description that correlates to the area identified by the Department of Assessment and Taxation as the former Tax Lot 30. The dominant estate is the land area described by metes and bounds

on the deed which created the easement. The dominant estate is not "Tax Lot 30" which may become a larger area by consolidation of tax lots.

For purposes of easing the development of land, it may be desirable for access rights for an area to be expanded to other areas when lots or parcels are consolidated. However, an easement is a limitation on the property rights of the burdened estate to exclude others from using his land. An owner of a property granted an easement does not have the right to grant to the owners of other property a right to cross the property of the landowner who granted him a right of access. Concerning any easement across Tax Lot 28 for access to Tax Lot 30, the easement would be an "easement appurtenant" to the former Tax Lot 30, and the former Tax Lot 30 would be the "dominant tenement" or estate. The Oregon Supreme Court in College Inns of America, Inc. v. Cully, 254 Or 375, at 376, 460 P2d 360 (1969) addressed the situation where the owner of a dominant estate acquired property next to the dominant estate and constructed a large dormitory on his entire property. The court held:

"It is well established law that 'a right of way appurtenant to land conveyed cannot be used by the owner of the dominant tenement to pass to or from other land adjacent to or beyond that to which the easement is appurtenant."

The current Oregon State Bar CLE materials summarize Oregon law as follows:

"An easement holder may not use the easement for the benefit of property other than the dominant estate . . . even if the other property is adjacent to the dominant estate and is owned by the easement holder. See Principles of Real Estate Law (Oregon CLE 1995), Section 3.28. Page 3-20).

Thus, the owner of the former Tax Lot 30, who has been granted access rights across Tax Lot 28 cannot extend those access rights to the former Tax Lot 29, even if the same people own the former Tax Lot 29 and 30.

The staff found that the easement was not granted for the sole benefit of Tax Lot 30 because it provides access to five properties. There is no evidence in the record as to the basis for the rights of access to the other properties using the easement. Those properties may have independent grants of easement, prescriptive easements, or no legal access rights. The fact that other properties use the private road is not evidence that Tax Lot 29 has an easement right to use the private road.

Finally, the staff relied on the decision document from the Hearings Officer for HV 13-97, a variance request for the subject barn/arena, issued October 20, 1997, in which the Hearings Officer discussed access to former Tax Lot 29. The Hearings Officer stated, "The access is an easement. The access provides access to a dwelling on Tax Lot 30 (the Shields residence) and on Tax Lot 33 (Ms. Anderson). [It t]hus meets the definition of 'a private road (including approved easements) access two dwellings.' The Hearings Officer concludes that the access requirements of 11.15.2074(D) apply..." This statement of the

Hearings Officer provides that the criterion applies, it does not state that the criterion is satisfied.

The access to the barn/arena structure is a private road. The site of the structure does not have any demonstrated easement rights to this access. This criterion implicitly requires that the land subject to the land use action have access rights. The site of the structure does not. Consequently, the applicants do not meet this criterion.

- (1) **Support a minimum gross vehicle weight (GVW) of 52,000 lbs. Written verification of compliance with the 52,000 lb. GVW standard from an Oregon Professional Engineer shall be provided for all bridges or culverts;**

Findings and Conclusions. The applicants stated that they experienced no problems on the private road from heavy construction trucks during the building of their home 16 years ago, the construction of their new structure or the two other homes along the private road. The applicants stated that their experience with the access road over the last 14 years, is that it has supported the weight of all construction vehicles weighing more than the 52,000-pound requirement. There have been four homes plus two additional structures constructed along this private road. The applicants stated that they contacted a concrete supplier who told them that the nine trucks delivering concrete to the subject barn/arena site weighed from 52,000 to 60,000 pounds each. The supervisor told them that the road never posed a problem except once when one truck tried to avoid a broken low-hanging tree limb partially over the road (which has since been removed). They say this was the cause of the "partial collapse" noted in the appeal. This "collapse" was only the width of one truck tire which measured 6 inches wide by approximately 5 feet long and 4 inches deep. It has long since disappeared due to one of their neighbor's routine road maintenance, which has smoothed out this minor depression.

In a September 19, 1997 letter, Arthur Thurber, Deputy Fire Marshal for Tualatin Valley Fire and Rescue district stated that "Fire department access to all structures on [the] property is adequate for fire suppression operations." The Fire Marshall's letter contains no factual evidence to support this conclusion.

The Tualatin Valley Fire and Rescue district has adopted minimum roadway design criteria for fire apparatus access to all proposed and newly constructed structures. These requirements are contained in the record in the document titled "Fire & Life Safety Requirements for Fire Department Access and Water Supplies." These design criteria require the applicant to construct access roads adequate to support a minimum weight of 12,500 pounds wheel point load and a gross vehicle weight of 50,000 pounds. The Hearings Officer notes that the District's access road design criteria are less restrictive than the Multnomah County Code criterion - 50,000 rather than 52,000 gross vehicle weight. The District requires road design and compaction reports to be submitted verifying load carrying capacity. To meet the District's load bearing requirements, an applicant can provide either: 1) a soil compaction report certifying a bearing capacity of 2,000 pounds per square foot for the roadbed, plus a minimum depth of 5-inches of 1-1/2-inch minus

gravel, 2) a minimum depth of 8-inches of uncompacted 1-1/2-inch minus gravel, or 3) construction plans prepared and stamped by a registered engineer. The fire district requires an access road to extend to within 150-feet of the structure and a turnaround if the excess distance to an intersecting roadway is greater than 150-feet and/or the access road is a dead-end road. Here, the intersecting roadway is the intersection of the private road access to the structure with Skyline Road which is approximately 800 feet from the structure. Consequently the Fire District requires a turnaround. The District's standards provide that the district can modify the access standards if the applicants protect the structure with an approved automatic sprinkler system.

There is no direct evidence in the record that the District's standards are satisfied. The Hearings Officer finds that the District's letter concluding that there is adequate access is not credible because they do not base the conclusion on evidence that the District's own adopted design criteria are met. For example the District's criteria require a turnaround and none is present and there is no evidence of a soil compaction report on the required amount of 1 1/2-inch minus gravel on the road (5 inches for compacted or 8-inches for uncompacted road beds.) In addition, even if there is evidence that the District's criteria are satisfied, that would not necessarily be evidence that the Zoning Code criteria are satisfied, because the Zoning Code requires a load-bearing capacity greater than required by the District's criteria.

The appellant contends that the private road is unsuitable for heavy vehicles and stated that there was an incident during construction of the Shield's barn when a construction vehicle caused a partial collapse of the road. The appellant argues that the applicant's statement that the road is adequate is merely the applicant's opinion unsupported by an engineering study.

A letter was received from Scott Teitsworth and Deborah Buchanan, owners of the parcel directly to the west of Tax Lot 29, dated March 28, 1999. They argue in their letter that the applicant's statement that the road can "support a minimum gross vehicle weight of 52,000 pounds is merely an opinion of the Shields and not that of an engineer or other qualified professional. They state that there were problems with large heavy vehicles during the construction of the barn/arena. They said that a cement truck was forced to dump part of a load of wet cement to get up the hill which is quite steep, and that another heavy vehicle drove too close to the northern drainage ditch and collapsed about a 2-foot wide section of the road into the ditch. They also said that another vehicle was too long to negotiate the turns on the portion of the driveway crossing Tax Lot 30. Mr. Treitsworth stated that as an experienced firefighter he can assure that "no full sized fire engine will ever even attempt to negotiate the Shield's driveway.

The planning staff, in its administrative decision, did not request a written verification of the private road's or driveway's load-bearing capacity from an Oregon Professional Engineer because the fire district had twice evaluated the site and found that "Fire department access to all structures on property is adequate for fire suppression operations" and because a written verification of compliance with the 52,000 lb. GVW standard from

an Oregon Professional Engineer is required only for bridges or culverts and the applicant for E 1-99 does not request to construct a bridge or a culvert.

Although the Zoning Code requires written verification from a registered engineer only when an access road has bridges or culverts, there needs to be credible evidence, upon which a reasonable person would rely, that the Zoning Code's requirement that the access road has 52,000 pound load-bearing capacity is complied with. The applicants' evidence that the 52,000 pound load-bearing standard is satisfied consists of statements that trucks of or exceeding this weight have successfully used the access road. The opponents, however state that on at least one occasion the private road did not support the weight of a cement truck. The applicant responds that this was because the cement truck got too close to the edge of the road bed.

Imposing a condition of approval may satisfy compliance with a code standard to assure that the requirement will be satisfied. However, to satisfy a decision-making criterion by a condition of approval, the decision-maker must have evidence that satisfying the criterion is likely, or feasible. Here, the access to the structure includes approximately 800 feet of private road access across the south part of Tax Lots 28 and 30 plus more than 400 feet of access through Tax Lot 30. There is no evidence in the record that improving the access to meet the 52,000 pound load-bearing capacity is financially feasible. The Hearings Officer concludes that the applicants have failed to meet the burden to prove that the criterion is satisfied.

- (2) **Provide an all-weather surface of at least 20 feet in width for a private road and 12 feet in width for a driveway;**

Findings and Conclusions. This criterion requires a private road to have an all-weather surface of 20-feet in width and a private driveway to have an all-weather surface of at least 12-feet in width. Here, the private road is the access easement across Tax Lots 28 and 30 and the driveway is the access across applicants' property from the private road to the structure. The Tualatin Valley Fire and Rescue district's adopted minimum access roadway design criteria requires an access road having an all-weather surface and an unobstructed width of not less than 20-feet. The District's criteria appear to apply to entire access - the private road and the driveway both need to be 20-feet in width meeting the District's load bearing requirements.

The applicants stated in their application that their driveway surface is covered with ¾-inch-minus gravel and has a minimum width of 12-feet. The applicant stated that they understood that TVF&R deemed their current access road acceptable for their fire suppression access. The County Planning Staff had an inspector for the Multnomah County Right-of-Way Division measure the width of the applicant's driveway and the turnaround area on March 17, 1999. On April 1, 1999, the Staff Planner visited the site and measured the driveway and the turnaround area. The driveway is approximately 9-feet in width for most of the length of the driveway. The applicant stated in a letter dated April 7, 1999, that they will meet the Code requirements for the driveway.

Staff recommended the Hearings Officer establish a Condition of Approval to require the applicant to construct the 12-foot wide driveway before the County issues a building permit.

The appellant contends that the applicant has not satisfied this criterion because the private access road is less than 20 feet in width. Mr. Treitsworth and Ms. Buchanan state in their letter that the Shields driveway is reached by driving approximately 800 feet along the private road which is used by 3 other households. They also said that this road is not 20-feet wide.

The record contains no evidence concerning the width of construction of the private road from which the Shield's driveway obtains access. The applicant has failed to meet its burden to prove that the criterion is satisfied.

**(3) Provide minimum curve radii of 48 feet or greater;**

Findings and Conclusions. The applicant stated that a minimum curve radii of 48 feet or more is provided. The staff concluded that the application meets this criterion. This conclusion is not challenged on appeal.

**(4) Provide an unobstructed vertical clearance of at least 13 feet 6 inches;**

Findings and Conclusions. The applicant stated that an unobstructed vertical clearance of at least 13 feet 6 inches is provided. The staff concluded that the application meets this criterion. This conclusion is not challenged on appeal.

**(5) Provide grades not exceeding 8 percent, with a maximum of 12 percent on short segments . . .**

Findings and Conclusions. The applicants stated in their application that the driveway does not exceed more than 8 percent grade except on short segments. They noted that the Tualatin Valley Fire and Rescue had stated in a letter, dated September 19, 1997, that the access to all structures on the property is adequate for fire suppression operations. The staff noted that the applicant does not state whether or not the driveway exceeds 12% grade at any given slope on the site. The staff concluded that the application partially meets the criterion.

The Fire District's adopted access design criteria requires the roadway grades to not exceed an average grade of 10 percent with a maximum grade of 15 percent for lengths of no more than 200 feet.

The Fire District's criteria permit a greater maximum grade than the Zoning Code allows. The District's criteria may be met while the County Code is not. There is insufficient evidence in the record from which the Hearings Officer can conclude that the grades of either the private road or the driveway meet this criterion. The applicant's statement that

the 8 percent grade is held not to be reliable evidence because other statements made by them have proved to be inaccurate, it is unsupported by any evidence and other evidence submitted by opponents suggests that the grade is steep.

- (6) Provide a turnaround with a radius of 48 feet or greater at the end of any access exceeding 150 feet in length;

Findings and Conclusions. In their application the applicants stated that they have provided turnarounds with a minimum radius of 48 feet. The appellant contends that the applicant has not provided turnarounds and stated that when a fire occurred at her house in February 1997, the Portland Fire Bureau refused to drive their trucks up the private road because it lacked turnaround space. The Right-of-Way Inspector, the Code Enforcement Inspector, and Planning Staff visited the site and found that the required turnaround does not currently exist.

The applicants responded that they have adequate space to provide the necessary turnaround with a minimum 48-foot radius at the end of their driveway. They stated that they would provide a turnaround, if required by Multnomah County. The County Planning staff visited the site and found that the portion of the property next to the barn/arena, on the east side of the subject parcel, contains room for the applicant to establish the required 48-foot radius turnaround. Mr. Treitsworth and Ms. Buchanan question whether they can provide an adequate turnaround in the area surrounding the barn. They say that this area is quite muddy even in dry weather because there are many springs on this hillside. They believe that a vehicle the size and weight of a fire engine would most likely sink into the mud and be stuck, although he doubts that an engine could even get to the turnaround.

The applicants responded to appellants' comments about the Portland Fire bureau's response to her fire in February 1997. They noted that it was the Portland Fire Bureau that responded to Ms. Nass' fire, not the Tualatin Valley Fire and Rescue District which is responsible for serving their fire needs because her property is within the City of Portland and theirs is in Multnomah County. The Hearings Officer note that fire equipment is dispatched according to which entity has the closest equipment, not according to jurisdictional boundaries. They also said that the Portland Fire Bureau did indeed bring trucks onto the private road from Skyline Blvd. and then into Ms. Nass' driveway.

The Staff recommended the Hearings Officer establish a condition requiring inspection of the site for compliance with the requirement to have a 48-foot radius turnaround before issuance of building permits. A condition of approval could satisfy this condition.

- (7) Provide for the safe and convenient passage of vehicles by the placement of:
  - (a) Additional turnarounds at a maximum spacing of 500 feet along a private road; or

- (b) Turnouts measuring 20 feet by 40 feet along a driveway in excess of 200 feet in length at a maximum spacing of ½ the driveway length or 400 feet whichever is less.

Findings and Conclusions. In their application the applicant stated that their driveway has appropriate turnouts for safe passage of vehicles along its length. The appellant contended that no turnarounds or turnouts exist. The staff confirmed on site visits that the applicants have constructed no turnouts the subject parcel. The applicants stated that if the current "turnout" places that already exist along the main driveway are not acceptable after additional review by Multnomah County and/or TVF&R, they will provide any necessary changes to allow for safe passage of vehicles. Mr. Treitsworth and Ms. Buchanan state that the two private driveways along the private road don't measure 20 feet by 40 feet. He believes that there are not adequate turnouts along the private road.

The turnout requirement applies to driveways, not to private roads. The Staff recommended the Hearings Officer establish a condition requiring inspection of the site for compliance with the requirement to have turnouts on the Shields' driveway, as required by subsection (7), before the county issues building permits.

The applicants did not address the requirement that a private road provide additional turnarounds at a maximum spacing of 500 feet. They addressed only requirements relating to their own driveway. The Hearings Officer notes that the fire access requirements apply to "a private road . . . accessing two or more dwellings, or a driveway accessing a single dwelling." The Hearings Officer does not believe that these requirements are meant to be in the alternative when both a private road and a driveway are involved in reaching a development. The Hearings Officer believes that private road standards apply to private roads and the driveway standards apply to driveways. Where there is both a private road and a driveway, the standards for both need to be satisfied.

There is no evidence that there is any turnaround along the private road which exceeds 800 feet in length. The Code requires at least one turnaround along the private road in addition to a turnaround at the end of the applicants' driveway. It appears that the additional turnarounds must also have a radius of 48-feet. As the private road easement is at most 50-feet in width, there is inadequate space within the easement to provide a turnaround having a 48-foot radius. Consequently, the applicant has failed to prove that this requirement could be satisfied.

#### 11.15.2075 Exceptions to Secondary Fire Safety Zones and Forest Practices Setbacks

- (A) The secondary fire safety zone and forest practices tract setbacks for dwellings and structures may be reduced pursuant to the provisions of .2075(B) when:
  - (1) The tract on which the dwelling or structure is proposed has an average lot width or depth of 330 feet or less, or

- (2) The dwelling or structure is proposed to be located within 130 feet of the centerline of a public or private road servicing two or more properties including the subject site, or
- (3) The proposed dwelling or structure is intended to be located within 130 feet of a legally existing dwelling or structure.

Findings and Conclusions. The average lot width and depth exceeds 330 feet. The barn/arena structure is located within 130 feet of a legally existing dwelling. To be eligible for an exception to the secondary fire safety zones and forest practices setback requirements, the applicant needs to meet one of the three listed criteria. The applicant meets two of the criteria for eligibility for approval of an exception. The criteria in .2075(B) apply to whether or not the County can approve such an exception.

(B) Exceptions to secondary fire safety zones and forest practices setbacks shall only be granted upon satisfaction of the following standards:

- (1) If the proposed secondary fire safety zone is between 50 and 100 feet, the dwelling or structure shall be constructed in accordance with the International Fire Code Institute Urban-Wildland Interface Code Section 505 Class 2 Ignition Resistant Construction as adopted August, 1996, or as later amended, or
- (2) If the proposed secondary fire safety zone is less than fifty feet, the dwelling or structure shall be constructed in accordance with the International Fire Code Institute Urban-Wildland Interface Code Section 504 Class 1 Ignition Resistant Construction as adopted August, 1996, or as later amended, and

**Definitions from the 1997 Urban-Wildland Interface Code:**

**Ignition-Resistant Construction, Class 1,** is a schedule of additional requirements for construction in urban-wildland interface areas based on extreme fire hazard.

**Ignition-Resistant Construction, Class 2,** is a schedule of additional requirements for construction in urban-wildland areas based on high fire hazard.

Findings and Conclusions. According to the applicant, their secondary fire safety zone will be between 50 and 100 feet, therefore the structure will consequently need to comply with the International Fire Code Institute - Wildland Interface Code Section 505 Class 2 Ignition Resistant Construction Standards. The applicant provided a letter from Drew DeBois of the Tualatin Valley Fire and Rescue (TVF&R) Department and has provided a narrative response to Section .2075 requirements - based on the review as a Class 2 structure:

"Roof Covering: Roof covering material is predominantly metal with some fiberglass panels serving as skylights. Although Chapter 15 of the 1994 Uniform Building Code recognizes the metal panels as a Class B roof covering, it is not possible to confirm the fiberglass panels without the benefit of the manufacturers test data. Please forward this information to this office for review. If confirmation cannot be made, replace the panels with an approved Class B roof covering material.

"Protection of Eaves: Not applicable. No eaves present.

"Gutters and Downspouts: Gutters and downspouts are plastic and are presumed to be combustible. Remove plastic gutters and downspouts. If replaced, utilize non-combustible materials.

"Exterior Walls: Approximately 60% of the structure is open with combustible wood structural members exposed to atmosphere. The balance of the building (south side) consists of wood studs covered with metal and fiberglass panels on the exterior side only. The upper 18" of the exterior wall covering near the intersection of the roof is fiberglass and serves as a light opening. The exterior walls, where present, are combustible and do not appear to meet the criteria for one-hour fire-resistive. Enclose the structure with one-hour fire-resistive construction on the exterior side. Such material shall extend from the top of the foundation to the bottom side of the roof sheathing.

"Unenclosed Underfloor Protection: Not applicable. Structure rests on grade.

"Appendages and Projections: Not applicable. No projections beyond the exterior walls.

"Windows: Not applicable. No conventional windows were observed.

"Exterior Doors: The exit door near the southwest corner of the building is a 1 3/4" hollow metal door. The sliding doors (livestock entrance) along the south and east sides of the building are framed with metal cladding on the exterior side only. Replace the sliding doors with noncombustible or solid core wood doors not less than 1 3/8" thick.

"Vents: Not applicable. No conventional attic or foundation vents were observed.

"Spark Arrestors: Not applicable. No wood or solid burning appliances were observed."

The applicant stated that if the roof panels prove to be non-compliant, they will replace them with metal similar to the existing roof or with a conforming light panel. A letter from Econ-O-Fab Buildings, Inc., dated August 6, 1998 states:

"Enclosed is data and specifications for a light panel that could be used to replace existing light panels in the Shields arena. The panel is not a stock item and would have to be special ordered out of Canada. It has a fire rating of Class A. Cost for materials and labor to replace panels would be approximately \$1,800.00 - 30 12' panels in roof, 32 2' panels in side walls."

The applicant stated that they will make the exterior walls to be one-hour fire resistive by use of the conforming light panel noted in #1 above, replace the plastic gutters and downspouts with non-combustible materials and make the exterior doors non-combustible or remove them if necessary.

The appellant contends that the secondary fire safety zone on the east side of the barn is 34 feet, not between 50 feet and 100 feet as proposed by the applicant. The Hearings Officer has found that, based on the evidence in the record, the secondary fire safety zone would be at most 16 feet on the east side of the barn/arena structure. Thus, the criterion is MCC .2075(B)(2) section is applicable.

According to this subsection (2) the structure must be constructed in accordance with the International Fire Code Institute Urban-Wildland Interface Code Section 504 as a structure classified by Class 1 Ignition Resistant Construction. Exhibit #3 is the Ignition Resistant Construction Categories from the International Fire Code Institute 1997 Urban - Wildland Interface Code. Exhibit #5 is the letter from TVFR showing the evaluation of the barn/arena as a Class 2 structure. Staff contacted DeBois, who reviewed the site in 1998 and wrote the letter attached as Exhibit #5, at TVFR. Staff asked why the barn/ arena was reviewed under Ignition Class 2 standards and DeBois said the request to TVFR was to review the site as a Class 2 structure.

The Ignition Resistant Construction Categories show the differences between Class 1 and Class 2. The main differences, as they concern this structure, is that Class 1 requires Class A roof Covering rather than Class B; Class 1 requires a structure to have a Central Station monitored 13D sprinkler system rather than a Central Station monitored approved alarm system; the Class 1 exterior door requirement is for 1 3/4" thick rather than a 1 3/8" thick noncombustible or solid core; and class 1 requires 1-hour fascia protected on backside or 2" thick for Class 1 rather than 3/4" thick and no exposed rafters unless heavy timber. See Exhibit #3.

The June 1, 1998 letter from DeBois states that no eaves are present, so this requirement is not applicable. The June 1st letter states "the exit door near the southwest corner of the building is a 1 3/4" hollow metal door. The sliding doors (livestock entrance) along the south and east sides of the building are wood framed with metal cladding on the exterior side only. Replace the sliding doors with noncombustible or solid core wood doors not less than 1 3/8" thick."

At the applicants' request the Tualatin Valley Fire and Rescue District reviewed the structure for compliance with Class 2 standards. The Tualatin Valley Fire and Rescue District found that there is no Central Station monitored alarm system at the barn/arena

structure. The district recommended that the County should require the applicant to provide a fire alarm system that is monitored by an approved Central Station service. The applicant stated that they will extend the Central Station Monitored alarm system in their home to the barn/arena structure. However, Class 2 construction standards do not apply here, Class 1 standards apply. A sprinkler system is required for Class 1 construction.

The staff recommended the Hearings Officer establish a condition of approval to require the applicant to install the necessary items to meet the Class 1 Ignition Resistant Construction Category including roofing materials, the exterior door standard and the automatic fire sprinkler system. The staff also recommended the Hearings Officer establish a condition to require the applicant to show the slope on the subject property around the building site for each direction (west, east, north, south) a distance of 30 feet out from the structure. Finally, the Staff recommended the Hearings Officer establish a condition to require the applicant to show they have met the requirements for a Class 1 structure, as described by the International Fire Code Institute 1997 Urban-Wildland Interface Code.

In the alternative, the structure could be constructed to Class 2 standards if the structure were moved further east or if the east portion of the structure were removed, to provide at least 50-feet of secondary fire safety zone. A central station monitored alarm system would then be required, but a sprinkler system would not. The applicants testified that they would remove the east part of the structure if necessary to provide a 50-foot secondary fire safety zone and connect the structure to the dwelling's central station monitored alarm system. The Hearings Officer understands from that testimony that the applicant does not wish to meet the Class 1 construction standards, presumably because the installation of a sprinkler system is financially infeasible. They would rather remove part of the structure to comply with a 50-foot secondary fire safety zone than meet the Class 1 construction standards.

The criterion can be satisfied by the recommended conditions of approval requiring the applicant to provide at least 50-feet of secondary fire safety zone or meet the Class 1 construction standards.

- (4) A dwelling shall have a central station monitored alarm system if the secondary fire safety zone equivalents of MCC .2075(B)(1) are utilized, or
- (5) A dwelling shall have a central station monitored 13D sprinkler system if the secondary fire safety zone equivalents of MCC .2075(B)(2) are utilized. Exception: Expansions of existing single family dwellings as allowed by MCC .2048(D) shall not be required to meet this standard, but shall satisfy the standard of MCC .2074(B)(4) above.

Findings and Conclusions. The structure is not a dwelling, therefore the requirements in (4) and (5) do not apply.

- (6) All accessory structures within the fire safety zone setbacks required by MCC .2074 shall have a central monitored alarm system.

Findings and Conclusions. The primary use of the property is residential. The barn/arena structure is accessory to the primary use. The accessory structure is located within the secondary fire safety zone setbacks required by MCC .2074. This code section requires the accessory structure to have a central monitored alarm system. The applicants stated that they would connect the structure to the dwelling's central monitored alarm system. This criterion can be satisfied with a condition of approval.

- (8) When a detached accessory structure is proposed to be located so that the structure or any portion thereof projects over a descending slope surface greater than 10 percent, the area below the structure shall have all underfloor areas enclosed to within 6 inches of the ground, with exterior wall construction in accordance with Section 504.5 of the International Fire Code Institute Urban-Wildland Interface Code Class 1 Ignition Resistant Construction as adopted August, 1996, or as later amended, or underfloor protection in accordance with Section 504.6 of that same publication.

**Exception:** The enclosure may be omitted where the underside of all exposed floors and all exposed structural columns, beams and supporting walls are protected as required for exterior one-hour-rated fire-resistive construction or heavy-timber construction.

Findings and Conclusions. The structure rests on grade on a concrete slab. This criterion is not applicable.

### **Conclusion:**

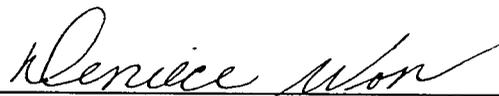
1. Lot of Record (11.WH.2062(A)(2) and .2058). The CFU-2 zone specifically requires large acreage dwellings and template dwellings to meet the lot of record standards. However, farm uses are not specifically required to meet the lot of record standards. Section .2062 is essentially a definition of a lot of record applicable in those circumstances where a use is required to comply with the lot of record provisions. However, MCC .2058 provides that the minimum lot size in the CFU-2 zone shall be 80 acres except as set forth in the provisions for lots of exception (MCC .2060), lot line adjustments (MCC .2060), lots of record (MCC .2062) and lot size for conditional uses (MCC .2064). None of the exceptions to the minimum lot size applies to this application. Therefore, to be eligible for a land use approval, the parcel must have been legally created meeting the zoning requirements at the time the parcel was created. The evidence in the record does not prove that the parcels were legally created.

2. Least Impact (11.WH.2074(A)(1)). The applicants have failed to demonstrate that the proposed location has the least impact on adjoining forest or agricultural lands when compared to other possible locations on their own property and considering different building sizes and construction methods.
3. Amount of Forest land used is minimized (11.WH.2074(A)(3)). The applicants failed to meet their burden to prove that the land area used to site structure and its service corridor was minimized.
4. Access Length is minimized (11.WH.2074(A)(4)). The applicant has provided no evidence that the access length is the minimum required.
5. Primary and Secondary Fire Safety Zones (11.WH.2074(A)(5) and 11.WH.2075). The zoning code contains new provisions allowing the County to approve an exception to the setback and secondary fire safety zone standards. The applicant meets the exception criteria and the structure will have to meet the Class 1 construction requirements including a sprinkler system. In the alternative, the structure could be constructed to Class 2 standards if the structure were moved or the east part of the structure were removed, to provide at least 50-feet of secondary fire safety zone. Consequently the applicants could comply with the primary and secondary fire safety zone standards upon compliance with conditions of approval to assure such compliance.
6. Access Rights (11.WH.2074(D)). The access to the barn/arena structure is a private road. However, the site of the structure does not have any demonstrated easement rights to this access. This criterion implicitly requires that the land subject to the land use action have access rights. The site of the structure does not.
7. Load Bearing Capacity of 52,000 pounds (11.WH.2074(D)(1)). The applicant's only evidence tending to show that the load bearing capacity of the road will support a vehicle weighing 52,000 pounds is that the road has supported vehicles of or exceeding that weight. The opponents state that the road has on at least one occasion failed to support a heavy vehicle. The applicant provides no evidence concerning the structure of the road bed to demonstrate that in fact has the required load bearing capacity.
8. Private Road has 20-foot width and driveway has 12-foot width (11.WH.2074(D)(2)). The applicants evidence on this criteria addresses only their driveway, which has 9 feet, not the required 12-feet of width. The record contains no evidence concerning the width of construction of the private road from which the Shield's driveway obtains access. The applicant failed to meet their burden to prove that the criterion is satisfied.

9. Road Grades (11.WH.2074(D)(5)). There is insufficient evidence in the record from with the Hearings Officer can conclude that the grades of either the private road or the driveway meet this criterion.
  
10. Turnarounds (11.WH.2074(D)(7)(a)). The applicants did not address the requirement that a private road provide additional turnarounds at a maximum spacing of 500 feet. They addressed only requirements relating to their own driveway. The Hearings Officer notes that the fire access standards apply to "a private road . . . accessing two or more dwellings, or a driveway accessing a single dwelling." The Hearings Officer does not believe that these requirements are meant to be in the alternative when both a private road and a driveway are involved in accessing a development. The Hearings Officer believes that private road standards apply to private roads and the driveway standards apply to driveways. Where there is both a private road and a driveway, the standards for both need to be satisfied.

There is no evidence that there is any turn around along the private road which is approximately 600 feet in length and which the Code requires at least one turnaround in addition to the turnaround at the end of the applicants' driveway. It appears that the additional turnarounds must also have a radius of 48-feet. As the private road easement is at most 50-feet in width, there is inadequate space within the easement to provide a turnaround having a 48-foot radius. Consequently, the applicant has failed to demonstrate that this requirement could be satisfied.

Dated this 6<sup>th</sup> Day of May, 1999



Deniece B. Won, Attorney at Law  
Hearings Officer

**List of Exhibits:**

1. Reduced copy of applicant site plan
  2. Elevation of barn/ arena
  3. Ignition Resistant Construction Categories
  4. September 19, 1997 letter from Tualatin Valley Fire & Rescue (TVFR)
  5. June 1, 1998 letter from TVFR
  6. Vicinity Map
  7. Easement for Access through Tax Lot 28 of Section 32, 2N, 1W
  8. Statutory Warranty Deed for Tax Lot 29 of Section 32, 2N, 1W (dated March 31, 1993).
- 
- H1 Affidavit of Posting
  - H2 Tracy Waters telephone call notes dated April 19, 1999
  - H3 Scott Teitsworth letter dated March 28, 1999
  - H4 Paul Norr Letter dated April 14, 1999
  - H5 Paul Norr letter dated April 13, 1999
  - H6 Staff proposed conditions of approval
  - H7 Legal description of Tax Lot 30
  - H8 Paul Norr letter dated April 19, 1999

**BOGSTAD Deborah L**

---

**From:** BOGSTAD Deborah L  
**Sent:** Wednesday, June 16, 1999 12:49 PM  
**To:** #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4; FORD Carol M; DIMEN Jason M; LITWAK Jeff; SEARS Tricia R; FARMER Stuart L  
**Subject:** E 1-99 de novo hearing

As you know, Mr. Koback, attorney for the Shields, has requested a continuance of the de novo hearing scheduled for tomorrow morning. Per Board direction I have advised Mr. Koback the Board will grant the request and after speaking with both Mr. Koback and Paul Norr, the attorney representing Ms. Anderson, they have agreed that resetting the hearing to Thursday, July 22 works for them. Neither attorney will be attending tomorrow's Board meeting, therefore, but I will read the item, advise that a request for continuance has been submitted and Vice-Chair Linn will ask for a motion to reset the de novo hearing to 10:00 am, Thursday, July 22, 1999. Thank you.

Deb Bogstad  
Multnomah County Board Clerk  
(503) 248-3277

LAWYERS

BOARD OF  
COUNTY COMMISSIONERS

99 JUN 21 AM 9:02

MULTNOMAH COUNTY  
OREGON

## Davis Wright Tremaine LLP

ANCHORAGE BELLEVUE BOISE CHARLOTTE HONOLULU LOS ANGELES NEW YORK  
PORTLAND RICHLAND SAN FRANCISCO SEATTLE WASHINGTON, D.C. SHANGHAI

CHRISTOPHER P. KOBACK  
Direct (503) 778-5382  
chriskoback@dwt.com

SUITE 2300  
1300 SW FIFTH AVENUE  
PORTLAND, OR 97201-5682

TEL (503) 241-2300  
FAX (503) 778-5299  
www.dwt.com

June 15, 1999

**VIA FAX #248-3013**  
**And U.S. MAIL**

Beverly Stein, Chairperson  
Diane Linn, Commissioner  
Serena Cruz, Commissioner  
Lisa Naito, Commissioner  
Sharon Kelley, Commissioner  
MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
1120 S.W. Fifth Avenue, Rm. 1515  
Portland, OR 97233

Re: Case File E-1-99  
Applicants Les and Florence Shields

Dear Members of the Board:

This firm represents Les and Florence Shields, who have appealed a hearings officer's decision in the above-referenced case to the Board of County Commissioners. This matter is set for hearing before the Board on June 17, 1999. The purpose of this letter is to request that the hearing before the Board be continued to a later date.

The reasons appellants request an extension are two-fold. First, one of the central issues involved in this appeal is whether the appellants have adequate access to serve the structure for which they seek approval. The Hearings Officer found that appellants did not present evidence of an easement or other access to the structure. Applicants are in the process of attempting to address the access issue by obtaining an easement to that portion of their property upon which the proposed structure sits. Incidentally, in a related case, SEC-10-99, another applicant who owns a parcel of property in the same area has proposed to develop that property and faces the same issue regarding access. That landowner has also undertaken negotiations to obtain an easement that would provide access to his proposed structure. It is the hope of the appellants in this case that together with the landowner in Case No. SEC-10-

MULTNOMAH COUNTY BOARD OF COMMISSIONERS

June 15, 1999

Page 2



99, that they will be able to obtain the necessary easement to prove access exists to both structures. Appellants believe additional time is needed to resolve the access issue. Appellants believe that if the access issue can be resolved with an easement, the issues before the Board will be greatly narrowed and the resources of all parties involved can be preserved.

The second basis for the requested continuance is that I am unavailable on June 17, 1999. Prior to receiving notice of the hearing, I scheduled to depart on a vacation with my family the afternoon of June 16, 1999. After receiving the notice of hearing, I spoke with staff to address the available procedures for requesting an extension. Today, staff informed me that a written request to the Board is required and, thus, I am hereby submitting that request.

Appellants fully understand that, along with their request for an extension, they also must request a waiver of the 120-day rule and have authorized me to make that request at this time.

For the foregoing reasons, the appellants, Les and Florence Shields, respectfully request that the Board grant a continuance of the June 17, 1999 hearing in this matter to a date in the future that is convenient to the Board. Neither appellants nor myself anticipate any conflict in a continued date, but do believe that thirty (30) days would be an appropriate time frame to permit negotiations regarding the easement to culminate.

Thank you in advance for your consideration of this request.

Very truly yours,

Davis Wright Tremaine LLP

Christopher P. Koback

CPK/ikt

cc: Les and Florence Shields  
Trisha Sears, Planner, Multnomah County (via facsimile)  
Paul Norr, Esq.