



# ANNOTATED MINUTES

Tuesday, May 7, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## BOARD BRIEFINGS

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

- B-1 Update on Program Evaluation Capacity in Multnomah County Government. Presented by James Carlson.

***JIM CARLSON AND BARBARA GLICK  
PRESENTATION AND RESPONSE TO BOARD  
QUESTIONS, SUGGESTIONS AND DISCUSSION.***

- B-2 Discussion and Request for Policy Direction Regarding the Minimum Wage Initiative. Presented by Members of the Rainbow Coalition, the Portland Organizing Project and a Minimum Wage Worker.

***DIANE ROSENBAUM AND DUKE SHEPARD  
PRESENTATION AND RESPONSE TO BOARD  
QUESTIONS AND DISCUSSION.***

- B-3 Status of CareOregon, and Restructuring Options for the Future. Presented by Billi Odegaard and Mary Lou Hennrich.

***BILLI ODEGAARD, MARY LOU HENNRICH AND  
TIM GOLDFARB AND KATIE GAETJENS  
PRESENTATION AND RESPONSE TO BOARD  
QUESTIONS, SUGGESTIONS AND DISCUSSION.  
MS. GAETJENS TO RESPOND TO WRITTEN  
QUESTIONS AND CONCERNS OF THE BOARD AND  
STAFF TO RETURN FOR ADDITIONAL BRIEFING.***

- B-4 Discussion and Request for Policy Direction Regarding Land Conservation and Development Commission Orders Pertaining to the West Hills and Howard Canyon Reconciliation Reports. Presented by Scott Pemble and Sandra Duffy.

**SCOTT PEMBLE PRESENTATION. MR. PEMBLE AND SANDRA DUFFY RESPONSE TO BOARD QUESTIONS, SUGGESTIONS AND DISCUSSION. BOARD CONSENSUS THAT STAFF PROCEED WITH WORK TO REMOVE KABDEBO PROPERTY FROM WILDLIFE HABITAT DESIGNATION PER WEST HILLS ORDER; AND BOARD CONSENSUS THAT COUNTY PROCEED WITH NOISE STUDY PER HOWARD CANYON ORDER.**

*There being no further business, the meeting was adjourned at 11:50 a.m.*

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Tuesday, May 7, 1996 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### **BUDGET HEARING**

*Chair Beverly Stein convened the hearing at 1:33 p.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.*

PH-1 Central Citizen Budget Advisory Committee and Citizen Budget Advisory Committees Budget Recommendations on the Proposed 1996-97 Multnomah County Budget. Presented by Jack Pessia, Central CBAC Chair.

#### **JACK PESSIA CENTRAL CBAC PRESENTATION AND RECOMMENDATIONS.**

PH-2 Department of Community and Family Services Budget Overview, Highlights and Action Plans. DCFS Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1996-97 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.

**LOLENZO POE SELECTED BUDGET HIGHLIGHTS AND ACTION PLANS PRESENTATION. HOWARD KLINK REVIEW OF BUDGET DETAIL. DOUG MONTGOMERY CBAC PRESENTATION AND RECOMMENDATIONS. RICHARD HARRIS TESTIMONY IN SUPPORT OF FUNDING FOR CENTRAL CITY CONCERN, HOOPER DETOX,**

**ACUPUNCTURE AND OTHER ALCOHOL AND DRUG TREATMENT PROGRAMS. KARLA McFARLAND TESTIMONY IN SUPPORT OF FUNDING ALCOHOL AND DRUG PROGRAMS AND DCFS BUDGET. KAREN HILL TESTIMONY IN SUPPORT OF FUNDING FOR THE QUINT PROJECT. MOLLY COOLEY TESTIMONY IN SUPPORT OF FUNDING FOR BRENTWOOD-DARLINGTON NEIGHBORHOOD PRIDE TEAM OFFICE SPACE AND RESPONSE TO BOARD QUESTIONS. PAM PATTON TESTIMONY IN SUPPORT OF FUNDING FOR FAMILY CENTERS, TOUCHSTONE, JANUS YOUTH, AND OTHER CHILDREN AND PROGRAMS; AND IN SUPPORT OF CONTRACTING OUT NEW POSITIONS THROUGH PRIVATE NON-PROFIT PROVIDERS. LINDA HUDDLE TESTIMONY IN SUPPORT OF FUNDING FOR HISPANIC RETENTION RETRIEVAL PROJECT AND YOUTH PROGRAMS. LOLENZO POE LOCAL BEHAVIORAL HEALTH AUTHORITY PRESENTATION. SUSAN CLARK MANAGED CARE INFRASTRUCTURE PRESENTATION. MR. POE SCHOOL SUPPORT PRESENTATION. MR. POE, KATHY TINKLE, DENNIS ADAMS AND MARY MERTZ EXPLANATION IN RESPONSE TO BOARD QUESTIONS AND DISCUSSION. HOWARD KLINK MENTAL HEALTH CRISIS TRIAGE CENTER PRESENTATION AND RESPONSE TO BOARD QUESTIONS. BOB DONOUGH, MR. POE, MR. KLINK AND IRIS BELL RESPONSE TO BOARD QUESTIONS AND DISCUSSION. DEPARTMENT OF COMMUNITY AND FAMILY SERVICES STAFF TO PROVIDE FOLLOW UP INFORMATION REGARDING (1) EFFECT OF ONE TIME ONLY FUNDING ON THE PACKAGE OF SUPPORT FOR SCHOOL PROGRAMS; (2) PREPARE A COST BENEFIT ANALYSIS OF THE EFFECT OF EARLY IDENTIFICATION OF CHILDREN WITH POVERTY/DISABILITY PROBLEMS; (3) IMPACT ON CHILDREN WITH POVERTY/DISABILITY PROBLEMS OF TRANSITION FROM SPECIAL SERVICES IN THEIR PRE-SCHOOL PERIOD TO REGULAR SCHOOL; (4) IDENTIFY THE EFFICACY OF ADDRESSING DISABILITIES AT AN EARLY**

**AGE; (5) PROVIDE INCOME DATA ABOUT THOSE WHO ARE SERVED AT PARENT CHILD DEVELOPMENT CENTERS TO DEMONSTRATE THAT THOSE AT RISK ARE BEING SERVED; (6) DEVELOP LANGUAGE TO INCLUDE RFP'S THAT WILL REQUIRE MEDIATION OF DISPUTES ABOUT THE CONTRACTING PROCESS BEFORE EITHER PARTY RESORTS TO LITIGATION; (7) PROVIDE AN OVERALL SUMMARY OF THE WELLNESS PROGRAMS, INCLUDING GOALS AND OBJECTIVES FOR EACH PROGRAM AND DISCUSSION OF POTENTIAL EVALUATION PLANS FOR EACH PROGRAM; (8) PROVIDE EVALUATION DATA OF THE HISPANIC RETENTION PROGRAMS AT THE THREE HIGH DROPOUT HIGH SCHOOLS. SUGGEST WAYS TO SECURE PROPOSED SYSTEM CHANGES FROM THE CONTRACTORS THAT WILL ENABLE THE SCHOOL DISTRICTS TO CONTINUE THE ESSENCE OF THESE PROGRAMS WHEN COUNTY FUNDING EXPIRES AT THE END OF THE THIRD YEAR; (9) ANALYZE THE CASH FLOW ADVANTAGE TO THE SCHOOLS FROM INCREASED ATTENDANCE THAT RESULTS FROM HISPANIC RETENTION PROGRAMS; (10) PROVIDE JUSTIFICATIONS AND RESPONSIBILITIES FOR NEW POSITIONS/CONTRACTS AS FOLLOWS: .5 FAMILY COORDINATOR; .5 EARLY CHILDHOOD COORDINATOR; COMMUNITY LEADERSHIP INSTITUTE; GRANT WRITER; FISCAL SPECIALIST, PLANNER. (11) PROPOSE A PLAN TO MAKE FAMILY CENTERS VISIBLE AND TO IMPROVE OUTREACH MATERIALS. THE PLAN SHOULD INCLUDE REQUIREMENTS TO INCLUDE IN CONTRACTS WITH PROVIDERS SO THAT IT CAN BE IMPLEMENTED. THE PLAN SHOULD ALSO INCLUDE ASSURANCE THAT THE FAMILY CENTERS WILL BE INCLUDED IN THE COUNTY'S SECTION OF THE BLUE PAGES IN THE TELEPHONE BOOK; (12) DESCRIBE THE STATUS OF THE DD RESPITE PROGRAM INTENDED TO BE PARTIALLY FUNDED BY THE COUNTY IN 1995-96. (13) BUDGET AND QUALITY STAFF TO PROVIDE A LISTING OF ALL NEW POSITIONS IN THE 1996-97 BUDGET, NOTING THE FUNDING SOURCE FOR**

**THE POSITIONS AND IDENTIFYING POSITIONS  
SUPPORTING THE RESULTS EFFORT.  
COMMISSIONER SALTZMAN PROPOSED  
AMENDMENT DCFS 1 TO CUT \$100,000 "MINI  
GRANTS" AND DCFS 2 FOR FUNDING 6 FAMILY  
CENTERS SIGNAGE, INCLUDING LISTING IN THE  
COUNTY PAGES OF THE TELEPHONE  
DIRECTORY.**

*There being no further business, the hearing was adjourned at 3:25 p.m.*

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Wednesday, May 8, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**BUDGET HEARING**

*Chair Beverly Stein convened the hearing at 9:35 a.m., with Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present, and Vice-Chair Dan Saltzman arriving at 9:37 a.m.*

PH-3 Health Department Budget Overview, Highlights and Action Plans. HD Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1996-97 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.

**BILLI ODEGAARD AND TOM FRONK  
DEPARTMENT OVERVIEW PRESENTATION. BILL  
DAVIS, GERARDO MADRIGAL, MARGE JOZSA AND  
STEVEN COCHRAN CBAC AND COMMUNITY  
HEALTH COUNCIL PRESENTATION AND  
RECOMMENDATIONS. THELMA GOLDEN  
TESTIMONY IN SUPPORT OF FUNDING FOR THE  
COALITION OF COMMUNITY HEALTH CLINICS.  
DIANE COHEN-ALPERT TESTIMONY IN SUPPORT  
OF FUNDING FOR STARS/WYN, INSIGHTS TEEN  
PARENT AND CONNECTIONS PROGRAMS. KATHY  
OLIVER TESTIMONY IN SUPPORT OF FUNDING  
FOR OUTSIDE IN AND RESPONSE TO BOARD  
QUESTIONS AND DISCUSSION. MICHAEL HARRIS  
TESTIMONY IN SUPPORT OF FUNDING FOR LANE  
MIDDLE SCHOOL, BRENTWOOD-DARLINGTON  
COMMUNITY CENTER AND STARS PROGRAMS.**

**SANDE NELSON, DEBRA LARSON, JACKIE SYBRANDT, KATHY PAINTNER AND KATHY WALKER TESTIMONY IN SUPPORT OF FUNDING TO ESTABLISH AN OREGON INSTITUTE FOR THE BLIND SNACK SHOP TRAINING CENTER IN THE McCOY BUILDING LOBBY. MS. WALKER RESPONSE TO BOARD QUESTIONS. MS. ODEGAARD ADVISED PRIMARY CARE DIVISION DIRECTOR ARDYS CRAGHEAD WILL BE RETIRING JULY 1. TOM FRONK PRIMARY CARE FEE REVENUES PRESENTATION. SHARI BLACK PRESENTATION ON PROPOSAL TO MERGE BURNSIDE AND WESTSIDE HEALTH CLINICS AND RESPONSE TO BOARD QUESTIONS. DWAYNE PRATHER BILINGUAL STAFF PROGRESS PRESENTATION. MR. PRATHER, MS. ODEGAARD AND PATSY KULLBERG RESPONSE TO BOARD QUESTIONS AND DISCUSSION. JAN SINCLAIR PRESENTATION ON REFUGEE HEALTH, BRENTWOOD-DARLINGTON AND STARS/WYN PROGRAMS AND RESPONSE TO BOARD QUESTIONS. GORDON EMPEY UPDATE REGARDING DENTAL EQUIPMENT AND THE PANDA COALITION, A CHILD ABUSE PREVENTION INITIATIVE AND RESPONSE TO BOARD QUESTIONS. MS. ODEGAARD UPDATE ON CAREOREGON AND NEEDLE EXCHANGE PROGRAM. MS. ODEGAARD AND GARY OXMAN RESPONSE TO BOARD QUESTIONS AND DISCUSSION. HEALTH DEPARTMENT STAFF TO PROVIDE FOLLOW UP INFORMATION REGARDING (14) PREPARE AN ANALYSIS OF THE FUNDING AND OPERATIONS OF THE OUTSIDE-IN CLINIC INCLUDING THE ELIGIBILITY OF CLINIC CLIENTS FOR INSURANCE COVERAGE; (15) SUMMARIZE AND PRESENT THE VIEWS OF THE CENTRAL CITY CONCERN ON THE MERGER OF THE BURNSIDE AND WEST SIDE CLINICS; (16) PROVIDE COPIES OF THE MATERIALS USED IN THE PANDA TRAINING SESSION; (17) DETERMINE THE AMOUNT OF CONTRIBUTION TO THE NEEDLE EXCHANGE PROGRAM BUDGETED BY THE CITY OF PORTLAND IN 1996-97; (18) SUMMARIZE THE STATUS OF A QUALITY RATING**

**FOR RESTAURANTS; (19) SUMMARIZE THE STATUS OF THE POTENTIAL TRANSFER OF THE MEDICAL EXAMINER PROGRAM TO THE OREGON STATE POLICE. DEPARTMENT OF ENVIRONMENTAL SERVICES STAFF TO (20) SUMMARIZE AND REVIEW THE OREGON INSTITUTE FOR THE BLIND PROPOSAL THAT THE COUNTY CONSTRUCT A TRAINING LOCATION IN THE McCOY BUILDING. LABOR RELATIONS STAFF TO (21) PROVIDE ANALYSIS OF THE POTENTIAL FOR PROVIDING SUPPLEMENTAL INCENTIVE PAY FOR SECOND LANGUAGE COMPETENCE. COMMISSIONER SALTZMAN PROPOSED AMENDMENT DES 1, \$39,000 FOR OIB CONSTRUCTION.**

*There being no further business, the hearing was adjourned at 11:40 a.m.*

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Thursday, May 9, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### **REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:31 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.*

### **CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-4) WAS UNANIMOUSLY APPROVED.**

### **SHERIFF'S OFFICE**

C-1 Amendment 2 to Intergovernmental Agreement 800416 with Oregon State Marine Board, Adding \$6,000 for Procurement of Fuel for Marine Patrol

- C-2 Budget Modification MCSO 12 Requesting Authorization to Add \$6,000 to the Supplies Line Item in the Marine Board Portion of the Sheriff's River Patrol Budget

**DEPARTMENT OF HEALTH**

- C-3 Intergovernmental Revenue Agreement 201766 with Oregon Health Sciences University, for the Provision of Case Management and Medical Care Services for Persons Living with HIV/AIDS

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-4 CU 9-95 Report on the March 20, 1996 Hearings Officer Decision, APPROVING, Subject to Conditions, Conditional Use Approval for a Non-Farm Related Single Family Residence in an Exclusive Farm Use Zoning District, for Property Located at 11410 NW SKYLINE BOULEVARD, PORTLAND

**REGULAR AGENDA**

**PUBLIC COMMENT**

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

***TOM CROPPER COMMENTED IN SUPPORT OF ASKING THE GOVERNOR FOR PUBLIC HEARINGS ON LOCAL CONTROL.***

***CHAIR STEIN AND COMMISSIONERS KELLEY, SALTZMAN, HANSEN AND COLLIER ACKNOWLEDGED THE PASSING OF BILL NAITO AND EXPRESSED THEIR APPRECIATION FOR HIS DEDICATION, CONTRIBUTIONS AND SUPPORT OVER THE YEARS. A MOMENT OF SILENCE WAS OBSERVED.***

**DEPARTMENT OF SUPPORT SERVICES**

- R-2 RESULTS Team Presentation Regarding Multnomah County Health Clinic's Increased Up-to-Date Immunizations

**MARILEE DEA, PEGGY HILLMAN AND YUEN CHAN PRESENTATION REGARDING TEAM PROJECT IN WHICH THE IMMUNIZATION RATE OF TWO YEAR OLDS RECEIVING WELL CHILD CARE WAS INCREASED TO ABOVE 90% FOR ALL CLINICS IN 1995. MS. HILLMAN RESPONSE TO BOARD QUESTIONS, COMMENTS AND DISCUSSION.**

**NON-DEPARTMENTAL**

R-3 RESOLUTION Supporting and Endorsing the Oregon Minimum Wage and Economic Independence Act

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. COMMISSIONER SALTZMAN EXPLANATION AND COMMENTS IN SUPPORT. ELLEN LOWE TESTIMONY IN SUPPORT AND RESPONSE TO BOARD QUESTIONS AND COMMENTS. RESOLUTION READ. RESOLUTION 96-83 UNANIMOUSLY APPROVED.**

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

R-4 PUBLIC HEARING and Consideration of a RESOLUTION Approving the 1996-97 Multnomah County Annual Action Plan for the Community Development Block Grant Program and HOME Investment Partnership Program to be Submitted to the Department of Housing and Urban Development

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF RESOLUTION. CECILE PITTS EXPLANATION, DISTRIBUTION OF ADDITIONAL WRITTEN TESTIMONY, AND RESPONSE TO BOARD QUESTIONS. MARGE JOZSA TESTIMONY IN SUPPORT OF ADDITIONAL DENTAL CLINIC FUNDING AND RESPONSE TO BOARD QUESTIONS. BRENDA JOSE TESTIMONY IN SUPPORT OF FUNDING FOR ADAPT-A-HOME PROJECT. KAREN MARKINS TESTIMONY IN SUPPORT OF FUNDING FOR THE PROJECT SAIL PROGRAM. ROBERT TUCKER TESTIMONY IN**

**SUPPORT OF FUNDING FOR A COMMUNITY FACILITY AT THE WILLOW TREE INN SITE IN GRESHAM. LUCIA PEÑA TESTIMONY IN SUPPORT OF FUNDING FOR CASA OF OREGON FARMWORKERS HOUSING PROJECT IN GRESHAM. NEAL BEROZ TESTIMONY IN SUPPORT OF FUNDING FOR NETWORK BEHAVIORAL HEALTH CARE AND REACH COMMUNITY DEVELOPMENT POWELL BOULEVARD PROJECT TO DEVELOP HOUSING FOR MENTAL AND SUBSTANCE ABUSE CLIENTS. CYNTHIA INGEBRETSON TESTIMONY IN SUPPORT OF FUNDING FOR FAIR HOUSING COUNCIL OF OREGON PROJECT. ELI SPEVOK TESTIMONY IN SUPPORT OF FUNDING FOR HUMAN SOLUTIONS ANKENY WOODS AFFORDABLE HOUSING PROJECT. MS. PITTS RESPONSE TO BOARD QUESTIONS AND DISCUSSION. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL TO TRANSFER \$2,500 FROM THE PROJECT CONTINGENCY FUND TO PROVIDE ADDITIONAL DENTAL CARE SERVICES. MS. PITTS RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. MOTION UNANIMOUSLY APPROVED. RESOLUTION 96-84 UNANIMOUSLY APPROVED, AS AMENDED.**

**DEPARTMENT OF SUPPORT SERVICES**

- R-5 Intergovernmental Agreement 500696 with the Oregon State Police, Office of Emergency Management, Providing Disaster Relief Funding Assistance for Multnomah County

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. MIKE GILSDORF EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.**

- R-6 RESOLUTION Authorizing Execution and Delivery of a Lease Purchase Agreement and an Escrow Agreement; Designating an Authorized Representative; Authorizing the Negotiated Sale of Certificates of Participation in an Amount Not Exceeding \$1,900,000; Designating a

Financial Advisor, Special Counsel, Registrar and Paying Agent; and Other Matters

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. DAVE BOYER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 96-85 UNANIMOUSLY APPROVED.**

R-7 RESOLUTION Authorizing the Issuance and Sale of Short-Term Promissory Notes (Tax and Revenue Anticipation Notes, Series 1996) in the Amount of \$11,000,000 for the Purpose of Meeting Current Expenses of the County for the 1996-97 Fiscal Year

**COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-7. MR. BOYER EXPLANATION. RESOLUTION 96-86 UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

R-8 First Reading of an ORDINANCE Amending the Comprehensive Framework Plan Volume 1 Findings to Include the West Hills Reconciliation Report, as Revised and Amended by the Board, in Fulfillment of the Periodic Review Work Program Tasks for Statewide Planning Goal 5 Resources in the West Hills Rural Area

**ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF FIRST READING. HOWARD GORDON EXPLANATION. TOM CROPPER TESTIMONY IN OPPOSITION TO GRAVEL MINE. BOARD COMMENTS IN SUPPORT. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, MAY 16, 1996.**

R-9 First Reading of an ORDINANCE Amending the Sectional Zoning Maps by Deleting the SEC-h (Wildlife Habitat) Zoning Overlay District for Lands to the North of the Bonny Slope Subdivision within the West Hills Rural Area

**ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER SALTZMAN MOVED**

**AND COMMISSIONER COLLIER SECONDED,  
APPROVAL OF FIRST READING. MR. HOWARD  
EXPLANATION. CAMILLE KABDEBO TESTIMONY  
IN SUPPORT. FIRST READING UNANIMOUSLY  
APPROVED. SECOND READING THURSDAY, MAY  
16, 1996.**

*There being no further business, the meeting was adjourned at 10:55  
a.m.*

*OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON*



*Deborah L. Bogstad*



**MULTNOMAH COUNTY OREGON**

OFFICE OF THE BOARD CLERK  
SUITE 1510, PORTLAND BUILDING  
1120 SW FIFTH AVENUE  
PORTLAND, OREGON 97204  
CLERK'S OFFICE • 248-3277 • 248-5222  
FAX • (503) 248-5262

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

# AGENDA

## MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FOR THE WEEK OF

**MAY 6, 1996 - MAY 10, 1996**

*Tuesday, May 7, 1996 - 9:30 AM - Board Briefings.....Page 2*

*Tuesday, May 7, 1996 - 1:30 PM - Budget Hearing.....Page 2*

*Wednesday, May 8, 1996 - 9:30 AM - Budget Hearing.....Page 3*

*Thursday, May 9, 1996 - 9:30 AM - Regular Meeting.....Page 3*

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

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

*Friday, 10:00 PM, Channel 30*

*Sunday, 1:00 PM, Channel 30*

*\*Produced through Multnomah Community Television\**

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

*Tuesday, May 7, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BOARD BRIEFINGS**

- B-1 Update on Program Evaluation Capacity in Multnomah County Government. Presented by James Carlson. 30 MINUTES REQUESTED.*
- B-2 Discussion and Request for Policy Direction Regarding the Minimum Wage Initiative. Presented by Members of the Rainbow Coalition, the Portland Organizing Project and a Minimum Wage Worker. 30 MINUTES REQUESTED.*
- B-3 Status of CareOregon, and Restructuring Options for the Future. Presented by Billi Odegaard and Mary Lou Hennrich. 10:30 AM TIME CERTAIN, 45 MINUTES REQUESTED.*
- B-4 Discussion and Request for Policy Direction Regarding Land Conservation and Development Commission Orders Pertaining to the West Hills and Howard Canyon Reconciliation Reports. Presented by Scott Pemble and Sandra Duffy. 15 MINUTES REQUESTED.*
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*Tuesday, May 7, 1996 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BUDGET HEARING**

- PH-1 Central Citizen Budget Advisory Committee and Citizen Budget Advisory Committees Budget Recommendations on the Proposed 1996-97 Multnomah County Budget. Presented by Jack Pessia, Central CBAC Chair. 15 MINUTES REQUESTED.*
- PH-2 Department of Community and Family Services Budget Overview, Highlights and Action Plans. DCFS Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1996-97 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers. 2 HOURS REQUESTED.*

Wednesday, May 8, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**BUDGET HEARING**

PH-3 Health Department Budget Overview, Highlights and Action Plans. HD Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1996-97 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers. 2 HOURS REQUESTED.

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Thursday, May 9, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

**CONSENT CALENDAR**

**SHERIFF'S OFFICE**

- C-1 Amendment 2 to Intergovernmental Agreement 800416 with Oregon State Marine Board, Adding \$6,000 for Procurement of Fuel for Marine Patrol
- C-2 Budget Modification MCSO 12 Requesting Authorization to Add \$6,000 to the Supplies Line Item in the Marine Board Portion of the Sheriff's River Patrol Budget

**DEPARTMENT OF HEALTH**

- C-3 Intergovernmental Revenue Agreement 201766 with Oregon Health Sciences University, for the Provision of Case Management and Medical Care Services for Persons Living with HIV/AIDS

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-4 CU 9-95 Report on the March 20, 1996 Hearings Officer Decision, APPROVING, Subject to Conditions, Conditional Use Approval for a Non-Farm Related Single Family Residence in an Exclusive Farm Use Zoning District, for Property Located at 11410 NW SKYLINE BOULEVARD, PORTLAND

**REGULAR AGENDA**

**PUBLIC COMMENT**

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

**DEPARTMENT OF SUPPORT SERVICES**

R-2            *RESULTS Team Presentation Regarding Multnomah County Health Clinic's Increased Up-to-Date Immunizations*

**NON-DEPARTMENTAL**

R-3            *RESOLUTION Supporting and Endorsing the Oregon Minimum Wage and Economic Independence Act*

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

R-4            *PUBLIC HEARING and Consideration of a RESOLUTION Approving the 1996-97 Multnomah County Annual Action Plan for the Community Development Block Grant Program and HOME Investment Partnership Program to be Submitted to the Department of Housing and Urban Development*

**DEPARTMENT OF SUPPORT SERVICES**

R-5            *Intergovernmental Agreement 500696 with the Oregon State Police, Office of Emergency Management, Providing Disaster Relief Funding Assistance for Multnomah County*

R-6            *RESOLUTION Authorizing Execution and Delivery of a Lease Purchase Agreement and an Escrow Agreement; Designating an Authorized Representative; Authorizing the Negotiated Sale of Certificates of Participation in an Amount Not Exceeding \$1,900,000; Designating a Financial Advisor, Special Counsel, Registrar and Paying Agent; and Other Matters*

R-7            *RESOLUTION Authorizing the Issuance and Sale of Short-Term Promissory Notes (Tax and Revenue Anticipation Notes, Series 1996) in the Amount of \$11,000,000 for the Purpose of Meeting Current Expenses of the County for the 1996-97 Fiscal Year*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-8        *First Reading of an ORDINANCE Amending the Comprehensive Framework Plan Volume 1 Findings to Include the West Hills Reconciliation Report, as Revised and Amended by the Board, in Fulfillment of the Periodic Review Work Program Tasks for Statewide Planning Goal 5 Resources in the West Hills Rural Area*
- R-9        *First Reading of an ORDINANCE Amending the Sectional Zoning Maps by Deleting the SEC-h (Wildlife Habitat) Zoning Overlay District for Lands to the North of the Bonny Slope Subdivision within the West Hills Rural Area*

MEETING DATE: MAY 09 1996

AGENDA #: C-1

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between the Sheriff's Office and Oregon State Marine Board

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING: DATE REQUESTED: May 2, 1996

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

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

PERSON(S) MAKING PRESENTATION: No one - consent item

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Amending the Oregon State Marine Board intergovernmental agreement with the Sheriff's Office, contract #800416-2, to add an additional \$6,000 for procurement of fuel for marine patrol. Adjusting the total amount of contract to \$416,426.

(NOTE: Please assign coresponding BUDMOD on same date scheduled)

5/13/96 ORIGINALS TO LARRY AAB

SIGNATURES REQUIRED:

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

(OR)

DEPARTMENT MANAGER: Merle R. Jull

**CONSENT**

1965 APR 30 PM 4:05  
CLATSOP COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

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

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # 800416

Prior-Approved Contract Boilerplate:  Attached:  Not Attached:

Amendment # 2

<p style="text-align: center;"><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	<p style="text-align: center;"><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;"><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000 <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p style="text-align: center;">AGENDA # <u>C-1</u> DATE <u>5/9/96</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
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Department: SHERIFF'S OFFICE Division: ENFORCEMENT Date: APRIL 15, 1996  
 Contract Originator: LT. TERRY JONES Phone: 288-6788 Bldg/Room: \_\_\_\_\_  
 Administrative Contact: LARRY AAB Phone: 251-2489 Bldg/Room: 313/231  
 Description of Contract: INCREASE FOR PROCUREMENT OF FUEL FOR MARINE PATROL.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR #: \_\_\_\_\_ Contractor is  MBE  WBE  QRF

<p>Contractor Name: <u>OREGON STATE MARINE BOARD</u>          Mailing Address: <u>435 COMMERCIAL ST NE</u>  <u>SALEM OR 97310-0650</u>          Phone: <u>378-8587</u> Attn: <u>Bill Rydblom</u>          Employer ID# or SS#: _____          Effective Date: <u>JULY 1, 1995</u>          Termination Date: <u>JUNE 30, 1996</u>          Original Contract Amount: <u>\$ 406,826</u>          Total Amt of Previous Amendments: <u>\$ 3,600</u>          Amount of Amendment: <u>\$ 6,000</u>          Total Amount of Agreement: <u>\$ 416,426</u></p>	<p>Remittance Address (if different): _____          _____          _____          Payment Schedule _____ Terms _____  <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt  <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30  <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other  <input type="checkbox"/> Requirements contract - Requisition Required          Purchase Order No. _____  <input type="checkbox"/> Requirements Not to Exceed \$ _____          Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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**REQUIRED SIGNATURES:**

Department Manager: *Mark R. Trill* Date: \_\_\_\_\_  
 Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel: \_\_\_\_\_ Date: 4/30/96  
 County Chair: \_\_\_\_\_ Date: 5/9/96  
 Sheriff: X \_\_\_\_\_ Date: 4/10/96  
 Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	156	025	3316			2322					
02											
03											

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

#800416-2

AMENDMENT TO FISCAL YEAR 95/96

MARINE SAFETY AND LAW ENFORCEMENT CONTRACT

By joint agreement between the Oregon State Marine Board and Multnomah County, the existing fiscal year 1995/1996 Marine Safety and Law Enforcement Contract is amended to reflect an increase in the total contract amount to \$416,826. This \$6,000 increase is for procurement of fuel for marine patrol.

FUNDING RECAP:	Existing Contract	\$410,426
	Modifications	<u>6,000</u>
	Revised Contract Total	\$416,426

OREGON STATE MARINE BOARD

MULTNOMAH COUNTY

Paul Donheffer  
Director

X David [Signature]  
Sheriff

4/8/96  
Date

4/16/96  
Date

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

By: [Signature]

Date: 04/30/96

[Signature]  
Chair, County Commissioners

May 9, 1996  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 5/9/96  
DEB BOGSTAD  
BOARD CLERK

BUDGET MODIFICATION NO.

MCSD # 12

(For Clerk's Use) Meeting Date MAY 9 1996  
Agenda No. C-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Sheriff's Office  
CONTACT Larry Aab

DIVISION \_\_\_\_\_  
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 add \$6,000 to the Supplies line item in the Marine Board part of the Sheriff's River Patrol 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 modification will add \$6,000 to the Marine Board portion of the River Patrol budget. The Marine Board has agreed to provide the funds for boat fuel.**

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF  
COUNTY COMMISSIONERS  
96 APR 29 AM 9:17  
MULTNOMAH COUNTY  
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

Originated By	Date	Department Director	Date
Plan/Budget Analyst	Date	Employee Services	Date
Board Approval	Date		



MEETING DATE: MAY 9 1996  
AGENDA NO.: C-3  
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement 201766 with Oregon Health Sciences University

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

REGULAR MEETING Date Requested: \_\_\_\_\_  
Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: \_\_\_\_\_

CONTACT: Liz Fosterman TELEPHONE #: x3339

BLDG/ROOM #: 340/2

PERSON(S) MAKING PRESENTATION: Tom Fronk

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Ratification of Intergovernmental Agreement 201766 with Oregon Health Sciences University for the provision of case management and medical care services for persons living with HIV/AIDS.

5/13/96 ORIGINALS TO KAREN CARVER

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 APR 30 PM 4:49

**SIGNATURES REQUIRED:**

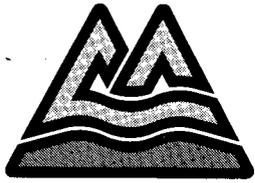
ELECTED OFFICIAL: \_\_\_\_\_

Or

DEPARTMENT MANAGER: Billi Odegaard

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
TDD (503) 248-3816

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

## MEMORANDUM

DATE: April 26, 1996

TO: Board of County Commissioners

FROM: Billi Odegaard, Director, Health Department

SUBJECT: Contract #201766 with Oregon Health Sciences University for case management and medical care for persons living with HIV/AIDS

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #201766 with Oregon Health Sciences University for the period February 27, 1996, through February 26, 1997. The contract is retroactive due to lengthy negotiations with OHSU regarding services and compensation for this year.
- II. Background/Analysis: This is the first renewal of a contract which was awarded through RFP #P952-21-0044 (April 1995) and RFP #P952-21-0072 (May 1995). The Health Department has received a federal grant through the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, which provides health care and support services to people living with HIV and AIDS. The CARE Act authorizes emergency funding for the sole purpose of fulfilling the unmet service needs of the HIV-positive affected population. OHSU will receive funding to provide the following programs for low-income, HIV-positive persons who have no other source of payment for these services:
- A. Case Management: \$270,000  
OHSU created and administers the HIV Case Management Partnership Project, a coalition of 12 governmental and private agencies which provide staff and resources to deliver comprehensive case management services. Services will include outreach, a range of client-centered services which link clients and their family members with appropriate levels of health and support services, and ongoing assessment of the clients' and their family members' needs and personal support systems. Services will be delivered by interdisciplinary teams consisting of a nurse case manager, social work case manager and community case manager. The teams will be assigned to sites throughout the Portland metropolitan area.

B. Medical Care: \$80,000

Designated the CareBridge Project, OHSU will provide non-inpatient medical care at its Kelly Avenue Clinic. Services will include medical evaluation and the full spectrum of outpatient medical care; risk reduction education; assistance in securing permanent health care coverage; and a part-time social worker who will determine patients' eligibility for public assistance programs and evaluate their psychosocial, cultural and financial needs.

III. Financial Impact: The County will reimburse OHSU a maximum of \$350,000. The agreement is funded by the Health Department's federal Ryan White CARE Act Title I grant.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: Continuing to collaborate with other government agencies in the provision of health care.

VII. Citizen Participation: Ryan White Title I funds are allocated through the local HIV Health Services Planning Council. The Council oversees prioritization of funding allocations, advises on allocation procedures, and assists in evaluating administrative procedures. The Council reflects the diversity of the population affected by HIV/AIDS, and consists of a balance of service providers, community representatives and users of services.

VIII. Other Government Participation: Multnomah County administers Ryan White Title I funds for the Portland Eligible Metropolitan Area (EMA) which consists of Clackamas, Columbia, Multnomah, Washington and Yamhill Counties in Oregon and Clark County Washington; and Ryan White Title II funds for Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington Counties. All counties participate on the various planning councils and committees, and the Health Department has contracts with the Title II counties to provide HIV case management services.

Other governmental agencies participating in the HIV Case Management Partnership Project include the Clackamas County Health Department, the U.S. Social Security Administration, the Oregon Senior and Disabled Services Division, and the Oregon Adult and Family Services Division.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal  [X]

Contract # 201766

Previously Approved Contract Boilerplate:  [X] Attached  [ ] Not Attached

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

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> [X] Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-3</u> DATE <u>5/9/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;">BOARD CLERK</p>
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Department: Health Division: \_\_\_\_\_ Date: 4/26/96

Contract Originator: Liz Fosterman Phone: x3339 Bldg/Room: 340/2

Administrative Contact: Karen Garber Phone: x6207 Bldg/Room: 160/7

**Description of Contract:**

HIV case management (Partnership Project) and medical care (CareBridge Project) for low-income, HIV-positive persons. (Ryan White Title I funding)

\*RFP #P952-21-0044 (April 1995); RFP #P952-21-0072 (May 1995)

RFP/BID #: \*See above Date of RFP/BID: \*See above Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  [ ] MBE  [ ] WBE  [ ] QRF  [X] N/A  [ ] None

Original Contract No. 202065 (FOR RENEWALS ONLY)

<p>Contractor: <u>Oregon Health Sciences University</u></p> <p>Mailing Address: <u>Kelly Avenue Clinic L608</u></p> <p style="text-align: center;"><u>3181 SW Sam Jackson Park Road</u></p> <p style="text-align: center;"><u>Portland, OR 97201</u></p> <p>Phone: <u>295-0950</u></p> <p>Employer ID# or SS#: <u>93-1176109</u></p> <p>Effective Date: <u>February 27, 1996</u></p> <p>Termination Date: <u>February 26, 1997</u></p> <p>Original Contract Amount: \$ <u>350,000</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Jae Douglas, Program Director, Partnership Project</p> <p>Jae Allen, Kelly Avenue Clinic (medical care)</p> <p>*Mark Loveless, Director, Kelly Avenue Clinic</p> <p>Remittance Address (if different) _____</p> <p style="text-align: center;"><u>*Also Medical Director for Partnership Project</u></p> <hr/> <p>Payment Schedule . Terms</p> <p><input type="checkbox"/> [ ] Lump Sum \$ _____ <input type="checkbox"/> [ ] Due on Receipt</p> <p><input checked="" type="checkbox"/> [X] Monthly \$ (invoice) _____ <input type="checkbox"/> [ ] Net 30</p> <p><input type="checkbox"/> [ ] Other \$ _____ <input type="checkbox"/> [ ] Other</p> <p><input type="checkbox"/> [ ] Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> [ ] Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> [ ] No <input type="checkbox"/> [ ]</p>
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**REQUIRED SIGNATURES:**

Department Manager: Bissi Odegaard Date: 4/30/96

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

County Counsel: Katie Gutz Date: 4/30/96

County Chair/Sheriff: Nellie Jean Date: May 9, 1996

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 DESCRIPTION	AMOUNT	INC DEC
01	156	015	0324			6060		0383	OHSU-HIV PP/Med Care	\$135,000	
02	156	015	0325			6060		0383	OHSU-HIV PP/Med Care	\$215,000	
03											

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

**INTERGOVERNMENTAL AGREEMENT  
MEDICAL AND CASE MANAGEMENT SERVICES  
FOR PEOPLE LIVING WITH HIV/AIDS**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and OREGON HEALTH SCIENCES UNIVERSITY, a public corporation, (hereinafter referred to as "OHSU"),

WITNESSETH:

WHEREAS, COUNTY's Health Department requires services which OHSU is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, OHSU is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now therefore,

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

1. TERM

This Agreement shall become effective when fully executed retroactive to February 27, 1996, and shall expire February 26, 1997, unless sooner terminated under the provisions hereof.

2. SERVICES

In accordance with COUNTY's RFP# P952-21-0044 (April 1995) and RFP #P952-21-0072 (May 1995), OHSU will receive federal Ryan White CARE Act funds to provide non-inpatient, full ambulatory medical care services (designated as CareBridge) and comprehensive case management services (designated as the HIV Case Management Partnership Project). OHSU will accomplish the following:

A. General

- 1) To be eligible for services under this Agreement, individuals must:
  - a) Have medically verifiable HIV disease.
  - b) Reside in the six-county Eligible Metropolitan Area (EMA) which consists of the following counties: Clackamas, Columbia, Multnomah, Washington and Yamhill Counties in Oregon, and Clark County, Washington.
  - c) Have no other source of payment for the services provided.
- 2) Clients served will be representative of the geographic distribution of AIDS cases within the EMA.
- 3) Funds received through this Agreement cannot be used to make direct financial payments to clients.

- 4) OHSU will meet the federal requirement to document positive HIV serostatus for each person receiving services under this Agreement.
- 5) Priority for services will be given to clients with incomes at or below 200% of the Federal Poverty Level.
- 6) OHSU will assure cultural diversity in staffing clinical and administrative positions. In particular, at least two staff members will speak Spanish fluently and be able to demonstrate expertise in providing services to Hispanic persons. A minimum of one staff member will be able to demonstrate expertise in providing services to the African-American community.
- 7) By May 1, 1996, OHSU will establish an advisory group which will meet regularly during the Agreement period to advise on the implementation and evaluation of program services. The advisory group will consist of people living with HIV disease, at least one of whom will be a current client of the agency; participating Partnership Project agency representatives; and other individuals with expertise in providing services to people living with HIV.
- 8) OHSU will establish a procedure for a client to express concerns and/or file a complaint if he or she is dissatisfied with the services provided through this Agreement.
- 9) OHSU will maintain a comprehensive outreach program to inform health care providers, social service agencies, AIDS services organizations and other community-based agencies about the availability of medical and case management services.
- 10) OHSU will assure that culturally sensitive outreach and services are provided to racial/ethnic minorities and specific linguistic communities. The number of minority clients served will be, at a minimum, proportionate to their racial/ethnic representation in the region's AIDS demographics.

**B. CareBridge Project**

OHSU will provide non-inpatient, full ambulatory care services for both symptomatic and asymptomatic HIV-infected persons.

- 1) OHSU will maintain CareBridge Project staffing as outlined in the budget which is attached to this Agreement as Exhibit A.
- 2) The medical care program will include routine medical evaluations and the full spectrum of outpatient medical care to 85-120 HIV-positive individuals (in all stages of disease) who are currently unserved. The level of service will be dependent on the stage of the disease and the level of medical complications. Within one week of their acceptance into the program, new participants will receive a comprehensive intake medical evaluation including laboratory testing.

- 3) OHSU will provide 350 hours of time for clinic visits. OHSU will deliver all outpatient medical services at its Infectious Disease Ambulatory Care Clinic site, with the exception of chest radiographs, which will be provided at OHSU's Radiology Department.
- 4) The Physician Clinical Supervisor (infection disease specialist) will supervise (in the context of a clinical training program) clinical care such as intakes and initial medical consultations given by residents and fellows in the clinic. When needed the Physician Clinical Supervisor will assume direct care of patients with active or severe illness.
- 5) The Family Nurse Practitioner will provide, through presentations and written materials, ongoing risk reduction education to all patients. The Family Nurse Practitioner will triage patients to specialists or to other team members, be responsible for laboratory follow-up, provide basic primary care, and be available for telephone consultations with the program's clients. The Family Nurse Practitioner will demonstrate a commitment to women's health.
- 6) The Social Worker will determine patient eligibility for public assistance programs, and evaluate the psychosocial, cultural, and financial needs of clients. To ensure continuity of care, the Social Worker will coordinate and refer patients to community resources for assistance. The Social Worker will also provide short-term counseling to clients and refer to other mental health providers as needed.
- 7) OHSU will draw upon its internal resources and its relationships with the drug assistance programs of pharmaceutical companies to seek avenues to provide for clients' medication needs.
- 8) OHSU will assist clients in securing permanent health care coverage.

C. HIV Case Management Partnership Project

OHSU will enhance and ensure access to treatment and support services for HIV-positive persons through a comprehensive case management system. OHSU will accomplish the following:

- 1) OHSU will assure that at least 7.5 FTE of case management and resource specialist staff dedicated to working on the Partnership Project will be provided by participating agencies. Participating agencies will include, but not be limited to: OHSU, Legacy Health Systems, Ecumenical Ministries of Oregon (EMO), the Institute for Traditional Medicine (ITM), the Clackamas County Health Department, the Multnomah County Health Department, the Social Security Administration (SSA), the State Senior and Disabled Services Division (SDSD), the State Adult and Family Services Division (AFSD), the Casey Family Program, Phoenix Rising, and Janus Youth Programs/Harry's Mother. OHSU will notify COUNTY of proposed changes in participating agencies and their impact on services prior to implementation.

- 2) OHSU will maintain Partnership Project staffing as outlined in the budget which is attached to this Agreement as Exhibit A.
- 3) OHSU will deliver comprehensive case management services through a minimum of five interdisciplinary teams, each consisting of a nurse case manager, social work case manager and community case manager.
- 4) Teams will be assigned to at least six agency sites including Legacy Health Systems, Ecumenical Ministries of Oregon, the Institute for Traditional Medicine, OHSU, the Multnomah County Health Department and the Clackamas County Health Department. Each site will be assigned to cover one or more geographic areas in the EMA. In addition to providing services at the agency sites, if a case manager finds it in the best interest of the client, he or she will schedule client visits at a provider's office or clinic, in the client's home, at OHSU's offices, or at another mutually agreed upon location. COUNTY will be notified of additions or changes in site locations and their impact on services prior to implementation.
- 5) At all sites, and at the central Partnership Project office, team members will accept referrals, interview clients, and triage clients to a case manager. Client referrals will be accepted from any source. All clients will be offered the full scope of case management services described in this Agreement. The level of case management and case management team assignments will be determined by the location of the client's primary care provider and the client's acuity (considering Karnovsky score, CDC staging of HIV infection scale, mental health assessment and social assessment).
- 6) Case managers will assess the client's physical, environmental, financial, cognitive, and functional level; identify the client's needs and problems; determine the client's services needs, if any; plan for these services; locate, develop, and coordinate access to these services; monitor the provision of these services as well as changes in the client's condition; adjust the service plan as needed; and document the process.
- 7) All client service plans will be reviewed at regular case conference sessions; the first review will take place within 30 days of initiating services.
- 8) Case managers will maintain a comprehensive understanding of the treatment, financial, and support services available to meet the needs of persons living with HIV disease.
- 9) OHSU will serve as resource and network with case managers throughout the EMA to assure that comprehensive case management services as described in this Agreement are provided to all eligible clients.

- 10) OHSU will establish a comprehensive, centralized database which can be accessed by staff in the field. The centralized database will include client demographics, care and service plans, contacts, outcomes, progress notes and other relevant service data.
- 11) OHSU will provide comprehensive case management services for a minimum of 1,100 unduplicated clients. Services will include a minimum of 22,000 case management encounters, included an average of seven face-to-face encounters per client.

3. REPORTING, MONITORING AND EVALUATION

- A. OHSU will submit to COUNTY monthly statistical and narrative reports detailing progress in meeting Agreement objectives, quarterly reports detailing client demographics, and a final summary report. Monthly and quarterly reports shall be submitted on approved Ryan White reported forms, and are due by the 15th of the month following the end of the reporting period. The final summary report must be received within thirty (30) days after the end of the Agreement period. Reports shall include but are not limited to the following information:
  - 1) Number of unduplicated clients.
  - 2) Number of new clients.
  - 3) Number and types of services provided.
  - 4) Client demographics, including but not limited to age, gender, ethnicity, county of residence and HIV/AIDS status.
  - 5) A brief narrative describing progress in implementing services, any barriers encountered and steps taken to resolve those barriers.
- B. OHSU will evaluate the impact of the interdisciplinary team model for delivery of case management services. This will include:
  - 1) Comparing caseload mixes at six-month intervals.
  - 2) Conducting periodic client surveys to assess satisfaction with services and the performance of teams.
  - 3) Providing comprehensive data for program planning purposes from the centralized database, including such elements as client demographics, client acuity levels, services received, service outcomes, and the effectiveness of case management and other services.

C. COUNTY will monitor the effectiveness of services delivered under this Agreement and will work with OHSU to resolve problems that emerge as services are delivered. Evaluation will include at least one on-site visit to discuss and review program services, the demographic characteristics of clients served, client services documentation, accessibility of services, and client and provider satisfaction with services. Based on this evaluation, COUNTY will develop an action plan in cooperation with OHSU to address any problems identified in the review. COUNTY reserves the right to require changes in the Projects' policies and procedures to assure that the case management and medical care needs of people living with HIV disease in the Portland EMA are met. COUNTY will schedule follow-up reviews as needed during the Agreement period.

4. COMPENSATION

A. COUNTY agrees to pay OHSU a maximum of \$350,000 for the performance of those services provided hereunder, which payment shall be based upon budget attached as Exhibit A and according to the following terms:

- 1) COUNTY will reimburse OHSU monthly upon receipt of a monthly line-item expenditure report detailing allowable expenses.
- 2) OHSU shall submit line-item expenditure reports by the 15th day of each month for services provided during the previous month to:  
HIV Contract Manager  
Multnomah County Health Department  
20 NE 10th Avenue, 2nd Floor  
Portland, OR 97232
- 3) COUNTY shall send payment to:  
Kelly Avenue Clinic  
Oregon Health Sciences University  
3181 SW Sam Jackson Park Road, L608  
Portland, OR 97201
- 4) Budget modifications between major categories (e.g., Personnel, Materials and Supplies, Equipment) must be approved by COUNTY. The purchase of equipment not listed in the budget (Exhibit A) must be approved by COUNTY.
- 5) At the end of the Agreement period, final disposition of equipment purchased at a cost of \$2,000 or more with Agreement funds will be at the discretion of the COUNTY.
- 6) In the event that OHSU does not demonstrate the ability to provide services at the level specified during the Agreement term, COUNTY reserves the right to reduce Agreement funding and reallocate these funds to other Ryan White approved services.

- B. Both parties agree that this Agreement is subject to the availability of federal funds.
- C. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 1996. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify OHSU as soon as it receives notification from funding source. Reduction or termination will not affect payment for accountable expenses prior to the effective date of such action.
- D. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of OHSU.

**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

OHSU is an independent contractor and is solely responsible for the conduct of its programs. OHSU, its employees and agents shall not be deemed employees or agents of COUNTY.

2. INDEMNIFICATION

- A. OHSU shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of OHSU, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.
- B. COUNTY shall defend, hold and save harmless OHSU, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

3. WORKERS' COMPENSATION INSURANCE

OHSU shall maintain workers' compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

4. TAXPAYER IDENTIFICATION NUMBER

OHSU shall furnish to COUNTY its federal employer identification number, as designated by the Internal Revenue Service.

5. SUBCONTRACTS AND ASSIGNMENT

OHSU shall neither subcontract with others for any of the work prescribed herein, nor assign any of OHSU's rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to OHSU.

6. RECORD CONFIDENTIALITY

COUNTY and OHSU agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

7. ACCESS TO RECORDS

OHSU agrees to permit authorized representatives of COUNTY, and/or the applicable federal or state government audit agency to make such review of the records of OHSU as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. OHSU shall permit authorized representatives of COUNTY Health Department to site-visit all programs covered by this Agreement. Agreement costs disallowed as the result

of such audits, review or site visits will be the sole responsibility of OHSU. If an Agreement cost is disallowed after reimbursement has occurred, OHSU will make prompt repayment of such cost.

8. ADHERENCE TO LAW

- A. OHSU 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. OHSU shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, 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, OHSU 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 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. OHSU will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

9. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to OHSU by mail. OHSU shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or OHSU, shall be reduced to writing and signed by both parties.

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by OHSU, or be cause for placing conditions on said funding and/or service, 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 this Agreement.
- B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

- C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:
  - 1) Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by OHSU to provide a service under this Agreement.
  - 2) Upon notice if OHSU fails to begin services on the date specified in this Agreement, or if OHSU fails to continue to provide service for the entire Agreement period.
  - 3) Upon notice to COUNTY of evidence that OHSU has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. Payment to OHSU will include all services provided through the day of termination and shall be in full satisfaction of all claims by OHSU against COUNTY under this Agreement.
- E. Termination under any provision of this section shall not affect any right, obligation or liability of OHSU or COUNTY which accrued prior to such termination.

12. LITIGATION

- A. OHSU shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against OHSU or any subcontractor of which OHSU may be aware which may result in litigation related in any way to this Agreement.
- B. COUNTY shall give OHSU immediate notice in writing of any action or suit filed or any claim made against COUNTY or any subcontractor of which COUNTY may be aware which may result in litigation related in any way to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. INTEGRATION

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. CERTIFICATION REGARDING LOBBYING

- A. No federal appropriated funds can be or will be paid, by or on behalf of OHSU, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Agreement, OHSU shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

16. OMB CIRCULAR A-128

If OHSU is a sub-recipient of federal funds passed through the COUNTY, OHSU shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers the day and year first above written.

OREGON HEALTH SCIENCES  
UNIVERSITY

By David C. Bunnell  
James B. Walker, Vice President  
Finance and Administration  
Date 4/29/96

93-1176109  
Federal Tax ID Number

MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Multnomah County Chair  
Date May 9, 1996

HEALTH DEPARTMENT

By Billi Odgaard  
Billi Odgaard, Director  
Date 4/30/96

By Liz Fosterman  
Liz Fosterman, Program Manager  
Date 4/30/96

REVIEWED:

Laurence B. Kressel, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens  
Katie Gaetjens, Assistant Counsel  
Date 4/30/96

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 5/9/96  
DEB BOGSTAD  
BOARD CLERK

**EXHIBIT A**

**MULTNOMAH COUNTY CONTRACT**  
**Oregon Health Sciences University**  
**Medical and Case Management Services for People Living with HIV**  
**February 27, 1996-February 26, 1997**

Description	Case Mgmt Budget	Medical Care Budget	Total Budget
<b>Total Personnel</b>	\$231,290	\$40,956	\$272,246
<b>Materials &amp; Services</b>			
Travel/Mileage/Parking	1,858	72	\$1,930
Telephone - system, line charges (8 lines), voice mail, pagers	7,695	855	\$8,550
Copier/Duplication/Publishing	2,325	432	\$2,757
Postage	540	50	\$590
Rent	13,650	3,240	\$16,890
Office Supplies/Software	4,213	0	\$4,213
Training/Staff Development	3,667	0	\$3,667
Equipment	4,762	0	\$4,762
1 laserjet printer, 1 portable computer, office furniture			
Other - Lab/X-ray		34,395	\$34,395
<b>Subtotal Materials &amp; Services</b>	38,710	39,044	77,754
<b>Subtotal Program Support</b>	270,000	80,000	350,000
<b>Direct Assistance Payments/Vouchers</b>	0	0	0
<b>Total Funds</b>	<b>\$270,000</b>	<b>\$80,000</b>	<b>\$350,000</b>
<b>FTE</b>			
Program Director	0.53		0.53
Social Work Case Manager	0.25		0.25
Community Case Manager	4.50		4.50
Administrative Assistant	0.75		0.75
Clerical Assistant	1.00		1.00
ID Physician Supervisor		0.20	0.20
Family Nurse Practitioner		0.40	0.40
Social Worker		0.40	0.40
<b>Total FTE</b>	7.03	1.00	8.03

ohsu67sm.wk4

Contract #201766





MULTNOMAH COUNTY

BOARD HEARING of May 9, 1996

CASE NAME: Conditional Use Request: CU 9-95

1. Applicant Name/Address:

Paul and Bonnie Gill  
7036 N Wall Street  
Portland, OR 97203

2. Action Requested by Applicant: Conditional Use approval for a non-farm dwelling in the Exclusive Farm Use zoning district.

3. Planning Staff Recommendation: CU 9-95: Approval, subject to conditions

4. Hearings Officer Decision: CU 9-95: Approval, subject to conditions

5. If recommendation and decision are different, why?

The Hearings Officer concurred with the staff recommendation.

6. The following issues were raised:

A) This application is subject to subsequent SEC and HDP permit approvals. B) The loss of the on-site log staging area - i.e., the primary building site - will not affect access and thus the cost of accepted farm and forestry practices on surrounding lands will not be compromised. C) The applicant's proposed "secondary" building location is not approvable, as appropriate geotechnical and other analysis has not been performed for this location. D) Prior to building permit approval, the owners shall demonstrate that the project meets the standards for fire protection as determined by Tualatin Valley Fire and Rescue District.

7. Policy implications related to this case:

None.

ACTION REQUESTED OF BOARD

- Affirm Hearings Officer
- Hearing/Rehearing
  - Scope of Review
    - On the record
    - De Novo
    - New Information allowed

RECEIVED

APR 23 1996

BEFORE THE HEARINGS OFFICER  
FOR MULTNOMAH COUNTY, OREGON

Multnomah County  
Zoning Division

Regarding an application by Paul J. and Bonnie A. )  
Gill regarding conditional use approval for a non- )  
farm related single family residence in the Exclusive )  
Farm Use (EFU and SEC-h Wildlife Habitat) zones )  
located at 11410 N.W. Skyline Boulevard in )  
unincorporated Multnomah County, Oregon. )

FINAL ORDER  
CU 9-95  
(Gill)

I. HEARING AND RECORD

A public hearing was held concerning this matter on March 20, 1996. The hearing and written record were closed on the same date.

The following exhibits were received and made part of the record by the Hearings Officer:

1. Application
2. Application Packet
3. Completeness Letter
4. Correspondence from Michael Robinson RE: Lot of Record status
5. Vicinity Ownerships
6. Lot of Record documentation
- 7a-b. Air photo of property
8. Deed to Gills
9. Contract creating parcel
10. Property agreements (spring)
11. 50' access Easement granted to Kent Gambee
12. Letter from applicant's attorney requesting rescheduling hearing and waiving 120-day provision of ORS
13. Letter from M. Robinson
14. Letter from Paul & Bonnie Gill requesting rescheduling and waiving 120-day provision of ORS
15. Revised Site Plan
16. Geotechnical Evaluation (HDP Form-1)
17. Site Plan w/Topo: Geotech "Exhibit A"
18. Revised Site Plan w/air photo
19. Staff Report

## II. FINDINGS

The Hearings Officer adopts and incorporates by reference the findings and conclusions contained within the Staff Report dated March 20, 1996 (attached), except to the extent expressly modified or supplemented below.

## III. DISCUSSION

### A. Applicability of SEC Overlay

A question was raised at the hearing concerning whether or not provisions of the SEC overlay apply to this application. The evidence indicates that Ordinance 832, which adopted the SEC Overlay and applied it to this site was enacted on September 7, 1995 and became effective 30 days thereafter on October 7, 1995. The evidence further indicates that this application was received on October 20, 1995. Therefore, since the application was received after the effective date of Ordinance 832, the SEC overlay applies to this application.

### B. Effect of Proposed Development on the Cost of Accepted Farm or Forest Practices on Surrounding Lands

The evidence indicates that the logging road which currently provides access to the primary building site is a private easement. This easement provides access to other interior parcels that are used for forest practices. Also, the evidence indicates that the proposed primary building site has historically been used as a log staging area. Based on the evidence and testimony in the record, the Hearings Officer finds that even if a residence is built on what had been a log staging area at the location of the proposed primary site, other log staging areas exist off-site, within the other interior parcels. Apparently, the staging area located on-site was used to gather and store logs harvested from this property only. Therefore, the loss of this staging area would not increase the cost of accepted forest practices on surrounding lands, because the surrounding forest lands have their own staging areas. As long as the easement is not blocked, so that log trucks and other forest related vehicles can continue to use it, the cost of accepted forest practices on surrounding lands will not be compromised by the construction of this proposed residence.

### C. Secondary Building Location

The applicant has identified a secondary building site in their proposed site plan. The Hearings Officer finds that appropriate geotechnical and other analysis has not been performed for this secondary building site and that the site is therefore not approvable based upon the evidence in the record. The conditions of approval have been amended to eliminate any reference to the secondary building site.

D. Fire Protection

The evidence indicates that the Tualatin Valley Fire and Rescue District has had an opportunity to review and comment on the proposal. The District has noted that fire fighting water supply and access to the proposed structure will be provided as required by TVFRD Ordinance 92-01. Furthermore, plans showing hydrants and access complying with Ordinance 92-01 will be required to be submitted to TVFRD for review and approval prior to construction. These requirements have been added as conditions of approval to this land use decision.

The Hearings Officer notes that as shown in the proposed site plan, the logging road easement does not contain an area where fire trucks can turn around. The Exclusive Farm Use zone does not contain development regulations for private roads as is the case in MCC .2074(D) which provides detailed regulations for private roads within the Commercial Forest Use (CFU) zone. The CFU standards for private roads require turnarounds with a radius of 48 feet or greater at the end of any access exceeding 150 feet in length. If this property were located in the CFU zone, the applicant would be required to demonstrate that it is possible to construct a turnaround with a radius of 48 feet at points where the access exceeds 150 feet in length.

However, since this property is zoned EFU, not CFU, the same turnaround regulations do not apply. Instead, access and fire protection standards contained within the EFU are more permissive. The Hearings Officer finds that it is not appropriate to add additional conditions of approval concerning the construction of specific turnarounds. Nonetheless, the Hearings Officer will direct Tualatin Valley Fire and Rescue District to pay particular attention to the needs of their fire, life and safety apparatus so that they are able to safely turn around on site.

IV. CONCLUSION

Based upon the above findings, the Hearings Officer concludes that CU 9-95 should be approved because it does or can meet the applicable approval criteria, subject to the conditions of approval set forth below.

V. DECISION

CU 9-95 is hereby approved subject to the following conditions:

1. Approval of this Conditional Use shall expire two years from the date of the Board Order unless substantial construction has taken place in accordance with MCC 11.15.7110 (C).
2. The dwelling shall be sited in the "primary" location indicated on the attached site plan and shall be located so that it does not conflict with or encroach upon the 50 foot access easement located on the property.
3. Prior to approval of any other residential-related permits, the owner shall disqualify the subject property from farm use taxation and meet all of the conditions set forth in this criterion by paying any additional taxes and penalties as determined by Multnomah County.
4. Prior to the issuance of a building permit for a dwelling, the property owner shall provide to the Division of Planning and Development a copy of the recorded restrictions acknowledging the rights of nearby properties to conduct farm and forest practices. A prepared form is available at the Planning Offices.
5. Prior to obtaining a building permit for a dwelling, the property owner shall demonstrate that the project meets the standards for fire protection as determined by the Tualatin Valley Fire and Rescue District. TVFRD should pay particular attention to a site plan which does not indicate a turnaround for fire and rescue vehicles. The County's land use approval criteria do not require a turnaround in this case. If the District's regulations require such a turnaround, appropriate geotechnical analysis should be performed prior to approving any proposed turnaround, given the extreme slopes located on-site.
6. Prior to the issuance of a building permit for a dwelling, submit a copy of the well report. At that time, persons entitled to notice will again be notified that the water service part of the approval criteria is being reviewed and there is the opportunity for, comment and appeal of this finding.
7. Prior to issuance of a building permit for a dwelling, apply for and demonstrate compliance with the Hillside Development and Erosion Control ordinance, MCC 11.15.6700-.6735. This permit must include a detailed site plan depicting the location of the proposed dwelling, septic system, existing and proposed driveway(s), access easement, and existing and proposed topography.
8. Prior to issuance of a building permit for a dwelling, apply for and demonstrate compliance with the Significant Environmental Concern ordinance, MCC 11.15.6400-.6428.

9. Any dwelling on this site shall comply with Uniform Building Code, be attached to a foundation for which a building permit has been obtained, and have a minimum floor area of 600 square feet.

It is so ordered this 22<sup>nd</sup> day of April, 1996.



Phillip E. Grillo  
Hearings Officer  
Multnomah County



DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION AND LAND USE DIVISION  
2115 S.E. MORRISON STREET  
PORTLAND, OREGON 97214 (503) 248-3043

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## STAFF REPORT

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This Staff Report consists of Conditions, Findings of Fact, and Conclusions.  
Prepared for a Public Hearing to be held on March 20, 1996.

**Case File:** CU 9-95

**Scheduled Before:** Phillip Grillo, Multnomah County Hearings Officer

**Hearing Date, Time, & Place:** March 20, 1996; at 9:00 a.m.  
2115 SE Morrison Street, Room 111  
Portland, Oregon 97214

**Proposed Action(s) and Use(s):** Applicant requests Conditional Use approval for a non-farm related single family residence.

**Location of the Proposal:** 11410 NW Skyline Boulevard

**Legal Description of Property:** Tax lot '59', Section 6, T1N, R1W;

**Site Size:** 9.29 acres

**Plan Designation:** Exclusive Farm Use; Significant Goal 5 Resource Area

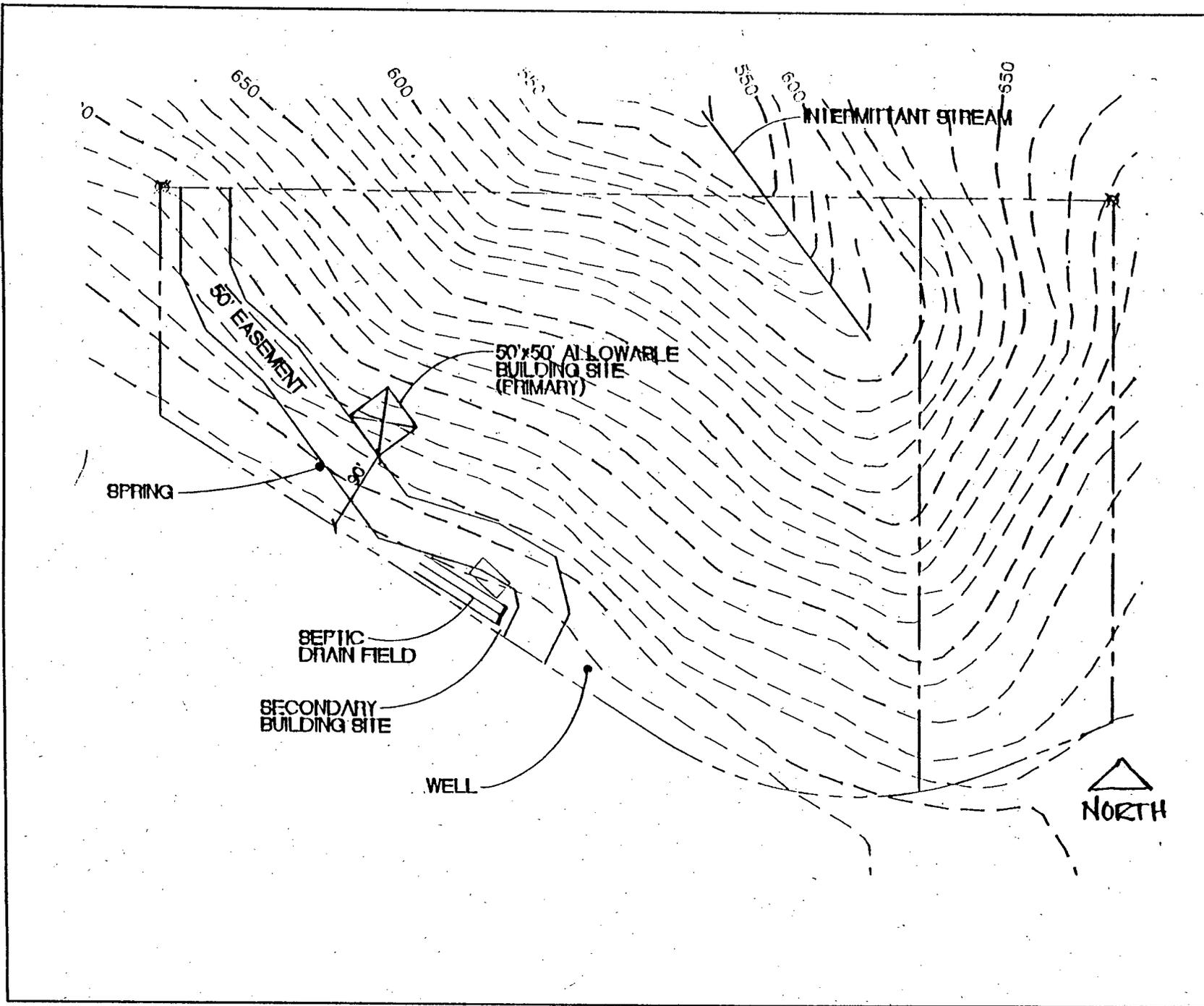
**Zoning Designation:** Exclusive Farm Use (EFU); SEC-h (wildlife habitat)

**Applicant:** Paul J. and Bonnie A. Gill  
7036 N Wall Avenue  
Portland, OR 97203

**Property Owner:** Same

**Representative:** Dave Kimmel  
Planning/Design Group  
122 SE 27th  
Portland, OR 97214

This Building is Wheel-Chair Accessible. Multnomah County TDD Line - 248-5040



Site Plan  
CU 9-95

## Staff Report Format

This staff report addresses one requested action: a request for conditional use approval for a non farm dwelling in an EFU zone. The Findings of Fact and Conclusions for the conditional use request begin immediately below. Approval of this action will be based on a demonstration that the proposal meets all applicable Multnomah County Ordinance and Comprehensive Plan approval criteria (sections IV and V below) as well as the Oregon Administrative Rule for Agricultural Lands (section III). The applicant's responses to the approval criteria follow each criterion. Staff Comments follow the applicant's response.

### Findings of Fact

*NOTE: Much of the application material relied upon as evidence for developing this Staff Report was submitted by Western International Forest Products, Inc., who were acting on behalf of property owners Paul and Bonnie Gill. On January 24, 1996 Multnomah County received a letter from the Gills requesting the County to consider them as applicant, rather than Western International Forest Products.*

#### **I. PROPOSAL:**

**Applicant's Response:** Western International Forest Products, Inc. ("Applicant") is the previous owner of the property that is the subject of this request and, on behalf of the current owners, is applying for land use approval to construct a single-family residence on the property. In 1990, Multnomah County ("County") approved a conditional use permit application that proposed the construction of a single-family residence. That permit has now lapsed. The property is located on the north side of Skyline Boulevard near Cornelius Pass in Multnomah County. It is designated Exclusive Farm Use ("EFU") in the County Comprehensive Plan and is located in an EFU zone. Surrounding land uses are as follows: West: single-family home (tax lot 2); East: vacant agricultural land (tax lot 29); North: vacant agricultural land (tax lot 30); South: single-family home (tax lot 1). The current owners intend to build a single-family residence because this parcel is not suitable for commercial farm or forestry use due to adverse soils and terrain, small lot size, and poor lot configuration. This parcel is located among several other small agricultural tax-deferred parcels and is unlikely to be joined with other parcels to create a farmable unit.

**Staff Comment:** The applicant requests Hearings Officer approval to develop the above described 9.59 acre lot with a single family dwelling. A tentative site plan has been submitted by the applicant. This site plan indicates two potential locations for development of a single family dwelling: 1) a "primary" site located on the western portion of the site on a former log landing area adjacent to a 50 foot wide access easement; and 2) a "secondary" site in close proximity to Skyline Boulevard in the southern portion of the site. As depicted on the site plan, the secondary site encroaches somewhat into the access easement, and therefore may require adjustment to the site or easement in order to be a viable location.

farm and forest ownerships. Property ownerships to the east and west are non-resource home-sites. The only commercial farm unit is located directly across Skyline Boulevard to the south. It is used for a commercial nursery operation. The nearest sensitive farming areas on the nursery property are at least 350 feet from the proposed dwelling site. The nearest commercial forest area is located on the parcel directly north of the subject property. The nearest sensitive commercial forest area is more than 480 feet away.

The activities associated with the proposed dwelling development should not significantly affect operations and uses on adjacent parcels. Activities associated with development of the residence will include lawn maintenance, outdoor recreation, and normal traffic to and from the residence. No home occupations or variances are anticipated. It is our understanding that other dwellings in the area coexist with farm and forest operations without conflict.

**Staff Comment:** Development of a dwelling on this parcel would not have a direct impact on farming or forestry practices. Most farm parcels, located to the south and west, are located a sufficient distance away from the subject parcel or are separated by Skyline Boulevard. Significant forestry has been practiced on the parcels to the north of this dwelling in the past, as evidenced by a recent clear cut. Access to the forested area was via a logging road that runs along the western edge of the parcel. An easement has been granted on this parcel for access to these northern parcels. Development of a dwelling on this site could impact future use of this access, and in turn, future forestry activities on northern parcels could possibly be impeded. However, the site plan submitted acknowledges this easement and specifies the location of the dwelling (primary site) and other on-site features accurately enough to ensure no conflicts with this easement. Therefore staff finds that a dwelling in the primary location specified on the revised site plan will not force a significant change in or significantly increase the cost of forest practices on nearby lands devoted to forest use. The applicant's secondary building site appears to conflict with the access easement, which could increase the cost of forest practices to the north. Therefore, the secondary site must be modified to eliminate conflicts with the easement to meet this criterion.

(B) THE DWELLING WILL BE SITED ON A LOT OR PARCEL THAT IS PREDOMINANTLY COMPOSED OF CLASS IV THROUGH CLASS ~~VIII~~ <sup>VIII</sup> SOILS THAT WOULD NOT, WHEN IRRIGATED, BE CLASSIFIED AS PRIME, UNIQUE, CLASS I OR CLASS 11 SOILS;

**Applicant's Response:** Ninety-five percent of this parcel is mapped as class IV through VIII soils. The subject property is located on the north side of Skyline Boulevard near Cornelius Pass. The property has an existing access near the eastern property boundary. The inherent site characteristics for the subject property such as soil classification and topography make this parcel unsuitable for agricultural use.

Three soil series are located on the subject property according to the Soil Survey for Multnomah County, Oregon. The three series are the Cascade silt loam (7C), Cascade silt loam (7D), and the Goble silt loam (17E). Only the Cascade silt loam (7C) is designated as high-value farmland soil by House Bill 3661 (1995 Session). This soil series comprises less than 4 percent of the total land area of the subject property. This can be seen by examining the northeast corner of the soils

**Applicant's Response:** The proposed dwelling will not materially alter the stability of the overall land use pattern of the area. In general, most non-farm dwellings are located on small parcels (under 10 acres) with adverse soils and terrain and within 200 feet of a County-maintained road. This proposal is consistent with the land use pattern of the area because the proposed dwelling will be located on a narrow strip of land adjacent to the Skyline Boulevard right-of-way and situated on a parcel, 95 percent of which, has slopes of at least 20 percent.

The proposed dwelling will be located near existing infrastructure, including utilities and Skyline Boulevard. By locating the residence near Skyline Boulevard, the area to the north can serve as a buffer to nearby forest lands. In conclusion, the location of the dwelling will not be detrimental to farming or forestry.

**Staff Comment:** Staff concurs with the applicant. Many of the properties along Skyline Boulevard in the vicinity of the subject property are developed with residences. A dwelling on this particular parcel would be relatively isolated from adjacent farm uses, due to topography.

(E) THE DWELLING COMPLIES WITH SUCH OTHER CONDITIONS AS THE GOVERNING BODY OR ITS DESIGNATE CONSIDERS NECESSARY.

**Applicant's Response:** The owner will comply with any conditions the County considers necessary. The owner requests that any additional conditions be attached to the decision granting the conditional use.

**Staff Comment:** Recommended Conditions of Approval are included in this document.

#### IV. ORDINANCE CONSIDERATIONS:

##### A. MCC 11.15.2012 CONDITIONAL USES

(B) THE FOLLOWING USES MAY BE PERMITTED WHEN APPROVED BY THE HEARINGS OFFICER PURSUANT TO THE PROVISIONS OF MCC .7105 TO .7140:

(3) RESIDENTIAL USE NOT IN CONJUNCTION WITH FARM USE; CONSISTING OF A SINGLE FAMILY DWELLING, INCLUDING A MOBILE OR MODULAR HOME. THE LOT SHALL BE A LOT OF RECORD UNDER MCC .2018 OR HAVE BEEN CREATED UNDER THE APPLICABLE PROVISIONS OF MCC 11.45, LAND DIVISIONS. THE HEARINGS OFFICER SHALL FIND THAT A DWELLING ON THE LOT AS PROPOSED:

(A) IS COMPATIBLE WITH FARM USES DESCRIBED IN PARAGRAPH (A) OF SUBSECTION (2) OF ORS 215.203 AND IS CONSISTENT WITH THE INTENT AND PURPOSES SET FORTH IN ORS 215.243;

**Applicant's Response:** The proposed use of this property for a non-farm dwelling is compatible with the farm uses allowed in ORS 215.213. The location of the proposed residence is out of sight and far removed from commercial farm areas.

this area, including those along roads such as Skyline and McNamee have already been developed residentially.

- (D) IS SITUATED UPON GENERALLY UNSUITABLE LAND FOR THE PRODUCTION OF FARM CROPS AND LIVESTOCK, CONSIDERING THE TERRAIN, ADVERSE SOIL OR LAND CONDITIONS, DRAINAGE AND FLOODING, VEGETATION, LOCATION AND SIZE OF THE TRACT;

**Applicant's Response:** According to the Soil Survey for Multnomah County, Oregon, 85 percent of the property is made up of class VI soils with 30 to 50 percent slopes. The remaining 15 percent is composed of lands that are relatively steep (1.4 acres at 15 to 30 percent slope) or moderately steep (.4 acres at 7 to 12 percent slope).

According to the Geologic and Slope Hazard Maps for Unincorporated Multnomah County Oregon, portions of the property are in a geologic hazard area (see Exhibit 6).

The topography of the property does not automatically preclude the prudent use of this parcel for agriculture. The odd configuration, steepness, and disjointed location of agriculturally rated soils make the reasonable use of this land for agriculture difficult.

The amount of land that is level enough for cultivated crops is no more than one acre. Even some of the area mapped 7D with 15 to 30 percent slopes is too steep for cultivated crops. Nearly 90 percent of the property is too steep and the slopes too fragile for serious consideration as livestock land. No animal unit month rating for livestock is provided by the USDA when Goble series soils occupy 85 percent of the site.

Commercial nursery stock operations located on the south side of Skyline Boulevard cannot reasonably incorporate any portion of this property into their farming operations because of the location of Skyline Boulevard. Moreover, insufficient developable land for commercial agriculture is available on this parcel.

**Staff Comment:** Staff concurs with the applicant. The parcel is composed of soils which are Class VI with 30 to 50 percent slopes.

- (E) COMPLIES WITH SUBPARTS (1), (2) AND (3) OF MCC .2010(A) IF CONSTRUCTED OFF-SITE;

**Applicant's Response:** This criterion is not applicable.

**Staff Comment:** Staff concurs with the applicant. The type of dwelling has not been specified. However, as a Condition of Approval, any future dwelling will be required to demonstrate compliance with these provisions prior to building permit approval.

- (F) COMPLIES WITH SUCH OTHER CONDITIONS AS THE HEARINGS OFFICER CONSIDERS NECESSARY TO SATISFY THE PURPOSES OF MCC .2002;

**Applicant's Response:** The applicant is willing to comply with any conditions that the

**Applicant's Response:** The Applicant has contacted the Multnomah County Assessor's Office regarding the current tax status. The subject property is currently assessed at a deferred taxation rate for timber. Upon approval of the Conditional Use Permit, the owner will disqualify the subject property from farm use taxation and meet all of the conditions set forth in this criterion.

**Staff Comment:** The applicant has not provided evidence of compliance with this criterion. Therefore, as a Condition of Approval, prior to approval of any other residential-related permits, the owner shall disqualify the subject property from farm use taxation and meet all of the conditions set forth in this criterion by paying any additional taxes and penalties as determined by Multnomah County.

## **B. MCC 11.15.2018 LOT OF RECORD**

(A) FOR THE PURPOSES OF THIS DISTRICT, A LOT OF RECORD IS:

(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 .2016; AND
- (D) WHICH IS NOT CONTIGUOUS TO ANOTHER SUBSTANDARD PARCEL OR PARCELS UNDER THE SAME OWNERSHIP, OR

**Applicant's Response:** Tax lot 59 was part of a larger tract containing 22.54 acres. Skyline Boulevard bisects the property. Tax lot 59 was previously zoned Multiple Use Agriculture (MUA-20). Section 3.134.2, "Lot of Record," of the MUA-20 district ordinance provided as follows: "Separate lots of record shall be deemed created when a street or zoning district boundary intersects a parcel of land."

Because NW Skyline Boulevard bisects the larger parcel, two lots of record were created pursuant to the MUA-20 district: Tax Lot 59 and Tax Lot 1. Therefore, when Nellie May Brooks conveyed Tax Lot 59 to Michael Kruger and Gayle Brooks Kruger in 1979, she conveyed a lot which satisfied all applicable laws when the parcel was created pursuant to the then effective MCC 3.142.2(c).

**Staff Comment:** Staff concurs with the applicant. The lot was created in 1979 when it was conveyed by contract. The lot was, at the time, zoned MUA-20 which recognized separate lots of record for land bisected by a street or zoning district boundary (Exhibit 4).

and existing roadways. However, significant forestry has been practiced on parcels to the north of the subject property. Access to northern forest parcels is currently provided via an access easement through the subject property. Location of a dwelling on the parcel could create conflicts with forestry in the area if access to these parcel is impaired. A dwelling located at the primary site will not conflict with nearby farm or forest uses because there are no conflicts with this access easement. Conflicts with this easement exist with the secondary site and must be resolved before a dwelling could be sited at this location.

- (4) WILL NOT REQUIRE PUBLIC SERVICES OTHER THAN THOSE EXISTING OR PROGRAMMED FOR THE AREA;

**Applicant's Response:** The proposed residence will not require public services other than those existing or planned for the area. Please refer to attached service provider forms (see Exhibit 8).

**Staff Comment:** Staff concurs with the applicant. No additional public services will be required to serve the proposed development.

- (5) WILL BE LOCATED OUTSIDE A BIG GAME WINTER HABITAT AREA AS DEFINED BY THE OREGON DEPARTMENT OF FISH AND WILDLIFE OR THAT AGENCY HAS CERTIFIED THAT THE IMPACTS WILL BE ACCEPTABLE;

**Applicant's Response:** The residence will not be located in big game wintering habitat (see Exhibit 9).

**Staff Comment:** The parcel is located outside a big game winter habitat area (case file Exhibit 2 (9))

- (6) WILL NOT CREATE HAZARDOUS CONDITIONS; AND

**Applicant's Response:** The placement of the Applicant's proposed residence will minimize any hazardous conditions that may arise if the residence were sited on the property's steep slopes. The residence will not create any hazardous conditions for adjacent property owners, and all structures erected on the property will meet all UBC requirements.

**Staff Comment:** Most of the subject site is subject to severe slopes. The entire parcels is identified as a hazard area on the Multnomah County Slope Hazard Map. The applicant has submitted Multnomah County's *HDP Form-1* prepared by a professional engineering geologist, Kevin Foster of Foster Geotechnical. In this form, Foster Geotechnical indicates that development of the property with a dwelling on the "primary" site will not create potential land stability problems for the subject property and adjacent suites, provided additional geotechnical work, including a soils report, are performed on site prior to development. The HDP Form-1 does not specifically address the secondary building site. Foster Geotechnical recommends that further studies address foundation embedments, site drainage, grading and building setbacks. The consultant also notes that there is a remote possibility that subsurface disposal of sewage effluent could cause stability problems. Therefore, as a Condition of Approval, a geotechnical evaluation shall

easement on this parcel. However, the revised site plan detailing the location of the house with respect to the easement has been submitted. Due to the proposed "primary" location of the dwelling with respect to the easement, staff finds that the costs of forestry practices will not increase due to conflicts with the easement.

(B) FOR THE PURPOSES OF THIS SUBSECTION SURROUNDING LANDS DEVOTED TO FARM OR FOREST USE SHALL NOT INCLUDE:

- (1) PARCELS WITH A SINGLE FAMILY RESIDENCE APPROVED UNDER MCC .2012(B)(3);
- (2) EXCEPTION AREAS; OR
- (3) LANDS WITHIN THE URBAN GROWTH BOUNDARY.

(C) ANY CONDITIONS PLACED ON A CONDITIONAL USE APPROVED UNDER THIS SUBSECTION SHALL BE CLEAR AND OBJECTIVE.

## V. COMPREHENSIVE PLAN POLICIES

(1) **POLICY NO. 9, AGRICULTURAL LAND.** THE COUNTY'S POLICY IS TO DESIGNATE AND MAINTAIN AS EXCLUSIVE AGRICULTURAL, LAND AREAS WHICH ARE:

- A. PREDOMINANTLY AGRICULTURAL SOIL CAPABILITY I, II, III, AND IV, AS DEFINED BY U.S. SOIL CONSERVATION SERVICE;
- B. OF PARCEL SIZES SUITABLE FOR COMMERCIAL AGRICULTURE;
- C. IN PREDOMINANTLY COMMERCIAL AGRICULTURE USE; AND
- D. NOT IMPACTED BY URBAN SERVICE; OR
- E. OTHER AREAS, PREDOMINANTLY SURROUNDED BY COMMERCIAL AGRICULTURE LANDS, WHICH ARE NECESSARY TO PERMIT FARM PRACTICES TO BE UNDERTAKEN ON THESE ADJACENT LANDS.

THE COUNTY'S POLICY IS TO RESTRICT THE USE OF THESE LANDS TO EXCLUSIVE AGRICULTURE AND OTHER USES, CONSISTENT WITH STATE LAW, RECOGNIZING THAT THE INTENT IS TO PRESERVE THE BEST AGRICULTURAL LANDS FROM INAPPROPRIATE AND INCOMPATIBLE DEVELOPMENT.

**Applicant's Response:** The intention of this policy is to maintain parcels of land that are predominantly agricultural soil capability class I through IV. As indicated previously, 85 percent of this site is mapped as class VI and over 95 percent has slopes in excess of 20 percent.

AREAS WITH DEVELOPMENT LIMITATIONS EXCEPT UPON A SHOWING THAT DESIGN AND CONSTRUCTION TECHNIQUES CAN MITIGATE ANY PUBLIC HARM OR ASSOCIATED PUBLIC COST, AND MITIGATE ANY ADVERSE EFFECTS TO SURROUNDING PERSONS OR PROPERTIES. DEVELOPMENT LIMITATIONS AREAS ARE THOSE WHICH HAVE ANY OF THE FOLLOWING CHARACTERISTICS:

- A. SLOPES EXCEEDING 20%;
- B. SEVERE SOIL EROSION POTENTIAL;
- C. LAND WITHIN THE 100 YEAR FLOOD PLAIN;
- D. A HIGH SEASONAL WATER TABLE WITHIN 0-24 INCHES OF THE SURFACE FOR 3 OR MORE WEEKS OF THE YEAR;
- E. A FRAGIPAN LESS THAN 30 INCHES FROM THE SURFACE;
- F. LAND SUBJECT TO SLUMPING, EARTH SLIDES OR MOVEMENT.

**Applicant's Response:** This policy calls for development to be directed away from or mitigated on land with development limitations. This parcel is not within a 100 year floodplain.

The parcel is composed of three soil types: Cascade Silt Loam (symbol 7C), 8 to 15 percent slopes; Cascade Silt Loam (symbol 7D), 15 to 30 percent slopes; and Goble Silt Loam (symbol 17E), 30 to 60 percent slopes. (See Exhibit 2, Soil Survey Multnomah County, Oregon, Soil Conservation Service, USDA, 1983). Cascade Silt Loam 7C has a low shrink-swell potential. (*Id.* at 215). Soil erosion potential is moderate. (*Id.* at 24.) Cascade Silt Loam 7D also has a low shrink-swell potential (*id.* at 215), but high soil erosion potential (*id.* at 25). Goble Silt Loam 17E has a low shrink-swell potential (*id.* at 216), and a high soil erosion potential.

The residence site is located on a moderately sloped area near Skyline Boulevard and away from significantly sloped areas to the north. The residence site is also located away from the identified geologically hazardous area in the center of the property. The Applicant will be submitting the County's HDP-1 form as part of the Application.

The property is not subject to other limitations described in Policy 14. Therefore, although the property generally contains identified geologic hazard areas, the building site itself contains 10 percent slopes and stable soils and is not subject to development limitations.

**Staff Comment:** The site is typified by steep slopes in all but a few areas. The entire parcels is identified as a hazard area on the Multnomah County Slope Hazard Map. As noted earlier, Foster geotechnical performed a site evaluation and submitted an *HDP Form-1* indicating that the proposed development would not create potential slope stability problems provided that a thorough soils evaluation that addresses foundation embedments, site drainage, grading and other issues, be conducted prior to site development. As a Condition of Approval, a geotechnical evaluation shall be required along with a Hillside Development Permit (MCC 11.15.6700-.6735) prior to obtaining building permits.

(4) POLICY NO. 16, NATURAL RESOURCES. THE COUNTY'S POLICY IS TO PRO-

## WATER AND DISPOSAL SYSTEM

- A. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC SEWER AND WATER SYSTEM, BOTH OF WHICH HAVE ADEQUATE CAPACITY; OR
- B. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM ON THE SITE; OR
- C. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM; OR
- D. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND A PUBLIC SEWER WITH ADEQUATE CAPACITY.

### DRAINAGE

- E. THERE IS ADEQUATE CAPACITY IN THE STORM WATER SYSTEM TO HANDLE THE RUN-OFF; OR
- F. THE WATER RUN-OFF CAN BE HANDLED ON THE SITE OR ADEQUATE PROVISIONS CAN BE MADE; AND
- G. THE RUN-OFF FROM THE SITE WILL NOT ADVERSELY AFFECT THE WATER QUALITY IN ADJACENT STREAMS, PONDS, LAKES OR ALTER THE DRAINAGE ON ADJOINING LANDS.

## ENERGY AND COMMUNICATIONS

- H. THERE IS AN ADEQUATE ENERGY SUPPLY TO HANDLE THE NEEDS OF THE PROPOSAL AND THE DEVELOPMENT LEVEL PROJECTED BY THE PLAN; AND
- I. COMMUNICATIONS FACILITIES ARE AVAILABLE.

**Applicant's Response:** Water: The applicant will establish a private well to provide water to this site. Based on the production of adjacent property wells, the Applicant expects to drill a 150-foot well, obtain a 40-foot static water level, and have a flow rate of 15 gallons per minute. Disposal System: The site can accommodate an adequate subsurface sewage disposal system. Drainage: Drainage can be retained on the site. Energy and Communications: Adequate telephone and electric utilities serve the site.

**Staff Comment:** Water and Disposal: The property is not served by a public water supply system and no evidence has been submitted indicating that an on-site water supply is available. As a Condition of Approval proof of an adequate on-site water supply will be required prior to building permit approval. A Land feasibility Study (LFS 6-91) determined this parcel was suit-

water supply and access to the structure shall be provided as required by TVFRD Ordinance 92-01. Plans showing hydrants and access complying with Ordinance 92-01 shall be submitted to the TVFRD office for review and approval prior to construction. As a Condition of Approval, evidence of this approval will be required by Multnomah County prior to issuance of a building permit.

### Conclusions

1. A single family dwelling should not be located in the "secondary" site as indicated on the revised site plan (Exhibit 15) unless conflicts with the access easement indicated on the site plan can be resolved.
2. The proposal for a single family dwelling located in the "primary" site as indicated on the revised site plan (Exhibit 15) is not capable of meeting all the approval criteria applicable to this proposal.
3. By applying Conditions of Approval, the a single family dwelling located in the "primary" site as indicated on the revised site plan (Exhibit 15) can satisfy all applicable approval criteria.

\* \* \*

This Staff Report and recommendation was available on March 13, 1996 seven days before the March 20, 1996 public hearing scheduled before a County Hearings Officer. The Hearings Officer may announce a decision on the item (1) at the close of the hearing; (2) upon continuance to a date and time certain; or (3) after the close of the record following the hearing.

A written decision is usually mailed to all parties and filed with the Clerk of the Board within ten days of the decision by the Hearings Officer.

### **Appeal to the Board of County Commissioners**

The Hearings Officer Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing, or by those who submit written testimony into the record. An appeal must be filed with the County Planning Division within ten days after the Hearings Office decision is submitted to the Clerk of the Board. An appeal requires a completed "Notice of Review" form and a fee of \$500.00 plus a \$3.50 – per-minute charge for a transcript of the initial hearing(s). [ref. MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)] Instructions and forms are available at the County Planning and Development Office at 2115 SE Morrison Street (in Portland) or you may call 248-3043.

Failure to raise an issue by the close of the record at or following the final hearing, (in person or by letter), precludes appeal to the Land Use Board of Appeals (LUBA) on that issue. Failure to provide specificity on an issue sufficient for the Board to respond, precludes appeal to LUBA on that issue.

## CU 9-95 List of Case File Exhibits

No.	Exhibit Description	Pages
1	Application	2
2	Application Packet	19+
3	Completeness Letter	1
4	Correspondence from Michael Robinson RE: Lot of Record status	14
5	Vicinity Ownerships	1
6	Lot of Record documentation	2
7a-b	Air photo of property	2
8	Deed to Gills	1
9	Contract creating parcel	5
10	Property agreements (spring)	6
11	50' access Easement granted to Kent Gambee	5
12	Letter from applicant's attorney requesting rescheduling hearing and waiving 120-day provision of ORS	1
13	Letter from M. Robinson	2
14	Letter from Paul & bonnie Gill requesting rescheduling and waiving 120-day provision of ORS	1
15	Revised Site Plan	1
16	Geotechnical Evaluation (HDP Form-1)	2
17	Site Plan w/Topo: Geotech "Exhibit A"	1
18	Revised Site Plan w/ air photo	1
19	Memo from Mike Ebeling, Environmental Soils Specialist	1

# MEMORANDUM

TO: Barry Manning, Planner  
Multnomah County Planning & Development

FROM: Michael G. Ebeling  
City of Portland, Environmental Soils

DATE: March 12, 1996

RE: 11410 NW Skyline Blvd., LFS: 6-96

I conducted a site evaluation at the above property which was very limited. Prior to approval, I required that a site plan be submitted, as well as, the disposal area for primary and replacement disposal field be staked out. Based on my field visit I approved this property. This property has since been modified, first the large barn on the property was demolished and then the site logged. If this work modifies the proposed disposal area, it would void this approval.

In my meeting with Mr. Larry Ritchey, a consultant who represented this property, he indicated to me that the new owners were looking for a new site located in the northwest portion of the property below the new access road. I gave Mr. Ritchey a new land feasibility study application.

Since your office will need to sign off on this application prior to our evaluation, you will have a chance to indicate what conditions are needed for approval.

Sincerely,



Michael G. Ebeling, RS  
Senior Environmental Soils Inspector

MGE:dmk

11410nws.mge

EXHIBIT

19

Meeting Date: MAY 09 1996  
Agenda No: R-2  
Estimated Start time: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: RESULTS Team Presentation

BOARD BRIEFING Date Requested: May 9, 1996

Requested by: \_\_\_\_\_

Amount of Time Needed: 10 minutes

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

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

DEPARTMENT: Support Services DIVISION: Employee Services

CONTACT: Shery Stump, Training Manager TELEPHONE #: 248-5015, Ext. 2203

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Marilee Dea, Dr. Yuen Chan, Co-chairs of Immunization Team, and Peggy Hillman, Manager of Immunizations

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUGGESTED AGENDA TITLE:

The Multnomah County Health clinic increased their up-to-date immunizations from 50% to 90% in one year, meeting the state benchmark.

SIGNATURES REQUIRED:

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

OR

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

BOARD OF  
COUNTY COMMISSIONERS  
96 MAY -2 AM 11:07  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

# Multnomah County Health Department Immunization Steering Committee

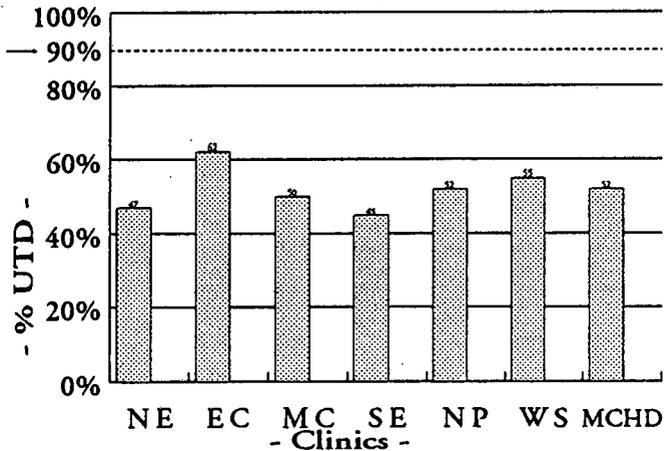
## TEAM MEMBERS

Ellen Bartholomew RD - McCoy  
 Yuen Chan MD - NEHC  
 Marilee Dea PNP - ECC  
 Connie Guist CHN - Field  
 Peggy Hillman HEd - McCoy  
 Karen Hoque CHN - WSC  
 Hiedi Lang MA - MID  
 Lee McNamer LPN - SE  
 Steve Parker LPN - MID  
 Jan Poujade CHN - CD  
 Bonnie Heaton OA - NP

## PROBLEM STATEMENT

Immunization rate for two-year-olds in Multnomah County Health Clinics falls short of the State's bench mark ( $\geq 90\%$ ).

UTD Immunization Rates for Multnomah County Clinics During 1994.



## GOAL

To increase the immunization rate of two-year-olds receiving well child care at MCHD to  $\geq 90\%$ .

## BARRIERS TO ACHIEVING GOAL

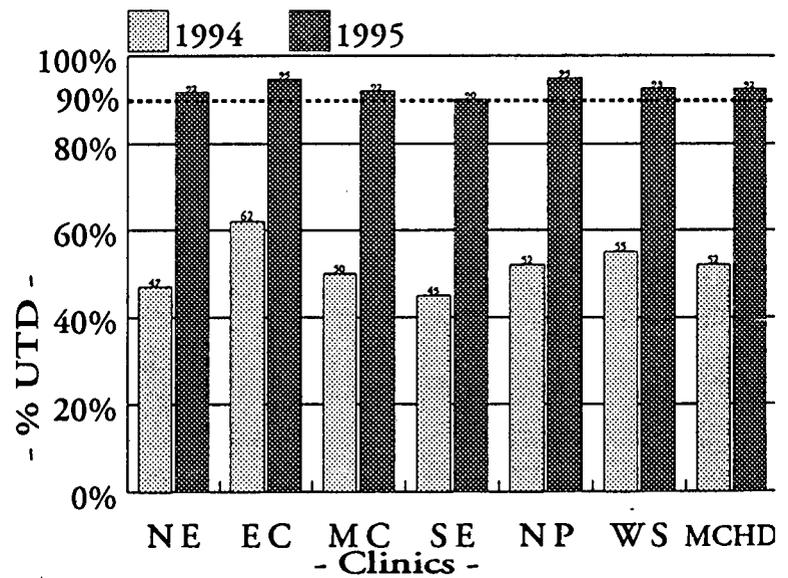
- Inaccurate documentation of immunizations.
- Lack of parental knowledge.
- Missed opportunities to immunize.
- Insufficient staff "buy in".
- Lack of reinforcements/rewards.

## ACTION PLAN

- Choose one data source (ITARS) for tracking.
- Continuous updating of computer immunization dates.
- Periodic compliance reports to individual clinics.
- Contact families not up-to-date by mail.
- Inservice to providers and nursing staff.
- Individual on site CQI immunization focus teams.
- Encourage competition between clinics with rewards.

## RESULTS

Multnomah County Immunization Rate Reaches  $\geq 90\%$  For All Clinics in 1995.



UTD immunization rates for all children between 24 and 35 months, who have 1) been seen in our primary care clinics within the last year, and 2) had at least one well child visit.

## FUTURE ACTIONS

- Drop well child visit criteria.
- Monitor all two-year-olds enrolled in Multnomah County Clinics.
- Continue annual clinic competition for highest immunization rate.



**PLEASE PRINT LEGIBLY!**

MEETING DATE May 9

NAME Ellen Lowe

ADDRESS 0245 SW Bancroft

STREET

Portland 97301

CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-3

SUPPORT  OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: MAY 09 1996

AGENDA #: R-3

ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution supporting the Oregon Minimum Wage and Economic Independence Act

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

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

AMOUNT OF TIME NEEDED: 15 Minutes

REGULAR MEETING: DATE REQUESTED: May 9, 1996

AMOUNT OF TIME NEEDED: 15 Minutes

DEPARTMENT: Nondepartmental DIVISION: Commissioner Saltzman's Office

CONTACT: Cameron Vaughan-Tyler TELEPHONE #: 248-5137  
BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Resolution supporting the Oregon Minimum Wage and Economic Independence Act-Ballot Measure 65.

5/9/96 Fax copy to Amy Klair - AFL-CIO/Salem Office  
5/9/96 copies to Cameron Vaughan-Tyler

SIGNATURES REQUIRED:

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 APR 24 AM 10:16

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER DAN SALTZMAN

TODAY'S DATE: MAY 1, 1996

REQUESTED PLACEMENT DATE: MAY 9, 1996

RE: In the Matter of Supporting and Endorsing the Oregon Minimum Wage and Economic Independence Act

I. Recommendation/Action Requested:

Support for and Endorsement of Resolution

II. Background/Analysis

ORS 653.015 states the policy of the State of Oregon is to establish the minimum wage standards for workers at levels consistent with their health, efficiency and general well-being. It is evident the current minimum wage for the citizens of Multnomah County falls far short of this worthwhile goal stated in Oregon statute.

This minimum wage has not been increased in Oregon since 1991. The wage increase on Ballot Measure 65 would increase the current minimum wage from \$4.75 an hour to \$5.50 per hour in 1997, \$6.00 per hour in 1998 and \$6.50 per hour in 1999. Thus allowing more Oregonians the opportunity to raise their families in dignity.

III. Financial Impact

None

IV. Legal Issues

ORS.653.015 states "the policy of the State of Oregon is to establish minimum wage standards for workers at levels consistent with their health, efficiency and general well-being". Current standards no longer accomplish this goal. As a result, many minimum wage workers must have public assistance in order to survive.

V. Controversial Issues

1.) **Won't increasing the minimum wage cause employers to cut positions?**  
States that have raised their minimum wage have not experienced significant job losses.

**2.) Will raising the minimum wage cause inflation?**

States that have recently raised the minimum wage have not seen a significant rise in inflation.

**VI. Link to Current County Policies:**

None

**VII. Citizen Participation:**

The Minimum Wage Coalition is made up of a broad range of community-based organizations, environmentalists, unions, civil rights, and social justice groups. It is probable that there will be a small degree of citizen testimony at the board meeting

**VIII. Other Government Participation:**

At the time of this report, several City Councils throughout Oregon are supporting or are in the processing of supporting this effort.



# MULTNOMAH COUNTY OREGON

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

### BOARD OF COUNTY COMMISSIONERS

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

## FAX COVER SHEET

TO: Amy KLAIRE  
AFLCIO REGION

FROM: Dee Boast  
Office of the Board Clerk

PHONE: 224-3169

PHONE: (503) 248-3277

FAX: (503) 585-1668

FAX: (503) 248-5262

Best Wishes ☺☺

Sending a total of 2 pages, including cover sheet.

DATE: May 9, 1996

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Supporting ) RESOLUTION  
and Endorsing the Oregon Minimum ) 96-83  
Wage and Economic Independence Act )

WHEREAS ORS 653.015 states the policy of the State of Oregon is to establish the minimum wage standards for workers at levels consistent with their health, efficiency and general well-being. It is evident the current minimum wage for the citizens of Multnomah County falls far short of this worthwhile goal stated in Oregon statute, and

WHEREAS, working people and families cannot live on the current minimum wage of \$4.75 per hour, the purchasing power of which has fallen by 70 cents per hour since its last increase in 1991,

WHEREAS, Multnomah County has a long history of support for its citizens, Multnomah County is no longer able to meet these standards of support with the current minimum wage,

NOW, THEREFORE BE IT RESOLVED, that, the Multnomah County Board of Commissioners supports and endorses ballot measure 65- The Oregon Minimum Wage and Economic Independence Act, which over the next three years will raise the current minimum wage of \$4.75 per hour to \$6.50. Thus providing the citizens of Multnomah County the means with which to be able to provide for and meet the needs of their families.

ADOPTED this 9th day of May, 1996



Reviewed:

Laurence Kressel, County Counsel  
For Multnomah County, Oregon

by

Sandra Duffy  
Sandra Duffy, Deputy County Counsel  
For Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON

by

Beverly Stein  
Beverly Stein, Chair  
Multnomah County, Oregon

#1

**PLEASE PRINT LEGIBLY!**

MEETING DATE 5/9/86

NAME Marge Jozsa  
ADDRESS Neighborhood Health Clinics, Inc  
STREET 4945 NE 7th  
CITY 97211 ZIP R-4

I WISH TO SPEAK ON AGENDA ITEM NO. CDB 67  
SUPPORT \_\_\_\_\_ OPPOSE \_\_\_\_\_  
SUBMIT TO BOARD CLERK \_\_\_\_\_

#2

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

5/9/96

**NAME**

BRENDA JOSE

**ADDRESS**

5530 E. BURNSIDE

**STREET**

PORTLAND, OR 97215

**CITY**

**ZIP**

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

R-4

**SUPPORT**

X

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#3

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 5-9-96

**NAME**

KAREN MARKINS

**ADDRESS**

MULTNO.CO. DEVELOPMENTAL  
STREET DISABILITIES PROGRAM

421 SW 6<sup>th</sup>, SUITE 400, PORTLAND

**CITY**

**ZIP**

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

R-4

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#4

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 5.9.96

**NAME**

Robert Tucker

**ADDRESS**

135 S.W. Ash St.

**STREET**

Portland

97204

**CITY**

**ZIP**

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

R-4

**SUPPORT**

X

**OPPOSE**

**SUBMIT TO BOARD CLERK**



#6  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 5/9/96

**NAME**

NEAL BEROZ

**ADDRESS**

5415 SE Milwaukie Ave #3

**STREET**

Portland OR 97202

**CITY**

**ZIP**

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

R-4

**SUPPORT**

X

**OPPOSE**

**SUBMIT TO BOARD CLERK**

#7

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 5/9/96

**NAME**

Cynthia Ingebretson <sup>(INGA BRET SON)</sup>

**ADDRESS**

Fair Housing Council of OR

**STREET**

520 SW Sixth Ave Ste 1050

**CITY** Portland

**ZIP** 97204 R-4

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

**SUPPORT** ✓

**OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK** \_\_\_\_\_

# 8

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** May 9, '96

**NAME**

Eli Spevok

**ADDRESS**

4737 SE 28<sup>th</sup> Ave

**STREET**

Portland, OR

97202

**CITY**

**ZIP**

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

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

MEETING DATE: MAY 9 1996

AGENDA #: R-4

ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Resolution and Public Hearing in the matter of 1996-97 Annual Action Plan for the Community Development Block Grant Program and the HOME Investment Partnership Program

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING: DATE REQUESTED: May 9, 1996

AMOUNT OF TIME NEEDED: 30 minutes

DEPARTMENT: Community & Family Serv DIVISION: Community Development

CONTACT: Rey Espana TELEPHONE #: 2701/3631  
Karen Jones Whittle BLDG/ROOM #: 166/5

PERSON(S) MAKING PRESENTATION: Rey Espana

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

The 1996-97 Annual Action Plan is a required component of the planning and application process for the receipt of U.S. Department of Housing and Urban Development funds. Multnomah County's Action Plan will be included in the updated Consolidated Plan to be submitted by the city of Portland. With approval by Dept. of HUD, Multnomah County will receive approximately \$730,000 of Community Development Block Grant funds and approximately \$200,000 of HOME Investment Partnership funds.

SIGNATURES REQUIRED:

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

(OR)

DEPARTMENT

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

*5/13/96 copies to KAREN JONES WHITTLE*

*[Signature]*

BOARD OF COUNTY COMMISSIONERS  
96 APR 30 AM 9:20  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Agenda Placement Form  
Page 2  
Annual Action Plan

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

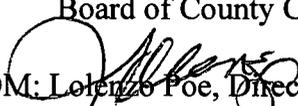


# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY & FAMILY SERVICES  
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-3999  
421 SW SIXTH AVENUE, SUITE 500  
PORTLAND, OREGON 97204-1620  
FAX # (503) 248-3332

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

TO: Board of County Commissioners

FROM:  Lorenzo Poe, Director  
Community and Family Services

DATE: April 29, 1996

RE: Resolution and Public Hearing

I. Recommendation/Action Requested:

The Board of County Commissioners are asked to receive testimony and approve the 1996-97 Annual Action Plan for funding from the Community Development Block Grant Program and the HOME Investment Partnership Program.

II. Background/Analysis:

Multnomah County is entitled to receive U.S. Department of Housing and Urban Development (HUD) funds through the Community Development Block Grant Program in the amount of approximately \$730,000 for program year 1996-97. Additional HUD funding is available to the County through the City of Portland and from the HOME Investment Partnership Program in the amount of approximately \$200,000.

The Board is being asked to receive testimony on the County's 1996-97 Annual Action Plan and approve it in its final form before submission to HUD. The Plan identifies specific eligible projects including expected outcomes, location and budget.

III. Financial Impact:

Multnomah County will receive approximately \$930,000 in new HUD funding beginning July 1, 1996.

IV. Legal Issues:

No legal issues are apparent.

V. Controversial Issues:

The Community Development Program's Policy Advisory Board approved all staff reviewed and recommended projects. However, two project sponsors have sent letters of appeal to the Policy Advisory Board. One, from Marge Jozsa of the Neighbor a Vecino (Dental Clinic), requested full funding totaling \$10,000 instead of the recommended \$7,500 award. The second appeal is from Jim Peterson of Mainstream Youth Program, a project not originally recommended for funding. Mr. Peterson asks for a reconsideration of funding by decision makers.

VI. Line to Current County Policies:

NA

VII. Citizen Participation:

Federal regulations require citizen participation at several key points during the application process. The May 9 meeting is the final step in this process.

VIII. Other Government Participation:

Several of the projects recommended for funding are joint partnerships with the cities of Portland and Gresham as in past years.

## NOTICE OF PUBLIC HEARING

### MULTNOMAH COUNTY COMMUNITY DEVELOPMENT PROGRAM - 1996-97

Multnomah County Community Development Program will hold a final public hearing on Thursday, May 9, 1996 at 9:30 am to receive testimony on the program's 1996-97 Annual Action Plan as follows:

Multnomah County Courthouse  
1021 SW Fourth Avenue, Room 602  
Portland, Oregon

Testimony will be received for the following projects by category.

#### Neighborhood Revitalization

City Park Expansion Development, Phase II - City of Wood Village - \$68,595

Willow Tree II Community Building - Housing Authority of Portland - \$23,376

205th Avenue Storm Drainage, Phase II - City of Fairview - \$60,079

NW Distribution Main Replacement, Phase I - Burlington Water District - \$73,710

#### Public Services

Transitional Housing Program - Human Solutions, Inc. - \$48,203

Housing Assistance Project - Multnomah County Legal Aid Service - \$10,222

Fair Housing Assistance - Multnomah County Legal Aid Service - \$10,281

Home Share Matching Service - Shared Housing - \$5,294

Neighbor a Vecino (Dental Clinic) - Neighborhood Health Clinics, Inc. - \$7,500

Adapt-a-Home Independent Living Services - Unlimited Choices, Inc. - \$7,500

Fair Housing Enforcement Program - Fair Housing Council of Oregon - \$2,500

Housing Development (CDBG funded)

Youth Facility - Albertina Kerr Centers - \$100,000

Adapt-a-Home - Unlimited Choices, Inc. - \$60,000

Lents Senior Housing Project - ROSE North West - \$57,600

Emergency Repair Loan Program - Portland Development Commission - \$44,000

Housing and Community Development Improvement Support - Multnomah Co. - \$70,000

Housing Development (HOME funded)

Operations Support - Human Solutions, Inc. - \$11,218

Farm Worker Housing - Housing Authority of Portland - \$101,979

Ankeny Woods - Human Solutions, Inc. - \$75,000

HOME Support Delivery Costs - Multnomah County - \$11,548

*Administration - \$146,000*

*Contingency Fund - \$36,500*

MAY 01 1996



# REACH COMMUNITY DEVELOPMENT, INC.

1135 S.E. Salmon Street • Portland, Oregon 97214 • (503) 231-0682/Fax: (503) 236-3429

April 30, 1996

Multnomah County Board of Commissioners  
c/o Cecile Pitts  
Community Development Program  
421 SW Sixth Avenue  
Portland, OR 97204

Dear Board of Commissioners:

This letter is in response to the recent decision by the Policy Advisory Board not to fund REACH's Powell Boulevard Apartments with 1996-97 CDBG/HOME funds. On behalf of REACH and Network Behavioral HealthCare, I am writing to ask that the project be kept in mind for future funding.

The proposal is to build a 20-unit apartment building for very low income persons who have mental illness and are also recovering from drug and alcohol addictions. Services will be provided on-site by a resident manager and other staff. The building will be leased and managed by Network Behavioral HealthCare, who own or operate several other such buildings in Multnomah County. The site is owned by REACH; it was awarded through Multnomah County's Affordable Housing Development Program for this type of housing.

The project is innovative in that it combines treatment for mental illness with treatment for drug and alcohol addictions. The building will also take advantage of Oregon's Landlord Tenant Law and will be drug and alcohol free; violators can be more easily evicted from such a building than from conventional apartments. This setting will provide a positive environment for recovery from substance addiction.

Based on a conversation with Cecile Pitts regarding our proposal, we would like to address two issues regarding County funding of the apartments:

The first issue is the location. Although the project is located in inner Southeast Portland, we fully expect that people from all over Multnomah County will live there. (Our reasoning is contained in the grant application.) At present there are only 15 units of such housing in the entire County. It therefore seems reasonable to build the housing at this

centrally located, well-suited site with the expectation that it will benefit residents throughout the County. We sought funding from Multnomah County in proportion to the number of tenants we anticipate will come from unincorporated Multnomah County.

The second issue is the low amount of funding committed to this project so far. As you know, even modest amounts of early funding have significant impacts on a projects' ability to bring in additional funds. We applied to state, local and other sources at about the same time as we applied to the County. An early funding commitment from the County will make a positive response from these sources more likely. Please consider this in your deliberations.

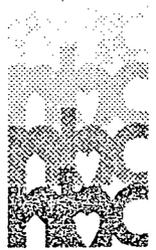
We intend to pursue a HUD 811 capital grant later this year. We narrowly missed receiving one last year, and are confident that we can make the necessary improvements to our application this year. However, even with an 811 grant, additional funding will be needed.

We therefore ask that you remember this project as other funding becomes available. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Doug Glancy". The signature is written in black ink and is positioned above the printed name and title.

Doug Glancy  
Housing Development Coordinator



Neighborhood  
H e a l t h  
C l i n i c s , I n c .

April 16, 1996

Policy Advisory Board  
c/o Janet Hawkins  
Multnomah County Community Development Program  
421 S.W. Sixth Avenue, Suite 500  
Portland, OR 97204-1620

Dear Members:

Neighborhood Health Clinics, Inc. (NHC) requested \$10,000 in support of our dental clinic which serves the uninsured residents of mid-Multnomah County. The Community Development Program's letter of April 1, 1996 gave me the impression that the clinic had been fully funded. Further, my testimony on April 8, 1996 reflected that belief. Later I was informed that our clinic was receiving only \$7,500.

On April 11, 1996, I was in attendance at the Gresham Community Development and Housing Committee's public meeting on block grant funding when they decided to not fund the dental program. This resulted in an additional loss of \$10,000.

Further, Boeing which has supported the dental clinics for several years has changed priorities. Instead of funding direct services, Boeing is funding the purchase of computers for nonprofits. In keeping with their new guidelines, but continuing their support of our work, Boeing has recently given a \$5,000 grant to NHC for the purchase of computers.

**Given these decreases in funding, I am requesting that \$2,500 from the contingency fund be used to fully fund our mid-county CDBG request. The dental program could then continue to serve the mid-county residents to whom you are committed.**

The increased medicaid coverage of the last two years has made dental care available for the very poor. Those enrolled in medicaid managed care plans can access quality dental care. However, the working poor, those who are struggling to stay off welfare, do not have dental insurance nor financial resources to access a private dentist's office.

The dental need for those who are uninsured continues to be great. When individuals are in dental pain they cannot focus on their work or their families. We provide over \$300 worth of care to each uninsured resident of mid-county who comes to our clinic for services. From July 1, 1995 through February 28, 1996 fifty-eight percent of those whom we served were minorities. By utilizing volunteer dentists and dental assistants; and by having the dental clinic space donated by the Multnomah County Health Department we are able to provide cost efficient services.

To meet the growing dental need we were planning to add two additional evening clinics per month. However, with the decreased funding we may not be able to maintain the present service level for mid-county residents. I know that the block grant dollars are shrinking. I also know that NHC is doing everything that it possibly can to maintain dental services to the uninsured. However, we cannot go it alone.

I thank you for your past support. I remain hopeful that additional dollars will be forthcoming.

Sincerely,

  
Margaret Ann Jozsa, LCSW  
Executive Director

4945 NE 7th  
Portland  
Oregon  
97211

( 5 0 3 )  
288-5995

Northeast Clinic  
Health Help  
Southeast Clinic  
Neighborhood  
Dental Clinics  
Counseling  
Prenatal Outreach  
Health Education  
Immunizations



April 12, 1996

Administration  
234-3400

Discovery  
Intensive Outpatient  
Program  
234-3400

Education/Prevention  
234-3400

Early Service and  
Intervention  
Juvenile Justice Division  
248-3460

Columbia Villa  
285-8401

In the Community  
Program:

- East County Youth Service Center 665-8150
- King Neighborhood Facility 288-8562
- North Portland Youth Service Center 285-0627
- Outer East Youth Service Center 294-3322
- Southeast Youth Service Center 231-9578
- Westside Youth Service Center 245-4441

Policy Advisory Board  
Community Development Program  
421 S.W. 6th Avenue  
Suite 500  
Portland, OR 97204-1620

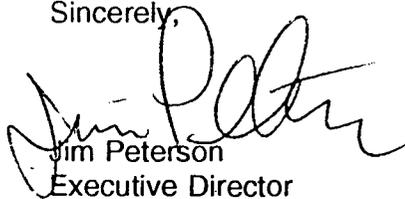
Dear Policy Advisory Board Members,

I am pleased to inform you that our Gresham CDBG Public Services Application (Teen Parent Intervention and Family Support Program) was recommended for funding by the Gresham Community Development and Housing Committee at their public meeting last night. Final approval of the Committee's funding recommendations will be made by the Gresham City Council on May 7th.

In anticipation of our grant approval from the Gresham City Council, I am requesting that the Policy Advisory Board reconsider our funding request for the Teen Parent Intervention and Family Support Program. The Gresham application was for 75% of the CDBG funds needed to implement the program and the other 25% is in the grant request before the Policy Advisory Board. An approval of the county's share is essential for the project to move forward.

Please let me know what further information I can provide to help with your decision. The Teen Parent Intervention and Family Support Program is a resource that is greatly needed for East County. I appreciate your willingness to reconsider our application.

Sincerely,



Jim Peterson  
Executive Director

Mainstream Youth Program, Inc.



BEFORE THE BOARD OF COUNTY COMMISSIONS  
FOR  
MULTNOMAH COUNTY

In the Matter of Approving the 1996-97 )  
Multnomah County Annual Action Plan )  
for the Community Development Block )  
Grant Program and HOME Investment )  
Partnership Program to be Submitted to )  
the Department of Housing and Urban )  
Development. )  
\_\_\_\_\_ )

R E S O L U T I O N

96-84

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

WHEREAS, the Community Development Program of Multnomah County has been notified that it is eligible to receive an annual 1996-97 entitlement amount of approximately \$730,000 in CDBG funds;

WHEREAS, the Community Development Program of Multnomah County has been notified by the City of Portland, the lead HOME jurisdiction, that its share of 1996-97 HOME funds is approximately \$200,000;

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

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

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

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

WHEREAS, the Policy Advisory Board met on March 29, 1996 to review and recommend for funding all eligible projects submitted by the February 9, 1996 deadline for program year 1996-97;

WHEREAS, the Policy Advisory Board held a public hearing on April 8, 1996 to receive and review testimony on selected projects;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners approve the 1996-97 Multnomah County Community Development Annual Action Plan for program year 1996-97.

ADOPTED THIS 9th day of May, 1996.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By: *Beverly Stein*  
Beverly Stein  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

*Katie Gaetjens*  
Assistant County Counsel  
Katie Gaetjens

MEETING DATE: MAY 09 1996  
AGENDA NO.: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernment Agreement #500696

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: May 9, 1996

Amount of Time Needed: 2 min

DEPARTMENT: Department of Support Services DIVISION: Emergency Management

CONTACT: Mike Gilsdorf TELEPHONE #: 251-2466

BLDG/ROOM#: 313-204

*Rhys*  
**RECEIVED**  
APR 29 1996  
BEVERLY STEIN  
MULTNOMAH COUNTY CHAIR

PERSON(S) MAKING PRESENTATION: Mike Gilsdorf

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement #500696 with Oregon State Police, Office of Emergency Management to provide Disaster Relief Funding Assistance for Multnomah County.

*5/13/96 ORIGINALS TO MIKE GILSDORF*

SIGNATURES REQUIRED:

*Rhys*  
ELECTED OFFICIAL: *Beverly Stein*  
OR

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

BOARD OF  
COUNTY COMMISSIONERS  
96 APR 30 AM 9:36  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

4/23/96

MULTNOMAH COUNTY COUNSEL  
1120 S.W. FIFTH AVENUE, SUITE 1530  
P.O. BOX 849  
PORTLAND, OREGON 97207-0849  
(503) 248-3138

To Mike Gilsdorf 313/18  
Re Contract No 500696

Mike,

Please redo the IGA  
to the BCC. I have signed  
all the forms. Note that the  
indemnification provisions @ paragraph  
20 and 22 have been crossed out.

\* All parties who sign need to initial  
at those paragraphs. \*

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MIKE GILSDORF  
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: April 25, 1996

REQUESTED PLACEMENT DATE: May 9, 1996

RE: Intergovernmental Agreement #500696 with Oregon State Police, Office of Emergency Management to provide Disaster Relief Funding Assistance for Multnomah County

I. Recommendation/Action Requested:  
*(Concise listing of recommendation/action requested.)*

Approve Intergovernmental Agreement with Oregon State Police, Office of Emergency Management .

II. Background/Analysis:  
*(Explanation of the item. This section should be as detailed as necessary to provide the BCC with the information it needs to make a decision. Why does this item have to go to the Board? What has the Board already seen about this issue?)*

A determination of a state of emergency in Multnomah County due to heavy rains and flooding was declared by the by the Chair of the Board on February 7, 1996 and subsequently by the Governor. A Presidential Disaster then followed for certain Counties including Multnomah County of the State of Oregon during the period of February 4, 1996 thru February 21, 1996. All necessary documents for public assistance, including approval of sub-grants and certification of claims are to be executed by the Oregon Office of Emergency Management (OEM). OEM will be reimbursing Multnomah County up to 75% of eligible costs and activities necessary for the repair and restoration of public facilities damaged during the declaration period.

III. Financial Impact:  
*(Revenue/Expenditure? Address current and long term issues. Is it going to result in a budget modification? If so, what is the timeline. If it is a budget modification, what caused the need for change? Has the budget office been consulted? Detailed explanation.)*

Reimbursement of up to 75% of Multnomah County funds expended in response to the flood of 96. Budget Office and Finance Division have been consulted.

- IV. Legal Issues:  
*(What are the legal issues? How do you know? Cite ORS, ordinance or administrative procedure if appropriate.)*
- ORS 401.055, ORS 401.305, Executive Order EO 96-06 and Presidential Major Disaster Declaration FEMA 1099-DR-OR.
- V. Controversial Issues:  
*(Policy/Political)*
- None.
- VI. Link to Current County Policies:  
*(Consistent/Changes Needed)*
- Consistent to current policies.
- VII. Citizen Participation:  
*(What has been the degree of citizen involvement - Formal, i.e., task force or committee - Informal input? Do you anticipate citizen testimony at the board meeting?)*
- None
- VIII. Other Government Participation:  
*(Does it affect another jurisdiction/county department? Do they know about it?)*
- Oregon Emergency Management.



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500696

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

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-5</u> DATE <u>5/9/96</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
--	--	--

Department DSS Division Emergency Management Date April 16, 1996

Contract Originator Mike Gilsdorf Phone 251-2466 Bldg/Room 313/18

Administrative Contact Janet Thompson Phone x6641 Bldg/Room 106/1430

Description of Contract Federal disaster relief funding for infrastructure assistance.

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

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name State of Oregon Emergency Mgmt.

Mailing Address 595 Cottage St.; NE  
Salem OR 97310

Phone 378-2911

Employer ID# or SS# 93-6001779

Effective Date Upon Execution

Termination Date Upon Execution

Original Contract Amount \$ NA

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

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

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

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

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____

Requirements contract - Requisition required.

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

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

Encumber: Yes  No

Date 4/17/96

Date \_\_\_\_\_

Date 4/23/96

Date May 9, 1996

Date 4/17/96

**REQUIRED SIGNATURES:**

Department Manager David Boyer

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

County Counsel William O. Ryan

County Chair / Sheriff William O. Ryan

Contract Administration William O. Ryan  
(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 DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											

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

STATE OF OREGON  
OREGON STATE POLICE  
OFFICE OF EMERGENCY MANAGEMENT

1.0 PARTIES TO THIS AGREEMENT

This agreement is made and entered into by and between the Oregon State Police, Office of Emergency Management, hereinafter referred to as "DEPARTMENT" and the Multnomah County Office of Emergency Management, hereinafter referred to as the "APPLICANT".

WHEREAS, the DEPARTMENT is authorized by the 1996 FEMA-State Agreement for the February 1996 Flood Event to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, both parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by the DEPARTMENT. Under the authority of Presidential Major Disaster Declaration FEMA 1099-DR-OR, the DEPARTMENT is reimbursing the APPLICANT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of February 4, 1996 and continuing.

3.0 TIME OF PERFORMANCE

Activities payable under this agreement and to be performed by the APPLICANT under this agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of the DEPARTMENT to issue close-out instructions to the APPLICANT upon completion of the project(s).

## 5.0 FUNDING

The DEPARTMENT will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the APPLICANT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-1099-DR-OR. It is understood that no final dollar figure is committed to at the time that this agreement is executed, but that financial commitments will be made by amendments to the project application as Damage Survey Reports are completed in the field and projects are authorized by state and federal officials.

The parties understand that the Federal Emergency Management Agency will contribute 75 percent of the eligible costs for any eligible project and also will contribute an administrative allowance, as provided for in subsection 4 of Section 6.0 of this agreement, and that no state funds are obligated for contribution under this agreement.

The APPLICANT will commit the required 25 percent match to any eligible project for the APPLICANT which has been identified under the Presidential Major Disaster Declaration FEMA-1099-DR-OR.

## 6.0 PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA, shall issue payments to the APPLICANT as follows:

1. Small project payments: Payments are made for all small projects to the APPLICANT upon submission and approval of a State of Oregon Disaster Assistance Payment Request to the DEPARTMENT.
2. Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the APPLICANT upon submission and approval of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, from the APPLICANT to the DEPARTMENT.
3. Final Payment: Final payment will be made upon submission by the APPLICANT of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division, or the United States Inspector General's Office.

4. The APPLICANT is eligible to receive federal administrative monies, upon completion and closure of the project, for the costs of requesting, obtaining, and administering the disaster assistance grant based upon the following percentages of total eligible costs.
  - For the first \$100,000 of eligible costs, three percent of such costs;
  - For the next \$900,000, two percent of such costs;
  - For the next \$4,000,000, one percent of such costs; and
  - For those costs over \$5,000,000, one-half percent of such costs.
5. All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request to the DEPARTMENT, which references the appropriate Damage Survey Report Number (DSR #), and appropriate documentation as required.
6. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-1099-DR-OR.

## 7.0 RECORDS MAINTENANCE

The APPLICANT shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by DEPARTMENT personnel, other personnel duly authorized by the DEPARTMENT, the Secretary of State's Audits Division or the United States Inspector General. The APPLICANT will retain all books, records, documents, and other material relevant to this agreement for three years after date of final payment, or an extended period as established by FEMA in 44 CFR § 13.42.

## 8.0 AUDITS

Audits shall be in accordance with the Single Audit Act of 1984. The APPLICANT is to procure audit services based on the following guidelines:

1. APPLICANT receiving less than \$25,000 in federal funds in a fiscal year is exempt from compliance with the Single Audit Act. However, records must be available for review by the DEPARTMENT.
2. APPLICANT receiving \$25,000 to \$100,000 in total federal funds in a fiscal year may choose to have an audit made in accordance with the

Office of Management and Budget (OMB) Circular A-128 or a program audit.

3. APPLICANT receiving \$100,000 or more in a fiscal year in total federal funds shall have a Single Audit made in accordance with OMB Circular 1-28.

As applicable, the APPLICANT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Government Auditing Standards developed by the Comptroller General, dated July 1988; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

The APPLICANT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name, program name, federal catalog number (CFDA-83.516), grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balance.

The APPLICANT shall maintain records and accounts in such a way as to facilitate the DEPARTMENT's audit requirements, and ensure that Subcontractors also maintain records which are auditable. The APPLICANT is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors. The DEPARTMENT reserves the right to recover from the APPLICANT disallowed costs resulting from the final audit.

The APPLICANT is responsible for sending the audit report to the DEPARTMENT's Project Administrator as soon as it is available, but no later than thirteen months after the end of the APPLICANT's fiscal year. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The APPLICANT will respond to the DEPARTMENT's requests for information or corrective action concerning audit issues within 30 days of the date of the request.

The APPLICANT shall include these requirements in any subcontracts.

## 9.0 RECOVERY OF FUNDS

In the event that the APPLICANT failed to complete the project(s), fails to expend or is over paid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to be owing to the state, the DEPARTMENT reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the APPLICANT of agreement funds under this recovery provision shall occur within 30 days of demand. In the event that the DEPARTMENT is required to institute legal

proceedings to enforce this recovery provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney fees.

The APPLICANT shall be responsible for pursuing recovery of monies paid under this agreement in providing disaster assistance against any part that might be liable, and further the APPLICANT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this agreement.

In the event the APPLICANT obtains recovery from a responsible party, the APPLICANT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The APPLICANT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

#### 10.0 CONFLICT OF INTEREST

The APPLICANT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

#### 11.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

#### 12.0 ASSIGNMENT

This Agreement, and any claim arising under this agreement, is not assignable or delegable by the APPLICANT either in whole or in part.

#### 13.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the APPLICANT subcontracts for engineering services, the APPLICANT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the APPLICANT for the benefit of the APPLICANT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The APPLICANT shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

14.0 This agreement contains the terms and conditions agreed to by the DEPARTMENT and the APPLICANT. Any additional terms and conditions imposed by the Federal Emergency Management Agency or the DEPARTMENT will be incorporated into an amendment. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

#### 15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR Chapter 1, Section 206.206, the APPLICANT may appeal any determination previously made related to the federal assistance for the APPLICANT. The APPLICANT's appeal shall be made in writing and submitted to the DEPARTMENT within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the APPLICANT's position.

Upon receipt of an APPLICANT's appeal, the DEPARTMENT will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to the FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise the DEPARTMENT, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

#### 16.0 GOVERNING LAW AND VENUE

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Oregon. Venue of any suit between the parties arising out of this agreement shall be in the Circuit Court of Oregon for Marion County.

#### 17.0 TERMINATION

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. In the event of termination of this Agreement, each party shall be liable only for services rendered by the other party, prior to the effective date of termination.

#### 18.0 SAVINGS

The DEPARTMENT may unilaterally terminate all or part of this agreement or may reduce its scope of work if there is a reduction in federal funds which are the basis for this agreement.

## 19.0 WAIVERS

No conditions or provisions of this agreement can be waived unless approved by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this agreement.

## 20.0 INDEMNIFICATION

To the extent permitted by each party's constitutional and statutory limitations, including but not limited to provisions relating to debt limits, tort claims limits and workers' compensation, the APPLICANT, and its employees, contractors, and subcontractors shall defend, save, and hold harmless the United States, and its agents and employees, the state and its agents and employees, from and against all claims, damages, losses, and expenses arising out of or resulting from the approved work, ~~regardless of whether or not such claim, damage, loss, or expense is caused entirely or in part by the United States or the State of Oregon.~~ 

## 21.0 APPLICANT ASSURANCES

In addition to the Terms and Conditions specified herein, the APPLICANT also agrees to the following assurances:

1. The APPLICANT hereby assures and certifies that it will comply with state and federal laws and regulations, including but not limited to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended; 44 CFR Parts 13 and 206; and the Oregon State Public Assistance Administrative Plan dated September, 1993. These regulations and requirements are hereby incorporated into this agreement by reference.
2. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
3. The APPLICANT will operate and maintain the facilities in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
4. The APPLICANT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will

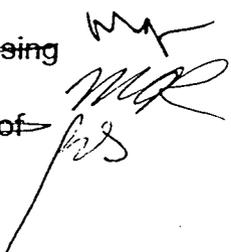
evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

5. The APPLICANT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
6. The APPLICANT will comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
7. The APPLICANT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
8. The APPLICANT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this agreement.
9. The APPLICANT does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program. However, if FEMA and any other Federal agency are a party to a contract for the repair or restoration of a public building or public facility, the contract would have to comply with the Davis-Bacon Act.
10. Eligible private non-profit organizations are required to obtain an independent audit in accordance with the Single Audit Act requirements. All costs of said audit are the responsibility of the private non-profit organization. Additional funds beyond those provided in the administrative allowance are not available for payment of said audit. Eligible private non-profit organizations must comply with the audit requirements of OMB Circular A-133, Audits of Institutions of Higher Education and other Nonprofit Organizations.
11. The applicant and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. This shall include Employer's Liability Insurance with coverage

limits of not less than \$100,000 for each accident. Contractors, subcontractors or others who perform the work without the assistance or labor of any employee need not obtain coverage.

## 22.0 - OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the APPLICANT. ~~The APPLICANT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the state of Oregon harmless from any and all causes of action arising from the ownership and operation of the project.~~



## 23.0 ACKNOWLEDGMENTS

The APPLICANT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to this project in any release or other publication developed or modified for, or referring to the project.

## 24.0 INSURANCE

The APPLICANT will comply with the insurance requirements of Public Law 93-288, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

## 25.0 SEVERABILITY

In the event any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared severable.

## 26.0 ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a: Applicable Federal and State statutes and regulations.

- b. Applicable approved Damage Survey Reports; and
- c. Any other provisions of the agreement whether incorporated by reference or otherwise.

27.0 AGREEMENT ADMINISTRATION

APPLICANT's representative shall be Mike Gilsdorf

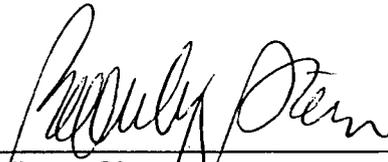
The DEPARTMENT's representative shall be Abby Kershaw.

28.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the DEPARTMENT and the APPLICANT have executed this agreement as of the date and year written below.

\_\_\_\_\_  
 Myra Thompson Lee, Director  
 Office of Emergency Management  
 Oregon State Police

  
 \_\_\_\_\_  
 Applicant Signature  
 Printed Name: Beverly Stein  
 Title: Chair, Board of County Commissioners

APPROVED AS TO FORM

Jim G. Russell  
 Assistant Attorney General

APPLICANT - PLEASE PRINT THE  
 FOLLOWING TO EXPEDITE  
 PROCESSING

DATE: 3-4-96

Federal Tax ID No. (TIN): 93-6002309

Oregon Emergency Management  
 595 Cottage St. N.E.  
 Salem, OR 97310

Organization: Multnomah County  
 Office of Emergency Management  
 Address: 12240 NE Glisan  
 Portland, OR 97230

CFDA: 83-516

Phone: (503)251-2466

APPROVED MULTNOMAH COUNTY  
 BOARD OF COMMISSIONERS  
 AGENDA # R-5 DATE 5/9/96  
 \_\_\_\_\_  
 DEB BOGSTAD  
 BOARD CLERK

REVIEWED

By   
 \_\_\_\_\_  
 MULTNOMAH COUNTY COUNCIL

MEETING DATE: MAY 9 1996

AGENDA #: R-6

ESTIMATED START TIME: 10:17

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approve Resolution Authorizing Issuance of \$1,900,000 Certificates of Participation sale for Equipment

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING: DATE REQUESTED: May 9, 1996

AMOUNT OF TIME NEEDED: 5-10 minutes

DEPARTMENT: DSS

DIVISION: Finance

CONTACT: Dave Boyer

TELEPHONE #: 248-3903

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

SUGGESTED AGENDA TITLE:

Approve Rsolution authorizing the sale of \$1,900,000 Certificate Of Participation issue.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 5/13/96 COPIES TO DAVE BOYER

(OR) DEPARTMENT MANAGER: *Dave Boyer*

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 APR 23 PM 2:36

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY, OREGON

## COUNTY COMMISSIONERS

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

DIRECTORS OFFICE  
ACCOUNTS PAYABLE  
GENERAL LEDGER  
PAYROLL  
TREASURY  
LAN ADMINISTRATION

## FINANCE DIVISION

PORTLAND BUILDING  
1120 SW FIFTH AVENUE, SUITE 1430  
PO BOX 14700  
PORTLAND, OR 97214-0700  
PHONE (503)248-3312  
FAX (503) 248-3292

CENTRAL STORES  
CONTRACTS  
PURCHASING

FORD BUILDING  
2505 SE 11TH  
PORTLAND, OR 97202  
PHONE (503) 248-5111  
FAX (503)248-3252

## MEMORANDUM

TO: Board of County Commissioners

FROM: Dave Boyer, Finance Director 

DATE: April 22, 1996

Requested Placement Date: May 9, 1996

SUBJECT: Certificates Of Participation in the amount not to exceed \$1,900,000

### I. Recommendation / Action:

Approve resolution authorizing the issuance of \$1,900,000 in COP's for A&T Equipment, Video Arraignment and Radio Equipment for Sheriff Office.

### II. Background / Analysis:

Under ORS 288.155 the County is authorized to issue certificates of participation to finance capital expenditures.

During the 1995-96 budget process the Board adopted the appropriate departmental budgets to purchase the equipment contained in Exhibit "A" of the COP Resolution. The funds will be used to purchase or pay for the following:

1. Assessment and Taxation Turn Key cashiering, indexing and imaging system. \$628,240
2. Assessment and Taxation graphics system upgrade. \$200,780

3. Sheriff's Office Video arraignment equipment. \$605,000
4. Sheriff's Office Radio's \$320,000.
5. Issue Costs, underwriter costs and contingency. \$145,980

Ater Wynne Hewitt Dodson & Skerritt is Bond Counsel, Regional Financial Advisors, and First Trust Bank Paying agent/Registrar have all been selected in accordance to County procurement processes. The County will issue a Request for Proposal to select an underwriter or leasing company.

III. Financial Impact:

The various County budgets contain the necessary COP repayment amounts in their budgets. The various departments will need to include the principal and interest service reimbursements in their budgets through fiscal year 2002. The estimated annual payment will be about \$440,000.

This COP issue meets all the requirements contained in Resolution 95-182, the Financial and Budget Policy. The following is the calculation of the 5% authorization and current payment level as it relates to this issue.

	<u>Current Pmt</u>	<u>5% Authorization</u>
General Fund Supported	\$5,820,000	\$9,000,000

IV. Legal Issues:

Bond Counsel and County Counsel have reviewed or will review all the necessary documents.

V. Controversial Issues:

None that I am aware of.

VI. Link to Current County Policy:

The "short-term and long-term Debt Financing" policy directs the County to evaluate the feasibility of issuing long-term general obligation bonded indebtedness if the capital requirement cannot be met on a pay as you go basis and this financing has been determined to benefit the County.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

None

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**MULTNOMAH COUNTY, OREGON**

A Resolution of the Board of County Commissioners )  
of Multnomah County, Oregon Authorizing the Execution )  
and Delivery of a Lease-Purchase Agreement and an )  
Escrow Agreement; Designating an Authorized )  
Representative; Authorizing the Negotiated Sale )  
of Certificates of Participation in an amount not )  
exceeding \$1,900,000; Designating a Financial Advisor, )  
Special Counsel, Registrar and Paying Agent; and Other )  
Matters. )

**RESOLUTION NO. 96- 85**

WHEREAS, the above-entitled matter is before the Board of County Commissioners (the "Board") of Multnomah County, Oregon (the "County"), upon a showing by the Director, Finance Division, that, the County is authorized pursuant to the Charter of the County and Oregon Revised Statutes Sections 279.101(2) and 271.390 to execute and deliver a Lease-Purchase Agreement and Escrow Agreement and to authorize the sale or a private negotiated sale of Certificates of Participation, Series 1996 (the "Certificates"), in an amount not to exceed \$1,900,000, to finance the following:

- acquire assessment and taxation computer technology equipment;
- acquire video arraignment equipment;
- acquire mobile radios and accessories;
- fund a debt reserve account;
- pay all costs of issuance of the Certificates;

WHEREAS, it is advantageous for the County to authorize and enter into a Lease-Purchase Agreement to finance the acquisition and installation of the equipment, as described in Exhibit "A" attached hereto (the "Equipment"), and to pay all costs incidental thereto. In addition, the County will enter into an Escrow Agreement which will authorize the Escrow Agent to issue the Certificates which will represent undivided proportional interests in the Lease-Purchase Agreement in a principal amount not exceeding \$1,900,000; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Authorization. The County authorizes:

a. Lease-Purchase Agreement. The execution and delivery of a Lease-Purchase Agreement to lease and purchase the Equipment.

b. Issuance and Sale of Certificates. The private negotiated sale of the Certificates of Participation, Series 1996, shall be issued by the Escrow Agent in an amount not to exceed \$1,900,000 to finance the acquisition and installation of the Equipment, to fund the debt reserve account and to pay the costs of issuance of the Certificates. The Certificates shall be issued at a true effective rate of interest not exceeding seven percent (7.00%) per annum and at a discount not greater than two percent (2.0%), including original issue discount.

c. Escrow Agreement. The execution and delivery of an Escrow Agreement (the "Escrow Agreement"), wherein First Trust Washington, through its corporate trust office in Portland, Oregon, would act as escrow agent (the "Escrow Agent") pursuant to which the Escrow Agent shall execute the Certificates representing the principal amount payable under the Lease-Purchase Agreement, and evidencing the right of the Escrow Agent to receive the County's lease payments under the Lease-Purchase Agreement;

d. Optional Redemption. The Certificates shall not be subject to optional redemption prior to maturity.

e. Debt Reserve Account. The County authorizes the establishment of a Debt Reserve Account to be funded from the proceeds of the Certificates in an amount not greater than 10% of the proceeds of the Certificates as provided by law. The Debt Reserve Account shall secure the payment of the Certificates as provided in the Lease-Purchase Agreement.

2. Lease Payments. Lease Payments due under the Lease-Purchase Agreement shall be obligations of the County payable solely from general revenues of the County subject to annual appropriation. The County is not obligated to make payments under the Lease-Purchase Agreement unless the Board includes such payments in the County's budget for that fiscal year and makes an appropriation therefor.

3. Designation of Authorized Representative. The County authorizes the Director, Finance Division, or the Treasury Manager (the "Authorized Representative") to act on behalf of the County and determine the remaining terms of the Certificates as specified in Section 4.

4. Delegation of Final Terms and Sale of Certificates and Additional Documents. The Authorized Representative is authorized, on behalf of the County, to:

- a. approve of and authorize the distribution of the preliminary and final Official Statements to prospective purchasers of the Certificates;
- b. select an underwriter and negotiate the terms under which the Certificates shall be sold, enter into a Purchase Agreement for sale of the Certificates, and to execute and deliver the Purchase Agreement;
- c. establish the maturity and interest payment dates, dated date, principal amounts, optional and/or mandatory prepayment provisions, interest rates, and denominations and to establish other terms under which the Certificates shall be issued, sold, executed, and delivered;
- d. negotiate the terms of the Lease-Purchase Agreement and the Escrow Agreement if the Authorized Representative determines it to be in the best interest of the County, and to execute and deliver the Lease-Purchase Agreement and the Escrow Agreement;

- e. obtain a rating on the Certificates, if determined by the Authorized Representative to be in the best interest of the County;
- f. approve, execute and deliver a Continuing Disclosure Certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12);
- g. apply for municipal bond insurance for the Certificates, if determined by the Authorized Representative to be in the best interest of the County, and expend proceeds to pay any insurance premium;
- h. approve, execute and deliver the closing documents for the Certificates;
- i. execute and deliver a Tax Certificate specifying the action taken pursuant to this Resolution, and any other documents or agreements that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Certificates in accordance with this Resolution.

5. Maintenance of Tax-Exempt Status. The County covenants for the benefit of the Owners of the Certificates to use the Certificate proceeds and the Equipment financed with Certificate proceeds, and to otherwise comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code") which are required for the interest component of lease payments payable under the Lease-Purchase Agreement to be excluded from gross income for federal income tax purposes, as provided in the Lease-Purchase Agreement. The County makes the following specific covenants with respect to the Code:

- i. The County will not take any action or omit any action if it would cause the Certificates to become arbitrage bonds under Section 148 of the Code.
- ii. The County shall use and operate the Equipment financed with the Certificates so that the Certificates which were not issued as "private activity bonds" within the meaning of Section 141 of the Code do not become private activity bonds.
- iii. The County shall comply with appropriate Code reporting requirements.
- iv. The County shall pay, when due, all rebates and penalties with respect to the Certificates which are required by Section 148(f) of the Code.

The covenants contained in this Section 5 shall constitute contracts with the owners of the Certificates, and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the County to protect the tax-exempt status of the Lease-Purchase Agreement and the Certificates.

6. Book-Entry Only System. During any time the Certificates are held in a book-entry only system (the "Book-Entry System"), the registered owner of all of the Certificates shall be The Depository Trust Company, New York, New York ("DTC"), and the Certificates shall be registered in the name of Cede & Co., as nominee for DTC. The County and DTC have entered into a Blanket Issuer Letter of Representations (the "Letter"), and the provisions of such Letter shall be incorporated herein by this reference.

Under the Book-Entry System, the Certificates shall be initially issued in the form of a single fully registered certificate, one for each maturity of the Certificates. Upon initial issuance, the ownership of such Certificates shall be registered by the Registrar on the registration books in the name of Cede & Co., as nominee of DTC. The County and the Registrar may treat DTC (or its nominee) as the sole and exclusive registered owner of the Certificates registered in its name for the purposes of payment of the principal of, prepayment price of, and premium, if any, or interest on the Certificates, selecting the Certificates or portions thereof to be redeemed, if any, giving notice as required under this Resolution, registering the transfer of Certificates, obtaining any consent or other action to be taken by the owners and for all other purposes whatsoever; and neither the Registrar nor the County shall be affected by any notice to the contrary. The Registrar shall not have any responsibility or obligation to any person claiming a beneficial ownership interest in the Certificates under or through DTC or any Participant, or any other person which is not shown on the registration books of the Registrar as being a registered owner, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal or prepayment price of or interest on the Certificates; any notice or direction which is permitted or required to be given to or received from owners under this Resolution; the selection by DTC or any DTC Participant of any person to receive payment in the event of a partial prepayment of the Certificates; or any consent given or other action taken by DTC as owner; nor shall any DTC Participant or any such person be deemed to be a third party beneficiary of any owners' rights under this Resolution. The Registrar shall pay from moneys available hereunder all principal of and premium, if any, and interest on the Certificates only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. So long as the Certificates are held in the Book-Entry System, no person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Registrar to make payments of principal of and premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Registrar of DTC's written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Resolution with respect to transfers of Certificates, the term "Cede & Co.," in this Resolution shall refer to such new nominee of DTC.

At any time it determines that it is in the best interests of the owners, the County may notify the Registrar, and the Registrar will subsequently notify DTC, whereupon DTC will notify the DTC Participants, of the availability through DTC of Certificates. In such event, the Registrar shall issue, transfer and exchange, at the County's expense, Certificates as requested in writing by DTC in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Certificates at any time by giving written notice to the Registrar and discharging its responsibilities with respect thereto under applicable law. If DTC resigns as securities depository for the Certificates, Bond certificates shall be delivered pursuant to this section. Under such circumstances (if there is no successor securities depository), the Registrar shall be obligated to deliver Bond certificates as described in this Resolution, provided that the expense in connection therewith shall be paid by the County. In the event Bond certificates are issued, the provisions of this Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such Certificates. Whenever DTC requests the Registrar to do so, the Registrar will cooperate with DTC in taking appropriate action after written notice (a) to make available one or more separate certificates evidencing the Certificates to any DTC Participant having Certificates credited to its DTC account, or (b) to arrange for another securities depository to maintain custody of Certificates.

7. Appointment of Special Counsel, Financial Advisor, Escrow Agent, Lessor and Paying Agent and Registrar. The County appoints Ater Wynne Hewitt Dodson & Skerritt as special counsel for the issuance of the Certificates; Regional Financial Advisors, Inc. as Financial Advisor to the County for

the issuance of the Certificates; and First Trust Washington, through its corporate trust office in Portland, Oregon, as escrow agent, lessor, and paying agent and registrar for the Certificates.

8. Continuing Disclosure. The County shall undertake in a Continuing Disclosure Certificate for the benefit of registered and beneficial Certificate owners to provide to each Nationally Recognized Municipal Securities Information Repository, and if and when one is established, the State Information Depository, on an annual basis on or before 270 days after the end of each fiscal year, commencing with the fiscal year ending June 30, 1996, the information required pursuant to paragraph (b)(5)(i) of the Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12 (the "Rule")).

9. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any or all of the Certificates by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the County with the Owners and shall be deemed to be and shall constitute a contract between the County and the Owners, subject to the conditions set forth in paragraph 2 herein. The pledges contained herein, including without limitation the County's covenants and the other covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the Owners, all of whom shall be of equal rank without preference, priority or distinction of any of such Certificates over any other thereof.

ADOPTED this 9th day of May, 1996.



**BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED BY:  
COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By *Candra L. Duffy for*  
Laurence Kressel

**EXHIBIT "A"**

**DESCRIPTION OF EQUIPMENT**

Assessment and Taxation Computer Technology Equipment

Video arraignment equipment

Mobile radios and accessories

MEETING DATE: MAY 9 1996

AGENDA #: R-7

ESTIMATED START TIME: 10:27

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approve Resolution Authorizing Issuance of \$11,000,000 Tax Revenue Anticipation Notes

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING: DATE REQUESTED: May 9, 1996

AMOUNT OF TIME NEEDED: 5-10 minutes

DEPARTMENT: DSS

DIVISION: Finance

CONTACT: Dave Boyer

TELEPHONE #: 248-3903

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

Approve Resolution authorizing the sale of \$11,000,000 Tax Revenue Anticipation Note Sale.

SIGNATURES REQUIRED:

*5/13/96 copies to Dave Boyer*

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

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

*Dave Boyer*

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY OREGON  
96 APR 23 PM 2:35

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY, OREGON

## COUNTY COMMISSIONERS

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

DIRECTORS OFFICE  
ACCOUNTS PAYABLE  
GENERAL LEDGER  
PAYROLL  
TREASURY  
LAN ADMINISTRATION

## FINANCE DIVISION

PORTLAND BUILDING  
1120 SW FIFTH AVENUE, SUITE 1430  
PO BOX 14700  
PORTLAND, OR 97214-0700  
PHONE (503)248-3312  
FAX (503) 248-3292

CENTRAL STORES  
CONTRACTS  
PURCHASING

FORD BUILDING  
2505 SE 11TH  
PORTLAND, OR 97202  
PHONE (503) 248-5111  
FAX (503)248-3252

## MEMORANDUM

TO: Board of County Commissioners

FROM: Dave Boyer, Finance Director

DATE: April 22, 1996

Requested Placement Date: May 9, 1996

SUBJECT: \$11,000,000 Tax and Revenue Anticipation Notes (TRANS)

### I. Recommendation / Action:

Approve resolution authorizing the issuance of \$11,000,000 in Tax and Revenue Anticipation Notes for fiscal year 1996/97.

### II. Background / Analysis:

Under ORS 288.165 the County is authorized to issue TRANS in an amount not to exceed 80% of the amount of revenues the County expects to receive in FY 1996/97. The notes represent about 10.5% of the County's 1996/97 property tax levy adjusted for delinquencies, prior year payments and discounts.

The proceeds from the notes will provide the needed cashflow to the General Fund, prior to the collection of property taxes, for the period July 1, 1996 through November 30, 1996.

Ater Wynne Hewitt Dodson & Skerritt is Bond Counsel, Regional Financial Advisors, and First Trust Bank Paying agent/Registrar have all been selected in accordance to County procurement processes. The County will issue a Request for Proposal to select an underwriter.

III. Financial Impact:

The fiscal year 1996/97 County budget includes \$550,000 to pay the estimated interest on the TRANs.

This TRANs issue meets all the requirements contained in Resolution 95-182, the Financial and Budget Policy.

IV. Legal Issues:

Bond Counsel and County Counsel have reviewed or will review all the necessary documents.

V. Controversial Issues:

None that I am aware of.

VI. Link to Current County Policy:

The "short-term and long-term Debt Financing" policy directs the County to evaluate the feasibility of issuing short-term debt if the financing has been determined to benefit the County.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

None

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**MULTNOMAH COUNTY, OREGON**

In the Matter of the Issuance and Sale )  
of Short-Term Promissory Notes (Tax and )  
Revenue Anticipation Notes, Series 1996) )  
in the Amount of \$11,000,000 for the )  
Purpose of Meeting Current Expenses of )  
the County for the 1996-97 Fiscal Year. )

**RESOLUTION NO. 96- 86**

WHEREAS, the above-entitled matter is before the Board of County Commissioners of Multnomah County, Oregon (the "County"), upon a showing by the Director, Finance Division, that, prior to the receipt of sufficient monies from tax collections and from other budgeted and unpledged revenues which the County estimates will be received from other sources during the fiscal year 1996-97, there is a need for the County to contract indebtedness, not to exceed in the aggregate its estimated maximum cumulative cash flow deficit as defined in regulations of the United States Treasury, by the issuance of tax and revenue anticipation notes (the "Notes") to meet the County's current expenses for fiscal year 1996-97; and

WHEREAS, it appearing to the Board that Oregon Revised Statutes Sections 288.165(3) permits the issuance of tax and revenue anticipation notes in an amount which does not exceed 80% of the amount budgeted which the County estimates will be received during the 1996-97 fiscal year; and

WHEREAS, prior to the sale and delivery of the Notes, provision therefor shall have been made in the County's duly adopted budget which shall have been filed in the manner as provided by law, and ad valorem tax levies upon real and personal property for the fiscal year 1996-97 will be levied and in the process of collection by Multnomah County, Oregon;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

Section 1. Issuance of Notes. The Board of County Commissioners of the County authorizes the issuance and negotiated sale of not to exceed \$11,000,000 of its Tax and Revenue Anticipation Notes, Series 1996. The Notes are issued pursuant to Oregon Revised Statutes Section 288.165(3). The Notes shall be issued in denominations of \$5,000 each, or integral multiples thereof, as negotiable notes of the County and shall bear interest at a true effective rate not to exceed six percent (6.00%). The County authorizes the Director, Finance Division or the Treasury Manager (collectively, the "Authorized Representative") to determine the principal amount, interest rate, denominations and to determine the Underwriter for the purchase of the Notes, to evaluate the terms of the Note Purchase Agreement, and to execute and deliver an appropriate Note Purchase Agreement. The Notes shall not be issued prior to the beginning of, and shall mature not later than, the end of the fiscal year in which

such taxes or other revenues are expected to be received. The Notes issued in anticipation of taxes or other revenues shall not be issued in an amount greater than eighty percent (80%) of the amount budgeted to be received in fiscal year 1996-97.

Section 2. Title and Execution of Notes. The Notes shall be entitled "Multnomah County, Oregon Tax and Revenue Anticipation Notes, Series 1996" and shall be executed on behalf of the County with the manual or facsimile signature of the Chair of the Board of County Commissioners and shall be attested by the Director, Finance Division. The Notes may be initially issued in book-entry form as a single, typewritten note and issued in the registered name of the nominee of The Depository Trust Company, New York, New York in book-entry form. The Notes may be issued without certificates being made available to the note holder except in the event that the book-entry form is discontinued in which event the Notes will be issued with certificates to be executed delivered and transferred as herein provided.

Section 3. Appointment of Paying Agent and Note Registrar. The Board appoints First Trust Washington, through its corporate trust office in Portland, Oregon, as Paying Agent and Note Registrar to the County for the issuance of the Notes.

Section 4. Book-Entry System. The ownership of the Notes shall be recorded through entries on the books of banks and broker-dealer participants and correspondents that are related to entries on The Depository Trust Company book-entry system. The Notes shall be initially issued in the form of a separate, fully registered typewritten note (the "Global Certificate"). The Global Certificate shall be registered in the name of Cede & Co. as nominee (the "Nominee") of The Depository Trust Company (the "Depository") as the "Registered Owner", and such Global Certificate shall be lodged with the Depository until redemption of the Note issue. The Paying Agent shall remit payment for the maturing principal and interest on the Notes to the Registered Owner for distribution by the Nominee for the benefit of the noteholder (the "Beneficial Owner" or "Record Owner") by recorded entry on the books of the Depository participants and correspondents. While the Notes are in book-entry-only form, the Notes will be available in denominations of \$5,000 or any integral multiple thereof.

The Authorized Representative shall file with the Depository a Blanket Issuer Letter of Representations to induce the Depository to accept the Notes as eligible for deposit at the Depository. The County is authorized to provide the Depository with the Preliminary Official Statement, together with the completed Depository's underwriting questionnaire.

The execution and delivery of the Blanket Letter of Representations and the providing to the Depository of the Preliminary Official Statement and the underwriting questionnaire shall not in any way impose upon the County any obligation whatsoever with respect to persons having interests in the Notes other than the Registered Owners of the Notes as shown on the registration books maintained by the Paying Agent and Note Registrar. The Paying Agent and Note Registrar, in writing, shall accept the book-entry system and shall agree to take all action necessary to at all times comply with the Depository's operational arrangements for the book-entry system. The Authorized Representative may take all other action to qualify the Notes for the Depository's book-entry system.

In the event (a) the Depository determines not to continue to act as securities depository for the Notes, or (b) the County determines that the Depository shall no longer so act, then the County will discontinue the book-entry system with the Depository. If the County fails to identify another qualified securities depository to replace the Depository, the Notes shall no longer be a book-entry-only issue but shall be registered in the registration books maintained by the Paying Agent and Note Registrar in the name of the Registered Owner as appearing on the registration books of the Paying Agent and Note Registrar and thereafter in the name or names of the owners of the Notes transferring or exchanging Notes in accordance with the provisions herein.

With respect to Notes registered in the registration books maintained by the Paying Agent and Note Registrar in the name of the Nominee of the Depository, the County, and the Paying Agent and Note Registrar shall have no responsibility or obligation to any participant or correspondent of the Depository or to any Beneficial Owner on behalf of which such participants or correspondents act as agent for the Registered Owner with respect to:

(i) the accuracy of the records of the Depository, the Nominee or any participant or correspondent with respect to any ownership interest in the Notes,

(ii) the delivery to any participant or correspondent or any other person, other than a Registered Owner as shown in the registration books maintained by the Paying Agent and Note Registrar, of any notice with respect to the Notes, including any notice of redemption,

(iii) the payment to any participant, correspondent or any other person other than the Registered Owner of the Notes as shown in the registration books maintained by the Paying Agent and Note Registrar, of any amount with respect to principal or interest on the Notes. Notwithstanding the book-entry system, the County may treat and consider the Registered Owner in whose name each Note is registered in the registration books maintained by the Paying Agent and Note Registrar as the Registered Owner and absolute owner of such Note for the purpose of payment of principal and interest with respect to such Note, or for the purpose of registering transfers with respect to such Note, or for all other purposes whatsoever. The County shall pay or cause to be paid all principal of and interest on the Notes only to or upon the order of the Registered Owner, as shown in the registration books maintained by the Paying Agent and Note Registrar, or their representative attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligation with respect to payment thereof to the extent of the sum or sums so paid.

Upon delivery by the Depository to the County and to the Registered Owner of a Note of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee then the word "Nominee" in this Resolution shall refer to such new nominee of the Depository, and upon receipt of such notice, the County shall promptly deliver a copy thereof to the Paying Agent and Note Registrar.

**Section 5. Payment of Notes.** If the book-entry system has been discontinued, then the principal of and interest on the Notes shall be payable upon presentation of the Notes at maturity at the corporate trust office of the Paying Agent in Portland, Oregon.

Section 6. Special Account. The County shall establish a Special Account for the Notes. The County covenants for the benefit of the owners of the Notes to deposit into the Special Account on or before November 30, 1996, not less than 100 percent of all monies received by the County from its ad valorem property tax levy for fiscal year 1996-97, excluding any payments received in respect of delinquent taxes from levies for prior fiscal years until the Special Account holds an amount sufficient to pay principal of and interest on the Notes at maturity. Monies in the Special Account shall not be invested in instruments which mature after the maturity date of the Notes. Monies in the Special Account shall be used solely to pay principal of and interest on the Notes. Additional Notes cannot be issued which will have any claim upon the monies in the Special Account. The Special Account must be fully funded prior to establishing and financing any other special account which is fundable from the 1996-97 ad valorem tax levy.

Section 7. Optional Redemption. The Notes are not subject to optional redemption prior to their stated maturity date of June 30, 1997.

Section 8. Form of Notes. The Notes shall be issued substantially in the form as approved by the County and Note Counsel to the County.

Section 9. Negotiated Sale of Notes and Appointment of Underwriter. The Authorized Representative is authorized to negotiate and execute and deliver, on behalf of the County, a Note Purchase Agreement providing for the purchase of the Notes with an underwriter to be selected by the Authorized Representative.

Section 10. Appointment of Note Counsel. The Board appoints the firm of Ater Wynne Hewitt Dodson & Skerritt of Portland, Oregon as Note Counsel.

Section 11. Appointment of Financial Advisor. The Board appoints Regional Financial Advisors, Inc. as Financial Advisor to the County for the issuance of the Notes.

Section 12. Covenant as to Arbitrage. The County covenants for the benefit of the owners of the Notes to comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code") which are required for the interest on the Notes to be excluded from gross income for federal income tax purposes, unless the County obtains an opinion of nationally recognized bond counsel that such compliance is not required for the interest payable on the Notes to be excluded. The County makes the following specific covenants with respect to the Code:

- A. The County shall not take any action or omit any action, if it would cause the Notes to become "arbitrage bonds" under Section 148 of the Code and shall pay any rebates to the United States which are required by Section 148(f) of the Code.
- B. The County shall not use the proceeds of the Notes in a manner which would cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code.

The covenants contained herein and any covenants in the closing documents for the Notes shall constitute contracts with the owners of the Notes, and shall be enforceable by such owners.

Section 12. Notice of Material Events to Municipal Securities Rulemaking Board. Pursuant to SEC Rule 15c2-12(d)(3), the County agrees to provide or cause to be provided, in a timely manner, to the Municipal Securities Rulemaking Board (the "MSRB"), notice of the occurrence of any of the following events with respect to the Notes, if material:

- a. principal and interest payment delinquencies;
- b. non-payment related defaults;
- c. unscheduled draws on debt service reserves reflecting financial difficulties;
- d. unscheduled draws on credit enhancements reflecting financial difficulties;
- e. substitution of credit or liquidity providers, or their failure to perform;
- f. adverse tax opinions or events affecting the tax-exempt status of the Notes;
- g. modifications to rights of holders of the Notes;
- h. bond calls (except for mandatory, scheduled redemptions whose terms are set forth in detail in the Official Statement);
- i. defeasances;
- j. release, substitution, or sale of property securing repayment of the Notes; and
- k. rating changes.

The County may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above, if, in the judgment of the County, such other event is material with respect to the Notes, but the County does not undertake any commitment to provide such notice of any event except those events listed above.

Section 13. Preliminary and Final Official Statement. The County shall, if required, cause the preparation of the preliminary official statement for the Notes which shall be available for distribution to prospective investors. In addition, if required, an official statement shall be prepared and ready for delivery to the purchasers of the Notes no later than the seventh (7th) business day after the sale of the Notes. When advised that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the County.

Section 14. Closing of the Sale and Delivery of the Notes. The Authorized Representative is authorized to execute and deliver such additional documents, including a Tax Certificate, and any and all other things or acts necessary for the sale and delivery of the Notes as herein authorized. Such acts of the Authorized Representative are for and on behalf of the County and are authorized by the Board of County Commissioners of the County.

ADOPTED this 9th day of May, 1996.



**BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED BY:  
COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By *Sandra L. Duffy for*  
Laurence Kressel





**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
ORDINANCE SUPPLEMENT**

**TO:** Multnomah County Board of Commissioners

**FROM:** Planning Staff

**TODAY'S DATE:** April 30, 1996

**REQUESTED**

**PLACEMENT DATE:** May 9, 1996

**SUBJECT:** First Reading on Amendment to West Hills Reconciliation Report to remove lands adjacent to the Bonny Slope subdivision from area designated as significant wildlife habitat.

**I. RECOMMENDATION / ACTION REQUESTED:**

Adopt the amended West Hills Reconciliation Report which will revise the Multnomah County Comprehensive Framework Plan to reflect changes directed by the Oregon Land Conservation and Development Commission on March 7, 1996 (Work Task Approval Order 96-WKTASK-00588 attached). The Commission directed Multnomah County to remove the significant wildlife habitat designation from property of about 55 acres in size located north of the Bonny Slope subdivision. If Multnomah County adopts this change, we will have completed periodic review for the West Hills area and the Land Conservation and Development Commission will make no further review of the County's periodic review work task.

**II. BACKGROUND / ANALYSIS:**

The property to be removed consists of land immediately north of the Bonny Slope subdivision located along both sides of 124th St which is designated and zoned for Commercial Forest Use. This area is bounded to the south by rural residential uses associated with the Bonny Slope subdivision which were determined to have no significant value as wildlife habitat, and is bounded to the west by land within the urban growth boundary in Washington County. Removal of this area will have no significant negative impacts upon land to the north and east which is designated as significant wildlife habitat. The affect of this change will not impact the allowed residential density of this land, but would only impact the specific location of a new dwelling on the subject property. Any proposed dwelling on the property must still meet the standards set forth in the Commercial Forest Use zoning district.

**III. FINANCIAL IMPACT:**

No fiscal impact to the County has been identified.

**IV. LEGAL ISSUES:**

Failure to amend the West Hills Reconciliation Report as ordered by the Oregon Land Conservation and Development Commission would have significant legal impacts upon Multnomah County. The Commission could adopt an enforcement order requiring Multnomah County to make these changes. Alternatively, Multnomah County could challenge the action of the Land Conservation and Development Commission in the courts. Either action would result in legal costs, with no certainty that Multnomah County would prevail.

**V. CONTROVERSIAL ISSUES:**

None

**VI. LINK TO CURRENT COUNTY POLICIES:**

This action would be the final step of the work to implement Goal 5 of the Oregon Statewide Planning Program (protection of natural resources) for significant scenic views, streams, and wildlife habitat in the West Hills Rural Area, and significant streams in the vicinity of the Howard Canyon quarry site in the East of Sandy River Rural Area. The Goal 5 work, in turn, is a portion of Multnomah County's periodic review work order, originally begun in 1987.

**VII. CITIZEN PARTICIPATION:**

No additional citizen participation was necessary for this item, since it is a "clean-up" from the previous ordinance adoption, which received extensive notice. The affected property owner was informed of this hearing.

**VIII. OTHER GOVERNMENT PARTICIPATION:**

No other agencies have commented on the proposed Sectional Zoning Maps amendments.

## ORDINANCE FACT SHEET

### **Ordinance Title:**

An Ordinance amending the Comprehensive Framework Plan Volume 1 Findings – West Hills Reconciliation Report in fulfillment of the Periodic Review Work Program tasks for Statewide Planning Goal 5 resources in the West Hills rural area.

### **Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:**

This ordinance will revise the West Hills Reconciliation Report to reflect changes directed by the Oregon Land Conservation and Development Commission on March 7, 1996 (Work Task Approval Order 96-WKTASK-00588 attached). The Commission directed Multnomah County to remove the significant wildlife habitat designation from property of about 55 acres in size located north of the Bonny Slope subdivision. If Multnomah County adopts this change, we will have completed periodic review for the West Hills area and the Land Conservation and Development Commission will make no further review of the County's periodic review work task.

The property to be removed consists of land immediately north of the Bonny Slope subdivision located along both sides of 124th St which is designated and zoned for Commercial Forest Use. This area is bounded to the south by rural residential uses associated with the Bonny Slope subdivision which were determined to have no significant value as wildlife habitat, and is bounded to the west by land within the urban growth boundary in Washington County. Removal of this area will have no significant negative impacts upon land to the north and east which is designated as significant wildlife habitat. The affect of this change will not impact the allowed residential density of this land, but would only impact the specific location of a new dwelling on the subject property. Any proposed dwelling on the property must still meet the standards set forth in the Commercial Forest Use zoning district.

The only alternative to this proposed action would be refusal to follow the order approved by the Oregon Land Conservation and Development Commission. This would result in significant legal issues and problems for Multnomah County.

### **What other local jurisdictions have enacted similar legislation?**

All local jurisdictions are required to inventory significant natural and environmental resources within their boundaries pursuant to Goal 5 of the Oregon Statewide Planning

Program. Some of these jurisdictions protect wildlife habitat (an identified Goal 5 resource), through use of zoning overlay districts similar in nature to the SEC-h zoning overlay district of Multnomah County.

**What is the fiscal impact, if any?**

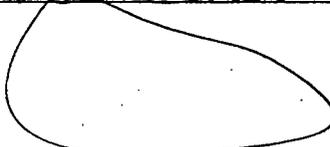
No fiscal impact to the County has been identified as a result of this action. Failure to enact the order approved by the Oregon Land Conservation and Development Commission would result in legal costs to Multnomah County of an undetermined amount.

SIGNATURES

Person filling out form: *Jordan H. Hancock*

Planning and Budget (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: *KB Kuntz & Nicholas*



## 1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS

2                                   FOR MULTNOMAH COUNTY, OREGON

3   ORDINANCE NO. \_\_\_\_\_

4  
5           An Ordinance amending the Comprehensive Framework Plan Volume 1 Findings to include the  
6 West Hills Reconciliation Report, as revised and amended by the Board, in fulfillment of the Periodic  
7 Review Work Program tasks for Statewide Planning Goal 5 resources in the West Hills rural area..

8  
9           Multnomah County Ordains as follows:

10  
11 Section I. Findings.

12  
13           (A) On September 22, 1994, the Multnomah County Board of Commissioners adopted  
14 Ordinance #797, which adopted the "West Hills Reconciliation Report" as part of the Multnomah  
15 County Comprehensive Framework Plan.

16  
17           (B) The "West Hills Reconciliation Report" includes significance determinations, ESEE analy-  
18 ses, protection programs, and other requirements for implementing Goal 5 of the Oregon Statewide  
19 Planning Program specified in ORS 660-16 Division 33 in regards to significant scenic views, streams,  
20 mineral and aggregate resources, and wildlife habitat in the West Hills rural area.

21  
22           (C) On October 21, 1994, this ordinances were transmitted to the Oregon Department of Land  
23 Conservation and Development for their consideration in fulfilling the requirements of Periodic  
24 Review.

25  
26           (D) On February 7, 1995, the Director of the Oregon Department of Land Conservation and

1 Development issued a report citing specific deficiencies in Multnomah County's submitted ordinance.

2

3 (E) On February 28, 1995, the Director of the Oregon Department of Land Conservation and  
4 Development issued a supplemental report which, after considering Multnomah County's responses to  
5 the issues raised in the February 7, 1995 report, maintained that the County's ordinance was deficient in  
6 meeting the requirements of Periodic Review.

7

8 (F) In March, 1995, Multnomah County agreed to participate in a mediation process in order to  
9 resolve issues relating to the West Hills Reconciliation Report.

10

11 (G) The mediation process, in which the main participants were the Angell Brothers quarry and  
12 the Friends of Forest Park, resulted in a draft agreement to resolve disputes over expansion of the quar-  
13 ry.

14

15 (H) As a result of the mediation process, Multnomah County adopted Ordinance No. 831 on  
16 September 7, 1995, which amended the West Hills Reconciliation Report to reflect the results of the  
17 mediation process.

18

19 (I) On March 7, 1995, the Oregon Land Conservation and Development Commission acknowl-  
20 edged the West Hills Reconciliation Report as consistent with Statewide Planning Goal 5, except that  
21 the Commission directed a revision to the report to omit approximately 55 acres from the area designat-  
22 ed as significant wildlife habitat.

23

24 (J) As a result, Multnomah County must revise the West Hills Reconciliation Report to reflect  
25 the Land Conservation and Development Commission's direction.

26

1 Section II Amendment of Framework Plan Text

2

3 Multnomah County Comprehensive Framework Plan Volume 1 Findings -- West Hills

4 Reconciliation Report is hereby amended, the amended pages of which are attached hereto  
5 as Exhibit A (deletions struck-out, additions underlined, map revised).

6

7 ADOPTED THIS \_\_\_ day of \_\_\_\_\_, 1996, being the date of its second reading before the  
8 Board of County Commissioners of Multnomah County.

9

10 BOARD OF COUNTY COMMISSIONERS  
11 MULTNOMAH COUNTY, OREGON

12

13

14 \_\_\_\_\_  
Beverly Stein, Chair

15

16

17 REVIEWED:

18 LAURENCE KRESSEL, COUNTY COUNSEL  
19 MULTNOMAH COUNTY, OREGON

20

21 Sandra N. Duffy  
Sandra N. Duffy, Chief Assistant

22

23

24

25

26

On October 21, 1994, Multnomah County transmitted the completed Reconciliation Report to the Department of Land Conservation and Development. The Department received two objections to the West Hills Reconciliation Report, one from an attorney representing the Angell Brothers and the Oregon Concrete & Aggregate Producers Association, and one from Dan McKenzie, a property owner in the West Hills. On February 7, 1995, the Director of the Department of Land Conservation & Development issued a report which found significant flaws in the West Hills Reconciliation Report. In response to County and objector comments, the Director issued a revised report on February 28, 1995, which did not change the staff recommendation regarding the West Hills Reconciliation Report.

Given this set of circumstances, Multnomah County agreed to enter a mediation process with the Department of Land Conservation and Development. The results of that mediation process are presented as revisions to the Reconciliation Report in the attached document. The Multnomah County Board of Commissioners adopted this document on September 7, 1995. On March 7, 1996, the Land Conservation and Development Commission approved this document with one minor change required -- removal of properties adjacent to the Bonny Slope subdivision. This final document reflects these changes.

Impacted wildlife habitat areas support a much narrower range of animal species, and from barriers to the movement of many forest species. Impacted wildlife habitat areas are those which do not have forests. Such areas typically are adjacent to primary or secondary habitat areas, but have been adversely affected (impacted) by residential development. Impacted areas were determined based on analysis of aerial photographs, vegetative cover maps, and zoning. Generally, an area is considered "impacted" if it (a) has developed residential densities of one unit per five acres or greater, (b) includes developed areas along Highway 30, (c) is predominately agricultural in character, or (d) is a large quarry. Human and pet impacts, roads, lawns, gardens, and fences associated with rural residential development in these impact areas can adversely affect resource quality. The Bonny Slope area and permanently cleared (pastures and cultivated land) portions of the agricultural area between Laidlaw Road and Rock Creek Road on the west side of the West Hills are considered to be "impacted wildlife habitat areas." The West Hills Rural Area has "patches" of land in this category, which are usually zoned rural residential and are located along roads.

The Map entitled *West Hills Wildlife Habitat Area Map* indicates primary, secondary, and impacted wildlife habitat areas within the West Hills Rural Area. This map was developed based upon field work, a detailed review of 1993 aerial photographs, METRO vegetative cover maps, and a review of Multnomah County data regarding the location of housing units.

## 5. CONCLUSION

*OAR 660-16-000(3) Include on Plan Inventory: When information is available on location, quantity and quality, and the local government has determined a site to be significant or important as a result of the data collection and analysis process, the local government must include the site on its plan inventory and indicate the location, quality and quantity of the resource site (see above. Items included on this inventory must proceed through the remainder of the Goal 5 process.*

This report, when combined with information already available to Multnomah County, describes the location, quality and quantity of wildlife habitat in the West Hills rural area in sufficient detail to support a determination of significance. Thus, the primary and secondary wildlife habitat areas in the West Hills Rural area are a 1C resource.

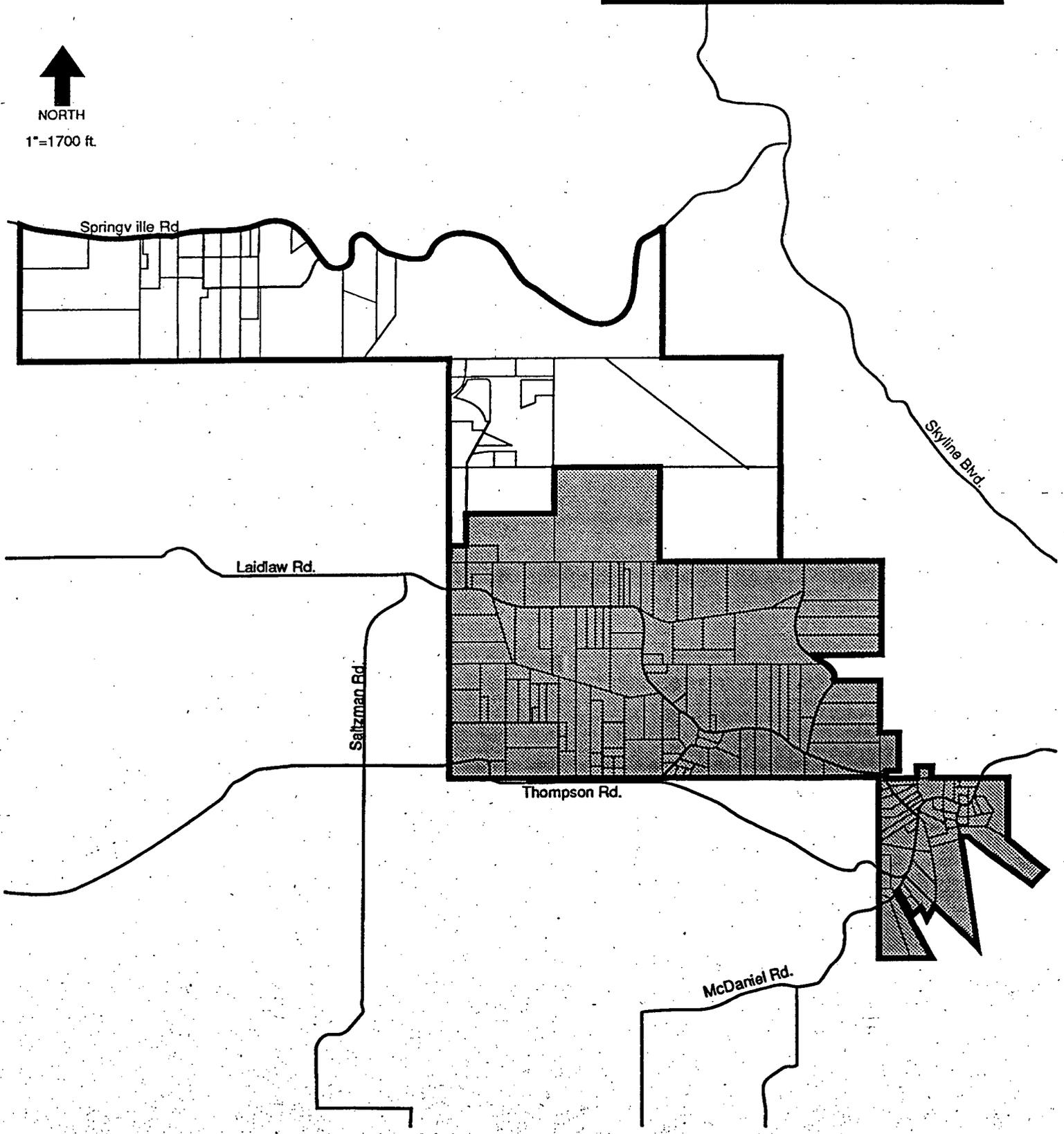
The only exception to this determination of significance lies within the area of the Bonny Slope Subdivision and adjacent lands north of the Forest Heights development in the City of Portland and north of the Bonny Slope subdivision along Northwest 124th St. (approximately 400-450 acres). This area is entirely mostly designated and zoned for rural residential use, with approximately 50 of the acres designated and zoned for commercial forest use. It consists primarily of impacted habitat areas with some secondary habitat areas interspersed. This area is bounded on three sides by lands within the Urban Growth Boundary which are planned for residential densities of four units per acre or greater. It is not directly adjacent to any significant primary wildlife habitat areas. For these reasons, this area should be designated "1-A" (not significant) as wildlife habitat, and should be removed from any further study.

BONNY SLOPE AREA  
WEST HILLS RURAL AREA PLAN  
AREA DESIGNATED "1-A"  
NOT SIGNIFICANT  
WILDLIFE HABITAT

LEGEND

- STUDY AREA BOUNDARY
- ROAD
- PROPERTY LINE BOUNDARY
- AREA DESIGNATED "1-A) NOT SIGNIFICANT FOR WILDLIFE HABITAT

NORTH  
1"=1700 ft.



**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 5-9/96

**NAME** CAMILLE KABDEBO

**ADDRESS** 725 S.W. VIEWMONT DR

**STREET**

PORTLAND, OR. 97225

**CITY** **ZIP**

**I WISH TO SPEAK ON AGENDA ITEM NO.** 12-9

**SUPPORT** YES **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**



**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
ORDINANCE SUPPLEMENT**

**To:** Multnomah County Board of Commissioners

**FROM:** Planning Staff

**TODAY'S DATE:** April 30, 1996

**REQUESTED**

**PLACEMENT DATE:** May 9, 1996

**SUBJECT:** First Reading on Amendment to Sectional Zoning Map 109 to remove SEC-h zoning overlay district from approximately 55 acres.

**I. RECOMMENDATION / ACTION REQUESTED:**

Adopt the amended zoning maps which will revise the Multnomah County Sectional Zoning Maps – Map # 109 to reflect changes directed by the Oregon Land Conservation and Development Commission on March 7, 1996 (Work Task Approval Order 96-WKTASK-00588 attached). The Commission directed Multnomah County to remove the SEC-h (Significant Environmental Concern – Wildlife Habitat) zoning overlay from property of about 55 acres in size located north of the Bonny Slope subdivision. If Multnomah County adopts this change, we will have completed periodic review for the West Hills area and the Land Conservation and Development Commission will make no further review of the County's periodic review work task.

**II. BACKGROUND / ANALYSIS:**

The property to be removed consists of land immediately north of the Bonny Slope subdivision located along both sides of 124th St which is designated and zoned for Commercial Forest Use. This area is bounded to the south by rural residential uses associated with the Bonny Slope subdivision which were determined to have no significant value as wildlife habitat, and is bounded to the west by land within the urban growth boundary in Washington County. Removal of this area will have no significant negative impacts upon land to the north and east which is designated as significant wildlife habitat. The affect of this change will not impact the allowed residential density of this land, but would only impact the specific location of a new dwelling on the subject property. Any proposed dwelling on the property must still meet the standards set forth in the Commercial Forest Use zoning district.

**III. FINANCIAL IMPACT:**

No fiscal impact to the County has been identified.

**IV. LEGAL ISSUES:**

Failure to amend Sectional Zoning Map #109 as ordered by the Oregon Land Conservation and Development Commission would have significant legal impacts upon Multnomah County. The Commission could adopt an enforcement order requiring Multnomah County to make these changes. Alternatively, Multnomah County could challenge the action of the Land Conservation and Development Commission in the courts. Either action would result in legal costs, with no certainty that Multnomah County would prevail.

**V. CONTROVERSIAL ISSUES:**

None

**VI. LINK TO CURRENT COUNTY POLICIES:**

This action would be the final step of the work to implement Goal 5 of the Oregon Statewide Planning Program (protection of natural resources) for significant scenic views, streams, and wildlife habitat in the West Hills Rural Area, and significant streams in the vicinity of the Howard Canyon quarry site in the East of Sandy River Rural Area. The Goal 5 work, in turn, is a portion of Multnomah County's periodic review work order, originally begun in 1987.

**VII. CITIZEN PARTICIPATION:**

No additional citizen participation was necessary for this item, since it is a "clean-up" from the previous ordinance adoption, which received extensive notice. The affected property owner was informed of this hearing.

**VIII. OTHER GOVERNMENT PARTICIPATION:**

No other agencies have commented on the proposed Sectional Zoning Maps amendments.

## ORDINANCE FACT SHEET

### **Ordinance Title:**

An Ordinance amending the Multnomah County Sectional Zoning Maps in fulfillment of the Periodic Review Work Program tasks for Statewide Planning Goal 5 resources in the West Hills rural area.

### **Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:**

This ordinance will revise the Multnomah County Sectional Zoning Maps -- Map # 109 to reflect changes directed by the Oregon Land Conservation and Development Commission on March 7, 1996 (Work Task Approval Order 96-WKTASK-00588 attached). The Commission directed Multnomah County to remove the SEC-h (Significant Environmental Concern -- Wildlife Habitat) zoning overlay from property of about 55 acres in size located north of the Bonny Slope subdivision. If Multnomah County adopts this change, we will have completed periodic review for the West Hills area and the Land Conservation and Development Commission will make no further review of the County's periodic review work task.

The property to be removed consists of land immediately north of the Bonny Slope subdivision located along both sides of 124th St which is designated and zoned for Commercial Forest Use. This area is bounded to the south by rural residential uses associated with the Bonny Slope subdivision which were determined to have no significant value as wildlife habitat, and is bounded to the west by land within the urban growth boundary in Washington County. Removal of this area will have no significant negative impacts upon land to the north and east which is designated as significant wildlife habitat. The affect of this change will not impact the allowed residential density of this land, but would only impact the specific location of a new dwelling on the subject property. Any proposed dwelling on the property must still meet the standards set forth in the Commercial Forest Use zoning district.

The only alternative to this proposed action would be refusal to follow the order approved by the Oregon Land Conservation and Development Commission. This would result in significant legal issues and problems for Multnomah County.

### **What other local jurisdictions have enacted similar legislation?**

All local jurisdictions are required to inventory significant natural and environmental

resources within their boundaries pursuant to Goal 5 of the Oregon Statewide Planning Program. Some of these jurisdictions protect wildlife habitat (an identified Goal 5 resource), through use of zoning overlay districts similar in nature to the SEC-h zoning overlay district of Multnomah County.

**What is the fiscal impact, if any?**

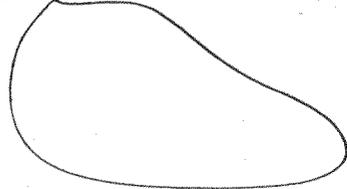
No fiscal impact to the County has been identified as a result of this action. Failure to enact the order approved by the Oregon Land Conservation and Development Commission would result in legal costs to Multnomah County of an undetermined amount.

SIGNATURES

Person filling out form: London H. Hancock

Planning and Budget (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: Louise E. Nicholas



BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

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An Ordinance amending the Sectional Zoning Maps by deleting the SEC-h (wildlife habitat) zoning overlay district for lands to the north of the Bonny Slope subdivision within the West Hills Rural Area

Multnomah County Ordains as follows:

Section I. Findings.

(H) In order to implement the West Hills Reconciliation Report, a part of the Multnomah County Comprehensive Framework Plan, Multnomah County adopted Ordinance No. 830 on September 7, 1995, which amended the Multnomah County Sectional Zoning Maps by placing the SEC-h (wildlife habitat) zoning overlay district on certain properties within the West Hills Rural Area.

(I) On March 7, 1995, the Oregon Land Conservation and Development Commission acknowledged the West Hills Reconciliation Report as consistent with Statewide Planning Goal 5, except that the Commission directed a revision to the report to omit approximately 55 acres from the area designated as significant wildlife habitat, and consequently remove the SEC-h (wildlife habitat) zoning overlay district from this acreage.

(J) As a result, Multnomah County must amend the Sectional Zoning Maps to reflect the Land Conservation and Development Commission's direction.

1 Section II. Amendment of Zoning Code.

2 Sectional Zoning Map Number 109, as adopted November 15, 1962, including all subsequent  
3 amendments thereto as of the effective date of this Ordinance, is hereby amended by the  
4 deletion of the SEC-h (wildlife habitat) zoning overlay district on certain lands as contained  
5 in Exhibit A -- "Proposed Sectional Zoning Map Amendments, C 4-95" and on file with the  
6 Multnomah County Department of Environmental Services, Division of Planning and  
7 Development:

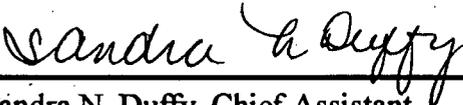
8  
9 ADOPTED THIS \_\_\_ day of \_\_\_\_\_, 1996, being the date of its second reading before the  
10 Board of County Commissioners of Multnomah County.

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12 BOARD OF COUNTY COMMISSIONERS  
13 MULTNOMAH COUNTY, OREGON

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16 \_\_\_\_\_  
17 Beverly Stein, Chair

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19 REVIEWED:

20 LAURENCE KRESSEL, COUNTY COUNSEL  
21 MULTNOMAH COUNTY, OREGON

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23 \_\_\_\_\_  
24 Sandra N. Duffy, Chief Assistant

NW 1/4 1N1W22

MAP 109

 SEC-s Overlay

1" = 500'

